UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

CRAIG COMBS, an individual, Plaintiff, v. CSAA GENERAL INSURANCE COMPANY, a Foreign Corporation, Defendant.	)	Case No. CIV-25-805-J

ORDER

Before the Court is Defendant's Motion for Summary Judgment on Plaintiff's Claims [Doc. No. 24]. Plaintiff has filed a response,[1] and Defendant has filed a reply. Based upon the parties' submissions, the Court makes its determination.

I. Background

This case arises out of Plaintiff's insurance claim for wind and hail damage to Plaintiff's roof that allegedly occurred on or about July 25, 2024. On September 25, 2024, Plaintiff submitted a claim to Defendant for wind and hail damage to his roof. Defendant's adjuster contacted Plaintiff that same day, and later that day Field Inspector Logan Glasgow (FI Glasgow) contacted Plaintiff and sent a claims acknowledgement letter to Plaintiff. FI Glasgow then assigned the inspection of Plaintiff's roof to Compass Claims (Compass).

On October 3, 2024, Compass inspected Plaintiff's property with Plaintiff and Plaintiff's contractor, Honor Roofing and Construction. Following the inspection, Compass created a Loss Report, noting damage to the metals, including the valley metal, turbine vents and turtle vents, but

[1] In his response, Plaintiff notes on page 2 that he "renews his request under Rule 56(d) as set forth in Part III.E." Plaintiff's response, however, does not contain a Part III.E or any further discussion regarding a Rule 56(d) request. The Court accordingly finds Plaintiff has waived this issue.

noting no damage to the shingles. The report further notes that Plaintiff's contractor stated they are aware of the lack of damage to the shingles but the removal of the valley metal will require replacement of the adjacent shingles and the shingles are discontinued. It was further noted in the report that the contractor stated: "they are attempting to get the roof replaced on technicalities and not direct physical damage to the shingles." Loss Report [Doc. No. 24-4] at 1. The Loss Report also notes hail damage to various gutters and downspouts. Finally, the Loss Report notes a Replacement Cost Value (RCV) of $9,297.12, depreciation of $1,438.73, an Actual Cash Value (ACV) of $7,858.39, and after subtracting the deductible, a claim payable of $6,797.12.

On October 6, 2024, FI Glasgow completed an estimate for covered damages to Plaintiff's property (Estimate). The Estimate notes a RCV of $7,968.61, depreciation of $1,156.59, an ACV of $6,812.02, and after subtracting the deductible, a claim payable of $4,312.02, with recoverable depreciation of $1,156.59. FI Glasgow provided an estimate to Plaintiff by email and by letter. In his communications, FI Glasgow explained that the damage to the valley metal was excluded under the Policy and wear and tear to the shingles was denied pursuant to the Policy.

On October 16, 2024, Aaron Potter (Potter) of Superior Roofing emailed FI Glasgow stating that he had found sufficient damage to Plaintiff's roof to justify replacement and that he had completed a roof replacement for Plaintiff's next-door neighbor. FI Glasgow responded that Potter could provide additional photos but that the prior photos showed no damage to the shingles. Potter recommended reinspection and provided additional photos on October 24, 2024. FI Glasgow asserts he reviewed the photos and determined there was no hail damage to the shingles and issued a denial letter.

On January 23, 2025, Defendant received a letter of representation from Public Adjuster Emmit Deatherage (PA Deatherage) and a sworn proof of loss for a total replacement of Plaintiff's roof. There were various communications between FI Glasgow and PA Deatherage regarding the damage to Plaintiff's roof, what caused the damage, and the extent of repairs needed to fix the damage. On March 21, 2205, PA Deatherage emailed FI Glasgow's supervisor, Damien Armstrong (Armstrong) and requested he review Plaintiff's claim. That same day, Armstrong responded by email that he had reviewed the documentation and was in agreement with FI Glasgow's assessment.[2]

On June 10, 2025, Plaintiff filed this case in the District Court of Oklahoma County, State of Oklahoma. On July 21, 2025, this case was removed to this Court. Defendant now moves for summary judgment as to Plaintiff's breach of contract, bad faith, and punitive damages claims.

II. <u>Standard of Review</u>

Summary judgment is warranted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). Material facts are those which "might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). A dispute is genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Id.* To determine whether this standard is met, the Court views the evidence in the light most favorable to the non-moving party. *See Estate of Booker v. Gomez*, 745 F.3d 405, 411 (10th Cir. 2014). "[T]he plain language of Rule 56(c) mandates entry of summary judgment . . . against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-23 (1986).

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[2] Plaintiff asserts Armstrong's email response was within a few minutes of his receiving PA Deatherage's email. Because Armstrong and Deatherage were in different time zones, the email response was not within minutes of receiving the email.

III. Analysis

A. Breach of contract claim

Plaintiff asserts a breach of contract claim based upon Defendant's alleged failure to pay Plaintiff all of the benefits owed under the Policy. Defendant asserts it is entitled to summary judgment as to this claim. While Plaintiff has alleged a number of bases for his breach of contract claim in this case, in his response to Defendant's motion for summary judgment, Plaintiff relies on only one alleged breach – Defendant's failure to pay for replacing the valley metal, an item Defendant's inspector noted when he inspected Plaintiff's roof.[3] Specifically, Plaintiff contends the exclusion Defendant relies upon, the cosmetic damage to metal roof covering caused by hail exclusion (Exclusion), does not apply.

The Exclusion provides:

> Cosmetic loss or damage means damage that only alters the physical appearance of the metal roof covering but does not result in damage that allows the penetration of water through the roof covering or does not result in the failure of the roof covering to perform its intended function, to keep out elements over an extended period of time.
>
> Metal roof covering means the metal roofing material exposed to the weather, the underlayments applied for moisture protection, and all flashings required in the replacement of a metal roof covering.
>
> We do not cover cosmetic loss or damage to metal roof coverings caused by the peril of hail.

Policy [Doc. No. 24-1] at 47.

Plaintiff asserts the Exclusion does not apply to his claim for two reasons. First, Plaintiff states that his roof is an impact-resistant shingle roof and is not a metal roof. Having reviewed the

[3] Because Plaintiff does not raise or address in his response any of the other bases he has previously raised, the Court declines to address these bases.

Policy, as well as the parties' submissions, and viewing the evidence in the light most favorable to Plaintiff, the Court concludes the Exclusion applies to all roof coverings that are metal and is not limited to roof coverings on metal roofs. Second, Plaintiff asserts the damage to the valley metal was not "cosmetic damage." Plaintiff, however, has not presented any evidence to support this assertion.

Accordingly, the Court concludes Defendant should be granted summary judgment as to Plaintiff's breach of contract claim.

B. Bad faith claim

Plaintiff also asserts a claim for breach of the duty of good faith and fair dealing. "If there is a legitimate dispute about coverage, an insurer's decision to refuse to pay a claim or to litigate a dispute is not a beach of the duty of good faith where the insurer's position is 'reasonable and legitimate.'" *Southern Hospitality, Inc. v. Zurich Am. Ins. Co.*, 393 F.3d 1137, 1142 (10th Cir. 2004) (citing *Oulds v. Principal Mut. Life Ins. Co.*, 6 F.3d 1431, 1436 (10th Cir. 1993) (applying Oklahoma law)). In light of the Court's determination that Defendant did not breach the Policy, the Court finds Defendant did not breach the duty of good faith and fair dealing. Accordingly, the Court concludes Defendant should be granted summary judgment as to Plaintiff's bad faith claim.

IV. Conclusion

For the reasons set forth above, the Court GRANTS Defendant's Motion for Summary Judgment on Plaintiff's Claims [Doc. No. 24].

IT IS SO ORDERED this 15th day of September, 2026.

BERNARD M. JONES, II
UNITED STATES DISTRICT JUDGE