

Docket No. SC-2025-0918

IN THE SUPREME COURT OF ALABAMA

**Ex Parte State Farm Fire and Casualty Company,
Petitioner.**

**(In re: James M. Foor and Krystina Foor v.
State Farm Fire and Casualty Company)**

**From the Circuit Court of Bullock County
Case No. 09-CV-2025-900001
The Honorable Burt Smithart, presiding**

BRIEF OF THE RESPONDENTS

F. Inge Johnstone
JOHNSTONE TRIAL LAW LLC
400 Vestavia Parkway, Suite 406
Vestavia, Alabama 35216
(205) 894-8900
ijohnstone@policyholderslawyers.com

Christina D. Crow
JINKS CROW PC
219 N. Prairie Street
Union Springs, Alabama 36089
(334) 738-4225
christy.crow@jinkscrow.com

Attorneys for Respondents, James M. Foor and Krystina Foor

STATEMENT REGARDING ORAL ARGUMENT

The Foors do not believe that oral argument is necessary, but welcome the opportunity if the Court believes it would be useful.

TABLE OF CONTENTS

	<u>Page</u>
STATEMENT REGARDING ORAL ARGUMENT	2
TABLE OF CONTENTS	3
TABLE OF AUTHORITIES	4
STATEMENT OF THE CASE AND FACTS	5
A. The Underlying Action	5
B. The Discovery Dispute.....	7
C. The Protective Order Proceedings	9
D. The Petition	12
SUMMARY OF THE ARGUMENT	13
STATEMENT OF WHY THE WRIT SHOULD NOT ISSUE (ARGUMENT)	15
CONCLUSION	23
CERTIFICATE OF COMPLIANCE	25
CERTIFICATE OF FILING AND SERVICE	26

TABLE OF AUTHORITIES

<u>Cases:</u>	<u>Page</u>
<i>Estate of Wilson v. Herbert</i> , 262 So. 3d 1180, 1183 (Ala. 2018)	15, 20
<i>Ex parte Cooper Tire & Rubber Co.</i> , 987 So. 2d 1090, 1101 (Ala. 2007)	23
<i>Ex parte Harbor Freight Tools USA, Inc.</i> , 331 So. 3d 88, 97 (Ala. 2001)	16
<i>Ex parte W.L. Halsey Grocery Co.</i> , 897 So. 2d 1028, 1035 (Ala. 2004)	14, 16, 18
<i>Ex parte Miltope Corp.</i> , 823 So. 2d 640 (Ala. 2001)	14, 18
<i>Seattle Times Co. v. Rhinehart</i> , 467 U.S. 20, 32 (1984)	16
 <u>Statutes:</u>	
Ala. Code §27-13-3	23

STATEMENT OF THE CASE AND FACTS

This mandamus proceeding concerns a discovery protective order entered by the Circuit Court of Bullock County in a first-party insurance case.

A. The Underlying Action

On January 9, 2025, James and Krystina Foor filed suit against State Farm Fire and Casualty Company alleging breach of contract and bad faith arising from a January 2024 wind and hail loss. (App. A at 1-2).

The Complaint alleges that State Farm refused to pay the full amount necessary to repair the roof (App. A at 1–2) and that the underpayment was not an isolated mistake, but part of an enterprise-level program directed at reducing roof payouts. (App. A at 2). The Foors allege that State Farm intentionally or recklessly failed to investigate and evaluate the claim in good faith. (App. A at 3). Further, in addition to seeking the amount to replace the roof, the Complaint sought damages for mental anguish and punitive damages. (App. A at 3-4).

This case is one of eight bad faith cases that the counsel in this case are handling against State Farm in Alabama involving allegations of a

national program to deny or reduce roof damage claims involving wind or hail.

Case
<i>Rachelle Byers v. State Farm</i> Circuit Court of Jefferson County, Alabama Case No. 01-cv-2025-900479.00
<i>Clifton and Mary Allison Cook v. State Farm</i> Circuit Court of Jefferson County, Alabama Case No. 01-cv-2025-904207.00
<i>James and Krystina Foor v. State Farm</i> Circuit Court of Bullock County, Alabama Case No. 09-cv-2025-900001.00
<i>Kelly Hager v. State Farm</i> Circuit Court of Jefferson County, Alabama Case No. 01-cv-2025-904208
<i>Suwit Phornroekngam v. State Farm</i> U.S.D.C., Northern District of Alabama Case No. 5:25-cv-01152-LCB
<i>Lanny and Patricia Reeves v. State Farm</i> U.S.D.C., Northern District of Alabama Case No. 2:25-cv-00342-SGC
<i>Mickey and Barbara Parker v. State Farm</i> U.S.D.C., Northern District of Alabama Case No. 2:25-cv-00281-NAD
<i>William and Cynthia Walker v. State Farm</i> Circuit Court of Autauga County, Alabama Case No. 04-cv-2025-900165.00

B. The Discovery Dispute

The Fours served written discovery with the Complaint. (App. B at 59-70). On March 7, 2025, State Farm responded with extensive objections (App. B at 74-106) and did not produce any responsive documents aside from the claim file and the policy. It indicated that it would produce:

“[r]elevant 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 upon execution of the protective order.”

(App. B at 85.)

While State Farm’s Affidavit of Michael Aaron Carter indicates that only some portions of the Operation Guide are confidential (App. N at 5), State Farm has refused to produce any portion of it. (App. B at 85.)

On April 3, 2025, the Fours served their 30(b)(6) notice directed only to the purpose, location, existence, records custodians, and methods to access and retrieve the records to which State Farm had objected on the

grounds of overbreadth and burdensomeness. The Foor sought to discover information to address State Farm's objections and narrow or withdraw requests, if necessary. (App. B at 110-114.) State Farm initially gave dates of for the 30(b)(6) deposition. (App. B at 120.) State Farm then withdrew these dates and filed a Motion for Protective Order as to the 30(b)(6) deposition. (App. F.)

On July 24, 2025, counsel for the Foor wrote a discovery deficiency letter to State Farm. (App. B at 121-133.). State Farm responded on August 5, 2025, maintaining all of its objections. (App. B at 134-141.) On August 7, 2025, counsel for both parties held a discovery call after which State Farm agreed to produce its underwriting file but maintained all other objections. (App. B at 8.)

From April 18 until September 8, 2025, the Foor's counsel attempted to negotiate a protective order with State Farm, proposing to allow the Foor's counsel to use confidential materials produced in the Foor case in similar cases then pending in Alabama involving counsel for the Foor, subject to the same protections as those in State Farm's proposed protective order. (App. D. at 4.)

When State Farm refused to agree to this change and a change allowing the information to be shared with governmental agencies with insurance regulatory responsibilities, the Fours filed their own proposed order. (App. D at 126-135.)

On September 5, 2025, the Fours filed a Motion to Compel. (App. B). The Motion sought rulings on those objections and requested production of materials the Fours contend are relevant to their bad-faith claim. (App. B at 6–14).

C. The Protective Order Proceedings

On September 24, 2025, the Fours moved for entry of a protective order. (App. D.) State Farm then filed a Motion for Protective Order to Stay Plaintiffs’ Discovery Motions. (App. F). In addition, State Farm filed a Response opposing entry of the Fours’ proposed protective order and proposed its own protective order. (App. G). State Farm’s proposed protective order does not limit the use of information produced to “attorneys eyes only” but allows client access for use in the present case.

The Circuit Court conducted a hearing on all outstanding motions on October 20, 2025.

On October 30, 2025, the Circuit Court entered a Protective Order. (App. H). The Protective Order does not allow “sharing” but rather states that “such materials furnished shall be available to counsel for the requesting party to use in this case and in any cases in which counsel for the Foors also represent parties that have made claims of bad faith against State Farm relative to a roof claim” subject to the terms of the Order. (App. H at 4). Further, the Protective Order prohibits public disclosure, prohibits disclosure to State Farm’s competitors, provides mechanisms for designation, objection, and judicial resolution of confidentiality disputes, and limits use to litigation and keeps the materials subject to court supervision. (App. H).

The Protective Order also provides protections relating to competitor access, providing that “[s]uch material shall not be produced to any commercial competitor insurer of the party producing the data” and “The data produced hereto may not otherwise be sold, offered, advertised or publicized to any media representative.” (App. H at 5.)

The Protective Order also requires that non-law firm personnel agree in writing to be bound, stating:

Confidential materials may be disclosed to attorneys or other office personnel, experts, contractors, and consultants, working with counsel for the requesting party in the prosecution of the case. If anyone outside the confines of the office of counsel is to receive information covered by this Stipulation, they must agree in writing to the terms of this Stipulated Order.

(App. H at 5-6.)

The Protective Order also provides that “The information produced shall be stored in a secure fashion to assure compliance with this order” and states:

The recipient of any information designated CONFIDENTIAL, TRADE SECRET, or SUBJECT TO PROTECTIVE ORDER pursuant to this Agreement shall maintain information in a secure and safe area and shall exercise due and proper care with respect to the storage, custody and use of all such information.”

(App. H at 8.)

Finally, the Protective Order provides that within thirty-five (35) days of the conclusion of the action, confidential information must be returned to State Farm or destroyed and requires counsel of record to remind individuals, such as experts, who have been provided confidential

information of their obligation to destroy it or return it to State Farm.
(App. H at 9.)

D. The Petition

Following the trial court's entry of the Protective Order (App. H) and the entry of the Court's Order compelling State Farm to produce documents relevant to the Foor's bad faith claims (App. K), State Farm first moved the trial court (App. L) and then this Court to stay its obligation to produce any documents compelled by the trial court. It filed this Petition on December 2, 2025, and its Amended Petition for Writ of Mandamus on December 3, 2025, seeking to vacate the October 30, 2025 Protective Order and to require entry of a protective order that limits use of confidential materials solely to this case. This Court granted State Farm's Motion for Stay on December 4, 2025.

On December 30, 2025, State Farm filed a separate Petition for Writ of Mandamus relating to the Order compelling Discovery. On January 29, 2026, this Court denied State Farm's Petition relating to the Motion to Compel as being prematurely filed. (Docket No. SC-2025-1005.)

SUMMARY OF THE ARGUMENT

This Petition involves a trial court's considerable discretion to handle discovery matters. By filing this Petition, State Farm seeks to involve this Court in the type of matter that this Court has advised is better left to the trial judge.

In furtherance of its efforts, State Farm and their amici attack an order and a problem that does not exist. State Farm and their amici decry an attempt to create a "sharing regime" and a national "clearinghouse for unrelated litigation" that envisions the undersigned counsel traipsing across the country, selling State Farm's information to the highest bidder. The actual Protective Order and the actual facts before this Court do not present that picture.

The Protective Order provides that information may only be used for the present case or other cases involving bad faith roof cases against State Farm in which the undersigned also represent the policyholders. It provides that the information must be kept confidential, cannot be supplied to competitors, cannot be sold and must be returned at the end of the litigation. In addition, any non-law firm personnel must agree in writing to be bound by the order.

State Farm also has not demonstrated that these protections are not sufficient for these materials. These materials are claims manuals clearly relevant to the bad faith claims against State Farm and do not contain the type of sensitive information protected in *Miltope*, *Halsey*, and similar cases. Furthermore, the present case does not involve a competitor being given access to secret information.

The trial court has overseen this case, considered the protective order in context and was in the best position to create a protective order that balanced the interests of the parties and of justice. The Foors ask this Court to deny the Petition.

STATEMENT OF WHY THE WRIT SHOULD NOT ISSUE

(ARGUMENT)

Rather than affording discretion to the trial court, State Farm would have this Court strike down the trial court's Protective Order in its entirety and craft a broad rule saying that a trial court never has the discretion to enter an order allowing duplicative discovery to be used in multiple cases. However, State Farm cannot show that it has a clear legal right to the relief it seeks and cannot show that the trial court abused its considerable discretion in discover matters.

“Mandamus is an extraordinary remedy and will be granted only when there is “(1) a clear legal right in the petitioner to the order sought....” *Estate of Wilson v. Herbert*, 262 So. 3d 1180, 1183 (Ala. 2018).

“Because discovery involves a considerable amount of discretion on the part of the trial court, the standard this Court will apply on mandamus review is whether there has been a clear showing that the trial court [exceeded] its discretion.” *Id.* at 1184.

When analyzing a confidentiality order, a court must balance the necessity of adequately protecting confidential trade secrets with the needs of the party seeking discovery to prosecute its case. *See Ex parte*

Harbor Freight Tools USA, Inc., 331 So. 3d 88,97 (Ala. 2001); 897 So. 2d 1028, 1035 (Ala. 2004); *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 32 (1984). In addition, a protective order should be no broader than necessary to protect a party's legitimate interest in protecting its trade secrets. *See Seattle Times Co.*, 467 U.S. at 32 (stating that a court must determine that "the limitation of First Amendment freedoms [is] no greater than is necessary or essential to the protection of the particular governmental interest involved.") A protective order should not be used to increase litigation costs for an opposing party or generate extra work.

Regarding this balancing process, the *Halsey* court stated:

Rule 507, Ala. R. Evid., provides that when a person is ordered to disclose a trade secret, the trial court "shall take such protective measures as the interests of the holder of the privilege and of the parties and the interests of justice require." Of course, the trial court has considerable discretion in how it protects these interests.

Because Halsey has shown that it has a clear legal right to the relief sought, we grant the petition and order the trial court to protect Halsey's trade-secret information to the maximum extent practicable, striking a fair and reasonable balance between Halsey's legitimate interest in confidentiality and the defendants' equally legitimate interest in defending the claims against them with the benefit of discovery.

Ex parte W.L. Halsey Grocery Co., 897 So. 2d 1028, 1035 (Ala. 2004).

State Farm and its amici create a strawman that does not exist in this case. State Farm argues that the Court’s order gives the undersigned counsel “carte blanche” to redistribute trade secrets outside of the confines of this litigation, (Pet. at 7) that it creates a “sharing regime” allowing distribution to “plaintiff’s counsel nationwide pursuing separate claims against State Farm,” (Pet. at 2) that it allows plaintiff’s counsel “to use this individual \$4800 claim as a clearing house for other unrelated litigation,” (Pet. at 20) and “permits dissemination across unrelated proceedings, triggered by Plaintiff’s counsel adding their names to any case in any jurisdiction.” (Pet. at 15.)

However, the Protective Order does none of these things. Instead, it limits the use of any confidential materials to bad faith cases against State Farm relating to roof claims being prosecuted by Christy Crow and Inge Johnstone. The Protective Order provides that the information must be maintained securely, may not be sold to competitors, may not be sold for money, and may only be used by counsel, their employees, contractors, and consultants for use in the case. In addition, if information is disclosed outside of the law firm, the person to whom it is disclosed must agree in writing to be bound by the Protective Order. The information must also

be returned to State Farm at the conclusion of the action or destroyed. (App. H.) The Protective Order adopts most of the protections requested by State Farm.

State Farm has not shown that the Protective Order does not adequately protect the type of information it asserts needs protection. This case does not involve the kind of information or the kind of case that existed in *Miltope* or *Halsey*. *Halsey* and *Miltope* were both cases involving allegations that former employees had taken trade secrets and were trying to use them in unfair competition. See *Ex parte W.L. Halsey Grocery Co.*, 897 So. 2d 1028, 1035 (Ala. 2004)(stating “like the defendant in *Miltope*, the employee defendants left Halsey to work for a competitor.” *Ex parte Miltope Corp.*, 823 So. 2d 640 (Ala. 2001). In addition, those cases involved secret work on a national defense contract, customer lists, and financial information.

In this case, the only information that State Farm has indicated it seeks to protect by this Protective Order are various materials relating to claims handling that it calls its 1) Standard Claim Processes; 2) Jurisdictional Reference; and 3) Operation Guide. One questions why

State Farm, a policyholder-owned mutual company is so intent on keeping its written procedures for handling claims secret anyway.

As to the Standard Claim Processes, State Farm says that they are “policies and procedures that State Farm provides claim personnel, which guide them in the adjustment of insurance claims.” (App. G at 35.) State Farm does not describe the jurisdictional reference, but a State Farm employee has described it in another case as a summary of applicable laws in a jurisdiction:

“Q. And describe the jurisdictional reference for us.

A. It’s an online tool that we’re able to access to look at state-specific information. For example, if I was unsure about the negligent standards for a state, I would go to the jurisdictional reference for guidance on that.

Q. Do they have one for Alabama?

A. Yes, there is one specific to Alabama.”

(Dep. of Christina Runge taken on August 25, 2021 in *Wiley v. State Farm Fire & Casualty Co.* (N.D. Ala. Case No. 4:20-cv-01533-CLM) at 29:23-30:10, attached as Exhibit 1.)

A summary of applicable laws can be derived from publicly available information and is not a trade secret at all.

As to the Operation Guide, State Farm asserts that these documents are trade secrets, but submits only an unsigned, unnotarized affidavit of Michael Aaron Carter that states “*I understand that State Farm does not require a protective order in place before it will produce certain non-confidential sections of its Operation Guide (“OGs”).*”¹ Other OGs, however, are considered by State Farm to be confidential or trade secret.” (App. N at ¶5.) Mr. Carter then says that State Farm considers the “70 Series OGs” to be confidential but does not name any other confidential guidelines outside of this series. (App. N at ¶¶7-15.) He lists OG 70-94 and OG 70-96 relating to the selection of engineering and non-engineering experts as examples of this series but does not explain how these guidelines relate to this case. MPA N at ¶¶12-13.

As to these type of materials, this Court upheld a trial court’s denial of a protective order relating to a trucking company’s safety manuals in *Estate of Wilson v. Herbert*, finding that the manuals were based on

¹ Despite acknowledging that the Operation Guide contains non-confidential portions, State Farm has produced no portion of the Operation Guide.

standards that are readily ascertainable from public information. 262 So. 3d 1180, 1186-87 (Ala. 2018).

Likewise, State Farm's claims duties in Alabama are determined by the language of the insurance policy, Alabama law relating to bad faith, and regulations of the Alabama Department of Insurance. These are not trade secrets, nor should they be. To the extent they are trade secrets, the trial court's order adequately protects them, and State Farm has demonstrated no harm in their being used, subject to the protection of this Protective Order (App. H), in similar bad faith cases against State Farm involving the lawyers for the Fours.

State Farm cannot be heard to complain that the counsel to which they are producing the materials in this case should not be allowed to see them in other cases. State Farm also cannot object to the State Farm policyholders in these cases seeing them. State Farm's proposed order allows the Fours to see them and the Protective Order imposes the same obligations on any other policyholders as imposed on the Fours in this case. In addition, State Farm presumably would be agreeable to entering its proposed order in other similar cases, as it was in *Parker*, and these clients would be entitled to see these documents anyway.

The only difference relates to timing and use of judicial resources. By setting up a system wherein plaintiffs have to agree to a protective order in each case to see these same materials, State Farm can refuse to produce obviously relevant discovery materials until it agrees to a protective order, a process that can take months in each case. As a result, the effect of State Farm's position is to create unnecessary delay and waste of judicial resources because the Protective Order adequately protects State Farm's interests. State Farm has not shown that it has a "clear legal right" to the requested relief and that the trial court abused its "considerable discretion."

Finally, State Farm complains about the Protective Order's grant of permission to share documents with "any governmental agency, which has oversight authority to study issues pertinent to the insurance product... ." (App. H at 5.) However, Alabama law itself states that the commissioner of the Alabama Department of Insurance "may require any regulated insurer engaged in any of the businesses in Alabama as enumerated in this chapter to file with the department any data or information required or necessary in the performance of the duties of the commissioner" and provides for confidentiality protections when

warranted. Ala. Code §27-13-3. Moreover, State Farm’s own protective order allows it to share information with “the Alabama Department of Insurance, law enforcement officers, and/or other government agencies, as permitted or required by applicable state and federal law.” (App. G at 22-31.) State Farm has not been damaged by this provision either.

CONCLUSION

This Court “has long recognized the principle that “[c]ases should not be tried by piecemeal, and separate and distinct rulings upon the evidence brought to this court pending the progress of the trial” *Ex parte Cooper Tire & Rubber Co.*, 987 So. 2d 1090, 1101 (Ala. 2007). The trial court is in the best position to balance the interests of the parties and place this Protective Order (App. H) in the context of this case and the discovery sought in it, as well as State Farm’s behavior in the discovery process. State Farm seeks to have this Court create a new rule devoid of context that sharing should never be allowed. The Foors ask this Court to let the discretion remain in the hands of the trial court to adequately balance the interests of the parties and justice.

Respectfully submitted this 19th day of February, 2026.

/s/ F. Inge Johnstone
F. INGE JOHNSTONE
JOHNSTONE TRIAL LAW LLC
P.O. Box 36128
Birmingham, Alabama 35236
(205) 894-8900
ijohnstone@policyholderslawyers.com

/s/ Christina D. Crow
CHRISTINA D. CROW
JINKS CROW, P.C.
219 Prairie Street North
Union Springs, Alabama 36089
(334) 738-4225
christy.crow@jinkscrow.com

Counsel for Respondents,
James M. Foor and Krystina Foor

CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with the word limitation set forth in Ala. R. App. P. 32(b)(a). According to the word-count function of Microsoft Word, this Brief contains 3,580 words. I further certify that this Brief complies with the font requirement set forth in Ala. R. App. P. 32(a)(7) in that it was prepared in Century Schoolbook font using 14-point type. *See* Ala. R. App. P. 32(d).

Dated this 19th day of February, 2026.

s/ F. Inge Johnstone _____
F. INGE JOHNSTONE
Counsel for Respondents,
James M. Foor and Krystina Foor

CERTIFICATE OF SERVICE

Pursuant to Rule 57(h)(5), Alabama Appellate Rules of Procedure, I hereby certify that on this 19th day of February, 2026, a copy of this Brief of Respondents has been served on all parties electronically at the email addresses listed below.

John C. Neiman, Jr.
jneiman@maynardnexsen.com
Craig William Courtney
wcourtney@maynardnexsen.com
MAYNARD NEXSEN PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203

Craig A. Alexander
calexander@rumberger.com
RUMBERGER KIRK & CALDWELL PA
2001 Park Place North, Suite 1300
Birmingham, Alabama 35203

Stanley Edward Blackmon
sblackmon@bradley.com
Emily Ruzic
eruzic@bradley.com
Christopher Aaron Wetzel
cwetzel@bradley.com
BRADLEY ARANT BOULT CUMMINGS LLP
1819 Fifth Avenue North
Birmingham Alabama 35203

Edgar R. Haden
ehaden@balch.com
Michael P. Taunton
mtaunton@balch.com

BALCH & BINGHAM LLP
1901 6th Avenue North, Suite 1500
Birmingham, Alabama 35203

Abbott Marie Jones
Abbott.jones@butlersnow.com
Katherine Taylor Powell
Katie.powell@butlersnow.com
Sarah E. Rawls
Sarah.rawls@butlersnow.com

BUTLER SNOW LLP
One Federal Place, Suite 1000
1819 Fifth Avenue North
Birmingham, Alabama 35203

Additionally, a hard copy of this Brief will be deposited in the U.S.

Mail, first class postage pre-paid, to the Presiding Judge, as follows:

Hon. Leon Bernard “Burt” Smithart

Presiding Judge
Third Judicial Circuit
405 East Barbour Street, Suite A119
Eufaula, Alabama 36027

s/ F. Inge Johnstone
F. INGE JOHNSTONE
Counsel for Respondents
James M. Foor and Krystina Foor

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION

CIVIL ACTION NO. 4:20-CV-01533-CLM

BRENDA WILEY,
Plaintiff,
vs.
STATE FARM FIRE & CASUALTY CO.,
Defendant.

REMOTE VIDEO DEPOSITION OF CHRISTINE RUNGE
30(b)(6) Representative of State Farm
Fire & Casualty Company
LOCATION: CITE'S VIRTUAL MEETING ROOM
August 25, 2021

REPORTED BY:
Anna C. Tolleson
Certified Realtime Reporter
and Notary Public

1 comprehensive. 501 is rental.

2 Q. And so it assigns numbers to
3 different coverages?

4 A. Yes, that's correct.

5 Q. And does it describe what those
6 coverages cover?

7 A. No. It's simply the number and
8 what it is.

9 Q. Does it give procedures to follow
10 for each type of coverage?

11 A. Not that I recall seeing in that.
12 Guidance is more -- we would go to the auto
13 claim manual if there were something -- for
14 example, if I couldn't recall if a vehicle
15 striking a deer would be comprehensive or
16 collision coverage, I would go to the auto
17 claim manual for that. That wouldn't be in the
18 claims procedures guide.

19 Q. About how many pages is the claims
20 procedures guide?

21 A. I'm sorry. I don't know. I'm not
22 even sure how many chapters are in it.

23 Q. And describe the jurisdictional

1 reference for us.

2 A. It's an online tool that we're
3 able to access to look at state-specific
4 information. For example, if I was unsure
5 about the negligent standards for a state, I
6 would go to the jurisdictional reference for
7 guidance on that.

8 Q. Do they have one for Alabama?

9 A. Yes, there is one specific to
10 Alabama.

11 Q. And about -- can you recall the
12 topics that are discussed in the jurisdictional
13 reference guide for each jurisdiction?

14 MR. HUGHES: I'm going to object
15 to getting into the contents specific to that
16 reference tool.

17 MR. JOHNSTONE: What's the basis
18 of that, Denny?

19 MR. HUGHES: I think it is
20 assembled with the assistance of counsel. It
21 is privileged.

22 MR. JOHNSTONE: I don't agree with
23 that. And I do want to say with regard to the