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| IN RE | § | IN THE DISTRICT COURT OF |
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| HURRICANE IKE RESIDENTIAL | § | HARRIS COUNTY, TEXAS |
| PROPERTY CLAIM LITIGATION | § | |
| | § | |
| | § | 11 TH JUDICIAL DISTRICT |

MASTER DISCOVERY TO PLAINTIFFS

DEFINITIONS

(FOR ALL WRITTEN DISCOVERY IN HURRICANE IKE LITIGATION)

1. "You" or "Your" means the party responding to these requests.
2. "The Policy" means the insurance policy that is the basis of claims made against Defendant in this lawsuit.
3. "Insured Location" means the real property at the location described in the Policy declarations.
4. "Dwelling" means the dwelling located at the Insured Location at the time of Hurricane Ike.
5. "Other Structures" means any structures located at the Insured Location during Hurricane Ike that are set apart from the Dwelling by a clear space, including those connected only by a fence, utility line, or similar connection.
6. "Other Damages" means debris removal, temporary repairs, tree and shrub removal, personal property removal and storage, loss of use and additional living expenses.
7. "Personal Property" means any or all of the personal property.

8. "Your Counsel" means the attorney or attorneys who are representing or have represented you either with regard to the claim or in this lawsuit.
9. "The Claim" means the insurance claim made the basis of the breach of contract claim You have made against Defendant in this lawsuit.
10. "Written Communication" means the conveyance of information by a writing, whether by letters, e-mails, memoranda, handwritten notes and/or faxes.
11. "Document" means letters, words or numbers or their equivalent, set down by handwriting, typewriting, printing, photostating, photographing, magnetic or electronic impulse, mechanical or electronic recording, or other form of data compilation. See Texas Rule of Evidence 1001(a). "Document" specifically includes information that exists in electronic or magnetic form.
12. "Witness Statement" means the statement of any person with knowledge of relevant facts, regardless of when the statement was made, and is a (1) written statement signed or otherwise adopted or approved in writing by the person making it, or (2) a stenographic, mechanical, electrical, or other type of recording of a witness's oral statement, or any substantially verbatim transcript of such recording. See Texas Rule of Civil Procedure 192.3(h).
13. "Date" means the exact date, month and year, if ascertainable, or, if not, the best available approximation.

INSTRUCTIONS

1. You are requested to produce photographs, video recordings and audio recordings that were created or stored electronically.
2. Pursuant to Rule 196.4, you are requested to produce electronic or magnetic data responsive to the Requests for Production below in tiff or pdf searchable format, including email, instant message and pdf forms of the documents.
3. These requests specifically exclude any report prepared pursuant to paragraph F of the Standing Pretrial Order Concerning Residential Ike Cases dated May 26, 2009.

DEFENDANTS' PROPOSED MASTER REQUESTS FOR PRODUCTION

(Hurricane Ike Litigation)

REQUEST FOR PRODUCTION NO. 1: Concerning Your Claim, please produce:

(a) Recordings or transcripts of recordings of any verbal communication of any representative of Defendant;

(b) Diaries or other Documents made or kept by You recounting any of the events surrounding Your Claim; and

(c) Written Communications between You, including anyone representing You, and Defendant, including anyone representing Defendant. This includes all documents and written communications of any kind exchanged between you and Defendant, including anyone representing Defendant, from September 13, 2008 up until this lawsuit was filed.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Concerning the Insured Location, the Dwelling, or Other Structures at any time between September 13, 2005 and the present, please produce:

(a) Engineering reports;

(b) Photographs and Videos; and

(c) Building diagrams.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Concerning each item of Personal Property damaged or destroyed by Hurricane Ike, please produce:

(a) Inventories of the Personal Property prepared by You or on Your behalf after Hurricane Ike;

- (b) Purchase orders, receipts, and invoices;
- (c) Written Communications, appraisals, quotes or estimates concerning value or replacement cost;
- (d) If no other documentation is available, please provide bank, debit card, credit card, or online service account statements reflecting any purchase;
- (e) If no other documentation is available, cancelled checks (front and back) reflecting payment for any purchase;
- (f) If no other documentation is available, Manuals and Warranty Cards; and
- (g) Photographs and Videos.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4: Concerning personal property purchased or acquired after Hurricane Ike to replace damaged or destroyed Personal Property, please produce:

- (a) Purchase orders, receipts, and invoices;
- (b) If no other documentation is available, please provide bank, debit card, credit card, or online service account statements reflecting any purchase;
- (c) If no other documentation is available, cancelled checks (front and back) reflecting payment for any purchase; and
- (d) Photographs and Videos.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Concerning the damage to Personal Property caused by Hurricane Ike, please produce:

- (a) Cleaning or repair estimates, repair invoices, or repair receipts;
- (b) If no other documentation is available, cancelled checks (front and back) reflecting payment for cleaning or repairs; and

(c) If no other documentation is available, please provide bank, debit card, credit card, or online service account statements reflecting payment for cleaning or repairs.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6: Concerning any insurance claim for damages caused by Hurricane Ike, including damage caused by flood, for Other Damages or for damages to the Dwelling, the Personal Property, or Other Structures, please produce:

(a) Written Communications between You, including anyone representing You, and the insurer, including anyone representing the insurer; and

(b) All proofs of loss (as that term is used in the applicable policy) You submitted to any insurer setting forth, any of the following: (1) the time and cause of any loss, (2) Your interest and the interest of all others in the Dwelling and Personal Property, (3) other insurance which may cover any damages caused by Hurricane Ike to the Dwelling or Personal Property, and (4) the actual cash value of each item of Personal Property and the amount of loss to each item of Personal Property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7: Concerning any damage to the Dwelling or Other Structures caused by Hurricane Ike, including damage caused by flood, please produce:

(a) Construction, remodeling, or loss mitigation contracts, estimates, invoices, or receipts for repairs or replacement;

(b) If no other documentation is available, please provide bank, debit card, credit card, or online service account statements for repairs or replacement;

(c) Cancelled checks (front and back) reflecting payment for repairs or replacement; and

(d) Reports from contractors.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: Concerning repairs, renovations or improvements made to the Dwelling or Other Structures any time between September 13, 2005 and the present which cost more than \$500.00, excluding repairs made for damages caused by Hurricane Ike, please produce:

- (a) Written agreements;
- (b) Invoices;
- (c) Estimates;
- (d) Receipts;
- (e) Written Communications; and
- (f) Photographs and videos.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9: Concerning any Other Damages caused by Hurricane Ike relating to the Insured Location, the Dwelling, Other Structures, or the Personal Property, please produce:

- (a) Estimates, invoices, or receipts for repairs; and
- (b) If no other documentation is available, please provide bank, debit card, credit card, online service account statements or Cancelled checks (front and back) reflecting payment for such Other Damages.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10: Concerning any attempted or actual sale or any purchase of the Insured Location and/or improvements by You between September 13, 2005 and the present, please produce:

- (a) Earnest money contracts, Closing Statements, Disclosure Statements, and HUD statements;
- (b) Written agreements;
- (c) Brochures and flyers;

- (d) Online advertising or listings; and
- (e) Written communications.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11: Concerning any claim You are making in this lawsuit for loss of use or additional living expenses, please produce:

- (a) Leases or rental agreements;
- (b) Invoices and receipts;
- (c) If no other documentation is available, please provide bank, debit card, credit card, online service account statements and cancelled checks (front and back);
- (d) Utility bills;
- (e) Mileage logs or computations; and
- (f) Written communications.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12: Please produce all policies providing insurance at the time of Hurricane Ike on the property made the basis of this suit, excluding the Policy.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13: Concerning any application for or receipt of any loan, monetary benefit or other benefit from any governmental, public or private entity (*e.g.*, FEMA, the SBA, the Red Cross, federal, state or local agencies, or charities) based in whole or in part on any loss to the Dwelling, Other Structures, Personal Property or any Other Damages caused by Hurricane Ike, please produce:

- (a) Applications;
- (b) Cancelled checks (front and back);
- (c) Written agreements; and

(d) Written communications.

RESPONSE:

REQUEST FOR PRODUCTION 15: If you contend you have suffered any compensable consequential damages such as lost wages, personal injuries or mental anguish pertaining to your claims in this lawsuit, please produce all documents relating to these claims, including but not limited to payroll records, medical records, medical expenses, income tax records, business records, or other documentation reflecting these compensable consequential damages. In lieu of the requested documents, you may produce a valid authorization.

RESPONSE:

INTERROGATORIES

(Hurricane Ike Litigation)

INTERROGATORY NO. 1: Please identify any person you expect to call to testify at the time of trial.

ANSWER:

INTERROGATORY NO. 2: For each event in the three years immediately preceding Hurricane Ike as a result of which You had or claimed any damage in excess of \$500.00, or had or claimed any Other Damages caused by the event in excess of \$500.00, please state separately as to each such event:

(a) Description of the type of event (*e.g.*, windstorm, flood, pipe leak, hail damage, explosion, etc.), the Date of such event, and, if the damages were caused by hurricane(s), the name of the hurricane(s);

(b) A description of the damage to the Dwelling, Other Structures, and Personal Property, and a description of the Other Damages;

(c) The name of each insurance company that issued any policy which provided any property insurance for the Dwelling, Other Structures, Personal Property or any Other Damages upon which you made a claim for such event(s); and

(d) The amount of money, if any, You received from any such insurance company responsible for the event, separately indicating the amount You received for Dwelling, Other Structures, Personal Property and Other Damages.

ANSWER:

INTERROGATORY NO. 3: If You made a claim under an insurance policy (other than Your Policy) concerning the Dwelling, Other Structures, Personal Property or Other Damages caused by Hurricane Ike, including flood damage, please state:

(a) The name of any insurance company or companies writing the applicable insurance policy or policies;

(b) A description of the damage to the Dwelling, Other Structures, and Personal Property, and a description of the Other Damages (if different than the damages described in answer to Interrogatory 11; and

(c) The amount of money, if any, You received from any such insurance company, separately indicating the amount You received for Dwelling, Other Structures, Personal Property and Other Damages.

ANSWER:

INTERROGATORY NO. 4: If You applied for and/or received any loan, monetary benefit or other benefit from any governmental, public or private entity (*e.g.*, FEMA, the SBA, the Red Cross, federal, state or local agencies, or charities) based in whole or in part on any loss to the Dwelling, Other Structures, Personal Property or any Other Damages caused by Hurricane Ike, please Identify each entity, describe any loan or benefit requested, and describe any loan or benefit received.

ANSWER:

INTERROGATORY NO. 5: Concerning each item of Personal Property You claim was damaged or destroyed by Hurricane Ike and for which You seek damages in this lawsuit, please:

(a) Describe the item in reasonable detail, including the quantity, and also including the make, model and serial number whenever possible;

(b) Identify the person or entity from whom You purchased or acquired the item, and state the Date of purchase or acquisition by You and the purchase price;

(c) State the replacement cost at the time of Hurricane Ike;

(d) State the actual cash value of the item immediately before and immediately after Hurricane Ike;

(e) If you claim the item was repairable immediately after Hurricane Ike, state the cost of repair; and

(f) State whether the item was actually repaired or replaced after Hurricane Ike and, if it was, state the actual amount paid for repair or replacement.

PLEASE NOTE THAT THIS INTERROGATORY MAY BE SATISFIED BY FULL RESPONSE AND REFERENCE TO REQUEST FOR PRODUCTION NO. 3.

ANSWER:

INTERROGATORY NO. 6: Identify any person or entity with whom you had an outstanding loan secured by the Insured Location, the Dwelling, or Other Structures at the time of Hurricane Ike and state your best approximation of the amount owed both at the time of Hurricane Ike and at the present.

ANSWER:

INTERROGATORY NO. 7: Identify any mortgage, home equity loan, or line of credit, secured whole or in part by the Insured Location, the Dwelling, and/or Other Structures, for which You applied between September 13, 2005 and the present.

ANSWER:

INTERROGATORY NO. 8: Identify every engineer, contractor, or other person or entity who inspected, repaired, or provided You with a bid, estimate, evaluation or report for any damage to the Dwelling or Other Structures since Hurricane Ike and, for each such person or entity, state the nature and date of work or inspection performed, and the date of bid, estimate, evaluation or report.

ANSWER:

INTERROGATORY NO. 9: With regard to any attempted or actual sale or any purchase of the Insured Location and/or improvements by You between September 13, 2005 and the present, for each such purchase, sale, or attempted sale please:

- (a) State the Date(s) on which you purchased or sold, or during which You attempted to sell the Insured Location and/or improvements;
- (b) State Your initial asking price and any subsequent asking price made by You ;
- (c) State the amount of any offers, purchase or sale;
- (d) Identify any person or entity (other than You) that sold or purchased the property or that made an offer concerning the property; and
- (e) Identify all agents and brokers who represented you; and

(f) State the Date of closing and identify the entity that conducted the closing.

ANSWER:

INTERROGATORY NO. 10: Concerning repairs, renovations or improvements made to the Dwelling any time between September 13, 2005, and the present which cost more than \$500.00, excluding repair made for damages caused by Hurricane Ike, please:

(a) Describe the nature and type of the repair, renovation or improvement (e.g. roof replacement, new carpet/flooring, foundation repair, painting);

(b) Describe the reason and cause for the repair, renovation or improvement;

(c) State the amount you actually paid for the repair, renovation or improvement.

(d) Identify the persons who performed or are performing the repair, renovation or improvement.

ANSWER:

INTERROGATORY NO. 11: Concerning damages to the Dwelling or Other Structures that you contend were caused by Hurricane Ike and that are covered under the policy, please:

(a) Describe the nature and location of the damage;

(b) Describe the nature and date(s) of any repairs made as a result of that damage;

(c) State the amount You actually paid for the repairs described in (b);

(d) Identify the person(s) and/or entity(s) who performed or is performing the repairs described in (b);

(e) If some, but not all, of the damage described in (a) has been repaired, describe the damages that have **not** been repaired.

ANSWER:

INTERROGATORY NO. 12: For any Date or Dates which you claim that Hurricane Ike rendered the Dwelling uninhabitable, please:

(a) State the date or dates which you claim the Dwelling was uninhabitable;

(b) State separately the amount of additional expense you paid for meals, lodging, gas, mileage (including computation), other travel, utilities, and lease, rental or storage of personal property;

(c) Identify the Date and manner in which you first provided this information to Defendant.

ANSWER:

INTERROGATORY NO. 13: Did flood waters or storm surge enter your home? If so, describe any observations You made regarding the height or extent of flood waters in your home.

ANSWER:

INTERROGATORY NO. 14: Identify chronologically **to the best of your ability** each communication of any kind you had with Defendant(s) and/or any third party adjuster handling the claim regarding the Claim prior to the filing of this lawsuit. In so doing please state the following for each communication:

(a) Date;

(b) Type of communication (telephone, in person, letter, email, fax);

(c) Identity of all participants and witnesses for telephone or in-person communications;

- (d) Purpose or subject matter of communication;
- (e) For telephone communications, state who initiated the phone call;
- (f) For in-person communications, the location.

ANSWER:

INTERROGATORY NO. 15: If you contend that Defendant violated the Texas Insurance Code in handling your Claim, please state the following:

- (a) General factual bases for each such contention, including any misrepresentations;
- (b) Describe the general factual bases of the damages you've sustained as a result of these violations.

ANSWER:

INTERROGATORY NO. 16: If you contend Defendant violated the Texas Deceptive Trade Practices Act in handling your Claim, please state the following:

- (a) General factual bases for each such contention, including any misrepresentations;
- (b) Describe the general factual bases of the damages you've sustained as a result of these violations.

ANSWER:

INTERROGATORY NO. 17: If you contend Defendant committed fraud or was part of a conspiracy to commit fraud in handling your Claim, please state the following:

- (a) General factual bases for this contention, including any misrepresentations;
- (b) Describe the general factual bases of the damages you've sustained as a result of these violations.

ANSWER:

INTERROGATORY NO. 18: If you contend Defendant breached the duty of good faith and fair dealing in handling your Claim, please state the following:

(a) General factual bases for this contention, including any misrepresentations;

(b) Describe the general factual bases of the damages you've sustained as a result of these violations.

ANSWER:

INTERROGATORY NO. 19: If you are making a claim for mental anguish as a result of the handling of your Claim, please identify the name and address of any health care provider from whom you have sought treatment, therapy, counseling, or help of any kind for such mental anguish.

ANSWER:

INTERROGATORY NO. 20: Concerning any claim for attorneys' fees you are making against Defendant, please state the following:

(a) whether your claim for attorneys' fees will be calculated pursuant to a contingency contract or on an hourly basis;

(b) The name of each lawyer or other legal professional whose fees You are claiming;

(d) The hourly rate for each such lawyer or legal professional and the number of hours you are claiming;

(e) the percentage or amount of any multiplier You are claiming should be applied to such hourly rate; and

(f) The total amount of attorneys' fees You are claiming.

ANSWER:

INTERROGATORY NO. 21: If you contend Defendant “knowingly” violated any provision of the Texas Insurance Code or the Texas Deceptive Trade Practices Act, please state the general factual bases for that contention.

ANSWER:

INTERROGATORY NO. 22: When was the date you anticipated litigation?

ANSWER: