



Farm Life Insurance Co., together with their parents, holding companies, affiliated business entities, departments, divisions, or any other organization in which they have a management or controlling interest; their current and former directors, officers, employees, agents, and representatives; any person over which they had or have control; or any person acting on their behalf.

3. “Correspondence” means any written exchange of information and/or data by electronic or regular mail, by telecopier, or by any other means.

4. “Document” refers to the term "document" as used in Super Ct. Civ. R. 34, and includes, without limitation, any printed, written, taped, recorded, graphic, computerized printout, electronically stored, or other tangible matter or materials from which information can be obtained. A draft or non-identical copy is a separate document within the meaning of this term.

5. A document “relates to” a given subject matter if it constitutes, contains, comprises, consists of, embodies, identifies, states, refers to, deals with, sets forth, proposes, shows, evidences, discloses, describes, discusses, explains, summarizes, concerns or otherwise addresses in any way that subject matter.

6. “Agents” refer to State Farm Agents, including but not limited to members of NASFA.

7. “Requests” refers to the requests for the production of documents contained herein.

### **INSTRUCTIONS**

1. All documents that respond, in whole or in part, to a Request should be produced in their entirety without any redaction(s). Documents that in the original condition were stapled, clipped or otherwise fastened together should be produced in such form. Documents which are segregated or separated from other documents, whether by inclusion in binders, files, subfiles, or

by use of dividers, tabs, or any other method, shall be left so segregated or separated. Documents shall be produced in the order in which they are maintained. Where multiple copies of documents exist, each non-identical copy should be produced.

2. All documents should be grouped together according to the individual paragraphs of the Request to which they are responsive or should be produced as they are kept in the usual course of business.

3. If, in responding to any Request, you object to responding to any part of the Request, you should respond to each part of the Request to which you do not object and state separately the grounds for objection.

4. If any privilege or protection is claimed as to any document, state the nature of the privilege or protection claimed (e.g., attorney-client, work product) and state the basis for claiming the privilege or protection. If less than an entire document is claimed to be privileged, furnish a copy of those portions of the document that are not privileged. For each document or portion of a document for which privilege or protection is claimed, provide the following information:

- A. the title of the document;
- B. the identity and title of each author;
- C. the identity and title of each recipient;
- D. the date of the document;
- E. a description of the document; and
- F. a statement of the basis on which privilege is claimed.

5. Use of the singular shall be deemed to include the plural and vice versa. The term “all” includes “any” and vice versa. The terms “and” and “or” should be interpreted as conjunctive, disjunctive, or both, depending on the context, so as to have their broadest meaning. Whenever necessary to bring within the scope of a Request all information or documents that

might otherwise be construed to be outside its scope, the use of a verb in any tense shall be construed as the use of the verb in all other tenses.

6. All Requests referring to correspondence or other transactions between two or more persons shall include without limitation correspondence or other transactions made or conducted through intermediaries.

7. In responding to Requests seeking documents relating to correspondence, you should produce, *inter alia*, all documents identifying such correspondence (e.g., telephone or telecopier records, logs, calendars, diaries, journals and journal entries, e-mails or memoranda).

8. You are under a continuing obligation to supplement or amend your responses to this request for production of documents to the extent required by the Rules of Civil Procedure and any other applicable court rules.

9. To the extent that any copy of any document whose production is sought, whether a draft or a final version, is not identical to any other copy thereof, by reason of alterations, notes, comments, initials, underscoring, indication of routing or other material contained thereon or attached thereto, such non-identical copy should be produced separately.

10. Unless otherwise stated or required by necessary interpretation of the category, these requests cover documents generated from January 1, 1996 to date.

#### **DOCUMENTS TO BE PRODUCED**

1. All documents which relate to State Farm's "Partnering Program," including but not limited to its purpose, inception, implementation, the Agreement, the advantages and disadvantages perceived by State Farm concerning the Program, and the effect of the Program on State Farm and on State Farm agents.

2. All documents that relate to the requirement that agents have a business plan including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning it and its effect on State Farm and on State Farm agents.

3. All documents that relate to the requirement that Agents take ethics training and/or participate in an ethics program, including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning the training or program, and the effect of the training or program on State Farm and on State Farm Agents.

4. All documents that relate to the requirement that Agents pay a certain amount of money per insured to use State Farm's customer response center, including but not limited to the requirement's purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning it, and the effect of it on State Farm and on State Farm Agents.

5. All documents relating to the requirement that Agents use the State Farm customer response center to advertise in the Yellow Pages using the State Farm logo, including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning the requirement, and the effect of it on State Farm and on State Farm Agents.

6. All documents relating to State Farm's sales of insurance over the internet, including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning the sales, and the effect of the sales on State Farm and on State Farm Agents.

7. All documents relating to State Farm's designation or appointment of certain Agents as Select Agents, including but not limited to the criteria used in making such

appointments or in refusing to make such appointments, and also including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning the Select Agent Program, and the effect of the Program on State Farm and on State Farm Agents.

8. All documents relating to State Farm's discontinuance of sales of health insurance through Agents.

9. All documents relating to State Farm's decision to restrict the rights of Agents to sell certain product lines, and/or to sell State Farm products in certain geographic areas.

10. All documents relating to State Farm's consent or denial of consent to Agents in response to Agent requests to sell or market insurance underwritten by insurers other than State Farm, including but not limited to all such denials, consents or denials made by State Farm pursuant to any Agent's Agreement, and also including but not limited to the purpose, inception, implementation, advantages and disadvantages perceived by State Farm concerning the consent provision in its Agent Agreements, and the effect of the consent provision and its implementation on State Farm and on State Farm Agents.

11. All documents relating to mandatory participation by Agents in State Farm's profit programs, including all annual auto and fire profit reports.

12. All documents relating to Quality Compensation of Agents, including Agreement AA97 official QRP results and actual State Farm company loss ratios, and, with respect to the quality compensation program, including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived by State Farm concerning the program, and the effect of the program on State Farm and on State Farm Agents.

13. All documents relating to the inception of the AA97 Agreement, including but not limited to its purpose, inception, implementation, the advantages and disadvantages perceived

by State Farm concerning the Agreement, and the effect of the Agreement on State Farm and on State Farm Agents.

14. Copies of the forms used by State Farm Compliance Officers when visiting an Agent's office for the purpose of ascertaining or monitoring compliance.
15. Copies of each High Priority Program that has been developed by State Farm for each State Farm zone.
16. The videotape of the speech and/or announcement by State Farm Vice-President Chuck Wright, relating to the first compliance meeting.
17. A copy of Internal Revenue Service form which relates to State Farm's certification in determining that its agents are independent contractors.
18. All documents relating to the creation of State Farm's cooperative advertising programs.
19. All documents sufficient to define the "role" of the Agent, as that term is employed by State Farm and including but not limited to all documents that have purported to change, amend or restrict the Agents' "role."
20. Documents sufficient to identify, for each State, the raw new business figures with respect to automobile and fire applications submitted by the Agents to State Farm for the years 1998-2002.
21. Documents sufficient to identify, for each State, the number of automobile and fire insurance applications solicited by Agents, for the years 1998-2002.
22. Documents sufficient to identify all Agents who are allowed to solicit insurance policies for other insurance carriers and the identity of those insurance carriers.
23. Documents sufficient to identify and verify the training received by Agents.

24. Documents sufficient to identify the average books of business of Agents, by State, for the years 1998-2002.

25. Documents sufficient to identify the information contained in State Farm's Annual Profit and Loss Reports for all States for the year 2002.

26. Documents sufficient to identify any and all increases in automobile and fire insurance premiums charged to policyholders for the years 2001 and 2002.

27. All documents relating to State Farm's affirmative defense number 3.

28. All documents relating to State Farm's affirmative defense number 4.

29. All documents relating to State Farm's affirmative defense number 5.

30. All documents relating to State Farm's affirmative defense number 6.

31. All documents relating to State Farm's affirmative defense number 7.

32. All documents relating to State Farm's affirmative defense number 8.

Dated: April \_\_\_\_, 2003

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ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this \_\_\_\_\_ day of April 2003, a copy of Plaintiff's First Request for Production of Documents were sent via facsimile and by first class mail, postage prepaid to Lawrence H. Martin, Esquire, Foley, Hoag & Eliot, LLP, 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006, Attorneys for Defendant.

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Allan P. Hillman