No. 123,739

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

STATE FARM FIRE & CASUALTY COMPANY,

Petitioner,

v.

THE HONORABLE AMY PALUMBO,

Respondent,

-AND-

BILLY HURSH and LACY HURSH,

Real Parties in Interest,

-AND-

GENTNER DRUMMOND in his official capacity as Attorney General of Oklahoma,

Real Party in Interest.

RESPONSE OF REAL PARTY IN INTEREST GENTNER DRUMMOND, ATTORNEY GENERAL OF OKLAHOMA, IN OPPOSITION TO APPLICATION TO ASSUME ORIGINAL JURISDICTION AND PETITION FOR WRIT OF PROHIBITION

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INTRODUCTION

State Farm asks this Court to assume original jurisdiction and issue an extraordinary writ vacating a district court order permitting the Attorney General to intervene in ongoing litigation. The petition should be denied. The district court's order was well within its discretion, State Farm has an adequate remedy by appeal, and the legal arguments State Farm advances are baseless.

State Farm's petition rests on three flawed premises: (1) that the Attorney General lacks statutory authority to intervene in litigation affecting insurance consumers; (2) that the Insurance Commissioner's constitutional authority over insurance regulation implicitly prevents the Attorney General from protecting consumers; and (3) that intervention by the Attorney General impermissibly enlarges the proceedings. Each premise fails.

The Legislature has directed the Attorney General to "represent and protect the collective interests of insurance consumers of this state in rate-related proceedings before the Insurance Commissioner *or in any other state or federal judicial or administrative proceeding.*" 74 O.S. § 18b(A)(22) (emphasis added). That language is clear: the Attorney General's consumer-protection authority extends to "any other" judicial proceeding—not merely rate-related proceedings before the Insurance Commissioner. State Farm's attempt to limit this broad grant of authority to rate-related proceedings before the Insurance Commissioner finds no support in the text.

The Attorney General seeks to protect Oklahoma insurance consumers from what appears to be a systematic and unlawful scheme to deny and underpay valid homeowner insurance claims. State Farm's "Hail Focus Initiative" allegedly used hidden standards to reduce valid claim payments while promising full replacement cost coverage. These claims implicate the interests of tens of thousands of Oklahoma policyholders—exactly the circumstances that warrant the Attorney General's intervention under his express statutory mandate.

Nor does State Farm's separation-of-powers argument withstand scrutiny. Indeed, since

State Farm's filing, Insurance Commissioner Glen Mulready has asked the Attorney General to "partner with" his office to "continue [the] investigation, intervention and prosecution" in this very matter. Resp.'s App'x Tab 1. The Commissioner and Attorney General have complementary authorities; and far from objecting to the intervention, the Commissioner welcomes it.

State Farm's real objection is practical, not legal: It does not want to face a deeper, governmental scrutiny of its statewide practices. The petition should be denied.

STATEMENT OF THE CASE

Plaintiffs Billy and Lacy Hursh filed suit against State Farm, alleging breach of contract and bad faith arising from State Farm's handling of their homeowner's insurance claim. *See* Hursh Pet., Pet'r's App'x Tab 1. On December 4, 2025, the Attorney General moved to intervene, alleging that State Farm's conduct toward the Hursh Plaintiffs was part of a broader, systematic scheme (the "Hail Focus Initiative") to deny and underpay valid claims submitted by Oklahoma policyholders statewide. Mot. to Intervene, Pet'r's App'x Tab 2.

The Attorney General's Petition for Intervention alleges violations of the Oklahoma Consumer Protection Act ("OCPA"), 15 O.S. §§ 751–764.1, and the Oklahoma Racketeer-Influenced and Corrupt Organizations Act ("ORICO"), 22 O.S. §§ 1401–1419. The Hursh Plaintiffs seek individual damages under their specific policy, whereas the Attorney General seeks injunctive relief, civil penalties, restitution to non-parties, and disgorgement of ill-gotten gains—remedies designed to protect the collective interests of all affected Oklahoma consumers and to vindicate the integrity of the insurance marketplace.

State Farm has objected to the Attorney General's intervention, whereas the Hursh Plaintiffs consented. Following briefing and argument, the district court granted the Attorney General's motion to intervene pursuant to 12 O.S. § 2024(A) and (B). Journal Entry, Pet'r's App'x Tab 6 (filed Jan. 8, 2026). State Farm now seeks extraordinary relief from this Court.

STANDARD OF REVIEW

For an extraordinary writ of prohibition to issue, a petitioner must show: (1) a court, officer, or person is about to exercise judicial or quasi-judicial power; (2) the exercise of that power is unauthorized by law; and (3) "the exercise of that power will result in injury for which there is no other adequate remedy." *Maree v. Neuwirth*, 2016 OK 62, ¶ 6, 374 P.3d 750, 752. The writ may not issue "in any case where there is a plain and adequate remedy in the ordinary course of the law." 12 O.S. § 1452. Moreover, this Court assumes original jurisdiction only when the case presents a matter of public interest and urgent necessity or presents an issue of first impression. *Indep. Sch. Dist. No. 12 of Okla. Cnty. v. State ex rel. State Bd. of Educ.*, 2024 OK 39, ¶ 22, 565 P.3d 23, 32.

Orders granting or denying intervention are committed to the district court's sound discretion. *See Tulsa Indus. Auth. v. City of Tulsa*, 2011 OK 57, ¶¶ 34–36, 44, 270 P.3d 113, 128–33 (citing 12 O.S. § 2024); *see also* Fed. R. Civ. P. 24(b) advisory committee's note (permissive intervention "is wholly discretionary"). A district court abuses its discretion when it "bases its decision on an erroneous conclusion of law" or reaches a conclusion "not justified by, and clearly against, reason and evidence." *Christian v. Gray*, 2003 OK 10, ¶¶ 43–44, 65 P.3d 591, 608–09 (citations and quotations omitted).

ARGUMENT

I. THIS COURT SHOULD DECLINE TO ASSUME ORIGINAL JURISDICTION BECAUSE STATE FARM HAS AN ADEQUATE REMEDY BY APPEAL AND FACES NO IRREPARABLE INJURY.

State Farm cannot satisfy the threshold requirements for extraordinary relief. The ordinary incidents of litigation—increased discovery costs, expanded claims, and the potential for delay—do not constitute the urgent necessity required for a writ of prohibition.

To begin, this Court's rules expressly provide for interlocutory appeal of orders *denying* intervention, recognizing the distinct prejudice faced by parties excluded from litigation. *See* Okla.

Sup. Ct. R. 1.20(b)(5). But no corresponding rule permits interlocutory appeal of orders *granting* intervention. This asymmetry is surely not accidental; rather, it reflects the different nature of the injuries involved. A party denied intervention may be foreclosed from protecting its interests; a party facing an intervenor simply faces additional litigation, reviewable after final judgment. *See Bailey v. Bertram*, 471 S.W.3d 687, 689 (Ky. 2015). In *Bailey*, for example, the Kentucky Supreme Court concluded that a trial court's permitting intervention was a "startlingly simple" error—the intervenors "literally had 'no business'" in the underlying case. *Id.* at 692. Yet the court *still* denied a writ: "Although this Court believes that such intervention was improper, it nevertheless concludes that a writ of prohibition is not available because the Appellant has an adequate remedy by appeal." *Id.* at 689. The same logic applies here. Even if the district court erred (although it did not), the existence of an adequate remedy by appeal forecloses extraordinary relief.

State Farm identifies no extraordinary reason why post-judgment review would be inadequate. State Farm complains of expanded litigation, broader discovery, and potential delay. But these are ordinary incidents of litigation, not irreparable injury. This Court has long held that an extraordinary "writ will not be issued on account of the inconvenience, expense, or delay of other remedies." *State ex rel. Mose v. Dist. Ct. of Marshall Cnty.*, 1915 OK 377, ¶ 6, 149 P. 240, 241–42 (per curiam). It is black letter law: "The mere fact that postjudgment appeal may be expensive to pursue does not render such appeal inadequate so as to satisfy the necessity for extraordinary relief through a writ of prohibition." 72A C.J.S. Prohibition § 51 (2025).

If ordinary litigation burdens sufficed to warrant extraordinary relief, then writs of prohibition would issue routinely, encouraging piecemeal appeals. In the end, State Farm's real grievance is that it must now defend against allegations of systematic misconduct, not merely the Hursh Plaintiffs' individual claim. But that is precisely why the Attorney General intervened, and it is precisely why the public interest warrants his participation.

II. THE ATTORNEY GENERAL HAS EXPRESS STATUTORY AUTHORITY TO INTERVENE IN THIS ACTION.

State Farm's statutory arguments fail because they ignore the plain language of the governing statutes. In short, the Attorney General is expressly allowed to participate here.

A. Section 18b(A)(22) expressly authorizes the Attorney General to protect insurance consumers in "any" judicial proceeding.

The Attorney General may "represent and protect the collective interests of insurance consumers of this state in rate-related proceedings before the Insurance Commissioner *or in any other state or federal judicial or administrative proceeding.*" 74 O.S. § 18b(A)(22) (emphasis added). The Legislature used the disjunctive "or" and the introductory word "in" to identify two distinct categories of the Attorney General's insurance authority: (1) "in rate-related proceedings before the Insurance Commissioner," and (2) "in any other state or federal judicial or administrative proceeding." This is basic sentence diagramming. If the Legislature had intended to limit the Attorney General's authority to rate-related matters, it would have written "in all rate-related proceedings" and stopped there, or it would have stated "in all rate-related proceedings before any court or executive official" or something similar. Or the Legislature could have added a "rate-related" limitation to the second clause. Instead, the Legislature used broader language.

To read the text otherwise renders superfluous the Legislature's second use of the word "in." *See Austbo v. Greenbriar Nursing Home No. Two, Inc.*, 2025 OK 85, ¶ 30, --- P.3d ---- ("[W]e must interpret legislation so as to give effect to every word and sentence." (citation omitted)). Moreover, this Court has squarely addressed the interpretive significance of "or" in statutory text. In *Toch, LLC v. City of Tulsa*, the Court explained that "or" is a "disjunctive particle used to express an alternative or give a choice of one among two or more things." 2020 OK 81, ¶ 25, 474 P.3d 859, 867 (quoting *State ex rel. Wise v. Whistler*, 1977 OK 61, ¶ 8, 562 P.2d 860, 862). This Court emphasized that "the Legislature's use of the word *or* shows intent to treat the terms on either side

of it as separate and distinct, or give a choice among options." *Id.* Applying that principle here, the Legislature placed "or" between "in rate-related proceedings before the Insurance Commissioner" and "in any other state or federal judicial or administrative proceeding." Under *Toch*, these phrases must be treated as "separate and distinct" alternatives—not as limiting one another. This is especially so when the word "in" is used to begin both phrases. The statute grants the Attorney General authority to protect insurance consumers in two distinct forums: in rate-related proceedings before the Insurance Commissioner, or in any other judicial or administrative proceeding, rate-related or not.

State Farm's reliance on the *noscitur a sociis* canon is misplaced. That canon resolves ambiguity in lists of similar terms; it does not permit rewriting unambiguous language. *See Rouse v. Okla. Merit Prot. Comm'n*, 2015 OK 7, ¶ 17 n. 13, 345 P.3d 366, 374 n.13 (refusing to apply *noscitur a sociis* when statute was unambiguous). To "represent and protect the collective interests of insurance consumers of this state ... in any other state or federal judicial or administrative proceeding" is not a list requiring contextual limitation—it is an unambiguous grant extending the Attorney General's authority beyond just the Insurance Commissioner's forum.

In addition to rendering the second "in" meaningless, State Farm's interpretation would render the phrase "any other . . . proceeding" superfluous, as well. If the Legislature meant only "rate-related proceedings," why did it add language extending to "any other ... proceeding"? Under State Farm's reading, that phrase does zero work. Again, courts must give effect to every word of a statute and avoid interpretations that render provisions meaningless. *See Austbo,* 2025 OK 85, ¶ 30; *Brown v. Claims Mgmt. Res. Inc.*, 2017 OK 13, ¶ 22, 391 P.3d 111, 118.

This case directly implicates the "collective interests of insurance consumers of this state." 74 O.S. § 18b(A)(22). The Attorney General alleges that State Farm implemented a statewide "Hail Focus Initiative" affecting all Oklahoma homeowners with State Farm policies. This alleged

scheme threatens the integrity of Oklahoma's insurance marketplace and the economic welfare of a substantial portion of the State's population. Yet again, that is precisely the type of matter in which the Legislature directed the Attorney General to appear.

B. Section 18b(A)(3) independently authorizes intervention where the interests of the state or its people are at issue.

Even ignoring Section 18b(A)(22)'s clearly permissive language, under a previous subsection of the same statute the Attorney General may "initiate or appear in any action in which the interests of the state or the people of the state are at issue." 74 O.S. § 18b(A)(3). State Farm argues that this provision applies only when a state officer or agency is sued or when state property is at stake. That reading finds no support in the statutory text, which speaks broadly of actions involving "the interests of the state *or the people of the state.*" *Id.* (emphasis added).

The "people of the state" of Oklahoma have a direct and robust interest in ensuring that insurance companies honor their contractual obligations and do not engage in systematic fraud. Countless Oklahoma homeowners depend on insurance coverage to protect their most valuable assets. When an insurer allegedly implements a scheme to deny legitimate claims statewide, that conduct threatens the economic security of Oklahoma residents and the integrity of the State's regulatory framework. The Attorney General, as the State's "chief law officer," is authorized, indeed obligated, to protect those interests. And if he does not, in the face of such drastic allegations, then it sends a message to all *other* insurers that Oklahomans are vulnerable.

State Farm cites *Ethics Comm'n of Oklahoma v. Cullison*, 1993 OK 37, ¶ 10, 850 P.2d 1069, 1074, for the proposition that the Attorney General "typically appears" only where the State is an interested party. That observation describes common scenarios but does not purport to limit the Attorney General's statutory authority. The very language State Farm quotes—that the AG "appears on behalf of either the Legislature or Governor to prosecute or defend court actions where the State is an interested party"—*supports* intervention here, where the State's interest in

protecting consumers from alleged unfair insurance practices is directly at stake.

C. *Cherokee Nation* does not limit the Attorney General's statutory authority.

State Farm claims that this Court in *Cherokee Nation v. United States Department of the Interior*, 2025 OK 4, 564 P.3d 58, limited the Attorney General's powers. But *Cherokee Nation* acknowledged that 74 O.S. § 18b designates the Attorney General as "the chief law officer" of the State, *id.* ¶ 17, 564 P.3d at 65–66, and this Court expressly held that "the broad authority of the Attorney General to represent the State is not nullified" by provisions permitting the Governor to retain separate counsel, *id.* ¶ 34, 564 P.3d at 69–70. Indeed, the Court confirmed that the Attorney General "may act independently from the Governor, and represent such segment of the State's interest not represented by the Governor." *Id.* ¶ 55, 564 P.3d at 74. This is broad authority, not narrow.

Regardless, *Cherokee Nation* addressed the hierarchy among executive officers when there is an actual intra-executive conflict. Here, the Insurance Commissioner is not a party to this litigation and has not asserted a conflicting position. Quite the opposite: Commissioner Mulready has expressly asked the Attorney General to "partner with" his office and "continue [the] investigation, intervention and prosecution" in this matter. Resp.'s App'x Tab 1. Far from claiming the Attorney General is intruding on his prerogatives, the Commissioner has invited his participation.[1] *Cherokee Nation* does not help State Farm here. The Attorney General acts pursuant to his express statutory mandate—precisely the independent sphere that decision preserved.

D. State Farm's reliance on out-of-state authority is misplaced.

State Farm's invocation of *People ex rel. Lowe v. Marquette National Fire Insurance Co.*, 184 N.E. 800 (Ill. 1933), *Langford v. McLeod*, 238 S.E.2d 161 (S.C. 1977), and *State ex rel. Olson v. Graff*, 287 N.W.2d 87 (N.D. 1979), is unavailing. Each non-binding case either found no direct state interest

[1] Even without this, a Commissioner would still lack the "power to unilaterally prevent the Attorney General from appearing in the case." *Cherokee Nation*, 2025 OK 4, ¶ 55, 564 P.3d at 74.

in the underlying dispute or involved an attorney general seeking to advance purely private claims—circumstances absent here.

In *Marquette*, the Illinois Supreme Court held that the state lacked a "direct and substantial interest" in liquidating a defunct insurance company because that process involved only private creditor rights. 184 N.E. at 803. Here, by contrast, the Attorney General enforces OCPA and ORICO—statutes of general application—and acts under an express statutory directive to protect insurance consumers in "any . . . judicial . . . proceeding." 74 O.S. § 18b(A)(22).

Graff is similarly inapposite. There, the North Dakota Attorney General attempted to initiate original proceedings in the state supreme court to challenge a district court ruling in a private medical malpractice suit, without any statutory authorization. The court found North Dakota's statutes gave the Attorney General only "notice" and "a right to be heard, nothing more." *Graff*, 287 N.W.2d at 89. Oklahoma's Section 18b(A)(22) grants the affirmative authority *Graff* found lacking: the power to "represent and protect" insurance consumers in judicial proceedings.

Langford held the South Carolina Attorney General could not pursue private tort counterclaims for individual damages on behalf of municipal employees. Even if accepted by this Court, *Langford*'s own logic supports intervention here: even if he may not pursue private claims, the Attorney General may vindicate public rights—and that is precisely what he does here by seeking injunctive relief, civil penalties, and restitution under OCPA and ORICO.

In sum, these cases involved attorneys general who either lacked any direct state interest in purely private disputes or sought to advance personal claims outside their statutory mandate. Neither circumstance applies here, where the Legislature has expressly authorized the Attorney General to protect insurance consumers in judicial proceedings.

III. THE ATTORNEY GENERAL'S INTERVENTION DOES NOT VIOLATE THE SEPARATION OF POWERS.

State Farm's separation-of-powers argument fails at the threshold: the Insurance

Commissioner himself supports the Attorney General's intervention. Again, Commissioner Mulready has asked the Attorney General to "partner with" the Commissioner to "continue [the] investigation, intervention and prosecution" in this case "as well as any appeals or writs related to that action." Resp.'s App'x Tab 1. The Commissioner expressly acknowledged that "[e]ach of our offices is vested with separate regulatory powers and authority to protect and advance the interests of Oklahomans." *Id.* There is no intra-executive conflict here; there is executive-branch unity.

A. The Insurance Commissioner's regulatory authority does not preclude the Attorney General's enforcement authority.

The Oklahoma Constitution vests the Insurance Commissioner with authority over insurance regulation—approving rates and policy forms, ensuring solvency, and administering the Insurance Code. But the Attorney General is separately authorized to enforce laws of general application that apply to all businesses. The OCPA authorizes the Attorney General to bring actions against "[a]ny person" engaged in unfair or deceptive practices. 15 O.S. § 761.1. And ORICO authorizes civil proceedings against any person engaged in racketeering activity. 22 O.S. § 1409(A). Neither statute carves out an exception for insurance companies.

Nothing in Title 36 states that the Insurance Commissioner's authority is exclusive or that it repeals the Attorney General's separate statutory mandates. Rather, as already discussed, Section 18b(A)(22), enacted in 1987, specifically directs the Attorney General to protect insurance consumers in judicial proceedings. This is a legislative determination that both officials have roles to play. State Farm cannot accomplish by implied repeal what the Legislature has expressly rejected. *See Rivera v. Dist. Ct. of Comanche Cnty.*, 1993 OK 63, ¶ 19, 851 P.2d 524, 529.

B. *Oklahoma Benefit Life Ass'n v. Bird* is inapposite.

State Farm relies on *Oklahoma Benefit Life Ass'n v. Bird*, 1943 OK 103, 135 P.2d 994, but that case does not support its position. *Bird* addressed whether *private policyholders* (not the Attorney General) could maintain an action to enjoin a reinsurance contract, remove corporate officers, and

appoint a receiver. This Court held that the Insurance Commissioner, as the officer designated by the Legislature for such purposes, had exclusive authority to prosecute such cases on behalf of policyholders. *Id.* ¶¶ 6, 11. Critically, the Court's reasoning rested on the principle that "where the Legislature has declared that certain classes of cases shall be prosecuted in the name of the state by designated persons or officers, such cases cannot be maintained by any other person." *Id.* ¶ 6. That principle *supports* the Attorney General's intervention here: the Legislature has expressly designated the Attorney General as an officer authorized to protect insurance consumers in judicial proceedings. 74 O.S. § 18b(A)(22).

Bird did not address the Attorney General's authority under 74 O.S. § 18b(A)(22) because that statute did not exist until 1987—forty-four years after *Bird* was decided. 1987 Okla. Sess. Laws ch. 39, § 1 (eff. Nov. 1, 1987). A case addressing the powers of private litigants in 1943 cannot nullify a statutory mandate concerning the Attorney General enacted by the Legislature in 1987. *Bird* is simply inapplicable to the Attorney General's intervention.

If anything, *Bird*'s core rationale (that the Legislature may designate particular officers to prosecute cases on behalf of policyholders) confirms the Attorney General's authority here. Again, the 1987 enactment of § 18b(A)(22) represents precisely such a legislative designation. Unlike the private certificate holders in *Bird*, who lacked any legislative authorization, the Attorney General acts under a statutory mandate to "represent and protect the collective interests of insurance consumers" in "any other . . . judicial. . . proceeding." He also may "initiate or appear in any action in which the interests of the state or the people of the state are at issue." 74 O.S. § 18b(A)(3). These mandates, both general and specific, satisfy *Bird*'s foundational requirement: legislative designation of the proper officer to act.

Moreover, *Bird* involved internal regulatory oversight questions, which are core Insurance Commissioner functions. The Attorney General does not seek to regulate insurance rates

themselves, approve policy forms, or assume receivership of State Farm. He seeks to enforce consumer-protection laws that the Legislature made applicable to all businesses, including insurers, against alleged fraud and deceptive practices. These are matters historically within the Attorney General's purview, regardless of the industry involved. The Attorney General does not purport to act as "spokesman for the policyholders," *Bird*, 1943 OK 103, ¶ 6, in a regulatory capacity; rather, he brings independent enforcement claims under statutes of general application that the Legislature made enforceable by the Attorney General against all businesses.

IV. THE OCPA EXEMPTION DOES NOT BAR THE ATTORNEY GENERAL'S CLAIMS.

State Farm's reliance on an OCPA exemption is misplaced for two independent reasons: it is irrelevant to the Attorney General's ORICO claims, and it does not apply to the alleged conduct in any event.

First, this Court need not resolve the OCPA exemption question because the Attorney General's ORICO claims stand independently. ORICO defines "racketeering activity" to include numerous predicate offenses beyond OCPA violations, including fraud and obtaining money by false pretenses. 22 O.S. § 1402(A). The Attorney General alleges State Farm systematically denied legitimate claims while collecting premiums for coverage it never intended to honor—predicate acts sufficient to support ORICO liability independent of any OCPA theory. State Farm's OCPA argument thus fails to address an entire category of claims.

Second, even as to the OCPA claims, the exemption does not apply. The statute exempts only "transactions regulated under laws administered by any regulatory body." 15 O.S. § 754(2). This requires a conduct-specific inquiry: the particular conduct at issue must fall within the regulatory body's authority. *See Country Gold, Inc. v. State Auto Prop. & Cas. Ins. Co.*, No. CIV-14-1398-D, 2015 WL 431638, at *5 (W.D. Okla. Feb. 2, 2015). *Country Gold* applied the exemption because the plaintiff's claims rested entirely on conduct the Insurance Commissioner regulates:

"representations regarding the insurance agreement, disclosures of information when the policy was sold," and routine claims adjustment. *Id.* Critically, the court accepted that "the particular conduct at issue must fall within the authority of the Insurance Commissioner." *Id.* Conversely, in *Conatzer v. American Mercury Insurance Co.*, 2000 OK CIV APP 141, ¶¶ 9–12, 15 P.3d 1252, 1255, the court held that an insurer's alleged fraud scheme—selling salvage vehicles without proper title notation—was *not* exempt under § 754(2), even though insurers are generally subject to Insurance Commissioner oversight. The court reasoned that though the Insurance Code regulates practices affecting "the business of insurance," the insurer's tortious conduct in defrauding consumers was "certainly not an inherent part of the business of insurance." *Id.* ¶ 9, 15 P.3d at 1255.

The Court of Civil Appeals' analysis supports the Attorney General here. The Insurance Commissioner regulates lawful insurance practices—rates, policy forms, solvency, claims procedures. But no regulatory body has authority to prospectively authorize or supervise fraud. The alleged "Hail Focus Initiative" is not a regulated claims-adjustment process; it is an alleged scheme using concealed, extra-contractual standards to deny benefits State Farm was contractually obligated to pay while representing otherwise to policyholders. Fraud is not a "transaction regulated" under the Insurance Code because no regulatory framework governs it—fraud is instead prohibited by laws of general application that the Attorney General enforces.

In any event, whether the OCPA exemption applies is a merits question, not an intervention question. As this Court explained, "when a party 'intervenes' the merits of the claim asserted by the intervenor is not adjudicated when the party is allowed to intervene." *Tulsa Indus. Auth.*, 2011 OK 57, ¶ 34, 270 P.3d at 129. State Farm cannot short-circuit the intervention analysis by demanding resolution of partial exemption defenses prematurely.

V. THE INTERVENTION DOES NOT IMPERMISSIBLY ENLARGE THE PROCEEDINGS.

State Farm argues that the Attorney General's intervention "enlarges" the proceedings

beyond the Hursh Plaintiffs' individual claim. But the intervention statute expressly authorizes permissive intervention where "an applicant's claim or defense and the main action have a question of law or fact in common." 12 O.S. § 2024(B)(2). The statute requires only *a* common question, not identity of all claims or complete overlap of issues.

Here, common questions abound. Both the Attorney General's claims and Plaintiffs' claims arise from the same nucleus of operative facts: State Farm's alleged "Hail Focus Initiative" and systematic scheme to deny roof-damage claims. The same discovery, documents, and experts will bear on both sets of claims. State Farm's reliance on *Franklin v. Margay Oil Corp.*, 1944 OK 316, 153 P.2d 486, is misplaced—that court *permitted* intervention where, as here, the intervenor's claims arose from the same factual foundation. *Id.* ¶ 17. And *Gettler v. Cities Service Co.*, 1987 OK 57, 739 P.2d 515, is inapposite—that case denied intervention because the private intervenor would have injected new federal securities questions and duplicated an existing federal class action. Neither concern applies here.

Intervention here promotes judicial efficiency. This Court has long recognized that "courts favor intervention and joinder of party defendants as a convenient or pragmatic method of settling controversies relating to the same subject matter." *Brown v. Patel*, 2007 OK 16, ¶ 28, 157 P.3d 117, 127 (quoting *Keel v. MFA Ins. Co.*, 1976 OK 86, 553 P.2d 153, 158). Denying intervention would not prevent the Attorney General from enforcing consumer-protection laws; it would merely force a separate lawsuit raising identical OCPA and ORICO claims over the same alleged conduct. Centralizing the enforcement action is the efficient path forward.

That the Attorney General seeks additional remedies does not preclude intervention. The intervention statute requires common questions of law or fact, not identical relief between the plaintiff and the intervenor. Moreover, the Attorney General's distinct remedial interests (injunctive relief to halt misconduct, civil penalties to deter violations, and restitution to non-

parties) are precisely *why* his intervention serves the public in this case.

VI. THE DISTRICT COURT DID NOT ABUSE ITS DISCRETION AND INTERVENTION WILL NOT UNDULY PREJUDICE STATE FARM.

Even if this Court were to assume original jurisdiction, the writ should be denied because the district court did not abuse its discretion. Orders granting intervention are reviewed deferentially. *See Deen v. Fruehauf Corp.*, 1977 OK 27, ¶ 5, 562 P.2d 505, 507. Here, the district court considered the parties' briefing, heard argument, and determined that the Attorney General met the requirements for intervention under both 12 O.S. § 2024(A) and (B). And the Hursh Plaintiffs consented to the intervention. State Farm's claim that intervention prejudices the original parties rings hollow: the only party objecting is the defendant who would obviously prefer not to face governmental scrutiny of its statewide practices.

State Farm claims prejudice from defending against the Attorney General's claims. But an intervenor is not prejudicial merely because it brings claims the defendant would prefer not to face. The Attorney General moved to intervene early in the litigation, before substantial discovery occurred, and State Farm's defense will necessarily involve the same evidence whether the Attorney General is a party or not.

State Farm has not shown that the district court's decision was based on an erroneous conclusion of law or was "not justified by, and clearly against, reason and evidence." *Christian*, 2003 OK 10, ¶¶ 43–44. The Attorney General has statutory authority to intervene, the intervention meets the statutory requirements, and the Plaintiffs consent. Any incremental burden from the Attorney General's participation is vastly outweighed by the public interest in efficient resolution of claims affecting Oklahoma consumers. The district court acted well within its discretion.

CONCLUSION

This Court should decline to assume original jurisdiction and deny State Farm a writ.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Response of Real Party in Interest Gentner Drummond, Attorney General of Oklahoma, in Opposition to Application to Assume Original Jurisdiction and Petition for Writ of Prohibition was mailed this 4th day of February, 2026, by depositing it in the U.S. Mail, postage prepaid, or by electronic mail to the following:

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