**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

MICKEY PARKER, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**Case No. 2:25-cv-00281-NAD**
	)	
STATE FARM FIRE AND CASUALTY COMPANY,	)	
	)	
	)	
Defendants.	)	

STATE FARM FIRE AND CASUALTY COMPANY'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' 30(B)(6) NOTICE

Pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure, State Farm Fire and Casualty Company ("State Farm"), objects and responds to Plaintiffs' 30(b)(6) Deposition Notice as follows:

At the outset, State Farm confirms it will present one or more corporate representatives to provide testimony limited to claim-specific issues—i.e., the handling and adjustment of the Plaintiffs' claim, the Policy provisions applied to that claim, the claim-handling guidance/resources applicable during the relevant timeframe and applied in connection with this claim, and information about the individuals who handled the claim, as reflected in the Claim File produced in this matter.

EXHIBIT
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Consistent with Alabama law and the Court's guidance that discovery requires "a nexus to the plaintiff" and that it is "the wrong order" to seek broad programmatic discovery first and only later attempt to connect it to a particular claim, State Farm objects to Plaintiffs' enterprise-wide, nationwide topics and requests that are untethered to the Plaintiffs' claim and lack any demonstrated nexus to the issues in this case.

RESPONSES AND OBJECTIONS TO DEFINITIONS

State Farm adopts and incorporates by reference its responses and objections to Plaintiffs' Definitions set forth in its responses and objections to Plaintiffs' First Interrogatories and Requests for Production.

RESPONSES AND OBJECTIONS TO TOPICS

I. Structure, Organization, and Authority

1. The organizational structure of State Farm's claims department, including but not limited to, P&C Claims, Consulting Services, the Central Investigations Team, the head of claims, supervisory levels above and below that person, and lines of reporting for Alabama claims.

Response: State Farm objects to this Topic as the term "organizational structure" is vague and ambiguous. State Farm objects to this Topic as overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad with respect to large groups of individuals potentially encompassed by this Topic. Further, this Topic is overly broad in scope (i.e. does not confine itself to the individuals actually involved in the handling of the subject claim) and time (not limited to a reasonable period of time). This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. Finally, State Farm objects to this Topic to the extent it seeks confidential and proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024. Other claims involving other P&C Claims personnel are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other P&C Claims personnel and their involvement in other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation. Any such matters, unrelated to the event that is the subject of this lawsuit have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant, such that this Topic is not reasonably calculated to lead to the discovery of admissible evidence. Moreover, Plaintiffs' request for a corporate representative to testify about the Central Investigations Team is irrelevant as Plaintiffs' claim did not involve utilization of the Central Investigations Team.

Subject to and without waiving any objections, State Farm will produce a witness to testify regarding the names, title, and roles of those participants directly involved in the handling and supervision of Plaintiffs' claim (i.e. Richard Davis, Brandon Collins, Jake Rosas, and Patrick McAbee).

2. The roles, responsibilities, and authority of claims representatives, supervisors, managers, and executives who handled or oversaw the Parkers' claim, including how authority levels change at each tier.

Response: State Farm objects to this Topic on the grounds that it is overly broad in scope (not limited to the individuals directly involved in the handling of the subject Claim) and time (it is not limited to a reasonable period of time). State Farm further objects on the grounds that this Topic is vague and ambiguous, specifically with respect to the use of the terms "authority" and "how authority levels change." This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case. State Farm further objects to this Topic to the extent it seeks confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving any objections, State Farm will produce a witness to testify regarding the roles, responsibilities, and decision-making authority of those participants substantively involved in the handling of Plaintiffs' Claim, insofar as those roles, responsibilities and decision-making authority would have pertained specifically to Plaintiffs' Claim.

3. Identification and description of the job descriptions, training manuals, and employee manuals applicable to claims employees during the relevant period.

Response: State Farm objects to this Topic on the grounds that the terms "identification and description of," "job descriptions," "training manuals," and "employee manuals," "relevant period" are vague, ambiguous, and have not been defined. State Farm objects to this Topic as vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (types of claims and insurance coverage and does not confine itself to the individuals actually involved in the handling of the subject claim), time (not limited by the period of time when this claim was handled), and geographic area (not limited to Alabama). This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm also objects to this Topic to the extent that it seeks information protected by the attorney-client privilege or work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

This Topic seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses that would entitle Plaintiffs to such discovery on discovery.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, and each claim is handled on its own individual merits. Other claims involving other P&C Claims personnel are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The existence of other P&C Claims personnel, their training and their involvement in other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant, such that this Topic is not reasonably calculated to the discovery of admissible evidence.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

4. State Farm's interpretation of policy terms in the HW 2102 policy form, including the definitions, loss settlement provisions, coverage language and exclusions relating to this case.

Response: State Farm objects to this Topic because the term "policy terms relevant to" is vague and ambiguous. State Farm also objects to this Topic as vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to the Policy applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). State Farm objects to this category on the grounds that it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case. Further, the information sought may also violate the attorney-client privilege and work product doctrine.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, and each claim is handled on its own individual merits. Other claims involving the application of other policy terms are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The application of policy terms in other claims and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant, such that this Topic is not reasonably calculated to the discovery of admissible evidence.

Subject to and without waiving said objections, State Farm will produce a witness to testify regarding the application of the subject Policy terms to the Claim at issue in this litigation, as reflected in the non-privileged portions of the Claim File, which has been produced in this matter (SF_000001-578).

5. State Farm's internal guidance relating to the claims files and documents included in it and internal guidelines relating to hail, wind and roof claims. The term internal guidelines includes but is not limited to the Operation Guide, the jurisdictional reference, the claims manual. It includes, but is not limited to, the sections of the Operation Guide, jurisdictional resource and It would include any other written resources or oral guidance disseminated to the

claims employees in this case. These also include the FMEs mentioned on page 1717 of State Farm's production.

Response: State Farm objects to this Topic because the terms "internal guidance," "documents included in [claims files]," and "any other written resources or oral guidance disseminated to the claims employees" are vague and ambiguous. State Farm also objects to this Topic as vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to types of claims and insurance coverage or limited to the Policy applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). State Farm objects to this category on the grounds that it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case. Further, the information sought may also violate the attorney-client privilege and work product doctrine.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, and each claim is handled on its own individual merits. Other claims involving the application of other policy terms or other "internal guidance" are necessarily unrelated to the specific facts and issues in this case, especially to the extent they involve different Policies, coverages, terms, endorsements, and individuals, in addition to different properties of different ages, in different conditions. The application of policy terms or "internal guidance" in other claims and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims and/or defenses at issue in this litigation. Any such matters, unrelated to the event that is the subject of this lawsuit, have no nexus to the harm Plaintiffs herein claim to have sustained under the subject policy and are irrelevant, such that this Topic is not reasonably calculated to the discovery of admissible evidence.

State Farm objects to the production of a corporate representative to testify about the "FMEs" referenced in an evaluation of Claim Specialist Brandon Collins's performance spanning from January to March 2022—over two years prior to the reporting of the claim at issue. It may also be unduly burdensome depending on the interpretation of "FME." State Farm also objects to producing a corporate representative to testify about a notation that the individual who made the notation (Jeff Jasper) cannot recall what the 2022 notation referred to. *See* forthcoming Declaration of Jeff Jasper. Moreover, State Farm had incorporated "FME" guidelines into Operation Guide 75-160 by February 2022, more than two years before Plaintiffs' purported date of loss. State Farm has already produced the version of Operation Guide 75-160 that was operative at the time of Plaintiffs' loss as well as other claim handling guidelines relevant to this claim. Ultimately, Plaintiffs have failed to connect in any way to the issues or allegations in this case to the referenced "FMEs."

Subject to and without waiving said objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes, and Jurisdictional References in effect on the date of loss.

6. Any change made to claims handling guidelines relating to wind, hail or roofing claims in the last ten years.

Response: State Farm objects to the terms "any change" and "claims handling guidelines" as vague and ambiguous. State Farm further objects on the grounds that this topic is overly broad in scope, geography (not limited to Alabama) and time (ten years) given the fact this case involves a claim that arose under a single Alabama Homeowner's Policy concerning a claim with a loss reported on July 24, 2024 and is potentially unduly burdensome. This topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. Moreover, this Topic fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Further, the information sought may also violate the attorney-client privilege and work product doctrine.

Subject to and without waiving said objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

7. Who authored any changes to these resources in the last ten years, the substance of any change, the reason for the change, and any memoranda, drafts or other documents discussing the change.

Response: State Farm incorporates and adopts its objections and response to Topic 6 above. State Farm also objects to this Topic because the terms “these resources” is vague and ambiguous. Similarly, the request for the identification of any “author(s)” responsible for “any changes” to “these resources” “in the last ten years” is vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). State Farm further objects to this Topic to the extent it seeks information that is neither relevant to the claims nor defenses of any party nor proportional to the needs of the case. Further, the information sought may also violate the attorney-client privilege and work product doctrine. Subject to and without waiving said objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

II. Claim Handling for the Parkers

8. Your policies and procedures for handling homeowners claims in the last ten years.

Response: State Farm objects to this Topic on the grounds that it is overly broad in scope (not limited to types of claims and insurance coverage or to the guidelines directly involved in the handling of the subject Claim), geography (not limited to Alabama) and time (it is not limited to a reasonable period of time), and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). State Farm further objects on the grounds that this Topic is vague and ambiguous, specifically with respect to the use of the terms "policies and procedures" and "handling homeowners claims."

This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case. State Farm further objects to this Topic to the extent it seeks confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving said objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

9. The handling of the Robinson's claim[1]

Response: State Farm will produce a witness to testify regarding the handling of the Claim at issue, as well as the application of the subject Policy terms to the Claim at issue in this litigation, as reflected in the non-privileged portions of the Claim File, which has been produced in this matter (SF_000001-578).

10. The authority exercised and decisions made at each level in the handling of the Parkers' claim (adjuster, supervisor, manager, etc.).

Response: State Farm objects to this Topic because the terms "authority exercised" and "each level" are vague and ambiguous. State Farm also objects to the extent it seeks information that is neither relevant to the claims nor defenses of any party nor proportional to the needs of the case. Further, the information sought may also violate the attorney-client privilege and work product doctrine.

Subject to and without waiving said objections, State Farm will produce a witness to testify regarding the Claim at issue in this litigation, as reflected in the

[1] By "handling claims," Plaintiffs mean the actions of the defendants relating to receiving claims, investigating claims, communications with policyholders about claims, making claims decisions, communicating claims decisions and processing appeals. In other words, all actions taken by defendants with respect to a claim from the time it is reported until the time that it is closed.

non-privileged portions of the Claim File, which has been produced in this matter. (SF_000001-578).

III. Enterprise-Wide Programs and Initiatives

11. The existence, development, purpose, and application of any program designed to limit or diminish the payout of roof claims over the last ten years.

Response: State Farm objects to this Topic because the term "program" is vague and ambiguous. State Farm also objects to this Topic as argumentative and as assuming facts not in evidence, including the assumption that State Farm has "any program designed to limit or diminish the payout of roof claims over the last ten years." State Farm further objects to this Topic as vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to types of claims and insurance coverage or to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024.

The burden of undertaking efforts to identify responsive documents and educate a witness regarding such documents would outweigh any benefit to this case.

Additionally, State Farm objects to this Request to the extent it seeks trade secrets or other confidential, proprietary business information of State Farm. State Farm also objects to this Request as overbroad to the extent it seeks information that post-dates the filing of this case. Documents and information that post-date the filing of the Complaint are not relevant to any party's claims or defenses and not proportional to the needs of the case. State Farm also objects to the extent this Topics requests information subject to the attorney-client privilege or covered by the work product doctrine.

This Topic seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses that would entitle Plaintiffs to such discovery on discovery.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the content of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

12. Enterprise-wide initiatives, studies, or consulting firm analyses (including Accenture, McKinsey Haag, Donan, ProNet, the Wind and Hail Fire

Model Enhancement Teams. etc.) addressing roof claims or indemnity payments in general over the last ten years.

Response: As an initial matter, Plaintiffs' Complaint contains no allegations concerning "Accenture," "McKinsey," "Haag," "Donan," "ProNet," and the "Wind and Hail Fire Model Enhancement Teams." As these terms are understood (although Plaintiffs did not define such terms), none of these entities had any involvement in the claim at issue in the instant litigation.

State Farm objects to this Topic as vague, ambiguous ("**Enterprise-wide initiatives, studies, or consulting firm analyses. . . addressing roof claims or indemnity payments in general")**, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case.

Additionally, State Farm objects to the production of a corporate representative to testify about the "Wind and Hail Fire Model Enhancement Teams." State Farm's FME work—which began in early 2020—was an effort made by State Farm to improve the accuracy and quality of its claim handling process. As part of the FME, State Farm identified potential ways to improve consistency in handling wind/hail claims, including by requiring managerial approval for total roof replacements depending on the experience and level of authority of the adjuster and/or the nature of the weather event where it applies only to only those with light wind (less than 50 mph) or small hail (less than 1 inch). Because State Farm denied Plaintiffs' claim for a total roof replacement—and did not at any point recommend a total roof replacement—discovery as to "FMEs" is irrelevant, not tethered to the needs of the case, and is disproportionate. It may also be unduly burdensome depending on the interpretation of "FME." Moreover, State Farm had incorporated "FME" guidelines into Operation Guide 75-160 by February 2022, more than two years before Plaintiffs' purported date of loss. State Farm has already produced the version of Operation Guide 75-160 that was operative at the time of Plaintiffs' loss as well as other claim handling guidelines relevant to this claim. Ultimately, Plaintiffs have failed to connect in any way to the issues or allegations in this case to the referenced "FMEs."

Additionally, State Farm objects to this Request to the extent it seeks trade secrets or other confidential, proprietary business information of State Farm and to the extent it seeks information and/or documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce. State Farm also objects to this Request as overbroad to the extent it seeks information that post-dates the filing of this case. Documents and information that post-date the filing of the Complaint are not relevant to any party's claims or defenses and not proportional to the needs of the case. State Farm also objects to the extent this Topics requests information subject to the attorney-client privilege or covered by the work product doctrine.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

13. Any State Farm statements or internal documents regarding the enterprise-wide financial impact of roofing claims (e.g., $3.5B indemnity loss).

<u>**Response:**</u> State Farm objects to this Topic because the terms "statements" and "financial impact of roofing claims" are vague, ambiguous. State Farm also

objects to this Topic because it is overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case.

Additionally, State Farm objects to this Request to the extent it seeks trade secrets or other confidential, proprietary business information of State Farm. State Farm also objects to this Request as overbroad to the extent it seeks information that post-dates the filing of this case. Documents and information that post-date the filing of the Complaint are not relevant to any party's claims or defenses and not proportional to the needs of the case. State Farm also objects to the extent this Topics requests information subject to the attorney-client privilege or covered by the work product doctrine.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

14. **The location, title, purpose, and contents of the document quoted in Exhibit A.**

Response: Plaintiffs did not attach any Exhibit to their Notice. As such, no response is required at this time.

IV. Training and Guidelines

15. All Guidelines relating to what types of documents are included in a claim file and types of documents not included in a claim file.

Response: State Farm objects because this Topic seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses or Claim File that would entitle Plaintiffs to such discovery on discovery. It is also vague, ambiguous, and overly broad in scope, time and geography and as such it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). State Farm will not be presenting a witness for this Topic.

16. Training provided relating to appropriate documentation of the claims file.

Response: State Farm objects because this Topic seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses or Claim File that would entitle Plaintiffs to such discovery on discovery. It is also vague, ambiguous, and overly broad in scope, time and geography and as such it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama).

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

17. The content of the training provided to the State Farm claims employees relating to the highlighted lines of the exhibit to the February 3, 2026 email to Sarah Rawls regarding production of training materials.

Response: State Farm objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, the highlighted entries number approximately 96 separate course titles and span an extensive time period from approximately 2011 through 2025, covering roughly fourteen years of training history. The Topic is not limited in any way to the time frame to the handling of the subject claim, but instead seeks testimony concerning every highlighted course regardless of subject matter. For example, many of the highlighted courses pertain to topics unrelated to the roof system at issue in this case, including training concerning metal roofs and tile roofs, whereas the property at issue involves a composition shingle roof. In addition, several highlighted courses address roof safety protocols and inspection safety, the handling of interior claims, and training concerning Xactimate software and the preparation of estimates, none of which are relevant to the issues presented in this case. Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case.

Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. State Farm objects to this Topic to the extent that it seeks information protected by the attorney-client privilege or work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

18. The increases in Haag and wind/hail training that began occurring around 2020 and the reasons and causes for this increase, including but not limited to any studies, memoranda, analyses or other documents by outside consultants or internal groups or individuals.

Response: State Farm objects to this Topic because it assumes facts not in evidence (i.e. Haag and wind/hail training increased around 2020). State Farm also objects because this Topic is overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case.

Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. State Farm objects to this Topic to the extent that it seeks information protected by the attorney-client privilege or work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has/Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

19. The names and roles of the individuals involved in making the decision to implement the training referenced in number 18.

Response: State Farm objects to this Topic because it assumes facts not in evidence (i.e. Haag and wind/hail training increased around 2020). State Farm also objects because this Topic is overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case.

Moreover, materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case. State Farm objects to this Topic to the extent that it seeks information protected by the attorney-client privilege or work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiff has/Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss and additional representative versions of the Standard Claim Processes and Jurisdictional References available for handling of the underlying claim.

20. The use and application of State Farm's Operation Guide, Claims Manuals, Jurisdictional References, training materials and any other claims guidance in Alabama.

Response: State Farm objects to this Topic because the terms "training materials" and "any other claims guidance" are vague and ambiguous. State Farm also objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim, does confine itself to the individuals actually involved in the handling of the subject claim) and time (not limited to the time in question). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, and each claim is handled on its own individual merits. The materials on which individuals were trained prior to the date of loss, and which were obsolete on the date of loss, which pertain only to other losses, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case.

Further, due to the overly broad nature of this Topic, the question is also a potential invasion of the attorney-client privilege and the work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about the application of relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

V. <u>Financial Incentives and Evaluation</u>

21. State Farm's methods of evaluating claims personnel, including scorecards, evaluations, and performance reviews.

<u>Response:</u> State Farm objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim, types of claims and insurance coverage, and does confine itself to the individuals actually involved in the handling of the subject claim), time (not limited to the time in question), and geography (not limited to Alabama). It is also vague and ambiguous especially as it pertains to the terms "scorecards," "evaluations" and "performance reviews."

Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. State Farm's P&C Claims personnel that investigate and evaluate homeowner's insurance claims are not compensated or evaluated based on the number of or dollar amount of claims paid or denied, nor are they compensated or evaluated on a per claim basis or based upon claim outcomes. Moreover, the burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case. Further, due to the overly broad nature of this Topic, the question is also a potential invasion of the attorney-client privilege and the work product doctrine.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, for which there is only a $4,800 difference in estimates at issue, and each claim is handled on its own individual merits. Any evaluations conducted prior to the date of loss, and which were obsolete on the date of loss, which pertain only to claim handlers not involved in the subject claim, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case.

Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

Subject to and without waiving any objections, State Farm will produce a witness to testify about the performance-evaluation information related to Richard Davis, Brandon Collins, Jake Rosas, and Patrick McAbee for five (5) years.

22. The compensation structure for claims employees, including bonuses, raises, incentives, and metrics used to evaluate performance.

Response: State Farm objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim, types of claims and insurance coverage at issue, and does confine itself to the individuals actually involved in the handling of the subject claim), time (not limited to the time in question), and geography (not limited to Alabama).

Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. State Farm's P&C Claims personnel that investigate and evaluate homeowner's insurance claims are not compensated or evaluated based on the number of or dollar amount of claims paid or denied, nor are they compensated or evaluated on a per claim basis or based upon claim outcomes. Moreover, the burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case. Further, due to the overly broad nature of this Topic, the question is also a potential invasion of the attorney-client privilege and the work product doctrine.

Additionally, it must be noted that this case involves only Plaintiffs' single insurance claim with State Farm, and each claim is handled on its own individual merits. Any "compensation structure" in place prior to the date of loss, and which was obsolete on the date of loss, which pertains only to claim handlers not involved in the subject claim, and/or which pertains only to other areas of the country, are neither material nor relevant to the matters at issue in this case.

As explained by Claim Consultant Byron Galloway, State Farm's claim handlers are not compensated or evaluated based on dollar amounts paid or denied or per-claim results. State Farm has also produced a document titled Performance Assessment which affirms the content of Mr. Galloway's affidavit. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be presenting a witness on this Topic.

23. The evaluations of the claims employees involved in this case and produced in this case.

Response: State Farm objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim, time (not limited to the time in question), and geography (not limited to Alabama).

Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. Subject to and without waiving any objections, State Farm will produce a witness to testify about the performance-evaluation information related to Richard Davis, Brandon Collins, Jake Rosas, and Patrick McAbee for five (5) years.

24. The development of the Fire Quality Reports produced as (insert bates numbers) and any similar reports used to evaluate the claims personnel in this case.)

Response: State Farm objects to this Topic as vague and ambiguous, specifically, with respect to what is meant by "Fire Quality Reports" and "similar reports used to evaluate the claims personnel." State Farm further objects to this Topic as vague, ambiguous, and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to types of claims and insurance coverage or to materials applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents and educate a witness regarding such documents would outweigh any benefit to this case.

Additionally, State Farm objects to this Request to the extent it seeks trade secrets or other confidential, proprietary business information of State Farm. State Farm also objects to this Request as overbroad to the extent it seeks information that post-dates the filing of this case. Documents and information that post-date the filing of the Complaint are not relevant to any party's claims or defenses and not proportional to the needs of the case. State Farm also objects to the extent this Topics requests information subject to the attorney-client privilege or covered by the work product doctrine.

It must also be noted that this case involves only Plaintiffs' single property loss in Jefferson Couty reported on July 24, 2024, and each claim is handled on its own individual merits. Any "development" of a "Fire Quality Report" or "similar reports" conducted prior to the date of loss and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case.

This Topic seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses that would entitle Plaintiffs to such discovery on discovery.

Subject to and without waiving any objections, State Farm also agrees to produce a witness to testify about State Farm's Fire Property Claims Quality Plan that was in effect on the date of loss and about the performance-evaluation information related to Richard Davis, Brandon Collins, Jake Rosas, and Patrick McAbee for five (5) years.

25. Any changes made to the criteria in the fire quality reports or similar reports in the last ten years, the individuals involved in making these changes, and the reasons or causes for these changes including but not limited to any studies, memoranda, analyses or other documents by outside consultants or internal groups or individuals.

Response: State Farm objects to this Topic as vague and ambiguous, specifically, with respect to what is meant by "Fire Quality Reports" and "similar reports." State Farm also objects to this Topic on the grounds that it is overly broad in scope (not limited to types of claims and insurance coverage or to the guidelines directly involved in the handling of the subject Claim), geography (not limited to Alabama) and time (it is not limited to a reasonable period of time), and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6).

This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defenses of any party nor proportional to the needs of the case. State Farm further objects to this Topic to the extent it seeks confidential, proprietary business information. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be presenting a witness on this Topic.

26. Financial goals, cost-benefit analyses, ROI studies, or indemnity reduction targets relating to roof claims.

Response: State Farm objects to this Topic as it is vague and ambiguous with respect to the use of the terms "[f]inancial goals, cost benefit analyses, ROI studies, or indemnity reduction targets." State Farm objects to this Topic because it is overly broad in scope, time, and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim or types of claims and insurance coverage at issue and not limited to materials related to the individuals actually involved in the handling of the subject claim), time (not limited to the time in question), and geography (not limited to Alabama). It is also argumentative and assumes facts not in evidence (that there are "financial goals. . . or indemnity reduction targets relating to roof claims"), and as such is improper and harassing.

Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. State Farm's P&C Claims personnel that investigate and evaluate homeowner's insurance claims are not compensated or evaluated based on the number of or dollar amount of claims paid or denied, nor are they compensated or evaluated on a per claim basis or based upon claim outcomes. Further, due to the overly broad nature of this Topic, the question is also a potential invasion of the attorney-client privilege and the work product doctrine.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson Couty reported on July 24, 2024, and each claim is handled on its own individual merits. Any “cost-benefit,” “ROI studies,” or other analyses conducted prior to the date of loss, and which were obsolete on the date of loss, and/or which pertain only to other areas of the country, are neither material nor relevant to the matters at issue in this case.

Further, the Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. This Topic goes beyond what is needed to address the claims and defenses at issue in this litigation; it is not likely to assist in the resolution of this this case, and therefore any burden to State Farm would be disproportionate to the scope of the matter.

State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, due to the overly broad nature of this Topic, the question is also a potential invasion of the attorney-client privilege and the work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be presenting a witness for this Topic.

27. The use of Xactanalysis, Xactware, or other software to track indemnity dollars, run reports, or evaluate claims.

Response: State Farm objects to this Topic as it is vague and ambiguous with respect to the use of the terms “other software,” “track indemnity dollars,” “run reports” and “evaluate claims.” State Farm also objects to this Topic because it is overly broad in scope, time, and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the subject claim, types of claims and insurance coverage, and does confine itself to the individuals actually involved in the handling of the subject claim), time (not limited to the time in question), and geography (not limited to Alabama). Further, the Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. This Topic goes beyond what is needed to address the claims and defenses at issue in this litigation; it is not likely to assist in the resolution of this this case, and therefore any burden to State Farm would be disproportionate to the scope of the matter. Moreover, this Topic is not relevant as the Claim File documentation produced shows that State Farm only used Xactimate software to assist in the evaluation of Plaintiffs' claimed damages to the interior of their home—damages that Plaintiffs do not allege State Farm owe as part of this lawsuit.

Each Claim is handled on its own merits. The Claim File speaks for itself as to how this claim was evaluated, and non-privileged portions of this Claim File have already been produced to Plaintiffs.

Additionally, it must be noted that this case involves only Plaintiffs' single property loss in Jefferson County reported on July 24, 2024, and each claim is handled on its own individual merits. Any use of "Xactanalysis, Xactware, or other software" conducted prior to the date of loss, and which was obsolete on the date of loss, which pertains only to other claims rather than the subject claim, and/or which pertains only to other areas of the country, is neither material nor relevant to the matters at issue in this case. State Farm will not be presenting a witness for this Topic.

VI. Patterns and Similar Incidents

28. Lawsuits in Alabama in the past five years involving alleged denial or underpayment of roof claims.

Response: State Farm objects to this Topic because the terms "denial or underpayment of roof claims" are vague and ambiguous. State Farm also objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to the cause of loss at issue in the subject claim) and time (not limited to the time in question). State Farm further objects to this Topic on the grounds that it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of any complaints or lawsuits pertaining to other, unrelated claims/matters will neither prove nor disprove any claims and/or defenses at issue in this litigation. Each claim is handled on its own individual merits. State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and unduly invades the privacy rights of policyholders who are not parties to this lawsuit; the documents sought may also violate the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be producing a witness on this Topic.

29. Depositions, affidavits, or testimony by State Farm employees relating to roof claims, including prior testimony in Hosier, Bates, Bishop, etc.

Response: State Farm objects to this Topic as overly broad, unduly burdensome, disproportional to the needs of the case, and irrelevant to the claims and defenses in this action because it seeks discovery of "[d]epositions, affidavits, or testimony" in "Hosier, Bates, Bishop, etc." which: (1) contains no identifying information such as case style, venue, relevant dates, claims made, etc.; (2) have no bearing on (or connection to) Plaintiffs' insurance claim at issue in this case, (3) may contain the testimony of individuals who have no relation to (or connection with) Plaintiffs' insurance claim at issue in this case; and (4) may have been taken in cases that have no relation to (or connection with) Plaintiffs' insurance claim at issue in this case; and (5) may contain confidential, proprietary, and/or trade secret information of State Farm and/or third parties. As such, the Topic is not reasonably tailored to include only matters relevant to the issues involved in this case. The existence of other claims, and/or what may or may not have occurred with respect to another claim, will neither prove nor disprove any claims or defenses at issue in this case; each claim is handled on its own individual merits. Moreover, matters unrelated to the event that is the subject of this case have no nexus to the harm claimed to have been sustained by the Plaintiffs herein and are irrelevant such that the Topic is not reasonably calculated to lead to relevant facts. *See State Farm Mutual Auto. Ins. Co. v. Campbell*, 538 U.S. 408 (2003). State Farm also objects to the term "etc." as one in which State Farm is incapable of understanding or responding to. Moreover, State Farm objects to this Topic on the grounds that it is overly broad and fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6).

The irrelevance of this Topic is further emphasized by the numerous material differences between *Hosier v. State Farm et al.*, CJ-2021-1741,[2] an Oklahoma case, and this case including, but not limited to, the fact that the insurance claim at issue in *Hosier*: (1) related to alleged damage sustained on or about April 28, 2020 in Oklahoma – or over four years before Plaintiffs' Alabama claim alleging damage for a loss reported on July 24, 2024; (2) related to alleged storm damage and

[2] State Farm assumes, for the purpose of efficiency, that Plaintiffs' vague reference to "Hosier" refers to this case based on Plaintiffs' prior reference to "Hosier" in their Request for Production No. 23. Plaintiffs have not provided any identifying information about "Bates" or "Bishop" to date.

improper repairs of a prior loss; (3) involved different claims personnel; and (4) involved completely different coverage issues and underlying facts.

State Farm also objects to this Topic because it undermines the Federal Rules of Civil Procedure. Requests for cloned discovery are disfavored because they deprive the Court and the responding party of the ability to consider the relevance of the information sought to the specific claims and defenses in the pending case. Furthermore, the Topic threatens to circumvent limits on the number and length of depositions, and limits on the number of other discovery requests.

Finally, State Farm objects to this Topic to the extent it seeks confidential business information, invades the privacy rights of policyholders who are not parties to this lawsuit, and calls for the production of information that is subject to the terms of at least one protective order (entered in *Hosier* on January 3, 2022), and/or any other agreements between the parties. State Farm relied on such protective orders and/or other agreements in providing testimony and documents with the expectation of confidentiality and as such, reproduction of such testimony and documents in other unrelated litigations will eviscerate the purpose and intent of those protective orders and/or other agreements between the parties. Plaintiffs have not established that such information is necessary for a fair adjudication of this case and permitting Plaintiffs to use discovery in one case to circumvent protective orders and confidentiality agreements in other unrelated cases is against public policy and violates the Federal Rules of Civil Procedure. State Farm will not be producing a witness on this Topic.

30. Consumer complaints to the Alabama DOI concerning roof claims and State Farm's responses.

Response: State Farm objects to this Topic because the term "complaints" is vague and ambiguous State Farm also objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials pertinent to the specific insurance claims and/or coverages at issue in this litigation and not limited to the cause of loss at issue in the subject claim) and time (not limited to a reasonable period of time). State Farm further objects to this Topic on the grounds that it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of any complaints pertaining to other, unrelated claims/matters will neither prove nor disprove any claims and/or defenses at issue in this litigation. Each claim is handled on its own individual merits. State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and unduly invades the privacy rights of policyholders who are not parties to this lawsuit; the documents sought may also violate the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be producing a witness on this Topic.

31. Any pending claims or investigations relating to State Farm's practices in handling roof claims by any department of insurance.

Response: State Farm objects to this Topic because the phrases "pending claims or investigations" and "practices in handling roof claims" are vague and ambiguous State Farm also objects to this Topic because it is overly broad in scope and time, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials pertinent to the specific insurance claims and/or coverages at issue in this litigation and not limited to the cause of loss at issue in the subject claim), time (not limited to a reasonable period of time), and geography (not limited to Alabama). State Farm further objects to this Topic on the grounds that it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. The existence of any complaints pertaining to other, unrelated claims/matters will neither prove nor disprove any claims and/or defenses at issue in this litigation. Each claim is handled on its own individual merits. State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and unduly invades the privacy rights of policyholders who are not parties to this lawsuit; the documents sought may also violate the attorney-client privilege and work product doctrine. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be producing a witness on this Topic.

VII. <u>Discovery Custodians and Repositories</u>

32. The location and custodian of any document requested in discovery.

<u>Response:</u> As an initial matter, this Topic clearly seeks impermissible "discovery on discovery" and as such is both improper and harassing. Plaintiffs have not set forth any evidence suggesting any deficiencies in State Farm's discovery responses that would entitle Plaintiffs to such discovery on discovery.

State Farm also objects to this Topic on the grounds that it is overly broad scope, geography and time and not reasonably tailored to include only matters relevant to the issues involved in this lawsuit involving a claim that arose under a single Alabama Homeowner's Policy concerning a claim with a loss reported on July 24, 2024. State Farm further objects to this Topic on the grounds that it is overly broad and fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6). This Topic seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. This Topic goes beyond what is needed to address the claims and defenses at issue in this litigation; it is not likely to assist in the resolution of this this case, and therefore any burden to State Farm would be disproportionate to the scope of the matter. Additionally, due to the overly broad nature of this Topic, it is also a potential invasion of the attorney-client privilege and/or the work product doctrine. State Farm will not be presenting a witness on this Topic.

33. The documents produced at bates numbers 1140-1162: a description of them, when they were authored and by whom, and what they reflect.

Response: State Farm objects to this Topic because the documents speak for themselves and because when the documents were created and by whom are not relevant to the needs of this case. State Farm further objects to the extent this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024.

State Farm is willing to meet and confer on this Topic to see if the parties can reach agreement on a more narrowly-tailored category. Otherwise, State Farm will not be producing a witness on this Topic.

VIII. Claim Process Changes and Oversight

34. Changes made to State Farm's homeowner claims process in the last ten years to adjustment of roofing claims, including those testified to by Richard Davis in his deposition at pages 49 through 52.

Response: State Farm objects to this Topic as vague and ambiguous ("changes made to. . .claims process. . .adjustment of roofing claims"), and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to the "processes" applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. The burden of undertaking efforts to identify responsive documents would outweigh any benefit to this case.

State Farm's procedures are intended to provide guidance, but each claim is handled on its own merits. State Farm objects to this Topic to the extent that it seeks information protected by the attorney-client privilege or work product doctrine. Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case.

As to the Topic regarding Richard Davis's deposition testimony (i.e., testimony about State Farm requiring managerial approval for total roof replacements in claims involving light wind (less than 50 mph) or small hail (less than 1 inch), because State Farm denied Plaintiffs' claim for a total roof replacement—and did not at any point recommend a total roof replacement—the requested testimony is irrelevant, not tethered to the needs of the case, and is disproportionate.

Subject to and without waiving the aforementioned objections, State Farm will produce a witness to testify about relevant sections of the Operation Guide for handling of the underlying claim that were applicable and in effect during the relevant timeframe along with the applicable Standard Claim Processes and Jurisdictional References in effect on the date of loss.

35. In the last ten years, changes made to overall authority given to claims specialists, team managers, and section managers relating to, wind/hail, the ability to seek a total roof replacement and ability to conduct an onsite roof inspection, including those testified to by Richard Davis in his deposition at pages 49 through 52.

Response: State Farm objects to this Topic as vague and ambiguous ("changes made to. . .overall authority. . . relating to, wind/hail, the ability to seek a total roof replacement and ability to conduct an onsite roof inspection"), and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to the "changes" applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024 and which did not involve requests for authority related to the roof because State Farm denied Plaintiffs' claim for a total roof replacement. The burden of undertaking efforts to identify responsive documents would outweigh any benefit to this case.

As to the Topic regarding Richard Davis's deposition testimony (i.e., testimony about State Farm requiring managerial approval for total roof replacements in claims involving light wind (less than 50 mph) or small hail (less than 1 inch), because State Farm denied Plaintiffs' claim for a total roof replacement—and did not at any point recommend a total roof replacement—the requested testimony is irrelevant, not tethered to the needs of the case, and is disproportionate. State Farm will not be presenting a witness for this Topic.

36. The identity of the individuals involved in suggesting and making these changes, the substance of any change, the reason for the change, and any memoranda, drafts or other documents suggesting or discussing the change.

Response: State Farm objects to this Topic as vague and ambiguous ("these changes" and/or "changes made to. . .overall authority. . . relating to, wind/hail, the ability to seek a total roof replacement and ability to conduct an onsite roof inspection"), and overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to the "changes" applicable to the subject claim), time (not limited to the time in question) and geography (not limited to Alabama). Further, this Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024 and which did not involve requests for authority related to the roof because State Farm denied Plaintiffs' claim for a total roof replacement. The burden of undertaking efforts to identify responsive documents would outweigh any benefit to this case.

As to the Topic regarding Richard Davis's deposition testimony (i.e., testimony about State Farm requiring managerial approval for total roof replacements in claims involving light wind (less than 50 mph) or small hail (less than 1 inch), because State Farm denied Plaintiffs' claim for a total roof replacement—and did not at any point recommend a total roof replacement—the requested testimony is irrelevant, not tethered to the needs of the case, and is disproportionate. State Farm will not be presenting a witness for this Topic.

IX. Marketing and Representations

37. Marketing, sales, or promotional materials provided to consumers concerning roof coverage, replacement cost, or claim handling.

Response: State Farm objects to this Topic as vague and ambiguous, especially as it pertains to the terms and phrases "materials provided to consumers," "roof coverage," "replacement cost" and "claim handling. State Farm also objects to this Topic as overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the specific insurance policy/coverages at issue in this litigation), time (not limited to the time in question) and geography (not limited to Alabama). State Farm objects to this Topic as it has no relevance to the facts or handling of the claim underlying this lawsuit, and as such, it is not reasonably calculated to lead to the discovery of admissible evidence; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. There are no allegations within the Plaintiffs' complaint regarding marketing, sales, or promotional materials, Plaintiffs have not alleged any reliance upon such materials, nor have Plaintiffs produced any evidence of such materials despite requests by State Farm requests to do so. Additionally, this Topic is overly broad in scope and time, and responding may be unduly burdensome.

Moreover, the burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case. State Farm will not be presenting a witness on this Topic.

38. Any infographic provided to policyholders discussing hail or wind damage in the last five years.

Response: State Farm objects to this Topic as vague and ambiguous, especially as it pertains to the terms and phrases "infographic provided to policyholders," and "discussing hail or wind damage." State Farm also objects to this Topic as overly broad in scope, time and geography, and, as such, it fails to describe with reasonable particularity the matters for examination required under Fed. R. Civ. P. 30(b)(6). Specifically, it is overly broad in scope (not limited to materials applicable to the specific insurance policy/coverages at issue in this litigation), time (not limited to the time in question) and geography (not limited to Alabama). State Farm objects to this Topic as it has no relevance to the facts or handling of the claim underlying this lawsuit, and as such, it is not reasonably calculated to lead to the discovery of admissible evidence; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case which relates to a claim that arose under a single Alabama Homeowner's Policy with a loss reported on July 24, 2024. There are no allegations within the Plaintiffs' complaint regarding marketing, sales, or promotional materials, Plaintiffs have not alleged any reliance upon such materials, nor have Plaintiffs produced any evidence of such materials despite requests by State Farm requests to do so. Additionally, this Topic is overly broad in scope and time, and responding may be unduly burdensome.

Moreover, the burden of undertaking efforts to identify responsive documents and educating a witness regarding the information contained therein would outweigh any benefit to this case. State Farm will not be presenting a witness on this Topic.

X. <u>Parkers' Claim Contentions</u>

39. The facts supporting the defenses you have asserted in this case.

<u>Response:</u> State Farm objects to this Topic to the extent it is premature. Discovery is not yet complete. Subject to and without waiving any objections, State Farm will produce a witness to testify regarding its handling of the claim at issue in this litigation. as well as the application of the subject Policy terms to the Claim at issue in this litigation, and the information contained within the previously produced portions of the subject Claim File (SF_000001-578).

XI. <u>Underwriting</u>

40. Underwriting guidelines relating to roofs.

<u>Response:</u> State Farm objects to this Topic on the grounds that it is overly broad with respect to the broad categories of documents potentially encompassed by this Topic. Specifically, this Topic is overly broad in scope (not limited to materials applicable to the specific insurance policy/coverages at issue in this litigation), time (not limited to a reasonable period of time), and geographic area (not limited to materials applicable to Alabama). This Topic is not reasonably tailored to include only matters relevant to the issues involved in this lawsuit and is potentially unduly burdensome; it seeks information that is neither relevant to the claims or defense of any party nor proportional to the issues in this case. There is no dispute that the applicable policy was in effect on the date of loss and that it applies to wind and hail claims. The claim sued upon involves a dispute as to whether and what extent Plaintiffs' property was damaged. Any underwriting "guidelines" are not probative of that dispute. State Farm also objects to this Topic on the grounds that it is overly broad and fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6). Finally, State Farm objects to this Topic to the extent it seeks confidential, proprietary business information and/or trade secrets. Plaintiffs have not established that such information is necessary to a fair adjudication of this case. State Farm will not be presenting a witness on this Topic.

41. Underwriting, pre-loss inspections, and other pre-loss information available to State Farm relating to the Parkers' home.

Response: State Farm objects to this Topic as vague and ambiguous, specifically with respect to the use of the terms "underwriting" or "other pre-loss information." State Farm further objects to this Topic to the extent it is overly broad in scope and unduly burdensome. There is no dispute that the applicable policy was in effect on the date of loss and that it applies to lightning claims. The claim sued upon involves a dispute as to whether and what extent Plaintiffs' property was damaged. Any underwriting "guidelines" are not probative of that dispute. Subject to and without waiving any objections, State Farm will produce a witness to testify regarding the lack of pre-loss inspections of Plaintiffs' home and Plaintiffs' application for homeowners' insurance (SF_000634-637).

RESPONSES AND OBJECTIONS TO SPECIFIC DOCUMENT REQUESTS[3]

(1) Any documents used by the witness to obtain knowledge on behalf of the corporation or to refresh his or her recollection.

Response: State Farm objects to the extent this requests "any" document as overly broad and unduly burdensome. It is impossible to represent, even after a reasonably diligent search, that "any" document or piece of information falling within the broad descriptions tendered by Plaintiffs has been located or can be addressed. State Farm can only state what it has or will agree to produce after a reasonably diligent search. State Farm also objects to the production of documents that have already been produced in this case. Moreover, State Farm objects to this Topic because it fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6).

State Farm further objects to any interpretation of this response as an agreement or commitment to produce a corporate representative witness pursuant to Fed. R. Civ. P. 30(b)(6) to testify as to topics or matters described in Plaintiffs' document requests. Nothing in this response shall be construed as a waiver of any

[3] While Plaintiff makes a request for documents pursuant to "30(b)(5),"there is no standalone "30(b)(5)" request for documents under the current Federal Rules of Civil Procedure. Nonetheless, State Farm responds to the document request made in connection with the Rule 30(b)(6) notice.

objections State Farm may have to any Rule 30(b)(6) deposition notice, including but not limited to the scope, relevance, proportionality, or description, or as an agreement to designate a witness to testify on behalf of State Farm as to any or all of Plaintiffs' document requests.

Subject to and without waiving any objections, State Farm directs Plaintiffs to the documents previously produced in this matter (including, but not limited to, the non-privileged portions of the Claim File located at SF_000001-578, the Policy located at SF_000579-663, and other documents that may be produced following a meet and confer and/or Court order).

(2) Any document necessary for the witness to answer on behalf of the corporation.

Response: State Farm objects to the extent this requests "any" document as overly broad and unduly burdensome. It is impossible to represent, even after a reasonably diligent search, that "any" document or piece of information falling within the broad descriptions tendered by Plaintiffs has been located or can be addressed. State Farm can only state what it has or will agree to produce after a reasonably diligent search. State Farm also objects to the production of documents that have already been produced in this case. Moreover, State Farm objects to this Topic because it fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6).

State Farm further objects to any interpretation of this response as an agreement or commitment to produce a corporate representative witness pursuant to Fed. R. Civ. P. 30(b)(6) to testify as to topics or matters described in Plaintiffs' document requests. Nothing in this response shall be construed as a waiver of any objections State Farm may have to any Rule 30(b)(6) deposition notice, including but not limited to the scope, relevance, proportionality, or description, or as an agreement to designate a witness to testify on behalf of State Farm as to any or all of Plaintiffs' document requests.

Subject to and without waiving any objections, State Farm directs Plaintiffs to the documents previously produced in this matter (including, but not limited to, the non-privileged portions of the Claim File located at SF_000001-578, the Policy located at SF_000579-663, and other documents that may be produced following a meet and confer and/or Court order).

(3) A complete copy of the claims file or any other document in State Farm's possession relating to the claim.

Response: State Farm objects to the extent this requests "any" document as overly broad and unduly burdensome. It is impossible to represent, even after a reasonably diligent search, that "any" document or piece of information falling within the broad descriptions tendered by Plaintiffs has been located or can be addressed. State Farm can only state what it has or will agree to produce after a reasonably diligent search. State Farm also objects to the production of documents that have already been produced in this case. Moreover, State Farm objects to this Topic because it fails to describe with reasonable particularity the matters for examination. Fed. R. Civ. P. 30(b)(6).

State Farm further objects to any interpretation of this response as an agreement or commitment to produce a corporate representative witness pursuant to Fed. R. Civ. P. 30(b)(6) to testify as to topics or matters described in Plaintiffs' document requests. Nothing in this response shall be construed as a waiver of any objections State Farm may have to any Rule 30(b)(6) deposition notice, including but not limited to the scope, relevance, proportionality, or description, or as an agreement to designate a witness to testify on behalf of State Farm as to any or all of Plaintiffs' document requests.

Subject to and without waiving any objections, State Farm directs Plaintiffs to the documents previously produced in this matter (including, but not limited to, the non-privileged portions of the Claim File located at SF_000001-578, the Policy located at SF_000579-663, and other documents that may be produced following a meet and confer and/or Court order).

Respectfully submitted this the 4th day of March 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on March 4, 2026, a true and correct copy of the foregoing has been served on all parties to this action by e-file using the Court's ECF Filing System addressed as follows:

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