IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ-2025-135
	)	
STATE FARM FIRE & CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC.,	)	
	)	
Defendants.	)	

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER AND TO QUASH AND/OR STAY DEPOSITION NOTICE OF NICOLE MANDUCA

Plaintiffs' Response does not demonstrate the deposition testimony they seek from Nicole Manduca is relevant or proportional. The Response mischaracterizes documents and testimony and relies on unsupported speculation about an alleged enterprise-wide "scheme" to defraud insureds. But Plaintiffs fail to explain ***how*** their speculative allegations impacted the claim decision here and have taken zero case specific testimony from which they could even make this argument. This is fatal to their Notice, because "the mere fact that a plaintiff offers a 'broad theory of the case' does not automatically justify equally broad discovery, 'unless the discovery is relevant to the plaintiff's actual claims or defenses.'" *Abigail Ross v. Univ. of Tulsa*, No. 14-CV-484-TCK-PJF, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015).[1] The Court should grant State Farm's Motion.

I. Plaintiffs Rely on Misstatements to Support their Allegations and Do Not Explain How The Testimony They Seek Relates to Their Claims.

Plaintiffs' opposition is premised on inaccurate assertions regarding documents and testimony. For one, Plaintiffs continue to rely on a 14-year-old memorandum (Resp. at 1) that Analyst Gina Prine authored in March 2012 while in Claim Automation & Procedure concerning potential expense savings which State Farm has repeatedly shown is unrelated to indemnity and was never adopted anyway. *See* Ex. 2. Moreover, while Plaintiffs suggest Ms. Manduca's testimony in other matters confirms its relevance here, they cite only to argumentative characterizations from the ***briefing of plaintiffs in another case*** that "Ms. Manduca served as the head of State Farm's FME program-a program through which State Farm explicitly set out to

[1] Because "[t]he Oklahoma Discovery Code mirrors the Federal rules," *Meritor, Inc. v. State ex rel. Bd. of Regents of Univ. of Oklahoma*, 2019 OK CIV APP 64, ¶ 20 n.15, 451 P.3d 914, 922 n.15, Oklahoma courts often look to "discovery procedures in the federal rules when construing similar language in the Oklahoma Discovery Code," *Crest Infiniti II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999.

reduce the number of full roof replacements it covered," and that "Ms. Manduca was questioned about a document relating to State Farm's Fire Accuracy Dashboard"—without actually referencing any testimony by Ms. Manduca in response to such questions. (Resp. at 10.)

Plaintiffs also distort the testimony of former Claim Consultant Tom Moss in *Barnett v. State Farm*, CJ-2020-141 (Grady Co. Okla. April 8, 2024) to argue the FME "worked with State Farm's Enterprise Technology division to create rules within State Farm's Xactware software" and that "State Farm uses these rules to accomplish pre-determined objectives"—including "total roof replacement." (Resp. at 7–8.) But Mr. Moss never testified about any such rules; ***nor do such rules exist.*** Rather, Mr. Moss explained that the FME team worked with Enterprise Technology on a ***single*** rule after identifying certain items commonly excluded from or duplicative of other items in an estimate. (Ex. 1, Moss Dep. at 118:25-119:8.) Plaintiffs further ignore that this was only a prompt and "didn't force them to change anything" in an estimate. (*Id.* 119:4.)[2]

Regardless, *even if* Plaintiffs had established facts of alleged efforts to reduce claim payments (they have not), they show nothing to suggest its application here other than that the roof was not totaled by State Farm. (Resp. at 13.) It is telling that Plaintiffs cite only to innocuous, unrelated statement on Ms. Manduca's LinkedIn page referring to her work in "improving quality results," which has no connection whatsoever to claim denials, and to the same discredited memorandum from March 2012 that is unrelated to indemnity. (*Id.*) These materials do not support their position. Merely saying a proposed witness has some connection to a supposed

[2] Plaintiffs also argue that the FME "developed the 'Wind/Hail Playbook,' a [purported] menu of training items intended to alter State Farm's approach to handling wind/hail claims." (Resp. at 2.) But the purported "Playbook" is a series of emails discussing how to improve communication between State Farm, its agents, and insureds. Those emails were not collected into any formalized training or instruction materials. Moreover, they were sent and received ***years*** before Plaintiffs' claim and are entirely irrelevant to that claim.

"scheme" and speculating the scheme "includes Plaintiffs' claim denial" (Resp. at 13) does not support an order compelling the testimony.

II. Plaintiffs' Notice is Not Proportional to the Needs of the Case.

Likewise, Plaintiffs' bald contention that Ms. Manduca's testimony "meets the requisite proportionality factors" is not based on applicable law or fact. (Resp. at 14.) Plaintiffs' conclusory argument that Ms. Manduca's testimony must be proportional because Plaintiffs allege "bad faith" suffers from the same fatal flaw as their relevance arguments. Plaintiffs have not deposed a single case specific witness and thus have not referenced a single fact about *how* State Farm handled their claim, let alone any fact showing some nefarious conduct relating thereto.[3]

Plaintiffs also misstate that State Farm's proportionality argument are premised on the apex doctrine. (Resp. at 16–17.) State Farm made no such apex doctrine argument regarding Ms. Manduca. Rather, State Farm analogized the Manduca Notice to the deposition notices the court disallowed in *Evans v. Allstate Ins. Co.*—just as the *Evans* court denied the depositions of corporate officers because they had no unique personal knowledge of the underlying facts, so, too, this Court should quash the Manduca Notice because "Ms. Manduca has no unique personal knowledge of the facts and circumstances surrounding Plaintiffs' insurance claim." (Motion to Quash at 9, citing *Evans v. Allstate Ins. Co.*, 216 F.R.D. 515, 516-518 (N.D. Okla. 2003).) Given that Plaintiffs have yet to take the depositions of the State Farm personnel who were directly

[3] Nor does Plaintiffs' punitive damages claim justify the invasive discovery sought. (Resp. at 16.) The dispute at issue concerns the extent of damage to Plaintiffs' roof, and Plaintiffs have not deposed any fact witnesses to challenge State Farm's judgment about such damages. Thus, the notion that a punitive damages claim will reach the jury lacks any basis. Regardless, State Farm cannot be penalized multiple times for the same alleged conduct. 23 Okla. Stat. § 9.1(C). Plaintiffs' counsel has filed multiple cases against State Farm, each alleging the same purported scheme and each seeking punitive damages. However, even if punitive damages were ever awarded—which State Farm contends should not occur—any such recovery would result in a corresponding reduction of punitive damages in all subsequent cases.

involved in handling their claim, the deposition of Ms. Manduca represents an improper fishing expedition and is not proportional to the needs of the case.[4]

Plaintiffs also mischaracterize State Farm's Motion as an attempt to "dictate the order in which Plaintiffs notice relevant depositions in this matter." (*See* Resp. at 3.) Plaintiffs miss the point. State Farm's Motion is, fundamentally, about Plaintiffs' failure to demonstrate the relevance of Ms. Manduca's testimony where they have not identified ***a single fact*** connecting her—or her involvement in the Fire Model Enhancement program to the specific claims decision they are challenging. ***Indeed, Plaintiffs themselves concede that they "do not allege Manduca performed specific adjusting tasks on Plaintiffs' Claim."*** (Resp. at 2.)[5]

III. State Farm Has Not "Opened the Door" to Ms. Manduca's Deposition.

Finally, Ms. Manduca has not put her conduct "at issue" by providing a declaration in two other cases in which other plaintiffs (represented by Plaintiffs' counsel) made the same sort of overbroad misconduct allegations. (Resp. at 9.) Indeed, State Farm was forced to submit Ms. Manduca's declaration in opposition to motions to compel in those cases to correct similar misstatements and speculation Plaintiffs raise here. That State Farm was compelled to submit these short declarations in the context of discovery disputes only underscores Plaintiffs' failure to

[4] The fact that the Oklahoma Attorney General ("AG") was granted leave to intervene in a different lawsuit (*Hursh v. State Farm, et al.*, No. CJ-2025-2626)—which State Farm has opposed as inappropriate under Oklahoma law—has no bearing on the relevance or proportionality of the discovery sought here. As the AG essentially concedes, his request to intervene was based solely on ***allegations*** in that plaintiff's petition concerning the purported "scheme"—the same unsupported allegations copied here, not following any investigation into State Farm. The AG's proposed Petition confirms that its factual allegations are made on "information and belief"—not evidence.

[5] Plaintiffs also cannot establish proportionality simply by asserting that "State Farm's parent company has a net income in 2024 of $5.3 billion with billions of dollars in assets." (Resp. at 16.) Merely proclaiming that a party is a multi-billion-dollar company does not establish the proportionality of the discovery ordered. *See Connect Insured Tel., Inc. v. Qwest Long Distance, Inc.*, No. 3-10-CV-1897-D, 2011 WL 4736292, at *3 (N.D. Tex. Oct. 6, 2011).

connect their speculative theories to their particular claims and the irrelevance of the testimony they seek.

Plaintiffs' citation to *Reed v. Illinois*, 318 F.R.D. 77, 80 (N.D. Ill. 2016) is inapposite. In that case, the deponent conceded in a brief that she had relevant knowledge about the subject matter at issue: a probate case and the distribution of her mother's assets. The court held the deponent could be deposed because she had "concede[d] in her reply brief that she was actually a part of [the probate] proceedings." *Id.* Plaintiffs cite no authority establishing that submitting a short declaration to rebut relevance or proportionality in the context of a discovery dispute necessarily subjects the declarant to a full deposition on the merits in a different case.[6]

IV. CONCLUSION

State Farm respectfully requests that the Court grant its Motion for a Protective Order and to Quash Plaintiffs' Deposition Notice of Nicole Manduca and enter the relief requested therein.

Timila S. Rother, OBA #14310
Paige A. Masters, OBA #31142
Amanda M. Finch, OBA #34650
CROWE & DUNLEVY
A Professional Corporation
Braniff Building
324 N. Robinson Ave.
Suite 100
Oklahoma City, OK 73102-8273
(405) 235-7700
(405) 239-6651 (Facsimile)
timila.rother@crowedunlevy.com

[6] The fact that some other Oklahoma courts have compelled the deposition of Ms. Manduca should not inform the Court's decision in this case, which involves different facts. Indeed, Plaintiffs fail to mention that Judge Balkman recently addressed a similar motion to quash the deposition of Ms. Manduca in Cleveland County, *Foster v. State Farm Fire & Casualty Co.*, No. CJ-2023-1426. Judge Balkman granted State Farm's motion to quash, holding that any deposition of Ms. Manduca was premature until and unless plaintiffs had provided evidence connecting the same alleged "scheme" to the facts of their case.

paige.masters@crowedunlevy.com
amanda.finch@crowedunlevy.com

ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

This is to certify that on the 27th day of February, 2026, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
John S. Sanders
Jake Denne
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102

Brad W. Burgess
Colby A. Stephenson
BURGESS & HIGHTOWER LAW FIRM
21 NW 44th Street, Suite 201
Lawton, OK 73505

Timila S. Rother

6201046

DECLARATION OF GINA PRINE

I, Gina Prine, make the following declaration pursuant to 12 O.S. § 426:

1. I am currently a Technology Analyst at State Farm Fire & Casualty Company ("State Farm") and have been in my current position since 2018. My prior title, back to January 2012, was Business Analyst. I have been a State Farm employee since 1999. Unless otherwise indicated, I have personal knowledge of the facts set forth herein and am competent to testify thereto if called as a witness.

2. Prior to July 6, 2015, my name was Gina Russell.

3. Both in my former role as a Business Analyst and now as a Technology Analyst, I regularly assist in the evaluation and implementation of Xactware software products from Verisk Analytics that State Farm uses or considers for use. One of these Xactware tools, called Xactimate, provides estimates for the cost to repair or replace damaged structures, including roofs.

4. I do not have, and have never had, decision-making authority regarding State Farm's selection of software products or State Farm's tracking or analysis of indemnity payments. My role is limited to examining how a proposed software application works from a technical standpoint with other existing applications and whether proposed software will improve efficiencies in claims handling and be useful to claims adjusters.

5. In March of 2012, State Farm was evaluating whether to implement an update to Xactimate called Service Pack 27.5, and, as part of that evaluation, assessed the potential efficiency gains and impact on operating expenses of the "Aerial Sketch" tool included in the update.

6. As one of my first assignments in my role as a Business Analyst, I was asked to prepare draft talking points in March 2012 regarding the implementation of Service Pack 27.5, including potential impact on operating expenses from the use of Aerial Sketch, to present at an

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internal State Farm meeting known as "DCAB." Specifically, I was instructed to "provide a high-level sketch on the reason for the change, impacts of not doing it and if there will be any impacts on production, and in particular ECS." *See* Exhibit 1.

7. At the time, State Farm used a tool called EagleView, which cost $35-$45 per request, while Aerial Sketch promised to produce a roof estimate at $4.85-$6 per request. Aerial Sketch also promised to allow claim representatives to produce roof estimates immediately, which, as noted in the draft talking points I prepared, would hopefully "accelerate[] a payment to our customers." In sum, State Farm evaluated whether the Service Pack 27.5 would help to "provide an accurate amount owed to the customer, no more and no less, pay what is owed."

8. State Farm ultimately chose not to purchase the Xactimate Service Pack 27.5 because of performance issues and problematic features identified during testing. *See* Exhibit 2. Additionally, my talking points were never finalized or presented, as Service Pack 27.5 was removed from the DCAB meeting agenda. *See* Exhibit 3.

9. The introductory sentence in the talking points that I drafted in March 2012 states that "P&C Claims is focusing on what we can do to lower our indemnity payments related to Roofs." *See* Exhibit 4; Exhibit 5. My use of the word "indemnity" was inaccurate as I intended to describe a focus on lowering the operational expenses associated with the adjustment of roof claims through the use of tools that were more cost-effective than those currently in use. That sentence does not accurately describe the goal or purpose of this project or my role as a Business Analyst. Rather, the focus of my work on this project was whether the Service Pack 27.5 tool would improve services to insureds and reduce the costs of such services. In drafting the document, I did not intend to convey an effort, through this potential tool or any other project, to reduce indemnity payments owed to insureds.

10. In using the word "indemnity," I was not referring to payments State Farm makes to policyholders and, instead, was referring to operating expenses.

11. I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

By:__Gina Prine______________
Gina Prine

Gina Prine____________________
Printed Name of Gina Prine

Date: __6/27/2025________________

IN THE DISTRICT COURT OF GRADY COUNTY

STATE OF OKLAHOMA

STEVEN BARNETT and
MARSHA BARNETT,

Plaintiffs,

VS. Case Number
CJ-20-141

STATE FARM FIRE & CASUALTY
COMPANY; ART BAIRD; TODD ROWLAND
INSURANCE AGENCY, INC.; STEVE
BREED d/b/a STEVE BREED
CONSTRUCTION CO., INC.,

Defendants.

CERTIFIED COPY

* * * * *

VIDEOCONFERENCE DEPOSITION OF
THOMAS EDWARD MOSS
TAKEN ON BEHALF OF THE PLAINTIFFS
IN BLOOMINGTON, ILLINOIS
ON AUGUST 17, 2023
COMMENCING AT 9:51 A.M. CST

* * * * *

INSTASCRIPT, LLC
125 PARK AVENUE, SUITE LL
OKLAHOMA CITY, OKLAHOMA 73102
405.605.6880
schedule@instascript.net

Reported via Zoom by: Cheryl D. Rylant, CSR, RPR

Video Technician: Jon Womastek

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Q. (By Mr. Marr) What were they?
A. And I apologize, I'm trying to reflect. So, if it takes me a moment, I'm just reflecting back to see what those may have been.
Q. That's fine.
A. I haven't been on that team for about a year.
There was a recommendation around some of the common findings that we would see in files where maybe we had potentially over-scoped or under-scoped something on a roof. And so, one of the recommendations was to work with Xactimate to build a rule within Xactimate so if something -- if an estimate was being uploaded -- getting ready to be uploaded on a wind and hail claim and it had certain criteria met but other things weren't in the estimate, it would notify the estimate writer that, "Hey, do you need to include these items?"
It also -- that rule also said, if it met certain criteria, "Hey, you're including this other thing in the estimate and do you need to include it because it's already a part of another line item?"
So, that was one of the recommendations,

again working with Xactimate again on creating a rule that, as the estimate writer was working on the estimate, it would give them a prompt. It didn't force them to change, but it would give them a prompt to say either, "Here's some items you may want to consider adding or some items that you've added that are already included in other items within your estimate."

Q. And who established that rule within Xactimate or XactAnalysis?

A. Well, Xactimate would have created the rule.

Q. Well, who requested the rule? Did the committee - or excuse me - the team?

A. Yeah. Our team worked with Enterprise Technology who connected with Xactware to create that rule.

Q. Okay. And who -- who did you work with at Xactware?

A. I don't know who they worked with at Xactware. I know I've been on calls with Xactware, but I don't recall the names.

Q. Who did you work with at Enterprise Technology at State Farm, then, who was the one who passed along the rule that needed to be