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IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

Appeal No. 123,808

COMMUNITY RESOURCING INCORPORATED d/b/a
OUR DAILY BREAD FOOD AND RESOURCE CENTER,

Plaintiff/Respondent,

vs.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE
and MESSER-BOWERS COMPANY,

Defendants,

and

CHRIS HICKMAN, and HAAG ENGINEERING COMPANY

Defendants/Petitioners.

FILED
SUPREME COURT
STATE OF OKLAHOMA
APR 27 2026
SELDEN JONES
CLERK

Received: 4-27-26
Docketed:
Marshal:
COA/OKC:
COA/TUL:

**BRIEF IN CHIEF OF THE DEFENDANTS AND PETITIONERS,
CHRIS HICKMAN AND HAAG ENGINEERING COMPANY**

**ACTION ON POLICY OF PROPERTY INSURANCE
ALLEGING TORTIOUS INTERFERENCE WITH CONTRACT
AND CIVIL CONSPIRACY AGAINST THIRD PARTIES
DISTRICT COURT OF PAYNE COUNTY, CASE NO. CJ-2025-128
THE HONORABLE MICHAEL KULLING, DISTRICT JUDGE, PRESIDING**

Respectfully submitted,

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April , 2026

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IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

COMMUNITY RESOURCING INCORPORATED d/b/a OUR DAILY BREAD FOOD AND RESOURCE CENTER,

Plaintiff/Respondent,

v.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE, MESSER-BOWERS COMPANY,

Defendants

and,

CHRIS HICKMAN, and HAAG ENGINEERING COMPANY,

Defendants/Petitioners.

Supreme Case No. 123,808

Underlying Case:
Payne County, CJ-2025-128
Judge Michael Kulling

BRIEF IN CHIEF OF THE DEFENDANTS AND PETITIONERS, CHRIS HICKMAN AND HAAG ENGINEERING COMPANY

COME NOW, the Petitioners and Defendants, Chris Hickman and Haag Engineering Company (hereinafter the "Haag Petitioners"), and, pursuant to this Court's Order of March 30, 2026, submit their Brief in Chief in support of their interlocutory appeal from an Order of the District Court of Payne County, filed September 29, 2025, denying the Haag Petitioners' motion to dismiss the claims against them for failure to state claims upon which relief may be granted. In further support of their Brief in Chief, the Haag Petitioners would show the Court as follows:

I. SUMMARY OF THE RECORD

The Haag Petitioners were not named as Defendants in the original Petition filed in the District Court of Payne County on March 31, 2025. ROA, Doc. 1. Instead, the Plaintiff and Respondent, Community Resourcing, Inc. d/b/a Our Daily Bread Food and Resource Center (hereinafter, "Community") identified only two Defendants, its Property Insurer, Berkshire Hathaway Specialty Insurance (hereinafter, "Berkshire"), and its insurance agent Messer-Bowers Company (hereinafter, "Messer"); Community alleged that, through Messer, it obtained a policy of property insurance from Berkshire for property located in Stillwater, Oklahoma. ROA, Doc. 1, Petition, ¶¶2, 3, 6-9, pp. 1-2. Community further alleged that its property was damaged in a hail storm occurring May 5, 2022, that Community submitted a claim to Messer which was reported to Berkshire, but that disputes arose regarding the adequacy of the investigation and evaluation of the property damage as well as the amount of recovery under the insurance policy. ROA, Doc. 1, Petition, ¶¶10-41, pp. 2-9. Community advanced two theories of liability against Berkshire: Count I, Breach of Contract, and Count II. Breach of Duty of Good Faith and Fair Dealing. ROA, Doc. 1, Petition, ¶¶42-47 & 48-54, pp. 9-11. Community asserted one claim against Messer: Count III Misrepresentation. ROA, Doc. 1, Petition, ¶¶55-61, pp. 11-12. Community did not seek recovery from either of the Haag Petitioners although it did include allegations that, after months of communications and discussions regarding the inspections and the value of its loss, Berkshire retained Haag Engineering to conduct an additional inspection of its property which was performed by Chris Hickman on March 8 and April 12, 2024. ROA, Doc. 1, Petition, ¶¶31, 33 & 37, pp. 7-8.

Community added the Haag Petitioners as additional Defendants in its Amended Petition filed with the District Court May 27, 2025. ROA, Doc. 2, Amended Petition, ¶¶4-5,

pp. 1-2. Community's allegations in its Amended Petition are virtually identical to its allegations in its original Petition. ROA, *compare*, Doc. 2, Amended Petition, ¶¶1-3, 6-43, pp. 1-9, *with*, Doc. 1, Petition, ¶¶1-41, pp. 1-9. In particular, Community in identical language acknowledges that the role of the Haag Petitioners in the underlying events was to perform an inspection for Community's property insurer, Berkshire. ROA, *compare*, Doc. 2, Amended Petition, ¶¶31, 35 & 39, pp. 7-8, *with*, Doc. 1, Petition, ¶¶31, 33 & 37, pp. 7-8. Community advanced the same theories of liability against Berkshire for Breach of Contract and Breach of the Duty of Good Faith and Fair Dealing, and the same claim for misrepresentation against Messer. ROA, *compare*, Doc. 2, Amended Petition, ¶¶44-61, pp. 9-12, *with* Doc. 1, Petition, ¶¶42-59, pp. 9-12. Community advanced two theories of liability against the Haag Petitioners. First is its Count IV, labeled, "Tortious Interference with Contract". ROA, Doc. 2, ¶¶62-67, p. 12. This claim includes an acknowledgment that the Haag Petitioners were not Parties to the insurance policy between Community and Berkshire, that the Haag Petitioners had an agreement with Berkshire to inspect Community's property for Berkshire to consider in evaluating coverage for Community's loss. ROA, Doc. 2, ¶¶63-65, p. 12. Community also advanced, as Count V, a claim for Civil Conspiracy based upon its previous allegations regarding the Haag Petitioners' relationship with Berkshire. ROA. Doc. 2, Amended Petition, ¶¶68-70, p. 13.

The Haag Petitioners filed their Motion to Dismiss Community's Amended Petition with the District Court on August 15, 2025. ROA, Doc. 3, Motion to Dismiss. To their Motion and Brief (13 pages), the Haag Petitioners attached, as Exhibit 1, a copy of Community's Amended Petition (14 pages) and as Exhibit 2, their Agreement with Berkshire (specifically, WestGUARD), including an attachment, Exhibit A, Statement of Work, pursuant to which

Haag Engineering would provide "Expert Engineering Services" among other matters. ROA, Doc. 3, Motion to Dismiss, Exhibit 2, Agreement, Exhibit A, Statement of Work. The Haag Petitioners' argued that, because they had an agreement with Community's Insurer, Berkshire, to inspect Community's property and to evaluate Community's damage to be used by Berkshire in making a coverage determination, they did not owe, and therefore could not breach, a duty to Community, *citing* cases such as *Christian v. American Home Assurance Co.* 1977 OK 141, 577 P.2d 899, and *Timmons v. Royal Globe Insurance Co.* 1982 OK 97, 653 P.2d 907, in turn endorsing the holdings in *Gruenberg v. Aetna Insurance Co.*, 9 Cal.3d 566, 108 Cal.Rptr. 480, 510 P.2d 1032 (1973) and *Egan v. Mutual of Omaha Insurance Co.*, 24 Cal.3d 809, 169 Cal.Rptr. 691, 620 P.2d 141 (1979). The Haag Petitioners argued that, although they were not themselves Parties to the insurance policy between Community and Berkshire, they were acting pursuant to an agreement with Berkshire, which was a party to that contract, and therefore the Haag Petitioners could not interfere with that contract, citing for example *Voiles v. Santa Fe Minerals*, 1996 OK 13, 911 P.2d 1205. The Haag Petitioners further argued that Community could not pursue a Conspiracy Theory against them because they did not owe a duty to Community pursuant to *Christian*, *supra*, and *Timmons*, *supra*, also noting that this was a holding in *Gruenberg*, *supra*.

Community filed its Response to the Haag Petitioners' Motion to Dismiss with the District Court on September 2, 2025. ROA, Doc. 4, Community's Response to Motion to Dismiss. Community first argued that it did not assert a "bad faith" claim against the Haag Petitioners. Community next argued it stated a claim for tortious interference with contract, citing *Cohlmia v. Arden Health Services*, 448 F.Supp.2d 1253 (N.D. Okla., 2006), in turn *citing Waggoner v. Town & Country Mobile Homes*, 1990 OK 139, 808 P.2d 649. Community also

cited O.U.J.I.-Civil, No. 24.1. Similarly, Community argued it stated a claim for conspiracy against the Haag Petitioners, citing *Brock v. Thompson*, 1997 OK 127, 948 P.2d 279, and *Transportation Alliance Bank v. Arrow Trucking Co.*, 2011 WL 221863 (N.D. Okla., 2011). Community attached as an exhibit an Order Overruling Defendants' Motion to Dismiss entered by the District Court of Delaware County in a separate action among separate parties.

The Haag Petitioners filed their Reply to Community's Response to their Motion to Dismiss with the District Court on September 11, 2025. ROA, Doc. 5, Reply of Defendants to Plaintiff's Response to Motion to Dismiss. The Haag Petitioners argued that their only role (investigating and reporting Community's damages to its insurer, Berkshire) did not give rise to a duty to Community, and thus there was no "duty" to form the basis of any other theory of liability. The Haag Petitioners further argued that, by investigating and reporting an evaluation of Community's damages to Berkshire, they did not interfere with Community's insurance policy and did not enter into a conspiracy with Berkshire because the Haag Petitioners did not "cause" Berkshire to breach its policy with Community as Berkshire retained the ultimate decision on coverage and the value of Community's loss.

The Haag Petitioners' Motion to Dismiss was argued September 18, 2025 and was denied by the Court. ROA, Doc. 7, Journal Entry.

After the hearing, but before the Journal Entry was filed, the Haag Petitioners filed their Answer to Community's Amended Petition with the District Court on September 22, 2025. ROA, Doc. 6, Answer to Amended Petition. The Haag Petitioners admitted that they inspected Community's property and made an evaluation report to Berkshire and otherwise denied Community's allegation against them. The Haag Petitioners asserted defenses of failure to state claims upon which relief may be granted among other defenses.

The Journal Entry embodying the District Court's Order denying the Haag Petitioners' Motion to Dismiss was filed September 29, 2025. ROA, Doc. 7, Journal Entry. This is the order which was later certified for an interlocutory appeal, and it is from this Order that this interlocutory appeal is taken.

The Haag Petitioners filed an Amended Answer to Community's Amended Petition with the District Court on September 29, 2025, the sole purpose of which was to substitute the word "property" for the word "policy" as it appeared in ¶1. ROA, Doc. 8, Amended Answer to Amended Petition.

The Haag Petitioners moved to certify the Journal Entry (ROA, Doc. 7) for an interlocutory appeal on October 27, 2025. ROA, Doc. 9, Motion to Certify Order filed September 29, 2025, for Interlocutory Appeal. The Haag Petitioners attached as Exhibit 1, the Journal Entry (ROA, Doc. 7) which they asked to be certified, and also attached as Exhibit 2, Community's Amended Petition (ROA, Doc. 2). The Haag Petitioners argued that whether Community's Amended Petition does or does not state a claim upon which relief may be granted against them "affects a substantial part of the merits of the controversy" and that "an immediate appeal may materially advance determination of the litigation" *citing* 12 O.S. 2021, § 952 (b)(3) and Okla. Sup. Ct. R. 1.50. The Haag Petitioners also argued that an order denying a motion to dismiss, as distinct from an order overruling a motion for summary judgment, may be certified for an interlocutory appeal.

Community filed its response to the Haag Petitioners' Motion to Certify with the District Court on November 19, 2025. ROA, Doc. 10, Plaintiff's Response to Motion to Certify Order filed September 29, 2025, for Interlocutory Appeal. Community argued that Haag Petitioners' Motion to Certify did not satisfy the requirements of 12 O.S. 2021, § 952(b)(3),

that the "merits" of the case were not implicated and that certification would not "materially advance the ultimate termination of the litigation." Community also argued that the denial of a dispositive motion could not be certified for an interlocutory appeal under Okla. Sup. Ct. R. 1.50. Among other authorities, Community cited, *Henderson v. Day Engineering Consultants*, 2024 OK CIV APP 25, 560 P.3d 684.

The Haag Petitioners filed their Reply to Community's Response to their Motion to Certify on December 11, 2025. ROA, Doc. 11, Reply of the Defendants to Plaintiff's Response to Motion to Certify Order filed September 29, 2025, for Interlocutory Appeal. The Haag Petitioners discussed and distinguished Community's authorities to show that the "merits" of Community's claims against them were at issue, that a reversal on appeal would terminate the litigation against them and that Okla. Sup. Ct. R. 1.50 did not prohibit certifying the denial of a motion to dismiss for interlocutory appeal, but only stated that the denial of a motion for summary judgment could not be certified. The Haag Petitioners also distinguished *Henderson*, *supra*, noting that the Court of Civil Appeals affirmed the dismissal of the only claim analogous to Community's claim against the Haag Petitioners. *Henderson*, ¶16, 560 P.3d at 689.

The Haag Petitioners' Motion to Certify was argued to the District Court on January 22, 2026, and was granted as embodied in an Order filed January 30, 2026. ROA, Doc. 12, Order Certifying Order September 29, 2025 for Interlocutory Appeal.

The Haag Petitioners timely commenced this appeal by filing their Petition for Certiorari, Certified Interlocutory Order, with Oklahoma Supreme Court on February 19, 2026. The Haag Petitioners argued that their appeal should be allowed in order to determine whether Community could assert a viable claim against them if they did not owe a duty to Community

based on their role of investigating and evaluating Community's property damage for Berkshire, Community's property insurer.

Community filed its response to Petition for Certiorari, Certified Interlocutory Order, with the Oklahoma Supreme Court March 5, 2026. Community argued that the appeal should not be allowed because the "merits" of the action were not implicated, that the denial of the motion to dismiss cannot be certified for an interlocutory appeal and that tortious interference with contract and civil conspiracy are recognized theories of liability.

The Oklahoma Supreme Court granted the Haag Petitioners' Petition for Certiorari, Certified Interlocutory Order, by an Order dated March 30, 2026. Which addressed preparation of the record for this Appeal and the filing of Briefs.

The District Court of Payne County entered its Notice of Completion of Record on Appeal on April 8, 2026, which was filed with the Oklahoma Supreme Court April 13, 2026.

The Haag Petitioners now timely submit their Brief In Chief for the Court's consideration.

II. ARGUMENT AND AUTHORITIES

A. Community's Allegations Preclude Any Claim Against The Haag Petitioners

Community's basic dispute is with Berkshire, relating to coverage for damage to Community's property as the result of a hailstorm which occurred May 5, 2022. ROA, Doc. 1, Petition, ¶¶8-12, p. 2, Record at 2; Doc. 2, Amended Petition, ¶¶10-14, pp. 2-3, Record at 14-15. Community alleges numerous events and communications related to the adjustment of Community's claim which do not implicate the Haag Petitioners. ROA, Doc. 1, Petition, ¶¶7-30, pp. 2-6, Record at 2-6; Doc. 2, Amended Petition, ¶¶9-32, pp. 2-7, Record at 14-19. Eventually, Community does allege that Berkshire retained Haag Engineering to inspect

Community's property, which was performed on March 8 and April 12, 2024. ROA, Doc. 1, Petition, ¶¶31, 33 & 37, pp. 7-8, Record at 7-8; Doc. 2, Amended Petition, ¶¶33, 35 & 39, pp. 7-8, Record at 19-20. As Community acknowledges, the Haag Petitioners were not parties to Community's policy of insurance with Berkshire, although the Haag Petitioners did perform an inspection of Community's property and did submit an evaluation of Community's damages to Berkshire, which is a party to that policy. ROA, Doc. 2, Amended Petition, ¶¶63-64, p. 12, Record at 19. These allegations by Community the identify role of the Haag Petitioners in the underlying events and determine whether Community has a viable claim against them. The relevant case law is that which addresses that particular kind of relation. If that body of case law decrees that the Haag Petitioners did not owe a duty to Community, then no other, more general theory of liability may be invoked to create a duty where none exists given the specific role of the Haag Petitioners in the underlying events. If controlling case law states that, given the role of the Haag Petitioners in the underlying events, they did not owe and could not breach, a duty owed to Community, it necessarily follows that Community does not have a legally cognizable claim against the Haag Petitioners under any theory of liability. requiring the dismissal of those claims by Community.

In the District Court, Community stated: "Generally, a petition may be dismissed as a matter of law for two reasons: (1) lack of any cognizable legal theory, or (2) insufficient facts under a cognizable legal theory." ROA, Doc. 4, Community's Response, p. 3, Record at 62 (citation omitted). Given the role of the Haag Petitioners in the underlying circumstances, there is a "lack of any cognizable legal theory" in Community's favor. Although Community attempts to invoke interference with contract and conspiracy, the underlying facts as alleged

by Community are not merely "insufficient" to state a claim under those theories of liability; they establish their inapplicability to the present case.

The alleged relationships (or lack thereof) among Community, Berkshire, and the Haag Petitioners in the underlying events, establishes that there was no direct relationship between Community and the Haag Petitioners, that they did not owe a duty to Community, that no claim against the Haag Petitioners exists in Community's favor, regardless of the particular theory of liability Community may try to invoke, and that the District Court should have granted the Haag Petitioners' Motion to Dismiss. ROA, Doc. 3, Motion to Dismiss, Record at 27-59.

In 1984, Oklahoma adopted the Pleading Code and eliminated the law's previous requirements for technical forms of pleading. 12 O.S. 2021, § 2008(E)(1). All that is required is a short and plain statement of the claim showing that the pleader is entitled to relief. 12 O.S. 2021, § 2008(A)(1). Nevertheless, "[a] pleading which sets forth a claim for relief, . . . *shall* contain: . . . [a] short and plain statement of the claim *showing* that the pleader is entitled to relief; . . . ." 12 O.S. 2021, § 2008(A)(1) (emphasis added). In the present case, Community's "statement of the claim" shows, instead, that it is not "entitled to relief" from the Haag Petitioners. ROA, Doc. 2, Amended Petition, ¶¶33, 35 & 39, pp. 7-8, Record at 19-20.

The events underlying Community's claim identifies what (if any) cause of action Community may have; the particular theory selected by Community is not controlling:

> The character of an action is determined by the nature of the issues made by the pleadings and the rights and remedies of the parties, and not alone by the form in which the action is brought or by the prayer for relief.

Wilson v. Harlow, 1993 OK 98, ¶25, 860 P.2d 793, 800 (citations omitted); *see, Arvest Bank v. SpiritBank*, 2008 OK CIV APP 55, ¶20, 191 P.3d 1228, 1233. The "character" of Community's action is a dispute over coverage under a policy of property insurance issued by

Berkshire; the "character" of the role of the Haag Petitioners (inspecting Community's property and evaluating Community's loss to be provided to Berkshire) precludes the possibility they might be held liable to Community. ROA, Doc. 2, Amended Petition, ¶¶33, 35 & 39, pp. 7-8, Record at 19-20.

Specifically, under Oklahoma's "transactional" definition of a "cause of action", the underlying circumstances of a claim determine the applicable theory of liability. *See, Chandler v. Denton*, 1987 OK 38, ¶12, 741 P.2d 855, 862-863. Moreover:

> Oklahoma courts have recognized that the existence of a duty depends on the relationship between the parties and the general risks involved in the common undertaking. Whether a defendant stands in such a relation to a plaintiff that the law will impose upon the defendant an obligation of reasonable conduct for the benefit of the plaintiff is a question for the court.

Wofford v. Eastern State Hospital, 1990 OK 77, ¶10, 795 P.2d 516, 519 (citation omitted). Under the allegations in Community's Amended Petition, as a matter if law, the Haag Petitioners did **NOT** "stand[] in such a relation to [Community] that the law will impose upon the [Haag Petitioners] an obligation of reasonable conduct for the benefit of [Community]"; the Haag Petitioners did not owe a duty to Community and no cause of action arises in Community's favor against them. *See*, ROA, Doc. 2, Amended Petition, ¶¶ 33, 35, 39, pp. 7-8, Record at 19-20.

Community's reliance upon a particular theory of liability as alleged is irrelevant:

> In 1984, Oklahoma adopted the Oklahoma Pleading Code (Pleading Code) and we became a notice pleading state. All that is required under notice pleading is that the petition give fair notice of the Community's claim and the grounds upon which it rests. Section 2008 of the Pleading Code merely requires that the pleading shall contain "[a] short and plain statement of the claim showing that the pleader is entitled to relief." Any requirement that a litigant correctly identify a theory of recovery

> or describe the remedy affordable for an asserted right's vindication is abolished . . . .

Gens v. Casady School, 2008 OK 5, ¶9, 177 P.3d 565, 569 (footnotes omitted). The theories of liability invoked by Community in its Amended Petition do not control the action and do not deprive the Haag Petitioners of their right to the dismissal of Community's claims against them based upon the relations among the parties as shown by Community's allegations. *See*, ROA, Doc. 2, Amended Petition, ¶¶ 62-67 & 68-70, pp. 12-13, Record at 24-25.

B. The Haag Petitioners Did Not Owe Or Breach A Duty To Community

The Haag Petitioners inspected Community's property and reported their findings to Community's property insurer, Berkshire. The Haag Petitioners are not parties to the policy of insurance Berkshire issued to Community; under controlling precedent of the Oklahoma Supreme Court, the Haag Petitioners neither owed nor breached a duty to Community, and Community's claim against them must be dismissed. *See*, ROA, Doc. 2, Amended Petition, ¶¶ 33, 35, 39, pp. 7-8, Record at 19-20.

Community specifically alleges:

> Defendants Haag Engineering and Hickman were not parties to the insurance Policy between [Community] and Berkshire Hathaway.

ROA, Doc. 2, Amended Petition, ¶63, p. 12, Record at 24. Community also alleges the role of the Haag Petitioners in the circumstances of Community's claims:

> Berkshire Hathaway notified Plaintiff that it had retained Haag Engineering since Williams advised Martinez that Plaintiffs claim was not closed.
>
> . . . .
>
> Haag Engineering and Hickman had an agreement to inspect Plaintiff's Property pursuant to the Policy between Plaintiff and Berkshire Hathaway, and to opine whether (and what) damage observed was caused by a covered peril *(e.g.*, hail)

> and whether the damage affected the water shedding capabilities or lifespan of the roofs.

ROA, Doc. 2, Amended Petition, ¶¶33 & 64, pp. 7, 12, Record at 19, 24. Community also alleges that the Haag Petitioners "contract[ed] or agree[d] to inspect [Community]'s Property and report[] findings [to] Berkshire Hathaway[] . . . ." ROA, Doc. 2, Amended Petition, ¶65, p. 12, Record at 24. These allegations are sufficient to establish that, although the Haag Petitioners had a contractual relationship with Berkshire, they had no direct relationship with Community and did not owe a duty to Community.

> [a]n insurer has a non-delegable duty of good faith while performing the functions of claims management, adjustment and settlement. This duty requires the insurer to take positive steps to adequately investigate, evaluate, and respond to its insureds' claims. **An insurer may employ an agent or an independent contractor to perform these functions, but this does not absolve the insurer of its own non-delegable duty**.

Trinity Baptist Church v. Brotherhood Mutual Insurance Services, LLC, 2014 OK 106, ¶29, 341 P.3d 75, 86 (emphasis added), *quoting, Wathor v. Mutual Assurance Administrators*, 2004 OK 2, ¶16, n. 6, 87 P.3d 559, 563. Accordingly, Berkshire could not delegate this duty to the Haag Petitioners. *See, Moore v. Tulsa*, 55 F.Supp.3d 1337,1338 (N.D. Okla., 2014).

> Any intense focus on the degree of negligence . . . is misplaced. Whereas the existence of a legal duty is a question of law, the degree of negligence, which can be considered the magnitude of the breach of that duty, is a question of fact and a separate issue from whether a legal duty existed in the first place. . . . At issue on appeal in this cause is whether Sooner, as an independent insurance adjuster, owed a legal duty to Trinity, the insured, not the magnitude of their potential breach of such a duty.

Trinity, ¶28, n. 13, 341 P.3d at 85 (citations omitted).

Pursuant to *May v. Mid-Century Insurance Co.*, 2006 OK 100, ¶19, n. 30, 151 P.3d 132, 139, n. 30, *quoting, Gaylord Entertainment Co. v. Thompson*, 1998 OK 30, ¶4, n. 10, 958 P.2d

128, 136, n. 10, the Haag Petitioners submitted a copy of the contract with a Berkshire entity under which Haag Engineering would be "hired as an expert engineer" and provide "construction consulting" and further stipulating that no "third-party" (*i.e.*, Community) would acquire "any legal or equitable right, remedy, or claim under or with respect to the Agreement." ROA, Doc. 3, Haag Petitioners', Motion to Dismiss, Exhibit 2, Agreement with WestGUARD Insurance Company – Terms and Conditions, ¶16, p. 2; Exhibit A, Statement of Work., Record at 55, 57. The contractual relations and reciprocal obligations are between Haag Engineering and Berkshire; no contractual rights or obligations arise between the Haag Petitioners and Community..

Firmly embedded principles of Oklahoma law demonstrate that an insured (such as Community) with a claim under a policy (such as that issued by Berkshire) may not seek to impose liability on entities (such as the Haag Petitioners) which perform services for the insurer but with no contractual relation to the insured. In *Christian, supra*, ¶25, 577 P.2d at 904, the Oklahoma Supreme Court held "that an insurer has an implied duty to deal fairly and act in good faith with its insured and that the violation of this duty gives rise to an action in tort for which consequential and, in a proper case, punitive, damages may be sought." The insurer's duty may not be avoided by delegating it to third parties. *Timmons, supra*, ¶22, 653 P.2d at 914. More to the point, the Court held that a third-party stranger to the contract could not be held liable to the plaintiff on a "bad faith" theory:

> Appellants contend that defendant Sowards is entitled to have the judgment against him stricken as a matter of law and because of failure to present evidence against him sufficient to support a judgment. Under the precepts announced in *Christian, supra*, it is argued he cannot be held to breach an implied covenant, determined as a matter of law to attach in every insurance contract, in the event (as here) that he is not a party to the contract.

> With such an allegation of error we are constrained to agree. In *Christian, supra,* this Court analyzed and quoted at length from *Gruenberg v. Aetna Ins. Co.*, 9 Cal.3d 566, 108 Cal.Rptr. 480, 510 P.2d 1032 (1973). Therein this Court termed *Gruenberg, supra,* to be a "clear analysis" of the implied duty of fair dealing and good faith at p. 904. *Gruenberg, supra,* itself specifically examined the liability of an agent for damages for violation of the implied covenant of fair dealing and good faith inuring in a contract of insurance:
>
>> "Obviously, the non insurer defendants were not parties to the agreement for insurance; therefore, they are not, as such, subject to an implied duty of good faith and fair dealing...."
>
> Later the California Court dealt with this precise issue, *Egan v. Mutual of Omaha Ins. Co.*, 24 Cal.3d 809, 620 P.2d 141, 169 Cal.Rptr. 691 (1979), holding at 620 P.2d p. 149, 169 Cal.Rptr. p. 699:
>
>> "Segal and McEachen acted as Mutual's agents. As such they are not parties to the insurance contract and not subject to the implied covenant. Because the only ground for imposing liability on either Segal or McEachen is breach of that promise, the judgments against them as individuals cannot stand."
>
> As this jurisdiction has embraced the implied covenant spoken to in *Gruenberg, supra,* it is clear that the cause will not lie against a stranger to the contract. This is not to say, however, that the acts of the agent may not be material to a determination of the existence of a breach of that duty. Accordingly, we hold the trial court incorrectly denied Soward's demurrer to the amended petition. The error was properly preserved for appellate review, and accordingly, the trial court's ruling on Soward's demurrer to the amended petition is reversed and the demurrer is ordered sustained.

Timmons, ¶¶16-17, 653 P.2d at 912-913. Although the Oklahoma Supreme Court did not clarify the role "Sowards" played in the *Timmons* case, its endorsement of the California cases, *Gruenberg* and *Egan*, is significant. The first case involved a fire loss:

> [D]efendant insurers, upon being informed of the fire, engaged the services of defendant P.E. Brown and Company (Brown).

> Carl Bushing, a claims adjuster, employed by Brown, went to the Brass Rail to investigate the fire and inspect the premises.

Gruenberg, 9 Cal.3d at 570, 108 Cal.Rptr. at 482, 510 P.2d at 1034. The California Supreme Court held that the insurers could be held liable in tort to the plaintiff for "bad faith." That Court then held:

> With regard to the defendants other than the three insurance companies, we reach a different result. Plaintiff alleges that Brown, the insurance adjusting firm, and its employee, Busching, and Cummins, the law firm, and its employee, Ricketts, were the agents and employees of defendant insurers and of each other and were acting within the scope of that agency and employment when they committed the acts attributed to them. . . . Obviously, the non-insurer defendants were not parties to the agreements for insurance; therefore, they are not, as such, subject to an implied duty of good faith and fair dealing.

Gruenberg, 9 Cal.3d at 576, 510 P.2d at 1038-1039, 108 Cal.Rptr. at 486-487. In the present case, the Haag Petitioners are in similar positions to those of Brown, Busching, Cummins and Ricketts; similarly, the Haag Petitioners do not and did not owe a duty to Community.

The other California case, *Egan*, involved a claim under a disability policy. One defendant (McEachen) was a claims manager and another defendant (Segal) was a claims adjuster. *Egan*, *supra*, 24 Cal.3d at 815, 816, 169 Cal.Rptr. at 693, 620 P.2d at 143. With respect to them, the California Supreme Court stated:

> Segal and McEachen acted as Mutual's agents. As such, they are not parties to the insurance contract and not subject to the implied covenant.

Egan, 24 Cal.3d at 824, 169 Cal.Rptr. at 699, 620 P.2d at 149. That Court reversed judgment against the adjusters although it affirmed the compensatory award against the insurer. Likewise, in the present case, the Haag Petitioners are in similar positions to those of Segal and McEachen; similarly, the Haag Petitioners "are . . . not subject to the implied covenant", a

necessary element of any claim by Community against them.

The holdings in *Christian*, *supra*, *Timmons*, *supra* as well as the significance of *Gruenberg*, *supra*, *Egan*, *supra*, were reaffirmed and implemented in *Trinity*, *supra*, ¶¶11, 12 & 29, 341 P.3d at 79-80, 86. The circumstances underlying the decision in *Trinity* have direct analogies to the present case, and its holdings have direct application as well. Property belonging to the insured plaintiff ("Trinity") was damaged in a storm; Trinity asserted a claim under its property insurance policy issued by its insurer ("Brotherhood") which, in turn, retained a third-party ("Sooner") "as an independent adjuster to investigate Trinity's loss. *Trinity*, ¶¶2-3, 341 P.3d at 77. The Oklahoma Supreme Court prefaced its opinion by stating:

> The primary issues presented on appeal are: 1) whether a special relationship existed between an insured entity and an independent adjuster hired by the insurer, sufficient to subject the independent adjuster to the implied covenant of good faith and fair dealing arising under the insurance contracts; and 2) whether an independent insurance adjuster owes a legal duty to the insured such that it may be liable to the insured for negligence in its adjustment of the claim. This Court determines the answer to both questions is no.

Trinity, ¶1, 341 P.3d at 77. The Oklahoma Supreme Court reaffirmed the principle that a third-party investigator does not owe a duty to the insured although it acknowledged an exception when the third-party in effect assumes relationship with the insured including the obligations owed by the insurer. Nevertheless, the Court stated unequivocally:

> For a non-party to the insurance contract be subjected to the duty of good faith and fair dealing, a special relationship must arise between it and the **insured**. While Trinity alleges that Sooner may have gone beyond the terms of its limited assignment, it is evident from the record that Sooner did not step into Brotherhood's shoes for purposes of interacting with Trinity such that it developed a special relationship with Trinity on a par with that shared by parties to an insurance contract.

Trinity, ¶18, 341 P.3d at 82 (emphasis original). Similarly, in the present case, "it is evident

from the record that [the Haag Petitioners] did not step into [Berkshire]'s shoes for purposes of interacting with [Community] such that [they] developed a special relationship with [Community] on a par with that shared by parties to an insurance contract." *See*, ROA, Doc. 2, Amended Petition, ¶¶33, 35 & 39, pp. 7-8, Record at 19-20.

In *Trinity*, the Oklahoma Supreme Court devoted section IV of its Opinion to its holding "**Sooner Owed No Duty to Trinity Concerning Its Adjustment of Trinity's Claim.**" *Trinity*, 341 P.3d at 82 (emphasis original). The Court endorsed the holding of a Federal District Court "that under Oklahoma law an independent adjuster hired by an insurer to investigate a claim does not owe a duty to the insured to conduct a fair and reasonable investigation." *Trinity*, ¶26, 341 P.3d at 85, *citing Wallace v. Allstate Insurance Co.*, 2012 WL 2060664 (W.D. Okla., June 7, 2012). The Oklahoma Supreme Court added that "the *Wallace* Court is correct that public policy and other factors besides foreseeability counsel against imposing a legal duty to the insured with regards to negligence." *Trinity*, ¶ 28, 341 P.3d at 85 (footnote omitted). The Oklahoma Supreme Court then concluded:

> The existence of a separate legal duty on the part of the adjuster in these circumstances would allow for potential double recovery, permitting the insured to recover tort both for breach of contract or breach of the duty of good faith and fair dealing by the insurer – caused by an adjuster's negligence conduct – and from the adjuster for the same conduct.

Trinity, ¶31, 341 P.3d at 86 (citations omitted). The Oklahoma Supreme Court concluded:

> This Court determines that 1) Sooner was not subject to the implied covenant of good faith and fair dealing arising from the insurance contract between Trinity and Brotherhood; and 2) owed Trinity no legal duty that would allow Trinity to recover in tort for any negligence in Sooner's investigation and adjustment of the claim.

Trinity, ¶34, 341 P.3d at 87. As applied to the present case, the Haag Petitioners did not owe

a legal duty to Community that would allow it to pursue a tort claim against them. This principle of Oklahoma law has been recognized by several Federal District Courts. *See*, e.g., *Faith Temple v. Church Mutual Insurance Co.*, 2020 WL 4274582, *1, *4 (W.D. Okla., July 24, 2020; *Jonnada v. Liberty Insurance Corp.*, 2019 WL 6119233, *2-*5 (W.D. Okla., November 18, 2019); *Hightower v. USAA Casualty Ins. Co.*, 2017 WL 1347689, *4-*7 (N.D. Okla., April 7, 2017).

Community argued "it is not making a claim for 'bad faith'" against the Haag Petitioners. ROA, Doc. 2, Community's Response, p. 3, Record at 62. Nonetheless, controlling case law holds that an insured with a policy dispute against its insurer cannot pursue a claim against a third-party stranger to the policy who performs a function for the insurer; this the body of law governs the relations among Community, Berkshire, and the Haag Petitioners and defines the basic "transaction" at issue and precludes a "cause of action" by Community against the Haag Petitioners. *See*, *Wofford*, *supra*, ¶10, 795 P.2d at 520; *Chandler*, *supra*, ¶12, 741 P.2d at 862-863; *see also, Trinity*, *supra*, ¶¶1, 16-23, 31, 34, 341 P.3d at 77, 81-83, 86-87; *Timmons*, *supra*, ¶¶16-17, 653 P.2d at 912-913; *Christian*, *supra*, ¶25, 577 P.2d at 904.

The Oklahoma Supreme Court approved the holdings in *Gruenberg, supra*, three times, and also approved the holdings in *Egan*, twice. Coupled with the Oklahoma Supreme Court's own holdings in *Christian*, *Timmons* and *Trinity*, it is clear that Community cannot maintain a claim upon which relief may be granted against the Haag Petitioners based on their inspection of Community's property, and their evaluation of Community's loss as reported to Berkshire, but that is the only basis for Community's claims. In its Response to the Haag Petitioners' Motion to Dismiss, Community argued that "the facts supporting [its] claims arise from the Haag [Petitioners'] reported findings that supported . . . Berkshire's . . . findings relating to

damage at [Community's] property", but so summarized, these alleged "facts" place Community's claims squarely within the line of authorities from *Christian, supra, Timmons, supra, Trinity, supra*, and beyond and do not support any recovery by Community from the Haag Petitioners. *See*, ROA, Doc. 4, Community's Response, p. 1, Record at 60. It is precisely the type of claim prohibited by these authorities which Community seeks to advance against the Haag Petitioners; Community's claims must necessarily fail and its Amended Petition should have been dismissed by the District Court.

C. Community's Claim For Alleged Interference With Contract Must Fail

Community fails to state a claim upon which relief may be granted for alleged tortious interference with contract; that claim should have been dismissed by the District Court pursuant to 12 O.S. 2021, § 2012(B)(6). The role of third-parties in investigating an insured's claim and reporting their findings to an insurer has been extensively addressed in precedential case law. *See*, *Christian, supra; Timmons, supra; Trinity, supra.* Although a third-party investigator does not owe a duty to the insured, its role in the insurer's claim adjustment process is has been thoroughly analyzed in case law to the conclusion that it does not constitute interference with relation between the insured and insurer.

Community correctly alleges: "Defendants Haag Engineering and Hickman were not parties to the insurance policy between Community and Berkshire." ROA, Doc. 2, Amended Petition, ¶63, p. 12, Record at 24. Moreover, Community also acknowledges that the only actions of the Haag Petitioners were pursuant to an agreement by the Haag Petitioners with Berkshire (a party to the insurance policy issued to Community), to inspect Community's property and to report an evaluation of Community's loss to Berkshire for purposes of performing on the insurance policy (contract) issued to Community. ROA, Doc. 2, Amended

Petition, ¶¶33,39, 64-65, pp. 7-8, 12, Record at 19-20, 24; *see*, ROA, Doc. 3, Motion to Dismiss, Exhibit 2, Agreement with Berkshire, Record at 54-59. But for their relationship with Berkshire (a party to Community's policy), the Haag Petitioners would have no reason, purpose, or opportunity to inspect and evaluate Community's property. As noted above:

> An insurer may employ an agent or an independent contractor to perform these functions [claims management, adjustment and settlement], but this does not absolve the insurer of its own non-delegable duty.

Trinity, *supra*, ¶29, 341 P.3d at 86, *quoting*, *Wathor*, *supra*, ¶16, n. 6, 87 P.3d at 563. That is, the Haag Petitioners "perform[ed] . . . functions" for Berkshire, a party to Community's policy; they assisted Berkshire to perform under its contract, and did not interfere with it. It further follows that allegations regarding "the magnitude of their potential breach of such a duty" does not support a claim by Community against the Haag Petitioners. *Trinity*, ¶28, n. 13, 341 P.3d at 85; *see*, ROA, Doc. 2, Amended Petition, ¶¶64-65, p. 12; Record at 24.

The Oklahoma Supreme Court has held that there can be no claim for interference with contract against an entity or entities whose actions are based on a relation with one of the parties to the contract. The Haag Petitioners had been "retained" by Berkshire because "Community's claim was not closed"; they had an agreement to inspect Community's Property pursuant to the Policy between Community and Berkshire Hathaway, ..." ROA, Doc. 2, Amended Petition, ¶¶33 & 64, pp. 7, 12, Record at 19, 24. These allegations alone "*show*[]" that Community is **not** "entitled to relief" from the Haag Petitioners. 12 O.S. 2021, § 2008(A)(1) (emphasis added).

For example, in *Voiles v. Santa Fe Minerals*, 1996 OK 13, 911 P.2d 1205, a defendant, Santa Fe (and others), worked oil and gas fields pursuant to leases with the owners. A separate party, Hugoton, obtained "top leases" from the lessors, which would go into effect if the

underlying leases (being worked by Santa Fe and others) terminated. Hugoton also obtained from the lessors the authority to bring actions in their names to terminate the oil and gas leases being worked by Santa Fe and others. Hugoton then commenced ten such actions in the names of the lessors to terminate the oil and gas leases. Santa Fe (and others) asserted third-party claims directly against Hugoton under a variety of theories of liability, including tortious interference with contract. The district court held that the oil and gas leases had not terminated (a holding in favor of Santa Fe and others) and also found against Hugoton on the third-party claims, awarding nominal damages. Approximately twenty appeals were commenced, but consolidated by the Oklahoma Supreme Court, which did not disturb the trial court's holdings on most of the issues, but it did reverse the finding that Hugoton interfered with the contractual relations Santa Fe (and others) had with the lessors pursuant to the oil and gas leases:

> The trial judge made a finding that Hugoton intentionally interfered with the contracts (leases) between the mineral owners and their lessees. . . . We reverse the judgment that Hugoton intentionally interfered with the contracts and business relations of the Defendants.
>
> We need not examine in detail the particular elements of a cause of action based upon interference with contract. Simply, Hugoton cannot be liable for wrongfully interfering with a contract if it was acting in a representative capacity for a party to that contract. . . . If Hugoton was acting as agent for the mineral owners in the litigation with the base lessees the defendants' claim for interference with contract is, as a matter of law, without foundation.

Voiles, ¶¶17-18, 911 P.2d at 1210 (footnote omitted); *citing*, *Ray v. American National Bank & Trust Co. of Sapulpa*, 1994 OK 100, ¶15, 894 P.2d 1056, 060; *see*, *Moore v. Tulsa*, *supra*, *citing Voiles*. Similarly, in the present case, because the Haag Petitioners were acting pursuant to their agreement with Berkshire, "[Community's] claim for interference with contract is, as a matter of law, without foundation."

Cases from other jurisdictions recognize that the theory of tortious interference with contract cannot apply to the relation between an insurer and a third-party investigator. *See, e.g.*, *Medistar Twelve Oaks Partners v. American Economy Insurance Co.*, 2010 WL 1996596, *10 (S.D. Tex., May 17, 2010); *Dagley v. Haag Engineering Co.*, 18 S.W.3d 787, 794 (Tex. Ct. App. – Houston, 2000); *Steven J., Inc. v. Landmark American Insurance Co.*, 2014 WL 4672498, *3-*4 (M.D. Penn., September 18, 2014); *Counsel Tower Assoc. v. Axis Specialty Insurance*, 630 F.3d 725, 731 (8th Cir., 2011); *Columbus v. United Pacific Insurance Co.*, 641 F.Supp. 707, 708, 709 (S.D. Miss., 1986) *affirmed*, 833 F.2d 1007 (5th Cir., 1987); *Columbus v. Reliance Insurance Co.*, 626 F.Supp. 1147, 1148 (S.D. Miss., 1986); *Joseph P. Caulfield & Assoc. v. Litho Productions*, 155 F.3d 883, 891 (7th Cir., 1998); *Castillo v. Professional Service Industries*, 1999 WL 155833 (Tex. Ct. App. – San Antonio, March 24, 1999).

From the above it follows that, as a matter of law, Community's claim against the Haag Petitioners alleging tortious interference with contract, should have been dismissed for failure to state a claim upon which relief may be granted pursuant to 12 O.S. 2021, § 2012(B)(6). ROA, Doc. 2, Amended Petition, Count IV, ¶¶62-67, p. 12, Record at 24.

D. Community's Alleged Claim For Conspiracy Fails

As demonstrated in Propositions A, B and C, above, Community fails to state a claim sounding in tort against the Haag Petitioners. Therefore, it cannot have a claim for conspiracy against them. "Unlike its criminal counterpart, civil conspiracy itself does not create liability." *Brock, supra*, ¶39, 948 P.2d at 294. Community's "conspiracy" claim is based on the Haag Petitioners' contractual agreement with Berkshire; they inspected and evaluated Community's property damages for Berkshire. No liability may be imposed on the Haag Petitioners in these circumstances; alleging "conspiracy" cannot create liability which otherwise does not exist.

The only, and limited, involvement of the Haag Petitioners in the circumstances of Community's claim as it alleges, is their contractual relation with Berkshire to inspect Community's property and to report an evaluation of it to Berkshire. ROA, Doc. 2, Amended Petition, ¶¶33 & 64, pp. 7, 12, Record at 19, 24; *see*, ROA, Doc. 3, Motion to Dismiss, Exhibit 2, Agreement with Berkshire, Record at 54-59. As more fully developed in Proposition B, above, the Haag Petitioners demonstrated that Community cannot pursue a claim against them based upon their contractual relation with Berkshire, because the Haag Petitioners are not parties to the insurance policy issued to Community. *Christian, supra*, ¶25, 577 P.2d at 904; *Timmons, supra*, ¶¶16-17, 22, 653 P.2d at 912, 913, 914; *Trinity, supra*, ¶¶1, 31, 34, 341 P.3d at 77, 86, 87. If Community does not have a cause of action it may pursue directly against the Haag Petitioners, it cannot do so indirectly under the guise of an alleged conspiracy. *See, Reherman v. Oklahoma Water Resources Board*, 1984 OK 12, ¶15, 679 P.2d 1296, 1301.

Particularly significant is the Oklahoma Supreme Court's reliance in *Christian, Timmons,* and *Trinity*, upon an opinion of the California Supreme Court in *Gruenberg v. Aetna, supra*. *Christian, supra*, ¶24, 577 P.2d at 904; *Timmons, supra*, ¶¶13, 17, & 32, 653 P.2d at 911, 912, 913, 916; *Trinity*, ¶11, 341 P.3d at 79-80. In *Gruenberg*, the court held:

> Obviously, the non-insurer defendants were not parties to the agreements for insurance; therefore, they are not, as such, subject to an implied duty of good faith and fair dealing. Moreover, as agents and employees of the defendant insurers, they cannot be held accountable on a theory of conspiracy.

Gruenberg, 9 Cal.3d at 576, 108 Cal.Rptr. at 487, 510 P.2d at 1039 (citations omitted). The *Gruenberg* approach, has been adopted as the law in Oklahoma. Under it, based on the Haag Petitioners' contractual relation with "the defendant insurers [Berkshire], they cannot be held accountable [to Community] on a theory of conspiracy." Therefore, Community's allegations

that the Haag Petitioners participated in a conspiracy must fail. ROA, Doc. 2, Amended Petition, Count IV, ¶¶50-52, p. 8, Record at 20.

In *Trinity, supra*, the Oklahoma Supreme Court stated:

> Trinity also alleged general collusion between Brotherhood and Sooner to manipulate estimates and bring down the cost of repairs, but these allegations are essentially a restatement of Trinity's claims that Sooner acted in bad faith rather than effective indications that Sooner acted sufficiently like an insurer to create a special relationship with Trinity.

Trinity, supra, ¶17, n. 5, 341 P.3d at 81. In the present case, Community alleged:

> Hickman, Berkshire Hathaway, and Haag Engineering, through their tortious actions as set forth previously entered into a civil conspiracy with an objective to wrongfully minimize the damages to Plaintiff's property by agreeing to do so through their biased and outcome oriented investigation into the claim that resulted in inaccurate findings and a shame engineering report that led to the underpayment of Plaintiff's claim.

ROA, Doc. 2, Amended Petition, ¶69, p. 13, Record at 25. Community's "conspiracy" allegation is essentially the same as the "collusion" allegation in rejected in *Trinity*, and should be rejected in the present case. The roles and relationship of an insurer and of a third-party investigator with respect to the insured are different and unequal; the insurer owes a duty of good faith and fair dealing to the insured, but the third-party investigator does not. It would be duplicative and contrary to Oklahoma law to allow an allegation of a "conspiracy" theory of liability to be invoked as a means to attribute to a third-party investigator the duties and responsibilities an insurer owes to its insured. *See*, *Trinity, supra*, ¶31, 341 P.3d at 86.

In its Response to the Haag Petitioners' Motion to Dismiss, Community cited *Brock v. Thompson*, *supra*, and *Transportation v. Arrow*, *supra*, 2011 WL 221863, *6, (N.D. Okla., Jan. 21, 2011); *see*, ROA, Doc. 4, Community's Response, p. 8, Record at 67. In *Brock*, the Oklahoma Supreme Court issued a Writ of Prohibition prohibiting the District Court from

proceeding further with a conspiracy claim, because there was no liability for the underlying transactions (Constitutionally protected speech). *Brock*, ¶¶1, 7, 40 & 46, 948 P.2d at 282, 284, 294-296. Similarly, in *Transportation v. Arrow*, at *6, the Federal court held that, because it dismissed the plaintiff's tort claim against a particular defendant, the plaintiff could not pursue a conspiracy claim against that defendant. Likewise, because Community does not have a viable tort claim it may pursue against the Haag Petitioners, it may not pursue a conspiracy claim against them either.

Cases from other jurisdictions have recognized that, because an insured cannot pursue a claim for tortious interference with contract against third-party investigators for an insurer, an insured cannot pursue a conspiracy claim against the third-party investigators as well. *See, e.g.*, *Medistar*, *supra*, at *10; *Dagley v. Haag*, *supra*, 18 S.W.3d at 795; *Castillo v. Professional*, *supra*, *2.

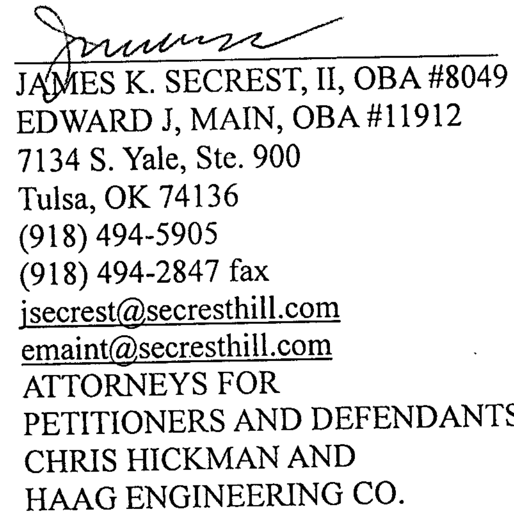
Under these authorities, and controlling precedents of the Oklahoma Supreme Court, Community cannot pursue a claim for "conspiracy" against the Haag Petitioners, and that claim (along with the others) should have been dismissed for failure to state a claim upon which relief may be granted pursuant to 12 O.S. 2021, § 2012(B)(6).

III. CONCLUSION

WHEREFORE, premises considered, the Petitioners and Defendants, Chris Hickman and Haag Engineering Co., pray the Court to vacate and reverse the Order of the District Court of Payne County denying their Motion to Dismiss. ROA, Doc. 7, Journal Entry, filed September 29, 2025, Record at 88-90. The Petitioners and Defendants, Chris Hickman and Haag Engineering Co., pray the Court to remand this matter to the District Court of Payne County with directions to dismiss the claims against Chris Hickman and Haag Engineering Co.

Respectfully submitted,

SECREST, HILL & SECREST



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CERTIFICATE OF MAILING

This is to certify that on this 24th day of April, 2026, a true and correct copy of the foregoing was: _X_ deposited in the U.S. Mail addressed to the following, with proper postage thereon fully prepaid and/or X emailed via electronic address:

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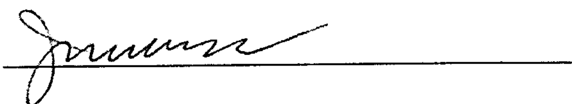

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