

CAUSE NO. \_\_\_\_\_

IN THE

SUPRME COURT OF TEXAS

\_\_\_\_\_  
IN RE: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
AND DAVID GONZALEZ

Relators

\_\_\_\_\_  
ORIGINAL PROCEEDING FROM THE COUNTY COURT AT LAW NUMBER 5  
HIDALGO COUNTY, TEXAS  
CAUSE NO. CL-05-3167-E  
HON. ARNOLDO CANTU, JR.

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**PETITION FOR WRIT OF MANDAMUS**

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DAVID GONZALEZ

**EMERGENCY RELIEF REQUESTED**

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**IDENTITY OF PARTIES AND COUNSEL**

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The following is a complete list of all parties to the trial court's Order, as well as the names and addresses of all trial and appellate counsel.

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## STATEMENT OF THE CASE

This case arises out of an automobile accident that Jorge Manllos Karim and Terisita De Mannlo (“Real Parties in Interest” or “Plaintiffs”) were involved in on February 6, 2004 with Defendants Tae Sun Cho and Sang M. Cho (the “Chos”). The Plaintiffs sued both the adverse driver and the vehicle owner (the Cho’s) as well as the Cho’s insurance carrier, Allstate County Mutual Insurance Company (“Allstate” or “Relator”) and its adjuster David Gonzalez (“Gonzalez” or “Relator”). The order challenged in this petition was issued by the trial court on July 19, 2006. In that order, the trial court granted Plaintiffs’ Motion to Compel Defendants, Allstate County Mutual Insurance Company and its adjuster David Gonzalez to respond to numerous voluminous discovery requests despite the fact that Texas is not a direct action state and therefore, the Plaintiffs have no standing to sue Allstate and its adjuster as a matter of law. In conjunction with the order granting Plaintiffs Motion to Compel, the trial court also denied Defendants’ Motion to Dismiss and/or for Summary Judgment.

An Original Petition for Writ of Mandamus was filed in the 13<sup>th</sup> Court of Appeals at Corpus Christi on August 18, 2006. Without explanation, Justices Yanez, Rodriguez and Garza issued a per curiam opinion denying the relief requested on September 28, 2006.

## STATEMENT OF JURISDICTION

This Court has jurisdiction to issue a Writ of Mandamus. Tex. Const. art 5, §3; Tex. Gov't Code § 22.002(a).

This Petition for Writ of Mandamus was first filed in the 13<sup>th</sup> Court of Appeals, which denied the relief requested. A copy of the Order denying the Petition is included in the appendix, tab P.

## ISSUES PRESENTED

**DID THE TRIAL COURT ABUSE IT'S DISCRETION IN ALLOWING BAD FAITH CLAIMS HANDLING DISCOVERY TO PROCEED IN A SUIT AGAINST A LIABILITY INSURANCE CARRIER EVEN THOUGH TEXAS DOES NOT ALLOW THIRD PARTY DIRECT ACTIONS AS A MATTER OF LAW**

1. Did the trial court clearly abuse its discretion in ordering Defendants to respond to overly broad, harassing and patently irrelevant discovery requests in light of well established principles that prohibit third parties from suing liability insurance companies in the State of Texas?
2. Did the trial court abuse its discretion in ordering Defendants to respond to discovery that is overly broad and not narrowly tailored to reveal relevant information?

## STATEMENT OF FACTS AND PROCEDURAL BACKGROUND

TO THE HONORABLE COURT OF APPEALS:

Relators, Allstate County Mutual Insurance Company and David Gonzalez submit this Petition for a Writ of Mandamus complaining of the order of the Honorable Arnaldo Cantu, Jr., Presiding Judge of County Court at Law Number Five (5) for Hidalgo County, Texas. This lawsuit concerns Plaintiffs' claim for property damage arising out of an automobile accident they were involved in with Tae Sun Cho. However, this is no ordinary automobile accident case. In addition to suing the adverse driver, the Plaintiffs have brought suit against the adverse driver's insurance carrier in direct contravention of Texas law. This Court should grant this Petition because requiring Allstate and its adjuster to be subjected to the overbroad, burdensome, harassing and irrelevant discovery in this type of case is clearly erroneous and constitutes an abuse of discretion for which Allstate has no adequate remedy by appeal.

This lawsuit was filed on December 13, 2005. *See* App. Tabs E & F. Plaintiffs sued Tae Sun Cho and Cho as well as Allstate and Gonzalez. *Id.* Plaintiffs' complaints against Allstate and Gonzalez center on failed settlement negotiations. *Id.* Plaintiffs allege that Allstate engaged in unfair claims settlement practices. *Id.* Specifically, Plaintiffs pleadings complain that:

Defendants jointly or singularly misrepresented facts or policy provisions relating to coverages and failed to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claim submitted when liability became reasonably clear. Plaintiffs contend Allstate and its agents and employees did not attempt to settle in good faith the property damage claims in order to influence settlement under the bodily injury portions of the Cho policy. *See* App. Tab E pp. 5-6.

In conjunction with filing the lawsuit, Plaintiffs served thirty-two (32) interrogatories, eighty-nine (89) requests for production, and thirty (30) requests for admissions to Relator, Allstate. Additionally, Plaintiffs served twenty-seven (27) interrogatories, eighty-nine (89) requests for production and thirty-five (35) requests for admissions to Relator, Gonzalez. *See App. Tab I.* Relators filed an answer to the Petition objecting to the standing of Plaintiffs to pursue these claims because the claims were barred as a matter of law. *See App. Tabs G & H.* Relators also objected to all of the discovery pointing out that Plaintiffs' discovery requests were overly broad and unduly burdensome, frivolous and harassing in light of well established principles that prohibit direct actions by third parties against insurance companies. *Id.*

Plaintiffs filed a Motion to Compel. *See App. Tab K.* A hearing was held on the motion on April 17, 2006. *See App. Tab C.* The trial judge took the matter under advisement. Both parties filed proposed orders. *See App. Tabs A & L.* Allstate and Gonzalez subsequently filed Motions to Dismiss and/or for Summary Judgment asserting the same arguments they did in response to Plaintiffs' discovery requests and their motion to compel. *See App. Tabs M & N.* Another hearing was held on July 19, 2006. *See App. Tab D.* At that time, the judge denied the summary judgment and ordered Relators to respond to Plaintiffs' discovery requests in total. *See App. Tabs A & B.*

## **SUMMARY OF THE ARGUMENT**

Mandamus is necessary in this case to correct the trial court's clear abuse of discretion and because Relators do not have an adequate remedy by appeal. The trial court clearly abused its discretion when it ordered Relators to respond to overbroad, voluminous discovery requests despite the fact that the claims presented by Plaintiffs against the insurance company and its adjuster are invalid as a matter of law. The discovery requests are so broad and far reaching as to require discovery into every aspect of insurance claims handling, information on Relators' insureds and its employees and testimony on insurance and property damage claims, without limitation. Given the overwhelming authority demonstrating that the claims against Relators have no basis under Texas law, the trial court had no choice but to deny Plaintiffs' Motion to Compel. Alternatively, the trial court failed to consider what discovery might be narrowly tailored to support a claim which has a valid legal basis. The court clearly abused its discretion when it ignored controlling law and allowed discovery as to these claims to proceed and as such, mandamus is necessary to correct this injustice.

## LAW AND ARGUMENT

**ISSUE PRESENTED: DID THE TRIAL COURT ABUSE ITS DISCRETION IN ALLOWING BAD FAITH CLAIMS HANDLING DISCOVERY TO PROCEED IN A SUIT AGAINST A LIABILITY INSURANCE CARRIER EVEN THOUGH TEXAS DOES NOT ALLOW THIRD PARTY DIRECT ACTIONS AS A MATTER OF LAW?**

- A. Did the trial court clearly abuse its discretion in ordering Defendants to respond to overly broad, harassing and patently irrelevant discovery requests in light of well established principles that prohibit third parties from suing liability insurance companies in the State of Texas?
- B Did the trial court abuse its discretion in ordering Defendants to respond to discovery that is overly broad and not narrowly tailored to reveal relevant information?

**I. MANDAMUS RELIEF IS APPROPRIATE WHEN WHOLESale DISCOVERY IS ALLOWED ON CLAIMS THAT ARE BARRED AS A MATTER OF LAW**

**A. Texas law prohibits third party direct actions against liability insurance companies.**

This is an important issue in Texas jurisprudence because it flies in the face of well settled law. Without question, Texas is not a direct action state. Nonetheless, an insurance company has been sued along with its insured by a third party in violation of Rule 51b of the Texas Rules of Civil Procedure, the Texas Insurance Code and Supreme Court precedent. The trial court is allowing discovery to proceed despite these well settled rules, statutes and case law. The trial court has no discretion when it comes to matters of law. It is not an open question or a situation where Courts differ. It potentially opens the flood gates to any third party claimant who has a disagreement with an insurance company to sue the carrier in direct contravention of the law. It allows irrelevant and harassing discovery to proceed in a case where litigation is ongoing against its insured. As such, the issue presented is one of such importance to the jurisprudence of this state as to require correction. *See Walker v. Packer*, 827 S.W. 2d. 833, 839 n.7 (Tex. 1992).

**B. Requirements for Mandamus Relief**

There are two requirements for the issuance of a writ of mandamus. "One is to show that the trial court clearly abused its discretion," and the other "is to show there is no adequate remedy by appeal." *In re Prudential Ins. Co. of America*, 148 S. W. 3d 124,



135-36 (Tex. 2004). The first requirement is satisfied by an error of law or an error implying law to facts, because “a trial court has no discretion in determining what the law is or applying the law to the facts, even where the law is unsettled.” *Id.* at 135. The second requirement – the absence of an adequate appellate remedy – depends on the context of the particular case:

The operative word, “adequate”, has no comprehensive definition; it is simply a proxy for the careful balance of jurisprudential considerations that determine when appellate courts will use original mandamus proceedings to review the actions of lower courts. These considerations implicate both public and private interests. \*\*\* *Mandamus review of significant ruling in exceptional cases maybe essential to preserve important substantive and procedural rights from impairment or loss, allow the appellate courts to give needed and helpful direction to the law that would otherwise prove elusive in appeals from final judgments, and spare private parties and the public the time and money utterly wasted enduring eventual reversal of improperly conducted proceedings.*

*In re Prudential Ins.* at 136. Thus, a clear failure of the trial court to analyze or apply the law correctly will constitute an abuse of discretion. *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex. 1992). In granting Plaintiffs’ Motion to Compel and denying the Relators’ Motions for Summary Judgment and/or to Dismiss, the trial court has erroneously interpreted the law and it’s ruling constitutes a clear abuse of discretion. *See Axelson v. McIlhany*, 798 S.W.2d 550 (Tex. 1990).

Clearly mandamus relief is not available to correct incidental rulings that do not involve the permanent deprivation of substantial rights. *Polaris Inv. Mgmt. Corp. v. Abascal*, 892 S.W.2d 860, 862 (Tex. 1995). Allstate recognizes that generally appellate remedies are adequate even though it may involve delay and more expense than obtaining an extraordinary writ. However, there are occasions where an appellate remedy generally

adequate may become inadequate because the circumstances are exceptional. *CSR Ltd. v. Link*, 925 S.W.2d 391 (Tex. 1996). A trial court's action can be "with such disregard for guiding principles of law that the harm . . . . becomes irreparable. *Nat'l Industrial Sand Ass'n v. Gibson*, 897 S.W.2d 769, 771 (quoting *Canadian Helicopters Ltd. v. Wittig*, 876 S.W.2d 304, 308 (Tex. 1994). This is such an exceptional case. First, the trial court failed to recognize and apply the applicability of well settled case law. Then it allowed the Plaintiffs wholesale discovery of everything from personnel files to settlement practices policies and procedures to private information concerning Allstate's insureds. In determining whether an adequate remedy exists, the Court must consider the discovery being sought in the context of the claims presented. The claims presented have no basis in law.

Another important consideration in granting mandamus relief is the "most efficient use of the states' judicial resources," *In Re Exxon Mobile Corp.*, 153 S.W.3d. 605 (Tex. App.-Amarillo, 2004), which should not be squandered on discovering "the factual basis" of claims that are foreclosed as a matter of law. Case law does not require the Court to turn a blind eye to blatant injustice. *In Re Masonite Corp.* 997 S.W.2d 194 (Tex. 1999).

Under the circumstances of this case – where the Plaintiffs claims are clearly barred by Texas law – it is manifestly inappropriate and unfair to require Relators to be dragged through burdensome discovery and otherwise be forced to prepare for a possible trial. The trial court clearly abused its discretion in allowing these claims to proceed to

discovery. There is no adequate remedy by appeal when a discovery order compels production of patently irrelevant or duplicative documents such that it clearly constitutes harassment or imposes a burden on the producing party far out of proportion to any benefit that may obtain to the requesting party. *See, Sears Roebuck & Co. v. Ramirez*, 824 S.W.2d 558 (Tex. 1992); *General Motors Corp. v. Lawrence*, 651 S.W.2d 732 (Tex. 1983); *In Re Zenith*, 2004 Tex. App. LEXIS 9333. The discovery order in this case does just that and constitutes an abuse of discretion. It requires wholesale discovery of literally “everything but the kitchen sink.” The prospect of an appeal provides no adequate relief in this case because no appellate court ruling will be able to cure the damage done by allowing discovery regarding Allstate’s claims handling procedures in this case where the liability of Allstate’s insured has not yet been determined and where Allstate has an ongoing duty to defend it’s insured even if it is in conflict with Allstate’s own defense. As such, there is no adequate remedy by appeal.

**C. Mandamus Relief is Appropriate when Discovery is allowed for Patently Unmeritorious Claims which are barred as matter of law**

No Texas court has ever held that insurers owe independent duties to the public at large. To the contrary, the Texas Supreme Court has **explicitly** and **repeatedly** held that insurers do not owe a duty to third party plaintiffs:

A third party claimant has no contract with the insurer or the insured, has not paid any premiums, has no legal relationship to the insurer or special relationship of trust with the insurer, and in short, has no basis upon which to expect or demand the benefit of (protections insurance companies owe their insureds).

*See Allstate Insurance Company v. Watson*, 876 S.W.2d. 145, 149 (Tex.1994); *See also Maryland Insurance Company v. Head Industries Codings and Services, Inc.*, 938 S.W.2d. 27,28-29 (Tex. 1996) (third party plaintiff is owed no duty of good faith and fair dealing by an insurer); *See Transport Insurance Company v. Faircloth*, 898 S.W.2d 269, 280 (Tex. 1995) (third party is owed no duty regarding claims settlement practices by an insurer).

These cases reflect the bedrock principle of Anglo American tort law that there is no duty owed to third parties absent a special relationship between the parties. The Supreme Court has held that there is no special relationship between a third party plaintiff and an insurance company. Absent a duty, there is no possibility for recovery by these Plaintiffs against Allstate. If Plaintiffs have been wronged by virtue of being involved in an automobile accident, their remedy is against the adverse driver. This is a remedy that automobile accident plaintiffs have been pursuing for years. Indeed, these Plaintiffs are pursuing that remedy in this very case. While Allstate may wind up paying for certain of those losses as covered claims under insurance policies that they issued to the Chos, Plaintiffs direct claims against the insurer itself are contrary to established rules for assessing the liability of the tortfeasor.

There is good reason courts have consistently and repeatedly held there is no duty between an insurer and third party claimants: to hold otherwise will create the potential for irreconcilable conflicts between duties that insurers owe their insureds and the new duties that insurers would now owe third party plaintiffs and others. Insurance

companies would still owe the duties they have to the individuals and businesses that contract to pay premiums in exchange for a measure of protection for the vicissitudes of modern life. See e.g. *Transport Insurance Company v. Faircloth*, 898 S.W.2d. 269, 279 (Tex. 1995) (Insurers duty is “to put the insured’s interest on par with its own”); *Universe Life Ins. Co. v. Giles*, 950 S.W.2d 48, 60 (Tex. 1997) (In a third party case, both the insurer and the insured have common interest in challenging a third party’s claim). This potential for conflicting obligations to insureds on the one hand and toward Plaintiffs on the other has been squarely recognized by the Texas Supreme Court. Specifically, in *Allstate Ins. Co., v. Watson*, 876 S.W.2d 145 (Tex. 1994), the court made clear that these very real concerns preclude direct actions by third party claimants against insurers: Were we to extend to third party claimants the same duties insurers owe to their insureds, insurers would be faced with owing co-extensive and conflicting duties. An insurer owes to its insured a duty to defend the insured against the claims asserted by a third party. Recognizing concomitant and coextensive duties to third party claimants, parties adverse to the insured, necessarily compromises the duties the insurer owes its insureds. *Watson S.W.2d at 150; accord. Transport Ins. Co. v. Faircloth*, 898 S.W.2d, 269, 279 (Tex. 1995); *Rocor International v. National Union Fire Ins. Co.*, 77 S.W.3d 253, 259 (Tex. 2002).

In their lawsuit, Plaintiffs complain that:

Relators jointly or singularly misrepresented facts or policy provisions relating to coverages and failed to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claim submitted when liability became reasonably clear.” Plaintiffs contend Allstate and its agents and employees did not attempt to

settle in good faith the property damage claims in order to influence settlement under the bodily injury portions of the Cho policy. *See* App. Tab E & F, pp. 5 -6.

Compare this language to the Texas Insurance Code which states:

It is an unfair method of competition or an unfair or deceptive act or practice in the business of insurance to engage in the following unfair settlement practices with respect to a claim by an insured or beneficiary:

- (1) misrepresenting to a claimant a material fact or policy provision relating to coverage at issue;
- (2) failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of
  - (A) a claim with respect to which the insurer's liability has become reasonably clear; or
  - (B) a claim under one portion of a policy with respect to which the insurer's liability has become reasonably clear to influence the claimant to settle another claim under another portion of the coverage . . . . *See* Tex. Ins. Code §541.060, *See* App. Tab Q.

*See* Texas Insurance Code §541.060, entitled Unfair Settlement Practices.

Of course this statute **specifically excludes** persons such as the Manllo's from suing Section 541.060 (b) states:

**Subsection (a) does not provide a cause of action to a third party asserting one or more claims against an insured covered under a liability insurance policy.**

*See* Tex. Ins. Code §541.060, *See* App. Tab Q.

There are simply some claims that are foreclosed as a matter of law. This is one of those claims. Claims for unfair settlement practices by third parties are barred as a matter of law. The law is well settled in the State of Texas as to whether a third party plaintiff may sue an insurance company in Texas. The Texas Supreme Court has held on numerous occasions that they cannot: *Allstate Insurance Company vs. Watson*, 876 S.W.2d 145 (Tex. 1994) (third parties have no cause of action for unfair claims

practices); *Maryland Ins. Co. v. Head Industries Codings & Services, Inc.*, 938 S.W.2d 27 (Tex. 1996); (third party tort claimant has no direct cause of action for extracontractual liability against a liability insurer at common law); *Texas Farmers Ins. v. Soriano*, 881 S.W.2d 312 (Tex. 1994) (third party tort claimant has no direct cause of action for extracontractual liability against a liability insurer at common law); *Transport Insurance Company v. Faircloth*, 898 S.W.2d. 269, 280 (Tex. 1995) (third party is owed no duty regarding claims settlement practices by an insurer).

A wealth of the Courts of Appeals have held the same thing: *Jones vs. C.G.U. Insurance Co.*, 78 S.W.3d, 626 (Tex. App. Austin 2002, no pet.) (a third party tort claimant has no direct cause of action for extracontractual liability against a liability insurer at common law); *Sun Oil Company vs. Employers Casualty Co*, 550 S.W.2d 348, (Tex. Civ. App. Dallas 1977, no writ.) (a tort plaintiff has no standing to sue a tortfeasor's liability insurer directly in a lawsuit); *Pool v. Durish*, 848 S.W.2d 722, (Tex. App. Austin 1992, writ. den'd) (a tort claimant cannot sue a tortfeasor's carrier unless the insured tortfeasor is liable to the claimant); *Morris v. Allstate*, 523 S.W. 299 (Tex. Civ. App. Texarkana 1975, no writ) (tort claimant has no direct cause of action against the tortfeasors liability carrier unless the tortfeasor is liable to the claimant); *Lowe v. Safeco Ins. Co.*, 2003 Tex. App. LEXIS 648 (Tex. App. Dallas, 2003, pct. Denied) (third party cannot sue an insurance company in Texas).

Rule 51b of the Texas Rules of Civil Procedure provides as follows:

Whenever a claim is one heretofore cognizable only after another claim has been prosecuted to a conclusion, the two

claims may be joined in a single action; but the court shall grant relief in that action only in accordance with the relative substantive rights of the parties. **This rule shall not be applied in tort cases so as to permit the joinder of a liability or indemnity insurance company, unless such company is by statute or contract directly liable to the person injured or damaged.**

*See* Tex.R.Civ.P. §51(b), *See* App. Tab R. *See, e.g., Penny vs. Powell*, 347 S.W.2d 601 (Tex. 1961) (Texas is not a direct action state); *Utilities Ins. Co. v. Montgomery*, 138 S.W.2d 1062 (Tex. 1940) (Texas is not a direct action state); *Russell vs. Hartford*, 548 S.W.2d 737 (Tex. Civ. App. – Austin 1977, writ ref'd n.r.e) (third party claimants not permitted to sue insurance carrier, with or without joinder of insured party).

The law clearly forecloses plaintiffs from bringing a direct action against an insurance company defendant. The Supreme Court, abundant case law, the Texas Rules of Civil Procedure and an Insurance Code specifically prohibits these Plaintiffs from suing Allstate and its adjuster directly. It is within this context, however, that Plaintiffs seek overbroad, burdensome and harassing discovery against Relators. Such a vast amount of discovery in this type of case is unwarranted, unprecedented and unjust. Mandamus is necessary to correct this abuse of discretion.

Plaintiffs have presented no case which supports the proposition that they are allowed to proceed. Plaintiffs cite no case for the proposition that as third party claimants they can pursue claims against an insurance carrier. Instead, they argue unfair claims practices, violations of the Insurance Code and a far fetched breach of contract claim. The Real Parties in Interest do not have a contract or contractual relationship with



Allstate. See *Watson v. Allstate* 876 S.W.2d 145 (Tex. 1994), and its progeny. To the extent Plaintiffs argue that oral settlement negotiations somehow created a contract, the gravamen of a contract is an agreement, a meeting of the minds, mutual assent. That this case is in litigation alone tends to establish that there was no agreement.<sup>1</sup> A “he said/she said” arising out of settlement negotiations does not create a contract. Nonetheless, if a settlement “contract” exists, the remedy for the Real Parties in Interest is to sue the tortfeasor, the party against whom they have a claim and to whom they would provide a release and to seek enforcement of same. See and compare *Page v. Baldon*, 437 S.W. 2d. 625 (Tex. Civ. App-Dallas 1969, writ ref’d n. r. e.) (claimant seeking to void release sued the third party tortfeasor, not insurer).

**II. THE TRIAL JUDGE ABUSED HIS DISCRETION IN SANCTIONING DISCOVERY THAT IS OVERLY BROAD, IRRELEVANT AND NOT NARROWLY TAILORED AND ALLSTATE HAS NO ADEQUATE REMEDY AT LAW.**

**A. Discovery may not be used as a fishing expedition.**

Despite the overwhelming authority prohibiting Plaintiffs’ claims, the trial court is allowing discovery of everything from the personnel files of numerous Allstate employees, to other claim files David Gonzalez worked on, to claims settlement practices, policies and procedures to net worth information of Allstate. In total three-hundred and two (302) discovery requests. See App. Tab I. This, with regard to claims that Plaintiffs, have no standing to bring in the first place. This in the context of their

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<sup>1</sup> This is precisely why settlement agreements are required to be in writing. See e.g., *Padilla v. LaFrance*, 907 S.W. 2d 451 (Tex. 1995); *Kennedy v. Hyde*, 682 S.W. 2d 525 (Tex. 1984).

ongoing litigation against the insured. The trial court's order granting plaintiffs' Motion to Compel is fundamentally wrong, unfair and constitutes an abuse of discretion.

What possible purpose would it serve to require an insurance company in a third party claim over a settlement dispute to engage in wholesale discovery of everything from:

All documentation, files, and tangible things about Mr. David Gonzalez reflecting on the manner in which he has adjusted any claim on behalf an Allstate insured to include complaints, deviation from policies and procedures, and violations of Insurance Code Rules and Regulations. *See App. Tab I, Request for Production No. 21.*

All claims files (redacting insurer identifying information concerning any insureds of Allstate County Mutual Insurance Company) where Mr. Gonzalez negotiated on behalf of any insured of Allstate County Mutual Insurance Company where he lacked authority to enter into an agreement to settle any claim. *See App. Tab I, Request for Production No. 22.*

All documentation from Allstate County Mutual Insurance Company directing its agents, servants and employees not to misrepresent to claimants pertinent facts or policy provisions relating to coverage. *See App. Tab I, Request for Production No. 30.*

All policies procedures directives and documentation to Allstate County Mutual Insurance Company's adjusters requiring that they attempt in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear. *See App. Tab I, Request for Production No. 31.*

All documentation from Allstate County Insurance Company directing its agents, servants and employees including its adjusters not to use one portion of an insurance policy to influence settlement on another portion of an insurance policy. *See App. Tab I, Request for Production Nos. 34.*

All judgments and orders from any court finding Allstate wrongfully adjusted the value of any physically damaged vehicle. *See App. Tab I, Request for Production No. 35.*

The medical records of the driver of the white BMW 3301 Sand M. Cho a/k/a Sang M. Cho concerning any mental or physical problem which would impact her ability to operate a motor vehicle. *See App. Tab I, Request for Production No. 36.*

Documentation in the file of Allstate County Mutual Insurance Company for the accident in question supporting a determination that the liability of Allstate's insured's liability was not reasonably clear. *See App. Tab I, Request for Production No. 37.*

To:

Job descriptions and personnel files for David Gonzalez, Elijah Sneed, Terry Weaver-Munoz. *See App. Tab I, Request for Production Nos. 39-41.*

An authorization to obtain confidential information from all law enforcement authorities and governmental agencies for Tae Sun Cho a/k/a Sang M. Cho. *See App. Tab I, Request for Production No. 47.*

Copies of medical records and/or reports from all physicians including any medical facilities and health care entities who treated and/or provided services to anyone involved in this accident. *See App. Tab I, Request for Production No. 55.*

Personnel files and curriculum vitas and resumes of all Allstate employees that any Texas Court determined wrongfully assessed the value of any physically damaged vehicle. *See App. Tab I, Request for Production No. 71.*

Transcripts of any testimony that you, your agents, servants and employees have given in any case as witnesses on the topic of insurance. *See App. Tab I, Request for Production No. 80.*

Legal instruments that document defendant's status as a corporation, partnership, sole proprietorship, joint venture, or non-profit entity. *See App. Tab I, Request for Production No. 82.*

Transcripts of testimony, whether by deposition or in court, given by you in any case in which you were a defendant regarding any of the issues pertinent to this case to include property damage claims. *See App. Tab I, Request for Production No. 83*

Policies, procedures and protocols from Allstate to its adjustors concerning calculating property damages under liability and UM/UIM coverage. *See App. Tab I, Request for Production No. 88.*

The Cho's driving histories and drivers licenses. *See* App. Tab I, Request for Production Nos. 25 and 26.

Policies and procedures about how adjustors are to resolve bodily injury and property damage claims. *See* App. Tab I, Request for Production No. 29.

Net worth information. *See* App. Tab I, Request for Production No. 76.

The above listed requests are just a sampling of the more than three-hundred (300) discovery requests served. Not only are these requests overly broad and harassing, they infringe upon and impact Allstate's duties to its insured. To allow such unfettered discovery constitutes an abuse of discretion.

**B. Discovery is not narrowly tailored to reveal relevant information.**

Assuming that Plaintiffs could establish their right to file a direct action against an insurance company, despite the well settled law, the discovery is not narrowly tailored to discover relevant information. *See In Re American Optical Corp.*, 988 S.W.2d 711, 711 (Tex. 1998). What do depositions on the "topic of insurance" have to do with the Manllo's failed settlement negotiations? How can Relators be required to authorize the disclosure of confidential information regarding its insureds? In the unlikely event that the Judge felt there was some basis upon which to proceed, Relators submitted an order on Plaintiffs' Motion to Compel giving the trial judge the opportunity to order discovery narrowly tailored to what he may have perceived to be a valid cause of action. *See* App. Tab L. Instead, the Judge allowed wholesale discovery without regard to any of Relators' objections and well established case law. This constitutes an abuse of discretion.

Moreover, the discovery requests seek information regarding other insureds'

claims which potentially contains the private privileged medical and financial information of other insureds and claimants. The trial Court refused to even grant any protection regarding this confidential information. See Appendix, Tab L. Again, the trial court clearly abused its discretion here.

Mandamus relief is clearly appropriate under these circumstances. *See e.g.*, *General Motors Corp. v. Lawrence*, 651, S.W.2d 732 (Tex. 1983) (discovery requests concerning fuel filler necks in every vehicle ever made by General Motors were too broad); *Loftin v. Martin*, 776 S.W.2d 145 (Tex. 1989) (A discovery request for ‘all notes, records memoranda, documents and communications made that plaintiff contends support allegations’ was so vague and ambiguous and overbroad as to amount to ‘a request that defendant be allowed to generally peruse all evidence plaintiff might have.’); *Texaco, Inc. v. Sanderson*, 898 S.W.2d 813 (Tex. 1995) (request for all documents written by defendant’s safety director concerning ‘safety, toxicology, and industrial hygiene, epidemiology, fire protection and training’ was too broad.); *Dillard Dept. Stores, Inc. v. Hall*, 909 S.W.2d 491, (Tex. 1995) (document request for every claims file or incident report over a five-year period involving false arrest, civil rights violations, or excessive use of force was too broad.); *K Mart Corp. v. Sanderson*, 937 S.W.2d 429, (Tex. 1996) (request for a description of all criminal conduct occurring at the location during preceding seven years was too broad.); *In Re American Optical Corp.*, 988 S.W.2d 711 (Tex. 1998) (a request for virtually every document which Defendant generated regarding its equipment without tying discovery to the particular products the plaintiffs claimed to

have used or the time periods of such use was considered too broad).

Clearly, the discovery sought in this case goes far and beyond what numerous courts have held is out of bounds. There is no useful purpose to be achieved in ordering such far reaching discovery other than for the purpose of harassment. None of the requests are targeted to achieve any relevant goal. Invariably people have complaints about the way the insurance company for the adverse driver deals with their claims. To the extent that Plaintiffs felt they had a settlement or disagreed with the settlement amount or have any other complaint about how their claim was handled, their remedy is, as it always has been, to sue the tortfeasor, the Allstate insured. The Plaintiffs have sued the Allstate insured in this case. The discovery sought in this case goes far beyond what any reasonable person would expect and should have been denied out of hand. The failure of the trial court to recognize this constitutes an abuse of discretion.

### **C. Other Public Policy Interests Support Mandamus Review**

There are other extremely important public and private interests at stake that set this case apart from others and demonstrate why extraordinary relief is warranted. If allowed to proceed, suits such as this would disrupt the insurer-insured relationship and put insurers in an untenable position of risking liability to third-party plaintiffs as well as to their own insureds. There are some claims you cannot make. No amount of discovery will change the essential threshold issue. Third parties cannot sue insurance companies in Texas. It is not a direct action state. This is not just a legal defense – it is a legal bar.

Mandamus is a flexible remedy that should be pragmatically applied. *Prudential, supra at 136*. Relators submit that this is an exceptional case in which mandamus review is essential in order to preserve important substantive and procedural rights from being impaired and in which appellate guidance would greatly benefit the parties and the courts from wasting significant resources in unfounded litigation. Moreover, the Supreme Court has long recognized that mandamus is available where, a trial court's assertion of jurisdiction, was "with such disregard for guiding principles of law that the harm to the defendant becomes irreparable. *Nat'l Industrial Sand Ass'n v. Gibson* 897 S.W.2d 769 (Tex. 1995).

### **CONCLUSION**

In sum, Plaintiffs' claims are fundamentally untenable based on Texas law. As such, any discovery is completely unreasonable, frivolous and harassing. Moreover, the discovery sought is overly broad and not narrowly tailored to achieve any purpose which would support a viable claim. The trial court clearly abused its discretion when it failed to apply clear law, consider valid objections and deny Plaintiff's Motion to Compel and Allstate has no adequate remedy by appeal.

### **PRAYER FOR RELIEF**

For all the reasons set out above, Relators respectfully request that the Court grant the mandamus petition and direct Judge Cantu to issue an order denying Plaintiffs Motion to Compel or in the alternative and at the very least to reconsider his ruling.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

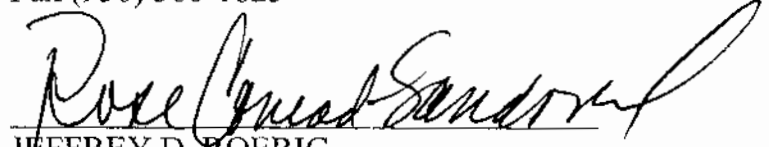
10225 North Tenth St.

McAllen, Texas 78504

Tel. (956) 393-6300

Fax (956) 386-1625

BY:



JEFFREY D. ROERIG

State Bar No. 17161700

ROSEMARY CONRAD-SANDOVAL

State Bar No. 04709300

**ATTORNEYS FOR RELATORS**



**CERTIFICATE OF SERVICE**

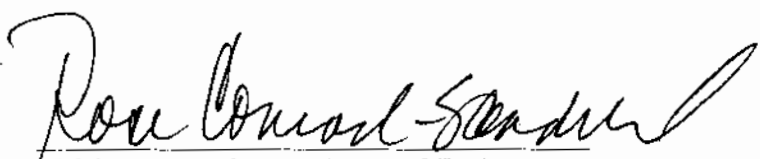
I, the undersigned, hereby certify that on this 6<sup>th</sup> day of October, 2006, a true correct copy of the foregoing has been forwarded to the following counsel of record as follows:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
**TOUCHY & GREEN, L.L.P.**  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
**LAW OFFICE OF ESTHER CORTEZ**  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

Hon. Arnaldo Cantu, Jr., County Court  
Judge, County Court At Law Number 5  
**HIDALGO COUNTY COURTHOUSE**  
100 N. Closner  
Edinburg, Texas 78539  
**VIA CERTIFIED MAIL, RRR**

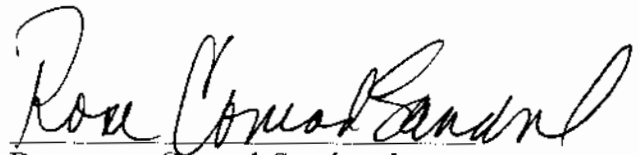
  
**ROSEMARY CONRAD-SANDOVAL**

**VERIFICATION**

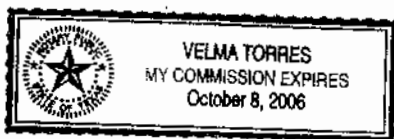
**STATE OF TEXAS**           §  
**HIDALGO COUNTY**       §


Before me, the undersigned notary, on this day personally appeared Rosemary Conrad-Sandoval, a person whose identity is known to me. After I administered an oath to her, upon her oath she said the following:

1. My name is Rosemary Conrad-Sandoval, and I am capable of making this affidavit. The Facts in this verification are within my personal knowledge and are true and correct.
2. I am one of the attorneys for Relators in this matter, I participated in the hearings in the county court below on April 17, 2006 and July 19, 2006, and I have read the foregoing Petition for Writ of Mandamus.
3. The factual matters set forth in the Petition are true and correct based on my personal knowledge of those facts and/or my review of the pleadings and discovery in this case.
4. All the documents included in the Appendix filed with the petition for writ of mandamus are true and copies of documents that support the petition.

  
Rosemary Conrad-Sandoval

Sworn and Subscribed before me by Rosemary Conrad-Sandoval on October 6<sup>th</sup>  
2006.



  
Notary Public in and for  
the State of Texas

My Commission Expires: 10/8/06

No. \_\_\_\_\_

IN RE: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
AND DAVID GONZALEZ,

Relators

---

**APPENDIX TO THE PETITION FOR WRIT OF MANDAMUS**

---

Relators, Allstate County Mutual Insurance Company and David Gonzalez, submit the following documents in support of the petition for writ of mandamus.

LIST OF DOCUMENTS

1. Order Granting Plaintiffs' Motion to Compel Responses to Plaintiffs' Interrogatories, Request for Admission and Request for Production, dated July 19, 2006 ..... Tab A
2. Order on Plaintiffs' Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment, dated July 19, 2006 ..... Tab B
3. The reporter's record from hearing on Motion to Compel Responses to Plaintiffs' Interrogatories, Request for Admission and Request for Production ..... Tab C
4. The reporter's record from hearing on Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment ..... Tab D
5. Plaintiffs' Original Petition and Request for Disclosures, dated December 13, 2005 ..... Tab E
6. Plaintiffs' Supplemental Petition, dated March 17, 2006 ..... Tab F
7. Defendants' Original Answer and Motion to Sever and Abate, dated January 11, 2006 ..... Tab G

8. Defendants' First Amended Answer, dated February 8, 2006 . . . . .	Tab H
9. Plaintiffs' Interrogatories, Request for Admission and Request for Production to Defendants, dated 2006 . . . . .	Tab I
10. Defendant Allstate County Mutual's objections to Request for Production, Request for Interrogatories, Request for Admission, dated February 24 <sup>th</sup> , 2006 . . . . .	Tab J
11. Plaintiffs' Motion to Compel All Defendants to Respond to Plaintiffs' Interrogatories, Request for Admission and Request for Production dated, March 13, 2006 . . . . .	Tab K
12. Defendants Order on Plaintiffs' Motion to Compel, dated April 18, 2006 . . . . .	Tab L
13. Defendants Motion to Dismiss in Response to Plaintiffs' Motion to Compel, dated April 17, 2006 . . . . .	Tab M
14. Defendants' Motion to Dismiss and/or for Summary Judgment, dated May 22, 2006 . . . . .	Tab N
15. Plaintiffs' Response to Defendants' Motion to Dismiss and/or for Summary Judgment, dated June 2, 2006 . . . . .	Tab O
16. Per curiam opinion from the 13 <sup>th</sup> Court of Appeals . . . . .	Tab P
17. Tex. Ins. Code Ann. §541.060, Unfair Settlement Practices. . . . .	Tab Q
18. Tex. R. Civ. P. §51(b) . . . . .	Tab R

# **EXHIBIT A**

CAUSE NO. CL-05-3167-E

FILED  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
JUL 19 2006  
IN THE COUNTY COURT  
EDDY TREVIÑO, COUNTY CLERK  
COUNTY COURT AT LAW NO. \_\_\_\_\_ OF HIDALGO CO.  
BY \_\_\_\_\_ DEPUTY  
AT LAW NO. 5 OF \_\_\_\_\_

JORGE MANLLO KARIM AND :  
TERESITA S. DE MANLLO :  
VS. :  
ALLSTATE COUNTY MUTUAL INSURANCE: :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO :

HIDALGO COUNTY, TEXAS

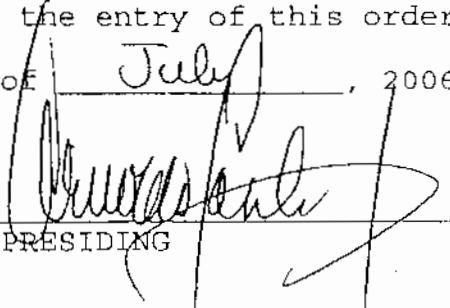
ORDER GRANTING PLAINTIFFS' MOTION TO COMPEL RESPONSES  
TO PLAINTIFFS' INTERROGATORIES, REQUESTS FOR  
ADMISSION AND REQUESTS FOR PRODUCTION

CAME ON FOR CONSIDERATION, Plaintiffs' Motion to Compel all Defendants to Respond to Plaintiffs' Interrogatories, Requests for Admission and Requests for Production, and the Court is of the opinion that said motion is well taken and accordingly;

IT IS THEREFORE ORDERED that Plaintiffs' Motion to Compel Allstate and David Gonzalez to Respond to Plaintiffs' Interrogatories, Requests for Admission and Requests for Production is in all things granted and it is further ordered that the defendant driver shall provide plaintiffs with their statements; and

IT IS FURTHER ORDERED that defendants shall fully comply with this order within thirty (30) days of the entry of this order.

SIGNED FOR ENTRY this 19 day of July, 2006.

  
\_\_\_\_\_  
JUDGE PRESIDING

Copies to:

# **EXHIBIT B**

FILED  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
 JUL 19 2006  
 EDDY TREVIÑO, COUNTY CLERK  
 COUNTY CLERK AT LAW NO. \_\_\_\_\_ OF HIDALGO CO. TEXAS  
 BY \_\_\_\_\_ JUDICIAL DEPUTY

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND :  
 TERESITA S. DE MANLLO :  
 :  
 VS. :  
 :  
 ALLSTATE COUNTY MUTUAL INSURANCE :  
 COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO :

DISTRICT COURT OF

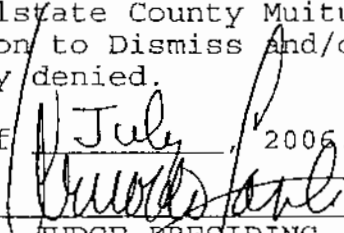
HIDALGO COUNTY, TEXAS

ORDER ON PLAINTIFFS' RESPONSE TO DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY AND DAVID GONZALEZ'S MOTION TO DISMISS AND/OR FOR SUMMARY JUDGMENT

BE IT REMEMBERED that on the date of signing this Order, Jorge Manllo Karim and Teresita S. De Manllo's Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment and Motion for Continuance of Summary Judgment and Dismissal Hearings Until Defendants Answer Discovery, having come to the attention of the Court and the Court being of the opinion that said Motion was well taken finds that Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment should be denied;

IT IS ACCORDINGLY ORDERED that said Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment are and same are hereby denied.

SIGNED FOR ENTRY this the 19<sup>th</sup> day of July, 2006.

  
 JUDGE PRESIDING



# **EXHIBIT C**

1 REPORTER'S RECORD  
 2 VOLUME 1 OF 3 VOLUMES  
 3 TRIAL COURT CAUSE NO. CL-05-3167-E  
 4 JORGE MANLIO KARIM AND ) IN THE COUNTY COURT  
 5 TERESITA S. DE MANLIO )  
 6 VS. ) AT LAW NUMBER 5  
 7 ALLSTATE COUNTY MUTUAL INSURANCE )  
 8 COMPANY, DAVID GONZALEZ, ET AL ) HIDALGO COUNTY, TEXAS  
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 14 \*\*\*\*\*  
 15 MASTER INDEX  
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1 VOLUME 1 ..... MASTER INDEX  
 2 VOLUME 2 ..... HEARING ON  
 3 MOTION TO COMPEL  
 4 VOLUME 3 ..... HEARING ON  
 5 MOTION TO COMPEL  
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1 VOLUME 2  
 2 HEARING ON MOTION TO COMPEL  
 3  
 4 April 17, 2006 Page  
 5 Proceedings..... 4  
 6 Adjourment ..... 20  
 7 Court Reporter's Certificate ..... 21  
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1 VOLUME 3  
 2 HEARING ON MOTION TO COMPEL  
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 4 July 19, 2006 Page  
 5 Proceedings ..... 4  
 6 Adjourment ..... 16  
 7 Court Reporter's Certificate..... 17  
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1 REFORMER'S RECORD  
 2 VOLUME 2 OF 3 VOLUMES  
 3 TRIAL COURT CAUSE NO. CL-05-3167-E  
 4 JORGE MANILLO KARIM AND ) IN THE COUNTY COURT  
 5 TERESITA S. DE MANILLO )  
 6 VS. ) AT LAW NUMBER 5  
 7 ALLSTATE COUNTY MUTUAL INSURANCE )  
 8 COMPANY, DAVID GONZALEZ, ET AL ) HIDALGO COUNTY, TEXAS

14 \*\*\*\*\*  
 15 HEARING ON MOTION TO COMPEL  
 16 \*\*\*\*\*

21 On the 17th day of April, 2006 the following  
 22 proceedings came on to be heard in the above-entitled and  
 23 numbered cause before the Honorable Arnoldo Cantu, Judge  
 24 presiding, held in Edinburg, Texas:  
 25 Proceedings reported by machine shorthand.

1 HEARING ON MOTION TO COMPEL  
 2 April 17, 2006 Page  
 3 Proceedings..... 4  
 4 Adjournment ..... 20  
 5 Court Reporter's Certificate ..... 21  
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1 APPEARANCES

2 MR. WILL HUGHES  
 3 ADAMS & GRAHAM, LLP  
 4 West Tower  
 5 222 E. Van Buren  
 6 Harlingen, Texas 78550  
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 9  
 10 MS. ROSEMARY CONRAD SANDOVAL  
 11 ROERIG, OLIVEIRA & FISHER, LLP  
 12 10225 N. 10th Street  
 13 McAllen, Texas 78504  
 14 Phone: (956) 393-6300  
 15 Attorney for Allstate County Mutual Insurance Company  
 16  
 17 MS. ESTHER CORTEZ  
 18 Law Office of Esther Cortez  
 19 5415 N. McCall, Suite 106  
 20 McAllen, Texas 78504  
 21 Phone: (956) 631-7515  
 22 Attorney for Tae Sun Cho and Sang M. Cho  
 23  
 24  
 25

1 THE COURT: 05-3167, Jorge Manillo Karim and  
 2 Teresita Manillo versus Allstate County Mutual.  
 3 MR. HUGHES: And Ms. Cho, Your Honor. Will  
 4 Hughes here for the Manillos.  
 5 MS. CORTEZ: Esther Cortez for defendant Cho.  
 6 THE COURT: Is it Manillo?  
 7 MR. HUGHES: Manillo. Correct, yes, Your Honor.  
 8 MS. SANDOVAL: Rose Conrad Sandoval for Allstate  
 9 and David Gonzalez.  
 10 MR. HUGHES: And basically, Your Honor, if I  
 11 could proceed.  
 12 THE COURT: Yes, sir.  
 13 MR. HUGHES: We filed a motion to compel  
 14 primarily directed at Allstate and also against Ms. Cho.  
 15 They're the defendants. I represent the plaintiff, Judge.  
 16 Basically if I could provide the court with a copy of just the  
 17 rules of procedure which we all should know, but maybe don't  
 18 know quite as well as we should. There's an extra copy.  
 19 Thumbnail sketch of this case, Your Honor, is this: There's a  
 20 car accident, my client filed suit against Allstate and Ms. Cho  
 21 basically seeking property damages. David Gonzalez was the  
 22 initial adjuster. He's also named. And it's basically a  
 23 contract action, Your Honor. It's not really a personal injury  
 24 claim. There's an intervenor that Mr. Manillo's own insurance  
 25 company paid for all of his medical bills. This really has to

1 do with what was said between Mr. Manllo and Mr. Gonzalez.  
 2 Now, the -- and I guess let me just get right to  
 3 the actual discovery responses, Judge. A little bit of  
 4 background about this matter. Prior to sending -- prior to  
 5 receiving Allstate's discovery answers, we provided them with  
 6 two extensions, Judge, and we provided them out of fairness to  
 7 Allstate with an extension to file responses and objections,  
 8 not just responses, so I didn't have a problem with that,  
 9 Judge.

10 Also prior to this hearing, I provided both  
 11 Allstate's attorneys and Ms. Cho's lawyers with a -- it's a  
 12 document, a request under the rules of procedure for a  
 13 description of withheld materials, sent certified mail to Jeff.  
 14 And we have no description of privileged materials ever -- that  
 15 we've ever received from either sets of defendants, Judge, and  
 16 if I could just briefly go into the -- I guess the specific  
 17 discovery requests and I'll start off with Mr. Gonzalez's  
 18 discovery requests, Your Honor. And I made an extra copy.  
 19 This is just a plain copy for the court if you can dispose  
 20 of --

21 And do you need a copy, Ms. --  
 22 And I'll just kind of go through some of what we  
 23 received, Your Honor. If you look at request for admission  
 24 number one, there's a big objection and there's a denial and  
 25 basically this was sent to the adjuster David Gonzalez who's

1 also a named defendant. It's a breach of contract action,  
 2 Judge. And, you know, just ask him to admit he was the  
 3 adjuster handling the claim. I really don't think there's any  
 4 dispute about that. My client would swear to it. I don't know  
 5 what, you know, opposing counsel's feelings on that is, but,  
 6 you know, Judge, I mean, that should have been admitted. We  
 7 get another objection on number two, admit he had authority to  
 8 resolve the claim. This is a breach of contract action, Judge.  
 9 The argument is that Mr. Manllo spoke to this adjuster. You  
 10 know, I'm just asking him to admit that when you were talking  
 11 to my client he had the authority to settle the claim. We get  
 12 a deny. Please admit -- you know, ask him some questions about  
 13 the insurance policy and the claims handling procedure. Most  
 14 lawyers know this. Most adjusters know this. My basic reason  
 15 is, Your Honor, I just want to, you know, simplify this case.  
 16 It's a claim -- I think Allstate's position was they're willing  
 17 to pay \$9,000 in property damage. My client said that he was  
 18 told by this gentleman here they would pay substantially in  
 19 excess of \$9,000. To him it's a grudge issue, Judge. He feels  
 20 like he was very badly treated by Allstate. Again, it's not a  
 21 big case, but again, I'm just trying to simplify the issues.  
 22 If the court looks at all of these matters, it's the same  
 23 pretty much throughout.

24 This is just by way of example. Here's the  
 25 interrogatories, Judge, to Allstate. We get a general

1 objection and then we -- if you look at the interrogatories, I  
 2 don't believe there's anybody identified as answering them. I  
 3 asked the name and identifying information. If you'll look at  
 4 interrogatory number one of the person answering these, we get  
 5 an objection on the constitutional right of privacy. Every  
 6 defendant is supposed to have someone swear to an interrogatory  
 7 answer and provide basic information. We get the same  
 8 irrelevant, burdensome answer to number two when I asked for,  
 9 you know, the employment history of the person answering those  
 10 questions. On number three, we asked for, please identify who  
 11 Allstate expects to call to testify. I don't anticipate it  
 12 would be a long trial, but we -- you know, that is specifically  
 13 provided for under the Texas rules of procedure. And the court  
 14 knows that and all of us should know that, Judge. Then we ask  
 15 for the educational background, whoever -- of whoever Allstate  
 16 decided they needed to answer these and we get an objection on  
 17 constitutional right of privacy. And this is very important.  
 18 If the court will look at that part of the rules of procedure I  
 19 provided to the court, it's on page 101. It talks about  
 20 hearing and ruling on objections, assertions, privilege. This  
 21 is a second setting on this motion, Judge. If you look at  
 22 interrogatory number -- number five and six and it's pretty  
 23 much throughout, Allstate objects on the basis of the -- of  
 24 trade secret privilege, commercial information. You know,  
 25 unless they're willing to provide the court with an affidavit

1 today or some testimony today on trade secret privileges, you  
 2 know, all those objections should be overruled, Judge. And if  
 3 the court will look at the rules of procedure too, you know, we  
 4 have these new rules of procedure, Your Honor, and I'm not as  
 5 familiar with them as I should be, but they do provide that if  
 6 you are withholding anything on privilege grounds within 15  
 7 days from receiving a request, you're supposed to compile a  
 8 listing of that and give that to the other lawyer, that being  
 9 me. And I haven't seen that. But the new rules of procedure  
 10 say waiver of objection. It says that now under the new rules,  
 11 if an objection is not made within the time required and I'm  
 12 not -- have no beef about that because you granted two  
 13 extensions, but it says that -- or that is obscured by numerous  
 14 unfounded objections it's waived. That's under our new rules,  
 15 Judge.

16 I can just, let's see, go on to Allstate's by  
 17 way of example. And all of these -- all this discovery, Your  
 18 Honor, is attached to our -- our motion to compel. And here is  
 19 a copy of that, Judge, just to look at. And again, all this is  
 20 attached to the -- to the court's -- to the motion and it's on  
 21 file with the court. Please -- we just ask for some simple  
 22 issues, Judge, because it's a -- you know, it's more of a  
 23 commercial case. It's not really a PI case because we're not  
 24 claiming any physical injury damages, although it was a pretty  
 25 severe accident and my client's insurance company paid up

1 without a problem. But anyway, we ask if Allstate's  
 2 responsible for paying property damages because of the  
 3 negligence of its insureds, answer number one, we get the same  
 4 objection and then we get, subject thereto, denied, and for  
 5 number two, request for admission, you know, it's just  
 6 basically trying to, you know, get some simple facts out of the  
 7 way because if we don't see it -- if we don't see it as being a  
 8 large or a, you know, convoluted issue, request for admission  
 9 two, we get a deny. Number three, the same thing. We get the  
 10 same objections and deny pretty much throughout.

11 And we get Mr. Gonzalez's interrogatory answers.  
 12 They're pretty much the same, Judge, and just by way of  
 13 example, I'll provide the court -- and these are just extra  
 14 copies again, Judge, because we've got them on file. This is  
 15 Mr. Gonzalez -- excuse me. Yeah, David Gonzalez, and I don't  
 16 know. Maybe there is a dispute. Maybe it's the wrong David  
 17 Gonzalez, but we do know or at least if -- my client will swear  
 18 and it's in our petition that this David Gonzalez made some  
 19 representations to Mr. Manillo who's a resident of Mexico and he  
 20 does speak English and that -- you know, about the property  
 21 damage part of the claim. And then we ask for his name and  
 22 address and some -- and we get an objection as to his rights of  
 23 privacy. We request again for who he expects to call to  
 24 testify and we get an objection. And we say -- oh, at the  
 25 bottom of answer to interrogatory number two, we get the --

9

1 but, you know, I talked to my client. My client swore to me  
 2 that when he talked to these people at Allstate he was being  
 3 recorded. Now, that's the last part of our request for -- or  
 4 motion to compel. I didn't make an extra copy of this because  
 5 it's pretty big, but, Judge, we sent request for production to  
 6 all the defendants in this case and this is Allstate's and it's  
 7 part of the -- part of the motion to compel, but there's  
 8 nothing attached to it, Judge. I asked for the underlying  
 9 claims file, my client's statements. And there's an issue as  
 10 to what they had reserved as -- insofar as property damages is  
 11 complained and that's directly relevant because in a  
 12 contractual dispute, a breach of oral contract, you know, if I  
 13 record the other person, I think under any rule of procedure  
 14 that other person's entitled to that information. The same  
 15 goes for the notes. If I take notes and I'm trying to settle  
 16 something with an opposing party to a contract or an oral  
 17 contract that the other party's claiming breach of, you know,  
 18 those notes and things are relevant directly to a claim, Your  
 19 Honor, and we didn't get anything.

20 Now, as to Ms. Cho, in their discovery answers  
 21 on numerous occasions, they said we'll produce the witness  
 22 statement, we'll supplement it or whatever, and I have a copy  
 23 of my letter here to Ms. Cho and I haven't seen any witness  
 24 statements. I sure would like my witness statements from my  
 25 client. You know, I'm entitled to that and if we go back to

11

1 this interrogatory is frivolous and harassing and defendant  
 2 Mr. Gonzalez seeks a protective order from the court and that's  
 3 again, you know, something pretty fair, Judge, to ask because  
 4 under our new rules, you know, you can ask for a witness list  
 5 basically.

6 Then we get for interrogatory number -- number  
 7 three about his educational and professional background that  
 8 qualifies him to adjust claims and, you know, I think that's  
 9 pretty pertinent, Your Honor, especially as to Allstate if  
 10 they're having these people out there talking to these injured  
 11 claimants and trying to settle these cases before they get into  
 12 court, you know, I think the quality of the people that  
 13 Allstate hires is somewhat relevant, Judge, and again, none of  
 14 my discovery was designed to be really harassing and I didn't  
 15 mind giving the extension on answering it and, you know, I had  
 16 no problems with that and I'm not here seeking sanctions or  
 17 anything like that, Judge, or attorney's fees time. I think  
 18 I'm just wanting what I'm entitled to under the rules of  
 19 procedure.

20 Interrogatory number five, we get the same  
 21 objections as to trade secret privilege, commercial  
 22 information. It's my understanding that Mr. Gonzalez doesn't  
 23 even work for Allstate anymore.

24 And, Judge, we ask for a lot of information  
 25 about the claims file and this is more directed to Ms. Cho,

1 these procedural rules, Judge, and they've been changed a  
 2 little bit, but if you flip back -- I made extra copies.  
 3 There's -- part of 215 and it says, a party upon -- 215.1, a  
 4 party upon reasonable notice to other parties may apply for an  
 5 order compelling discovery. It says, for purposes of this  
 6 subdivision an evasive or incomplete answer is to be treated as  
 7 a failure to answer, Judge. Judge, I think these are evasive  
 8 and incomplete and really amount to a failure to answer,  
 9 especially the denials of the guy who handled the claim saying,  
 10 no, I deny that I did handle the claim. But it talks about  
 11 specifically -- I don't think I highlighted this, but if you  
 12 look at 215.3, it says, providing person's own statement, you  
 13 know, I think everyone knows that you're entitled to your own  
 14 statement. If you go out and depose a witness, if I do even a  
 15 third-party witness before I depose him, I say out of fairness,  
 16 sir, here is your statement. I think the rules, you know, do  
 17 depose that and I think for purposes of this case the claim's  
 18 file is highly relevant because this is a property damage case,  
 19 Judge, and, you know, I think we're entitled to that and  
 20 Allstate ought to be ordered to produce that. If Ms. Cortez  
 21 has any of my witness statements or any other witness  
 22 statements, I think I ought to be entitled to that, Judge, as  
 23 well.

24 And then there's a -- the last page of that is  
 25 -- it says a failure to comply with rule 198, it says, a party (\*)

1 who's requested an admission under rule 199 may move to  
 2 determine the sufficiency of the answer or objection. You  
 3 know, we're doing that here today, Judge. And it talks about  
 4 for purposes of this subdivision, an evasive or incomplete  
 5 answer may be treated as a failure to answer. You know, I  
 6 think in -- that's exactly what we have here. Now, I'm not  
 7 asking for any deemed admissions as to liability, but I'd just  
 8 like or I'd ask the court to order Allstate to just basically  
 9 respond as they're supposed to, you know. I'm not asking for  
 10 any sanctions to withhold evidence. I'd just like all of this  
 11 discovery that I sent to be answered, Judge. And I've prepared  
 12 a proposed order here that I will submit to the court requiring  
 13 as per the rules require within 30 days of this hearing that  
 14 the defendants, at least as to Ms. Cortez, provide the witness  
 15 statements that she may have or not have and that as to  
 16 Allstate, they have a claims file. I have it from my client  
 17 that they reported him. I've never seen that. I'd ask that  
 18 that claims file be produced because it's very germane to  
 19 whether they lie. After the -- my client talked to the  
 20 insurance adjuster, you know, I get a call and I documented it  
 21 because I don't want to be a witness. I get a call from one of  
 22 the claims people up there. I wrote a letter back and I  
 23 haven't had any verbal communications with them, but I am  
 24 entitled to know what they have in the way of reserves, what  
 25 they evaluated this claim for, all that really goes to whether

13

1 that. I don't have a transcribed statement. It's just a  
 2 recorded statement that he can listen to or copy or whatever.  
 3 I don't have any other stuff that he wants.  
 4 You know, he's admitted that this is a grudge,  
 5 Judge. This is pure harassment on a property damage case. We  
 6 got like a hundred admissions, a hundred requests for  
 7 productions, a hundred -- it's ridiculous, Judge. I mean, it's  
 8 pure harassment.  
 9 You know, I've suggested to him, what can we do  
 10 to just resolve this case and everybody go home. I've even  
 11 suggested binding arbitration with the difference, but they  
 12 wanted to just harass, Judge, and that's what it boils down to.  
 13 You know, I'm trying to find a reasonable way to get this  
 14 resolved, but they're mad, is the bottom line and that's why  
 15 we're here.  
 16 THE COURT: Ms. --  
 17 MR. HUGHES: Can I respond to that, Judge?  
 18 THE COURT: Let me hear Ms. Sandoval also.  
 19 MS. SANDOVAL: Okay. Thank you, Your Honor. We  
 20 filed this response -- first of all, we didn't find out about  
 21 this hearing until 4:30 Thursday afternoon. I understand it  
 22 had been set once before, but you know, the only notice we got  
 23 was Thursday afternoon that it was actually set today and so  
 24 this morning I filed a motion to dismiss in response to the  
 25 motion to compel because, Your Honor, you know, Mr. Hughes is

15

1 or not they lied.

2 In the -- in the request for admission answers I  
 3 ask them to admit, doesn't Allstate do better if they settle  
 4 their claims for less than policy limits? You know, I got  
 5 evasive answers. Are you in the business of making a profit?  
 6 I got evasive answers to that, too. I think it's, you know,  
 7 very relevant because, you know, it goes -- it -- this may not  
 8 be a million dollar case, Judge, but it's very important to my  
 9 client and I think companies like Allstate ought to be held  
 10 accountable and I think they ought to be able -- required like  
 11 any other litigant regardless of size to comply with the rules  
 12 of procedure, Judge. Thank you.

13 THE COURT: Thank you. Ms. Cortez?

14 MS. CORTEZ: I represent the Chos. They're the  
 15 individual with whom they were involved in the accident, Judge.  
 16 And this is a property damage case and there was -- there's a  
 17 dispute as to the amount of damage that was sustained by the  
 18 vehicle and basically that's what happened. There was a  
 19 disagreement between the adjuster and the plaintiff about the  
 20 amount of the estimate. I don't even have an estimate from  
 21 either side. I came in late on this. I don't even have any of  
 22 the materials that he wants except for the recorded statement,  
 23 which I told him in my response which I'm allowed to do, I told  
 24 him it will be made available for inspection and copy, you can  
 25 come down and get it whenever you want. I'm allowed to do

14

1 sitting here saying this is a simple case, but yet he sends --  
 2 he sues Allstate and an insurance adjuster over a property  
 3 damage dispute because the adjuster and Mr. Manillo apparently  
 4 had some dispute about what should be paid on the property  
 5 damage claim, and he sues Allstate. He's not an insured of  
 6 Allstate and he sues the adjuster, okay? In his lawsuit, he's  
 7 claiming all kinds of things, breach of contract. There's no  
 8 contract between Allstate and this person. He's not a  
 9 first-party insured. He's a thirty-party claimant with a  
 10 dispute about his property damage. And in the motion to  
 11 dismiss in response to the motion to compel, what we're saying  
 12 and we put in all these objections, okay, is that basically  
 13 that, you know, he's complaining about settlement practices,  
 14 he's complaining about settlement procedures, he's complaining  
 15 about the way they went about settling this case. Even in his  
 16 lawsuit that's what he's claiming. He says in here in his --  
 17 in his petition that he files with the court that they did not  
 18 attempt to settle this claim in good faith in order to  
 19 influence settlement of bodily injury claims. Claims for  
 20 unfair settlement practices are not available to third-party  
 21 claimants. That is what Mr. Manillo is. And I think the court  
 22 is familiar with the statute and these are the things that he  
 23 requests throughout his request for production, his  
 24 interrogatories, his request for admissions. Things that have  
 25 to do with the settlement practices, things that have to do

16 [\*]

1 with their procedures, those types of things. I'm sure the  
 2 court is familiar with the Unfair Settlement Claim Practices  
 3 Act. That specifically says this is not available to  
 4 third-party claimants. Not only does the statute say it's not  
 5 available to third-party claimants, the Supreme Court says it's  
 6 not available to third-party claimants. And I think you'll see  
 7 it, Judge, at paragraph 3 at the bottom there. It says  
 8 subsection A does not provide a cause of action to third  
 9 parties asserting one or more claims against an insured covered  
 10 under a liability policy. And the Supreme Court of Texas has  
 11 also said you cannot pursue these types of claims. So I'm  
 12 sorry if Mr. Hughes wants to get a bunch of discovery from  
 13 Allstate concerning their settlement practices. But the reason  
 14 that we have objected is because we do not feel that these are  
 15 valid or supportable causes of action. We put that in our  
 16 response to the interrogatories. That was our general  
 17 objection. They have known from the beginning that that is our  
 18 position concerning this claim.

19 150 requests for all kinds of stuff having to do  
 20 with settlements and all this stuff is just going to cause  
 21 irreparable harm to the insurance company to have to go into  
 22 this type of discovery on this type of claim when they're not  
 23 entitled to sue Allstate or David Gonzalez for these types of  
 24 claims to begin with. And so that's why we're objecting to  
 25 proceeding with this type of discovery. He has sued the

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1 insured, the person who was involved in the automobile  
 2 accident. If there's some sort of dispute between the adjuster  
 3 and him about the value of the claim, so be it. Your recourse,  
 4 file a lawsuit. It happens every day. Oh, we'll offer you X  
 5 to settle this, no, I wanted Y. Well, I'm sorry, that's all  
 6 I'm going to offer. What do you do? You sue the person you're  
 7 involved in the accident with. That's how it works. You don't  
 8 sue the insurance company. The Supreme Court, the statute says  
 9 that you can't do that. That's what our problem is with this  
 10 case, Your Honor, and that's why we have taken the position  
 11 that we have.

12 With regard to the admissions, we've denied  
 13 them. We are entitled to deny them. If he doesn't like the  
 14 answers, so be it, but, I mean, the situation here is he is  
 15 trying to pursue causes of action which he is not legally  
 16 entitled to and that is why we're objecting and that is why we  
 17 did not answer the discovery the way that Mr. Hughes wants us  
 18 to answer and we're not -- we don't have to.

19 MR. HUGHES: Can I --

20 THE COURT: Thank you.

21 MR. HUGHES: -- make just a brief rejoinder?

22 Well, Judge, you know, and excuse my informality, Your Honor,  
 23 but the fact is Allstate may not like to be a party defendant.  
 24 They may like to jack around third parties with no legal  
 25 training. They may say we can do anything we want to with

18

1 impunity because the Supreme Court for some insurance code  
 2 provisions does not allow for direct action, but, you know,  
 3 it's still the law in Texas, Judge, and I looked this up before  
 4 I filed this petition. If I go to someone over there and I  
 5 say, I'll offer you this, we can take care of all this, you  
 6 know, I caused you injury or even if I pay for somebody else, I  
 7 mean, that's a lot of what my discovery goes to, Judge, that  
 8 was not answered, totally denied, the law in Texas is still, if  
 9 you breach an oral contract, you can be held accountable in  
 10 court. That's why we have courts. Insurance companies may not  
 11 like that, but it's still the law in Texas, Judge.

12 And as I started off, I told the court what this  
 13 claim is about. Whether it's a grudge or not a grudge, I mean,  
 14 the court hears family law cases all the time. Family law  
 15 litigants just like insurance company litigants ought to be  
 16 held accountable. The rules of procedure don't exempt Allstate  
 17 or any of these other big insurance companies. You know, Your  
 18 Honor, they treat everybody the same. This is a court of  
 19 justice and equity. All we're asking is that they -- one, they  
 20 never proved any privileges; two, they made these global  
 21 objections; three, you know, all we're asking is that the court  
 22 enforce the rules of procedure as to Allstate. Now, I don't  
 23 think that's too much to ask, Judge. I haven't -- I've not  
 24 heard anything except that Allstate doesn't like answering  
 25 maybe 35 interrogatories directed to Allstate or probably about

19

1 the same to Ms. Cortez. I don't think we sent a hundred to  
 2 each of them. There's very basic, simple premises before this  
 3 lawsuit was filed. I discussed it with my clients. I said  
 4 it's a property damage case and they felt wronged. Now, I  
 5 think it would be very good for Allstate and some of these  
 6 other companies to treat people with little education,  
 7 non-Americans coming over here into Hidalgo County, I think it  
 8 would be very good if the court and maybe -- maybe some of  
 9 these companies took notice that some of these things are  
 10 actionable. Maybe it will change some behavior, but, you know,  
 11 insofar as Allstate not liking this cause of action or a breach  
 12 an oral contract suit, I don't think that really has anything  
 13 to do with this discovery motion, Judge. You know, I'd ask the  
 14 court to rule in the plaintiff's favor and I have a proposed  
 15 order I'd like to submit to the court if the court decides to  
 16 take it under advisement.

17 THE COURT: I'd like to see proposed orders from  
 18 each of you and let me have you approach.

19 (Discussion off the record)

20 THE COURT: Thank you, counsel.

21 (Proceedings concluded)

20

1 THE STATE OF TEXAS )

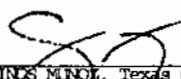
2 COUNTY OF HIDALGO )

3 I, Amy Hinds Munoz, Official Court Reporter in  
4 and for the County Court at Law Number 5 of Hidalgo County,  
5 State of Texas, do hereby certify that the above and foregoing  
6 contains a true and correct transcription of all portions of  
7 evidence and other proceedings requested in writing by counsel  
8 for the parties to be included in this volume of the Reporter's  
9 Record, in the above-styled and numbered cause, all of which  
10 occurred in open court or in chambers and were reported by me.

11 I further certify that this Reporter's Record of  
12 the proceedings truly and correctly reflects the exhibits, if  
13 any, admitted by the respective parties.

14 WITNESS MY OFFICIAL HAND this the 7th day of September, 2006.

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AMY HINDS MUNOZ, Texas CSR 6068  
Expiration Date: 12/31/07  
Official Court Reporter,  
County Court at Law Number 5  
Hidalgo County, Texas  
100 North Clossner  
Edinburg, Texas 78539  
(956) 318-2460



# **EXHIBIT D**

1 REPORTER'S RECORD  
 2 VOLUME 3 OF 3 VOLUMES  
 3 TRIAL COURT CAUSE NO. CL-05-3167-E  
 4 JORGE MANILLO KARIM AND } IN THE COUNTY COURT  
 5 TERESITA S. DE MANILLO }  
 6 VS. } AT LAW NUMBER 5  
 7 }  
 8 ALLSTATE COUNTY MUTUAL INSURANCE }  
 9 COMPANY, DAVID GONZALEZ, ET AL } HIDALGO COUNTY, TEXAS  
 10  
 11  
 12  
 13  
 14  
 15 \*\*\*\*\*  
 16 HEARING ON MOTION TO COMPEL  
 17 \*\*\*\*\*  
 18  
 19  
 20  
 21 On the 19th day of July, 2006 the following  
 22 proceedings came on to be heard in the above-entitled and  
 23 numbered cause before the Honorable Arnoldo Cantu, Judge  
 24 presiding, held in Edinburg, Texas:  
 25 Proceedings reported by machine shorthand.

1 HEARING ON MOTION TO COMPEL  
 2 July 19, 2006 Page  
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 5 Adjournment ..... 16  
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 7 Court Reporter's Certificate ..... 17  
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1 APPEARANCES  
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 8 Attorney for Jorge Manillo Karim and Teresita S. De Manillo  
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1 PROCEEDINGS  
 2 THE COURT: Yes, sir. Yes, sir. CL-05-3167,  
 3 Karim versus Allstate.  
 4 MR. HUGHES: Will Hughes here for Karim, Your  
 5 Honor, and I saw Ms. Conrad Sandoval, Your Honor. She was  
 6 here. I'll go -- if the court would recall her --  
 7 THE COURT: Let me recall.  
 8 MR. HUGHES: -- I'll try to locate her.  
 9 (Other matters heard before the Court)  
 10 THE COURT: Mr. Hughes, let me recall  
 11 CL-05-3167.  
 12 MR. HUGHES: Yes, Your Honor.  
 13 THE COURT: I just saw opposing counsel, Ms.  
 14 Rosemary Conrad Sandoval, step out.  
 15 Albert, see if Ms. Rosemary Conrad Sandoval is  
 16 outside.  
 17 THE BAILIFF: (Complying).  
 18 THE COURT: Ms. Sandoval, I just called  
 19 CL-05-3167, Jorge and Teresita Karim versus Allstate.  
 20 MR. HUGHES: Will Hughes --  
 21 MS. CONRAD SANDOVAL: Yes, Your Honor.  
 22 MR. HUGHES: -- Your Honor, here for the  
 23 defendant. We filed a response and had that set for a hearing  
 24 today to a motion for summary judgment and a motion to dismiss  
 25 from Allstate, and I -- from the docket sheet, it appears

1 the -- that Allstate's motion is set for hearing, also. I'm  
2 not sure.

3 MS. CONRAD SANDOVAL: I wasn't aware of that,  
4 Judge. Apparently we've been having trouble getting orders.  
5 In fact, I was just talking to your court coordinator about  
6 another order on a different case, but -- they're sending it to  
7 our old address, which is why I'm not -- I didn't even get  
8 notice of this hearing until he sent me a fax yesterday, I  
9 believe, about it, so --

10 MR. HUGHES: We sent it to -- or yesterday or  
11 the day before to the old address, also.

12 MS. CONRAD SANDOVAL: Okay. So apparently  
13 there's a problem with regard to addresses and such, Your  
14 Honor.

15 MR. HUGHES: Your Honor --

16 MS. CONRAD SANDOVAL: In any event --

17 MR. HUGHES: -- I guess insofar as Allstate's  
18 relief is concerned, we would ask that their dismissal and  
19 motion for summary judgment be denied, and we have filed  
20 some -- and I filed an affidavit and some authorities in our  
21 response.

22 In the alternative, we would ask that the motion  
23 to dismiss be denied because -- for the reasons set forth in  
24 our motion, and I'd like to proceed to argue that, also, Judge.  
25 And I'm not sure if I should give Allstate the opportunity

5

1 Allstate, we're asking that they be dismissed.

2 MR. HUGHES: Judge, if I could respond. First,  
3 Your Honor, I'd point out to the court that we were here  
4 about -- oh, some months back on a motion to compel discovery  
5 responses against Allstate, and that's still pending for  
6 hearing before the court.

7 This is Exhibit A, Your Honor, to our response  
8 to the plaintiffs' motion for summary judgment and motion to  
9 dismiss, and basically I attached some of the same things we  
10 raised in our motion to compel discovery. I've -- I wrote a  
11 letter to the counsel for Allstate. Also being sued is David  
12 Gonzalez. Not mentioned is the fact that we basically brought  
13 this up to the court last time, Your Honor, on the motion to  
14 compel that is pending before the court, but what we brought up  
15 to the court was that David Gonzalez is also being sued. He's  
16 the agent, and it's basically a suit about whether or not he  
17 lied to my client.

18 Allstate seems to -- and we also sued -- in  
19 addition to making a fraud claim and some other claims which  
20 was not brought out in the motion for summary judgment  
21 argument, Your Honor, but we, you know, made a claim that my  
22 client was basically lied to. Insurance companies in the state  
23 may have an attitude where they can lie to people, but they  
24 don't have to provide them with information, they can do  
25 whatever they want. I don't think that's the law in Texas.

7

1 since they filed the motion for the summary judgment to proceed  
2 first.

3 MS. CONRAD SANDOVAL: Well, Your Honor,  
4 basically it's an issue of do these people have standing to sue  
5 Allstate Insurance Company. They're a third-party claimant. I  
6 mean, this is a fundamental legal issue that comes first and  
7 foremost in this case. Do the plaintiffs have standing to sue  
8 Allstate? They are third-party claimants making complaints, to  
9 my understanding, about some settlement negotiations that fell  
10 through between the plaintiffs and the insurance adjuster who  
11 was handling the claim on behalf of the Chos.

12 The Chos are codefendants in this case. They  
13 are represented, and the fact of the matter is that, you know,  
14 we have asserted this fact, that they are third-party  
15 claimants. The Supreme Court of the State of Texas says that  
16 third-party claimants do not have standing to sue insurance  
17 companies in Texas. The legislature has promulgated statutes  
18 that say that third-party claimants don't have standing to  
19 pursue these types of claims. I think we've previously  
20 provided the court with copies of those statutes.

21 There's a wealth of case law to the same effect,  
22 Judge, and so basically that is the position. It's a simple  
23 legal position that third-party claimants are not entitled to  
24 sue insurance companies in Texas. Their remedy, which they're  
25 taking advantage, is to sue the Chos, but their claims as to

6

1 There is a Supreme Court case that says you  
2 don't have a direct action against an insurance company under a  
3 provision of the Insurance Code. There is case law to that  
4 effect, and I acknowledge that, Judge. And that's only one  
5 facet of the Insurance Code, but if the court will look at  
6 Exhibit A, I got a call from the -- I got a call from counsel  
7 for Allstate. They didn't get the discovery responses. I sent  
8 them to them. They were served with the petition. I gave the  
9 insurance company on February 2nd an extension for 30 days or  
10 whatever. I always do that, Judge. You know, it's a common  
11 courtesy.

12 Then on February 17th I gave the insurance  
13 company and David Gonzalez an extension to answer discovery  
14 again. Still don't get any answers. Judge, then I file -- I  
15 send to them a request under Rule of Civil Procedure 192.3,  
16 asking for a description of withheld material, kind of similar  
17 to what we used to call a privilege law before the rules got  
18 amended. I get no response to that, Judge.

19 Then we file a motion to compel, and I've  
20 brought the discovery answers here. If the court will note on  
21 the summary judgment motion, I don't think there's an affidavit  
22 because apparently no one can swear to interrogatory answers  
23 for Allstate or Mr. Gonzalez, nor do they like answering  
24 discovery as to like what did you talk about with my client. I  
25 still -- I think now -- two weeks from now, Judge, when counsel

8

1 for the driver comes back from vacation, I'm finally going to  
2 have the opportunity to get my client's statement. You know, I  
3 brought that up to the court last time on the pending motion to  
4 compel.

5 Now, Allstate may not like getting sued. They  
6 may not feel they have to answer any discovery. They can  
7 object to it as all being confidential and proprietary, but,  
8 Judge, I think this is a court of justice and equity and we --  
9 I talked about Rule 215 at my last hearing before the court,  
10 bringing up the fact that I need these answers to discovery.  
11 What's transpired in this case is counsel for the driver -- and  
12 I may be getting a tag team, Judge, and that's not a problem --  
13 has suggested mediation, and I'm not opposed to that. I'm not  
14 opposed to a settlement offer. I'll turn it over to my  
15 clients, but before I go mediate, I need some information. I'm  
16 entitled to that under the rules of procedure. It's been  
17 months now.

18 After the motion to compel, I get this -- the  
19 motion to dismiss and/or for a summary judgment. Judge, in our  
20 response to the motion for summary judgment and dismiss, I  
21 cited this case, and basically, Your Honor, what they're trying  
22 to dismiss me out on, Your Honor, is what's -- under the --  
23 it's -- they're trying -- they filed it like a federal -- the  
24 federal equivalent of a 12(b) motion to dismiss for failure to  
25 state the claim. They don't like being sued. Now, that's all

9

1 motion to dismiss because the motion was the functional  
2 equivalent of a general demurrer -- I'm not quite sure how to  
3 pronounce that -- which is prohibited by the rules of -- Texas  
4 Rules of Civil Procedure.

5 I don't think a summary dismissal of this case  
6 is appropriate under any circumstance, Your Honor. You know,  
7 it's kind of humorous and ironic that I'm not facing a no  
8 evidence motion to dismiss, but I think that would be somewhat  
9 hard, to file a no evidence motion to dismiss, since I had to  
10 file a motion to compel. I've given two extensions to answer  
11 discovery. I think anyone might have difficulty coming to this  
12 court urging such a motion because the prerequisite is an,  
13 quote, adequate time for discovery. I'm happy to mediate, and  
14 I've told Ms. Conrad Sandoval, Make me an offer, I'll transmit  
15 it to my clients, but I can't really go to my clients and say,  
16 Well, we're going to mediate, guys, and I -- by the way, I  
17 really know nothing about the case, so -- and I have no  
18 responses to discovery. I think it's a valid claim. I  
19 wouldn't have filed it on behalf of my client unless -- against  
20 Allstate unless they felt they were severely wrong, which they  
21 do, Your Honor.

22 And so I'd reurge to the court -- and I have a  
23 proposed order to that effect -- that the court would grant my  
24 motion to compel discovery against Allstate and David Gonzalez,  
25 and I would ask that the court dismiss -- excuse me, Your

11

1 well and good, but the court is obligated to -- I would --  
2 urged to make them comply with the rules of procedure.

3 Judge, you can't -- there's no such thing as a  
4 motion to dismiss for failure to state a claim in Texas. If  
5 the court looks at this rule, this court case here, they say  
6 basically that. In this case a county employee was sued. They  
7 basically kick them out of their job, and the county answered  
8 and said what they were trying to do in that case, just like  
9 what Allstate is trying to do in this case, because they don't  
10 like being sued and they don't like answering discovery and  
11 maybe they want to get me to mediate before I really know  
12 anything. Where there's smoke, there's fire. It's sort of a  
13 position where they don't have my client's statement. They  
14 don't answer discovery. They object to everything. Now I'm  
15 going to go mediate? I think I'm entitled to some thing --  
16 rudimentary things and maybe the deposition of Allstate's  
17 representative, because I allege they properly failed to  
18 supervise this guy right. They let him get off the line. It's  
19 my understanding he doesn't work for Allstate, Your Honor.  
20 That may be true, maybe not. I don't know. He didn't answer  
21 any discovery.

22 But at least this opinion, this appellate court  
23 case from the 14th District out of Houston, said, We find  
24 dispositive of the case the county -- the fact the county  
25 alleges that the court made a mistake in granting a pretrial

10

1 Honor, deny the motion to dismiss and summary judgment or in  
2 the alternative, as to the motion for summary judgment only,  
3 continue that until such time as I get some evidence, Your  
4 Honor. And that's really the basis of my argument, and I do  
5 have some proposed motions to present to the court, Your  
6 Honor.

7 THE COURT: Proposed motions or orders?

8 MR. HUGHES: Orders. I'm sorry.

9 THE COURT: Ms. Sandoval?

10 MS. CONRAD SANDOVAL: Judge, I mean, just  
11 briefly. The fact of the matter is before you can even get to  
12 can we have discovery, can we send 150 requests for production  
13 and all this stuff, all this harassment against an insurance  
14 company, you have to decide whether they can even bring these  
15 types of claims. He says, Oh, I'm not bringing claims under  
16 the Insurance Code. Most of the stuff that he cites in this --  
17 in this petition that he's filed quote the language of the  
18 statute. You did not fairly and reasonably and equitably  
19 settle my claim once liability had been reasonably clear. You  
20 attempted to influence one portion of the settlement by making  
21 a settlement under another -- let me see, I think I have it  
22 here -- that we improperly influenced one portion of this claim  
23 by trying to settle the other part.

24 Those types of claims are trapped in the statute  
25 that we are saying says specifically you cannot sue as a

12 [\*]

1 third-party claimant insurance companies in Texas. Your  
 2 remedies are to sue the Chos. He's got the Chos in the case.  
 3 Any discovery that he wants concerning these claims, these  
 4 egregious claims about a property damage dispute, he can get  
 5 from the Chos. I mean, he filed this lawsuit. He must know  
 6 what his case is about.

7 We have, to my understanding, made overtures to  
 8 Mr. Hughes to move forward with mediation and see if this case  
 9 can't be resolved and get it off the court's docket, and  
 10 apparently -- I don't -- I don't know what the problem is, why  
 11 that gets stalled out. I mean, the fact of the matter is that  
 12 no amount of discovery is going to change the fact that

13 third-party claimants can't make these types of claims, and  
 14 he's sent me voluminous -- hundreds of requests for discovery  
 15 concerning things that he has no standing to sue Allstate for.

16 And so those -- for those reasons, we're asking  
 17 that the case be dismissed, the motion to compel be denied,  
 18 and, you know, we still remain, you know, willing to be ordered  
 19 to go to mediation if that's would it would take. But, I mean,  
 20 that's -- what we want to do is get this case off the court's  
 21 docket and off our docket.

22 MR. HUGHES: Your Honor, all I would like is and  
 23 I urge that the court order Allstate and David Gonzalez to do  
 24 is respond to discovery requests. And I'm entitled to take a  
 25 deposition, and I will be happy to mediate once I have complete

1 issue and that's why we've objected to everything, because  
 2 that's the threshold issue. You've got to get beyond that  
 3 before you can start going and delving into things about what  
 4 are your settlement policies and procedures, etcetera,  
 5 etcetera. I mean, that's the primary issue here. You can't go  
 6 forward unless that determination is made.

7 MR. HUGHES: Your Honor, just -- and I'll tip my  
 8 hat a little bit because I haven't -- here we go. But, Your  
 9 Honor, Allstate -- and I have a certified copy of an order of a  
 10 Beaumont court. You know, what they did was they entered into  
 11 a class action settlement where they lied to people when they  
 12 settled property damage claims. Now, those were first party  
 13 claims. I have a judgment with Allstate in it from a district  
 14 court in Beaumont. That's Orange County, I believe.

15 Now, I think a lot of that information that I'm  
 16 asking for is relevant to this, quote, misrepresentation, lie  
 17 claim, breach of oral contract claim. And they haven't asked  
 18 for that and I do have a copy of it, and if they would send me  
 19 a request, even though I haven't gotten my client's statement  
 20 or any response, I'll send them a copy of it. But I do think  
 21 there's some fuel or potential combustible information there,  
 22 and I think there might be a reason I'm getting such a harsh  
 23 response when I ask for basic information, Judge.

24 THE COURT: And, Mr. Hughes, you've got proposed  
 25 orders?

1 responses to discovery.

2 Judge, the part of the petition she was citing  
 3 refers to an Insurance Code regulation. I don't believe that  
 4 was addressed in any of the Supreme Court cases Ms. Conrad  
 5 Sandoval keeps referring to. Basically, Judge, again, it comes  
 6 down to a company, whether they can with impunity put people  
 7 out there that misrepresent things -- that's our allegation --  
 8 and get away with it.

9 THE COURT: And this was Mr. Gonzalez making the  
 10 representation?

11 MR. HUGHES: The adjuster, yes, Your Honor. And  
 12 it's -- again, Your Honor --

13 THE COURT: And he was making those  
 14 representations to your client?

15 MR. HUGHES: Yes. That's my client's  
 16 contention, Judge. He said he was talked to, lied to, and,  
 17 again, I don't know. I don't have the conversation or the  
 18 recording of my client. I asked generally and ALL -- I asked  
 19 Allstate to describe their communications with my client, not  
 20 the Chos, not the driver, and they objected. They said it was  
 21 frivolous to ask for that information.

22 MS. CONRAD SANDOVAL: Because our primary theory  
 23 is -- our primary thesis here is that third parties can't make  
 24 these claims. Supreme Court says it. Statutes say it. Case  
 25 law says it. Everybody says it, and that's the preliminary

1 MR. HUGHES: Excuse me, Your Honor?

2 THE COURT: You've got proposed orders?

3 MR. HUGHES: Yes, Your Honor.

4 THE COURT: Might I see them?

5 MR. HUGHES: Your Honor, and I'll provide copies  
 6 to the plaintiff's counsel. Excuse me. I'm usually on the  
 7 defense side. Defense counsel.

8 THE COURT: Court is going to grant Mr. Hughes'  
 9 motion to compel, deny the summary judgment and deny the motion  
 10 to dismiss at this time. Counsel, anything further?

11 MR. HUGHES: No, Your Honor. May I please be  
 12 excused?

13 MS. CONRAD SANDOVAL: I need copies of the  
 14 order.

15 THE COURT: Mr. Delgado, make the entry and let  
 16 Ms. Sandoval carry those down to the clerk so that she can get  
 17 copies.

18 THE BAILIFF: Okay, Judge.

19 (Proceedings concluded)

20

21

22

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25

1 THE STATE OF TEXAS )  
2 COUNTY OF HIDALGO )

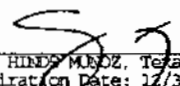
3 I, Amy Hinds Munoz, Official Court Reporter in  
4 and for the County Court at Law Number 5 of Hidalgo County,  
5 State of Texas, do hereby certify that the above and foregoing  
6 contains a true and correct transcription of all portions of  
7 evidence and other proceedings requested in writing by counsel  
8 for the parties to be included in this volume of the Reporter's  
9 Record, in the above-styled and numbered cause, all of which  
10 occurred in open court or in chambers and were reported by me.

11 I further certify that this Reporter's Record of  
12 the proceedings truly and correctly reflects the exhibits, if  
13 any, admitted by the respective parties.

14 I further certify that the total cost for the  
15 preparation of this Reporter's Record is \$246.50 and was paid  
16 by the law office of Ms. Rosemary Conrad Sandoval.

17 WITNESS MY OFFICIAL HAND this the 7th day of September, 2006.

18  
19  
20  
21  
22  
23  
24  
25

  
AMY HINDS MUNOZ, Texas CSR 6068  
Expiration Date: 12/31/07  
Official Court Reporter,  
County Court at Law Number 5  
Hidalgo County, Texas  
100 North Closner  
Edinburg, Texas 78539  
(956) 318-2460

# **EXHIBIT E**

CAUSE NO.

DS-3167-E

FILED	
AT _____	O'CLOCK _____ M.
DEC 13 2005	
IN THE COUNTY COURT	
COUNTY CLERK _____ OF HIDALGO CO.	
HIDALGO COUNTY TEXAS	

JORGE MANLLO KARIM AND :  
 TERESITA S. DE MANLLO :  
 VS. :  
 ALLSTATE COUNTY MUTUAL INSURANCE :  
 COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO :

AT LAW NO. S OF

HIDALGO COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION  
AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, plaintiffs Jorge Manllo Karim and Teresita S. De Manllo, complaining of Allstate County Mutual Insurance Company, David Gonzalez and Tae Sun Cho a/k/a Sang M. Cho hereinafter referred to as defendants, and for cause of action would respectfully show unto the Court as follows:

I.

Discovery Control Plan

Plaintiffs intend to conduct discovery pursuant to Level 3 of rule 190.1 of the Texas Rules of Civil Procedure. Damages sought are within the minimal jurisdictional limits of this honorable Court.

II.

Parties

Plaintiffs Jorge Manllo Karim and Teresita S. de Manllo were domicilaries of Garza Garcia, Nuevo Leon, Mexico, and on February



6, 2004, the date of the motor vehicle collision made the basis of this lawsuit, were legally residing in Hidalgo County, Texas.

Defendant Allstate County Mutual Insurance Company is an insurance company providing property and casualty insurance and is authorized to do business in the State of Texas and is registered with the Texas Department of Insurance and may be served with process by certified mail, return receipt requested at C.T. Corporation System, 350 North St. Paul Street, Dallas, TX 75201.

Defendant David Gonzalez is a natural person employed as an insurance adjuster by Allstate who works in Bexar County, Texas, and is a resident of Texas. Mr. David Gonzalez may be served with process by certified mail, return receipt requested at 227 North Loop, 1604 East Suite 200, San Antonio, TX 78232.

Defendant Tae Sun Cho a/k/a Sang M. Cho is a natural person who may be served with process by certified mail at 7405 N. 1<sup>st</sup> Street, McAllen, TX 78501.

Venue is proper in Hidalgo County as the accident made the basis of suit occurred in Hidalgo County, Texas.

### III.

#### Facts

Plaintiff Jorge Manllo Karim was involved in an accident with the vehicle driven by Tae Sun Cho a/k/a Sang M. Cho. Mr. Manllo was in his vehicle with his family when Allstate County Mutual Insurance Company's insured, a 20 year-old student, negligently caused a very severe accident. A copy of the police report is

attached and incorporated herein by reference for all purposes as Exhibit A, pursuant to rule 59 of the Texas Rules of Civil Procedure. See Tex. R. Civ. P. 59.

The factors found by the investigating officer to cause the accident were Ms. Cho's looking down and to the right and then looking back up ahead to traffic when she struck unit 2 with sufficient force to deploy the air bag in her Bavarian Motor Works (BMW) vehicle. The factors contributing to the accident were the Allstate insured's inattention and failure to control speed. The liability of Ms. Cho is reasonably clear based on the police report as well as the accident facts. The accident caused damages for which Ms. Cho, and derivatively Allstate, are liable.

Allstate's employee David Gonzalez was the first adjuster assigned to the claim. In the course of attempting to negotiate a resolution of this matter with Mr. Manllo, David Gonzalez represented that he was an adjuster for Allstate County Mutual Insurance Company who had appropriate training, licensure, and met all legal requirements and was authorized to and represented that he had actual authority to work with plaintiff Jorge Manllo Karim to resolve the property and personal injury damage portion of this claim. David Gonzalez offered to pay Mr. Manllo in excess of \$13,500.00 for vehicle damages plus towing expense and other associated expenses and Allstate reneged on David Gonzalez' property damage settlement offer.

IV.

Vicarious Liability

Allstate is liable for the conduct of David Gonzalez as Mr. Gonzalez's employer on the basis of respondeat superior. At all times pertinent hereto David Gonzalez was acting as the actual and ostensible agent of Allstate and acting as the agent of Allstate's insured. Allstate clothed David Gonzalez with actual or apparent authority to act on Allstate's behalf. Plaintiffs aver that David Gonzalez was acting as Allstate's vice principal, that Allstate authorized or ratified David Gonzalez's conduct, or in the alternative, maliciously hired an unfit agent, or acted with malice through a vice principal. Allstate through its agent either falsely promised to settle the property damage claim for the aforesaid amount or is in breach of contract for not honoring its agents' representations.

V.

Negligence of Allstate's Insured

On the occasion in question, Allstate's insured was negligent to include negligence for one or more of the following particulars:

1. Failing to keep a proper lookout.
2. Driving at a greater rate of speed than was safe under the circumstance presented.
3. Failing to apply her brakes to avoid the collision in question.
4. Failing to timely apply her brakes to avoid the collision in question.

5. Failing to control the speed of her vehicle involved in the collision in question.
6. Failing to take proper evasive action to avoid the collision in question.
7. Failing, when following another vehicle, to maintain an assured clear distance between the vehicles so that, considering the speed of the vehicles, traffic, and the conditions of the highway, the operator can safely stop without colliding with the preceding vehicle or veering into another vehicle, objects, or person on or near the highway in violation of Section 545.062 of the Texas Transportation Code so as to constitute negligence per se.

## VI.

### Legal Background

Plaintiffs sue defendants for breach of contract and for common law fraud, or negligent misrepresentation and unfair claims settlement practices and negligence in causing the damages in this case. Plaintiffs bring this action against Allstate for failing to properly supervise, monitor and enforce reasonable standards of conduct for its insurance adjusters. Allstate is vicariously liable for the acts of its insurance agents, servants, employees and representatives who it clothed with actual or apparent authority to settle the claims on behalf of its insurers. Plaintiffs contend that defendants jointly or singularly misrepresented pertinent facts or policy provisions relating to coverages and failed to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claim submitted when liability became reasonably clear. Plaintiffs contend Allstate and

its agents, servants and employees did not attempt to settle in good faith the property damage claims in order to influence settlement under the bodily injury portions of the Cho policy. The above acts and omissions, jointly and singularly entitle Jorge Manllo Karim and his wife to monetary damages for which recovery is sought. By virtue of this proceeding, plaintiffs were forced to retain counsel to prosecute their claims and a timely demand for attorneys' fees was made on Allstate for which plaintiffs are entitled to recover to include additional attorneys' fees of \$8,500.00 in the event of an appeal to the 13<sup>th</sup> Court of Appeals as well as \$10,500.00 in the event of an appeal to the Texas Supreme Court.

## VII.

### Damages

The negligence of Ms. Cho, Allstate's insured, proximately caused plaintiffs' direct and consequential damages. Allstate's insured damaged the plaintiffs' vehicle and caused them to incur the loss of its use and diminution in value as well as consequential damages for property damages. Plaintiffs are entitled to and seek punitive and exemplary damages for the conduct of the defendant insurer and its agents as well as costs, attorneys' fees under the Civil Practice & Remedies Code and the Texas Insurance Code, and for pre and post-judgment interest, and such other and further sums of money such as the law allows. Request is made for all reasonable and necessary attorneys' fees

incurred on behalf of plaintiffs including all fees necessary in the event of an appeal of the cause to the Court of Appeals and the Texas Supreme Court.

VIII.

Jury Trial

Plaintiffs request a trial by a jury in the event defendants timely answer and appear herein.

IX.

Conditions Precedent

All necessary conditions precedent have occurred.

X.

Requests for Disclosure

Pursuant to the Rules of Procedure plaintiffs serve Requests for Disclosure on defendants.

WHEREFORE, PREMISES CONSIDERED, plaintiffs request that defendants be cited to appear and answer and that on final trial, plaintiffs have:

1. Judgment against defendants for a sum within the jurisdictional limits of the Court.
2. Prejudgment interest as provided by law.
3. Attorneys' fees as well as additional attorney fees of \$8,500.00 in the event of an appeal to the 13<sup>th</sup> Court of Appeals and \$10,500.00 in the event of an appeal to the Texas supreme Court.
4. Post-judgment interest as provided by law from the date of the judgment until paid.

5. Cost of suit.
6. Such other and further relief to which plaintiffs may be justly entitled.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By: 

WILL HUGHES

State Bar No. 10240100  
ATTORNEYS FOR PLAINTIFFS  
JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

FEB 09 PM 11

CCS-300202-4

PLACE WHERE ACCIDENT OCCURRED Hidalgo

COUNTY Hidalgo CITY OR TOWN McAllen

IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN \_\_\_\_\_ MILES NORTH  SOUTH  EAST  WEST  OF \_\_\_\_\_ CITY OR TOWN \_\_\_\_\_

LOC. 04-5985

DO NOT WRITE IN THIS SPACE

DPS NO \_\_\_\_\_

LOC. \_\_\_\_\_

CODE \_\_\_\_\_

SEVERITY \_\_\_\_\_

FAT. REC. \_\_\_\_\_

DR. REC. \_\_\_\_\_

ROAD ON WHICH ACCIDENT OCCURRED 500 N. 10th St. SH 336

BLOCK NUMBER 66 STREET OR ROAD NAME 66 ROUTE NUMBER OR STREET CODE 1000 W. Ebony Ave.

INTERSECTING STREET OR RR X'ING NUMBER \_\_\_\_\_

CONSTR. ZONE  YES  NO SPEED LIMIT 30

CONSTR. ZONE  YES  NO SPEED LIMIT \_\_\_\_\_

NOT AT INTERSECTION  FT.  MI.  N  S  E  W OF \_\_\_\_\_

SHOW MILEPOST OR NEAREST INTERSECTING NUMBERED HIGHWAY. IF NONE, SHOW NEAREST INTERSECTING STREET OR REFERENCE POINT.

DATE OF ACCIDENT 02-06-04 20 04 DAY OF WEEK Friday HOUR 4:11  A.M.  P.M. IF EXACTLY NOON OR MIDNIGHT, SO STATE

UNIT NO. 1- MOTOR VEHICLE VEHICLE IDENT. NO. WBAEV 534X2KM18556 IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY \_\_\_\_\_

YEAR 2002 COLOR & MAKE White BMW MODEL NAME 330i BODY STYLE 4DR LICENSE PLATE 2001 TX P702NH

DRIVER'S NAME CHO, Sang M 7405 N. 1st McAllen, TX PHONE NUMBER 681-2753

DRIVER'S LICENSE TX 18309763 C DOB 08 28 83 RACE W SEX F OCCUPATION Student

SPECIMEN TAKEN (ALCOHOL/DRUG ANALYSIS) 1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED  ALCOHOL/DRUG ANALYSIS RESULT \_\_\_\_\_

PEACE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY?  YES  NO

LESSEE/OWNER  Same as driver. NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) \_\_\_\_\_ ADDRESS (STREET, CITY, STATE, ZIP) \_\_\_\_\_

LIABILITY INSURANCE  YES  NO Allstate Ins. INSURANCE COMPANY NAME 929 591 038 03/17 POLICY NUMBER VEHICLE DAMAGED RATING 12FD2

UNIT NO. 3- MOTOR VEHICLE  TRAIN  PEDAL CYCLIST  TOWED  PEDESTRIAN  OTHER  VEHICLE IDENT. NO. 1J4G24851Y0299797 IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY \_\_\_\_\_

YEAR 2000 COLOR & MAKE White Jeep MODEL NAME Grand Cherokee BODY STYLE SUV LICENSE PLATE 2004 TX J082FD

DRIVER'S NAME Bernal Jose De Jesus 301 N. 9th St. McAllen, TX PHONE NUMBER 936 631-4261

DRIVER'S LICENSE TX 0649 8837 A DOB 12 25 44 RACE H SEX M OCCUPATION Entrepreneur

SPECIMEN TAKEN (ALCOHOL/DRUG ANALYSIS) 1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED  ALCOHOL/DRUG ANALYSIS RESULT \_\_\_\_\_

PEACE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY?  YES  NO

LESSEE/OWNER  Same as driver. NAME (ALWAYS SHOW LESSEE IF LEASED, OTHERWISE SHOW OWNER) \_\_\_\_\_ ADDRESS (STREET, CITY, STATE, ZIP) \_\_\_\_\_

LIABILITY INSURANCE  YES  NO MidCentury INSURANCE COMPANY NAME 02224 9252 POLICY NUMBER VEHICLE DAMAGED RATING 6BD2

DAMAGE TO PROPERTY OTHER THAN VEHICLES

OBJECT \_\_\_\_\_ NAME AND ADDRESS (STREET, CITY, STATE, ZIP) OF OWNER \_\_\_\_\_ FEET FROM CURB \_\_\_\_\_ DAMAGE ESTIMATE \$ \_\_\_\_\_

LIGHT CONDITION <u>1</u>	WEATHER <u>- 1</u>	SURFACE CONDITION <u>1</u>	TYPE ROAD SURFACE <u>1</u>	DESCRIBE ROAD CONDITIONS (INVESTIGATOR'S OPINION)
1- DAYLIGHT 2- DAWN 3- DARK-NOT-LIGHTED 4- DARK-LIGHTED 5- DUSK	1-CLEAR/CLOUDY 2-RAINING 3-SNOWING 4-FOG 5-BLOWING DUST	5-SMOKE 7-SLEETING 8-HIGH WINDS 3-OTHER	1-DRY 2-WET 3-MUDDY 4-SNOW/ICY 5-OTHER	1-BLACKTOP 2-CONCRETE 3-GRAVEL 4-SHELL 5-DIRT 6-OTHER

IN YOUR OPINION, DID THIS ACCIDENT RESULT IN AT LEAST \$1,000.00 DAMAGE TO ANY ONE PERSON'S PROPERTY?  YES  NO

CHARGES FILED

NAME _____	CHARGE _____	CITATION _____
NAME _____	CHARGE _____	EXHIBIT <u>A</u>

TIME NOTIFIED OF ACCIDENT 02-06-04 DATE 12 P HOUR Dispatched M HOW

TIME ARRIVED AT SCENE OF ACCIDENT 02-06-04 DATE 9:16 P HOUR

TYPED OR PRINTED NAME OF INVESTIGATOR J. Guiz DATE REPORT MADE 02-06-04 IS REPORT COMPLETE  YES  NO



SOLICITATION (SOL)	EJECTED	CODE FOR TYPE RESTRAINT USED	AIRBAG CODE	HELMET USE	CODE FOR INJURY SEVERITY	ALCOHOL/DRUG ANALYSIS (COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE)
INDICATES PERSON'S DESIRE TO RECEIVE CONTACT FROM PERSONS WHOSE PROFESSIONAL EMPLOYMENT AS FOR AT ATTORNEY, CHiropractor, PHYSICIAN, SURGEON, PRIVATE INVESTIGATOR, OR ANY OTHER PERSON REGISTERED OR LICENSED BY A HEALTH CARE REGULATORY AGENCY. *O.K. TO SOLICIT N=NO SOLICITATION	A-NOT APPLICABLE Y-YES N-NO P-PARTIALLY U-UNKNOWN	A-SEATBELT & SHOULDER STRAP B-SEATBELT & NO SHOULDER STRAP C-CHILD RESTRAINT E-SHOULDER STRAP ONLY N-NONE	Y-DEPLOYED N-NO DEPLOYMENT U-UNKNOWN IF DEPLOYED	1-WORN-DAMAGED 2-WORN-NOT DAMAGED 3-WORN-UNK IF DAMAGED 4-NOT WORN N-UNKNOWN IF WORN	K-KILLED A-INCAPACITATING INJURY B-NON INCAPACITATING C-POSSIBLE INJURY N-NOT INJURED	1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED

NO. 1  
 TOWED DUE TO DAMAGE:  YES  NO  
 VEHICLE REMOVED TO: Carter Wrecker  
 BY: 5001 N. Cage Rd. Pharr, TX

INJURY	SOL	EJECTED	TYPE RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
DRIVER	N	N	A	Y	U	20	F	B

NO. 2 (COMPLETE ONLY IF UNIT NO. 2 WAS A MOTOR VEHICLE)  
 TOWED DUE TO DAMAGE:  YES  NO  
 VEHICLE REMOVED TO: Driven off  
 BY: Driver

INJURY	SOL	EJECTED	TYPE RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
DRIVER	N	N	A	N	N	19	M	B

COMPLETE THIS SECTION IF CASUALTIES NOT IN MOTOR VEHICLE

PEDESTRIAN, BICYCLIST, ETC.	CASUALTY NAME (LAST NAME FIRST)	CASUALTY ADDRESS (STREET, CITY, STATE, ZIP)	SOL	TYPE SPECIMEN TAKEN	RESULT	HELMET	AGE	SEX	INJURY CODE

DISPOSITION OF KILLED AND/OR INJURED

NUMBER	TAKEN TO	BY	TIME NOTIFIED	TIME ARRIVED AT SCENE	NO. ATTENDANTS INCLUDING DRIVER
1	Rio Grande Regional Hospital	Medicare	611	1614	2

COMPLETE THIS SECTION IF PERSON KILLED

ITEM NUMBER	DATE OF DEATH	TIME OF DEATH	ITEM NUMBER	DATE OF DEATH	TIME OF DEATH	ITEM NUMBER	DATE OF DEATH	TIME OF DEATH

INVESTIGATOR'S NARRATIVE OPINION OF WHAT HAPPENED (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Unit 1 stated that she was traveling northbound on the inside lane 500 N. 10th St. Unit 2 stated that she looked down and to the right and looked back up ahead to traffic when she struck unit 2 and her airbag deployed. Unit 2 stated that he was also traveling northbound at the 500 Blk N. 10th St. on the inside lane.

DIAGRAM  ONE WAY  TWO WAY  DIVIDED

○ INDICATE NORTH

*See Attachment 7*

FACTORS AND CONDITIONS LISTED ARE THE INVESTIGATOR'S OPINION

FACTORS/CONDITIONS CONTRIBUTING	OTHER FACTORS/CONDITIONS MAY OR MAY NOT HAVE CONTRIBUTED
UNIT 1: 1, 22, 2, 3	UNIT 1: 1, 20, 2
UNIT 2: 1, 2, 3	UNIT 2: 1, 2

TRAFFIC CONTROL

0-NO CONTROL OR INOPERATIVE  
 1-OFFICER OR FLAGMAN  
 2-STOP AND GO SIGNAL  
 3-STOP SIGN  
 4-FLASHING RED LIGHT

5-TURN MARKS  
 6-WARNING SIGNS  
 7-RR GATES OR SIGNALS  
 8-YIELD SIGN  
 9-CENTER STRIPE OR DIVIDER

10-NO PASSING ZONE  
 11-OTHER CONTROL

- 1. ANIMAL ON ROAD - DOMESTIC
- 2. ANIMAL ON ROAD - WILD
- 3. BACKED WITHOUT SAFETY
- 4. CHANGED LANE WHEN UNSAFE
- 5. DEFECTIVE OR NO HEADLAMPS
- 6. DEFECTIVE OR NO STOP LAMPS
- 7. DEFECTIVE OR NO TAIL LAMPS
- 8. DEFECTIVE OR NO TURN SIGNAL LAMPS
- 9. DEFECTIVE OR NO TRAILER BRAKES
- 10. DEFECTIVE OR NO VEHICLE BRAKES
- 11. DEFECTIVE STEERING MECHANISM
- 12. DEFECTIVE OR SLICK TIRES
- 13. DEFECTIVE TRAILER HITCH
- 14. DISABLED IN TRAFFIC LANE
- 15. DISREGARD STOP AND GO SIGNAL
- 16. DISREGARD STOP SIGN OR LIGHT
- 17. DISTRACTION IN VEHICLE
- 18. DRIVER INATTENTION
- 19. DROVE WITHOUT HEADLIGHTS
- 20. FAILED TO CONTROL SPEED
- 21. FAILED TO DRIVE IN SINGLE LANE
- 22. FAILED TO GIVE HALF ON ROADWAY
- 23. FAILED TO HEED WARNING SIGN
- 24. FAILED TO PASS TO LEFT SAFELY
- 25. FAILED TO PASS TO RIGHT SAFELY
- 26. FAILED TO SIGNAL OR GAVE WRONG SIGNAL
- 27. FAILED TO STOP AT PROPER PLACE
- 28. FAILED TO STOP FOR SCHOOL BUS
- 29. FAILED TO STOP FOR TRAIN
- 30. FAILED TO YIELD ROW - EMERGENCY VEHICLE
- 31. FAILED TO YIELD ROW - OPEN INTERSECTION
- 32. FAILED TO YIELD ROW - PRIVATE DRIVE
- 33. FAILED TO YIELD ROW - TURNING LEFT
- 34. FAILED TO YIELD ROW - TURN ON RED
- 35. FAILED TO YIELD ROW - YIELD SIGN
- 36. FATIGUED OR ASLEEP
- 37. FAULTY EVASIVE ACTION
- 38. FIRE IN VEHICLE
- 39. FLEEING OR EVADING POLICE
- 40. FOLLOWED TOO CLOSELY
- 41. HAD BEEN DRINKING
- 42. HANDICAPPED DRIVER (EXPLAIN IN NARRATIVE)
- 43. ILL (EXPLAIN IN NARRATIVE)
- 44. IMPAIRED VISIBILITY (EXPLAIN IN NARRATIVE)
- 45. IMPROPER START FROM PARKED POSITION
- 46. LOAD NOT SECURED
- 47. OPENED DOOR INTO TRAFFIC LANE
- 48. OVERSIZE VEHICLE OR LOAD
- 49. PARKED WITHOUT LIGHTS
- 50. PASSED IN NO PASSING ZONE
- 51. PASSED ON RIGHT SHOULDER
- 52. PEDESTRIAN FAILED TO YIELD ROW TO VEHICLE
- 53. SPEEDING - UNSAFE (UNDER LIMIT)
- 54. SPEEDING - OVER LIMIT
- 55. TAKING MEDICATION (EXPLAIN IN NARRATIVE)
- 56. TURNED IMPROPERLY - CUT CORNER ON LEFT
- 57. TURNED IMPROPERLY - WIDE RIGHT
- 58. TURNED IMPROPERLY - WRONG LANE
- 59. TURNED WHEN UNSAFE
- 60. UNDER INFLUENCE - ALCOHOL
- 61. UNDER INFLUENCE - DRUG
- 62. WRONG SIDE - APPROACH OR IN INTERSECTION
- 63. WRONG SIDE - NOT PASSING
- 64. WRONG WAY - ONE WAY ROAD
- 65. DRIVER INATTENTION (CELL/MOBILE PHONE USE)
- 66. ROAD RAGE

PLACE WHERE ACCIDENT OCCURRED Hidalgo

COUNTY Hidalgo CITY OR TOWN McAllen

IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE DISTANCE FROM NEAREST TOWN \_\_\_\_\_ MILES NORTH S E W OF \_\_\_\_\_ CITY OR TOWN \_\_\_\_\_

LOC. 04-5985

DO NOT WRITE IN THIS SPACE

DPS NO. \_\_\_\_\_

LOC. \_\_\_\_\_

CODE \_\_\_\_\_

SEVERITY \_\_\_\_\_

FAT. REC. \_\_\_\_\_

DR. REC. \_\_\_\_\_

ROAD ON WHICH ACCIDENT OCCURRED 500 N. 10th St. SH336

BLOCK NUMBER \_\_\_\_\_ STREET OR ROAD NAME \_\_\_\_\_ ROUTE NUMBER OR STREET CODE \_\_\_\_\_

CONSTR. ZONE  YES  NO SPEED LIMIT 30

INTERSECTING STREET OR RR X'ING NUMBER \_\_\_\_\_

CONSTR. ZONE  YES  NO SPEED LIMIT \_\_\_\_\_

NOT AT INTERSECTION 66  FT.  MI. N S E W OF 1000 W. Ebony Ave.

SHOW MILEPOST OR NEAREST INTERSECTING NUMBERED HIGHWAY. IF NONE, SHOW NEAREST INTERSECTING STREET OR REFERENCE POINT.

DATE OF ACCIDENT 02-06 20 04 DAY OF WEEK Friday HOUR 4:11

A.M. IF EXACTLY NOON OR  P.M. MIDNIGHT, SO STATE

UNIT NO. 1 - MOTOR VEHICLE

VEHICLE IDENT. NO. \_\_\_\_\_

IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY \_\_\_\_\_

YEAR 2003 COLOR & MAKE White Honda MODEL NAME Accord BODY STYLE 4DR. HT

LICENSE PLATE 04 N.L. RUD 8946

DRIVER'S NAME MANILLO JORGE YAAIM ARACILMEDES IZAY RECIDENCIAL GARZA GARCIA N.L. JR.

DRIVER'S LICENSE N.L. (M) 1733534 CHORA DOB 03 13 61 RACE W SEX M OCCUPATION BUSINESSMAN

SPECIMEN TAKEN (ALCOHOL/DRUG ANALYSIS) 1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED  ALCOHOL/DRUG ANALYSIS RESULT \_\_\_\_\_

PEACE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY?  YES  NO

LIABILITY INSURANCE  YES  NO INSURANCE COMPANY NAME NATIONAL Unity POLICY NUMBER FGG 201905 VEHICLE DAMAGE RATING 6BD-1

UNIT NO. 2 -  MOTOR VEHICLE  TRAIN  PEDALCYCLIST  TOWED  PEDESTRIAN  OTHER \_\_\_\_\_

VEHICLE IDENT. NO. 3HGCM665X36001553

IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY \_\_\_\_\_

YEAR 2003 COLOR White & MAKE Honda MODEL NAME Accord BODY STYLE 4DR. HT

LICENSE PLATE 04 N.L. RUD 8946

DRIVER'S NAME MANILLO JORGE YAAIM ARACILMEDES IZAY RECIDENCIAL GARZA GARCIA N.L. JR.

DRIVER'S LICENSE N.L. (M) 1733534 CHORA DOB 03 13 61 RACE W SEX M OCCUPATION BUSINESSMAN

SPECIMEN TAKEN (ALCOHOL/DRUG ANALYSIS) 1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED  ALCOHOL/DRUG ANALYSIS RESULT \_\_\_\_\_

PEACE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY?  YES  NO

LIABILITY INSURANCE  YES  NO INSURANCE COMPANY NAME NATIONAL Unity POLICY NUMBER FGG 201905 VEHICLE DAMAGE RATING 6BD-1

DAMAGE TO PROPERTY OTHER THAN VEHICLES

OBJECT \_\_\_\_\_ NAME AND ADDRESS (STREET, CITY, STATE, ZIP) OF OWNER \_\_\_\_\_ FEET FROM CURB \_\_\_\_\_ \$ \_\_\_\_\_ DAMAGE ESTIMATE \_\_\_\_\_

LIGHT CONDITION <input type="checkbox"/> 1-DAYLIGHT 2-DAWN 3-DARK-NOT LIGHTED 4-DARK-LIGHTED 5-DUSK	WEATHER <input type="checkbox"/> 1-CLEAR/CLOUDY 2-RAINING 3-SNOWING 4-FOG 5-BLOWING DUST 6-SMOKE 7-SLEETING 8-HIGH WINDS 9-OTHER	SURFACE CONDITION <input type="checkbox"/> 1-DRY 2-WET 3-MUDDY 4-SNOWY/ICY 5-OTHER	TYPE ROAD SURFACE <input type="checkbox"/> 1-BLACKTOP 2-CONCRETE 3-GRAVEL 4-SHELL 5-DIRT 6-OTHER	DESCRIBE ROAD CONDITIONS (INVESTIGATOR'S OPINION) _____
--	---	---	--	---

IN YOUR OPINION, DID THIS ACCIDENT RESULT IN AT LEAST \$1,000.00 DAMAGE TO ANY ONE PERSON'S PROPERTY?  YES  NO

CHARGES FILED

NAME _____	CHARGE _____	CITATION NUMBER _____
NAME _____	CHARGE _____	CITATION NUMBER _____

TIME NOTIFIED OF ACCIDENT \_\_\_\_\_ M HOW \_\_\_\_\_ TIME ARRIVED AT SCENE OF ACCIDENT \_\_\_\_\_ M

TYPED OR PRINTED NAME OF INVESTIGATOR \_\_\_\_\_ DATE REPORT MADE \_\_\_\_\_ IS REPORT COMPLETE  YES  NO

SIGNATURE OF INVESTIGATOR \_\_\_\_\_ ID NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_ DIST/AREA \_\_\_\_\_

SOLICITATION (SOL)	EJECT	CODE FOR TYPE RESTRAINT USED	AIRBAG CODE	HELMET USE	CODE FOR INJURY SEVERITY	ALCOHOL/DRUG ANALYSIS (COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE)
INDICATES PERSON'S DESIRE TO RECEIVE CONTACT FROM PERSONS SEEKING PROFESSIONAL EMPLOYMENT AS/FOR AN ATTORNEY, CHIROPRACTOR, PHYSICIAN, SURGEON, PRIVATE INVESTIGATOR, OR ANY OTHER PERSON REGISTERED OR LICENSED BY A HEALTH CARE REGULATORY AGENCY. Y-O.K. TO SOLICIT N-NO SOLICITATION	A-NOT APPLICABLE Y-YES N-NO P-PARTIALLY U-UNKNOWN	A-SEATBELT & SHOULDER STRAP B-SEATBELT & HC SHOULDER STRAP C-CHILD RESTRAINT D-SHOULDER STRAP ONLY H-NONE	Y-DEPLOYED N-NO DEPLOYMENT U-UNKNOWN IF DEPLOYED	1-WORN-DAMAGED 2-WORN-NOT DAMAGED 3-WORN-UNK IF DAMAGED 4-NOT WORN 5-UNKNOWN IF WORN	K-KILLED A-INCAPACITATING INJURY B-NON INCAPACITATING C-POSSIBLE INJURY N-NOT INJURED	1-BREATH 2-BLOOD 3-OTHER 4-NONE 5-REFUSED

UNIT NO. 1  
 DAMAGE RATING:  YES  NO  
 TOWED DUE TO DAMAGE:  YES  NO  
 VEHICLE REMOVED TO: \_\_\_\_\_ BY: \_\_\_\_\_

OCUPANT'S POSITION	COMPLETE ALL DATA ON ALL OCCUPANTS' NAMES, POSITIONS, RESTRAINTS USED, ETC.; HOWEVER, IT IS NOT NECESSARY TO SHOW ADDRESSES UNLESS KILLED OR INJURED	SOL	EJECTED	TYPE RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
DRIVER	SEE FRONT								

UNIT NO. 2 (COMPLETE ONLY IF UNIT NO. 2 WAS A MOTOR VEHICLE)  
 DAMAGE RATING: 6B  
 TOWED DUE TO DAMAGE:  YES  NO  
 VEHICLE REMOVED TO: 610 W DEANMONT MEADOWS TR  
 BY: MEADLEN HEAVY EQUIPMENT

OCUPANT'S POSITION	COMPLETE ALL DATA ON ALL OCCUPANTS' NAMES, POSITIONS, RESTRAINTS USED, ETC.; HOWEVER, IT IS NOT NECESSARY TO SHOW ADDRESSES UNLESS KILLED OR INJURED	SOL	EJECTED	TYPE RESTRAINT USED	AIRBAG	HELMET	AGE	SEX	INJURY CODE
DRIVER	SEE FRONT								
RF	MANILLO TERESITA	N	N	A	N	-	42	M	C
LR	MANILLO JORGE JR.	N	N	A	N	-	40	M	N
RC	MANILLO MARIA F.	N	N	B	-	-	7	F	N
RR	DAIDE CYNTHIA	N	N	A	-	-	8	F	C

COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE

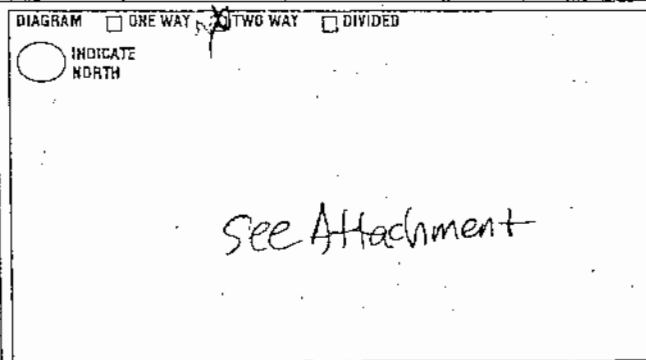
PEDALS, PEDALCYCLES, ETC.	CASUALTY NAME (LAST NAME FIRST)	CASUALTY ADDRESS (STREET, CITY, STATE, ZIP)	SOL	TYPE SPECIMEN TAKEN	RESULT	HELMET	AGE	SEX	INJURY CODE

DISPOSITION OF KILLED AND/OR INJURED			IF AMBULANCE USED, SHOW		
ITEM NUMBERS	TAKEN TO		TIME NOTIFIED	TIME ARRIVED AT SCENE	NO. ATTENDANTS INCLUDING DRIVER
6-10	Refused Transportation	medicare	1411	1415	2

COMPLETE THIS SECTION IF PERSON KILLED

ITEM NUMBER	DATE OF DEATH	TIME OF DEATH	ITEM NUMBER	DATE OF DEATH	TIME OF DEATH	ITEM NUMBER	DATE OF DEATH	TIME OF DEATH

INVESTIGATOR'S NARRATIVE OPINION OF WHAT HAPPENED (ATTACH ADDITIONAL SHEETS IF NECESSARY)



FACTORS AND CONDITIONS LISTED ARE THE INVESTIGATOR'S OPINION				OTHER FACTORS/CONDITIONS MAY OR MAY NOT HAVE CONTRIBUTED				TRAFFIC CONTROL			
UNIT 1	1	2	3	UNIT 1	1	2	3	0-NO CONTROL OR INOPERATIVE	5-TURN MARKS	10-NO PASSING ZONE	11-OTHER CONTROL
								1-OFFICER OR FLAGMAN	6-WARNING SIGN		
								2-STOP AND GO SIGNAL	7-RR GATES OR SIGNALS		
								3-STOP SIGN	8-YIELD SIGN		
								4-FLASHING RED LIGHT	9-CENTER STRIPE OR DIVIDER		

1. ANIMAL ON ROAD - DOMESTIC	19. DISTRACTION IN VEHICLE	37. FAILED TO YIELD ROW - TURNING LEFT	56. PARKED WITHOUT LIGHTS
2. ANIMAL ON ROAD - WILD	20. DRIVER INATTENTION	38. FAILED TO YIELD ROW - TURN ON RED	57. PASSED IN NO PASSING ZONE
3. BACKED WITHOUT SAFETY	21. DROVE WITHOUT HEADLIGHTS	39. FAILED TO YIELD ROW - YIELD SIGN	58. PASSED ON RIGHT SHOULDER
4. CHANGED LANE WHEN UNSAFE	22. FAILED TO CONTROL SPEED	40. FATIGUED OR ASLEEP	59. PEDESTRIAN FAILED TO YIELD ROW TO VEHICLE
5. DEFECTIVE OR NO HEADLAMPS	23. FAILED TO DRIVE IN SINGLE LANE	41. FAULTY EVASIVE ACTION	60. SPEEDING - UNSAFE (UNDER LIMIT)
6. DEFECTIVE OR NO STOP LAMPS	24. FAILED TO GIVE HALF OF ROADWAY	42. FIRE IN VEHICLE	61. SPEEDING - OVER LIMIT
7. DEFECTIVE OR NO TAIL LAMPS	25. FAILED TO REED WARNING SIGN	43. FLEEING OR EVADING POLICE	62. TAKING MEDICATION (EXPLAIN IN NARRATIVE)
8. DEFECTIVE OR NO TURN SIGNAL LAMPS	26. FAILED TO PASS TO LEFT SAFELY	44. FOLLOWED TOO CLOSELY	63. TURNED IMPROPERLY - CUT CORNER ON LEFT
9. DEFECTIVE OR NO TRAILER BRAKES	27. FAILED TO PASS TO RIGHT SAFELY	45. HAD BEEN DRINKING	64. TURNED IMPROPERLY - WIDE RIGHT
10. DEFECTIVE OR NO VEHICLE BRAKES	28. FAILED TO SIGNAL OR GAVE WRONG SIGNAL	46. HANDICAPPED DRIVER (EXPLAIN IN NARRATIVE)	65. TURNED IMPROPERLY - WRONG LANE
11. DEFECTIVE STEERING MECHANISM	29. FAILED TO STOP AT PROPER PLACE	47. ILL (EXPLAIN IN NARRATIVE)	66. TURNED WHEN UNSAFE
12. DEFECTIVE OR SUCK TIRES	30. FAILED TO STOP FOR SCHOOL BUS	48. IMPROPER START FROM PARKED POSITION	67. UNDER INFLUENCE - ALCOHOL
13. DEFECTIVE TRAILER HITCH	31. FAILED TO STOP FOR TRAIN	49. OVERSIZED VEHICLE OR LOAD	68. UNDER INFLUENCE - DRUG
14. DISABLED IN TRAFFIC LANE	32. FAILED TO YIELD ROW - EMERGENCY VEHICLE	50. LOAD NOT SECURED	69. WRONG SIDE - APPROACH OR IN INTERSECTION
15. OREGON STOP AND GO SIGNAL	33. FAILED TO YIELD ROW - OPEN INTERSECTION	51. OPENED DOOR INTO TRAFFIC LANE	70. WRONG SIDE - NOT PASSING
16. DISREGARD STOP SIGN OR LIGHT	34. FAILED TO YIELD ROW - PRIVATE DRIVE	52. OVERTAKE AND PASS INSUFFICIENT CLEARANCE	71. WRONG WAY - ONE WAY ROAD
17. DISREGARD TURN MARKS AT INTERSECTION	35. FAILED TO YIELD ROW - STOP SIGN	53. OVERTAKE AND PASS INSUFFICIENT CLEARANCE	72. DRIVER INATTENTION - (CELL/MOBILE PHONE USE)
		54. PARKED AND FAILED TO SET BRAKES	73. ROAD RAGE
			74. OTHER FACTOR (WRITE ON LINE BELOW)

McAllen Police Department  
**ACCIDENT DIAGRAM**

Case Number & Time

04-5985

Location 500N. 10th St.

Case Officer I. Cruz

I.D.# 4531

All Measurements Are Approximate And Not To Scale

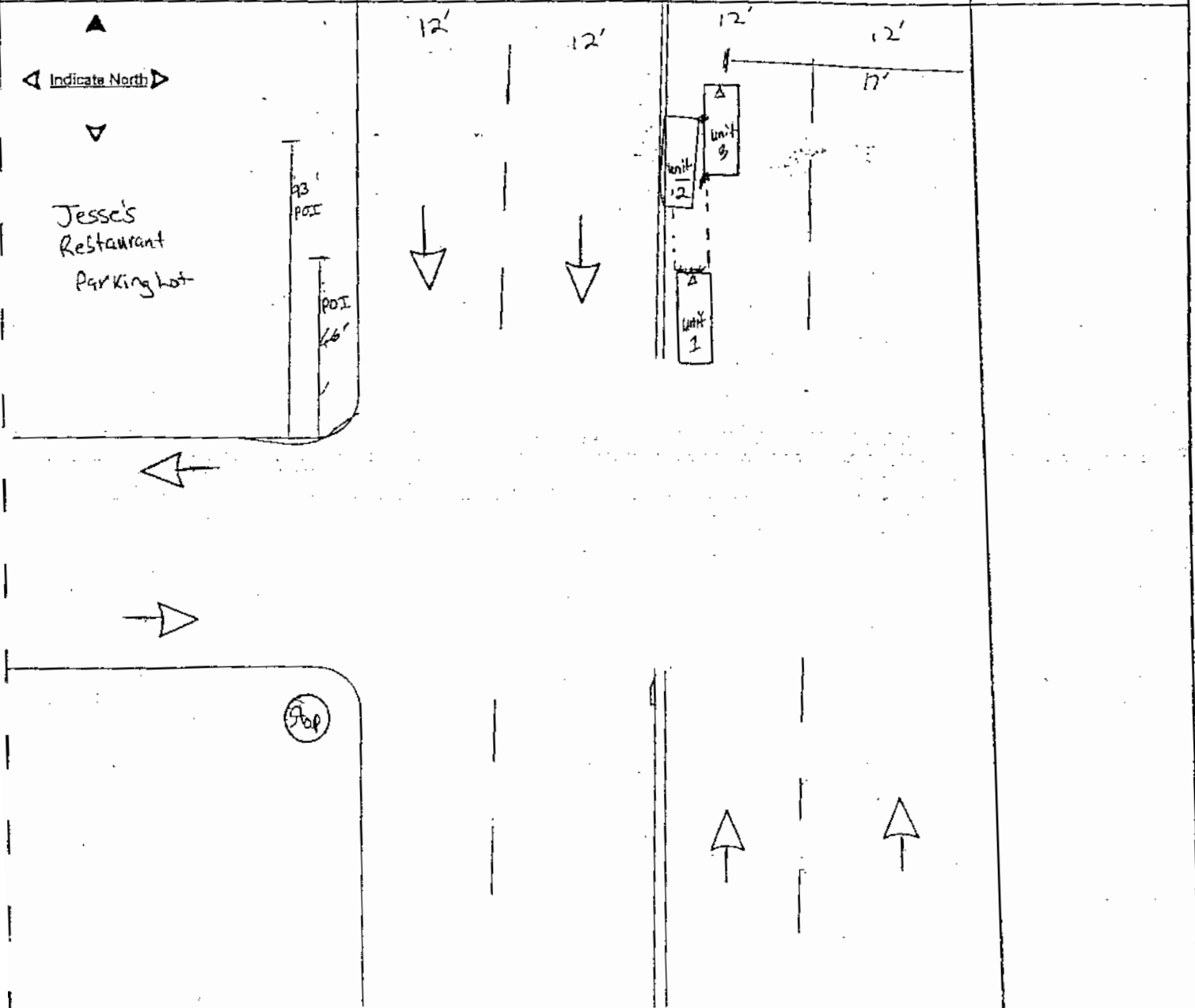


Diagram Prepared By <u>I. Cruz</u>	I.D. # <u>4531</u>	Quadrant <u>Charlie</u>	Date <u>02-06-04</u>	Time <u>4:11 P.M.</u>
Photographs by	I.D. #	Quadrant	Date	Time
Reviewed By Supervisor	I.D. #	Quadrant	Date	Time

# **EXHIBIT F**

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND : IN THE COUNTY COURT  
TERESITA S. DE MANLLO :  
VS. :  
ALLSTATE COUNTY MUTUAL INSURANCE: AT LAW NO. FIVE (5)  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO AND SANG M. CHO : HIDALGO COUNTY, TEXAS

PLAINTIFFS' SUPPLEMENTAL PETITION  
AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, plaintiffs Jorge Manllo Karim and Teresita S. De Manllo and file this their Supplemental Petition as to defendant Tae Sun Cho who per the pleadings of defendant Allstate is the parent of Sang M. Cho, hereinafter referred to as co-defendant Cho, and for cause of action would respectfully show unto the Court as follows:

I.

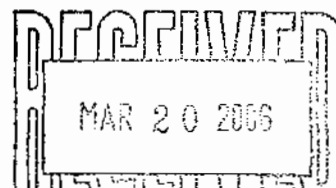
Defendant Cho

Though this individual is not the involved driver she appeared in this cause and answered written discovery served on her lawyer. Service of this Supplemental Petition is effective by hand delivering a copy on co-defendant Cho's lawyer Esther Cortez.

II.

Cause of Action

On information plaintiffs aver that co-defendant Cho negligently entrusted the BMW motor vehicle to her daughter Sang M.



Cho the defendant driver who has appeared and answered in this cause of action and who is also represented by Esther Cortez.

III.

Incorporation of Allegations in Original Petition

Plaintiffs incorporate those allegations contained in their original petition to include a negligent entrustment claim.

IV.

Requests for Disclosure

Pursuant to the Rules of Procedure plaintiffs serve Requests for Disclosure on this defendant.

WHEREFORE, PREMISES CONSIDERED, plaintiffs request that this defendant be cited to appear and answer and that on final trial, plaintiffs have that relief previously requested in Plaintiffs' Original Petition.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By: 

WILL HUGHES

State Bar No. 10240100  
ATTORNEYS FOR PLAINTIFFS  
JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing instrument was forwarded to the following attorney of record, on this the 17<sup>th</sup> day of March, 2006:

Ms. Esther Cortez  
Attorney at Law  
5415 N. McColl  
McAllen, TX 78504

Via Hand Delivery

Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5657 8029

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Ste. C  
Brownsville, TX 78521

Via Regular Mail



\_\_\_\_\_  
Will Hughes



# **EXHIBIT G**

25042

CAUSE NO. CL-05-3167-E

FILED  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
IN THE COUNTY COURT  
JAN 11 2006  
EDDY TREVINO, COUNTY CLERK  
COUNTY COURT AT LAW NO. \_\_\_\_\_ OF HIDALGO CO.  
AT LAW NUMBER 5 DEPUTY

JORGE MANLLO KARIM AND §  
TERESITA S. DE MANLLO §  
§  
VS. §  
§  
ALLSTATE COUNTY MUTUAL §  
INSURANCE COMPANY, DAVID §  
GONZALEZ AND TAE SUN CHO §  
A/K/A SANG M. CHO §

IN THE COUNTY COURT  
HIDALGO COUNTY, TEXAS

**DEFENDANTS' ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
AND DAVID GONZALEZ'S ORIGINAL ANSWER  
AND MOTION TO SEVER AND ABATE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, Defendants in the above-styled and numbered cause, and file this their Original Answer to Plaintiffs' Original Petition and their Motion to Sever and Abate and would show the Court the following:

**I.**

Defendants deny each and every, all and singular, the allegations contained in Plaintiffs' Original Petition, and demand strict proof thereof as required by law.

**II.**

**Motion to Sever and Abate**

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY is the liability carrier for Defendant, TAE SUN CHO, whose daughter, SANG M. CHO, was driving the automobile at the time of the incident in question. Plaintiffs' case against Defendants,

RECEIVED  
JAN 25 2008

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, and DAVID GONZALEZ, a former employee of ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, is a breach of contract case joined with fraud and insurance code violation allegations and it is, therefore, appropriate under existing Texas case law to sever all of the breach of settlement offer claims and to abate proceedings on the breach of settlement offer claims until the conclusion of the litigation of the third-party claims against TAE SUN CHO and SANG M. CHO.

### III.

By way of further answer herein, Defendants deny that Plaintiffs are entitled to recover punitive damages in this case since Defendants' conduct at all relevant times demonstrated reasonable care. To recover punitive damages, the Plaintiffs must establish an actual or constructive intent to harm based upon conscious indifference to the creation of a high probability of harm. An intent to injure, actual or constructive, is completely absent in this case.

### IV.

By way of further answer, Defendants state that the standards and instructions regarding punitive damages are inadequate, vague and ambiguous, further violating the due process clause of the Fourteenth Amendment of the United States Constitution and the Texas Constitution.

**V.**

Defendants further state that the correct standard for submitting its burden of proof for punitive damages is "clear and convincing evidence." Any lesser standard is a violation of the due process clause of the Fourteenth Amendment of the United States Constitution and the Texas Constitution, and Sec. 41.001(2) of the Texas Civil Practice and Remedies Code, and that Plaintiff must obtain a unanimous jury verdict regarding all questions relating to establishing punitive damages.

**VI.**

Defendants would further request a bifurcated trial of this case in accordance with Sec. 41.009 of the Texas Civil Practice and Remedies Code. Pursuant to this section, Defendants would request bifurcation of the determination of the amount of punitive damages from the remaining issues in the case.

**VII.**

Defendants hereby make their written request for a jury trial in this cause pursuant to Rule 216 of the Texas Rules of Civil Procedure and deposit with the County Clerk of Hidalgo County, Texas, the requisite jury fee of Twenty-Two Dollars (\$22.00).

WHEREFORE, PREMISES CONSIDERED, Defendants pray that the Motion to Sever and Abate be set for hearing by the Court; that Plaintiffs' suit be dismissed at Plaintiffs' cost; and for such other and further relief to which Defendants may be entitled, either at law or in equity.

Respectfully submitted,

ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, Texas 78520  
(956) 542-5666  
(956) 542-0016 (Fax)  
Attorneys for Defendants

By

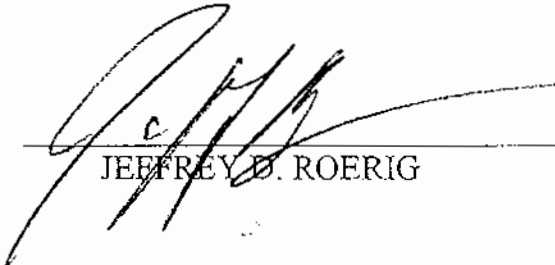
  
JEFFREY D. ROERIG  
Texas State Bar #17161700  
ROSEMARY CONRAD-SANDOVAL  
Texas State Bar #04709300

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the foregoing Defendants' Original Answer and Motion to Sever and Abate has been forwarded via facsimile [956] 428-2954 and mailed, Certified Mail No. 7160 3901 9849 3460 0134, Return Receipt Requested, to the Attorney for Plaintiffs, as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, TX 78550

on this 6<sup>th</sup> day of January, 2006.

  
JEFFREY D. ROERIG

# **EXHIBIT H**

ROERIG, OLIVEIRA & FISHER, L.L.P.  
ATTORNEYS AT LAW

Jeffrey D. Roerig\*  
Rene O. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Crisanta Guerra Lozano  
Elizabeth G. Neally\*  
Victor V. Vicinaiz\*\*  
David G. Oliveira

Cameron County Office  
855 West Price Road - Suite 9  
Brownsville, Texas 78520-8786  
Tel. 956 542-5666 Fax 956 542-0016

\*Hidalgo County Office  
10225 North 10th Street  
McAllen, Texas 78504  
Tel. 956 393-6300 Fax 956 386-1625

Adolph Guerra, Jr.\*  
D. Alan Erwin, Jr.  
Michael A. Zanca\*  
Rosemary Conrad-Sandoval\*  
Lucila Alvarado\*  
Jesus Quezada, Jr.  
Adrian R. Martinez\*  
Liza M. Vasquez\*

February 8, 2006

\*Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

\*Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

File No.: 25042

Mr. J. D. Salinas  
Hidalgo County Clerk  
Hidalgo County Courthouse  
100 N. Clossner  
Edinburg, Texas 78539

**VIA HAND DELIVERY**

RE: Cause No.: CL-05-3167-E; Jorge Manllo Karim and Teresita S. De Manllo vs. Allstate County Mutual Insurance Company, David Gonzalez, et al.; In the County Court at Law No. Five (5) of Hidalgo County, Texas

Dear Mr. Salinas:

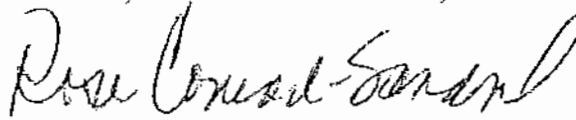
Regarding the above referenced matter, enclosed please find the following document(s) for filing with the Court's papers:

**Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ' FIRST AMENDED ORIGINAL ANSWER**

Thank you for your attention to this matter.

Very truly yours,

ROERIG, OLIVEIRA & FISHER, L.L.P.

  
Rosemary Conrad-Sandoval

RCS/cdw

Enclosure

cc: Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

**Certified Article Number**  
7160 3901 9849 2133 3977  
**SENDERS RECORD**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

**Certified Article Number**  
7160 3901 9849 2133 3984  
**SENDERS RECORD**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

**Certified Article Number**  
7160 3901 9849 2133 3991  
**SENDERS RECORD**



CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

§  
§  
§  
§  
§  
§  
§  
§

IN THE COUNTY COURT

VS.

AT LAW NUMBER 5

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

HIDALGO COUNTY, TEXAS

**DEFENDANTS' FIRST AMENDED ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, Defendants in the above-styled and numbered cause, and file this, their First Amended Original Answer to Plaintiffs' Original Petition, and would show the Court the following:

**I.**

Defendants deny each and every, all and singular, the allegations contained in Plaintiffs' Original Petition, and demand strict proof thereof as required by law.

**II.**

**Motion to Sever and Abate**

ALLSTATE COUNTY MUTUAL INSURANCE COMPANY is the liability carrier for Defendant TAE SUN CHO, whose daughter, SANG M. CHO, was driving the automobile at the time of the incident in question. Plaintiffs' case against Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, a former employee of ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, is a breach of contract case joined with fraud and insurance code violation allegations, and it is, therefore, appropriate under existing Texas case law to sever all of the breach of settlement offer claims and to abate proceedings on the breach of settlement

offer claims until the conclusion of the litigation of the third-party claims against TAE SUN CHO and SANG M. CHO.

### III.

Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, further plead that they are not a proper parties to this litigation. Plaintiffs are not insured by ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. They have no relationship with them contractual or otherwise. They owe no duties to Plaintiffs. Accordingly, Plaintiffs have no standing to sue Defendants ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ.

### IV.

Defendants further plead that Texas Rule of Civil Procedure 51b bars Plaintiffs' claims. Texas is not a direct action state.

### V.

By way of further defense, Defendants would show that Plaintiffs do not have a viable claim or cause of action for fraud. They cannot establish the necessary elements of this cause of action as a matter of law and their claim should therefore be dismissed.

### VI.

By way of further defense, Defendants would show that Plaintiffs, as Third-Party claimants, cannot sue these Defendants for unfair settlement practices.

### VII.

Defendants would show that Plaintiffs are not entitled to attorneys fees.

### VIII.

By way of further defense, Defendants would show that Defendant DAVID GONZALEZ at all times acted in the course and scope of his employment as a claims representative for ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. Defendant DAVID GONZALEZ as an adjustor of claims, has no independent contractual, or other legal duty to Plaintiffs. Further his general duties, actions or omissions as an employee of an insurance company cannot create any direct causes of action whatsoever against him. It is well settled that Plaintiffs have no standing to recover against this Defendant in his capacity as an employee handling claims for an insurance company since the duty of good faith and fair dealing, the contractual obligations, and any other extra contractual duties owed to an insured, are exclusively those duties and obligations of Defendant ALLSTATE COUNTY MUTUAL INSURANCE COMPANY.

### IX.

Defendant DAVID GONZALEZ moves that this case be abated until Plaintiffs non-suit or otherwise dismiss him as a Defendant. Defendant DAVID GONZALEZ further specially excepts to the entirety of Plaintiffs' Original Petition in that it is global, vague, and ambiguous as to what facts omissions, or actions create any independent cause of action against this Defendant.

This Defendant requests the Court to order Plaintiffs to replead, stating what legal duties or obligations they may specifically and independently have which would give rise to a legal cause of action against him, and what underlying facts or allegations support said independent cause of action.

**X.**

The Defendants specially except to Plaintiffs' Original Petition wherein Plaintiffs allege damages but wholly fail to set forth the amount of contended past and future damages for each element; and without such specific allegations, the Defendants cannot properly prepare their Answer and defenses herein; and of this Special Exception, Defendants pray judgment of the Court.

**XI.**

Defendants have made their written request for a jury trial in this cause pursuant to Rule 216 of the Texas Rules of Civil Procedure and have deposited with the County Clerk of Hidalgo County, Texas the requisite jury fee of Twenty-Two Dollars (\$22.00).

WHEREFORE, PREMISES CONSIDERED, Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ pray that Plaintiffs' suit be dismissed at Plaintiffs' cost, and for such other and further relief to which Defendants may be entitled, either at law or in equity.

Respectfully submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

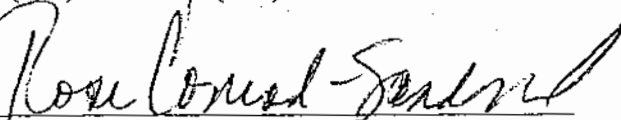
10225 N. 10<sup>th</sup> Street

McAllen, TX 78504

(956) 393-6300

(956) 386-1625 (Fax)

By



ROSEMARY CONRAD-SANDOVAL

Texas State Bar #04709300

**ATTORNEYS FOR DEFENDANTS  
ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY and DAVID GONZALEZ**

**CERTIFICATE OF SERVICE**

---

I, the undersigned, hereby certify that a true and correct copy of the foregoing to all counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

on this 27<sup>th</sup> day of February, 2006.

  
ROSEMARY CONRAD-SANDOVAL

# **EXHIBIT I**

CAUSE NO. \_\_\_\_\_

JORGE MANLLO KARIM AND : IN THE COUNTY COURT  
TERESITA S. DE MANLLO :  
VS. : AT LAW NO. \_\_\_\_\_ OF  
ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION  
DIRECTED TO DEFENDANTS

TO: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, DAVID GONZALEZ,  
AND TAE SUN CHO A/K/A SANG M. CHO

Pursuant to rule 196 of the Texas Rules of Civil Procedure the plaintiff requests defendants produce the following documents, records, and data for inspection and copying by plaintiff's representatives at 222 East Van Buren, West Tower, Harlingen, Texas within fifty (50) days after service of this request.

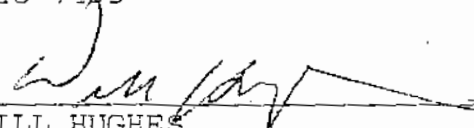
Plaintiff further requests the above-mentioned defendants to permit plaintiff's representatives to maintain custody of the documents for a twenty-four (24) hour period so as to provide them with a reasonable opportunity for copying in accordance with rule 196.2 of the Texas Rules of Civil Procedure. You may produce copies of records if no question is raised as to the authenticity of the originals.

You are under a duty to produce any document in your possession, custody or control. If you do not have any of the following documents in your possession, custody or control, please identify by name and address the persons or entities having possession, custody or control of them.

You are under a continuing duty to timely supplement any response to this request in accordance with rule 193.5 of the Texas Rules of Civil Procedure.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By:   
WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS



REQUESTS FOR PRODUCTION TO DEFENDANTS

REQUEST FOR PRODUCTION NO. 1:

Any and all documents that demonstrate, reflect, relate to and/or substantiate a true and correct copy of any and all statements given by plaintiff, any witnesses, or any agent of the defendants regarding the incident that is the basis of this action whether oral or written.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all photographs, diagrams, or exhibits of the scene of the incident that is the basis of this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all photographs, video tapes or motion pictures of the plaintiffs taken by the defendant or its investigators since the date of the incident made the basis of this suit but prior to the initiation of this litigation.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all copies of any insurance policies which would or might cover and/or include liability for injuries and damages arising out of the incident forming the basis of this suit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

Any and all documents (including but not limited to any and all insurance policies and declaration sheets) that demonstrate, reflect, relate to and/or substantiate any and all reservations of rights agreements or understanding entered into any defendant and any and all insurance companies.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

Please produce all professional liability insurance policies providing coverage for David Gonzalez.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

Please produce a copy or specimen of the insurance policy for Allstate's insured Tae Sun Cho a/k/a Sang M. Cho (driver of BMW) in effect on February 6, 2005.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

Please produce a copy of Allstate County Mutual Insurance Company's file for Claim Number 1767677782.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

Please produce all notes from the files of Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez in connection with the accident made the basis of this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

Please copy on CD-ROM the computer file and e-mail correspondence concerning this accident or in the alternative e-mail all of these files to plaintiffs' counsel at: willhughes@adamsgraham.com.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

Please produce a copy of all statements recorded in the insurance company file for this claim.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

Please produce a copy of the statement taken of Allstate's insured.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13:

Please produce a copy of all of David Gonzalez's notes concerning his handling of this claim.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14:

Please produce copies of all appraisals for property damages to the Manllo vehicle.

RESPONSE:

REQUEST FOR PRODUCTION NO. 15:

Please produce a copy of all of Elijah Sneed's notes concerning the handling of this file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16:

Please produce a copy of all of Ms. Lesvia De King's notes concerning the handling of this file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17:

Please produce a copy of David Gonzalez's personnel file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18:

Please produce a copy of Elijah Sneed's personnel file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19:

Please produce a copy of Terry Weaver-Munoz's personnel file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 20:

Please produce a copy of Lesvia De King's personnel file.

RESPONSE:

REQUEST FOR PRODUCTION NO. 21:

Please produce a copy of all documentation, files, and tangible things about Mr. David Gonzalez reflecting on the manner in which he has adjusted any claim on behalf an Allstate insured to include complaints, deviation from policies and procedures, and violations of Insurance Code Rules and Regulations.

RESPONSE:

REQUEST FOR PRODUCTION NO. 22:

Please produce a copy of all claims files (redacting insurer identifying information concerning any insureds of Allstate County Mutual Insurance Company) where Mr. Gonzalez negotiated on behalf of any insured of Allstate County Mutual Insurance Company where he lacked authority to enter into an agreement to settle any claim.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23:

Please produce a copy of all information showing the amount of property damage insurance available to Allstate's insured Tae Sun Cho a/k/a Sang Cho.

RESPONSE:

REQUEST FOR PRODUCTION NO. 24:

Please produce a copy of Policy No. 92959103803117.

RESPONSE:

REQUEST FOR PRODUCTION NO. 25:

Please produce a copy of Tae Sun Cho and Sang M. Cho's drivers' license(s) front and back.

RESPONSE:

REQUEST FOR PRODUCTION NO. 26:

Please produce a copy of the driving history of Tae Cho and Sang M. Cho for the past three years.

RESPONSE:

REQUEST FOR PRODUCTION NO. 27:

Please produce a copy of Allstate County Mutual Insurance Company's reserves and the reserve history for this accident.

RESPONSE:

REQUEST FOR PRODUCTION NO. 28:

Please produce copies of the Texas Department of Insurance licenses for Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez.

RESPONSE:

REQUEST FOR PRODUCTION NO. 29:

Please produce a copy of Allstate County Mutual Insurance Company's policies and procedures about how adjusters are to resolve bodily injury and property damage claims.

RESPONSE:

REQUEST FOR PRODUCTION NO. 30:

Please produce all documentation from Allstate County Mutual Insurance Company directing its agents, servants and employees not to misrepresent to claimants pertinent facts or policy provisions relating to coverages.

RESPONSE:

REQUEST FOR PRODUCTION NO. 31:

Please produce all policies, procedures, directives and documentation to Allstate County Mutual Insurance Company's adjusters requiring that they attempt in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear.

RESPONSE:

REQUEST FOR PRODUCTION NO. 32:

Please produce the claims file for the 2000 White Jeep Grand Cherokee driven by Jose Bernal.

RESPONSE:

REQUEST FOR PRODUCTION NO. 33:

Please produce all documentation from and to Jose Bernal and his agents, servants, and employees, and copies of all settlement drafts paid.

RESPONSE:

REQUEST FOR PRODUCTION NO. 34:

Please produce all documentation from Allstate County Insurance Company directing its agents, servants and employees including its adjusters not to use one portion of an insurance policy to influence settlement on another portion of an insurance policy.

RESPONSE:

REQUEST FOR PRODUCTION NO. 35:

Please produce copies of all judgments and orders from any court finding Allstate wrongfully adjusted the value of any physically damaged vehicle.

RESPONSE:

REQUEST FOR PRODUCTION NO. 36:

Please produce a copy of all medical records of the driver of the white BMW 330i Sang M. Cho a/k/a Sang M. Cho concerning any mental or physical problems which would impact her ability to operate a motor vehicle.

RESPONSE:



REQUEST FOR PRODUCTION NO. 37:

Please produce documentation in the file of Allstate County Mutual Insurance Company for the accident in question supporting a determination that the liability of Allstate's insured's liability was not reasonably clear.

RESPONSE:

REQUEST FOR PRODUCTION NO. 38:

Please produce copies of all photographs in the file of Allstate County Mutual Insurance Company of the vehicles in question to include that of unit number 3.

RESPONSE:

REQUEST FOR PRODUCTION NO. 39:

Please produce a copy of the job description for David Gonzalez.

RESPONSE:

REQUEST FOR PRODUCTION NO. 40:

Please produce a copy of the job description for Elijah Sneed.

RESPONSE:

REQUEST FOR PRODUCTION NO. 41:

Please produce a copy of the job description for Terry Weaver-Munoz.

RESPONSE:

REQUEST FOR PRODUCTION NO. 42:

Please provide copies of all repair estimates for the Manllo vehicle.

RESPONSE:

REQUEST FOR PRODUCTION NO. 43:

Please produce defendants' investigative file about the accident.

RESPONSE:

REQUEST FOR PRODUCTION NO. 44:

Please produce copies of all tape recordings and tape recorded statements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 45:

Please produce copies of pleadings from litigation involving this accident (Note: pleadings filed by counsel for these plaintiffs need not be produced as well as pleadings served on plaintiffs' counsel).

RESPONSE:

REQUEST FOR PRODUCTION NO. 46:

All witness statements in accordance with rule 192.3(h) of the Texas Rules of Civil Procedure. This includes but is not limited to all statements given to all law enforcement authorities, attorneys, investigators, state, local and federal agents and agencies and anyone else.

RESPONSE:

REQUEST FOR PRODUCTION NO. 47:

Please execute the authorization to obtain confidential information from all law enforcement authorities and governmental agencies for Tae Sun Cho a/k/a Sang M. Cho.

RESPONSE:

REQUEST FOR PRODUCTION NO. 48:

A copy of any "statement" as that term is defined in rule 192.3(h) of the Texas Rules of Civil Procedure previously made by any plaintiff in this case to include any of their agents, servants and employees.

RESPONSE:

REQUEST FOR PRODUCTION NO. 49:

Any tangible reports, physical models, compilations of data and other material prepared by any medical expert, economic expert or expert witnesses of any character that may be called as a witness to testify in this case on behalf of the defendants.

RESPONSE:

REQUEST FOR PRODUCTION NO. 50:

Any settlement agreements with any individual, entity, party or potential party arising out of the subject matter of this lawsuit or the incident in question.

RESPONSE:

REQUEST FOR PRODUCTION NO. 51:

Any and all photographs, videotapes, and negatives that exist in your possession, custody or control as that term is defined in rule 192.5(c)(4) of the Texas Rules of Civil Procedure that pertains to and otherwise evidences the injuries and damages claimed in this lawsuit and the manner in which the injury and damages may have occurred.

RESPONSE:

REQUEST FOR PRODUCTION NO. 52:

Please produce tangible things provided to any expert witness.

RESPONSE:

REQUEST FOR PRODUCTION NO. 53:

A curriculum vitae of any individual who you may call to testify as an expert in this case.

RESPONSE:

REQUEST FOR PRODUCTION NO. 54:

Copies of any and all medical records and/or reports from all physicians including any medical facilities and health-care entities who treated and/or provided services to anyone involved in this accident.

RESPONSE:

REQUEST FOR PRODUCTION NO. 55:

Copies of any and all medical records and/or reports from all medical facilities and health-care entities who treated and/or provided services to anyone involved in this accident.

RESPONSE:

REQUEST FOR PRODUCTION NO. 56:

All documents and records obtained by you from plaintiffs, to include any agent, servant, and representative of the defendant.

RESPONSE:

REQUEST FOR PRODUCTION NO. 57:

Please produce curriculum vitae for all persons answering interrogatory questions on behalf of Allstate.

RESPONSE:

REQUEST FOR PRODUCTION NO. 58:

If you have any pictures, photographs, films, or video tapes which in any way depict the accident in question, produce them.

RESPONSE:

REQUEST FOR PRODUCTION NO. 59:

Please provide copies of any and all liens and subrogation interests filed, presented or known to defendant or defendant(s)' agents or attorneys arising from or concerning any health care, medical care, nursing care, or hospital care afforded to any plaintiff that is related to the occurrence made the basis of this suit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 60:

If there exists in any form, whether written or oral, any understanding, agreement or contract between you or your attorney or other agent, on the one hand, and any person or entity, or such person's or entity's attorney or agent, on the other:

- a) settling, compromising or releasing all or any part of any cause of action or issue asserted herein or that might be asserted herein, and/or
- b) concerning the manner which this case will be tried, including but not limited to understandings, agreements, or contracts regarding voir dire examination, jury strikes, witnesses to be called, special issues to be requested, or objections, opening statements or arguments to be made.

Then produce a copy of all documents reflecting this understanding, agreement or contract.

RESPONSE:

REQUEST FOR PRODUCTION NO. 61:

Any and all charts, exhibits, models, or any other audio/visual aid that will be used by you in discovery or at trial.

RESPONSE:

REQUEST FOR PRODUCTION NO. 62:

A copy of all correspondence or writings exchanged between the plaintiffs or the plaintiffs' agents and representatives, and you or your agents or representatives.

RESPONSE:

REQUEST FOR PRODUCTION NO. 63:

A copy of all correspondence or writings exchanged between you or your agents or representatives and any of your treating physicians dentists, and other health care providers.

RESPONSE:

REQUEST FOR PRODUCTION NO. 64:

Any and all audio recordings in the possession or constructive possession of you or your attorneys which are connected with or related in any way to this lawsuit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 65:

Produce pictures, photographs, films, or video tapes which in any way depict the accident in question.

RESPONSE:

REQUEST FOR PRODUCTION NO. 66:

A copy of any recordings, statements, or similar documents or tangible things memorializing any conversation, discussion or meeting between the plaintiffs and you, your attorneys or agents, or any third person.

RESPONSE:

REQUEST FOR PRODUCTION NO. 67:

Any and all documents referencing any settlement offers that have been made to you.

RESPONSE:

REQUEST FOR PRODUCTION NO. 68:

Any and all documents confirming, reflecting, or evidencing any actual settlements that have been made by you with any defendant or potential defendant to this action.

RESPONSE:

REQUEST FOR PRODUCTION NO. 69:

Please produce any and all documents referencing any criminal conviction of any party to this lawsuit, any person listed as having knowledge of relevant facts, any testifying expert witness, or any consulting witness whose opinions or impressions have been reviewed by a testifying expert witness.

RESPONSE:

REQUEST FOR PRODUCTION NO. 70:

Curriculum vitae, resumes, and personnel files of all employees of Allstate County Mutual Insurance Company adjusting the Manllo claim.

RESPONSE:

REQUEST FOR PRODUCTION NO. 71:

Personnel files and curriculum vitae and resumes of all Allstate employees that any Texas Court determined wrongfully assessed the value of any physically damaged vehicle.

RESPONSE:

REQUEST FOR PRODUCTION NO. 72:

Curriculum vitae or resumes of all defendants answering interrogatories.

RESPONSE:

REQUEST FOR PRODUCTION NO. 73:

Please produce the claims file for the 2000 White Jeep Grand Cherokee driven by Jose Bernal.

RESPONSE:

REQUEST FOR PRODUCTION NO. 74:

Please produce all documentation from and to Jose Bernal and copies of all settlement drafts paid in connection with the accident in question.

RESPONSE:

REQUEST FOR PRODUCTION NO. 75:

Please produce copies of all pleadings related to this accident or from claims relevant to this accident.



RESPONSE:

REQUEST FOR PRODUCTION NO. 76:

Any and all documents that show the net worth of Allstate County Mutual Insurance Company.

RESPONSE:

REQUEST FOR PRODUCTION NO. 77:

Any insurance policies that provide, or may provide, coverage for the incident in question.

RESPONSE:

REQUEST FOR PRODUCTION NO. 78:

Any reservation of rights letters or non-waiver agreements.

RESPONSE:

REQUEST FOR PRODUCTION NO. 79:

All documents in your possession, custody, or control relating in any way to plaintiffs.

RESPONSE:

REQUEST FOR PRODUCTION NO. 80:

Transcripts of any testimony that you, your agents, servants, and employees have given in any case as witnesses on the topic of insurance.

RESPONSE:

REQUEST FOR PRODUCTION NO. 81:

Produce communications between plaintiffs and defendants relating to the subject of this suit.

RESPONSE:

REQUEST FOR PRODUCTION NO. 82:

Produce a copy of all legal instruments that document defendant's status as a corporation, partnership, sole proprietorship, joint venture, or non-profit entity.

RESPONSE:

REQUEST FOR PRODUCTION NO. 83:

All transcripts of testimony, whether by deposition or in court, given by you in any case in which you were a defendant regarding any of the issues pertinent to this case to include property damage claims.

RESPONSE:

REQUEST FOR PRODUCTION NO. 84:

Please produce all communications between Universal Claims Services, Inc. and Allstate.

RESPONSE:

REQUEST FOR PRODUCTION NO. 85:

Please produce documentation exchanged with Universal Claims Services, Inc.

RESPONSE:

REQUEST FOR PRODUCTION NO. 86:

Please produce David Gonzalez's notes concerning plaintiffs' property damage claim.

RESPONSE:

REQUEST FOR PRODUCTION NO. 87:

Please produce all documents identified and/or described in answering interrogatories.

RESPONSE:

REQUEST FOR PRODUCTION NO. 88:

Please produce all policies procedures, and protocols from Allstate to its adjustors concerning calculating property damages under liability and UM/UIM coverage.

RESPONSE:

REQUEST FOR PRODUCTION NO. 89:

Please produce all documents and tangible things identified in response to interrogatories.

RESPONSE:

CAUSE NO. \_\_\_\_\_

JORGE MANLLO KARIM AND : IN THE \_\_\_\_\_ JUDICIAL  
TERESITA S. DE MANLLO :  
: :  
VS. : DISTRICT COURT OF  
: :  
ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : CAMERON COUNTY, TEXAS

AUTHORIZATION TO OBTAIN LAW ENFORCEMENT RECORDS

TO ALL FEDERAL, STATE, COUNTY AND LOCAL AUTHORITIES:

I, Tae Sun Cho a/k/a Sang M. Cho, do hereby authorize any law enforcement authority, to disclose and furnish to the Law Offices of ADAMS & GRAHAM, L.L.P., 222 E. Van Buren, West Tower, Bank of America Building, P. O. Drawer 1429, any and all information and/or records, including statements and complaints made by us concerning any present or past criminal complaints and investigations.

I further authorize that a photostatic copy of this authorization shall be considered as effective and valid as the original and release any federal, state, or local agency from liability for divulging any information pursuant to this release.

\_\_\_\_\_  
Tae Sun Cho a/k/a Sang M. Cho

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

CAUSE NO. \_\_\_\_\_

JORGE MANLLO KARIM AND : IN THE COUNTY COURT  
TERESITA S. DE MANLLO :  
: :  
VS. : AT LAW NO. \_\_\_\_\_ OF  
: :  
ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF INTERROGATORIES

DIRECTED TO DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY

TO: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, DAVID GONZALEZ,  
AND TAE SUN CHO A/K/A SANG M. CHO

The following interrogatories are hereby propounded to you under the provisions of rule 197 of the Texas Rules of Civil Procedure. Such interrogatories shall be answered separately and fully in writing, in the spaces provided below the interrogatories, under oath, and be signed by the party providing the answers. (If such space is not sufficient, please answer by attachments, referring thereto in the space provided.) Your answers should include information obtained or obtainable by counsel, as well as that personally known to you. Under the terms of said rule, these interrogatories are being served on you through your attorneys and you are notified that your answers shall be served on the undersigned attorneys within fifty (50) days after the service of said interrogatories.

You are further advised and notified that these interrogatories and your answers to them may be offered in evidence

at the time of the trial of this cause.

These interrogatories shall be deemed continuing, so as to require supplemental answers in accordance with rule 193.5 of the Texas Rules of Civil Procedure.

The interrogatories which are submitted are attached hereto and made a part hereof.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By: 

WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS

INTERROGATORIES

INTERROGATORY NO. 1:

Please state the name, place of birth, date of birth, Social Security Number, Driver's License Number or D.P.S. identification card number and current work and home address of the person or persons answering this interrogatory on behalf of Allstate.

ANSWER:

INTERROGATORY NO. 2:

Please state the name and address of all persons or entities by whom you have been employed five (5) years prior to the date of the occurrence through the present and as to each employer you have identified in your answer to the preceding Interrogatory, please state the nature of your job or duties and the wage or salary you were paid.

ANSWER:



INTERROGATORY NO. 3:

Please identify by full name, address and telephone number any person who is expected to be called to testify at trial. With respect to each person identified, briefly state the basis of that person's connection to the case; e.g., eyewitnesses, custodian of records, treating physician, eyewitness, etc.

ANSWER:

INTERROGATORY NO. 4:

Please describe your educational background that qualifies you to answer these questions on behalf of Allstate County Mutual Insurance Company and list any specialized training you received that qualifies you to act as the corporate representative for Allstate. If you have any special training, background, or qualifications in the insurance business, please state what this consists of or, alternatively, produce a resume in response to request for production.

ANSWER:

INTERROGATORY NO. 5:

Please describe the authority of Elijah Sneed, Terry Waver-Munoz, Lesvia De King and David Gonzalez to negotiate a settlement of the bodily injury and property damage claims on behalf of Allstate's insured Tae Sun Cho a/k/a Sang M. Cho.

ANSWER:

INTERROGATORY NO. 6:

Please describe how Allstate determines whether or not to allow one adjuster to handle both the PI and property damage claim and what factors influence Allstate's decision to have different adjusters handle the PI and property damage claims.

ANSWER:

INTERROGATORY NO. 7:

Please describe Elijah Sneed, Terry Waver-Munoz, Lesvia De King and David Gonzalez' authority to handle the property damage claim in question and state why and when Mr. Manllo's case was reassigned to another adjuster.

ANSWER:

INTERROGATORY NO. 8:

Please state the reason why and when the PI portion of the Manllo claim was reassigned to another adjuster.

ANSWER:

INTERROGATORY NO. 9:

Generally describe all of Allstate's communications with Mr. Manllo concerning resolution of the property and the bodily injury claims to include conversations with his agents, servants and employees.

ANSWER:

INTERROGATORY NO. 10:

If you contend that during the course of your negotiations that the liability of Allstate's insured, Tae Sun Cho a/k/a Sang M. Cho, was not reasonably clear, please describe your rationale for determining that Ms. Cho did not have reasonably clear liability and the factors and conditions upon which you make or made this determination.

ANSWER:

INTERROGATORY NO. 11:

Please describe and identify all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to its adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez that would ensure that these insurance agents do not engage in unfair claims settlement practices.

ANSWER:

INTERROGATORY NO. 12:

Please describe and identify all policies, procedures, protocols, guidelines, and written documentation promulgated by Allstate County Mutual Insurance Company to its adjusters prohibiting any adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez from misrepresenting to claimants pertinent facts or policy provisions related to coverages.

ANSWER:

INTERROGATORY NO. 13:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to its adjusters prohibiting any adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez from not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims submitted in which liability has become reasonably clear.

ANSWER:

INTERROGATORY NO. 14:

Please identify by name, address and telephone number each expert whom you have contacted for consulting purposes only with respect to the occurrence or occurrences made the basis of this suit and whose opinions or impressions have been reviewed by a testifying expert; and please set forth the opinions and/or conclusions expressed by said consulting expert and the facts known by the expert that relate to or form the basis of the consultants mental impressions and identify all documents and tangible things that have been provided to, reviewed by, or prepared by the expert in anticipation of a testifying experts' testimony.

ANSWER:

INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

ANSWER:

INTERROGATORY NO. 16:

What was the maximum authority given to each adjuster involved in this claim to negotiate a BI and property damage settlement with Jorge Manllo?

ANSWER:

INTERROGATORY NO. 17:

What do you contend was the most offered by any adjuster to Mr. Manllo to settle the BI and property damage claims? Please be specific as to the amounts offered by each adjuster handling the claim and keep the property damages separate from the personal injury damages.

ANSWER:

INTERROGATORY NO. 18:

Please identify where information concerning Allstate's evaluation of damages and settlement negotiations and reserves is located, the custodian of such information as well as whether Allstate has destroyed the information and describe what documentation you referenced in responding to these interrogatories.

ANSWER:



INTERROGATORY NO. 19:

State the current net worth of Allstate County Mutual Insurance Company.

ANSWER:

INTERROGATORY NO. 20:

Please state completely and fully all representations, statements, declarations or admissions made by plaintiffs or any agent, servant or employee of plaintiffs. Include in your answer when the communication was made, the total verbatim communication and, if that is not possible, then state the detailed substance of the communication, by whom the communication was made, where such communication took place, and all persons present when such communication was made.

ANSWER:

INTERROGATORY NO. 21:

State the name and address of the owner and all occupants of the vehicle which your insured was operating at the time of the collision.

ANSWER:

INTERROGATORY NO. 22:

Describe any insurance agreement under which any insurance business may be liable to satisfy part or all of the judgment which may be entered in this action, or to indemnify or reimburse for payments made to satisfy the judgment, by stating the name of the person or entity insured, the name of the insurer, and the amount of any liability insurance coverage.

ANSWER:

INTERROGATORY NO. 23:

If the amount of the stated coverage of any liability insurance policy for the subject accident is subject to change or reduction by reason of prior claims during the applicable policy period, by reason of attorney expenses in the defense of this or other claims, or for any other reason, state the present amount remaining under such coverage available to pay any judgment in this case, and describe in detail how the sum was arrived at.

ANSWER:

INTERROGATORY NO. 24:

State the names of all insurance companies who had primary or excess (umbrella) insurance coverage in effect on February 6, 2004. Include the policy number(s), amount(s) or limit(s) of coverage which you contend apply to such incident(s).

- a. If any coverage limit is an aggregate limit, please state whether such limit has been reduced by any other claims and, if so, the amount of such reduction.
- b. If any deductible or self-insured retention applies, please state the amount of same.

ANSWER:

INTERROGATORY NO. 25:

If the insurance policy you have described above is a single limit policy, state what amounts have been paid to any other claimant that would serve to reduce the amount of available coverage under such policy.

ANSWER:

INTERROGATORY NO. 26:

Please state the name, address, and phone number of the custodian of records for Allstate County Mutual Insurance Company who has possession of the actual claim file of the accident made the basis of this lawsuit.

ANSWER:

INTERROGATORY NO. 27:

Please identify Allstate County Mutual Insurance Company's agents, employees or representatives by name, address, and phone number who extended any offer in compromise to plaintiffs for their damages, the date said offer was extended, and the amount of money, if any, extended

ANSWER:

INTERROGATORY NO. 28:

Please state, based on Allstate County Mutual Insurance Company's investigation, the value of the property damages incurred by the plaintiffs and all factors considered in arriving at said valuation and any consequential damages to the Manllo vehicle in connection with the damages associated with the Manllo vehicle.

ANSWER:

INTERROGATORY NO. 29:

Please state whether, in compiling your answers to these interrogatories, you have made a reasonable and diligent effort to identify and provide not only such facts as are within your personal knowledge, but such facts as are reasonably available to you and/or any person acting on your behalf.

ANSWER:

INTERROGATORY NO. 30:

Identify every person or entity who has possession, custody, or control of documents relevant to this suit. Please provide the name, job title, address, phone number, social security number, driver's license number, and current employment status with Allstate County Mutual Insurance Company for each employee.

ANSWER:

INTERROGATORY NO. 31:

Please identify any and all documents that relate to Tae Sun Cho a/k/a Sang M. Cho's automobile insurance policy issued by Allstate County Mutual Insurance Company by stating the name, address, and telephone number of each custodian of these documents.

ANSWER:

INTERROGATORY NO. 32:

Please identify any and all documents, videotapes, and/or items that relate to your training of Allstate employees concerning policies and procedures to be followed in adjusting claims regarding auto insurance policies. Identify each document and tangible thing by stating the file, date, substance, author, location, description of, and custodian of all documents, videotapes and items. Note: There is no limit to the number of interrogatories a party may serve asking for the identification of specific documents.

ANSWER:

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TERESITA S. DE MANLLO :  
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Please state the name and address of all persons or entities by whom you have been employed five (5) years prior to the date of the occurrence through the present and as to each employer you have identified in your answer to the preceding Interrogatory, please state the nature of your job or duties and the wage or salary you were paid.

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ANSWER:

INTERROGATORY NO. 5:

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ANSWER:

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Please describe how Allstate determines whether or not to allow one adjuster to handle both the PI and property damage claim and what factors influence Allstate's decision to have different adjusters handle the PI and property damage claims.

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Please state the reason why and when the PI portion of the Manllo claim was reassigned to another adjuster.

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INTERROGATORY NO. 14:

Please identify by name, address and telephone number each expert whom you have contacted for consulting purposes only with respect to the occurrence or occurrences made the basis of this suit and whose opinions or impressions have been reviewed by a testifying expert; and please set forth the opinions and/or conclusions expressed by said consulting expert and the facts known by the expert that relate to or form the basis of the consultants mental impressions and identify all documents and tangible things that have been provided to, reviewed by, or prepared by the expert in anticipation of a testifying experts' testimony.

ANSWER:



INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

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ANSWER:

INTERROGATORY NO. 21:

State the name and address of the owner and all occupants of the vehicle which your insured was operating at the time of the collision.

ANSWER:

INTERROGATORY NO. 22:

Describe any insurance agreement under which any insurance business may be liable to satisfy part or all of the judgment which may be entered in this action, or to indemnify or reimburse for payments made to satisfy the judgment, by stating the name of the person or entity insured, the name of the insurer, and the amount of any liability insurance coverage.

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If the amount of the stated coverage of any liability insurance policy for the subject accident is subject to change or reduction by reason of prior claims during the applicable policy period, by reason of attorney expenses in the defense of this or other claims, or for any other reason, state the present amount remaining under such coverage available to pay any judgment in this case, and describe in detail how the sum was arrived at.

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INTERROGATORY NO. 24:

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Please state, based on Allstate County Mutual Insurance Company's investigation, the value of the property damages incurred by the plaintiffs and all factors considered in arriving at said valuation and any consequential damages to the Manllo vehicle in connection with the damages associated with the Manllo vehicle.

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ANSWER:

INTERROGATORY NO. 9:

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ANSWER:

INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

ANSWER:

INTERROGATORY NO. 16:

What was the maximum authority given to each adjuster involved in this claim to negotiate a BI and property damage settlement with Jorge Manllo?

ANSWER:

INTERROGATORY NO. 17:

What do you contend was the most offered by any adjuster to Mr. Manllo to settle the BI and property damage claims? Please be specific as to the amounts offered by each adjuster handling the claim and keep the property damages separate from the personal injury damages.

ANSWER:

INTERROGATORY NO. 18:

Please identify where information concerning Allstate's evaluation of damages and settlement negotiations and reserves is located, the custodian of such information as well as whether Allstate has destroyed the information and describe what documentation you referenced in responding to these interrogatories.

ANSWER:

INTERROGATORY NO. 19:

State the current net worth of Allstate County Mutual Insurance Company.

ANSWER:

INTERROGATORY NO. 20:

Please state completely and fully all representations, statements, declarations or admissions made by plaintiffs or any agent, servant or employee of plaintiffs. Include in your answer when the communication was made, the total verbatim communication and, if that is not possible, then state the detailed substance of the communication, by whom the communication was made, where such communication took place, and all persons present when such communication was made.

ANSWER:

INTERROGATORY NO. 21:

State the name and address of the owner and all occupants of the vehicle which your insured was operating at the time of the collision.

ANSWER:

INTERROGATORY NO. 22:

Describe any insurance agreement under which any insurance business may be liable to satisfy part or all of the judgment which may be entered in this action, or to indemnify or reimburse for payments made to satisfy the judgment, by stating the name of the person or entity insured, the name of the insurer, and the amount of any liability insurance coverage.

ANSWER:

INTERROGATORY NO. 23:

If the amount of the stated coverage of any liability insurance policy for the subject accident is subject to change or reduction by reason of prior claims during the applicable policy period, by reason of attorney expenses in the defense of this or other claims, or for any other reason, state the present amount remaining under such coverage available to pay any judgment in this case, and describe in detail how the sum was arrived at.

ANSWER:

INTERROGATORY NO. 24:

State the names of all insurance companies who had primary or excess (umbrella) insurance coverage in effect on February 6, 2004. Include the policy number(s), amount(s) or limit(s) of coverage which you contend apply to such incident(s).

- a. If any coverage limit is an aggregate limit, please state whether such limit has been reduced by any other claims and, if so, the amount of such reduction.
- b. If any deductible or self-insured retention applies, please state the amount of same.

ANSWER:

INTERROGATORY NO. 25:

If the insurance policy you have described above is a single limit policy, state what amounts have been paid to any other claimant that would serve to reduce the amount of available coverage under such policy.

ANSWER:

INTERROGATORY NO. 26:

Please state the name, address, and phone number of the custodian of records for Allstate County Mutual Insurance Company who has possession of the actual claim file of the accident made the basis of this lawsuit.

ANSWER:



INTERROGATORY NO. 27:

Please identify Allstate County Mutual Insurance Company's agents, employees or representatives by name, address, and phone number who extended any offer in compromise to plaintiffs for their damages, the date said offer was extended, and the amount of money, if any, extended

ANSWER:

INTERROGATORY NO. 28:

Please state, based on Allstate County Mutual Insurance Company's investigation, the value of the property damages incurred by the plaintiffs and all factors considered in arriving at said valuation and any consequential damages to the Manllo vehicle in connection with the damages associated with the Manllo vehicle.

ANSWER:

INTERROGATORY NO. 29:

Please state whether, in compiling your answers to these interrogatories, you have made a reasonable and diligent effort to identify and provide not only such facts as are within your personal knowledge, but such facts as are reasonably available to you and/or any person acting on your behalf.

ANSWER:

INTERROGATORY NO. 30:

Identify every person or entity who has possession, custody, or control of documents relevant to this suit. Please provide the name, job title, address, phone number, social security number, driver's license number, and current employment status with Allstate County Mutual Insurance Company for each employee.

ANSWER:

INTERROGATORY NO. 31:

Please identify any and all documents that relate to Tae Sun Cho a/k/a Sang M. Cho's automobile insurance policy issued by Allstate County Mutual Insurance Company by stating the name, address, and telephone number of each custodian of these documents.

ANSWER:

INTERROGATORY NO. 32:

Please identify any and all documents, videotapes, and/or items that relate to your training of Allstate employees concerning policies and procedures to be followed in adjusting claims regarding auto insurance policies. Identify each document and tangible thing by stating the file, date, substance, author, location, description of, and custodian of all documents, videotapes and items. Note: There is no limit to the number of interrogatories a party may serve asking for the identification of specific documents.

ANSWER:

CAUSE NO.

05-3167-E

FILED  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
 DEC 13 2005  
 IN THE COUNTY COURT  
 COUNTY CLERK  
 COUNTY COURT CLERK  
 BY \_\_\_\_\_

JORGE MANLLO KARIM AND :  
 TERESITA S. DE MANLLO :  
 VS. :  
 ALLSTATE COUNTY MUTUAL INSURANCE :  
 COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO :

IN THE COUNTY COURT  
 AT LAW NO. 5 OF

HIDALGO COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF INTERROGATORIES  
 DIRECTED TO DEFENDANT DAVID GONZALEZ

TO: DAVID GONZALEZ

The following interrogatories are hereby propounded to you under the provisions of rule 197 of the Texas Rules of Civil Procedure. Such interrogatories shall be answered separately and fully in writing, in the spaces provided below the interrogatories, under oath, and be signed by the party providing the answers. (If such space is not sufficient, please answer by attachments, referring thereto in the space provided.) Your answers should include information obtained or obtainable by counsel, as well as that personally known to you. Under the terms of said rule, these interrogatories are being served on you through your attorneys and you are notified that your answers shall be served on the undersigned attorneys within fifty (50) days after the service of said interrogatories.

You are further advised and notified that these interrogatories and your answers to them may be offered in evidence at the time of the trial of this cause.

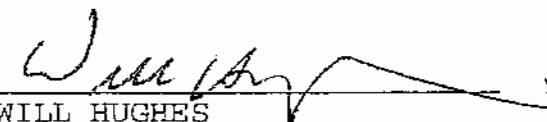
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 JAN 5 2006

These interrogatories shall be deemed continuing, so as to require supplemental answers in accordance with rule 193.5 of the Texas Rules of Civil Procedure.

The interrogatories which are submitted are attached hereto and made a part hereof.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By:   
WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS

INTERROGATORIES

INTERROGATORY NO. 1:

Please state the name and address of all persons or entities by whom you have been employed five (5) years prior to the date of the accident in question through the present and as to each employer you have identified in your answer to the preceding Interrogatory, please state the nature of your job or duties and the wage or salary you were paid.

ANSWER:

INTERROGATORY NO. 2:

Please identify by full name, address and telephone number of any person who is expected to be called to testify at trial. With respect to each person identified, briefly state the basis of that person's connection to the case; e.g., eyewitnesses, custodian of records, treating physician, eyewitness, etc.

ANSWER:

INTERROGATORY NO. 3:

Please describe your educational and professional background that qualifies you to adjust claims on behalf of Allstate County Mutual Insurance Company and list any training you received from Allstate County Mutual Insurance Company as well as any licenses, certificates, etc. and the issuing authority for any certificates, licenses, to include dates of licensure and certification.

ANSWER:

INTERROGATORY NO. 4:

Please describe your authority to negotiate a settlement of the bodily injury and property damage claims on behalf of Allstate's insured (Tae Sun Cho a/k/a Sang M. Cho) in connection with the accident in question.

ANSWER:

INTERROGATORY NO. 5:

Please describe how Allstate determines whether or not to allow one adjuster to handle both the PI and property damage claim and what factors influence Allstate's decision to have different adjusters handle PI and property damage claims based upon your experience with Allstate.

ANSWER:

INTERROGATORY NO. 6:

Please describe your authority to handle the property and personal injury damage claim in question and state why Mr. Manillo's case was reassigned to another adjuster to include the date you received the assignment to adjust the BI and PD claims and dates these claims were reassigned to another adjustor.

ANSWER:



INTERROGATORY NO. 7:

Why was the PI portion of the Manllo claim reassigned to another adjuster.

ANSWER:

INTERROGATORY NO. 8:

Please describe generally your communications with Mr. Manllo concerning adjusting plaintiffs' property and the bodily injury claims to include dates and times based on your computerized file notes.

ANSWER:

INTERROGATORY NO. 9:

If you contend that during the course of your negotiations that the liability of Allstate's insured, Tae Sun Cho a/k/a Sang M. Cho, was not reasonably clear, please describe your rationale for determining that Ms. Cho did not have reasonably clear liability and the factors upon which you made this determination.

ANSWER:

INTERROGATORY NO. 10:

Please describe your communications with Allstate's insured (driver of the BMW and/or parents of the driver) concerning amounts of any property damage settlement with plaintiffs to include dates and times when any insured or child of any insured denied liability.

ANSWER:

INTERROGATORY NO. 11:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to you to ensure that you do not engage in unfair claim settlement practices. Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

ANSWER:

INTERROGATORY NO. 12:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to you prohibiting you from misrepresenting to claimants pertinent facts or policy provisions related to coverage.

Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

ANSWER:

INTERROGATORY NO. 13:

Please describe the policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to you during the time frame made the basis of suit (accident date and thereafter) prohibiting you from attempting in good faith to effectuate prompt, fair, and equitable settlements of claims submitted in which liability has become reasonably clear.

ANSWER:

INTERROGATORY NO. 14:

Please identify by name, address and telephone number each expert whom you have contacted for consulting purposes only with respect to the occurrence or occurrences made the basis of this suit and whose opinions or impressions have been reviewed by a testifying expert; and please set forth the opinions and/or conclusions expressed by said consulting expert and the facts known by the expert that relate to or form the basis of the consultants mental impressions and identify all documents and tangible things that have been provided to, reviewed by, or prepared by the expert in anticipation of a testifying experts' testimony.

ANSWER:

INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

ANSWER:

INTERROGATORY NO. 16:

What was your authority to negotiate a bodily injury and property damage settlement with Jorge Manllo?

ANSWER:

INTERROGATORY NO. 17:

Describe the factors that you considered in adjusting the property damage and bodily injury portion of the Manllo claim.

ANSWER:

INTERROGATORY NO. 18:

What was the most you were authorized to offer Mr. Manllo to settle the property damage claim before the claim was reassigned to another adjustor.

ANSWER:

INTERROGATORY NO. 19:

Please identify where information concerning Allstate and your evaluation of damages, settlement negotiations, and reserves is located and identify the custodian of such information and state whether Allstate has destroyed any of this information.

ANSWER:

INTERROGATORY NO. 20:

If the insurance policy for the accident made the basis of suit is a single limit policy, state what amounts have been paid to any other claimant that would serve to reduce the amount of available coverage under such policy.

ANSWER:

INTERROGATORY NO. 21:

Please state the name, address, and phone number of the custodian of records for Allstate County Mutual Insurance Company who has possession of the actual claims file of the accident made the basis of this lawsuit.

ANSWER:

INTERROGATORY NO. 22:

Please identify by name, address, and phone number all persons who investigated the collision made the basis of this lawsuit on behalf of Allstate County Mutual Insurance Company, and their opinion as to their liability determination based on said investigation to include percentage of fault amongst the three vehicles involved in the accident.

ANSWER:



INTERROGATORY NO. 23:

Please state, based on Allstate County Mutual Insurance Company's investigation, the value of the property damages incurred by the plaintiffs and all factors considered in arriving at said valuation and any consequential for property damages associated with the destruction of the Manllo vehicle.

ANSWER:

INTERROGATORY NO. 24:

Please state whether, in compiling your answers to these interrogatories, you have made a reasonable and diligent effort to identify and provide not only such facts as are within your personal knowledge, but such facts as are reasonably available to you and/or any person acting on your behalf.

ANSWER:

INTERROGATORY NO. 25:

Identify every person or entity who has possession, custody, or control of documents relevant to this suit. Please provide the name, job title, address, phone number, social security number, driver's license number, and current employment status with Allstate County Mutual Insurance Company for each employee.

ANSWER:

INTERROGATORY NO. 26:

Please identify any and all documents that relate to Tae Sun Cho a/k/a Sang M. Cho's automobile insurance policy issued by Allstate County Mutual Insurance Company.

ANSWER:

INTERROGATORY NO. 27:

Please identify any and all documents, videotapes, and/or items that relate to your training of policies and procedures to be following in providing customers with advice regarding auto insurance policies. Note: There is no limit to the number of interrogatories a party may serve asking for the identification of specific documents. Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

ANSWER:

CAUSE NO. \_\_\_\_\_

JORGE MANLLO KARIM AND : IN THE COUNTY COURT  
TERESITA S. DE MANLLO :  
 :  
VS. : AT LAW NO. \_\_\_\_\_ OF  
 :  
ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION DIRECTED  
TO DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY

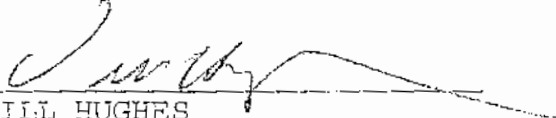
TO: ALLSTATE COUNTY MUTUAL INSURANCE COMPANY

This Request for Admissions is made under Texas Rules of Civil Procedure, Rule 198, and each of the matters of which an admission is requested shall be deemed admitted unless the party to whom the Request is directed, delivers or causes to be served on the party requesting the Admissions, or the requesting party's attorney of record, a written response within fifty (50) days after service of this Request, or within such further time as the Court may allow on Motion and Notice, either denying specifically the matters of which an admission is requested, or setting forth in detail the reasons why the responding party cannot truthfully either admit or deny those matters. Any admission made pursuant to this request is for the purpose of this pending action only, does not constitute an admission by the responding party for any other purpose, and may not be used against the responding party in any other proceedings. A response must fairly meet the substance of the request. The responding party may qualify an answer, or deny a request in part,

only when good faith requires. Lack of information is not a proper response unless the responding party states that a reasonable inquiry was made but the information known or easily obtainable is insufficient to enable the responding party to admit or deny the request. An assertion that the request presents an issue for trial is not a proper response.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By:   
WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Please admit that Allstate County Mutual Insurance Company is primarily responsible (within the limits of its policy issued to its insureds Tae Sun Cho a/k/a Sang M. Cho) for paying property damages to third parties caused by the negligence of its insureds within the limits of the applicable policy of insurance.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

Please admit that the insurance policy of the Allstate's insured (operator of the BMW vehicle referenced in Exhibit A attached to the petition) made Allstate primarily responsible for the obligations of its insured subject to the terms of the applicable policy of insurance.

ANSWER:

REQUEST FOR ADMISSION NO. 3:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to cover liability arising out of the ownership, maintenance, or use of the vehicle in connection with accidents subject to the terms of the insurance policy in question.

ANSWER:

REQUEST FOR ADMISSION NO. 4:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to cover liability arising out of the ownership, maintenance, or use of the vehicle subject to the terms of the insurance policy in question.

ANSWER:

REQUEST FOR ADMISSION NO. 5:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to satisfy and extinguish the insurer's obligation to Allstate's insured in connection with liability arising out of the ownership, maintenance, or use of the motor vehicle assuming liability is reasonably clear.

ANSWER:

REQUEST FOR ADMISSION NO. 6:

Please admit the contract of insurance policy providing coverage for the BMW vehicle involved in the accident in question requires Allstate indemnify its insured in connection with liability arising out of the ownership, maintenance, or use of the motor vehicle subject to the terms of the policy.

ANSWER:

REQUEST FOR ADMISSION NO. 7:

Please admit that Allstate is in the business of settling motor vehicle claims with third parties on behalf of its insureds.

ANSWER:

REQUEST FOR ADMISSION NO. 8:

Please admit that Allstate regularly engages in the business of settling insurance claims.

ANSWER:



REQUEST FOR ADMISSION NO. 9:

Please admit that Allstate benefits from the prompt efficient settlement of claims made by third parties.

ANSWER:

REQUEST FOR ADMISSION NO. 10:

Please admit that Allstate is obligated to reasonably settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 11:

Please admit that Allstate is not obligated to reasonably settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 12:

Please admit that settling claims on behalf of its insureds for less than policy limits benefits Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 13:

Please admit that Allstate benefits by reducing its payments to third party claimants.

ANSWER:

REQUEST FOR ADMISSION NO. 14:

Please admit that Allstate's profits increase when cash outlays to third party claimants decrease.

ANSWER:

REQUEST FOR ADMISSION NO. 15:

Please admit that David Gonzalez was authorized to negotiate a settlement with plaintiffs.

ANSWER:

REQUEST FOR ADMISSION NO. 16:

Please admit that David Gonzalez was not authorized to negotiate a settlement with plaintiffs.

ANSWER:

REQUEST FOR ADMISSION NO. 17:

Please admit David Gonzalez is employed as an adjuster by Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 18:

Please admit David Gonzalez is not employed as an adjuster by Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 19:

Please admit that David Gonzalez had authority to offer plaintiff Jorge Manllo \$13,500.00 or more to settle the property damages portion of the Manllo claim.

ANSWER:

REQUEST FOR ADMISSION NO. 20:

Please admit that David Gonzalez did not have the authority to offer plaintiff Jorge Manllo \$13,500.00 or more to settle the property damages portion of the Manllo claim.

ANSWER:

REQUEST FOR ADMISSION NO. 21:

Please admit that David Gonzalez had authority on March 11, 2004, to settle the property damage portion of the Manllo claim for \$9,604.77.

ANSWER:

REQUEST FOR ADMISSION NO. 22:

Please admit that the \$9,604.47 estimate does not include the diminished value of plaintiffs' Honda motor vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 23:

Please admit that the \$9,604.47 damage estimate does not include loss of use damages.

ANSWER:

REQUEST FOR ADMISSION NO. 24:

Please admit that the \$9,604.47 damage estimate does not include towing expenses.

ANSWER:

REQUEST FOR ADMISSION NO. 25:

Please admit that David Gonzalez was authorized to compensate plaintiffs for property damages to include repairs, towing, and diminutions in value.

ANSWER:

REQUEST FOR ADMISSION NO. 26:

Please admit Allstate County Mutual Insurance Company is not contending the plaintiffs were in the United States illegally at the time of the accident made the basis of their claim.

ANSWER:

REQUEST FOR ADMISSION NO. 27:

Please admit Allstate County Mutual Insurance Company does not dispute plaintiffs are domicilaries of Mexico.

ANSWER:

REQUEST FOR ADMISSION NO. 28:

Please admit Allstate County Mutual Insurance Company does not dispute plaintiffs are represented by a licensed Texas attorney.

ANSWER:

REQUEST FOR ADMISSION NO. 29:

Please admit Allstate does not contend plaintiffs were illegally residing in Texas at the time of the accident in question.

ANSWER:

REQUEST FOR ADMISSION NO. 30:

Please admit this trial court has subject matter jurisdiction over this lawsuit.

ANSWER:

CAUSE NO.

053167-1E

FILED	
AT	O'CLOCK
DEC 13 2005	
IN THE COUNTY COURT	
COUNTY COURT AT LAW NO. OF HIDALGO CO.	
BY	DEPUTY

JORGE MANLLO KARIM AND :  
 TERESITA S. DE MANLLO :  
 VS. :  
 ALLSTATE COUNTY MUTUAL INSURANCE :  
 COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO :

AT LAW NO. 5 OF

HIDALGO COUNTY, TEXAS

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION  
 DIRECTED TO DEFENDANT DAVID GONZALEZ

TO: DAVID GONZALEZ

This Request for Admissions is made under Texas Rules of Civil Procedure, Rule 198, and each of the matters of which an admission is requested shall be deemed admitted unless the party to whom the Request is directed, delivers or causes to be served on the party requesting the Admissions, or the requesting party's attorney of record, a written response within fifty (50) days after service of this Request, or within such further time as the Court may allow on Motion and Notice, either denying specifically the matters of which an admission is requested, or setting forth in detail the reasons why the responding party cannot truthfully either admit or deny those matters. Any admission made pursuant to this request is for the purpose of this pending action only, does not constitute an admission by the responding party for any other purpose, and may not be used against the responding party in any other proceedings. A response must fairly meet the substance of the request. The

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 JAN 5 2006

responding party may qualify an answer, or deny a request in part, only when good faith requires. Lack of information is not a proper response unless the responding party states that a reasonable inquiry was made but the information known or easily obtainable is insufficient to enable the responding party to admit or deny the request. An assertion that the request presents an issue for trial is not a proper response.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
956/428-7495

By: 

WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Please admit you were involved in adjusting the Manllo claim.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

Please admit you had the authority to resolve the claim with Mr. Manllo.

ANSWER:

REQUEST FOR ADMISSION NO. 3:

Please admit that on behalf of Allstate County Mutual Insurance Company you were responsible (within the limits of its policy issued to its insureds Tae Sun Cho a/k/a Sang M. Cho) for paying property damages to third parties caused by the negligence of Allstate's insureds.

ANSWER:

REQUEST FOR ADMISSION NO. 4:

Please admit that the insurance policy of the Allstate's insured (operator of the BMW vehicle referenced in Exhibit A attached to the petition) made Allstate responsible for the negligence of its insured subject to the terms of the applicable policy of insurance.

ANSWER:



REQUEST FOR ADMISSION NO. 5:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to cover liability arising out of the ownership, maintenance, or use of the vehicle in connection with accidents assuming liability is reasonably clear.

ANSWER:

REQUEST FOR ADMISSION NO. 6:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to resolve liability claims arising out of the ownership, maintenance, or use of the vehicle in connection with accidents subject to the terms of the policy in question.

ANSWER:

REQUEST FOR ADMISSION NO. 7:

Please admit your job in connection with the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to satisfy and extinguish the insurer's obligation to Allstate's insured in connection with liability arising out of the ownership, maintenance, or use of the BMW motor vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 8:

Please admit your job in connection with the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to negotiate a reasonable settlement on behalf of the policy-holder.

ANSWER:

REQUEST FOR ADMISSION NO. 9:

Please admit that Allstate is in the business of settling motor vehicle claims with third parties on behalf of its insureds.

ANSWER:

REQUEST FOR ADMISSION NO. 10:

Please admit that Allstate regularly engages in the business of settling insurance claims.

ANSWER:

REQUEST FOR ADMISSION NO. 11:

Please admit that Allstate benefits from the prompt efficient payment of claims made by third parties.

ANSWER:

REQUEST FOR ADMISSION NO. 12:

Please admit that Allstate is obligated to reasonably settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 13:

Please admit that Allstate is not obligated to reasonably settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 14:

Please admit that settling claims on behalf of its insureds for less than policy limits benefits Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 15:

Please admit that Allstate benefits by reducing its indemnity payments to third party claimants.

ANSWER:

REQUEST FOR ADMISSION NO. 16:

Please admit that Allstate's profits increase when cash outlays to third party claimants decrease.

ANSWER:

REQUEST FOR ADMISSION NO. 17:

Please admit your compensation increases when you settle claims for less than their reasonable value.

ANSWER:

REQUEST FOR ADMISSION NO. 18:

Please admit your compensation increases when you settle claims for their reasonable value.

ANSWER:

REQUEST FOR ADMISSION NO. 19:

Please admit that Allstate adjustors are rewarded for paying less than reasonable value to settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 20:

Please admit that Allstate adjustors are not rewarded for paying less than reasonable value to settle claims.

ANSWER:

REQUEST FOR ADMISSION NO. 21:

Please admit that you were authorized to negotiate a settlement with plaintiffs.

ANSWER:

REQUEST FOR ADMISSION NO. 22:

Please admit that you were not authorized to negotiate a settlement with plaintiffs.

ANSWER:

REQUEST FOR ADMISSION NO. 23:

Please admit you are employed as an adjuster by Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 24:

Please admit you are not employed as an adjuster by Allstate.

ANSWER:

REQUEST FOR ADMISSION NO. 25:

Please admit that you had authority to offer plaintiff Jorge Manllo a minimum of \$13,500.00 to settle the property damage portion of the Manllo claim to include towing and rental car charges.

ANSWER:

REQUEST FOR ADMISSION NO. 26:

Please admit that you did not have the authority to offer plaintiff Jorge Manllo at least \$13,500.00 to settle the property damages portion of the Manllo claim.

ANSWER:

REQUEST FOR ADMISSION NO. 27:

Please admit that you had authority on March 11, 2004, to settle the property damage portion of the Manllo claim for \$9,604.77.

ANSWER:

REQUEST FOR ADMISSION NO. 28:

Please admit that \$9,604.47 repair estimate does not include the diminished value of plaintiffs' Honda motor vehicle.

ANSWER:

REQUEST FOR ADMISSION NO. 29:

Please admit that the \$9,604.47 damage estimate does not include loss of use damages.

ANSWER:

REQUEST FOR ADMISSION NO. 30:

Please admit that diminished value is an element of property damages.

ANSWER:

REQUEST FOR ADMISSION NO. 31:

Please admit that the \$9,604.47 damage estimate does not include towing expenses.

ANSWER:

REQUEST FOR ADMISSION NO. 32:

Please admit that you were authorized to compensate plaintiffs for property damages to include repairs, towing, and diminution in value.

ANSWER:

REQUEST FOR ADMISSION NO. 33:

Please admit that Allstate Insurance Company is obligated to have policies and procedures in effect that prohibit its agents, servants, and employees from misrepresenting to claimants pertinent facts or policy provisions relating to coverages.

ANSWER:

REQUEST FOR ADMISSION NO. 34:

Please admit that Allstate Insurance Company does not have these types of policies and procedures.

ANSWER:

REQUEST FOR ADMISSION NO. 35:

Please admit that Allstate Insurance Company does have these types of policies and procedures.

ANSWER:



# **EXHIBIT J**

ROERIC, OLIVEIRA & FISHER, L.L.P.  
ATTORNEYS AT LAW

FILE COPY

Affrey D. Roeric\*  
Rene O. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Crisanta Guerra Lozano  
Elizabeth G. Neally\*  
Victor V. Vicinaiz\*\*  
David G. Oliveira

Cameron County Office  
855 West Price Road - Suite 9  
Brownsville, Texas 78520-8785  
Tel. 956 542-5666 Fax 956 542-0016

\*Hidalgo County Office  
10225 North 10th Street  
McAllen, Texas 78504  
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Adolph Guerra, Jr.\*  
D. Alan Erwin, Jr.  
Michael A. Zanca\*  
Rosemary Conrad-Sandoval\*  
Lucila Alvarado\*  
Jesus Quezada, Jr.  
Adrian R. Martinez\*  
Liza M. Vasquez\*

February 24, 2006

\*Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

File No.: 25042

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

**Certified Article Number**

7160 3901 5849 2133 2000

**SENDERS RECORD**

**VIA CERTIFIED MAIL, RRR**

RE: Cause No.: CL-05-3167-E; *Jorge Manllo Karim and Teresita S. De Manllo vs. Allstate County Mutual Insurance Company, David Gonzalez, et al.*; In the County Court at Law No. Five (5) of Hidalgo County, Texas

Dear Mr. Hughes:

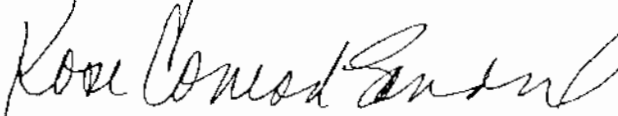
Regarding the above referenced matter, enclosed please find the following document(s) in the captioned matter:

1. DEFENDANTS' OBJECTIONS TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION;
2. DEFENDANT ALLSTATE'S OBJECTIONS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES;
3. DEFENDANT DAVID GONZALEZ' OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES;
4. DEFENDANT ALLSTATE'S OBJECTIONS TO PLAINTIFFS' REQUEST FOR ADMISSIONS; and
5. DEFENDANT DAVID GONZALEZ' OBJECTIONS TO PLAINTIFF'S REQUEST FOR ADMISSIONS.

Thank you for your attention to this matter.

Very truly yours,

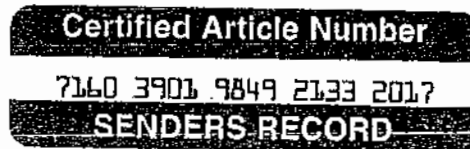
ROERIG, OLIVEIRA & FISHER, L.L.P.

  
Rosemary Conrad-Sandoval

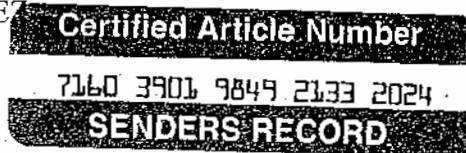
RCS/cdw

Enclosures

cc: Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
VIA CERTIFIED MAIL, RRR



Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
VIA CERTIFIED MAIL, RRR



JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

VS.

ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY, DAVID GONZALEZ, AND  
TAE SUN CHO A/K/A SANG M. CHO

§  
§  
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§

IN THE COUNTY COURT

AT LAW NO. FIVE OF

HIDALGO COUNTY, TEXAS

**DEFENDANTS' ALLSTATE COUNTY MUTUAL INSURANCE COMPANY  
AND DAVID GONZALEZ OBJECTIONS  
TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION**

TO: PLAINTIFFS, **JORGE MANLLO KARIM** and **TERESITA S. DE MANLLO**, by and through their attorney of record:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

COME NOW DEFENDANTS, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONAZALEZ, and file their Objections to Plaintiffs' First Set of Requests for Production, pursuant to the Texas Rules of Civil Procedure.

**GENERAL OBJECTION**

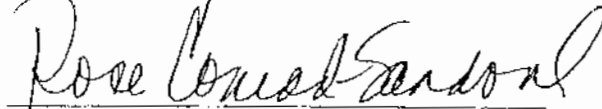
DEFENDANTS, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONAZALEZ object to answering any discovery propounded by Plaintiffs in this case. Plaintiffs, as third-party claimants, do not have standing to sue ALLSTATE COUNTY MUTUAL INSURANCE COMPANY or DAVID GONZALEZ. Defendants object to answering any discovery concerning settlement practices, settlement procedures, authority, etc. and seek a Protective Order from the Court. Defendants are seeking Summary Judgment and Dismissal of Plaintiffs' claims as they are not legally supportable. Plaintiffs asserted causes of action are not viable in the State of Texas. No amount of discovery will change that fact. This lawsuit and the attendant discovery are frivolous and sought only for purposes of harassment. Defendants seek a Protective Order from the Court.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

10225 North Tenth St.  
McAllen, Texas 78504  
Tel. (956) 393-6300  
Fax (956) 386-1625

BY:



ROSEMARY CONRAD-SANDOVAL  
Texas Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 27 day of February, 2006, a true correct copy of the foregoing has been forwarded to the following counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**



ROSEMARY CONRAD-SANDOVAL

**DEFENDANTS' OBJECTIONS TO PLAINTIFFS'**  
**FIRST REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:**

Any and all documents that demonstrate, reflect, relate to and/or substantiate a true and correct copy of any and all statements given by plaintiff, any witnesses, or any agent of the defendants regarding the incident that is the basis of this action whether oral or written.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants further object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

REQUEST FOR PRODUCTION NO. 2:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all photographs, diagrams, or exhibits of the scene of the incident that is the basis of this action.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 3:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all photographs, video tapes or motion pictures of the plaintiffs taken by the defendant or its investigators since the date of the incident made the basis of this suit but prior to the initiation of this litigation.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants further object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).

REQUEST FOR PRODUCTION NO. 4:

Any and all documents that demonstrate, reflect, relate to and/or substantiate any and all copies of any insurance policies which would or might cover and/or include liability for injuries and damages arising out of the incident forming the basis of this suit.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 5:

Any and all documents (including but not limited to any and all insurance policies and declaration sheets) that Demonstrate, reflect, relate to and/or substantiate any and all reservations of rights agreements or understanding entered into any defendant and any and all insurance companies.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 6:

Please produce all professional liability insurance policies providing coverage for David Gonzalez.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.



REQUEST FOR PRODUCTION NO. 7:

Please produce a copy or specimen of the insurance policy for All state's insured Tae Sun Cho a/k/a Sang M. Cho (driver of BMW) in effect on February 6, 2005.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object on the grounds they may not have possession custody or control of the requested documents.

REQUEST FOR PRODUCTION NO. 8:

Please produce a copy of Allstate County Mutual Insurance Company's file for Claim Number 176767782.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 9:

Please produce all notes from the files of Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez in connection with the accident made the basis of this lawsuit.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballev v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 10:

Please copy on CD/ROM the computer file and e-mail correspondence concerning this accident or in the alternative e-mail all of these files to plaintiffs' counsel at: [willhughes@adamsgraham.com](mailto:willhughes@adamsgraham.com).

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of

Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 11:

Please produce a copy of all statements recorded in the insurance company file for this claim.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendant or its agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants further object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 12:

Please produce a copy of the statement taken of Allstate's insured.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

**Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.**

**Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendant or its agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.**

**Defendants further object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendants' attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United**

**Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and**

REQUEST FOR PRODUCTION NO. 13:

Please produce a copy of all of David Gonzalez's notes concerning his handling of this claim.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

REQUEST FOR PRODUCTION NO. 14:

Please produce copies of all appraisals for property damages to the Manllo vehicle.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 15:

Please produce a copy of all of Elijah Sneed's notes concerning the handling of this file.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

REQUEST FOR PRODUCTION NO. 16:

Please produce a copy of all of Ms. Lesvia De King's notes concerning the handling of this file.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).



REQUEST FOR PRODUCTION NO. 17:

Please produce a copy of David Gonzalez's personnel file.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendant objects to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendant objects this Request for Production on the grounds that the request requires the production of confidential materials which Defendant may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its employees without a showing of need by the Plaintiffs before the Court and, further, without a confidentiality agreement protecting the employee's right to privacy.

Defendant objects to this discovery request on the grounds that it infringes upon his constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 18:

Please produce a copy of Elijah Sneed's personnel file.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that the request requires the production of confidential materials which Defendants may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its employees without a showing of need by the Plaintiffs before the Court and, further, without a confidentiality agreement protecting the employee's right to privacy.

Defendants object to this Request for Production on the grounds that it infringes upon Mr. Sneed's constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 19:

Please produce a copy of Terry Weaver-Munoz's personnel file.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that the request requires the production of confidential materials which Defendants may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its employees without a showing of need by the Plaintiffs before the Court and, further, without a confidentiality agreement protecting the employee's right to privacy.

Defendants object to this Request for Production on the grounds that it infringes upon Ms. Weaver-Munoz' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 20:

Please produce a copy of Lesvia De King's personnel file.

RESPONSE: **Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production on the grounds that the request requires the production of confidential materials which Defendants may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its employees without a showing of need by the Plaintiffs before the Court and, further, without a confidentiality agreement protecting the employee's right to privacy.**

**Defendants object to this discovery request on the grounds that it infringes upon Ms. De King's constitutional rights to privacy.**

REQUEST FOR PRODUCTION NO. 21:

Please produce a copy of all documentation, files, and tangible things about Mr. David Gonzalez reflecting on the manner in which he has adjusted any claim on behalf an Allstate insured to include complaints, deviation from policies and procedures, and violations of Insurance Code Rules and Regulations.

RESPONSE: **Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

Defendants objects to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that the request requires the production of confidential materials which Defendant may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its insureds and/or other claimants.

Defendants object to this Request for Production on the grounds that it infringes upon his constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 22:

Please produce a copy of all claims files (redacting insurer identifying information concerning any insureds of Allstate County Mutual Insurance Company) where Mr. Gonzalez negotiated on behalf of any insured of Allstate County Mutual Insurance Company where he lacked authority to enter into an agreement to settle any claim.

RESPONSE: Defendant objects to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that the request requires the production of confidential materials which Defendant may not release without the consent of the third party to whom they pertain. Defendant objects to the Production of personal information regarding its insureds and/or claimants.

Defendants object to this Request for Production on the grounds that it infringes upon his constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 23:

Please produce a copy of all information showing the amount of property damage insurance available to Allstate's insured Tae Sun Cho a/k/a Sang Cho.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 24:

Please produce a copy of Policy No. 92959103803117.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds they may not have possession custody or control of the requested documents.

REQUEST FOR PRODUCTION NO. 25:

Please produce a copy of Tae Sun Cho and Sang M. Cho's drivers' license(s) front and back.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 26:

Please produce a copy of the driving history of Tae Cho and Sang M. Cho for the past three years.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds they may not have possession custody or control of the requested documents.

Defendants object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).

REQUEST FOR PRODUCTION NO. 27:

Please produce a copy of Allstate County Mutual Insurance Company's reserves and the reserve history for this accident.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).**

**Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.**

REQUEST FOR PRODUCTION NO. 28:

Please produce copies of the Texas Department of Insurance licenses for Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).

Defendants further object to this Request for Production on the grounds that it infringes upon the individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 29:

Please produce a copy of Allstate County Mutual Insurance Company's policies and procedures about how adjusters are to resolve bodily injury and property damage claims.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.



REQUEST FOR PRODUCTION NO. 30:

Please produce all documentation from Allstate County Mutual Insurance Company directing its agents, servants and employees not to misrepresent to claimants pertinent facts or policy provisions relating to coverages.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 31:

Please produce all policies, procedures, directives and documentation to Allstate County Mutual Insurance Company's adjusters requiring that they attempt in good faith to effectuate prompt, fair and equitable settlements of claims submitted in which liability has become reasonably clear.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.



Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 34:

Please produce all documentation from Allstate County Insurance Company directing its agents, servants and employees including its adjusters not to use one portion of an insurance policy to influence settlement on another portion of an insurance policy.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 35:

Please produce copies of all judgments and orders from any court finding Allstate wrongfully adjusted the value of any physically damaged vehicle.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds is overly broad, unduly burdensome, unlimited in time or scope to a period relevant to this litigation and requests information relative to legally insupportable causes of action. Thus Plaintiffs' discovery request is frivolous and harassing.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 36:

Please produce a copy of all medical records of the driver of the white BMW 3301 Sang M. Cho a/k/a Sang M. Cho concerning any mental or physical problems which would impact her ability to operate a motor vehicle.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

Defendants object to this Request for Production on the grounds that it infringes upon the individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 37:

Please produce documentation in the file of Allstate County Mutual Insurance Company for the accident in question supporting a determination that the liability of Allstate's insured's liability was not reasonably clear.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

Defendants further object to this Request for Production on the grounds it assumes a standard that does not exist in the context of this third-party claim.

REQUEST FOR PRODUCTION NO. 38:

Please produce copies of all photographs in the file of Allstate County Mutual Insurance Company of the vehicles in question to include that of unit number 3.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 39:

Please produce a copy of the job description for David Gonzalez.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendant objects to this Request for Production on the grounds that it infringes upon his constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 40:

Please produce a copy of the job description for Elijah Sneed.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it infringes upon Mr. Sneed's constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 41:

Please produce a copy of the job description for Terry Weaver-Munoz.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it infringes upon Ms. Weaver-Munoz' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 42:

Please provide copies of all repair estimates for the Manllo vehicle.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 43:

Please produce defendants' investigative file about the accident.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants further object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendants to answer or respond by disclosing their attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or their agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendants object to this Request for Production on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendants working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

REQUEST FOR PRODUCTION NO. 44:

Please produce copies of all tape recordings and tape recorded statements.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.



REQUEST FOR PRODUCTION NO. 45:

Please produce copies of pleadings from litigation involving this accident (Note: pleadings filed by counsel for these plaintiffs need not be produced as well as pleadings served on plaintiffs' counsel).

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 46:

All witness statements in accordance with rule 192.3(h) of the Texas Rules of Civil Procedure. This includes but is not limited to all statements given to all law enforcement authorities, attorneys, investigators, state, local and federal agents and agencies and anyone else.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 47:

Please execute the authorization to obtain confidential information from all law enforcement authorities and governmental agencies for Tae Sun Cho a/k/a Sang M. Cho.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it infringes upon the individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 48:

A copy of any "statement" as that term is defined in rule 192.3(h) of the Texas Rules of Civil Procedure previously made by any plaintiff in this case to include any of their agents, servants and employees.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

REQUEST FOR PRODUCTION NO. 49:

Any tangible reports, physical models, compilations of data and other material prepared by any medical expert, economic expert or expert witnesses of any character that may be called as a witness to testify in this case on behalf of the defendants.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production to the extent that this discovery tool is no longer the proper means of requesting expert information. See Texas Rules of Civil Procedure 197 and 194.

REQUEST FOR PRODUCTION NO. 50:

Any settlement agreements with any individual, entity, party or potential party arising out of the subject matter of this lawsuit or the incident in question.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or or control of the requested documents.

REQUEST FOR PRODUCTION NO. 51:

Any and all photographs, videotapes, and negatives that exist in your possession, custody or control as that term is defined in rule 192.5(c) (4) of the Texas Rules of Civil Procedure that pertains to and otherwise evidences the injuries and damages claimed in this lawsuit and the manner in which the injury and damages may have occurred.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds they may not have possession, custody and/or or control of the requested documents.**

REQUEST FOR PRODUCTION NO. 52:

Please produce tangible things provided to any expert witness.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production to the extent that this discovery tool is no longer the proper means of requesting expert information. See Texas Rules of Civil Procedure 197 and 194.**

REQUEST FOR PRODUCTION NO. 53:

A curriculum vitae of any individual who you may call to testify as an expert in this case.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production to the extent that this discovery tool is no longer the proper means of requesting expert information. See Texas Rules of Civil Procedure 197 and 194.

REQUEST FOR PRODUCTION NO. 54:

Copies of any and all medical records and/or reports from all physicians including any medical facilities and health-care entities who treated and/or provided services to anyone involved in this accident.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).

Defendants object to this Request for Production on the grounds that it is (a) unduly burdensome; (b) involves unnecessary and/or unreasonable expense and/or hardship; and (c) was made for the purpose of harassment or annoyance. Hoffman v. Fifth Court of Appeals, 756 S.W.2d 723 (Tex. 1988); Ex parte Butler, 552 S.W.2d 196 (Tex. 1975); Meyer v. Tunks, 360 S.W. 2d 578 (Tex. 1962).

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 55:

Copies of any and all medical records and/or reports from all medical facilities and health-care entities who treated and/or provided services to anyone involved in this accident.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it seeks discovery of information which is not relevant or material to the subject matter in the pending action, nor is the discovery sought reasonably calculated to lead to the discovery of admissible evidence in accordance with the specific allegations and defenses of this case. Jampole v. Touchy, 673 S.W.2d 569 (Tex. 1984); General Motors Corp. v. Lawrence, 651 S.W.2d 732 (Tex. 1983); Allen v. Humphreys, 559 S.W.2d 798 (Tex. 1977).

Defendants object to this Request for Production on the grounds that it is (a) unduly burdensome; (b) involves unnecessary and/or unreasonable expense and/or hardship; and (c) was made for the purpose of harassment or annoyance. Hoffman v. Fifth Court of Appeals, 756 S.W.2d 723 (Tex. 1988); Ex parte Butler, 552 S.W.2d 196 (Tex. 1975); Meyer v. Tunks, 360 S.W. 2d 578 (Tex. 1962).

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 56:

All documents and records obtained by you from plaintiffs, to include any agent, servant, and representative of the defendant.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 57:

Please produce curriculum vitae for all persons answering interrogatory questions on behalf of Allstate.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that it infringes upon individual's constitutional rights to privacy.

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 58:

If you have any pictures, photographs, films, or video tapes which in any way depict the accident in question, produce them.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 59:

Please provide copies of any and all liens and subrogation interests filed, presented or known to defendant or defendant(s)' agents or attorneys arising from or concerning any health care, medical care, nursing care, or hospital care afforded to any plaintiff that is related to the occurrence made the basis of this suit.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 60:

If there exists in any form, whether written or oral, any understanding, agreement or contract between you or your attorney or other agent, on the one hand, and any person or entity, or such person's or entity's attorney or agent, on the other:

- a) settling, compromising or releasing all or any part of any cause of action or issue asserted herein or that might be asserted herein, and/or
- b) concerning the manner which this case will be tried, including but not limited to understandings, agreements, or contracts regarding voir dire examination, jury strikes, witnesses to be called, special issues to be requested, or objections, opening statements or arguments to be made.

Then produce a copy of all documents reflecting this understanding, agreement or contract.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).**

**Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).**

REQUEST FOR PRODUCTION NO. 61:

Any and all charts, exhibits, models, or any other audio/visual aid that will be used by you in discovery or at trial.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**



Defendants further object to this Request for Production on the grounds they are not required to produce trial exhibits. Texas Tech Univ. Health Sciences Ctr. v. Schild, 828 S.W. 2d 502 (Tex. App.-El Paso, 1992, orig. proceeding).

REQUEST FOR PRODUCTION NO. 62:

A copy of all correspondence or writings exchanged between the plaintiffs or the plaintiffs' agents and representatives, and you or your agents or representatives.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 63:

A copy of all correspondence or writings exchanged between you or your agents or representatives and any of your treating physicians dentists, and other health care providers.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 64:

Any and all audio recordings in the possession or constructive possession of you or your attorneys which are connected with or related in any way to this lawsuit.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 65:

Produce pictures, photographs, films, or video tapes which in any way depict the accident in question.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 66:

A copy of any recordings, statements, or similar documents or tangible things memorializing any conversation, discussion or meeting between the plaintiffs and you, your attorneys or agents, or any third person.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 67:

Any and all documents referencing any settlement offers that have been made to you.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 68:

Any and all documents confirming, reflecting, or evidencing any actual settlements that have been made by you with any defendant or potential defendant to this action.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 69:

Please produce any and all documents referencing any criminal conviction of any party to this lawsuit, any person listed as having knowledge of relevant facts, any testifying expert witness, or any consulting witness whose opinions or impressions have been reviewed by a testifying expert witness.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production to the extent that this discovery tool is no longer the proper means of requesting expert information. See Texas Rules of Civil Procedure 197 and 194.

REQUEST FOR PRODUCTION NO. 70:

Curriculum vitae, resumes, and personnel files of all employees of Allstate County Mutual Insurance Company adjusting the Manllo claim.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 71:

Personnel files and curriculum vitae and resumes of all Allstate employees that any Texas Court determined wrongfully assessed the value of any physically damaged vehicle.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 72:

Curriculum vitae or resumes of all defendants answering interrogatories.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 73:

Please produce the claims file for the 2000 White Jeep Grand Cherokee driven by Jose Bernal.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 74:

Please produce all documentation from and to Jose Bernal and copies of all settlement drafts paid in connection with the accident in question.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 75:

Please produce copies of all pleadings related to this accident or from claims relevant to this accident.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

REQUEST FOR PRODUCTION NO. 76:

Any and all documents that show the net worth of Allstate County Mutual Insurance Company.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 77:

Any insurance policies that provide, or may provide, coverage for the incident in question.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.



Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 78:

Any reservation of rights letters or non-waiver agreements.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

REQUEST FOR PRODUCTION NO. 79:

All documents in your possession, custody, or control relating in any way to plaintiffs.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 80:

Transcripts of any testimony that you, your agents, servants, and employees have given in any case as witnesses on the topic of insurance.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production on the grounds they may not have possession, custody and/or control of the requested documents.

Defendants object to this Request for Production on the grounds that it infringes upon individuals' constitutional rights to privacy.

REQUEST FOR PRODUCTION NO. 81:

Produce communications between plaintiffs and defendants relating to the subject of this suit.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production on the grounds it is duplicative and repetitious.**

REQUEST FOR PRODUCTION NO. 82:

Produce a copy of all legal instruments that document defendant's status as a corporation, partnership, sole proprietorship, joint venture, or non-profit entity.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).**

**Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).**

REQUEST FOR PRODUCTION NO. 83:

All transcripts of testimony, whether by deposition or in court, given by you in any case in which you were a defendant regarding any of the issues pertinent to this case to include property damage claims.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

**Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).**

**Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).**

**Defendant objects on the grounds he/she may not have possession custody or control of the requested documents.**

REQUEST FOR PRODUCTION NO. 84:

Please produce all communications between Universal Claims Services, Inc. and Allstate.

**RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.**

**Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.**

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 85:

Please produce documentation exchanged with Universal Claims Services, Inc.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 86:

Please produce David Gonzalez's notes concerning plaintiffs' property damage claim.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds it is duplicative and repetitious.

Defendant object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production on the grounds that it would require Defendant to answer or respond by disclosing its attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendants object to this Request for Production on the basis that the information sought involves investigation by Defendants or its agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

REQUEST FOR PRODUCTION NO. 87:

Please produce all documents identified and/or described in answering interrogatories.

RESPONSE: Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

REQUEST FOR PRODUCTION NO. 88:

Please produce all policies procedures, and protocols from Allstate to its adjustors concerning calculating property damages under liability and UM/UTM coverage.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendant objects to this discovery request to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).

Defendants object to this Request for Production on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

REQUEST FOR PRODUCTION NO. 89:

Please produce all documents and tangible things identified in response to interrogatories.

**RESPONSE:** Defendants object to this Request for Production as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Request for Production is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendants object to this Request for Production on the grounds that said Request for Production is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.

Defendants object to this Request for Production to the extent that it lacks specificity, is vague and unclear. Davis v. Pate, 915 S.W.2d 76, 79 (Tex. App.-Corpus Christi 1996).

Defendants object to this Request for Production to the extent it is overly broad and is merely meant to be used as a fishing expedition. No discovery device can be used as a fishing expedition. K-Mart Corp v. Sanderson, 937 S.W. 2d 429,431 (Tex. 1996).



CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

IN THE COUNTY COURT

VS.

AT LAW NO.FIVE OF

ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY, DAVID GONZALEZ, AND  
TAE SUN CHO A/K/A SANG M. CHO

§  
§  
§  
§  
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§  
§  
§

HIDALGO COUNTY, TEXAS

**DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY'S  
OBJECTIONS TO PLAINTIFFS' INTERROGATORIES**

TO: PLAINTIFFS, **JORGE MANLLO KARIM** and **TERESITA S. DE MANLLO**, by and through  
their attorney of record:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

COMES NOW DEFENDANT, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY,  
and files its Objections to Plaintiffs' Interrogatories pursuant to the Texas Rules of Civil Procedure.

**GENERAL OBJECTION**

DEFENDANT, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY objects to  
answering any discovery propounded by Plaintiffs in this case. Plaintiffs, as third-party claimants, do not  
have standing to sue ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. Defendant objects to  
answering any discovery concerning settlement practices, settlement procedures, authority, etc. and seek a  
Protective Order from the Court. Defendants are seeking Summary Judgment and Dismissal of Plaintiffs'  
claims as they are not legally supportable. Plaintiffs asserted causes of action are not viable in the State of  
Texas. No amount of discovery will change that fact. This lawsuit and the attendant discovery are  
frivolous and sought only for purposes of harassment. Defendant seeks a Protective Order from the Court.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

10225 North Tenth St.

McAllen, Texas 78504

Tel. (956) 393-6300

Fax (956) 386-1625

BY:

  
ROSEMARY CONRAD-SANDOVAL

Texas Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 24<sup>th</sup> day of February, 2006, a true correct copy of the foregoing has been forwarded to the all known counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

  
ROSEMARY CONRAD-SANDOVAL

INTERROGATORY NO. 1:

Please state the name, place of birth, date of birth, Social Security Number, Driver's License Number or D.P.S. identification card number and current work and home address of the person or persons answering this interrogatory on behalf of Allstate.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it infringes upon individual's constitutional rights to privacy.

INTERROGATORY NO. 2:

Please state the name and address of all persons or entities by whom you have been employed five (5) years prior to the date of the occurrence through the present and as to each employer you have identified in your answer to the preceding Interrogatory, please state the nature of your job or duties and the wage or salary you were paid.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it infringes upon individual's constitutional rights to privacy.

INTERROGATORY NO. 3:

Please identify by full name, address and telephone number any person who is expected to be called to testify at trial. With respect to each person identified, briefly state the basis of that person's connection to the case; e.g., eyewitnesses, custodian of records, treating physician, eyewitness, etc.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendants seek a Protective Order from the Court.

INTERROGATORY NO. 4:

Please describe your educational background that qualifies you to answer these questions on behalf of Allstate County Mutual Insurance Company and list any specialized training you received that qualifies you to act as the corporate representative for Allstate. If you have any special training, background, or qualifications in the insurance business, please state what this consists of or, alternatively, produce a resume in response to request for production.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendants seek a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it infringes upon individual's constitutional rights to privacy.

INTERROGATORY NO. 5:

Please describe the authority of Elijah Sneed, Terry Waver-Munoz, Lesvia De King and David Gonzalez to negotiate a settlement of the bodily injury and property damage claims on behalf of Allstate's insured Tae Sun Cho a/k/a Sang M. Cho.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 6:

Please describe how Allstate determines whether or not to allow one adjuster to handle both the PI and property damage claim and what factors influence Allstate's decision to have different adjusters handle the PI and property damage claims.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes facts not in evidence.

INTERROGATORY NO. 7:

Please describe Elijah Sneed, Terry Waver-Munoz, Lesvia De King and David Gonzalez' authority to handle the property damage claim in question and state *why* and when Mr. Manllo's case was reassigned to another adjuster.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes facts not in evidence.

INTERROGATORY NO. 8:

Please state the reason why and when the PI portion of the Manllo claim was reassigned to another adjuster.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes facts not in evidence.

INTERROGATORY NO. 9:

Generally describe all of Allstate's communications with Mr. Manllo concerning resolution of the property and the bodily injury claims to include conversations with his agents, servants and employees.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 10:

If you contend that during the course of *your* negotiations that the liability of Allstate's insured, Tae Sun Cho a/k/a Sang M. Cho, was not reasonably clear, please describe your rationale for determining that Ms. Cho did not have reasonably clear liability and the factors and conditions upon which you make or made this determination.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds it assumes obligations, duties, and standards that do not apply in the context of the handling of Plaintiffs' third-party claim.

INTERROGATORY NO. 11:

Please describe and identify all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to its adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez that would ensure that these insurance agents do not engage in unfair claims settlement practices.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds it assumes obligations, duties, and standards that do not apply in the context of the handling of Plaintiffs' third-party claim.

INTERROGATORY NO. 12:

Please describe and identify all policies, procedures, protocols, guidelines, and written documentation promulgated by Allstate County Mutual Insurance Company to its adjusters prohibiting any adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez from misrepresenting to claimants pertinent facts or policy provisions related to coverages.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.



Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds it assumes obligations, duties, and standards that do not apply in the context of the handling of Plaintiffs' third-party claim.

INTERROGATORY NO. 13:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to its adjusters prohibiting any adjusters to include Elijah Sneed, Terry Weaver-Munoz, Lesvia De King and David Gonzalez from not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims submitted in which liability has become reasonably clear.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds it assumes obligations, duties, and standards that do not apply in the context of the handling of Plaintiffs' third-party claim.

INTERROGATORY NO. 14:

Please identify by name, address and telephone number each expert whom you have contacted for Consulting purposes only with respect to the occurrence or occurrences made the basis of this suit and whose opinions or impressions have been reviewed by a testifying expert; and please set forth the opinions and/or conclusions expressed by said consulting expert and the facts known by the expert that relate to or form the basis of the consultants mental impressions and identify all documents and tangible things that have been provided to, reviewed by, or prepared by the expert in anticipation of a testifying experts' testimony.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory because by its very terms it seeks disclosure of the attorney work product, mental impressions, conclusions, opinions and/or legal theories of Defendant's counsel insofar as they relate to the consideration and selection of testifying and non-testifying experts in this case. Defendant has not at this time determined each expert that will testify at the time of trial.

INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and Anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is

- (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with

Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Subject thereto, none.

INTERROGATORY NO. 16:

What was the maximum authority given to each adjuster involved in this claim to negotiate a BI and property damage settlement with Jorge Manflo?

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 17:

What do you contend was the most offered by any adjuster to Mr. Manflo to settle the BI and property damage claims? Please be specific as to the amounts offered by each adjuster handling the claim and keep the property damages separate from the personal injury damages.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 18:

Please identify where information concerning Allstate's evaluation of damages and settlement negotiations and reserves is located, the custodian of such information as well as whether Allstate has destroyed the information and describe what documentation you referenced in responding to these interrogatories.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 19:

State the current net worth of Allstate County Mutual Insurance Company.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 20:

Please state completely and fully all representations, statements, declarations or admissions made by plaintiffs or any agent, servant or employee of plaintiffs. Include in your answer when the communication was made, the total verbatim communication and, if that is not possible, then state the detailed substance of the communication, by whom the communication was made, where such communication took place, and all persons present when such communication was made.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendants' position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 21:

State the name and address of the owner and all occupants of the vehicle which your insured was operating at the time of the collision.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 22:

Describe any insurance agreement under which any insurance business may be liable to satisfy part or all of the judgment which may be entered in this action, or to indemnify or reimburse for payments made to satisfy the judgment, by stating the name of the person or entity insured, the name of the insurer, and the amount of any liability insurance coverage.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 23:

If the amount of the stated coverage of any liability insurance policy for the subject accident is subject to change or reduction by reason of prior claims during the applicable policy period, by reason of attorney expenses in the defense of this or other claims, or for any other reason, state the present amount remaining under such coverage available to pay any judgment in this case, and describe in detail how the sum was arrived at.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 24:

State the names of all insurance companies who had primary or excess (umbrella) insurance coverage in effect on February 6, 2004. Include the policy number(s), amount(s) or limit(s) of coverage which you contend apply to such incident(s).

- a. If any coverage limit is an aggregate limit, please state whether such limit has been reduced by any other claims and, if so, the amount of such reduction.
- b. If any deductible or self-insured retention applies, please state the amount of same.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 25:

If the insurance policy you have described above is a single limit policy, state what amounts have been paid to any other claimant that would serve to reduce the amount of available coverage under such policy.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 26:

Please state the name, address, and phone number of the custodian of records for Allstate County Mutual Insurance Company who has possession of the actual claim file of the accident made the basis of this lawsuit.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).

INTERROGATORY NO. 29:

Please state whether, in compiling your answers to these interrogatories, you have made a reasonable and diligent effort to identify and provide not only such facts as are within your personal knowledge, but such facts as are reasonably available to you and/or any person acting on your behalf.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).

INTERROGATORY NO. 30:

Identify every person or entity who has possession, custody, or control of documents relevant to this suit. Please provide the name, job title, address, phone number, social security number, driver's license number, and current employment status with Allstate County Mutual Insurance Company for each employee.

ANSWER: Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).



INTERROGATORY NO. 31:

Please identify any and all documents that relate to Tae Sun Cho a/k/a Sang M. Cho's automobile insurance policy issued by Allstate County Mutual Insurance Company by stating the name, address, and telephone number of each custodian of these documents.

ANSWER: **Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are for unfair settlement practices and breach of contract. Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.**

**Defendant further object to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).**

INTERROGATORY NO. 32:

Please identify any and all documents, videotapes, and/or items that relate to your training of Allstate Employees concerning policies and procedures to be followed in adjusting claims regarding auto insurance policies. Identify each document and tangible thing by stating the file, date, substance author, location, description of, and custodian of all documents, videotapes and items. Note: There is no limit to the number of interrogatories a party may serve asking for the identification of specific documents.

ANSWER: **Defendant objects to this Interrogatory as irrelevant and burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. It is conceivably only relevant to Plaintiffs unfair settlement and breach of contract claims, for which Allstate and David Gonzalez will be seeking Severance and/or Summary Judgment. Moreover, it is Defendant's position that Plaintiffs, as third-party claimants, lack standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendant contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.**

**Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.**

Defendant further objects to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

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§

IN THE COUNTY COURT

VS.

AT LAW NO.FIVE OF

ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY, DAVID GONZALEZ, AND  
TAE SUN CHO A/K/A SANG M. CHO

HIDALGO COUNTY, TEXAS

**DEFENDANT DAVID GONZALEZ' OBJECTIONS TO PLAINTIFFS' INTERROGATORIES**

TO: PLAINTIFFS, **JORGE MANLLO KARIM** and **TERESITA S. DE MANLLO**, by and through their attorney of record:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

COMES NOW DEFENDANT, DAVID GONZALEZ, and files his Objections to Plaintiffs'

Interrogatories pursuant to the Texas Rules of Civil Procedure.

**GENERAL OBJECTION**

DEFENDANT, DAVID GONZALEZ objects to answering any discovery propounded by Plaintiffs in this case. Plaintiffs, as third-party claimants, do not have standing to sue DAVID GONZALEZ. Defendant objects to answering any discovery concerning settlement practices, settlement procedures, authority, etc. and seek a Protective Order from the Court. Defendants are seeking Summary Judgment and Dismissal of Plaintiffs' claims as they are not legally supportable. Plaintiffs asserted causes of action are not viable in the State of Texas. No amount of discovery will change that fact. This lawsuit and the attendant discovery are frivolous and sought only for purposes of harassment. Defendant seeks a Protective Order from the Court.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

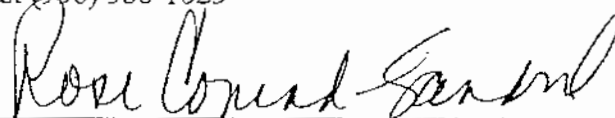
10225 North Tenth St.

McAllen, Texas 78504

Tel. (956) 393-6300

Fax (956) 386-1625

BY:



ROSEMARY CONRAD-SANDOVAL

Texas Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**


**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 27<sup>th</sup> day of February, 2006, a true correct copy of the foregoing has been forwarded to the all known counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**



ROSEMARY CONRAD-SANDOVAL

INTERROGATORY NO. 1:

Please state the name and address of all persons or entities by whom you have been employed five (5) years prior to the date of the accident in question through the present and as to each employer you have identified in your answer to the preceding Interrogatory, please state the nature of your job or duties and the wage or salary you were paid.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it infringes upon his constitutional rights to privacy.

INTERROGATORY NO. 2:

Please identify by full name, address and telephone number of any person who is expected to be called to testify at trial. With respect to each person identified, briefly state the basis of that person's connection to the case; e.g., eyewitnesses, custodian of records, treating physician, eyewitness, etc.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 3:

Please describe your educational and professional background that qualifies you to adjust claims on behalf of Allstate County Mutual Insurance Company and list any training you received from Allstate County Mutual Insurance Company as well as any licenses, certificates, etc. and the issuing authority for any certificates, licenses, to include the dates of licensure and certification.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 4:

Please describe your authority to negotiate a settlement of the bodily injury and property damage claims on behalf of Allstate's insured (Tae Sun Cho a/k/a Sang M. Cho) in connection with the accident in question.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 5:

Please describe how Allstate determines whether or not to allow one adjuster to handle both the PI and property damage claim and what factors influence Allstate's decision to have different adjusters handle PI and property damage claims based upon your experience with Allstate.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 6:

Please describe your authority to handle the property and personal injury damage claim in question and state why Mr. Manillo's case was reassigned to another adjuster to include the date your received the assignment and to adjust the BI and PD claims and dates these claims were reassigned to another adjuster.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 7:

Why was the PI portion of the Manllo claim reassigned to another adjuster.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects on the grounds this Interrogatory assumes facts not in evidence.

INTERROGATORY NO. 8:

Please describe generally your communications with Mr. Manllo concerning adjusting plaintiffs' property and the bodily injury claims to include dates and times based on your computerized file notes.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that said Interrogatory is overly broad, ambiguous, vague, unduly burdensome, harassing, and exceeds the permissible scope of discovery under the Texas Rules of Civil Procedure.



INTERROGATORY NO. 9:

If you contend that during the course of your negotiations that the liability of Allstate's insured, Tae Sun Cho a/k/a Sang M. Cho, was not reasonably clear, please describe your rationale for determining that Ms. Cho did not have reasonably clear liability and the factors upon which you made this determination.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it assumes obligations, duties and standards that do not apply in the context of handling third party claims.

INTERROGATORY NO. 10:

Please describe your communications with Allstate's insured (driver of the BMW and/or parents of the driver) concerning amounts of any property damage settlement with plaintiffs to include dates and times when any insured or child of any insured denied liability.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory on the grounds that it would require Defendant to answer or respond by disclosing his attorneys' or other representatives' work product and/or otherwise waive the attorney-client privilege, party communication privilege, and witness statement privilege.

Defendant further objects to this Interrogatory on the basis that the information sought involves investigation by Defendant or its agents or employees performed after the transaction or occurrence in question and in anticipation of claims made a part of the pending lawsuit and is privileged.

Defendant further objects to this Interrogatory on the grounds that it seeks to discover the mental impressions, conclusions, opinions, or legal theories of Defendant's attorneys or other representatives of Defendant working solely to assist trial preparation, which are protected from discovery by the work product privilege. Facia v. Peeples, 734 S.W.2d 343 (Tex. 1987); Ballew v. State, 640 S.W.2d 237 (Tex.Crim.App. 1980); United States v. Novles, 422 U.S. 225 (1975); Hickman v. Taylor, 329 U.S. 495 (1947).

INTERROGATORY NO. 11:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to you to ensure that you do not engage in unfair claim settlement practices. Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes obligations, duties and standards that do not apply in the context of handling third party claims.

INTERROGATORY NO. 12:

Please describe all policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company prohibiting you from misrepresenting to claimants pertinent facts or policy provisions related to coverage. Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes obligations, duties and standards that do not apply in the context of handling third party claims.

INTERROGATORY NO. 13:

Please describe the policies, procedures, protocols, guidelines, and written documentation provided by Allstate County Mutual Insurance Company to you during the time frame made the basis of suit (accident date and thereafter) prohibiting you attempting in good faith to effectuate prompt, fair, and equitable settlements of claims submitted in which liability has become reasonably clear.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

Defendant further objects to this Interrogatory on the grounds that it assumes obligations, duties and standards that do not apply in the context of handling third party claims.

INTERROGATORY NO. 14:

Please identify by name, address and telephone number each expert whom you have contacted for consulting purposes only with respect to the occurrence or occurrences made the basis of this suit and whose opinions or impressions have been reviewed by a testifying expert; and please set forth the opinions and/or conclusions expressed by said consulting expert and the facts known by the expert that relate to or form the basis of the consultants mental impressions and identify all documents and tangible things that have been provided to, reviewed by, or prepared by the expert in anticipation of a testifying experts' testimony.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 15:

Please state whether or not you, your representative, and your attorney to include investigators and anyone acting on your behalf have in your possession, custody or control the original and any copies of any statement previously made by the plaintiffs their agents, servants or employees (both current and former) and any person identified as having knowledge of relevant facts whether such statement is (1) a 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 transcription of such a recording. If you have such any such statements, please state the name and address of the persons from whom such the statement was taken or who made a statement which you, your representative, or attorney later obtained.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 16:

What was your authority to negotiate a bodily injury and property damage settlement with Jorge Manillo?

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 17:

Describe the factors that you considered in adjusting the property damage and bodily injury portion of the Manillo claim.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 18:

What was the most you were authorized to offer Mr. Manllo to settle the property damage claim before the claim was reassigned to another adjustor.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 19:

Please identify where information concerning Allstate and your evaluation of damages, settlement negotiations and reserves is located, the custodian of such information and state whether Allstate has destroyed any of this information.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 20:

If the insurance policy for the accident made the basis of suit is a single limit policy, state what amounts have been paid to any other claimant that would serve to reduce the amount of available coverage under such policy.

**ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.**

INTERROGATORY NO. 21:

State the name, address, and phone number of the custodian of records for Allstate County Mutual Insurance Company who has possession of the actual claims file of the accident made the basis of this lawsuit.

**ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.**



INTERROGATORY NO. 22:

Please identify by name, address, and phone number all persons who investigated the collision made the basis of this lawsuit on behalf of Allstate County Mutual Insurance Company, and their opinion as to their liability determination based on said investigation to include percentage of fault amongst the three vehicles involved in the accident.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 23:

Please state, based on Allstate County Mutual Insurance Company's investigation, the value of the property damages incurred by the plaintiffs and all factors considered in arriving at said valuation and any consequential for property damages associated with the destruction of the Manllo vehicle.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

INTERROGATORY NO. 24:

Please state whether, in compiling your answers to these interrogatories, you have made a reasonable and diligent effort to identify and provide not only such facts as are within your personal knowledge, but such facts as are reasonably available to you and/or any person acting on your behalf.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 25:

Identify every person or entity who has possession, custody, or control of documents relevant to this suit. Please provide the name, job title, address, phone number, social security number, driver's license number, and current employment status with Allstate County Mutual Insurance Company for each employee.

ANSWER: Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

INTERROGATORY NO. 26:

Please identify any and all documents that relate to Tae Sun Cho a/k/a Sang M. Cho's automobile insurance policy issued by Allstate County Mutual Insurance Company.

**ANSWER:** Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant further objects to this Interrogatory to the extent that it exceeds 25 questions pursuant to the Texas Rules of Civil Procedure 190.2 (c)(3), 190.3 (b)(3).

INTERROGATORY NO. 27:

Please identify any and all documents, videotapes, and/or items that relate to your training of policies and procedures to be following [sic] in providing customers with advice regarding auto insurance policies. Note: There is no limit to the number of interrogatories a party may serve asking for the identification of specific documents. Description includes identifying the (a) author; (b) date of document; (c) location of document or copies of document(s); (d) custodian of document(s); and short description of document(s).

**ANSWER:** Defendant objects to this Interrogatory as irrelevant, burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs' claims are essentially complaints about unfair settlement practices. Such causes of action by third parties against insurance companies and their agents are legally insupportable. Defendant will be seeking Severance and/or Summary Judgment. Plaintiffs have no standing to sue Allstate and David Gonzalez. Plaintiffs have no relationship with Defendants contractually or otherwise. Accordingly, this Interrogatory is frivolous and harassing and Defendant seeks a Protective Order from the Court.

Defendant objects to this Interrogatory on the grounds that it seeks proprietary, confidential, commercial information and information protected by the trade secret privilege. Trade secrets may consist of any formula, pattern, device or compilation of information which is used in ones business and present an opportunity to obtain an advantage over competitors who do not know or use it.

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

IN THE COUNTY COURT

VS.

AT LAW NO.FIVE OF

ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY, DAVID GONZALEZ, AND  
TAE SUN CHO A/K/A SANG M. CHO

HIDALGO COUNTY, TEXAS

**DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY'S  
OBJECTIONS TO PLAINTIFFS' REQUESTS FOR ADMISSIONS**

TO: PLAINTIFFS, **JORGE MANLLO KARIM** and **TERESITA S. DE MANLLO**, by and through  
their attorney of record:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

COMES NOW DEFENDANT, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY,  
and files its Objections to Plaintiffs' First Set of Requests for Admission, pursuant to the Texas Rules of  
Civil Procedure.

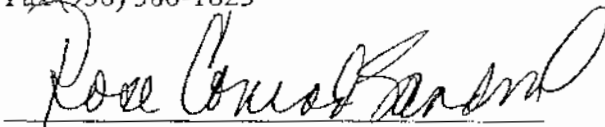
**GENERAL OBJECTION**

DEFENDANT, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY objects to  
answering any discovery propounded by Plaintiffs in this case. Plaintiffs, as third-party claimants, do not  
have standing to sue ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. Defendant objects to  
answering any discovery concerning settlement practices, settlement procedures, authority, etc. and seeks  
a Protective Order from the Court. Defendant is seeking Summary Judgment and Dismissal of Plaintiffs'  
claims as they are not legally supportable. Plaintiffs asserted causes of action are not viable in the State of  
Texas. No amount of discovery will change that fact. This lawsuit and the attendant discovery are  
frivolous and sought only for purposes of harassment. Defendant seeks a Protective Order from the Court.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**  
10225 North Tenth St.  
McAllen, Texas 78504  
Tel. (956) 393-6300  
Fax (956) 386-1625

BY:

  
ROSEMARY CONRAD-SANDOVAL  
Texas Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**


**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 20<sup>th</sup> day of February, 2006, a true correct copy of the foregoing has been forwarded to the all known counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

  
ROSEMARY CONRAD-SANDOVAL

REQUEST FOR ADMISSION NO. 1:

Please admit that Allstate County Mutual Insurance Company is primarily responsible (within the limits of its policy issued to its insureds Tae Sun Cho a/k/a Sang M. Cho) for paying property damages to third parties caused by the negligence of its insureds within the limits of the applicable policy of insurance.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 2:

Please admit that the insurance policy of the Allstate's insured (operator of the BMW vehicle referenced in Exhibit "A" attached to the petition) made Allstate primarily responsible for the obligations of its insured subject to the terms of the applicable policy of insurance.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Defendant further objects as it does not have Exhibit "A." Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 3:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to cover liability arising out of the ownership, maintenance, or use of the vehicle in connection with accidents subject to the terms of the insurance policy in question.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 4:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to cover liability arising out of the ownership, maintenance, or use of the vehicle subject to the terms of the insurance policy in question.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 5:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to satisfy and extinguish the insurer's obligation to Allstate's insured in connection with liability arising out of the ownership, maintenance, or use of the motor vehicle assuming liability is reasonably clear.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 6:

Please admit the contract of insurance policy providing coverage for the BMW vehicle involved in the accident in question requires Allstate indemnify its insured in connection with liability arising out of the ownership, maintenance, or use of the motor vehicle subject to the terms of the policy.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 7:

Please admit that Allstate is in the business of settling motor vehicle claims with third parties on behalf of its insureds.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 8:

Please admit that Allstate regularly engages in the business of settling insurance claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 9:

Please admit that Allstate benefits from the prompt efficient settlement of claims made by third parties.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 10:

Please admit that Allstate is obligated to reasonably settle claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Defendant further objects on the grounds this request assumes duties, obligations, and standards that do not apply in the context of handling third party claims. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 11:

Please admit that Allstate is not obligated to reasonably settle claims

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Defendant further objects to this Request on the grounds it assumes duties, obligations and standards that do not apply in the context of handling third party claims. This request also constitutes a double negative. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 12:

Please admit that settling claims on behalf of its insureds for less than policy limits benefits Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.



REQUEST FOR ADMISSION NO. 13:

Please admit that Allstate benefits by reducing its payments to third party claimants.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 14:

Please admit that Allstate's profits increase when cash outlays to third party claimants decrease.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 15:

Please admit that David Gonzalez was authorized to negotiate a settlement with plaintiffs.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Admit.

REQUEST FOR ADMISSION NO. 16:

Please admit that David Gonzalez was not authorized to negotiate a settlement with plaintiffs.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 17:

Please admit David Gonzalez is employed as an adjuster by Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 18:

Please admit David Gonzalez is not employed as an adjuster by Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Admit.

REQUEST FOR ADMISSION NO. 19:

Please admit that David Gonzalez had authority to offer plaintiff Jorge Manllo \$13,500.00 or more to settle the property damages portion of the Manllo claim.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 20:

Please admit that David Gonzalez did not have the authority to offer plaintiff Jorge Manllo \$13,500.00 or more to settle the property damages portion of the Manllo claim.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, this request as drafted is Denied.

REQUEST FOR ADMISSION NO. 21:

Please admit that David Gonzalez had authority on March 11, 2004, to settle the property damage portion of the Manllo claim for \$9,604.77.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, this request as drafted is Denied.

REQUEST FOR ADMISSION NO. 22:

Please admit that the \$9,604.47 estimate does not include the diminished value of plaintiffs' Honda motor vehicle.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 23:

Please admit that the \$9,604.47 damage estimate does not include loss of use damages.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 24:

Please admit that the \$9,604.47 damage estimate does not include towing expenses.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 25:

Please admit that David Gonzalez was authorized to compensate plaintiffs for property damages to include repairs, towing, and diminutions in value.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 26:

Please admit Allstate County Mutual Insurance Company is not contending the plaintiffs were in the United States illegally at the time of the accident made the basis of their claim.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 27:

Please admit Allstate County Mutual Insurance Company does not dispute plaintiffs are domicilaries of Mexico.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 28:

Please admit Allstate County Mutual Insurance Company does not dispute plaintiffs are represented by a licensed Texas attorney.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 29:

Please admit Allstate does not contend plaintiffs were illegally residing in Texas at the time of the accident in question.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 30:

Please admit this trial court has subject matter jurisdiction over this lawsuit.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Accordingly, this request is Denied.

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

VS.

ALLSTATE COUNTY MUTUAL INSURANCE  
COMPANY, DAVID GONZALEZ, AND  
TAE SUN CHO A/K/A SANG M. CHO

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IN THE COUNTY COURT

AT LAW NO.FIVE OF

HIDALGO COUNTY, TEXAS

**DEFENDANT DAVID GONZALEZ' OBJECTIONS TO PLAINTIFFS'  
REQUESTS FOR ADMISSIONS**

TO: PLAINTIFFS, **JORGE MANLLO KARIM** and **TERESITA S. DE MANLLO**, by and through their attorney of record:

Mr. Will Hughes  
**ADAMS & GRAHAM, L.L.P.**  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

COMES NOW DEFENDANT, DAVID GONZALEZ, and files his Objections to Plaintiffs' First Set of Requests for Admission, pursuant to the Texas Rules of Civil Procedure.

**GENERAL OBJECTION**

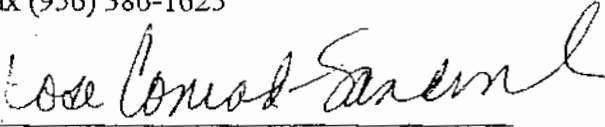
DEFENDANT, DAVID GONZALEZ objects to answering any discovery propounded by Plaintiffs in this case. Plaintiffs, as third-party claimants, do not have standing to sue DAVID GONZALEZ. Defendant objects to answering any discovery concerning settlement practices, settlement procedures, authority, etc. and seek a Protective Order from the Court. Defendants are seeking Summary Judgment and Dismissal of Plaintiffs' claims as they are not legally supportable. Plaintiffs asserted causes of action are not viable in the State of Texas. No amount of discovery will change that fact. This lawsuit and the attendant discovery are frivolous and sought only for purposes of harassment. Defendant seeks a Protective Order from the Court.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

10225 North Tenth St.  
McAllen, Texas 78504  
Tel. (956) 393-6300  
Fax (956) 386-1625

BY:

  
ROSEMARY CONRAD-SANDOVAL  
Texas Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 24<sup>th</sup> day of February, 2006, a true correct copy of the foregoing has been forwarded to the all known counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McCoil, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

  
ROSEMARY CONRAD-SANDOVAL

REQUEST FOR ADMISSION NO. 1:

Please admit that you were involved in adjusting the Manllo claim.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 2:

Please admit you had the authority to resolve the claim with Mr. Manllo.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 3:

Please admit that on behalf of Allstate County Mutual Insurance Company you were responsible (within the limits of its policy issued to its insureds Tae Sun Cho a/k/a Sang M. Cho) for paying property damages to third parties caused by the negligence of Allstate's insureds.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 4:

Please admit that the insurance policy of the Allstate's insure (operator of the BMW vehicle referenced in Exhibit A attached to the petition) made Allstate responsible for the negligence of its insured subject to the terms of the applicable policy of insurance.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

Defendant further objects to this Request for Admission. There is no Exhibit A attached. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 5:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question is to satisfy and extinguish the insurer's obligation to Allstate's insured in connection with liability arising out of the ownership, maintenance, or use of the motor vehicle assuming liability is reasonably clear.

**ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.**

REQUEST FOR ADMISSION NO. 6:

Please admit the main purpose of the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to resolve liability claims arising out of the ownership, maintenance, or use of the vehicle in connection with accidents subject to the terms of the policy in question.

**ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.**

REQUEST FOR ADMISSION NO. 7:

Please admit your job in connection with the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to satisfy and extinguish the insurer's obligation to Allstate's insured in connection with liability arising out of the ownership, maintenance, or use of the BMW motor vehicle.

**ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.**

REQUEST FOR ADMISSION NO. 8:

Please admit your job in connection with the insurance policy providing coverage for the BMW vehicle involved in the accident in question was to negotiate a reasonable settlement on behalf of the policyholder.

**ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.**



REQUEST FOR ADMISSION NO. 9:

Please admit that Allstate is in the business of settling motor vehicle claims with third-parties on behalf of its insured.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 10:

Please admit that Allstate regularly engages in the business of settling insurance claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 11:

Please admit that Allstate benefits from the prompt efficient payment of claims made by third parties.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Defendant further objects to this Request on the grounds it assumes duties, obligations and standards that do not apply in the context of handling third party claims. This request also constitutes a double negative. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 12:

Please admit that Allstate is obligated to reasonably settle claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

Defendant further objects to this Request for Admission on the grounds it assumes duties, obligations and standards that do not exist in the context of handling third party claims. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 13:

Please admit that Allstate is not obligated to reasonably settle claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

Defendant further objects to this Request for Admission on the grounds it assumes duties, obligations and standards that do not exist in the context of handling third party claims. Defendant further objects on the grounds this request constitutes a double negative. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 14:

Please admit that settling claims on behalf of its insureds for less than policy limits benefits Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 15:

Please admit that Allstate benefits by reducing its indemnity payments to third party claimants.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Admit.

REQUEST FOR ADMISSION NO. 16:

Please admit that Allstate's profits increase when cash outlays to third party claimants decrease.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 17:

Please admit your compensation increases when you settle claims for less than their reasonable value.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 18:

Please admit your compensation increases when you settle claims for their reasonable value.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Admit.

REQUEST FOR ADMISSION NO. 19:

Please admit that Allstate adjustors are rewarded for paying less than reasonable value to settle claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 20:

Please admit that Allstate adjustors are not rewarded for paying less than reasonable value to settle claims.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, this request as drafted is Denied.

Defendant further objects to this Request for Admission on the grounds this constitutes a double negative. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 21:

Please admit that you were authorized to negotiate a settlement with plaintiffs.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, this request as drafted is Denied.

REQUEST FOR ADMISSION NO. 22:

Please admit that you were not authorized to negotiate a settlement with Plaintiffs.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 23:

Please admit you are employed as an adjuster by Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 24:

Please admit you are not employed as an adjuster by Allstate.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Admit.

REQUEST FOR ADMISSION NO. 25:

Please admit that you had authority to offer plaintiff Jorge Manllo a minimum of \$13,500.00 to settle the property damage portion of the Manllo claim to include towing and rental car damages.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 26:

Please admit that you did not have the authority to offer plaintiff Jorge Manllo at least \$13,500.000 to settle the property damages portion of the Manllo claim.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 27:

Please admit that you had authority on March 11, 2004, to settle the property damage portion of the Manllo claim for \$9,604.77.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 28:

Please admit that \$9,604.47 repair estimate does not include the diminished value of plaintiffs Honda motor vehicle.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 29:

Please admit that the \$9,604.47 damage estimate does not include loss of use damages.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 30:

Please admit that diminished value is an element of property damages.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Accordingly, this request is Denied.

REQUEST FOR ADMISSION NO. 31:

Please admit that the \$9,604.47 damage estimate does not include towing expenses.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Accordingly, this request is Denied.

REQUEST FOR ADMISSION NO. 32:

Please admit that you were authorized to compensate plaintiffs for property damages to include repairs, towing, and diminution in value.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Accordingly, this request is Denied.

REQUEST FOR ADMISSION NO. 33:

Please admit that Allstate Insurance Company is obligated to have policies and procedures in effect that prohibit its agents, servants, and employees from misrepresenting to claimants pertinent facts or policy provisions relating to coverages.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance. Defendant further objects on the grounds this Request for Admission seeks information which is not discoverable in the context of this third party claim.

Defendant further objects to this Request for Admission on the grounds it assumes duties, obligations and standards that do not exist in the context of handling third party claims. Subject thereto, Deny.

REQUEST FOR ADMISSION NO. 34:

Please admit that Allstate Insurance Company does not have these types of policies and procedures.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance.

Defendant further objects to this Request for Admission as vague and ambiguous. It fails to define "these" types of policies and procedures. Subject thereto, as drafted, this request is Denied.

REQUEST FOR ADMISSION NO. 35:

Please admit that Allstate Insurance Company does have these types of policies and procedures.

ANSWER: Defendant objects to this Request for Admission on the grounds it is irrelevant and burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs assert legally insupportable claims against Defendants for which they are seeking Summary Judgment and/or Severance.

Defendant further objects to this Request for Admission as vague and ambiguous. It fails to define "these" types of policies and procedures. Subject thereto, as drafted, this request is Denied.

# **EXHIBIT K**



JORGE MANLLO KARIM AND : IN THE COUNTY COURT  
 TERESITA S. DE MANLLO :  
 :  
 VS. : AT LAW NO. 5 OF  
 :  
 ALLSTATE COUNTY MUTUAL INSURANCE :  
 COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

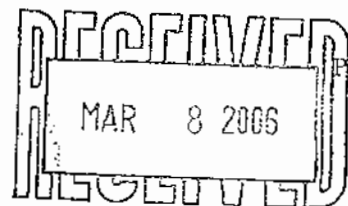
PLAINTIFFS' MOTION TO COMPEL ALL DEFENDANTS TO RESPOND  
 TO PLAINTIFFS' INTERROGATORIES, REQUESTS FOR  
 ADMISSION AND REQUESTS FOR PRODUCTION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW JORGE MANLLO KARIM and TERESITA S. DE MANLLO plaintiffs in the above entitled and numbered cause and file this their Motion to Compel All Defendants to Respond to Plaintiffs' Interrogatories, Requests for Admission and Requests for Production and in support of same would respectfully show unto this honorable Court the following:

I.

With their Original Petition, plaintiffs served on defendants Interrogatories, Requests for Admission and Requests for Production. Although plaintiffs gave defendants Allstate and David Gonzalez two extensions to answer discovery requests all they were provided with were inadequate responses. Attached hereto as Exhibit A is a copy of Defendants' Objections to Requests for Production, Allstate's Objections to Interrogatories, David Gonzalez's Objections to Interrogatories, Allstate's Objections to



Requests for Admission and David Gonzalez's Objections to Requests for Admissions. Plaintiffs are entitled to meaningful responses.

Additionally, plaintiffs has served on Tae Sun Cho a/k/a Sang M. Cho the same discovery. Although, plaintiffs requested that defendant Cho respond no responses have been forthcoming as of the date of the filing of this Motion to Compel.

II.

Plaintiffs request that the Court compel full and complete responses to discovery requests and for such other and further relief to which they are entitled at law as per the requirements of rule 215.1 of the Texas Rules of Civil Procedure.

III.

Plaintiffs have attempted to cooperate with defense counsel as evidenced by the letters attached hereto as Exhibit B.

WHEREFORE, PREMISES CONSIDERED, plaintiffs pray that this Court enter an Order compelling full and complete responses to all discovery requests and for such other and further relief to which they are entitled at law and in equity.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
P. O. Box 1429  
Harlingen, Texas 78551-1429  
Phone: 956/428-7495  
Fax: 956/428-2954  
WillHughes@adamsgraham.com

BY: 

WILL HUGHES  
State Bar No. 10240100

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing instrument was forwarded to the following attorney of record, on this the 17th day of February, 2006:

Ms. Esther Cortez  
Attorney at Law  
5415 N. McColl  
McAllen, TX 78504

Via CMRRR#7005 1160  
0000 5657 8135

Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5657 8265

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Ste. C  
Brownsville, TX 78521

Via Regular Mail

Will Hughes



# **EXHIBIT L**

ROERIG, OLIVEIRA & FISHER, L.L.P.  
ATTORNEYS AT LAW

Jeffrey D. Roerig\*  
Rene O. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Crisanta Guerra Lozano  
Victor V. Vicinaiz\*\*  
David G. Oliveira

Cameron County Office  
855 West Price Road - Suite 9  
Brownsville, Texas 78520-8766  
Tel. 956 542-5666 Fax 956 542-0016

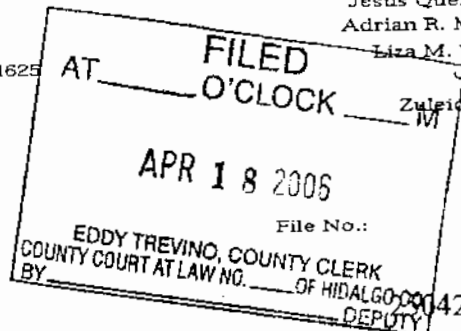
\*Hidalgo County Office  
10225 North 10th Street  
McAllen, Texas 78504  
Tel. 956 393-6300 Fax 956 386-1625

Adolph Guerra, Jr.\*  
D. Alan Erwin, Jr.  
Michael A. Zanca\*  
Rosemary Conrad-Sandoval\*  
Lucila Alvarado\*  
Jesus Quezada, Jr.  
Adrian R. Martinez\*  
Liza M. Vasquez\*

Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

April 18, 2006



Mr. Eddy Trevino, Hidalgo County Clerk  
Hidalgo County Courthouse  
100 N. Clossner  
Edinburg, Texas 78539

VIA HAND DELIVERY

RE: Cause No. CL-05-3167-E; Jorge Manllo Karim and Teresita S. De Manllo vs. Allstate County Mutual Insurance Company, David Gonzalez, Tae Sun Cho, and Sang M. Cho; In the County Court at Law Number Five (5) of Hidalgo County, Texas.

Dear Mr. Trevino:

Enclosed please find the original and one copy of the following document(s) for filing in the above captioned matter:

1. **Defendants' ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ PROPOSED ORDER ON MOTION TO COMPEL.**

Thank you for your attention to this matter.

Very truly yours,

ROERIG, OLIVEIRA & FISHER, L.L.P.

Rosemary Conrad-Sandoval

RCS/mr

S:\McAllen\Danielle Webb\COURT LETTERS\25042 OrderM2Compel.doc

Enclosures

cc: Mr. Will Hughes  
Mr. Hugh P. Touchy  
Ms. Esther Cortez

Regular Mail  
Regular Mail  
Regular Mail

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE COUNTY COURT

VS.

AT LAW NUMBER 5

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

HIDALGO COUNTY, TEXAS

ORDER ON PLAINTIFFS MOTION TO COMPEL

BE IT REMEMBERED that on this day came on to be considered Plaintiffs Motion to Compel and Defendants ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ' Motion to Dismiss in Response thereto, and the Court upon review of Motions, pleadings, case law and argument of counsel, the Court rules as to Plaintiffs Request for Production AS TO ALLSTATE COUNTY MUTUAL INSURANCE COMPANY as follows:

REQUEST FOR PRODUCTION NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 16

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 17



GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 18

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 19

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 20

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 21

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 22

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 23

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 24

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 25

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 26

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 27

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 28

GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 29

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 30

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 31

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 32

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 33

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 34

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 35

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 36

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 37

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 38

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 39

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 40

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 41

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 42

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 43

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 44

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 45

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 46

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 47

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 48

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 49

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 50

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 51

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 52

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 53

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 54

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 55

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 56

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 57

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 58

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 59

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 60

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 61

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 62

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 63

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 64

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 65

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 66

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 67

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 68

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 69

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 70

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 71

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 72

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 73

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 74

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 75

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 76

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 77

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 78

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 79

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 80

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 81

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 82

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 83

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 84

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 85

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 86

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 87

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 88

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 89

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

Upon review of Motions, pleadings, case law and argument of counsel, the Court rules as to

Plaintiffs Request for Production AS TO DAVID GONZALEZ as follows:

REQUEST FOR PRODUCTION NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 16

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 17

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 18

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_



REQUEST FOR PRODUCTION NO. 19

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 20

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 21

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 22

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 23

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 24

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 25

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 26

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 27

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 28

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 29

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 30

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 31

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 32

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 33

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 34

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 35

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 36

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 37

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 38

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 39

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 40

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 41

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 42

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 43

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 44

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 45

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 46

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 47

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 48

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 49

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 50

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 51

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 52

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 53

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 54

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 55

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 56

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 57

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 58

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 59

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 60

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 61

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 62

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 63

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 64

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 65

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 66

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 67

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 68

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 69

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 70

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 71

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 72

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 73

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 74

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 75

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 76

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 77

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 78

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 79

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 80

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 81

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 82

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 83

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 84

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 85

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 86

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 87

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 88

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR PRODUCTION NO. 89

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

With respect to Plaintiffs INTERROGATORIES DIRECTED TO ALLSTATE COUNTY MUTUAL INSURANCE COMPANY the Court after reviewing the pleadings, case law and questions presented as it relates to Plaintiffs causes of action rules as follows AS TO DEFENDANT ALLSTATE COUNTY MUTUAL INSURANCE COMPANY:

INTERROGATORY NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 16

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 17

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 18

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 19



GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 20

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 21

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 22

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 23

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 24

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 25

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 26

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 27

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 28

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 29

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 30

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 31

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 32

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

With respect to Plaintiffs INTERROGATORIES TO DEFENDANT DAVID GONZALEZ, the Court after reviewing the pleadings, case law and questions presented as it relates to Plaintiffs causes of action rules as follows AS TO DEFENDANT DAVID GONZALEZ:

INTERROGATORY NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 16

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 17

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 18

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 19

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 20

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 21

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 22

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 23

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 24

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 25

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 26

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

INTERROGATORY NO. 27

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

With respect to Plaintiffs Motion to Compel Request for Admissions TO ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, the Court after reviewing the pleadings, responses and arguments of counsel rules as follows as to Plaintiffs Motion to Compel against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY:

REQUEST FOR ADMISSION NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 16

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 17

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 18

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 19

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 20

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 21

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 22

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 23

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 24

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 25

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 26

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 27

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 28

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 29

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 30

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

With respect to Plaintiffs Motion to Compel Request for Admissions as to DAVID GONZALEZ, the Court after reviewing the pleadings, responses and arguments of counsel rules as follows as to Plaintiffs Motion to Compel against DAVID GONZALEZ:

REQUEST FOR ADMISSION NO. 1

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 2

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 3

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 4

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 5

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 6

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 7

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 8

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 9

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 10

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 11

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 12

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 13

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 14

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 15

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 16



GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 17

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 18

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 19

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 20

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 21

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 22

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 23

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 24

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 25

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 26

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 27

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 28

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 29

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 30

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 31

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 32

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 33

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 34

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

REQUEST FOR ADMISSION NO. 35

GRANTED \_\_\_\_\_

DENIED \_\_\_\_\_

SIGNED FOR ENTRY on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE PRESIDING

**Copies To:**

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower, 222 E. Van Buren  
Harlingen, Texas 78550

Mr. Hugh P. Touchy  
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Ms. Esther Cortez  
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Ms. Rose Conrad Sandoval  
ROERIG, OLIVIERA & FISHER  
10225 N. 10<sup>TH</sup> St.  
McAllen, Texas 78504

# **EXHIBIT M**

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

§  
§  
§  
§  
§  
§  
§  
§

IN THE COUNTY COURT

VS.

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

FILED  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
AT LAW NUMBER 5  
APR 17 2006  
EDDY TREVINO, COUNTY CLERK,  
COUNTY COURT AT LAW NO. \_\_\_\_\_ OF HIDALGO CO.,  
HIDALGO COUNTY, TEXAS DEPUTY

---

**DEFENDANTS' MOTION TO DISMISS IN RESPONSE TO  
PLAINTIFFS' MOTION TO COMPEL**

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TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, two of the Defendants in the above-styled and numbered cause, and file this Motion to Dismiss in Response to Plaintiffs' Motion to Compel, and in support thereof would show unto the Court as follows:

**I.  
BACKGROUND**

Plaintiffs, Jorge Manllo Karim and Teresita S. De Manllo, filed this lawsuit against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, adjustor DAVID GONZALEZ, and the Allstate insured's, Tae Sun Cho and Sang M. Cho. Plaintiffs are seeking compensation as a result of an accident they had with Sang M. Cho. Plaintiffs seek compensation for property damage. Plaintiffs' claims against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ center upon complaints about their settlement negotiations with ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. Specifically, Plaintiffs claim that ALLSTATE, through its employee, DAVID GONZALEZ, are liable for breach of contract, common law fraud,

negligent misrepresentation and unfair claims settlement practices. *See Plaintiffs' Original Petition @ paragraph IV.* They contend that ALLSTATE and DAVID GONZALEZ misrepresented pertinent facts or policy provisions relating to coverage and failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim submitted when liability became reasonably clear. *See Plaintiffs' Original Petition @ paragraph IV.* Plaintiffs contend that ALLSTATE and DAVID GONZALEZ did not attempt to settle in good faith the property damage claims in order to influence settlement under the bodily injury portions of the policy. *See Plaintiffs' Original Petition @ paragraph IV.*

## II.

In conjunction with their lawsuit, Plaintiffs filed voluminous Requests for Production, Requests for Admissions, and Interrogatories seeking information including, but not limited to, settlement negotiations, claims handling practices, guidelines regarding unfair settlement practices, documentation regarding misrepresentation, policies regarding failing to promptly effectuate settlement, and settlement evaluations, to name a few. <sup>1</sup>

## III.

### LEGAL AUTHORITY

The claims Plaintiffs are making are exactly the types of claims that are specifically delineated in the insurance code as "unfair settlement practices". *See Insurance Code §541.060, attached hereto as Exhibit "A."* However, this type of cause of action is NOT available to third party claimants, such as Plaintiffs. *See Insurance Code §541.060(b).* Not only does the insurance code preclude such claims, the Supreme Court does as well.

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<sup>1</sup> Plaintiffs served at least 150 discovery requests.

In Allstate Insurance Company v. Watson, 876 S.W.2d 145 (Tex. 1994), the Supreme Court considered whether a third-party claimant could sue the other driver's insurance carrier for unfair claims settlement practices. The Supreme Court held that a third-party claimant has no such direct cause of action under the Texas Insurance Code. A third-party claimant is not in the same position as an insured. A third-party claimant has no contract with the insurer or the insured, has not paid premiums, has no legal relationship to the insurer, and has no special relationship of trust to the insurer. In short, a third-party claimant has no basis upon which to expect or demand the benefit of the extra-contractual obligations imposed on insurers with regards to their insureds. *Id* 149; *See also Jones v. CGU Insurance Company*, 78 S.W.3d. 626 (Tex. App. Austin-no pet.); *Atlantic Lloyds Insurance v. Butler*, 137 S.W.3d 199 (Tex. App. – Houston [1<sup>st</sup> Dist.] 2004, pet. denied).

Based on the above cited statutory authority, Supreme Court precedent, and well settled case law, Plaintiffs' claims against ALLSTATE and DAVID GONZALEZ must be dismissed. As such, any discovery propounded by Plaintiffs is frivolous and harassing. ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ respectfully request that Plaintiffs' Motion to Compel be denied and this lawsuit against them be dismissed with prejudice, and for such other and further relief to which they may be justly entitled.

WHEREFORE, PREMISES CONSIDERED, Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ pray that this matter be set for hearing, that Plaintiffs' claims be dismissed in their entirety, and for such other and further relief to which they may be just entitled.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**

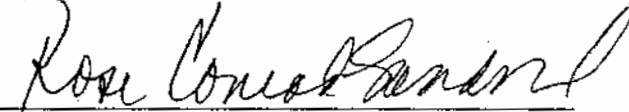
10225 N. 10<sup>th</sup> Street

McAllen, Texas 78504

(956) 393-6300 Telephone

(956) 386-1625 Facsimile

By: \_\_\_\_\_



ROSEMARY CONRAD-SANDOVAL

State Bar No.: 04709300

**ATTORNEYS FOR DEFENDANTS**




**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 17<sup>th</sup> day of April 2006, a true and correct copy of the foregoing has been forwarded to all known counsel of record as follows:

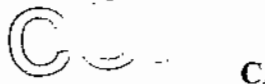
Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA HAND DELIVERY**

Mr. Hugh P. Touchy  
TOUCHY & GREEN, L.L.P.  
2031 Price Road, Suite C  
Brownsville, Texas 78521  
**VIA HAND DELIVERY**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA HAND DELIVERY**

  
**ROSEMARY CONRAD-SANDOVAL**

# **EXHIBIT N**



CAUSE NO. CL-05-3167-E

FILED  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
 MAY 22 2006  
 IN THE COUNTY COURT  
 EDDY TREVIÑO, COUNTY CLERK  
 COUNTY COURT AT LAW NO. \_\_\_\_\_ OF HIDALGO CO  
 BY \_\_\_\_\_ DEPUTY  
 AT LAW NUMBER 5

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

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VS.

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

HIDALGO COUNTY, TEXAS

**DEFENDANTS' MOTION TO DISMISS AND/OR FOR SUMMARY JUDGMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ, two of the Defendants in the above-styled and numbered cause, and file this Motion to Dismiss and/or for Summary Judgment and in support thereof would show unto the Court as follows:

**I.  
BACKGROUND**

Plaintiffs, Jorge Manllo Karim and Teresita S. De Manllo, filed this lawsuit against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY, adjustor DAVID GONZALEZ, and Allstate insureds, Tae Sun Cho and Sang M. Cho. Plaintiffs are seeking compensation as a result of an accident they had with Sang M. Cho. Plaintiffs' claims against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY center upon complaints about their settlement negotiations with ALLSTATE COUNTY MUTUAL INSURANCE COMPANY. Specifically, plaintiffs claim that Allstate through its' employee David Gonzalez are liable for breach of contract, common law fraud, negligent misrepresentation and unfair claims settlement practices. *See plaintiffs Original*

*Petition @ paragraph IV.* They contend that Allstate and David Gonzalez misrepresented pertinent facts or policy provisions relating to coverage and failed to attempt in good faith to effectuate a prompt, fair and equitable settlement of the claim submitted when liability became reasonably clear.

*See plaintiffs Original Petition @ paragraph IV.* Plaintiffs contend that Allstate and David Gonzalez did not attempt to settle in good faith the property damage claims in order to influence settlement under the bodily injury portions of the policy. *See plaintiffs Original Petition @ paragraph IV.*

Based on Supreme Court authority, Plaintiffs have no standing to pursue independent claims against ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and its adjustor, DAVID GONZALEZ. Defendants are entitled to Judgment as a matter of law as Plaintiffs' claims are legally insupportable.

## II. LEGAL AUTHORITY

In *Allstate Insurance Company v. Watson*, 872 S.W.2d 145 (Tex. 1994), the Supreme Court considered whether a third-party claimant could sue the other driver's insurance carrier for unfair claimed settlement practices. The Supreme Court held that a third-party claimant has no such direct cause of action under the Texas Insurance Code. A third-party claimant is not in the same position as an insured. A third-party claimant has no contract with the insurer or the insured, has not paid premiums, has no legal relationship to the insurer, or special relationship of trust to the insurer. In short, a third-party claimant has no basis upon which to expect or demand the benefit of the extra-contractual obligations imposed on insurers with regards to their insureds. *Id* 149; *See also Jones v. CGU Insurance Company*, 78 S.W.3d. 626 (Tex. App. Austin-no pet.).

Moreover, the Insurance Code itself, precludes the claims plaintiffs are making. §541.060 of

the Texas Insurance Code sets forth unfair settlement practices, of the type that plaintiff is specifically complaining. In their Petition, Plaintiffs complain that Allstate did not attempt in good faith to settle their claim and attempted to influence settlement of the bodily injury claim through the property damage claim. These practices are prohibited under the Insurance Code §541.060(a)(2)(A) and (B). However, these complaints are not available to third party claimants such as the Manllos.

Section 541.060 (b) states:

Subsection (a) does not provide a cause of action to a third party claimant asserting one or more claims against an insured covered under a liability insurance policy.

Not only does the Supreme Court bar plaintiffs claims, the Insurance Code does as well. Plaintiffs remedy for dissatisfaction with settlement negotiations is to file suit against the adverse driver, which they have done. ALLSTATE COUNTY MUTUAL INSURANCE COMPANY respectfully requests that Plaintiffs' suit against it be dismissed with prejudice and for such other and further relief to which it may be justly entitled.

WHEREFORE, PREMISES CONSIDERED, Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ pray that this matter be set for hearing, that Plaintiffs' claims be dismissed in their entirety, and for such other and further relief to which they may be just entitled.

Respectfully Submitted,

**ROERIG, OLIVEIRA & FISHER, L.L.P.**  
10225 N. 10<sup>th</sup> Street  
McAllen, Texas 78504  
(956) 393-6300 Telephone  
(956) 386-1625 Facsimile

By:   
ROSEMARY CONRAD-SANDOVAL  
State Bar No.: 04709300

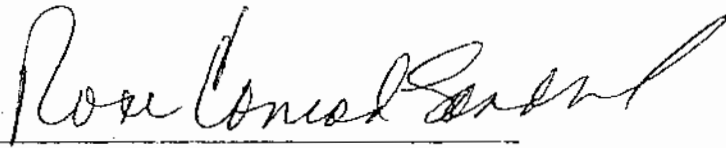
**ATTORNEYS FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on this 22<sup>nd</sup> day of May, 2006, a true and correct copy of the foregoing has been forwarded to all known counsel of record as follows:

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower  
222 E. Van Buren  
Harlingen, Texas 78550  
**VIA CERTIFIED MAIL, RRR**

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Ste. 106  
McAllen TX 78504  
**VIA CERTIFIED MAIL, RRR**

  
ROSEMARY CONRAD-SANDOVAL

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

§  
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IN THE COUNTY COURT

VS.

AT LAW NUMBER 5

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

HIDALGO COUNTY, TEXAS

**ORDER SETTING HEARING ON DEFENDANTS'  
MOTION TO DISMISS AND/OR FOR SUMMARY JUDGMENT**

The Oral Hearing on Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY and DAVID GONZALEZ' Motion to Dismiss and/or for Summary Judgment is hereby set for hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, at \_\_\_ o'clock \_\_\_\_\_ .m. in the courtroom of the County Court at Law Number Five (5) of Hidalgo County, Texas.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE PRESIDING

**Copies To:**

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower, 222 E. Van Buren  
Harlingen, Texas 78550

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Suite 106  
McAllen TX 78504



CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND  
TERESITA S. DE MANLLO

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IN THE COUNTY COURT

VS.

AT LAW NUMBER 5

ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY, DAVID  
GONZALEZ, TAE SUN CHO, AND  
SANG M. CHO

HIDALGO COUNTY, TEXAS

**ORDER GRANTING DEFENDANT'S MOTION TO DISMISS  
AND/OR FOR SUMMARY JUDGMENT**

BE IT REMEMBERED that on this day came on to be considered Defendants ALLSTATE COUNTY MUTUAL INSURANCE COMPANY's and DAVID GONZALEZ' Motion to Dismiss and/or for Summary Judgment, and the Judge, upon review of Defendants' Motion to Dismiss and/or for Summary Judgment, is of the opinion that said Motion to Dismiss and/or for Summary Judgment should be **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY's and DAVID GONZALEZ Motion to Dismiss and/or for Summary Judgment is hereby GRANTED in its entirety, and that the causes of action asserted by Plaintiffs against Defendants, ALLSTATE COUNTY MUTUAL INSURANCE COMPANY's and DAVID GONZALEZ are hereby dismissed, with prejudice.

SIGNED FOR ENTRY on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE PRESIDING

**Copies To:**

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
West Tower, 222 E. Van Buren  
Harlingen, Texas 78550

Ms. Esther Cortez  
LAW OFFICE OF ESTHER CORTEZ  
5415 N. McColl, Suite 106  
McAllen TX 78504

# **EXHIBIT O**

25,042  
RCS

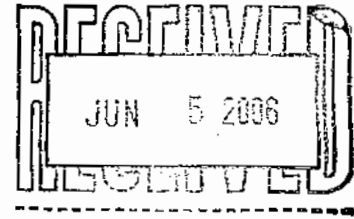
LAW OFFICES OF  
**ADAMS & GRAHAM, L.L.P.**

222 E. VAN BUREN, WEST TOWER  
P. O. DRAWER 1429  
HARLINGEN, TEXAS 78551  
adamsgraham.com

TEL. (956) 428-7495  
FAX (956) 428-2954  
willhughes@adamsgraham.com

**WILL HUGHES**  
Board Certified in Health Law  
Texas Board of Legal Specialization

June 1, 2006



Mr. Juan D. Salinas, III.  
COUNTY CLERK OF HIDALGO COUNTY  
P. O. Box 58  
Edinburg, TX 78540-0058

Re: Cause No. 05-3167-E  
Jorge Manllo Karim and Teresita S. De Manllo vs.  
Allstate County Mutual Insurance Company, David Gonzalez, and  
Tae Sun Cho a/k/a Sang M. Cho  
Our File No. M-1073

Dear Mr. Salinas:

On behalf of Plaintiffs, JORGE MANLLO KARIM AND TERESITA S. DE MANLLO, please find enclosed herewith the following documents which we ask that you kindly file with the papers of the above styled and numbered cause:

1. Plaintiffs' Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss And/or for Summary Judgement and Motion for Continuance of Summary Judgment and Dismissal Hearings Until Defendants Answer Discovery;
2. Order Setting Hearing on Plaintiffs' Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss And/or for Summary Judgement and Motion for Continuance of Summary Judgment and Dismissal Hearings Until Defendants Answer Discovery.

After the enclosed Motion has been filed, we ask that the said Motion together with the Order Setting Hearing thereon be presented to the Judge with our request that the Motion be set for hearing allowing due notice to all parties.

Please file-stamp the enclosed copy of the first page of the aforementioned document and return same to the undersigned in the self-addressed stamped envelope.

By copy hereof, we are on this date forwarding a copy of said document(s) to all counsel of record.

JUN 6 2006

Re: Manllo v. Allstate, et al  
Our File No: M-1073  
Page 2

Thanking all for their kind courtesies, we are

Very truly yours,

ADAMS & GRAHAM, L.L.P.

By: 

Will Hughes

WH/as  
Enclosure

xc:

Ms. Esther Cortez  
Attorney at Law  
5415 N. McColl  
McAllen, TX 78504

Via CMRRR#7005 1160  
0000 5659 0939

✓ Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5659 0922

JORGE MANLLO KARIM AND	:	IN THE COUNTY COURT AT
TERESITA S. DE MANLLO	:	
	:	
VS.	:	LAW NO. 5 OF
	:	
ALLSTATE COUNTY MUTUAL INSURANCE:	:	
COMPANY, DAVID GONZALEZ, AND	:	
TAE SUN CHO AND SANG M. CHO	:	HIDALGO COUNTY, TEXAS

PLAINTIFFS' RESPONSE TO DEFENDANT ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY AND DAVID GONZALEZ'S MOTION TO DISMISS  
AND/OR FOR SUMMARY JUDGEMENT AND MOTION FOR CONTINUANCE  
OF SUMMARY JUDGMENT AND DISMISSAL HEARINGS  
UNTIL DEFENDANTS ANSWER DISCOVERY

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, plaintiffs Jorge Manllo Karim and Teresita S. De Manllo, and file this their response to Allstate County Mutual Insurance Company, David Gonzalez's Motion to Dismiss and/or for Summary Judgment and file this Motion for Continuance of Summary Judgment Hearing until defendants answer discovery and in support thereof with respect please show unto the court the following:

I.

Factual Background

Defendants filed an original and an amended original answer that contain Motions to Sever and Abate based upon the same arguments made in connection with their Motions to Dismiss and/or Motions for Summary Judgment. Defendants have apparently abandoned seeking to sever and abate this case. Allstate is represented by

a quality law firm. When suit was filed counsel for Allstate contacted plaintiffs' counsel and asked for copies of discovery that had been served on Allstate and David Gonzalez. This was sent to Counsel for Allstate and the adjustor. Thereafter, counsel for Allstate and the adjustor had their severance motion and abatement motion set for hearing. The undersigned was contacted by Allstate's lawyers and it was requested that plaintiffs extend to Allstate the courtesy of providing additional time to allow for discovery responses. Because a hearing was scheduled on Allstate and the adjustor's motion to sever and abate, and because the discovery responses were needed before that hearing by the plaintiffs, counsel for Allstate and the adjustor agreed to pass that hearing as well. Thereafter, Allstate and the adjustor asked for a second extension to answer discovery.

Attached as Exhibit A are copies of a January 4, 1006, letter to Allstate's attorneys, a February 2, 2006, rule 11 agreement, and a February 17, 2006, rule 11 agreement from Allstate's lawyer. Then on February 24, 2006, Allstate and the adjustor served on plaintiffs their responses to interrogatories, requests for production, requests for admissions and disclosure responses. The interrogatories were not sworn to and contained numerous unfounded objections and a basic lack of information. Plaintiffs attribute this to Allstate failing to provide its lawyers with its file. On March 7, 2006, plaintiffs were forced to file a motion to compel

because adequate discovery responses were not forthcoming. Then on March 17, 2006, plaintiffs sent Allstate's lawyer a request for a description of withheld material in accordance with rule 192.3 of the Texas Rules of Civil Procedure. A copy of the March 17, 2006, letter requesting what many refer to as a privilege log has never been responded to. See Exhibit B, copy of letter to Allstate's lawyers. The Court's ruling on Plaintiff's Motion to Compel is still pending before this Court.

## II.

### Legal Grounds for a Dismissal

A motion to dismiss a case is not a proper vehicle for Allstate and its adjustor to escape legal liability. Allstate argues it has no direct liability to the plaintiffs under the insurance code. There is a case that addresses this issue and states that unlike federal court, Texas courts do not have a provision analogous to Federal Rule of Civil Procedure 12(b)(6) that allows Texas Courts to dismiss a case for failure to state a claim. The case states that Texas Courts should consider a request for a dismissal as general demurrer which is prohibited by rule 90 of the Texas Rules of Civil Procedure. See Fort Bend County v. Wilson, 825 S.W.2d 251, 253 (Tex. App.--Houston [14<sup>th</sup> Dist.] 1992, no writ).

Typically, courts can dismiss cases for: a failure to prosecute on the part of a plaintiff under rule 165 of the Texas



Rules of Civil Procedure, where a trial court does not have jurisdiction over a defendant or its property, or if a court does not have subject matter jurisdiction. If a plaintiff's petition allegedly does not state a cause of action against the defendant then the more appropriate thing to do is to have the plaintiff replead and then the defendant can move for an abatement. It is not proper to try to have a case dismissed when a defendant doesn't like the legal theories under which a case is prosecuted. A dismissal is most appropriate when there is a failure to prosecute the case. In this action, the plaintiff is diligently prosecuting this case. Plaintiffs sent out written discovery, received no meaningful responses, and then filed a Motion to Compel.

### III.

#### Motion for Continuance of Dismissal Hearing

Plaintiffs move that the court continue any dismissal hearing until such time as the defendants Allstate and David Gonzalez answer discovery. Plaintiffs' counsel is entitled to complete and honest discovery answers before it should have to respond to a dismissal motion.

### IV.

#### Response to Summary Judgment

Allstate and its adjustor seek a conventional motion for summary judgment and do not assert a no-evidence motion for summary judgment. They realize that a no-evidence motion for summary

judgment should be filed only after the non-movant has had an adequate time for discovery. Though the non-movant in this case gave the defendants two extensions to answer discovery and moved to compel discovery answers, no discovery have been forthcoming. This begs the question--Why have Allstate and David Gonzalez refused to answer discovery?

Most likely, they reviewed the information that has been requested and learned that the plaintiffs claims are meritorious and have failed to provide this information to their retained counsel. So now, after agreeing not to move for an abatement and a severance until defendants answer discovery, they have instructed their attorneys to move for a summary judgment. Defendants base their motion for summary judgment on an alleged pleading defect that is more appropriately addressed by way of special exception. As stated above, there is no Texas equivalent of a federal motion to dismiss. In this case plaintiffs have not established there is no fact question as to whether or not there is a cause of action against Allstate and David Gonzalez under the Texas Insurance Code.

As the Court aptly recognized at the last hearing on plaintiffs' motion to compel there is a claim for breach of contract, fraud, as well as an insurance code issue stemming from a breach of contract claim. Allstate may not like this lawsuit, but they should be required to answer discovery. Once they answer

discovery, if appropriate, then the Court can look and see whether the extra-contractual claims against Allstate should be abated.

Additionally, the authority cited by the defendants only applies to a specific provision of the Texas Insurance Code. It does not address more recent regulations promulgated by the Texas Department of Insurance. Unfortunately, these issues have not yet been fleshed out because no discovery has been forthcoming.

V.

Continuance of Summary Judgment Hearing

The defendants Motion for Summary Judgment is in fact only a motion for partial summary judgment based upon the lack of a cause of action under former Article 2121 of the Texas Insurance Code and a poorly disguised federal rule 12(b)(6) motion to dismiss for failure to state a claim masquerading as a dismissal and summary judgment motion. Plaintiffs believe that the cases cited by the defendants only discuss one aspect of the Texas Insurance Code and not all regulations in effect at the time of the underlying claim made the basis of this case. Before the Court takes away any insurance code claim as a matter of law, any summary judgment ruling should be postponed until such time as defendants Allstate and David Gonzalez answer discovery questions and appear for depositions. As it stands now, the adjustor and Allstate are even unwilling to swear to interrogatory responses.

VI.

Summary Judgment is Inappropriate at this Time

Allstate and David Gonzalez have not presented the Court with any summary judgment evidence. As a general rule, pleadings are not summary judgment evidence. A party cannot rely on factual statements contained in its own petition or answer as summary judgment proof. Hidalgo v. Shuradee S&I Assoc., 462 S.W.2d 540, 545 (Tex. 1971). The defendants have produced no affidavit testimony. In fact, they produce no affidavit or answers to discovery and have not even provided plaintiffs with their own statement.

There are no affidavits of disinterested witnesses supporting defendant's summary judgment or even the affidavit of an interested witness. Nor are there any expert affidavits attached to their summary judgment evidence. The court should not grant Allstate or David Gonzalez a partial summary judgment. The Court should instruct Allstate and its adjustor to respond to discovery and disclose what they are withholding.

VII.

Request for Judicial Notice

Plaintiffs request that the Court take judicial notice of the pleadings and facts not subject to reasonable dispute in adjudicating this matter.

WHEREFORE PREMISED CONSIDERED plaintiffs pray that the court continue any summary judgment hearing until such time as Allstate and David Gonzalez answer discovery or in the alternative deny any motion to dismiss or motion for partial summary judgment, take judicial notice of the pleadings, file, and conduct of Allstate in this matter and for such other and further relief to which plaintiffs are entitled at law and in equity.

Respectfully submitted,

ADAMS & GRAHAM, L.L.P.  
P. O. Box 1429 (78551-1429)  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550  
Phone: 956/428-7495  
Fax: 956/428-2954

By: 

Will Hughes  
State Bar No. 10240100

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing document was forwarded to the following counsel of record, on this the 2nd day of June, 2006 in the manner stated:

Ms. Esther Cortez  
Attorney at Law  
5415 N. McColl  
McAllen, TX 78504

Via CMRRR#7005 1160  
0000 5659 0939

Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5659 0922



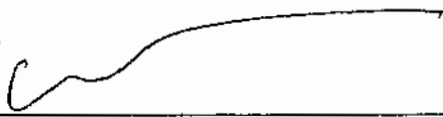
\_\_\_\_\_  
WILL HUGHES

JORGE MANLLO KARIM AND : IN THE COUNTY COURT AT  
 TERESITA S. DE MANLLO :  
 :  
 VS. : LAW NO. 5 OF  
 :  
 ALLSTATE COUNTY MUTUAL INSURANCE: COMPANY, DAVID GONZALEZ, AND :  
 TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

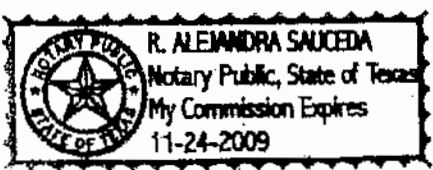
STATE OF TEXAS \*  
 \* AFFIDAVIT  
 COUNTY OF CAMERON \*

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared WILL HUGHES, known to me to be the person whose name is subscribed hereto, who being first duly sworn in the manner provided by law, on oath stated as follows:

1. My name is Will Hughes. I am over the age of 18 years, have personal knowledge of, and am competent and authorized to testify to the facts set forth herein;
2. The facts set forth in Paragraphs III and V are true and correct;
3. The continuance of the dismissal and summary judgment hearings are not sought for purposes of delay, but so that justice may be done; and
4. Further affiant sayeth naught.

  
 \_\_\_\_\_  
 WILL HUGHES

SWORN TO AND SUBSCRIBED before me, the undersigned authority by the said WILL HUGHES, on the 2nd day of June, 2006, to certify which witness my hand and seal of office.



  
 \_\_\_\_\_  
 Notary Public, State of Texas

**EXHIBIT A**



LAW OFFICES OF  
**ADAMS & GRAHAM, L.L.P.**

**WILL HUGHES**  
Board Certified in Health Law  
Texas Board of Legal Specialization

222 E. VAN BUREN, WEST TOWER  
P. O. DRAWER 1429  
HARLINGEN, TEXAS 78551  
adamsgraham.com

TEL (956) 428-7495  
FAX (956) 428-2954  
willhughes@adamsgraham.com

January 4, 2006

Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Re: Cause No. 05-3167-E  
Jorge Manllo Karim and Teresita S. De Manllo vs.  
Allstate County Mutual Insurance Company, David Gonzalez, and  
Tae Sun Cho a/k/a Sang M. Cho  
Our File No. M-1073

Dear Jeff:

Thank you for calling me in reference to the Manllo case. As per our discussion, please find enclosed Requests for Admission and Interrogatories to David Gonzalez. I understand you will not be representing the driver. I served her via certified mail. If there is a problem with obtaining service on the driver, please advise and if necessary I will have a process server serve Ms. Cho.

I appreciate your kind courtesies.

Very truly yours,

ADAMS & GRAHAM, L.L.P.

By: 

Will Hughes

WH/lj

Enclosure(s): As stated.

**ROEIG, OLIVEIRA & FISHER, L.L.P.**  
ATTORNEYS AT LAW

Jeffrey D. Roerig  
Rene O. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Crisanta Guerra Lozano  
Elizabeth G. Neally  
Victor V. Vichair  
David G. Oliveira

Cameron County Office  
855 West Price Road - Suite 9  
Brownsville, Texas 78520-8788  
Tel. 361 542-5686 Fax 361 542-0016

Hidalgo County Office  
10225 North 10th Street  
McAllen, Texas 78504  
Tel. 361 893-6300 Fax 361 893-1825

Adolph Guerra, Jr.  
D. Alan Erwin, Jr.  
Michael A. Zamora  
Rosemary Conrad-Sandoval  
Lucila Alvarado  
Jesus Quetzada, Jr.  
Adrian F. Martinez  
Liza M. Vasquez

Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

February 2, 2006

File No.: 25042

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

VIA FACSIMILE

RE: Cause No. CL-05-3167-E; Jorge Manillo Karim and Teresita S. De Manillo vs. Allstate County Mutual Insurance Company, et al.; In the County Court at Law No. 5 of Hidalgo County, Texas.

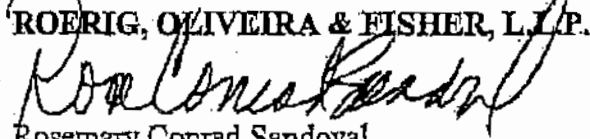
Dear Mr. Hughes:

This correspondence will serve to confirm my telephone conversation with you this morning. Specifically, Defendants, Allstate County Mutual Insurance Company's and David Gonzalez' Responses and/or Objections to Plaintiff's Requests for Production, Interrogatories, and Requests for Admission, will now be due on Friday, February 17, 2006. Further, Defendant, Allstate County Mutual Insurance Company agrees to pass the Hearing on its Motion to Sever and Abate scheduled for next week.

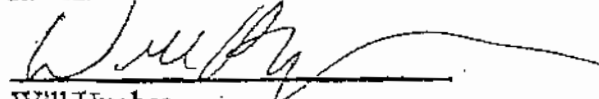
If this correspondence correctly reflects our agreement, please sign in the space provided below and return the same to my office by fax.

Thank you for your assistance in this matter.

Very truly yours,

ROEIG, OLIVEIRA & FISHER, L.L.P.  
  
Rosemary Conrad Sandoval

AGREED:

  
Will Hughes

**ROERIG, OLIVEIRA & FISHER, L.L.P.**  
ATTORNEYS AT LAW

Jeffrey D. Roerig  
Rene C. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Crisanta Guerra Lozano  
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Lucia Alvarado  
Jesus Quetzada, Jr.  
Adrian R. Martinez  
Liza M. Vazquez

Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

February 17, 2006

File No. 25042

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550.

VIA FACSIMILE

RE: Cause No. CL-05-3167-E; Jorge Manllo Karim and Teresita S. De Manllo vs. Allstate County Mutual Insurance Company, et al.; In the County Court at Law No. 5 of Hidalgo County, Texas.

Dear Mr. Hughes:

This correspondence will serve to confirm my telephone conversation with you this morning. Specifically, Defendants, Allstate County Mutual Insurance Company's and David Gonzalez' Responses and/or Objections to Plaintiff's Requests for Production, Interrogatories, and Requests for Admission, will now be due on **Friday, February 24, 2006.**

If this correspondence correctly reflects our agreement, please sign in the space provided below and return the same to my office by fax.

Thank you for your assistance in this matter.

Very truly yours,

ROERIG, OLIVEIRA & FISHER, L.L.P.

  
Rosemary Conrad Sandoval

AGREED:

  
Will Hughes

**EXHIBIT B**

LAW OFFICES OF

**ADAMS & GRAHAM, L.L.P.**

222 E. VAN BUREN, WEST TOWER  
P. O. DRAWER 1429  
HARLINGEN, TEXAS 78551  
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FAX (956) 428-2954  
willhughes@adamsgraham.com

March 17, 2006

Mr. Jeffrey Roerig (w/encls.)  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5657 8029

Re: Cause No. 05-3167-E  
Jorge Manllo Karim and Teresita S. De Manllo vs.  
Allstate County Mutual Insurance Company, David Gonzalez, and  
Tae Sun Cho a/k/a Sang M. Cho  
Our File No. M-1073

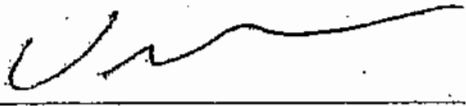
Dear Jeff:

In accordance with rule 192.3 of the Texas Rules of Civil Procedure, I am requesting a description of withheld material and information.

I appreciate your kind courtesies.

Very truly yours,

ADAMS & GRAHAM, L.L.P.

By:   
Will Hughes

WH/lj

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND : IN THE \_\_\_\_\_ JUDICIAL  
TERESITA S. DE MANLLO :  
 :  
VS. : DISTRICT COURT OF  
 :  
ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

ORDER SETTING HEARING ON PLAINTIFFS' RESPONSE TO DEFENDANT  
ALLSTATE COUNTY MUTUAL INSURANCE COMPANY AND DAVID GONZALEZ'S  
MOTION TO DISMISS AND/OR FOR SUMMARY JUDGMENT AND MOTION FOR  
CONTINUANCE OF SUMMARY JUDGMENT AND DISMISSAL HEARINGS UNTIL  
DEFENDANTS ANSWER DISCOVERY

BE IT REMEMBERED that on the date of signing this Order, Jorge Manllo Karim and Teresita S. De Manllo's Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment and Motion for Continuance of Summary Judgment and Dismissal Hearings Until Defendants Answer Discovery, having come to the attention of the Court and the Court being of the opinion that said Motion should be set for the hearing herein;

IT IS ACCORDINGLY ORDERED that said Motion be and same is hereby set for hearing herein on the \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED FOR ENTRY this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE PRESIDING

**EXHIBIT A**

LAW OFFICES OF

**ADAMS & GRAHAM, L.L.P.**

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FAX (956) 428-2954

willhughes@adamsgraham.com

**WILL HUGHES**  
Board Certified in Health Law  
Texas Board of Legal Specialization

January 4, 2006

Mr. Jeffrey Roerig  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Re: Cause No. 05-3167-E  
Jorge Manillo Karim and Teresita S. De Manillo vs.  
Allstate County Mutual Insurance Company, David Gonzalez, and  
Tae Sun Cho a/k/a Sang M. Cho  
Our File No. M-1073

Dear Jeff:

Thank you for calling me in reference to the Manillo case. As per our discussion, please find enclosed Requests for Admission and Interrogatories to David Gonzalez. I understand you will not be representing the driver. I served her via certified mail. If there is a problem with obtaining service on the driver, please advise and if necessary I will have a process server serve Ms. Cho.

I appreciate your kind courtesies.

Very truly yours,

ADAMS & GRAHAM, L.L.P.

By: 

Will Hughes

WH/lj

Enclosure(s): As stated.



**ROERIG, OLIVEIRA & FISHER, L.L.P.**  
ATTORNEYS AT LAW

Jeffrey D. Roerig  
Rene O. Oliveira  
V. Michael Fisher  
Ricardo Morado  
Irisanta Guerra Lozano  
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Victor V. Vicinair  
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Liza M. Vasquez

Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

February 2, 2006

File No.: 25042

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

VIA FACSIMILE

**RE: Cause No. CL-05-3167-E; Jorge Manillo Karim and Teresita S. De Manillo vs. Allstate County Mutual Insurance Company, et al.; In the County Court at Law No. 5 of Hidalgo County, Texas.**

Dear Mr. Hughes:

This correspondence will serve to confirm my telephone conversation with you this morning. Specifically, Defendants, Allstate County Mutual Insurance Company's and David Gonzalez' Responses and/or Objections to Plaintiff's Requests for Production, Interrogatories, and Requests for Admission, will now be due on **Friday, February 17, 2006**. Further, Defendant, Allstate County Mutual Insurance Company agrees to pass the Hearing on its Motion to Sever and Abate scheduled for next week.

If this correspondence correctly reflects our agreement, please sign in the space provided below and return the same to my office by fax.

Thank you for your assistance in this matter.

Very truly yours,

ROERIG, OLIVEIRA & FISHER, L.L.P.

*Rosemary Conrad Sandoval*  
Rosemary Conrad Sandoval

AGREED:

*Will Hughes*  
Will Hughes

**ROERIG, OLIVEIRA & FISHER, L.L.P.**  
ATTORNEYS AT LAW

Jeffrey D. Roerig  
Rene O. Oliveira  
W. Michael Fisher  
Ricardo Morado  
Cristina Guerra Lozano  
Elizabeth G. Neally  
Victor V. Vicinal  
David G. Oliveira

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Board Certified -  
Personal Injury Trial Law  
Texas Board of Legal Specialization

Board Certified -  
Civil Trial Law  
Texas Board of Legal Specialization

February 17, 2006

File No.: 25042

Mr. Will Hughes  
ADAMS & GRAHAM, L.L.P.  
222 E. Van Buren, West Tower  
Harlingen, Texas 78550

VIA FACSIMILE

**RE: Cause No. CL-05-3167-E; Jorge Manllo Karim and Teresita S. De Manllo vs. Allstate County Mutual Insurance Company, et al.; In the County Court at Law No. 5 of Hidalgo County, Texas.**

Dear Mr. Hughes:

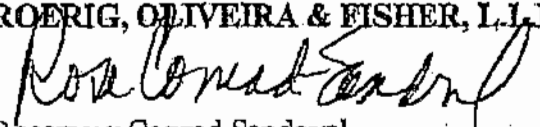
This correspondence will serve to confirm my telephone conversation with you this morning. Specifically, Defendants, Allstate County Mutual Insurance Company's and David Gonzalez' Responses and/or Objections to Plaintiff's Requests for Production, Interrogatories, and Requests for Admission, will now be due on **Friday, February 24, 2006.**

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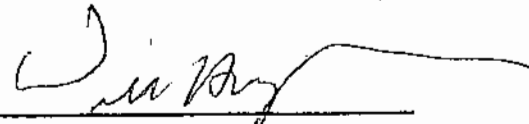
Thank you for your assistance in this matter.

Very truly yours,

ROERIG, OLIVEIRA &amp; FISHER, L.L.P.

  
Rosemary Conrad Sandoval

AGREED:

  
Will Hughes

**EXHIBIT B**

LAW OFFICES OF  
**ADAMS & GRAHAM, L.L.P.**

**WILL HUGHES**  
Board Certified in Health Law  
Texas Board of Legal Specialization

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adamsgraham.com

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FAX (956) 428-2954  
willhughes@adamsgraham.com

March 17, 2006

Mr. Jeffrey Roerig (w/encls.)  
ROERIG, OLIVEIRA & FISHER, L.L.P.  
855 W. Price Road, Suite 9  
Brownsville, TX 78520-8786

Via CMRRR#7005 1160  
0000 5657 8029

Re: Cause No. 05-3167-E  
Jorge Manillo Karim and Teresita S. De Manillo vs.  
Allstate County Mutual Insurance Company, David Gonzalez, and  
Tae Sun Cho a/k/a Sang M. Cho  
Our File No. M-1073

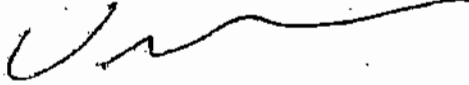
Dear Jeff:

In accordance with rule 192.3 of the Texas Rules of Civil Procedure, I am requesting a description of withheld material and information.

I appreciate your kind courtesies.

Very truly yours,

ADAMS & GRAHAM, L.L.P.

By:   
Will Hughes

WH/lj

CAUSE NO. CL-05-3167-E

JORGE MANLLO KARIM AND : IN THE \_\_\_\_\_ JUDICIAL  
TERESITA S. DE MANLLO :  
: VS. : DISTRICT COURT OF  
: ALLSTATE COUNTY MUTUAL INSURANCE :  
COMPANY, DAVID GONZALEZ, AND :  
TAE SUN CHO A/K/A SANG M. CHO : HIDALGO COUNTY, TEXAS

ORDER SETTING HEARING ON PLAINTIFFS' RESPONSE TO DEFENDANT  
ALLSTATE COUNTY MUTUAL INSURANCE COMPANY AND DAVID GONZALEZ'S  
MOTION TO DISMISS AND/OR FOR SUMMARY JUDGMENT AND MOTION FOR  
CONTINUANCE OF SUMMARY JUDGMENT AND DISMISSAL HEARINGS UNTIL  
DEFENDANTS ANSWER DISCOVERY

BE IT REMEMBERED that on the date of signing this Order, Jorge Manllo Karim and Teresita S. De Manllo's Response to Defendant Allstate County Mutual Insurance Company and David Gonzalez's Motion to Dismiss and/or for Summary Judgment and Motion for Continuance of Summary Judgment and Dismissal Hearings Until Defendants Answer Discovery, having come to the attention of the Court and the Court being of the opinion that said Motion should be set for the hearing herein;

IT IS ACCORDINGLY ORDERED that said Motion be and same is hereby set for hearing herein on the \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED FOR ENTRY this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
JUDGE PRESIDING

# **EXHIBIT P**

25042

CHIEF JUSTICE  
ROGELIO VALDEZ

JUSTICES  
FEDERICO HINOJOSA  
LINDA REYNA YANEZ  
NELDA V. RODRIGUEZ  
ERRLINDA CASTILLO  
DORI CONTRERAS GARZA

CLERK  
CATHY WILBORN



**Court of Appeals**  
**Thirteenth District of Texas**

NUECES COUNTY COURTHOUSE  
901 LEOPARD, 10TH FLOOR  
CORPUS CHRISTI, TEXAS 78401  
361-888-0416 (TEL)  
361-888-0794 (FAX)

HIDALGO COUNTY  
ADMINISTRATION BLDG.  
100 E. CANO, 5TH FLOOR  
EDINBURG, TEXAS 78539  
956-318-2405 (TEL.)  
956-318-2403 (FAX)

[www.13thcoa.courts.state.tx.us](http://www.13thcoa.courts.state.tx.us)

September 28, 2006

TO ALL ATTORNEYS OF RECORD:

Re: Cause No. 13-06-00458-CV  
Tr.Ct.No. CL-05-3167-E  
IN RE: ALLSTATE COUNTY  
MUTUAL INSURANCE COMPANY  
AND DAVID GONZALEZ

Dear Attorneys:

The relators' petition for writ of mandamus was DENIED WITH MEMORANDUM OPINION. A copy of the memorandum opinion is enclosed.

Very truly yours,

*Cathy Wilborn*  
Cathy Wilborn, Clerk

CW:ng  
Enc.

cc: Hon. Rosemary Conrad-Sandoval  
Hon. Will Hughes  
Hon. Scott T. Clark  
Hon. Roger W. Hughes  
Hon. Arnaldo Cantu, Respondent  
County Court at Law No. 5  
Eddy Trevino, County Clerk

SEP 29 2006



**NUMBER 13-06-458-CV**

**COURT OF APPEALS**

**THIRTEENTH DISTRICT OF TEXAS**

**CORPUS CHRISTI - EDINBURG**

---

**IN RE: ALLSTATE COUNTY MUTUAL  
INSURANCE COMPANY AND DAVID GONZALEZ**

---

**On Petition for Writ of Mandamus and  
Motion for Emergency Temporary Relief**

---

**MEMORANDUM OPINION**

**Before Justices Yañez, Rodriguez, and Garza  
Memorandum Opinion Per Curiam**

On August 18, 2006, relators, Allstate County Mutual Insurance Company and David Gonzalez, filed a petition for writ of mandamus with this Court in which they allege that on July 19, 2006, the respondent, the Honorable Arnoldo Cantu, Jr., Presiding Judge of the County Court at Law No. 5, of Hidalgo County, Texas, abused his discretion by entering an order granting plaintiffs' motion to compel responses to plaintiffs' interrogatories, requests for admission and requests for production.



Relators' petition for writ of mandamus asks this Court to order the respondent to issue an order denying plaintiffs' motion to compel, or in the alternative, to reconsider his ruling. In addition, relators filed an emergency motion for stay, asking this Court to order a stay of the trial court's order granting plaintiffs' motion to compel responses to plaintiffs' interrogatories, requests for admission and requests for production.

This Court stayed the trial court's order in the underlying action and requested a response from the real parties in interest, Jorge Manllo Karim and Teresita S. De Manlio.

Having examined and fully considered the petition for writ of mandamus, the real parties in interest's response, the relators' reply to response, and the real parties in interest's surreply, this Court is of the opinion that relators have not shown themselves entitled to the relief sought and the petition for writ of mandamus should be denied.

Accordingly, this Court denies the petition and lifts the stay granted on relators' emergency motion. The petition for writ of mandamus is DENIED. See TEX. R. APP. P. 52.8(a).

PER CURIAM

Memorandum Opinion delivered and  
filed this the 28th day of September, 2006.

# **EXHIBIT Q**

LEXSTAT TX INS CODE 541.060

TEXAS STATUTES AND CODES ANNOTATED BY LEXISNEXIS(R)

\*\*\* THIS DOCUMENT IS CURRENT THROUGH THE 2006 3RD CALLED SESSION \*\*\*

\*\*\* Annotations current through July 11, 2006 \*\*\*

INSURANCE CODE

TITLE 5. PROTECTION OF CONSUMER INTERESTS

SUBTITLE C. DECEPTIVE, UNFAIR, AND PROHIBITED PRACTICES

CHAPTER 541. UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS OR PRACTICES

SUBCHAPTER B. UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS OR PRACTICES DEFINED

**GO TO TEXAS CODE ARCHIVE DIRECTORY**

*Tex. Ins. Code § 541.060 (2005)*

§ 541.060. Unfair Settlement Practices

(a) It is an unfair method of competition or an unfair or deceptive act or practice in the business of insurance to engage in the following unfair settlement practices with respect to a claim by an insured or beneficiary:

(1) misrepresenting to a claimant a material fact or policy provision relating to coverage at issue;

(2) failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of:

(A) a claim with respect to which the insurer's liability has become reasonably clear; or

(B) a claim under one portion of a policy with respect to which the insurer's liability has become reasonably clear to influence the claimant to settle another claim under another portion of the coverage unless payment under one portion of the coverage constitutes evidence of liability under another portion;

(3) failing to promptly provide to a policyholder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of a compromise settlement of a claim;

(4) failing within a reasonable time to:

(A) affirm or deny coverage of a claim to a policyholder; or

(B) submit a reservation of rights to a policyholder;

(5) refusing, failing, or unreasonably delaying a settlement offer under applicable first-party coverage on the basis that other coverage may be available or that third parties are responsible for the damages

suffered, except as may be specifically provided in the policy;

(6) undertaking to enforce a full and final release of a claim from a policyholder when only a partial payment has been made, unless the payment is a compromise settlement of a doubtful or disputed claim;

(7) refusing to pay a claim without conducting a reasonable investigation with respect to the claim;

(8) with respect to a Texas personal automobile insurance policy, delaying or refusing settlement of a claim solely because there is other insurance of a different kind available to satisfy all or part of the loss forming the basis of that claim; or

(9) requiring a claimant as a condition of settling a claim to produce the claimant's federal income tax returns for examination or investigation by the person unless:

(A) a court orders the claimant to produce those tax returns;

(B) the claim involves a fire loss; or

(C) the claim involves lost profits or income.

(b) Subsection (a) does not provide a cause of action to a third party asserting one or more claims against an insured covered under a liability insurance policy.

**HISTORY:** Stats. 2003 78th Leg. Sess. Ch. 1274, effective April 1, 2005.

LexisNexis (R) Notes:

#### CASE NOTES

1. Under well pleaded complaint rule, removal was improper of a health care provider's state law claims related to treatment coverage under an employee benefit plan because there was no subject matter jurisdiction where, although the provider had standing to bring a civil enforcement action under ERISA, the provider elected to bring claims for prompt pay violations. *Mem'l Herman Hosp. Sys. v. Great-West Life & Annuity Ins. Co.*, 2005 U.S. Dist. LEXIS 40585 (S.D. Tex. June 30 2005).

2. There was no evidence to support the jury's finding that the insurer engaged in a deceptive act or practice pursuant to Tex. Bus. & Com. Code Ann. § 17.50 of the Texas Deceptive Trade Practices Act, given that there was no evidence that the insurer's engineer's report concerning the foundation of the insureds' home following a leak was not objectively prepared or that the insurer's reliance on the report was unreasonable, and the insureds failed to establish an insurer's unconscionability, for purposes of Tex. Bus. & Com. Code Ann. § 17.45(5), given that the insurer paid for repairs caused by the leak, the insurer did not perform an unreasonable investigation, did not violate the duty of good faith and fair dealing, and the record did not show that the insurer took advantage of the insureds' lack of knowledge or experience to a grossly unfair degree; thus, the court reversed the award of damages for violations, including "knowing violations," of

the Act and former Tex. Ins. Code art. 21.55. *United Servs. Auto. Ass'n v. Croft*, 175 S.W.3d 457, 2005 Tex. App. LEXIS 7032 (Tex. App. Dallas 2005).

3. Under well pleaded complaint rule, removal was improper of a health care provider's state law claims related to treatment coverage under an employee benefit plan because there was no subject matter jurisdiction where, although the provider had standing to bring a civil enforcement action under ERISA, the provider elected to bring claims for prompt pay violations. *Mem'l Herman Hosp. Sys. v. Great-West Life & Annuity Ins. Co.*, 2005 U.S. Dist. LEXIS 40585 (S.D. Tex. June 30 2005).

4. Under well pleaded complaint rule, removal was improper of a health care provider's state law claims related to treatment coverage under an employee benefit plan because there was no subject matter jurisdiction where, although the provider had standing to bring a civil enforcement action under ERISA, the provider elected to bring claims for prompt pay violations. *Mem'l Herman Hosp. Sys. v. Great-West Life & Annuity Ins. Co.*, 2005 U.S. Dist. LEXIS 40585 (S.D. Tex. June 30 2005).

# **EXHIBIT R**

1 of 1 DOCUMENT

TEXAS RULES  
Copyright © 2006 by Matthew Bender & Company, Inc.  
a member of the LexisNexis Group.  
All rights reserved.

\*\*\* THIS DOCUMENT IS CURRENT THROUGH JULY 7, 2006 \*\*\*

STATE RULES  
TEXAS RULES OF CIVIL PROCEDURE  
PART II. RULES OF PRACTICE IN DISTRICT AND COUNTY COURTS  
SECTION 4. Pleading  
A. GENERAL

*Tex. R. Civ. P. 51 (2006)*

Review Court Orders which may amend this Rule

Rule 51 Joinder of Claims and Remedies.

(a) *Joinder of Claims.* --The plaintiff in his petition or in a reply setting forth a counterclaim and the defendant in an answer setting forth a counterclaim may join either as independent or as alternate claims as many claims either legal or equitable or both as he may have against an opposing party. There may be a like joinder of claims when there are multiple parties if the requirements of Rules 39, 40, and 43 are satisfied. There may be a like joinder of cross claims or third-party claims if the requirements of Rules 38 and 97, respectively, are satisfied.

(b) *Joinder of Remedies.* --Whenever a claim is one heretofore cognizable only after another claim has been prosecuted to a conclusion, the two claims may be joined in a single action; but the court shall grant relief in that action only in accordance with the relative substantive rights of the parties. This rule shall not be applied in tort cases so as to permit the joinder of a liability or indemnity insurance company, unless such company is by statute or contract directly liable to the person injured or damaged.

#### CASE NOTES

1. Trial court erred in granting anti-suit injunction against defendants' further prosecution of an action in Pennsylvania regarding plaintiffs' failure to produce rough forgings for defendants' engines, which sounded in a claim for damages and for injunctive relief to continue production, as the circumstances did not fit within the four Golden Rule categories and there were no "very special circumstances" which justified the issuance of an anti-suit injunction; the claim of a multiplicity of suits lacked merit as the two Pennsylvania lawsuits, one of which was at law and one which was in equity, would have been combined into one action in Texas, pursuant to *Tex. R. Civ. P. 51. Avco Corp. v. Interstate Southwest, LTD.*, 145 S.W.3d 257, 2004 Tex. App. LEXIS 4027 (Tex. App. Houston 14th Dist. 2004).

2. Trial court erred in imposing sanctions against attorney who filed a medical malpractice suit against two doctors where: (1) It was not improper for the attorney to have alleged alternative allegations of negligence against the doctors; (2) the attorney had not received adequate notice of the allegations; and (3) the trial court failed to specifically detail the

sanctionable conduct in its order and explain the basis for the sanction. *Henry v. Low*, 132 S.W.3d 180, 2004 Tex. App. LEXIS 2960 (Tex. App. Corpus Christi 2004).

3. Trial court erred in granting anti-suit injunction against defendants' further prosecution of an action in Pennsylvania regarding plaintiffs' failure to produce rough forgings for defendants' engines, which sounded in a claim for damages and for injunctive relief to continue production, as the circumstances did not fit within the four Golden Rule categories and there were no "very special circumstances" which justified the issuance of an anti-suit injunction; the claim of a multiplicity of suits lacked merit as the two Pennsylvania lawsuits, one of which was at law and one which was in equity, would have been combined into one action in Texas, pursuant to *Tex. R. Civ. P. 51. Avco Corp. v. Interstate Southwest, LTD.*, 145 S.W.3d 257, 2004 Tex. App. LEXIS 4027 (Tex. App. Houston 14th Dist. 2004).

4. Trial court erred in imposing sanctions against attorney who filed a medical malpractice suit against two doctors where: (1) It was not improper for the attorney to have alleged alternative allegations of negligence against the doctors; (2) the attorney had not received adequate notice of the allegations; and (3) the trial court failed to specifically detail the sanctionable conduct in its order and explain the basis for the sanction. *Henry v. Low*, 132 S.W.3d 180, 2004 Tex. App. LEXIS 2960 (Tex. App. Corpus Christi 2004).

5. Trial court erred in granting anti-suit injunction against defendants' further prosecution of an action in Pennsylvania regarding plaintiffs' failure to produce rough forgings for defendants' engines, which sounded in a claim for damages and for injunctive relief to continue production, as the circumstances did not fit within the four Golden Rule categories and there were no "very special circumstances" which justified the issuance of an anti-suit injunction; the claim of a multiplicity of suits lacked merit as the two Pennsylvania lawsuits, one of which was at law and one which was in equity, would have been combined into one action in Texas, pursuant to *Tex. R. Civ. P. 51. Avco Corp. v. Interstate Southwest, LTD.*, 145 S.W.3d 257, 2004 Tex. App. LEXIS 4027 (Tex. App. Houston 14th Dist. 2004).

6. Trial court erred in imposing sanctions against attorney who filed a medical malpractice suit against two doctors where: (1) It was not improper for the attorney to have alleged alternative allegations of negligence against the doctors; (2) the attorney had not received adequate notice of the allegations; and (3) the trial court failed to specifically detail the sanctionable conduct in its order and explain the basis for the sanction. *Henry v. Low*, 132 S.W.3d 180, 2004 Tex. App. LEXIS 2960 (Tex. App. Corpus Christi 2004).



