IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

(1) CRAIG COMBS, an individual,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 25-cv-00805-J
	)	
(1) CSAA GENERAL INSURANCE COMPANY, a Foreign Corporation,	)	
	)	
Defendant.	)	

PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND BRIEF IN SUPPORT

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INTRODUCTION

CSAA tells this Court the case is nothing more than a legitimate dispute about shingles. CSAA's own file tells a very different story. CSAA's field inspector valued the claim at $9,297.12, computed a "Claim Payable" of $6,797.12, and recommended in writing a payment of $5,358.39. CSAA paid $4,312.02. The gap between what CSAA's own investigation found and what CSAA actually paid is not the product of any dispute. **It is the product of a deletion.**

The morning after the Loss Report was completed under a signature block bearing his own name, CSAA desk adjuster Logan Glasgow removed the valley metal from his own inspector's scope. His claim note says so in one sentence: "Removed the valley metals as they were only cosmetically damaged." His email to Mr. Combs concedes it: "The adjuster did have the valley metal on the estimate but due to the policy endorsements, the valley metal would be excluded as a metal roof covering." There is only one problem: Mr. Combs does not have a metal roof. He has an impact-resistant shingle roof. The endorsement CSAA invoked covers "the metal roofing material exposed to the weather" and flashing "required in the replacement of a metal roof covering." Put simply, CSAA took an exclusion written for metal roofs and applied it to a shingle roof. And when the public adjuster pressed the point, the reason changed: the valley metal became a "roofing surface" — words that appear nowhere in the Policy. A reason that changes with each telling is no reason at all.

That is a breach of contract, and it ends CSAA's threshold argument under *Davis*. It is also bad faith evidence of a rare kind, because it needs no expert. CSAA's inspector found the damage, photographed it, scoped it, and recommended payment. An insurer cannot overrule its own investigation, call the result a "dispute," and then hide behind the very dispute it manufactured.

The record also answers CSAA's account of its investigation — with CSAA's own system data. CSAA tells the Court that Supervisor Damien Armstrong "reviewed all of PA Deatherage's materials and the claim handling file." The audit trail shows he opened the claim at 1:56 p.m. on March 21, 2025 and sent his affirmance at 2:01 p.m. **Five minutes.** Nine days earlier, Mr. Glasgow had already told the public adjuster the outcome in writing: "there is no need to get this to a supervisor as it will not be overturned." The October 24, 2024 reconsideration ran the same way. Mr. Glasgow opened the claim at 2:00 p.m.; the denial letter left the system by 2:03 p.m. Sixteen photographs, reviewed and denied, in about three minutes. No one ever reinspected the roof, though a reinspection was requested — and gatekept under what Mr. Glasgow described as a standing rule: "Thats how they make us do it." No engineer was ever retained. The ITEL report CSAA's own inspector flagged as missing was never ordered; the insured's contractor had to buy it. And to add insult to injury, fifteen days after the denial CSAA nonrenewed the policy, citing the very claim it had just underpaid.

These are not metaphysical doubts. They are documents, timestamps, and admissions, nearly all of them CSAA's own. They put breach, bad faith, and reckless disregard squarely before a jury. The Motion should be denied.

This Court granted Plaintiff's motion under Rule 56(d) because essential discovery remained outstanding. [Doc. No. 30.] Much of it still is: CSAA's claims-handling guidelines, its underwriting file, its instructions to Compass, the draft estimate that contained the valley metal, and the unredacted pre-suit claim notes. Plaintiff opposes the Motion on the present record and, in the alternative, renews his request under Rule 56(d) as set forth in Part III.E.

I. PLAINTIFF'S RESPONSE TO DEFENDANT'S STATEMENT OF UNDISPUTED MATERIAL FACTS

Pursuant to LCvR 56.1(c), Plaintiff responds, by correspondingly numbered paragraph, to Defendant's Statement of Undisputed Material Facts as follows. Record citations to "Bates ____" are to CSAA's claim file production, COMBS CL 1005-92-9153 0001-0237, which CSAA has designated as its own trial exhibit; the cited excerpts are filed herewith as Exhibits 2-16. Citations to "PLTF ____" are to Plaintiff's production, filed by CSAA as its Exhibit 8; the cited excerpts are filed herewith as Exhibits 17-20.

1. **Undisputed.**

2. **Undisputed.**

3. **Undisputed.**

4. **Undisputed in part.** Plaintiff does not dispute that the quoted language appears in the Policy. Plaintiff disputes the materiality and the implied application of the quoted exclusion, and notes that CSAA omits the balance of the same endorsement, which expressly provides: "This exclusion does not apply to hail damage to metal roof coverings that results in damage that will allow the penetration of water through the roof covering or that results in the failure of the roof covering to perform its intended function, to keep out elements over an extended period of time." (Ex. 1, Bates 0048.) Remarkably, CSAA never made any finding as to whether the damaged valley metal continued to perform its intended function. Plaintiff further states that the definitional predicate of the exclusion, a "metal roof covering," is absent here, as set forth in ¶¶ 48-51 below.

5. **Undisputed in part.** Undisputed that the claim was submitted September 25, 2024 and that the claim note contains the quoted statement about Plaintiff's roofer. Disputed to the extent CSAA implies the roofer reported an absence of damage; the note states only that the roofer could not confirm damages, and the same intake record answers "Possible wear and tear: N." (Ex. 4, Bates 0012-0014.) Immaterial in any event, because the roofer's inability to confirm shingle damage has no bearing on the valley metal, which CSAA's own inspector confirmed was damaged. (Ex. 2, Bates 0165-0166.)

6. **Undisputed.**

7. **Undisputed.**

8. **Undisputed.**

9. **Undisputed.**

10. **Undisputed.**

11. **Disputed in part.** Undisputed that the Loss Report notes damage to the valley metal, turbine vents, turtle vents, and guttering. Disputed as materially incomplete. The same Loss Report documents hail damage to gutters and downspouts on all four elevations; records a hail history report showing 1.75-inch hail at the property on June 25, 2024 and 0.00 inches on the reported date of loss; asks CSAA to "[p]lease revise the dol to 6/25/24"; notes that "an itel has not been completed"; and values the claim at $9,297.12 RCV with a recommended payment of $5,358.39. (Ex. 2, Bates 0165-0166.) Plaintiff further disputes the "technicalities" remark: an unsworn, second-hand characterization by a third-party vendor, attributed to no identified declarant and offered without any supporting testimony, is not competent summary judgment evidence. Fed. R. Civ. P. 56(c)(2), (4). The Report's sentence also attributes the effort to "they," an unidentified referent; CSAA's paraphrase substitutes "Plaintiff."

12. **Disputed. This paragraph is materially inaccurate and omits the dispositive fact of this case.** The estimate completed on October 6, 2024 was Compass's, and it carried an RCV of $9,297.12, an ACV of $7,858.39, and a "Claim Payable" of $6,797.12, together with the inspector's express recommendation of payment "in the ACV amount of $5,358.39." (Ex. 2, Bates 0166.) The Loss Report bears a signature block with Mr. Glasgow's name, dated October 6, 2024. (Ex. 2, Bates 0167.) The $7,968.61 figure CSAA now attributes to October 6 is the product of a revision Mr. Glasgow made on October 7, 2024, after he removed the valley metal from his own inspector's scope. (Ex. 3, Bates 0005, 0007-0009; Ex. 15, Bates 0172.) CSAA's characterization that Mr. Glasgow "completed an Estimate" conceals a downward revision of CSAA's own field valuation.

13. **Disputed in part.** Undisputed that the referenced communications occurred on October 7, 2024. Disputed as to the characterization that the valley metal "was excluded under the Policy." The valley metal was removed by Mr. Glasgow from an estimate in which CSAA's own inspector had included it, and the stated basis, a "metal roof covering" exclusion, does not apply to the flashing on Plaintiff's impact-resistant shingle roof. (Ex. 11, Bates 0119; Ex. 2, Bates 0165; Ex. 10, Bates 0104-0106; Ex. 1, Bates 0047-0048.) Plaintiff further states that CSAA reduced its reserve on this claim by $5,488.98 the same day, a 56% reduction from the initial reserve. (Ex. 5, Bates 0016, 0048-0050.)

14. **Undisputed in part.** Undisputed that Mr. Potter emailed on October 16, 2024. CSAA omits that Mr. Potter also reported that he had just completed roof replacements for Plaintiff's next-door neighbor, Mr. Franklin, and for Mr. Franklin's other properties, and that he found sufficient damage on Plaintiff's roof to justify replacement, "as we did with his neighbor next door." (Ex. 18, PLTF000032.)

15. **Undisputed in part.** Undisputed as to the sequence described. CSAA omits Mr. Glasgow's stated reason for conditioning reinspection on a photograph review: "Send me photos and I'll determine if a reinspect is approved first. Thats how they make us do it." (Ex. 18, PLTF000031.) CSAA further omits that Mr. Potter requested a rope-and-harness inspection and reported that CSAA's prior inspector had been on site approximately twenty minutes. (*Id.*) No reinspection was ever performed.

16. **Undisputed.**

17. **Disputed in part.** Undisputed that a denial letter issued October 24, 2024. Disputed as to the characterization of any meaningful review. CSAA's system audit trail records that Mr. Glasgow opened the claim at 2:00 p.m. and that the denial letter was generated at 2:01-2:03 p.m. that same afternoon. (Ex. 9, Bates 0086-0087; Ex. 7, Bates 0068.) All times herein are as recorded in CSAA's claim system and the produced correspondence. Put simply, sixteen photographs, a coverage reconsideration, a formal denial letter, and a voicemail to the insured all occurred within an interval of approximately three minutes.

18. **Undisputed.**

19. **Disputed in part.** Undisputed that the referenced materials were received January 23, 2025. Disputed as to the characterization of the ITEL Report. The ITEL is a product-identification and color-match report; its purpose and stated conclusion is that Plaintiff's Atlas StormMaster Slate shingle is discontinued. (Ex. 20, PLTF000054-55.) The "weathering and granular loss" language CSAA quotes is a sample-preparation comment appearing alongside the notation that "[t]he sample was cleaned with a mild bleach solution prior to color granule analysis." (Ex. 20, PLTF000054.) The ITEL contains no causation finding and does not address hail. Plaintiff further notes that CSAA has objected to this same exhibit as irrelevant, hearsay, and unfairly prejudicial. [Doc. No. 26, No. 5.]

20. **Undisputed in part.** Undisputed that Mr. Glasgow sent the referenced email. Disputed as to accuracy: the email states that the valley metal "is considered a roofing surface and would be considered cosmetic damages" (Ex. 13, Bates 0143), a rationale that does not appear in the Policy and that differs from the "metal roof covering" rationale given on October 7, 2024 (Ex. 11, Bates 0119) and from the rationale asserted in the Motion.

21. **Undisputed.**

22. **Undisputed in part.** Undisputed that Mr. Glasgow so responded. Plaintiff states that the hail data Mr. Glasgow dismissed was already in CSAA's own file, reported by CSAA's own inspector, and that CSAA had confirmed the cause of loss on this claim as "Hail to soft metals." (Ex. 2, Bates 0165; Ex. 3, Bates 0007.)

23. **Undisputed.**

24. **Undisputed in part.** Undisputed that Mr. Glasgow so responded. Plaintiff states that Mr. Glasgow did not personally inspect the property; the inspection was performed by Compass, and Mr. Glasgow's conclusions rested on photographs rather than any physical examination of the shingles. (Ex. 4, Bates 0012; Ex. 2, Bates 0165.)

25. **Undisputed.**

26. **Undisputed.**

27. **Undisputed.**

28. **Undisputed.**

29. **Undisputed in part.** Undisputed that Mr. Glasgow so responded. CSAA omits the remainder of the same email, in which Mr. Glasgow told the public adjuster: "Again, there is no need to get this to a supervisor as it will not be overturned nor is there enough evidence to warrant it." (Ex. 19, PLTF000043.)

30. **Undisputed.**

31. **Disputed in part.** Undisputed that Mr. Armstrong sent an email on March 21, 2025 stating he had reviewed the documentation and agreed with Mr. Glasgow. Disputed as to the assertion, made at page 13 of the Motion, that Mr. Armstrong "reviewed all of PA Deatherage's materials and the claim handling file." CSAA's audit trail records that Mr. Armstrong "Viewed Entire claim" at 1:56 p.m. and that his email issued at 2:01 p.m., an interval of approximately five minutes, and that his only other recorded access to this claim occurred on October 25, 2024, the day after the denial. (Ex. 9, Bates 0086; Ex. 14, Bates 0150.)

32. **Undisputed.**

33. **Undisputed.**

34. **Undisputed.**

35. **Undisputed in part; immaterial.** Undisputed that Plaintiff gave the quoted testimony. Plaintiff's agreement with the abstract propositions that an insurer may pay covered losses and decline uncovered ones is not evidence that this loss was uncovered, and is not a concession of the legal reasonableness of CSAA's conduct.

36. **Undisputed in part; immaterial.** Undisputed that Plaintiff so testified. That a dispute exists does not establish that it is a legitimate one, which is the operative question. Plaintiff further states that the deposition excerpts CSAA submitted reflect no examination regarding the valley metal, the Compass Statement of Loss, the reserve history, or CSAA's audit trail.

37. **Undisputed in part; immaterial.** Undisputed that Plaintiff testified CSAA acted promptly at the outset. Promptness is not the issue; the adequacy and good faith of the investigation is. A prompt investigation may still be unreasonable, and here the promptness CSAA emphasizes is itself part of the problem, because the reconsideration and the supervisory review each occupied minutes.

38. **Disputed in part; immaterial.** Plaintiff's lay characterization of his own claim does not define the scope of the operative pleading or limit the evidence. The Petition pleads, among other things, failure to perform a proper investigation, arbitrary and capricious claims handling, and failure to base the denial on valid, accurate, and reasonable grounds. [Doc. No. 1-1, ¶ 31.] An insured's deposition testimony about legal theories is not a judicial admission that narrows his claims. Plaintiff further states that the excerpts CSAA submitted do not reflect that he was asked about, or shown, the documents on which this Response principally relies.

39. **Undisputed in part; immaterial.** Undisputed that Plaintiff so testified. Whether the record supports bad faith is a question for the Court in the first instance and then the jury, not a matter of the insured's lay opinion.

II. PLAINTIFF'S STATEMENT OF ADDITIONAL MATERIAL FACTS PRECLUDING SUMMARY JUDGMENT

A. CSAA Paid Less Than Its Own Field Inspector Recommended.

40. CSAA retained Compass Claims to inspect the property. Compass's inspector, Richard McBride, inspected on October 3, 2024 with Plaintiff and Honor Roofing present, and took forty-six photographs. (Ex. 2, Bates 0165; Ex. 16, Bates 0189-0220.)

41. The Compass Loss Report identifies the roof as “Impact resistant shingle,” one layer, felt underlayment, with a 12/12 pitch. It identifies the cause of loss as hail and documents hail damage to gutters and downspouts on all four elevations, to turbine and turtle vents, and to the valley metal. (Ex. 2, Bates 0165-0166.)

42. The Compass Statement of Loss values the claim at $9,297.12 RCV and $7,858.39 ACV, and computes a “Claim Payable” of $6,797.12. (Ex. 2, Bates 0166.)

43. The Loss Report states: “I recommend payment to Insured & Mortgagee in the ACV amount of $5,358.39.” (Ex. 2, Bates 0166.)

44. The Loss Report’s signature block bears Mr. Glasgow’s name and the date October 6, 2024. (Ex. 2, Bates 0167.)

45. On October 7, 2024, Mr. Glasgow accepted an Xactware collaboration on the estimate and revised it. (Ex. 3, Bates 0007.)

46. Mr. Glasgow’s claim note of the same date states: “Removed the valley metals as they were only cosmetically damaged.” (Ex. 3, Bates 0005.)

47. The revised estimate carries an RCV of $7,968.61, and CSAA issued payment of $4,312.02. (Ex. 15, Bates 0172; Ex. 6, Bates 0051-0053.)

B. The Exclusion CSAA Invoked Does Not Apply to Plaintiff’s Roof.

48. Mr. Glasgow explained the deletion to Plaintiff by email: “The adjuster did have the valley metal on the estimate but due to the policy endorsements, the valley metal would be excluded as a metal roof covering.” (Ex. 11, Bates 0119.)

49. The Policy defines “metal roof covering” as “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.” (Ex. 1, Bates 0047-0048.)

50. Plaintiff's roof is an impact-resistant shingle roof. It is not a metal roof. (Ex. 2, Bates 0165.)

51. CSAA made no finding, and the claim file contains no analysis, as to whether the damaged valley metal continued to perform its intended function of channeling water. (Bates 0001-0237.)

52. On January 23, 2025, Mr. Glasgow described the same valley metal as follows: "The valley metal has hail dings to it but this is considered a roofing surface and would be considered cosmetic damages to the roof and therefore not covered." (Ex. 13, Bates 0143.) The phrase "roofing surface" does not appear in the Policy.

C. CSAA Reduced Its Reserve by 56% the Same Day.

53. CSAA set an automatic reserve of $9,801.00 on September 25, 2024. (Ex. 5, Bates 0048.)

54. On October 7, 2024, the same day the valley metal was removed, the reserve was reduced by manual user entry in the amount of ($5,488.98). (Ex. 5, Bates 0049-0050.)

55. CSAA's own claim metrics record a "% Reserve Change from Initial" of -56%. (Ex. 5, Bates 0016.) The same file classifies the claim as "Claim Tier: High Severity." (Ex. 5, Bates 0017.)

56. CSAA produced no document stating the basis for the reserve reduction, and the "Documents linked to Group" fields on the reserve pages are blank. (Ex. 5, Bates 0049-0050.)

D. CSAA Declined to Reinspect, Never Ordered Testing, and Dismissed the Hail Data in Its Own File.

57. The Loss Report records a hail history report showing 0.00 inches of hail on the reported date of loss, July 25, 2024, and 1.75 inches on June 25, 2024, and states: "Please revise the dol to 6/25/24." (Ex. 2, Bates 0165.)

58. CSAA never revised the date of loss, never advised Plaintiff of the hail history in its file, and never advised Plaintiff that its inspector had recommended a date-of-loss revision. (Bates 0001-0237.) Both dates fall within the Policy period of December 12, 2023 to December 12, 2024. (Ex. 1, Bates 0001; Ex. 4, Bates 0013.)

59. CSAA confirmed the cause of loss on this claim as "Hail to soft metals." (Ex. 3, Bates 0007.)

60. On February 5, 2025, Mr. Glasgow wrote: "it does not matter what size hail was in the area when the roof shingles do not show damages... A hail report can say what hail may have been in the area but the damages or lack there of speak for themselves." (Ex. 12, Bates 0142.)

61. The Compass Loss Report states that "an itel has not been completed." (Ex. 2, Bates 0165.) CSAA never ordered an ITEL report. (Bates 0001-0237.) The ITEL report in this record was obtained and pre-paid by Plaintiff's contractor, Superior Exteriors. (Ex. 20, PLTF000054.)

62. On October 16, 2024, in response to a request for reinspection, Mr. Glasgow wrote: "Send me photos and I'll determine if a reinspect is approved first. Thats how they make us do it." (Ex. 18, PLTF000031.)

63. Mr. Potter advised that a rope-and-harness inspection would be required given the roof's pitch, that CSAA's prior inspection had lasted roughly twenty minutes, and that he had just completed roof replacements for Plaintiff's next-door neighbor, Mr. Franklin, and for Mr. Franklin's other properties, finding damage sufficient to justify replacement of Plaintiff's roof "as we did with his neighbor next door." (Ex. 18, PLTF000031-32.)

64. CSAA never performed a reinspection of Plaintiff's property at any point during the claim. (Bates 0001-0237.)

65. CSAA's claim file reflects that no engineer, meteorologist, or other outside consultant was retained during the claim investigation (Bates 0001-0237), and as of its April 2026 discovery responses CSAA had identified no expert (Ex. 21, Def.'s Resp. to Pl.'s Interrog. No. 7).

E. CSAA's Audit Trail Contradicts Its Account of Its Reviews.

66. CSAA's system audit trail records that Mr. Glasgow accessed the claim at 2:00 p.m. on October 24, 2024, and that the denial letter was generated at 2:01-2:03 p.m. that same afternoon. (Ex. 9, Bates 0086-0087; Ex. 7, Bates 0068.) All times herein are as recorded in CSAA's claim system and the produced correspondence.

67. Mr. Glasgow's claim note of that afternoon, timestamped 2:00 p.m., states: "Nothing in the photos show hail damages to the shingles.... Sending denial and I called the insured to advise of status. Had to leave vm as no answer." (Ex. 3, Bates 0004.)

68. On March 12, 2025, nine days before the supervisory review, Mr. Glasgow wrote to Plaintiff's public adjuster: "Again, there is no need to get this to a supervisor as it will not be overturned nor is there enough evidence to warrant it." (Ex. 19, PLTF000043.)

69. Mr. Deatherage's escalation email to Mr. Armstrong was sent at 12:24 p.m. on March 21, 2025. (Ex. 14, Bates 0150.)

70. CSAA's audit trail records that Mr. Armstrong "Viewed Entire claim" at 1:56 p.m. that day. His email affirming the denial issued at 2:01 p.m. (Ex. 9, Bates 0086; Ex. 14, Bates 0150.)

71. The audit history CSAA produced records no other access to the claim by Mr. Armstrong in connection with the escalation, and reflects that his only other recorded access occurred on October 25, 2024, the day after the denial. (Ex. 9, Bates 0086.)

F. Additional Record Facts.

72. CSAA's claim file contains internally inconsistent entries, including a closing summary stating "LOSS OF USE: Home is unhabitable" alongside loss details answering "Is the home livable? Yes," and a closing summary stating "Subrogation potential? yes" alongside entries stating subrogation is "Not Pursuing." (Ex. 3, Bates 0006; Ex. 8, Bates 0023, 0071.)

73. On November 8, 2024, fifteen days after the denial, CSAA issued a Nonrenewal Notice stating: "Your policy no longer meets our underwriting guidelines because of your paid claims history; Water Damage dated 11/10/2023 with a payout of $42,703 and Wind Damage dated 07/25/2024 with a payout of $4,312." (Ex. 17, PLTF000001.)

74. CSAA's file reflects a prior claim on the same policy, No. 1005455314, with a date of loss of November 10, 2023. (Ex. 8, Bates 0026.) CSAA has refused to produce that claim file, asserting it has "no relevance or evidentiary value." (Ex. 22, Def.'s Resp. to Pl.'s Req. for Prod. No. 3.) CSAA has separately refused to produce its underwriting file as "irrelevant" (Ex. 22, Def.'s Resp. to Req. for Prod. No. 7), while designating the "Underwriting file" on its own Final Exhibit List. [Doc. No. 25, No. 3.]

III. ARGUMENT AND AUTHORITIES

A. Summary Judgment Standard.

Summary judgment requires the absence of any genuine dispute of material fact. Fed. R. Civ. P. 56(a). The Court reads the record and every reasonable inference in Plaintiff's favor. *19 Solid Waste Dep't Mech. v. City of Albuquerque*, 156 F.3d 1068, 1071 (10th Cir. 1998). It does not weigh evidence and it does not judge credibility. "Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). In a bad faith case, the insured defeats judgment as a matter of law with evidence from which the "insurer's conduct may be reasonably perceived as tortious." *Oulds v. Principal Mut. Life Ins. Co.*, 6 F.3d 1431, 1436-37 (10th Cir. 1993).

Only evidence a jury could hear counts. "To determine whether genuine issues of material fact make a jury trial necessary, a court necessarily may consider only the evidence that would be available to the jury." *Argo v. Blue Cross & Blue Shield of Kan., Inc.*, 452 F.3d 1193, 1199 (10th Cir. 2006); *see also Gross v. Burggraf Constr. Co.*, 53 F.3d 1531, 1541 (10th Cir. 1995). CSAA bears the movant's burden, and its own file, its own system records, and its own exhibits are competent evidence against it. Pursuant to this standard, and based upon the disputed and additional facts set forth above, CSAA's Motion must be denied.

B. A Jury Could Find CSAA Breached the Policy by Deleting an Item Its Own Inspector Scoped, Under an Exclusion That Does Not Apply.

Two settled rules of Oklahoma insurance law frame the contract question. First, it is axiomatic that "[i]n case of doubt, exclusions exempting certain specified risks are construed strictly against the insurer." *Dodson v. St. Paul Ins. Co.*, 1991 OK 24, 812 P.2d 372, 377; *accord Spears v. Shelter Mut. Ins. Co.*, 2003 OK 66, 73 P.3d 865, 868-69 (an ambiguous policy "is to be construed strictly against the insurer and in favor of the insured"). Second, whether a policy is ambiguous is a question of law, and courts will not force a reading to defeat coverage. *Max True Plastering Co. v. U.S. Fid. & Guar. Co.*, 1996 OK 28, 912 P.2d 861, 869. And as the movant invoking an exclusion, CSAA must establish on this record that the exclusion applies as a matter of law. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

CSAA says it "extended coverage and issued payment for covered damages." Not for the valley metal. The inspector scoped it and recommended $5,358.39 against a claim payable of $6,797.12. (¶¶ 42-43.) CSAA paid $4,312.02. (¶ 47.) One act explains the difference: Mr. Glasgow's deletion on October 7, 2024. (¶ 46.) Remarkably, CSAA's Statement of Undisputed Material Facts never mentions it. It says Mr. Glasgow "completed an Estimate." (Mot., SOF ¶ 12.)

The stated ground was the endorsement excluding "Cosmetic Damage to Metal Roof Covering Caused by Hail." (¶ 48.) The endorsement defines its own subject: "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." (¶ 49.) The roof is impact-resistant shingle. (¶ 50.) Valley flashing on a shingle roof is not metal roofing material exposed to the weather. It is not flashing required to replace a metal roof covering. Strictly construed, as *Dodson* requires, the endorsement never reaches this roof. It was CSAA's burden as movant to show otherwise. Nothing in its file or its Motion does.

Two more features of the record foreclose judgment as a matter of law. The endorsement expressly "does not apply to hail damage to metal roof coverings that results in damage . . . that results in the failure of the roof covering to perform its intended function." (Ex. 1, Bates 0048.) CSAA never assessed function at all. (¶ 51.) And the rationale would not hold still. On October 7, 2024 it was a "metal roof covering." (¶ 48.) On January 23, 2025 it was a "roofing surface," a phrase found nowhere in the Policy. (¶ 52.) In the Motion it is a "Metal Roof Covering" again. (Mot. at 12 n.1.) A reason that changes with each telling is evidence that the first was never a considered reading of the Policy.

What remains of CSAA's contract case is not evidence. Its narrative leans on the "technicalities" remark, a comment attributed to no named person, recorded second-hand in a vendor's report. (Resp. to SOF ¶ 11.) Offered for its truth over a proper objection, it cannot support summary judgment. *Johnson v. Weld Cnty.*, 594 F.3d 1202, 1209-10 (10th Cir. 2010); *Wright-Simmons v. City of Okla. City*, 155 F.3d 1264, 1268 (10th Cir. 1998). A jury could find CSAA withheld benefits owed under the Policy. The contract claim survives, and CSAA's threshold argument under *Davis v. GHS Health Maint. Org., Inc.*, 2001 OK 3, 22 P.3d 1204, falls with it.

C. A Jury Could Find CSAA Acted in Bad Faith.

The governing standard.

Under Oklahoma law, it is axiomatic that an insurer has an "implied-in-law duty to act in good faith and deal fairly with the insured to ensure that the policy benefits are received." *Newport v. USAA*, 2000 OK 59, 11 P.3d 190, 195 (citing *Christian v. Am. Home Assurance Co.*, 1977 OK 141, 577 P.2d 899, 901). When presented with a claim by its insured, an insurer "must conduct an investigation reasonably appropriate under the circumstances" and "the claim must be paid promptly unless the insurer has a reasonable belief that the claim is legally or factually insufficient." *Id.* (citing *Buzzard v. Farmers Ins. Co.* ["*Buzzard II*"], 1991 OK 127, 824 P.2d 1105). "The decisive question is whether the insurer had a 'good faith belief, at the time its performance was requested, that it had justifiable reason for withholding payment under the policy.'" *Buzzard II*, 824 P.2d at 1109 (quoting *Buzzard v. McDanel* ["*Buzzard I*"], 1987 OK 28, 736 P.2d 157, 159); *accord Duensing v. State Farm Fire & Cas. Co.*, 2006 OK CIV APP 15, 131 P.3d 127, 137-38.

That obligation includes a duty to conduct a thorough, fair, and unbiased investigation. *Willis v. Midland Risk Ins. Co.*, 42 F.3d 607 (10th Cir. 1994); *Timberlake Constr. Co. v. U.S.F. & G. Co.*, 71 F.3d 335 (10th Cir. 1995); *Brown v. Patel*, 2007 OK 16, 157 P.3d 117, 122 (the duty to investigate is "*intrinsic*" to the duty to timely pay) (emphasis in original). A coverage belief cannot be held in good faith unless the insurer "has an accurate understanding of all the facts," and "[a]n insurer is held to knowledge of the applicable Oklahoma law." *Willis*, 42 F.3d at 612; *Timmons v. Royal Globe Ins. Co.*, 1982 OK 97, 653 P.2d 907, 913-14. Nor may an insurer manufacture a "dispute" of law where the policy, the case law, or the statutes provide the answer. *Everaard v. Hartford Acc. & Indem. Co.*, 842 F.2d 1186 (10th Cir. 1988); *Buzzard II*, 824 P.2d 1105. And the duty belongs to the insurer alone; it cannot be delegated to an adjusting vendor. *Barnes v. Okla. Farm Bureau Mut. Ins. Co.*, 2000 OK 55, 11 P.3d 162 (insurer may not escape liability for bad faith "by delegating its responsibility to an independent contractor").

An insurer's duty to pay claims promptly "recognizes that a substantial part of the right purchased by an insured is the right to receive the policy benefits promptly. Unwarranted delay precipitates the precise economic hardship the insured sought to avoid by purchase of the policy." *Christian*, 577 P.2d at 903; *accord Lewis v. Farmers Ins. Co., Inc.*, 1983 OK 100, ¶ 6, 681 P.2d 67, 69; *see also Hale v. A.G. Ins. Co.*, 2006 OK CIV APP 80, ¶ 8, 138 P.3d 567, 572, *as corrected* (Apr. 5, 2006) (unreasonable delay in settling or denying a claim is a factor in proving bad faith). To be sure, "[i]nsurers are free to make legitimate business decisions (and mistakes) regarding payment" — but only "as long as they act reasonably and deal fairly and in good faith with their insureds." *Bailey v. Farmers Ins. Co.*, 2006 OK CIV APP 85, ¶ 18, 137 P.3d 1260, 1264. The culpability floor is "more than simple negligence, but less than the reckless conduct necessary to sanction a punitive damage award." *Badillo v. Mid Century Ins. Co.*, 2005 OK 48, 121 P.3d 1080, 1094.

At summary judgment, the insured need only "present evidence from which a reasonable jury could conclude that the insurer did not have a reasonable good faith belief for withholding payment." *Oulds*, 6 F.3d at 1436. As the Oklahoma Supreme Court explained in *McCorkle v. Great Atl. Ins. Co.*, 1981 OK 128, 637 P.2d 583:

> [T]he essence of the intentional tort of bad faith with regard to the insurance industry is the insurer's unreasonable, bad-faith conduct, including the unjustified withholding of payment due under a policy, and if there is conflicting evidence from which different inferences may be drawn regarding the reasonableness of insurer's conduct, **then what is reasonable is always a question to be determined by the trier of fact** by a consideration of the circumstances in each case.

Id. at 587 (emphasis added); *see also Vining v. Enter. Fin. Group, Inc.*, 148 F.3d 1206, 1213 (10th Cir. 1998). Evidence casting doubt on the insurer's good-faith justification defeats summary judgment and sends the case to the jury. *McCoy v. Okla. Farm Bureau Mut. Ins. Co.*, 1992 OK 43, 841 P.2d 568. And the jury may be shown "the entire course of conduct between the parties." *Timmons*, 1982 OK 97, ¶ 33.

The legitimate dispute doctrine does not shield a dispute the insurer manufactured by overruling its own field findings.

The doctrine protects insurers who resist claims over a genuine, contemporaneous disagreement. *McCorkle*, 637 P.2d at 587. It is measured at the time of denial. *Buzzard II*, 824 P.2d at 1109. And it presupposes what CSAA cannot show here: that the "dispute" arose from the evidence, rather than from the insurer's own pen. When a jury could find the asserted justification was not honestly held, the question belongs to the jury. *See Vining*, 148 F.3d 1206 (affirming bad faith and punitive damages verdicts under Oklahoma law notwithstanding the insurer's asserted justification); *Oulds*, 6 F.3d at 1436-37.

The cases CSAA marshals involved real competing evidence. In *Phillips*, two claims specialists took two views of one roof. *Hamilton* involved a genuine disagreement over wind coverage. *Parrish* was a business judgment. None involved an insurer deleting an item its own inspector had inspected, photographed, scoped, and recommended for payment.

The Northern District of Oklahoma has flatly rejected the very argument CSAA advances. In *Vintage Plastics, LLC v. Mass. Bay Ins. Co.*, No. 10-CV-796-GKF-PJC, 2012 WL 1142722 (N.D. Okla. Apr. 4, 2012), an insurer paid a fraction of a storm claim on its engineer's opinion and moved for summary judgment on "legitimate dispute" grounds. The court held that "[t]he simple presence of a legitimate dispute does not necessarily end the inquiry," because the doctrine presupposes a reasonable and thorough investigation, *id.* at *5, and an investigation fails that standard "if (1) the manner of investigation hints at a sham defense or otherwise suggests that material facts were overlooked, *or* (2) the insurer intentionally disregarded undisputed facts supporting the insured's claim." *Id.* (citing *Oulds*, 6 F.3d at 1436-37) (emphasis added). Summary judgment was denied because "[a] reasonable jury could find the adjustor . . . had already decided a covered loss had not occurred, and orchestrated the investigation to support his decision." *Id.* at *6; *see also Whiteman v. State Farm Fire & Cas. Co.*, No. CIV-16-975-D, 2018 WL 1582474 (W.D. Okla. Mar. 30, 2018) (reasonableness and thoroughness of an investigation resting on the insurer's chosen report were for the trier of fact). And conducting a biased investigation, or fixing the result on plainly unreliable evidence, is itself bad faith. *McCoy*, 841 P.2d at 571.

That difference decides this Motion. On the valley metal there was **no dispute** when performance was requested. CSAA's inspector found the damage and recommended payment. No one — not the inspector, not the contractor, not CSAA — said otherwise at the time. The only disagreement was inside CSAA, between the field inspector it retained and the desk adjuster who had never set foot on the property, and CSAA resolved it against its insured with an exclusion that does not fit. An insurer cannot overrule its own investigation and then plead the disagreement it created as a defense. Under *Barnes*, CSAA can neither delegate the investigation to Compass nor disregard what Compass found. And under *Everaard* and *Buzzard II*, CSAA could not manufacture a dispute of law: the endorsement's text answers the valley-metal question, and CSAA is held to knowledge of that text and of the Oklahoma rule that exclusions are construed strictly against it. *Willis*, 42 F.3d at 612. Any other rule would immunize the very conduct *Christian* makes actionable.

The deposition does not save the Motion. The excerpts CSAA filed show no questions about the valley metal, the Statement of Loss, the reserve history, or the audit trail. (Resp. to SOF ¶¶ 36-38.) A lay insured agreeing that "a dispute" exists says nothing about whether it was legitimate; that is a legal question, measured against the insurer's conduct and its file.

The record permits a finding that the investigation was unreasonable and that material facts were overlooked or disregarded.

An insured defeats summary judgment by showing "that material facts were overlooked or that a more thorough investigation would have produced relevant information," *Timberlake*, 71 F.3d at 345, or that "the manner of investigation hints at a sham defense or otherwise suggests that material facts were overlooked," or that the insurer "intentionally disregarded undisputed facts supporting the insured's claim," *Sims v. Great Am. Life Ins. Co.*, 469 F.3d 870, 891 (10th Cir. 2006) (citing *Oulds*, 6 F.3d at 1442). Plaintiff makes each showing.

Material facts overlooked or disregarded. First and foremost, the inspector recommended $5,358.39. CSAA paid $4,312.02 and never explained the difference to its insured. (¶¶ 43, 47.) The file held a hail report showing 1.75-inch hail and the inspector's request to revise the date of loss. CSAA never revised it, never disclosed it, and later told the public adjuster that hail size "does not matter." (¶¶ 57-60.) The inspector flagged that no ITEL had been completed. CSAA never ordered one. (¶ 61.) Each of these facts sits in CSAA's own file; each supports the insured; each was ignored.

A more thorough investigation would have produced relevant information. CSAA says further investigation "would not have produced new information." (Mot. at 19.) The record says otherwise. A reinspection was requested and refused. (¶¶ 62, 64.) No engineer or outside consultant was ever brought in. (¶ 65.) The fight was over fractures in shingle matting, a physical question photographs cannot answer, and the second inspection was proposed to answer it, with rope and harness. (¶ 63.) The contractor who asked had just replaced the roof next door, from the same storm. (¶ 63.) Put simply, CSAA cannot prove that looking again would have shown nothing. It refused to look.

The manner of investigation. The reconsideration took about three minutes. The claim was opened at 2:00 p.m., the conclusion reached, the denial letter generated, and a voicemail left, all by 2:03 p.m. (¶¶ 66-67.) The supervisory review took five, from 1:56 p.m. to 2:01 p.m., against CSAA's representation that it covered "all of PA Deatherage's materials and the claim handling file." (¶¶ 69-70.) And nine days before that review occurred, the adjuster under review promised its result in writing: it "will not be overturned." (¶ 68.) A jury may readily find the escalation was a formality — a box checked on the way to a predetermined result. That is what a manner of investigation that "hints at a sham defense" looks like. *Sims*, 469 F.3d at 891.

The reinspection practice deepens the inference. Mr. Glasgow did not refuse reinspection on the facts of this claim. He described a standing rule: "Send me photos and I'll determine if a reinspect is approved first. Thats how they make us do it." (¶ 62.) What that rule is, and who imposes it, lives in the claims-handling guidelines CSAA has not produced (Ex. 22, Def.'s Resp. to Pl.'s Req. for Prod. Nos. 4, 10), and in the pattern-and-practice theory the Petition pleads. *Vining*, 148 F.3d at 1218.

CSAA's own numbers finish the picture. It reserved $9,801.00, tiered the claim "High Severity," and then cut the reserve 56% by manual entry on the very day it deleted the valley metal, with no documented rationale. (¶¶ 53-56.) What an insurer believed a claim was worth is probative when it paid less than half of it, and the jury may weigh it as part of "the entire course of conduct between the parties." *Timmons*, 1982 OK 97, ¶ 33.

D. CSAA Is Not Entitled to Summary Judgment on Punitive Damages.

The request fails at the threshold. Under Oklahoma law, "[a] plea for punitive damages is generally considered to be an element of recovery of the underlying cause of action; it does not constitute a separate cause of action." *Rodebush v. Okla. Nursing Homes, Ltd.*, 1993 OK 160, 867 P.2d 1241, 1247. Indeed, a plea for general damages is sufficient to allow a plaintiff to recover both general and exemplary damages. *Acton v. Culbertson*, 1913 OK 160, 132 P. 812, 816; *Smith v. Warehouse Mkt., Inc.*, 1978 OK 125, 586 P.2d 724, 726 ("in this state a claim for punitive damages cannot be a separate and independent cause of action, but is only incidental or collateral to the claim for actual damages").

Because a plea for punitive damages seeks a remedy and is not a claim, it is not a proper target of summary judgment. *See, e.g., Medcorp, Inc. v. Pinpoint Techs., Inc.*, No. 08-cv-00867-MSK-KLM, 2009 WL 3158130, at *5 (D. Colo. Sept. 24, 2009) ("punitive damages . . . are a remedy, not a claim and, therefore, [are] not subject to summary judgment under [Fed. R. Civ. P.] 56"); *Evans v. Liberty Nat'l Life Ins. Co.*, No. 13-CV-0390-CVE-PJC, 2015 WL 1650192, at *10 (N.D. Okla. Apr. 14, 2015) (same); *Powell v. Express Credit Auto, Inc.*, No. CIV-14-1167-R, 2015 WL 1642137, at *3 (W.D. Okla. Apr. 13, 2015) (same).

On the merits the result is the same. Punitive damages go to the jury on competent evidence that the insurer recklessly disregarded its duty to deal fairly and act in good faith with its insured.

23 O.S. § 9.1(B)(2); *Badillo*, 121 P.3d at 1105-06. The Court does not weigh the evidence; it asks only whether any competent evidence could support that finding. The Oklahoma Supreme Court has spoken directly on this issue:

> [In *Sides v. Cordes, Inc.*, 1999 OK 36, 981 P.2d 301], we . . . noted that previous cases provide that the trial court has a duty to submit a punitive damages question to the jury unless there is a complete lack of evidence to support an inference of the conduct required by § 9. . . . Nothing in the current statutory framework changes the trial court's responsibility to determine whether any competent evidence exists which would warrant submission [of] the question of punitive damages to the jury.

Estrada v. Port City Props., Inc., 2011 OK 30, 258 P.3d 495, 502-04 (footnotes omitted). Oklahoma courts and the Tenth Circuit have sustained punitive awards on records like this one. *See Barnes*, 11 P.3d at 171 (affirming punitive damages where the insurer's handling disregarded information available to it); *Vining*, 148 F.3d 1206 (affirming punitive damages verdict in an Oklahoma bad faith case).

A jury could find that CSAA deleted what its own inspector scoped, under an exclusion that does not fit the roof; cut its reserve 56% the same day to match; refused the one investigative step that could settle the physical dispute; announced the result of the supervisory review before it happened; and then gave that review five minutes. Viewed in Plaintiff's favor, that is evidence of reckless disregard, and whether it is clear and convincing is for the jury. At the very least, disputed facts exist with respect to the recklessness of CSAA's conduct such that summary judgment is not proper.

IV. CONCLUSION

CSAA's own inspector said the claim was worth $6,797.12 and recommended paying $5,358.39. CSAA paid $4,312.02. It deleted its own inspector's scope under an exclusion written for metal roofs and applied it to a shingle roof, and when the reason was challenged, the reason changed. When the contractor asked for a second look, CSAA demanded photographs first —

"Thats how they make us do it" — and never went back. When the public adjuster asked for a supervisor, the adjuster announced in writing that the decision "will not be overturned"; nine days later, a five-minute review proved him right. And fifteen days after the denial, CSAA nonrenewed the policy, citing the very claim it had just underpaid. Mr. Combs paid his premiums for the promise that his insurer would deal with him promptly and fairly when the hail came. What he received instead was a deletion, a three-minute denial, and a cancelled policy. All of it comes from CSAA's own file, logs, and exhibits. It is more than enough to deny this Motion.

WHEREFORE, Plaintiff Craig Combs respectfully requests that the Court deny Defendant's Motion for Summary Judgment in its entirety, and grant such further relief as the Court deems just and equitable.

Respectfully submitted,
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CERTIFICATE OF SERVICE

This is to certify that on this 24th day of August, 2026, I filed the foregoing document with the Clerk for the U.S. District Court, Western District of Oklahoma, using the ECF System, which will transmit a Notice of Electronic Filing to the following ECF registrants:

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