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Case Number CJ-2025-135

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL & 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 RESPONSE TO PLAINTIFFS' SECOND MOTION TO COMPEL

Because Plaintiffs' Second Motion to Compel (the "Motion" or "MTC") is built on a false narrative their counsel has created and attributed to State Farm and its counsel, this Response unfortunately must devote space to correcting it. The sole basis of Plaintiffs' requests concerning "industry standards and/or benchmarks" is State Farm's purported attempt, through the FME, to "meet arbitrary benchmarks" in connection with its handling of wind/hail and roof claims. MTC at 4–5.[1] But, as shown by the actual transcripts, in essentially every instance, counsel for Plaintiffs change State Farm's limited reference to "data" to "standards," which do not mean the same thing,[2] and then extrapolate that to benchmarks for the number of roofs for which State Farm will purportedly pay. They then argue that counsel for State Farm relies on those "standards" and "benchmarks" as a defense which entitles them to what they seek to compel here. In short, Plaintiffs' counsel creates their own false narrative and then argue they are permitted discovery based upon it. Indeed, one of Plaintiffs' transcript cites for these arguments is shown to be false by the very next sentence in the transcript, and so counsel for Plaintiffs just omits that sentence. The need to change and exaggerate arguments to support this Motion is telling and truly inexcusable.

Further, Plaintiffs' accusation that State Farm is acting "contrary to the Discovery Code" is not only false, but is remarkable given that Plaintiffs: 1) move to compel responses to interrogatories 31-34 even though the limit is 30 absent specific procedures and leave of court, which they did not seek or obtain; 2) filed a 21-page brief without leave of court, despite the Local Rule's 20-page limit; and 3) disregarded the Discovery Code's requirement to respond to State Farm's discovery in 30 days, instead responding on day116 and then only after State Farm moved to compel. By contrast,

[1] *See, e.g.,* RFPs 45-52; MTC at 4–5.

[2] "Data" is simply information while "standard," as used by Plaintiffs here, is intended to reflect a rule or criteria.

when State Farm does object to Plaintiffs' irrelevant and disproportionate discovery—objections the Court has at times overruled and at times sustained—it does so timely and either complies with the Court's Orders or seeks leave of Court when compliance is not possible.

As to the actual requests, this Court recently ordered State Farm to produce what will be more than ***700,000*** documents when production is complete, including voluminous documents about the FME, as well as to produce for deposition Nicole Manduca, who Plaintiffs claim is the "leader" of the FME. While that is underway, and without waiting to see what it yields, Plaintiffs filed this second Motion to Compel seeking information that is either cumulative because it is directly encompassed within the scope of the Court's April 22, 2026 Order or unnecessary given everything else ordered. It is also irrelevant and disproportionate to the needs of the case.

Plaintiffs' additional requests for deposition transcripts and exhibits from other cases, as well as claim files associated with over five years of wind/hail roof claims and underwriting information for other Comanche County insureds, have no apparent or demonstrated connection to the handling of Plaintiffs' claim and seek confidential information of other insureds and/or information subject to protective orders in other cases. The Oklahoma Discovery Code's proportionality and relevance standards require Plaintiffs to proceed with the extensive discovery already ordered and, only if that discovery yields a concrete basis for doing so, return to the Court to seek additional information that is genuinely relevant and proportional to this claim. The current requests rest on speculation based on a fabricated record, and should be rejected.

I. FACTUAL AND PROCEDURAL BACKGROUND

The underlying dispute here is whether Plaintiffs' roof was totaled by hail. If it was and State Farm failed to find it was totaled by hail, then the question is whether that decision was in bad faith or instead simply a legitimate dispute as to the scope of the damage. There is substantial evidence that State Farm's claim decision was in fact correct—including two post-storm inspections by brokers/appraisers who identified no issues with the roof and evidence that the photos submitted to State Farm to persuade it to change its decision were not even of Plaintiffs' house. There is no evidence that State Farm's decision was in bad faith but only conclusory allegations of a scheme to deny roof claims, based simply on the fact that State Farm put together a team to evaluate the correctness of its claim determinations, implemented quality checks and then evaluated the results. Counsel's sinister spin on those unremarkable business operations is not evidence.

Plaintiffs have requested and received, or will be receiving, vast discovery aimed at this theory. Pursuant to its originally agreed production and what was ordered by the Court, on June 1, 2026, State Farm produced almost ***50,000 documents and expects to produce over 700,000 documents total.***[3] The production encompasses vast amounts of FME information that would subsume many of the requests at issue and yet Plaintiffs filed this second MTC in which they seek[4]:

- **"Industry Standards" and Benchmarks" Requests (Rogs 31-34; RFPs 45-52).** These requests seek production and identification of any wind/hail and full-roof-replacement "industry standards" and "benchmarks"—including any related reports, data, models, analyses, and scope of work documents—State Farm relied on for wind/hail claims and full roof replacements in connection with the FME, including associated claims-handling practices, performance metrics, and alleged efforts to reduce full roof replacement approvals to meet internal or industry benchmarks; the role of Accenture or other third parties in developing them; and State Farm's performance against them before and after the FME team's 2020 Dallas kick-off and 2021 Oklahoma rollout.

- **Deposition Transcripts Requests (RFPs 53-57).** Plaintiffs seek deposition transcripts and exhibits for five State Farm employees, none of whom were involved in Plaintiffs' claim, taken in five unrelated cases each of which had their own protective orders: Nicole Manduca in *Nida v. State Farm*; Tom Moss in *Barnett v. State Farm*; Sharon Arnold in *Johnson v. State Farm*; Jacqueline Draper in *Hosier v. State Farm*; and Jason

[3] The documents include claims training materials between 2019 and 2025; information between 2019 and 2025 regarding the FME and wind/hail initiatives, including purported tracking of roof replacements, indemnity savings, and payment volumes; six years of documents and communications relating to managerial approval requirements for full roof replacements; documents about alleged efforts to reduce indemnity payments for wind/hail claims; and all documents previously produced or ordered in six unrelated lawsuits, in addition to Quality Plans and emails of certain section managers and claims personnel about FME.

[4] As an organizational tool, State Farm herewith submits a chart of these requests organized by subject-matter with objections noted as Ex. 1.

Taylor in *Cunanan v. State Farm.*[5]

- **Other Insureds' Claim Files (RFPs 58-59).** Plaintiffs seek all Comanche County homeowner claim files since January 1, 2021 involving wind and hail roof damage, plus the corresponding underwriting materials reflecting each home's roof covering or rating.

II. ARGUMENT AND AUTHORITIES

A. The Oklahoma Discovery Standard.

The Oklahoma Supreme Court has made clear that relevance—the threshold requirement for obtaining discovery—"should be firmly applied." *See Quinn v. City of Tulsa*, 1989 OK 112, ¶ 63, 777 P.2d 1331, 1342 (*quoting Herbert v. Lando*, 441 U.S. 153 (1979)); *see also Nitzel v. Jackson*, 1994 OK 49, 879 P.2d 1222, n* ("Discovery is not without limitation. It must lead or tend to lead to relevant evidence."). Relevance to a "party's claim or defense"—as the Oklahoma Discovery Code requires[6]—is not simply assumed: when a request is overly broad, or relevance is not clear, "the requesting party must "demonstrate how their request [is] relevant to any party's claim or defense." *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, ¶16. As such, courts routinely deny discovery that is facially overbroad and irrelevant, such as when discovery requests "sweep in . . . all manner of organizational documents." *In re Kidd*, No. 3:20-CV-0800 (KAD), 2020 WL 5594122, at *12 (D. Conn. Sept. 18, 2020).[7] Nor does a "plaintiff's broad theory of the case ... necessarily justify broad discovery," and courts should thus endeavor to "thwart fishing expeditions." *Willis v. Johnson*, No. CIV-18-323-D,

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[5] *Nida v. State Farm et al.*, No. CJ-2020-4453 (Okla. Dist. Ct. Okla. Cnty.); *Barnett v. State Farm et al.*, No. CJ-2020-141 (Okla. Dist. Ct. Grady Cnty.); *Johnson v. State Farm et al.*, No. CJ-2019-4360 (Okla. Dist. Ct. Tulsa Cnty.); *Hosier v. State Farm et al.*, No. CJ-2021-1741 (Okla. Dist. Ct. Okla. Cnty.); *Cunanan v. State Farm et al.*, No. Civ-23-540R (U.S. Dist. Ct. W.D. Okla).

[6] 12 O.S. § 3226 (2025) ("Parties may obtain discovery regarding any matter, not privileged, which is ***relevant to any party's claim or defense***, reasonably calculated to lead to the discovery of admissible evidence and *proportional to the needs of the case*, considering [various factors].") (emphasis added).

[7] *See also Conservation L. Found., Inc. v. All-Star Transportation, LLC, No.* 3:21-CV-00201 (JBA), 2022 WL 16901999, at *3 (D. Conn. Nov. 11, 2022) ("[T]he Court does not need an affidavit to know that, in asking for substantially all information and documents related to the defendants' vehicles, real estate, operations, employee job responsibilities, and environmental compliance efforts ... [plaintiff] has requested production of a significant percentage of all the documents the defendants created over the past seven years.") (citing *In re Kidd*, 2020 WL 5594122, at *11).

2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021).

The Oklahoma Discovery Code, like the Federal Rules, provides that discovery must be "proportional to the needs of the case." 12 O.S. § 3226(B)(1)(a); Fed. R. Civ. P. 26(b)(1). Indeed, the Oklahoma Supreme Court has made clear that a trial court ***must*** consider the proportionality of requests before it may compel production. *See* Ex. 2, Order, *Werner Enters., Inc. v. Kirkland*, No. 122,385 (Okla. Sept. 24, 2024); *see also Chick-fil-A, Inc.*, 2026 OK 13, ¶ 11. "The proper scope of discovery is that which is <u>both</u> relevant to the claims or defenses <u>and</u> proportional to the needs of the case, <u>considering</u> the various factors." *Dodd v. Indian Health Care Res. Ctr. of Tulsa, Inc.*, No. 24-CV-00327-SH, 2024 WL 4648150, at *2 (N.D. Okla. Nov. 1, 2024) (emphasis in original).

In *Chick-fil-A, Inc. v. Ogden*, the Oklahoma Supreme Court applied the Discovery Code's relevance and proportionality standards to a discovery request with no apparent connection to the underlying incident and was thus "overly broad on its face." 2026 OK 13, ¶ 16. The Court held that the trial court erred in allowing facially overbroad discovery without requiring the requesting party to "initially demonstrate how their request was relevant to any party's claim or defense," *id.* ¶ 16, and reaffirmed that Oklahoma's relevance standard "focus[es] on the actual claims and defenses involved in the action," not merely its "subject matter." *Id.* ¶¶ 13-15. There, the parents of a two-year-old child sued Chick-fil-A for negligence and wrongful death after a vehicle struck and killed their child in the drive-through lane as the child walked toward the restaurant entrance in Yukon, Oklahoma. 2026 OK 13, ¶ 2.

The Oklahoma Supreme Court held that the trial court judge abused his discretion in granting the parents' motion to compel documents concerning injuries or deaths at Chick-fil-A restaurants nationwide, along with any "complaints or petitions" alleging negligence caused a motor vehicle-related pedestrian injury or death at any such restaurant, because the requests were facially overly broad and the trial court did not "require [Plaintiffs] to initially demonstrate how their request was relevant to any party's claim or defense." *Id.* ¶ 16. In so holding, the Court explained that 12 O.S. § 3226 "was amended in 2017 to more closely follow amendments to Rule 26 of the Federal Rules of Civil Procedure" and observed that "[t]he amendments . . . omitted language that had bearing on whether a discovery request is relevant" and, specifically, that it was no longer sufficient for discovery to be related to "***the subject matter***" without also being related to "any party's claim or defense." *Id.* ¶ 12 (emphasis added). Therefore, the Court explained that "[r]ecords related to any pedestrian accident that occurred in a Chick-fil-A parking lot may be relevant to the subject matter involved here. ***But that is no longer the standard.***" *Id.* ¶ 15 (emphasis added). The Court also observed that the "drafters of the federal rules" from which Section 3226 is derived "wanted to emphasize that 'proportionality' is a core element in assessing the scope of discovery." *Id.* ¶ 11.

Here, the Court should deny the Motion because (1) the prior discovery requests that are the subject of the Court's April 22, 2026 Order subsume many of Plaintiffs' requests; and, in any event, (2) Plaintiffs have not demonstrated how any of the disputed discovery requests (which are overly broad and facially irrelevant) relate to Plaintiffs' claims. Nonetheless, Plaintiffs seek additional enterprise-wide discovery for a span of five to sixteen years, or for an undefined period, that they contend relates to the *subject matter* of their counsel's invented scheme—one they have not shown impacted the claim decision they are challenging, as the law requires.

B. Plaintiffs' "Evidence" Does Not Establish A Scheme Involving "Industry Standards"

As a threshold matter, as explained in the introduction, none of the testimony or arguments Plaintiffs cite supports their contention that State Farm undertook "efforts to reach some benchmark with respect to State Farm's aggregate, pre-determined claim handling on Wind/hail Claims before those claims occur." (MTC at 7–8.) Indeed, counsel's false portrayal of every piece of information they put forward is alone grounds for denial of the Motion.

First, Plaintiffs cite their counsel's self-serving ***brief*** in *Nida v. State Farm* to argue that "Thomas Moss identified that State Farm's Scheme appeared to reflect efforts to reach some benchmark with respect to State Farm's aggregate, pre-determined claim handling on Wind/Hail Claims before those claims occur." *Id.* at 7. But, that brief selectively quotes from a document State Farm produced in another matter (HOSIERGAR0073099PROD) that—read in full—shows the opposite: Mr. Moss confirmed that State Farm does ***not*** [redacted]." Ex. 3.

Second, Plaintiffs misuse the testimony of Jason Taylor in *Kyger v. State Farm*, where Mr. Taylor served as State Farm's corporate representative on topics relating to Haag—***not*** the FME. MTC Ex. 9 at 12:1-13:10. In that off-topic questioning, ***Plaintiffs' counsel asked Mr. Taylor to read*** cherry-picked excerpts from documents **<u>Mr. Taylor expressly testified he had never seen and could not place in context</u>**. *Id.* at 244:3-245:4; 256:09-258:14. That testimony proves nothing about State Farm's alleged use of benchmarks or standards.

Third, Plaintiffs also selectively quote from the statements of State Farm's counsel at hearings in other cases, *Black v. State Farm*, No. CJ-2024-7827 (Okla. Cnty) and *Cox, et al. v. State Farm*, No. CJ-2024-7630 (U.S. Dist. Ct. W.D. Okla.), to suggest State Farm affirmatively invoked and relied on "industry standards" as a defense. MTC at 6, 9-11. But State Farm's counsel expressly stated in *Black* "according to [Plaintiffs] … you're going to hear about standards, ***there aren't standards, there aren't benchmarks. There's industry data***." MTC Ex. 12 at 36:6-13. And yet, counsel for Plaintiff in *Black*, just like here, said in a rebuttal argument moments later "Ms. Rother talked about 'industry standards. . . I've seen this. It's just industry standards'" and complained that

State Farm would not produce those standards. Tr. pp. 37, 69-70, Ex. 7 hereto. It was then only in response to counsel for Plaintiffs, again changing the words and the meaning, that Judge Mai made the statement that she would require production of "industry standards" if they were used *Id.* Counsel for Plaintiff does it again here.

Fourth, Plaintiffs' recounting of an email exchange relating to statements from an in-chambers appearance in another case, *Barlow v. State Farm* (MTC at 9-11; MTC Exs. 10-11), is not an admission that "industry standards" exist and the argument is silly. Initially, Plaintiffs continue their false or careless statements to the Court here by claiming that "State Farm makes this objection blindly, as the representations before Judge Russell were made by different counsel for a different firm and outside the presence of any counsel for Defendants entered into this case." (MTC at 9). In fact, as evidenced by the attached emails (Exs. 10-11), the undersigned was in fact counsel at the federal court *Barlow* in Chambers meeting (it was not in "open court" (MTC at 9)). Next, Plaintiffs' "you didn't respond to my false email immediately so it must be true" argument is based on the untenable premise that an email not met with an immediate objection becomes an evidentiary admission. If that were the law, parties could manufacture evidence by sending false emails and then treating any delayed response—or no response at all—as proof of their own arguments. In any event, State Farm's counsel ***did*** dispute counsel's misstatements in an email about two weeks later (MTC Ex. 11), did so again in discovery responses, and at every hearing since. MTC at 12; MTC Ex. 12 at Rogs 31-34; RFPs 46-47, 51-52. The Court need only review the existing transcripts to see that counsel for Plaintiff is rewriting the narrative.

Finally, and most egregiously, Plaintiffs' counsel gratuitously misuses excerpts from a hearing before a discovery master in the *Adair/Cox/Pruitt v. State Farm* cases pending in Oklahoma County to manufacture "additional examples of State Farm's being inconsistent regarding their 'industry standard' defense," claiming the undersigned "defended State Farm's use of Haag engineering as the 'industry standard' on roofs, and then confusingly claimed she did not say a word about 'industry standards.' (MTC, p. 6) That is false. The record shows counsel for State Farm mentioned only that Haag was industry standard for training on wind hail identification, said nothing at all about data or standards for the number of roof replacements or anything like it, and yet counsel for Plaintiffs launched into the same industry standards/benchmarks for total roof replacements argument they make here (an entirely different issue than Haag training) stating:

> And, Judge, what I think is really important here is Ms. Rother did make a defense today about industry standards. She talked on and on about how they learned that they needed to comply with certain industry standards and that they were overpaying. Well, every single one of these claims needs to be handled on their individual merits, but to the extent that they're relying on industry standards, they need to produce them. We have yet to see these industry standards.

Cox/Pruitt/Adair Hearing Transcript, at 95, Ex. 8 hereto. Because of this specific and recurring effort to attribute to counsel arguments not made and, as proven by their arguments in this MTC, that a failure to correct will later be cited as an admission, counsel for State Farm responded:

> Your Honor, I will say only that . . . I did not say a word about industry standards, which they then just used to make a whole new argument with which we disagree, and I'm not going to respond to. I did not -- I said we looked at closed claims. I didn't say anything about industry standards. She attributed that to me and then Mr. Sonne picked it up and made a whole argument around it that we specifically disagree with. **The only industry reference I made was to Haag being known in the industry for its training on wind and hail.**

Id. at 105-106. And then Plaintiffs' counsel, to imply inconsistent arguments and positions by State Farm leave out the argument to which counsel for State Farm was responding (quoted above) and the last sentence of the response (in bold above) that explains what was referenced instead.

C. Plaintiffs' Bad Faith Allegations Do Not Justify the Requested Discovery.

Plaintiffs' bare-bones bad faith allegations do not justify their expansive discovery requests concerning, *inter alia*, State Farm's enterprise-wide operations and/or dealings with other insureds. As the Oklahoma Supreme Court held in *Chick-fil-A*, the Court must limit discovery to the claims and defenses of ***the specific case at issue***, not to allegations of other wrongdoings. *Chick-fil-A, Inc.*, 2026 OK 13, ¶ 16. Plaintiffs' briefing and proffered evidence fail to show ***how*** the facts underlying ***their claim***—*i.e.*, the "specific [alleged] wrongdoing" here—reflect a "pattern and practice" or "scheme." *Id.* This alone warrants denial of the Motion. As stated in *Morecroft v. Farmers Ins. Co.*, No. 09-CV-175-TCK-FHM, 2010 WL 1257579, at *2 (N.D. Okla. Mar. 25, 2010):

> Although relevancy is broadly defined for discovery purposes, it is not without bounds. ***The broad scope of discovery does not give a Plaintiff pursuing a bad faith claim unfettered license to examine all data regardless of how attenuated a relationship that data may have to the decision-making pertaining to Plaintiff's particular insurance claim.***

(emphasis added). Accordingly, the *Morecroft* court denied the request for policies related to the insurer's loss ratio for Oklahoma motor vehicle claims from 2004 to 2008, because the "plaintiff [did] not provide[] the court with any information to support his theory or explain how it is applicable to this case." *Id.* at *2. Likewise, Plaintiffs offer no evidence from State Farm's claim-specific productions showing how their claim facts intersect with the claimed scheme. Because claim-specific evidence does not support Plaintiffs' theory, they instead distort the FME to a nefarious effort to deny roof claims. MTC at 4. State Farm has stated previously and reiterates that is simply argument of counsel and wrong. *See e.g.* Ex. 4, Declaration of Nicole Manduca ¶ 3. The alternative, abandoning all guidelines, training, and oversight, would leave policyholders exposed to arbitrary, inconsistent, and potentially uninformed decisions by untrained claim handlers.

D. Plaintiffs' Punitive Damages Claim Does Not Justify Broad Discovery.

Plaintiffs erroneously contend that the discovery at issue—particularly requests relating to industry standards and other insureds' claims files—is relevant to punitive damages. As the United States Supreme Court has made clear, punitive damages must be based on the alleged misconduct at issue in a particular case—not unrelated acts. *See State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 422 (2003) ("A defendant's dissimilar acts, independent from the acts upon which liability was premised, may not serve as the basis for punitive damages."); *see also Online Oil, Inc. v. CO&G Prod. Grp.*, LLC, 2018 OK CIV APP 1 ¶ 40, 419 P.3d 337, 350 (quoting *Campbell, supra*). Here, the claim file of every single homeowner in Comanche County who made a claim for wind or hail damage for the past five years, or purported "industry standards" Plaintiffs have not connected to the merits of this case, cannot justify punitive damages under that standard. To the extent Plaintiffs argue this discovery is necessary to investigate their alleged theory of the FME (MTC at 6–7, 15–17), as discussed above, the Court has already ordered FME-related discovery that will be sufficient for Plaintiffs to "investigate" their fabricated scheme. Any additional discovery in the name of punitive damages is unwarranted and disproportionate. Plaintiffs offer no evidence that State Farm's decision was based on anything beyond State Farm's judgment that there was no further damage beyond that estimated by State Farm (Pet. ¶ 40(c), (f), (k)). Thus, there is no factual basis for the notion that a punitive damages claim will even reach the jury.[8]

E. The Additional Discovery Sought Is Irrelevant and Disproportionate.

<u>Industry Standards & Benchmarks Requests (Rogs 31-34; RFPs 45-52)</u>.

As an initial matter, Plaintiffs' Motion to Compel Interrogatory Nos. 31-34 should be denied outright because they exceed the statutory limit of 30. 12 O.S. § 3233 ("The number of interrogatories to a party shall not exceed thirty in number.") If additional interrogatories are believed to be necessary, § 3233 has a very specific required procedure that Plaintiffs have not met or even attempted to meet, as follows:

If counsel for a party believes that more than thirty interrogatories are necessary, counsel

[8] If punitive damages were awarded based on the existence of a scheme (which State Farm denies), State Farm cannot be penalized multiple times for the same alleged conduct. *See* 23 O.S. § 9.1(C) (punitive damages against an insurer for breaching duty of good faith must be reduced by amounts paid in prior punitive damage verdicts in the state for the same conduct, and any award entered otherwise is void and reversible error). Plaintiffs' counsel alleges the same purported scheme and seeks punitive damages in multiple cases against State Farm. Thus, any punitive damages award must be reduced to the extent State Farm was already penalized for the same conduct and the idea of punitive damages justifying broad and excessive discovery is increasingly ineffective.

> shall consult with opposing counsel promptly and attempt to reach a written stipulation as to a reasonable number of additional interrogatories. Counsel are expected to comply with this requirement in good faith. In the event a written stipulation cannot be agreed upon, the party seeking to submit such additional interrogatories shall file a motion with the court (1) showing that counsel have conferred in good faith but sincere attempts to resolve the issue have been unavailing, (2) showing reasons establishing good cause for their use, and (3) setting forth the proposed additional interrogatories.

Id. Plaintiffs' Interrogatory Nos. 31-33 are unauthorized, compliance with § 3233 was not even attempted and those interrogatories must be denied on that basis alone. *See Wright v. Stagnaro Distributing, LLC*, No. 1:20-cv-369, 2021 WL 1383374, at *2 (S.D. Ohio Apr. 13, 2021) (denying untimely motion to serve nine interrogatories over the limit, noting that "[t]he Court cannot condone defendant's unilateral decision to ignore the requirements of [Fed. R. Civ. P.] 33(a)(1), which contains an unambiguous limitation on the number of interrogatories which can be propounded").[9]

As to the document requests (and the interrogatories if they were permissible), Plaintiffs' so-called "industry standards" requests already fall within the scope of the Court's prior order either specifically or in substance. The ***sole*** justification Plaintiffs assert for the requests in this category is their "industry standard" and "benchmark" theories under the FME (MTC at 4–5.) But Plaintiffs have already requested—and State Farm has been ordered to produce—voluminous FME-related documents and information, including documents and information related to management and executive employees involved in FME, third-party consultants and any related agreements, nationwide agent training and information dissemination, and detailed descriptions of the creation, implementation, and analyses related to FME and any other "wind/hail" initiatives. (*See, e.g.*, Rogs.

[9] Just last month, in three Western District of Oklahoma cases against State Farm involving nearly identical allegations and discovery, Judge Russell denied outright the plaintiffs motion to compel interrogatories that exceeded the Federal Court's limit of 25 interrogatories. *Barlow v. State Farm Fire & Cas. Co.*, No. 5:25-cv-00044-R (W.D. Okla. May 12, 2026), Dkt. 97, Order at 6, Ex. 9; *Porter v. State Farm Fire & Cas. Co.*, No. 5:25-cv-00187-R (W.D. Okla. May 12, 2026), Dkt. 81, Order at 1, Ex. 10; and *Cisneros v. State Farm Fire & Cas. Co.*, No. 5:25-cv-00042-R (W.D. Okla. May 12, 2026), Dkt. 77, Order at 1, Ex. 11.

6, 7, 9, 13, 28, 29; RFPs 21–24, 35–39, 43.).

Plaintiffs previously argued—in support of their ***First*** Motion to Compel—that these and other such requests were relevant and necessary, *inter alia*, to discover "the basis, analysis, and reports used to trigger State Farm's efforts to achieve some arbitrary ***industry standard***." (First MTC at 12 (emphasis added).)[10] In other words, documents regarding "industry standards" related to FME, if any exist and ***as Plaintiffs themselves previously acknowledged***, are already subsumed within Plaintiffs' prior requests for documents associated with the FME. State Farm disagrees that the materials previously sought are at all relevant to this case. Nonetheless, State Farm's Court-ordered production of FME-related documents—which State Farm does not concede are relevant or proportional to this case—renders moot or unnecessary a substantial portion of Plaintiffs' Motion.

In the alternative, if Plaintiffs' discovery requests seek something other than "industry standards" related to the FME, Plaintiffs have failed to satisfy Oklahoma's relevance standard. These requests are facially overbroad—seeking enterprise-wide information regarding, *e.g.*, State Farm's use of "industry standards" and work with Accenture or "any other third party" for at least 16 years—and the burden thus falls on Plaintiffs to "demonstrate how their requests are relevant to any party's claim or defense." *Chick-fil-A*, 2026 OK 13, ¶ 16. But at no point in their lengthy diatribe about "industry standards" do Plaintiffs identify any "standards" other than those related to State Farm's alleged use of metrics and data in the FME. (*See* MTC at 6–11.) Thus, to the extent Plaintiffs' new discovery requests extend beyond their old requests for documents related to the FME, Plaintiffs have provided no basis to find such documents relevant to their claims here.[11]

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[10] *See also id.* at 4 (arguing that the Court should grant Plaintiffs' First Motion to Compel because "Accenture provided State Farm with alleged "industry standards" on full roof replacements on Wind/Hail insurance claims nationwide" and that "State Farm and the WHMET acted upon Accenture's consulting and worked with Accenture to develop its Wind/Hail Scheme to reduce its internal performance measures on percentages of full roof replacements to the alleged much lower industry standards").

[11] Plaintiffs also mischaracterize State Farm's counsel's prior comments in an attempt to justify their expansive

What is more, to the extent Plaintiffs' requests seek to ***expand*** the scope of discovery beyond the limits of the April 22, 2026 Order, the Court should deny them for the same reasons it found that Plaintiffs' prior requests for, *inter alia*, "***all documents*** related to the Fire Model Enhancement" (RFP No. 14 (emphasis added)) and "***all documents*** related to the implementation of any measures, program rules, tactics, claims handling procedures or policies related to the Fire Model Enhancement" (RFP No. 15 (emphasis added)) were overbroad. That is, the Court sustained State Farm's objections to these and other unspecific requests for "all documents" related to the FME because they were insufficiently tailored. The same is true here to the extent Plaintiffs are using the new requests to end-run the Court's prior limitations on discovery relating to the FME. [12]

Nor have Plaintiffs identified any claim-specific information showing that State Farm's use of Accenture consulting services played any role in the handling of Plaintiffs' claim. Thus, Plaintiffs' requests for "all documents received or produced by Accenture" or "any other third party for any consulting or other work related to industry standards" (*see* RFP 47); all documents, data, or models supplied to Accenture regarding "industry standards" (*see* RFP 50); all documents, data, or models used by Accenture (*see* RFP 51); or all contracts, agreements, or scope of work documents between State Farm and Accenture (*see* RFP 52) are simply not relevant or proportionate to Plaintiffs' claims. Courts routinely deny plaintiffs access to information about their insurer's consultant engagements designed to improve claim handling when plaintiffs cannot directly connect that consulting work to the claim decisions at issue in their case. *See, e.g.*, *Nava v. Allstate Texas Lloyds*, No. 1:20-CV-415, 2021 WL 7906872, at *6 (E.D. Tex. July 14, 2021) (denying plaintiff's requests for documents

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requests. *See supra*, at 8.

[12] For example, in *Barlow*, Judge Russell denied requests for "all documents" and "all correspondence" related to the FME or other wind/hail initiatives finding the requests "not sufficiently tailored to the claims" and the use of omnibus phrases like "any and all" make it "difficult to identify the outer limit of the request and renders the requests overly broad." *Barlow*, at 6, 9, 10.

concerning the defendant's relationship with a consulting firm in a bad-faith insurance dispute because the plaintiff failed to show that the requests were tailored to her specific causes of action, and deeming them "a fishing expedition."); *Hall-Williams v. Allstate Ins. Co.*, No. CV 07-4257, 2008 WL 11355077, at *5-7 (E.D. La. March 28, 2008) (same; citing cases). The *Nava* and *Hall-Williams* holdings are consistent with the Oklahoma Supreme Court's directive in *Chick-fil-A* that trial courts must limit discovery based on the claims and defenses of ***the specific case at issue***, not on allegations of other wrongdoing. As in *Nava* and *Hall-Williams* Plaintiffs fail to show that Accenture's work for State Farm, or any analysis of "industry standards," played any part in the handling of their claim. The Motion should be denied on that basis alone.

Deposition Transcripts (RFPs 53-57). Plaintiffs seek the deposition transcripts and exhibits for the following current and former State Farm employees from five unrelated lawsuits involving different insureds, coverage issues, claim handling personnel, weather events, and circumstances:

- **Nida Claim (Deposition of Nicole Manduca).** RFP 53 seeks the transcript and exhibits to the deposition of Senior Leader/Director of Property & Casualty Operations Nicole Manduca from *Nida v. State Farm*, which involved an insurance claim arising from a storm on or about October 6, 2019, over three years before the alleged date of loss here.

- **Barnett Claim (Deposition of Thomas Moss).** RFP 54 seeks the transcript and exhibits to the deposition of former Claim Consultant Thomas Moss from *Barnett v. State Farm*, which involved an insurance claim arising from a weather event in June 2019, approximately four years before Plaintiffs' date of loss here.

- **Johnson Claim (Deposition of Sharon Arnold).** RFP 55 seeks the transcript and exhibits to the deposition of Section Manager Sharon Arnold from *Johnson v. State Farm*, which involved an insurance claim arising from a storm in August or September 2017 and May or June 2019, years before the alleged date of loss here.

- **Hosier Claim (Deposition of Jacqueline Draper).** RFP 56 seeks the transcript and exhibits to the deposition of Team Manager Jacqueline Draper from *Hosier v. State Farm*, which involved an insurance claim arising from a weather event on April 28, 2020, over three years before Plaintiffs' date of loss.

- **Cunanan Claim (Deposition of Jason Taylor).** RFP 57 seeks the transcript and exhibits to the corporate representative deposition of Team Manager Jason Taylor from *Cunanan v. State Farm*, which involved an insurance claim arising from a weather event on October 14, 2021, nearly two years before the date of loss here.

Plaintiffs' distorted characterization of the testimony in these transcripts concerning other claims—coupled with their conclusory assertions that Mr. Moss, Ms. Draper, Mr. Taylor, Ms. Manduca, and Ms. Arnold were involved in claim handling in Oklahoma and that these cases "involve[s] the same Scheme alleged here"—does not make the requested transcripts discoverable here. MTC at 11. Testimony from "other cases that involved completely different parties, circumstances and facts than those present in the instant action is irrelevant to plaintiff's claims and this lawsuit and, therefore, is not discoverable." *Randall v. Gov't Emps. Ins. Co.*, No. CIV-09-166-M, 2009 WL 10671732, at *3 (W.D. Okla. Oct. 26, 2009)[13] (denying motion to compel production of corporate representative depositions from other bad-faith suits involving underinsured motorist claims, noting "[w]hether an insurance company has acted in good faith is extremely fact-dependent and is governed by what the insurance company knew or could have known about the specific facts and circumstances in any given claim."). Alleging a "scheme" does not automatically entitle Plaintiffs to broad discovery from unrelated lawsuits without showing the requested discovery is relevant and proportional to the instant litigation. *Chick-fil-A*, 2026 OK 13, ¶ 15 (explaining relevance to the "subject matter" alone does not make information discoverable: "[t]hat is no longer the standard."). Plaintiffs must explain how discovery concerning other insureds' dissimilar claims is relevant and proportional to the claims and defenses at issue here. *See id.* Plaintiffs have not done so.

This "cloned discovery" also contravenes established authority holding that "wholesale duplicates of discovery produced in other litigation," based solely on overlapping issues, fails to meet relevance and proportionality standards. *TravelPass Grp., LLC v. Caesars Ent. Corp.*, No. 5:18-CV-

[13] Although *Randall* involved a corporate representative deposition, its reasoning applies equally to individual depositions taken in other cases.

153-RWS-CMC, 2020 WL 698538, at *6 (E.D. Tex. Jan. 16, 2020).[14] Documents produced in other cases are *not* public materials, and these requests thwart the protective orders intended to safeguard confidential information in those cases. *See, e.g., Good v. Farmers Ins.* Co., 2023 OK CIV APP 28, ¶ 14, 536 P.3d 961, 970, reh'g denied (Mar. 13, 2023) (rejecting request for productions in another lawsuit because discovery materials are not public materials).[15] RFPs 53-57 should be denied.

Other Insureds' Claim Files (RFPs 58-59). ***In its ruling on Plaintiffs' First Motion to Compel, the Court sustained State Farm's objections to Plaintiffs' demands that State Farm produce a voluminous amount of information about other insureds' claims in response to Plaintiffs' Interrogatory Nos. 3,[16] 22,[17] and 23.[18]*** April 22, 2026 Order. Plaintiffs acknowledge that RFPs 58 and 59 "seek substantially similar information and documents" to those they sought in ***the very interrogatories*** the Court denied in its April 22, 2026 Order. *See* MTC at 15. Nonetheless, they argue (in a footnote) that the Court should "revisit" its April 22, 2026 ruling as to their new Requests because they have limited those requests to "Comanche County" and the time period "2021 to the present." *See id.* at n.7. This is a distinction without a difference. In fact, Plaintiffs' new demands are ***even broader*** than the requests that the Court found irrelevant and overbroad.

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[14] *See also Goro v. Flowers Foods, Inc.*, No. 17-CV-02580-JLS-JLB, 2019 WL 6252499, at *18 (S.D. Cal. Nov. 22, 2019).

[15] *See also Thomas v. Farmers Ins. Co., Inc.*, No. 16-CV-17-TCK, 2016 WL 11258178, at *2 (N.D. Okla. Aug. 29, 2016) (denying discovery into other claims arising from the same kind of loss event); *AG Equip. Co. v. AIG Life Ins. Co.*, No. 07-CV-556-CVE, 2008 WL 5205192, at *5 (N.D. Okla. Dec. 10, 2008) (refusing to compel discovery of other insureds' claim files because "Plaintiffs have offered no foundation from which the Court can conclude that these files are relevant to the claims and defenses herein or may lead to admissible evidence").

[16] "Please identify all Wind/Hail Claims and corresponding civil cases in Oklahoma since January 1, 2019 wherein a Total or Full Roof Replacement was denied prior to a lawsuit being filed, but was subsequently approved and/or paid to an insured after the insured filed a civil lawsuit against State Farm."

[17] "Identify the total number of homeowners' wind/hail claims from 2019-present in Oklahoma in which State Farm found damage the insured roofs soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to exceed the policy's deductible."

[18] "Identify the total number of homeowners' wind/hail claims from 2019 to present in Oklahoma in which State Farm found damage the insured roof's soft metals (vent cap, guttering, etc.) but found the roof material itself (asphalt shingles, shake shingles, etc.) did not suffer enough damage to warrant a Full or Total Roof Replacement."

Plaintiffs demand a "***copy of every claim file*** where a homeowner made a claim for wind and hail damage to their roof in Comanche County since January 1, 2021 to the present" (RFP 58 (emphasis added)) and "any roof cover section or roof rating in the underwriting file for each home" (RFP 59). But RFPs 58 and 59 are facially overbroad, unduly burdensome, and are strikingly similar to the "dissimilar incidents" requests at issue in *Chick-fil-A*. These requests encompass claims arising from different weather events; handled by different claim personnel; and based on different factual circumstances. Plaintiffs have not explained, nor can they, how claims involving different policies, people, properties and storms are relevant to the issues here. *See Chick-fil-A, Inc.*, 2026 OK 13, ¶¶ 14-15; *City Nat'l Bank*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463. Indeed, the requested discovery—claim files for ***all*** wind/hail roof claims in Comanche County for five years regardless of claim outcome—extends even beyond the "subject matter" of the purported scheme to *deny* roof claims. Plaintiffs' cases (MTC at 16–17) only underscore the overbreadth of this request.[19] For example, in *Jones v. Farmers Ins. Co., Inc.*, No. CIV-11-159-R, 2012 WL 12863976, at *2 (W.D. Okla. Feb. 29, 2012), the court recognized that while pattern or practice evidence may be relevant, requiring a manual search of all "relevant" claims files imposed an undue burden. On reconsideration, the court held that the burden of reviewing all claims files outweighed their minimal relevance. (*See* Ex. 5, Order, *Jones v. Farmers Ins. Co., Inc.*, No. CIV-11-159-R (W.D. Okla. Apr. 20, 2012), Dkt. No. 86.)

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[19] Plaintiffs misplace reliance on *Reibert v. CSAA Fire & Cas. Ins. Co.*, as the court in that case limited requests relating to other claims to those ***directly in line*** with the plaintiffs' allegations regarding use of a specific third-party engineer for a period of three years. No. 17-CV-350-CVE-JFJ, 2018 WL 279348, at *9 (N.D. Okla. Jan. 3, 2018). Moreover, *Vining v. Enters. Fin. Grp., Inc.*, 148 F.3d 1206 (10th Cir. 1998), *Metzger v. Am. Fid. Assur. Co.*, No. CIV-05-1387-M, 2007 WL 4342082 (W.D. Okla. Dec. 7, 2007), *Markham v. Nat'l States Ins. Co.*, 122 Fed. App'x 392 (10th Cir. 2004), *Barnes v. Oklahoma Farm Bureau Mut. Ins. Co.*, 2000 OK 55, ¶ 19, 11 P.3d 162, 170, *as corrected* (July 25, 2000), *as corrected* (Aug. 9, 2000), *as corrected* (Jan. 16, 2001), and *Copeland v. Tela Corp.*, 2003 OK CIV APP 98, ¶ 3, 79 P.3d 1128, 1130 did not even address discovery disputes and instead involved evidentiary rulings limiting the admissible evidence to fact patterns similar to those at issue. Plaintiff also misstates *Allstate Vehicle & Prop. Ins. Co. v. Russell*, 2025 OK 79, 579 P.3d 728. There, the Oklahoma Supreme Court did not address the relevance of the production of claim files. The writ only challenged whether insureds' addresses could be disclosed and whether the plaintiffs properly served their request.

The same reasoning applies here.

As set forth in the Declaration of Jacob Nimesgerm (Ex. 6), claims materials are stored in State Farm's Enterprise Claim System ("ECS"). An electronic search of ECS identified ***2,969*** wind/hail claims in Comanche County, Oklahoma for the period January 1, 2021, through May 1, 2025. Ex. 6, ¶ 5. State Farm cannot, however, structure a query to determine which of the 2,969 wind/hail claims involved alleged roof damage, rather than damage to other parts of the property. *Id.* at ¶ 6. As such, further filtering is not possible to identify claims that meet the full criteria of RFP 58 and State Farm must manually review all 2,969 claim files to determine if they meet the criteria. *Id.* Claim file volume varies from less than one hundred to several thousand pages per claim. *Id.* at ¶ 7. For context, the Claim File at issue in this case is about 834 pages. Based on counsel's experience, reviewing a single claim file to determine if RFP 58's criteria are met would require at least 20 minutes. Applying this average to the 2,969 claims identified, the total review time would be at least 989 hours. But that would not end the inquiry. For each claim file responsive to RFP 58, RFP 59 demands production of "any roof cover section or roof rating in the underwriting file for each home." After manually reviewing 2,969 claim files for RFP 58, State Farm would need to collect and review each responsive home's underwriting information to identify any "roof cover section or roof rating" for production. Complying with these requests would require multiple reviewers and could cost hundreds of thousands of dollars in attorney fees—an extraordinary burden given the amount in controversy is a fraction of the compliance cost. *See Hammond v. Lyndon S. Ins. Co.*, No. CIV-19-245-D, 2019 WL 6118269 (W.D. Okla. Nov. 18, 2019) (finding that the cost to review 6,753 responsive claim files outweighed any possible benefit, especially given the amount in controversy).[20] The same logic the *Hammond* court applied to deny a compelling order applies here.

[20] In *Grove v. State Farm Fire & Cas. Co.*, No. 13-CV-754-JED-FHM, 2014 WL 11636148 (N.D. Okla. Sept. 23, 2014), the court denied plaintiffs' requests for five years of records relating to complaints of State Farm's

F. State Farm's Objections Are Proper.

Finally, Plaintiffs' claim that "State Farm's Responses here consist ***entirely*** of boilerplate objections." (MTC at 16 (emphasis in original).) That is false. State Farm's Responses explain how its objections apply to specific requests. Plaintiffs' argument also disregards the governing principles of the Oklahoma Discovery Code, as well as the legitimate concerns that underlie State Farm's objections.[21] State Farm's objections are not only proper but necessary to preserve its rights and to ensure that discovery is confined to matters of relevance, proportionality, and clarity as the law requires. Plaintiffs' expansive and unfocused discovery requests fail to meet these standards.

CONCLUSION

WHEREFORE, State Farm respectfully requests that the Court deny Plaintiffs' Second Motion to Compel.

Respectfully Submitted,

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

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claim handling, finding the requests were overly broad, unduly burdensome, and irrelevant.

[21] Plaintiffs' reliance on *Fed. Ins. Co. v. Indeck Power Equip. Co.*, No. CIV-15-491-D, 2016 WL 5173402, at *2 (W.D. Okla. Sept. 21, 2016) and *Touhy v. Walgreen Co.*, No. CIV-05-135-M, 2006 WL 1716646, at *1 (W.D. Okla. June 21, 2006), aff'd sub nom., 526 F.3d 641 (10th Cir. 2008), is misplaced because Oklahoma law is clear that burden to demonstrate relevance of a facially overbroad request lies with the requesting party.

CERTIFICATE OF SERVICE

This is to certify that on the 8th day of June, 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
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EXHIBIT 1

Neil and Lacy West v. State Farm Fire & Casualty Co. et al. **– No. CJ-2025-135**
(District Court of Comanche County, Oklahoma, Hon. Grant Sheperd)

<table>
<tr><th>No.</th><th>Discovery Requests</th><th>State Farm's Objection(s)</th><th>Period Covered</th></tr>
<tr><td colspan="4">"Industry Standards" and Benchmark Requests</td></tr>
<tr><td>IROG 31</td><td>Identify the industry standards regarding wind/hail claims and/or full roof replacements on wind/hail claims identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R, including what are the standards, where such standards are published, when were such standards identified and for what timeframe and geographical location, which insurance companies data were used or were otherwise relied upon in creating such standards, and why such standards were sought, created, or provided to or by State Farm.</td><td rowspan="3">• Exceeds the 30 Interrogatory limit set by 12 O.S.§ 3233(A);
• Seeks information not relevant to resolution of claims and defenses in this case;
• Unduly burdensome and not proportional to needs of case;
• Overly broad in scope (not limited to materials applicable to the specific insurance claim and/or coverages at issue in this litigation), and time (not limited to a reasonable period of time) , and geographic area (not limited to materials applicable to Oklahoma);
• Seeks irrelevant information regarding claims of other insureds;
• Seeks confidential business information invading privacy rights of non-party policyholders;
• Vague and ambiguous as to terms used;
• Seeks confidential/proprietary/ trade secret business information and/or information protected by attorney client or other legal privileges;
• Seeks information/documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce; and
• Impermissibly assumes facts.</td><td rowspan="3">2010 through present[1]</td></tr>
<tr><td>IROG 32</td><td>Identify and describe the role of Accenture, or any of its affiliates, or any other third party in identifying the industry standards regarding wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R, and the role of Accenture, or any of its affiliates, or any other third party in consulting, research, and other work with State Farm on the identification, development, and/or reliance by State Farm on such industry standards.</td></tr>
<tr><td>IROG 33</td><td>Identify and describe State Farm's performance in relation to any industry</td></tr>
</table>

[1] Plaintiff's discovery requests define the "Relevant Time Period" as 2010 through the present, unless otherwise stated in a specific discovery request.

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
	standards regarding wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R, both before and after the FME team implemented its tactics and Kick Off in Dallas in 2020 and subsequent introduction into Oklahoma by 2021.		
IROG 34	Identify and describe Your actions and analysis, including models, data used, the output relied upon, data sent to Accenture or any of its affiliates, and the supporting documentation relied upon to ensure that any industry standards regarding wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R, were accurate, vetted, and otherwise reflected actual claims and reliable data.		
RFP 45	Produce the industry standards and/or other standards or benchmarks relating to wind/hail claims and/or full roof replacements on Wind/Hail claims that You relied on and/or utilized in any way with respect to, regarding, or relating to (i) Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives, (ii) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Dallas County, Texas; (iii) implementation of Fire Model		

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
	Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Texas; (iv) implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma; (v) claims handling tactics or rules used related to such initiatives or plans; (vi) Fire Model Enhancement Guidelines; (vii) tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims; and/or (viii) a standard percentage of Full Roof Replacements to Your internal standard on percentage of Full Roof Replacements; and/or (ix) any opportunity for internal quality improvement by seeking to lower Your percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark.		
RFP 46	Produce Your files, including reports, analyses, analytics and data, agreements with third-parties, scopes of work, correspondence, and results and/or analysis regarding the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R.		
RFP 47	Produce all documents received or produced by Accenture, or any of its affiliates, and/or any other third party for any consulting or other work related to		

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
	the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R, including but not limited to reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by Accenture and/or any other third party.		
RFP 48	Produce all documents relating to State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to the industry standards identified in Interrogatories No. 31 and Requests for Production 45-47 both before and after the FME team implemented its tactics and Kick Off in Dallas, Texas in 2020 and subsequent introduction into Oklahoma by 2021, including internal quality improvement and/or lowering Your percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark.		
RFP 49	Produce all documents ensuring that any industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims identified in Interrogatory No. 31 and Requests for Production 45-47 both before and after the FME team implemented its tactics and Kick Off in Dallas, Texas in 2020 and subsequent introduction into Oklahoma by 2021 were accurate, vetted, and otherwise reflected actual claims and reliable data.		
RFP 50	Produce all documents, reports, data used, models, output relied upon, and other documentation that State Farm		

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
	supplied to Accenture, or any of its affiliates, and/or any other third party for any consulting or other work related to the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R.		
RFP 51	Produce all documents, reports, data used, models, and other documentation relating to Accenture's (or any of its affiliates) derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including the standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R.		
RFP 52	Produce all contracts, agreements, and/or scopes of work between State Farm and Accenture's (or any of its affiliates) relating to industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including the standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. State Farm, CIV-25-44-R.		
Deposition Transcripts			
RFP 53	Produce the deposition transcript and all exhibits attached thereto of Nicole Manduca taken on April 23, 2024 in *Nida v. State Farm et al.*, CJ-2020-4453, District Court of Oklahoma County. Oklahoma.1	• Seeks information not likely to lead to the discovery of admissible evidence, and not reasonably calculated to lead to relevant facts;	

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
RFP 54	Produce the deposition transcript and all exhibits attached thereto of Thomas Moss taken on August 17, 2023 in *Barnett v. State Farm et al.*, CJ-2020-141, District Court of Grady County, Oklahoma. See *supra* Note 1.	• Seeks information not relevant to resolution of claims and defenses in this case; • Cloned discovery undermines the Oklahoma Discovery Code - *See* 12 O.S. § 3226(B)(l); • Seeks to circumvent limits on the number and length of depositions and the limits on the number of other discovery requests - *See* 12 O.S. §§ 3230(a) 3233(A); • Seeks confidential business information invading privacy rights of non-party policyholders; • Seeks information protected by work product doctrine/attorney client privilege; and • Seeks to circumvent protective orders and confidentiality agreements that is against public policy and violates the Oklahoma Discovery Code.	
RFP 55	Produce the deposition transcript and all exhibits attached thereto of Sharon Arnold taken in *Johnson v. State Farm et al.*, CJ-2019-4360, District Court of Tulsa County, Oklahoma. *See supra* Note 1.		
RFP 56	Produce the deposition transcript and all exhibits attached thereto of Jacqueline Draper taken in *Hosier v. State Farm et al.*, CJ-2021-1741, District Court of Oklahoma County, Oklahoma. *See supra* Note 1.		
RFP 57	Produce the deposition transcript and all exhibits attached thereto of Jason Taylor taken in *Cunanan v. State Farm*, CJ-2023-520, United States District Court for the Western District of Oklahoma.		
Other Claims Requests			
RFP 58	Produce a copy of every claim file where a homeowner made a claim for wind and hail damage to their roof in Comanche County since January 1, 2021 to the present.	• Seeks information not relevant to resolution of claims and defenses in this case; • Unduly burdensome, and not proportional to needs of case; • Seeks information not likely to lead to the discovery of admissible evidence, and not reasonably calculated to lead to relevant facts; • Seeks confidential business information invading privacy rights of non-party policyholders; • Seeks confidential/proprietary/ trade secret business information and/or information protected by	January 1, 2021 - Present
RFP 59	For every homeowner claim file produced by State Farm in response to Request for Production No. 58, include any roof cover section or roof rating in the underwriting file for each home.		

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
		attorney client or other legal privileges; and • Seeks information/documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce.	

EXHIBIT 2

ORIGINAL

1059561035

FILED
SUPREME COURT
STATE OF OKLAHOMA

SEP 24 2024

JOHN D. HADDEN
CLERK

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

WERNER ENTERPRISES, INC., Petitioner,	)	
v.	)	No. 122,385
THE HONORABLE KORY KIRKLAND, Respondent,	)	
and	)	
JODI CROSS, as Personal Representative of the Estate of RAE ANN DARROW, deceased,	)	
and	)	
TIMOTHY CLEMONS and MICHAEL DENNIS PECK, Defendants.	)	

Rec'd (date)	9-24-24
Posted	JM
Mailed	JM
Distrub	JM
Publish ____ yes	T no

ORDER

Original jurisdiction is assumed. Okla. Const. art. 7, § 4. Petitioner Werner Enterprises, Inc.'s application to assume original jurisdiction is granted. A writ of mandamus is issued to Caddo County District Judge Kory Kirkland, or any assigned judge, in *Jodi Cross, as Personal Representative of the Estate of Rae Anne Darrow, deceased v. Werner Enterprises, Inc., et. Al.*, CJ-2021-47.

Respondent's December 20, 2023 Order compelling production of certain documents is unenforceable, as Respondent did not consider the proportionality test as outlined in Title 12 O.S., Section 3226(B)(2)(c), in determining the relevancy of the requested documents. Respondent, any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality factors stated in 12 O.S. Section 3226 (B(2)(c) along with all other statutory requirements before ruling on the discovery disputes.

DONE BY THE SUPREME COURT IN CONFERENCE ON THE 23rd DAY OF SEPTEMBER 2024.

CHIEF JUSTICE

CONCUR: KANE, C.J., and WINCHESTER, GURICH, DARBY and KUEHN, JJ.
DISSENT: ROWE, V.C.J., and KAUGER, EDMONDSON and COMBS, JJ.

EXHIBIT 3
FILED UNDER SEAL

EXHIBIT 4

DECLARATION OF NICOLE MANDUCA

I, Nicole Manduca, make the following declaration pursuant to 12 O.S. § 426:

1. I am currently a Claims Manager at State Farm Fire & Casualty Company ("State Farm") and have been in my current position since 2018. I have been a State Farm employee since 2000. 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. As part of my work as a Claims Manager, I was part of the Wind/Hail Fire Model Enhancement ("FME") which began in spring 2020.

3. The FME focused on quality claim handling and thus focused on both overpayment and underpayment of wind/hail claims. State Farm sought to improve consistency in handling wind/hail claims through training and documentation.

4. As part of its work, the FME prepared "Wind/Hail Guidelines" in June 2020, which provided guidance regarding claim handling and file documentation. The FME updated these guidelines throughout 2020 and into 2021.

5. The Wind/Hail Guidelines were incorporated into State Farm's operative wind/hail determination guidance document, Operation Guide 75-160, as of February 2022. The guidelines have not been updated since June 2021.

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

By: Nicole Manduca
Nicole Manduca

Date: 11/12/2025

EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

ROBERT JONES and LORENE JONES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**Case No. CIV-11-159-R**
	)	
FARMERS INSURANCE COMPANY, INC.,	)	
	)	
Defendant.	)	

ORDER

Before the Court are Defendant's motion to reconsider [Doc. No. 66] this Court's Order of February 29, 2012 [Doc. No. 51] and Plaintiffs' renewed motion to compel [Doc. No. 80].

Having reviewed these motions and the responses and replies thereto, the Court reconsiders its Order of February 29, 2012 and DENIES Plaintiff' renewed motion to compel for the following reasons. The parties have been unable to or failed to agree on a method of sampling of Defendant's claim files. The Court previously found that it would be unduly burdensome for Defendant Farmers to review all of its claim files to determine which of these files met the criteria set out by Plaintiffs so as to produce those files to Plaintiffs and answer Plaintiffs' interrogatory. The Court, however, did find that the files sought by Plaintiffs were relevant to Plaintiffs' claims. The Court now specifically finds that the undue burden to Defendant of conducting the review process necessary to ascertain which, if any, of its claims files are responsive to Plaintiffs' discovery request exceeds the minimal relevance those files have to Plaintiffs' claims. Defendant asserts that the shingles on Plaintiffs' north roof's slope had no compensable value, but acknowledges that even if they had any compensable value, Plaintiff's total contract claim would be for $4,000. Even if a jury found that Defendant's denial of that claim was in bad faith, the potential damages and punitive damages do not justify the extraordinary expenditure of time and expense necessary to respond to Plaintiffs' discovery requests. In summary, the Court finds that "the burden or expense of the proposed discovery outweighs its likely benefit considering the needs of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in the action and the importance of the discovery in resolving the issues." F.R.Civ.P. 26(b)(2)(c).

Defendant's motion to reconsider the Court's Order of February 20, 2012 [Doc. No. 66] is GRANTED and the Court's Order of February 29, 2012 is altered consistent with this Order and Plaintiffs' motion to compel [Doc. No. 40] responses by Defendant to Interrogatory No. 20 and Requests for Production Nos. 28 and 29 is DENIED. Plaintiffs' renewed motion to compel [Doc. No. 80] is DENIED.

IT IS SO ORDERED this 20th day of April, 2012.

David L. Russell

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

EXHIBIT 6

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

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

DECLARATION OF JACOB NIMESGERN

I, Jacob Nimesgern, hereby certify, under penalty of perjury, that the following is true and correct:

1. I am over the age of 21 years, of sound mind, legally capable of making this Declaration, and have personal knowledge of the facts contained in this Declaration.

2. I am a Technology Analyst in P&C Claims Enterprise Technology at State Farm Mutual Automobile Insurance Company ("State Farm Mutual"), the parent company for State Farm Fire and Casualty Company ("State Farm"). In my role, I have access to and am knowledgeable about the regular practices and procedures of State Farm as to the storage and retrieval of claim data.

3. It is my understanding that State Farm received the following discovery request in the above-mentioned case:

> **REQUEST FOR PRODUCTION NO. 58**: Produce a copy of every claim file where a homeowner made a claim for wind and hail damage to their roof in Comanche County since January 1, 2021 to the present. **[You may redact the identities and residential addresses of policyholders.]**

4. Materials relating to claims are kept on the State Farm Enterprise Claim System (ECS). To pull information from the ECS, certain queries need to be developed based on fields within ECS.

5. Relevant to Plaintiffs Request for Production ("RFP") No. 58, an electronic search of ECS was conducted that included the number of wind/hail claims submitted to State Farm in Comanche County, Oklahoma with a date of loss ("DOL") between January 1, 2021, and May 1, 2025. The report included the following parameters: fire line of business for Comanche County, Oklahoma concerning wind and hail cause of loss. This query revealed a total of 2,969 wind/hail claims in Comanche County, Oklahoma with a DOL between January 1, 2021, and May 1, 2025.

6. A query, however, can only be structured to search in ECS to identify claims for wind/hail damage to an insured property. State Farm cannot, however, further filter or structure a query to identify which of the 2,969 wind/hail claims in Comanche County involved damage specifically to the roof, as opposed to other parts of the property. As such, determining which of these 2,969 claims meet the specific criteria of Plaintiff's RFP No. 58 would require an intensive manual claim-by-claim review of each of the 2,969 unique claims.

7. The volume of materials associated with an individual claim depends on a variety of factors, including the severity of the damages alleged, the number of experts and other vendors involved, whether the claim is in active litigation, etc. The documents and/or other materials are not uniform in size or content. Accordingly, the materials associated with an individual claim may vary from less than a hundred pages to thousands of pages when provided to counsel's office for review in PDF format. For example, the claim files for the Plaintiffs' claim at issue here is approximately 834 pages.

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

6/4/2026 and East Peoria, Illinois

Jacob Nimesgern

(Date and Place)

(Signature)

EXHIBIT 7

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JAMES E. BLACK, JR., Plaintiff,	)	
vs.	)	**CASE NO. CJ-2024-7827**
STATE FARM FIRE AND CASUALTY COMPANY AND RANDALL YOUNG INSURANCE AGENCY, INC. Defendants.	)	

* * * * *

SEVENTH JUDICIAL DISTRICT OF OKLAHOMA

TRANSCRIPT OF PROCEEDINGS

HAD ON THE 20TH DAY OF JANUARY, 2026

BEFORE THE HONORABLE NATALIE MAI, DISTRICT JUDGE

* * * * *

Reported By:

Regina Garnett, CSR, RPR, CRR
Official Court Reporter
321 Park Avenue
Suite 706
Oklahoma City, Oklahoma 73102
(405) 713-7116

not owe, because otherwise premiums go up for everybody.

So as any responsible company would do, State Farm evaluates the accuracy of its claim handling. If it's paying claims it does not owe, it needs to improve. If it's not paying claims it should pay, it needs to improve.

So the scheme here is, according to them, State Farm's effort to improve that claim handling. And what came out of the Fire Model Enhancement Program, which is what you're going to hear all about, was a particular initiative under which State Farm -- after analyzing all kinds of data, not standards -- you're going to hear about standards, there aren't standards, there aren't benchmarks. There's industry data. There's State Farm's own data. And after analyzing that, State Farm concluded that -- and this is based on science -- that it appeared to be paying claims at a higher rate on roofs during storms where there was one inch or less hail damage and 50 mile per hour wind or less.

If you read all of the industry studies, hail of that size, wind of that speed is not likely to damage a roof. And so State Farm is evaluating whether it is paying claims when it should not.

And so what does it do based on the suggestion that it is paying claims in those categories when it shouldn't? It uses -- it puts in place a process by which the team manager, not several layers as Ms. Whitten represented, the team representative on a number of topics that I've seen here. It's just my question is: What is proportional to the claim here versus what is out there in the universe that you want access to that would make sense for this case.

MR. SONNE: Well, I --

MS. WHITTEN: Your Honor, if I could just very briefly with you. I think part of the proportionality analysis is not just Plaintiff's claims, but Defendants' defenses.

And you heard earlier Ms. Rother talk about industry standards, how everything they've done here is proper. Your Honor, that's sort of why this is proportional is every case we have against State Farm, we'll discuss the scheme. And we can only rely on things in the public record because the other documents are locked up in protective orders. But State Farm has access to all this discovery and they'll stand in front of the courts and say, "I've seen this. It's just industry standards. Everything we're doing is proper." But they won't produce those documents.

And so, is Your Honor, if I -- just very briefly, I think the problem here is that when they say that these are just industry standards, the people who created these industry standards are Nicole Manduca and the executives we're referring to today, because we've deposed them in the past.

And so I just wanted to state that for the record, that they're bringing up these industry standards developed by the executives that they won't let us depose.

THE COURT: Well, let me assure you that in my courtroom, if you're going to talk about industry standards, you should produce that or else you won't be able to talk about it, period, so...

MR. SONNE: And that's --

THE COURT: And I think that's fair on both sides. And I think that's a -- I think that is a very normal way to litigate a case to get to trial. So we're not there yet, we're talking about topics.

MR. SONNE: Right. But I think, Your Honor -- but to that point, we had this come up in a federal case and it talked about industry standards. We issued a subpoena and they objected to the subpoena. It's the same thing here. I think we issued a subpoena here to Accenture and industry standards, and they'll object to it and won't produce them.

And so -- and that's the point, when you talk about -- I guess my point is this. When the Court says "Relevant to Plaintiff's claim," our response is, "Our claim is the scheme."

THE COURT: It will be claims and defenses, but yes.

MR. SONNE: I mean, our claim is not just James Black. It's part of the greater whole, which we have pled very I think specifically based on the history of the cases,

EXHIBIT 8

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JACOB COX,

Plaintiff,

vs. No. CJ-2024-7630

STATE FARM FIRE AND CASUALTY COMPANY and ELIZABETH GALLERY,

Defendants.

****

CHRISTOPHER PRUITT,

Plaintiff,

vs. No. CJ-2024-7828

STATE FARM FIRE AND CASUALTY COMPANY and JIM MOORE,

Defendants.

****

JOHN ADAIR,

Plaintiff,

vs. No. CJ-2023-6121

STATE FARM FIRE AND CASUALTY COMPANY and TIM CUSTER INSURANCE AGENCY, INC.,

Defendants.

****

DISCOVERY MASTER HEARING
Before Honorable William C. Hetherington, Jr.
On May 11, 2026, beginning at 2:03 p.m.
All Parties Appearing Via zoom

Reported By: Becky Dame Steinkamp, CSR, RPR

And, Judge, what I think is really important here is Ms. Rother did make a defense today about industry standards. She talked on and on about how they learned that they needed to comply with certain industry standards and that they were overpaying. Well, every single one of these claims needs to be handled on their individual merits, but to the extent that they're relying on industry standards, they need to produce them. We have yet to see these industry standards.

And so, all that to say, Judge, I think it's really important that -- additionally, on the quality plans, on my meet and confers, I've been told the quality plans began in 2021. Well, I'm happy to limit it to that. I just want the quality plans -- because here's the deal: If State Farm is truly overpaying prior to 2020, we need to test that. That's a defense that State Farm has made, and the Oklahoma Discovery Code allows us to test that defense.

So if State Farm was really and truly overpaying on homeowners claims in the state of Oklahoma prior to 2020, we're entitled to those metrics that they used to develop industry standards to then underpay people after 2020.

right. It's not if we're reducing the number of roofs we replace from one number to another number. And if you're going to talk about industry standards, you should produce it. Period. And that's what Judge Mai talked about in a hearing in front of her.

And so, again, Your Honor, we would just reemphasize that this is discovery. The relevance is clearly here. They've admitted this initiative exists. Other district judges from the past cases and present cases have ordered these documents. We tried to work with them on dates, and we will continue to do so, but I just wanted to bring those other points to the forefront.

THE COURT: All right. Thank you.

Ms. Rother, anything else, please?

MS. ROTHER: Your Honor, I will say only that Ms. Whitten -- and you can all get a copy of the transcript and you can read it, I did not say a word about industry standards, which they then just used to make a whole new argument with which we disagree, and I'm not going to respond to.

I did not -- I said we looked at closed claims. I didn't say anything about industry standards. She attributed that to me and then

Mr. Sonne picked it up and made a whole argument around it that we specifically disagree with. The only industry reference I made was to Haag being known in the industry for its training on wind and hail.

So I just, again, to clear up the record, they -- I did not say that, and they picked it up and made a whole argument, and we aren't making claims decisions based on industry standards.

MS. WHITTEN: Judge, if I may just super briefly on our current --

THE COURT: Just a second, Ms. Whitten. Just a second.

Mr. Leffel, please. Turn on your mic, please.

MS. ROTHER: Oh, you're on mute, Lance.

THE COURT: Turn on your mic, please.

MR. LEFFEL: Yeah. I'm sorry. I'm not trying to make any argument. I take issue with this going back and forth like a ping pong ball for another hour here.

THE COURT: All right. Anything else? Ms. Whitten?

MS. WHITTEN: Yes, Judge, just very briefly. Mr. Weddle and I are not nearly as good as

EXHIBIT 9

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

HEIDI BARLOW, et al. **Plaintiffs,** **v.** **STATE FARM FIRE AND CASUALTY COMPANY, et al.,** **Defendants.**	)	**Case No. CIV-25-44-R**

ORDER

The are presently multiple discovery motions pending before the Court.[1] This order resolves four of those motions, each of which is fully briefed: Plaintiffs' Motion to Compel [Doc. Nos. 49, 53, 57, 65]; State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition [Doc. Nos. 52, 56, 59]; State Farm's Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca [Doc. Nos. 73, 78, 79, 93, 96]; and State Farm's Motion for Protective Order to Preclude Service of Third-Party Subpoena to Accenture LLP [Doc. Nos. 69, 76, 77]. After thoroughly considering all of the briefing and materials submitted by the parties, the Court finds as follows.

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[1] On December 11, 2025, the Court held a status conference where the parties presented their positions regarding the discovery disputes in this case and whether any of the disputes were moot in light of the nearly identical discovery that has been served in other cases. As a result of the conference, the Court held the current deadlines in abeyance and ordered the parties to submit a status report within 30 days. Having reviewed the status reports, the Court finds that the stay of should be lifted and the pending discovery motions are ripe for resolution.

Background

This case arises from State Farm's adjustment of an insurance claim for damage to Plaintiffs' roof. Plaintiffs assert claims against State Farm for breach of contract, breach of the duty of good faith and fair dealing, and constructive fraud/negligent misrepresentation. The Complaint alleges that Plaintiffs' home was damaged by a storm on June 17, 2023, they submitted a timely insurance claim to State Farm, State Farm performed an inadequate inspection of the property, and then wrongfully denied the claim. The Complaint also alleges that the claim denial was not an isolated occurrence but was instead part of an institution-wide "scheme" hatched by State Farm to deny storm damage claims.

The scheme allegedly starts with State Farm's "captive agents" who sell or bind a replacement cost value policy without performing an inspection of the property or disclosing secret definitions that are not included in the policy. When an insured submits a claim for storm damage, State Farm's adjusters allegedly utilize a set of bad faith claims handling tactics to deny the claim, including employing a narrow definition of hail damage that is absent from the policy, misattributing damage to a non-covered loss like "wear and tear" or "granular loss," misstating the date of loss, manipulating damage findings to ensure the losses fall below the policy deductible, and employing hand chosen engineering firms that will rubber-stamp the adjusters' misrepresentations.

Plaintiffs briefing in the present motions expounds on the alleged scheme.[2] They contend that the scheme originated when State Farm's Property and Casualty Claims

[2] Notably, this case is but one of many cases brought by Plaintiffs' counsel against State Farm alleging that a claim denial was the result of the alleged scheme. The parties' briefing

Department decided to investigate ways it could reduce its indemnity payments on roof claims. State Farm purportedly created the Wind & Hail Fire Model Enhancement Team to oversee the effort, which was called the Wind/Hail Focus Initiative. The Wind/Hail Focus Initiative resulted in the alleged implementation of the bad faith claims handling tactics described in the Complaint as well as a new directive that prevented claims adjusters from issuing a full roof replacement without managerial approval. As Plaintiffs describe it, State Farm first deployed the scheme as a pilot program in Texas in June 2020, then moved it to other states, including Oklahoma. Plaintiffs allege that the denial of their claim was a part of the scheme, as evidenced by the adjuster's manipulating the date of loss, finding only limited damage that conveniently fell below the deductible, attributing damage to non-covered losses, and using a "functional damage" definition that is absent from the policy.

Against that backdrop, Plaintiffs have submitted a slew of discovery requests and a broad-ranging 30(b)(6) Notice. State Farm has indicated that it is willing to produce certain claim-specific information, but generally objects to the remaining discovery as irrelevant, overly broad, and unduly burdensome. Plaintiff also seeks to depose Nicole Manduca, the leader of the Wind & Hail Fire Model Enhancement Team, and to obtain documents from Accenture, a consultant that worked with State Farm.

---

indicates that the discovery disputes in this case are largely duplicative of discovery disputes that have arisen (and in some cases been resolved in the plaintiff's favor) in other actions pending in state court. Nevertheless, this Court has an independent obligation to assess the whether the discovery requests are adequately tethered to the claims and defenses in this case and fall within the scope of discovery as set out in Federal Rule of Civil Procedure 26.

Standard of Decision

Federal Rule of Civil Procedure 26(b)(1) provides that:

> [p]arties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Information within this scope of discovery need not be admissible in evidence to be discoverable.

The scope of discovery under this rule is broad, but it "is not without limits and the trial court is given wide discretion in balancing the needs and rights of both plaintiff and defendant." *Gomez v. Martin Marietta Corp.*, 50 F.3d 1511, 1520 (10th Cir. 1995) (internal quotation omitted). When the relevance of a particular discovery request "is not readily apparent, the party seeking the discovery has the burden to show the relevance of the information requested." *Barton v. Tomacek*, No. 11-CV-0619-CVE-TLW, 2012 WL 4735927, at *4 (N.D. Okla. Oct. 3, 2012). Conversely, when the discovery request appears relevant, the party resisting the request has the burden of showing that the request falls outside the scope of permissible discovery. *Id.* To meet this burden, the objecting party must present specific arguments and "may not rely on boilerplate, generalized, conclusory, or speculative arguments." *Pruess v. Presbyterian Health Plan, Inc.*, 579 F. Supp. 3d 1235, 1240 (D.N.M. 2022)

Federal Rule of Civil Procedure 30(b)(6) sets out the standard for deposing a corporation. It provides that a deposition notice to an organization "must describe with reasonable particularity the matters for examination" and the deponent "must testify about information known or reasonably available to the organization." Fed. R. Civ. P. 30(b)(6). At minimum, this standard requires the topics in the deposition notice to "be stated with enough specificity to allow the corporation to designate and prepare a representative to testify." *Edwards v. Scripps Media, Inc.*, 331 F.R.D. 116, 121 (E.D. Mich. 2019). Additionally, the scope of discovery articulated in Rule 26(b) applies to a Rule 30(b)(6). *Id.*

Last, Rule 26(c)(1) provides that a "court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense." But the Court may also, on its own, limit discovery that is unreasonably cumulative, can be obtained from some other source that is more convenient, less burdensome, or less expensive, or that it outside the scope of permissible discovery. Fed. R. Civ. P. 26(b)(2)(C)).

Discussion

A. Plaintiffs' Motion to Compel

In resolving Plaintiffs' motion to compel, the Court is mindful of the broad scope of discovery, but also its obligation to limit discovery that is cumulative, unduly burdensome, or disproportionate. Plaintiffs allege the denial of their insurance claim was the result of a company-wide scheme to reduce indemnity payments. Importantly, Plaintiffs' allegations in this regard are not mere conclusory assertions that State Farm has some generic bad faith pattern and practice. Rather, they have alleged, and further described in their briefing, the details of the scheme and how it worked in Plaintiffs' case. Plaintiffs are entitled to proportional discovery to explore these theories and State Farm's refrain that only documents related to Plaintiffs' individual claim are discoverable is not persuasive. Additionally, although State Farm is certainly entitled to argue to a jury that there was nothing improper or nefarious about its actions, those types of merits-based arguments are premature at this point. The overarching question in the present motion is whether the discovery requests seek material that is relevant and proportional to the claims, not whether the inferences to be drawn from the evidence favors State Farm. That said, many of Plaintiffs' discovery requests are not sufficiently tailored to the claims or utilize omnibus phrases about producing "any and all" documents that "relate" in any way to a topic such that it is difficult to discern the contours of the request. *See Ward v. Liberty Ins. Corp.*, No. CIV-15-1390-D, 2018 WL 991546, at *3 (W.D. Okla. Feb. 20, 2018) (noting that "omnibus phrases" in discovery requests such as "all documents regarding" can be "facially overly broad"). With that framework in mind, the Court turns to the specific requests at issue.

Interrogatory Nos. 26, 27, 28, 29: Rule 33(a)(1) limits the number of written interrogatories to 25, unless otherwise stipulated or ordered by the court. These requests are denied.

Interrogatory Nos. 5, 18 and Request for Production Nos. 4, 6: On their face, these requests are overly broad and disproportionate. The requests are expansively worded and encompass policies, guidelines, and training provided to claims handling personnel about topics that potentially have no connection to the claims and allegations in this case. Although courts have discretion to modify discovery requests to bring them within acceptable limits, the Court declines to do so here. *Punt v. Kelly Servs.*, 862 F.3d 1040, 1047 (10th Cir. 2017). The parties are responsible for propounding proper discovery requests and are in a better position to narrow their requests. State Farm has indicated that it is willing to produce the policies used in adjusting Plaintiffs' claim and the training transcripts and materials for the personnel that adjusted Plaintiffs' claim. Plaintiffs' motion to compel responses to these requests is denied, with the exception of the material State Farm has agreed to produce.

Interrogatory No. 19: This request seeks policies, procedures, and training materials related to "functional damage" and coverage limitations based on the size and severity of the claim. Policies or training on these topics relates to Plaintiffs' allegations that Defendants utilized hidden or narrow definitions of hail damage to deny claims. To the extent the request is not duplicative of material State Farm has already agreed to produce, Plaintiffs' motion to compel a response to this interrogatory is granted, but limited to the policies, procedures, and training that applied to the adjustment of Plaintiffs' claim or the policies, procedures, and training that was provided to the personnel that adjusted Plaintiffs' claim.

Request for Production No. 30: This request seeks "all documents related to the 'Art of the Conversation.'" Although other documents in the record suggest that this was some sort of training document, Plaintiffs' motion to compel does not explain what this document is or why it is related to their claims. This request is therefore denied.

Request for Production No. 40: This request seeks documents reflecting whether State Farm or its agents have a duty to keep abreast of the condition of a property upon renewal. The request is related to Plaintiffs' allegation that State Farm wrongfully denied their claim based on pre-existing damage or wear and tear despite previously renewing the policy without reporting any of these alleged issues with the property. However, the request is overly broad and disproportionate in that it appears to seek communications and documents without any temporal limitation or connection to the policies that actually applied to Plaintiffs' claims. Accordingly, this request is granted, but limited to documents/ correspondence sent to the agent/personnel that actually renewed Plaintiffs' policy or policies/procedures that were in effect at the time of Plaintiffs' claim.

Request for Production No. 42: This request seeks all Wind/Hail Claims Guidelines from January 1, 2019 to present. State Farm's response brief indicates that it is willing to produce Wind/Hail Guidelines for the years 2020 and 2021. Plaintiffs contend the alleged scheme began in 2020 and have not adequately explained why claims guidelines post-dating the adjustment of Plaintiffs' claim are relevant. This request is therefore granted, but limited to Wind/Hail Guidelines from 2019 through the adjustment of Plaintiffs' claim.

Interrogatory No. 10 and Request for Production Nos. 5: These requests seek information about the training provided to State Farm insurance agents. The requests are overly broad on their face in that they encompass all training provided to agents without regard to whether that training has anything to do with the claims in this case. Additionally, the agent was previously dismissed from this lawsuit. These requests are denied.

Interrogatory Nos. 15, 16, 17 and Request for Production Nos. 8, 9, 10, 11, 12: These requests seek information and documents about State Farm's relationship with Haag following jury verdicts nearly twenty years ago finding that State Farm's reliance on Haag engineering reports was pretextual or that Haag lacked objectivity. Plaintiffs argue that

State Farm's relationship with Haag is relevant to their claims because State Farm utilized Haag training as part of its Wind/Hail Initiative scheme. Fair enough, but these specific requests are not tailored to discovering information about the use of Haag training as part of the alleged scheme and instead seek "all documents" that are "related" to State Farm's relationship with Haag during an overly lengthy period of time. Although discovery is broad, it is not intended to be a fishing expedition. These far-ranging requests are overly broad and not adequately tethered to the specific claims in this case. As the parties are in a better position to narrow the requests, the Court denies these requests but instructs the parties to confer about limiting the requests to more specific documents or topics.

Request for Production Nos. 31, 34: These requests seek "all documents" related to the "Haag Refresher" and the "Haag Education Hail and Wind Assessment Video Series." However, Plaintiffs have failed to explain how these specific items are connected to their claim. Although the Court could make certain assumptions about what they show and how they are related, the Court will not guess. State Farm has objected to these requests as overly broad and irrelevant and Plaintiffs have not put forth a sufficiently specific argument explaining what these videos are or how they fall within the scope of permissible discovery. The requests are therefore denied.

Interrogatory Nos. 6, 7, 13: These requests seek the names and job title of State Farm personnel and outside consultants that served on the Wind and Hail Fire Model Enhancement Team or Hail Focus Initiative as well as a description of the initiative. The requests are limited from 2019 to present. Plaintiffs allege that the Wind and Hail Fire Model Enhancement Team created the Hail Focus Initiative, which resulted in the use of bad-faith claims handling tactics in their specific case. Given these allegations, the information sought by these requests is within the scope of discovery. Further, any proportionality concerns appear to be limited given that State Farm has already provided at least a partial description of the initiative in its briefing. *See* Doc. No. 53 at p. 12-13. These requests are therefore granted, although the time period is limited from 2019 to the adjustment of Plaintiffs' claim.

Interrogatory No. 9: This request seeks identification of training or information that was disseminated to State Farm agents nationwide regarding the Wind and Hail Fire Model Enhancement Team or the Hail Focus Initiative from January 1, 2019 to present. Although the agent is not a party to this action, changes in the way State Farm trains its personnel to evaluate wind and hails claims relates to Plaintiffs' allegation that State Farm engaged in bad faith and constructive fraud in underwriting the policy and denying the claim. The request is therefore granted, but limited to the training and communications regarding the the Wind and Hail Fire Model Enhancement Team or Hail Focus Initiative that was actually disseminated to the agent or personnel involved in the procurement of Plaintiffs' policy or the handling of Plaintiffs' claim from 2019 to the date of Plaintiffs' claim.

Requests for Production Nos. 14, 15, 21, 22, 24, 27, 39: These requests seek "all documents" that are "related to" the Fire Model Enhancement on Wind/Hail, the Hail Focus Initiative, and other similar topics. Some of the requests are limited to 2019 to present, others appear to seek a broader time frame. As previously noted, given the claims in this case, proportional discovery into the Wind and Hail Fire Model Enhancement Team and the Hail Focus Initiative is appropriate. However, Plaintiffs' request for "all documents" that are "related" to the topics makes it difficult to identify the outer limit of the request and renders the requests overly broad. As the parties are in a better position to narrow the requests, the Court denies these requests but instructs the parties to confer about limiting the requests to more specific documents or topics.

Request for Production Nos. 29, 33, 35: These requests seek all documents related in any way to "enhanced emphasis on Claim Handling Hygiene," ten years' worth of communications on "MyBlock," and "Claims and Agency Weather Event Topic Discussions." But again, Plaintiffs have not adequately explained in their motion to compel what these are or how they will produce information relevant to their claims. Additionally, some of this material is likely subsumed by other requests to produce relevant training, policies, or communications and it is therefore duplicative. These requests are therefore denied.

Request for Production Nos. 23, 36, 37, 38, 43: These requests seek "all correspondence" and documents sent or received by specific State Farm employees that "refer[] or relat[e]" to the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative, or other wind/hail quality focus initiatives. Once again, while proportional discovery into the Wind and Hail Fire Model Enhancement Team and the Hail Focus Initiative is appropriate, the use of omnibus phrases in these requests renders them overly broad and sweeps in information that may be privileged or is otherwise too attenuated to fall within the scope of discovery. The requests are therefore denied and the parties are instructed to meet and confer in a good faith effort to narrow the requests.

Interrogatory No. 21 and Request for Production No. 25: These requests seek analyses related to adjusters' authority to approve full roof replacements without managerial approval and documents memorializing enterprise-wide rules regarding the need for management approval of full roof replacement claims. State Farm's response brief indicates that it is willing to produce "personal rules" that were triggered in the handling of Plaintiffs' claim but that it does not track rules that were not triggered and does not have any responsive documents with respect to program rules. Written policies or procedures requiring adjusters to obtain managerial approval of full roof replacements are within the scope of discovery and these requests are therefore granted, but are limited to the time period from 2019 to the adjustment of Plaintiffs' claim.

Request for Production No. 26, 32, 41: These requests seek documents related to "quality plans" and initiatives, including plans to reduce or track indemnity payments and plans to track a reduction in full roof replacement approval percentages nationwide from 2019 to present. State Farm has agreed to produce the Quality Plan in effect at the time of the date of loss. However, information reflecting a change in State Farm's policies surrounding the adjustment of roof claims for hail damage is related to Plaintiffs' allegation that State Farm intentionally put in place practices that would reduce indemnity payments. These requests are granted, but only as to the actual quality plans or initiatives for the time period from 2019 through the adjustment of Plaintiffs' claim.

Interrogatory Nos. 11, 12, 14, 20, 21, 24, 25 and Request for Production Nos. 7, 13, 16, 17, 18, 19, 20, 28: These requests seek identification and production of cost/benefit analyses or tracking data related to adjustment of storm claims, the use of Haag, use of engineering services, roof replacements, the effect of requiring managerial approval for roof claims, and the percentage of roof claims. The requests have varying time frames and geographical limits. Plaintiffs argue that information showing that State Farm tracked the effectiveness and implementation of the alleged scheme is relevant to their bad faith claim. The Court agrees that information showing that State Farm tracked the implementation and effectiveness of the alleged scheme is within the scope of discovery, but some of the requests utilize a time period that is too long or language seeking "all documents related" to a topic that is too broad. The requests are therefore granted, but limited to the actual analyses and reports that are responsive, from 2019 to the adjustment of Plaintiffs' claim, and only as to Oklahoma for any state specific data requested.

Interrogatory Nos. 3, 22, 23: These requests ask State Farm to identify other civil cases or claims with varying features. The requests are limited to Oklahoma from 2019 to present. Interrogatory No. 3 seeks information that does not track with facts alleged here and is therefore not relevant. The remaining two interrogatories appear more closely aligned with Plaintiffs' allegations. However, State Farm objects on the ground of undue burden and has supported its objection with an affidavit explaining that there are limitations on how it can electronically filter its claim files and counsel's estimate that it would take over 40,000 hours to manually review the documents. Based upon this information, and the minimal relevance of the requested information, the Court concludes that State Farm has met its burden of showing that responding to these interrogatories would be unduly burdensome and not proportional to the needs of this case. These requests are therefore denied.

Request for Production No. 44: This request seeks all documents produced in several other cases. Plaintiffs have not adequately shown that all documents produced in the other cases would fall within the scope of discovery for this case and the request is therefore denied.

B. Motion to Quash 30(b)(6) deposition

The Court turns next to State Farm's Motion seeking a protective order and to quash the 30(b)(6) deposition notice. State Farm initially complains that Plaintiffs are seeking far ranging discovery via a corporate representative deposition notice before they have deposed any personnel involved in the handling of Plaintiffs' claim. But the tools of discovery may generally be used in any sequence and the Court is not persuaded that deposing a corporate representative before deposing the claims adjusters is inappropriate. *See* Fed. R. Civ. P. 26(d)(3).

However, the Court agrees with State Farm that many of the topics described in the notice are overly broad or seek irrelevant information. For example, the deposition notice requests testimony about CLUE, a claim information exchange database. However, Plaintiffs do not adequately explain how this relates to their claims, which do not allege that inaccurate information was reported to CLUE. Plaintiffs also seek wide-ranging testimony on State Farm's relationship with Haag but, as previously noted, some of this information is too attenuated in time and subject matter to fall within the scope of discovery. Plaintiffs' topics regarding State Farm's relationship with its agents are also overly broad, particularly given that the agent is not a party in this case.

It is the Court's intent to limit the deposition topics in accordance with its ruling in the motion to compel. The Court therefore instructs the parties to meet and confer in a good faith attempt to narrow the deposition topics in accordance with this order. For most topics, a relevant time frame will be from 2019 to the adjustment of Plaintiffs' claim. If there are any outstanding disputes after the parties confer, they may present those narrowed disputes to the Court for resolution.

C. Motion to Quash Deposition of Nicole Manduca

State Farm also moves to quash or stay the deposition notice issued to Nicole Manduca, the leader of the Wind/Hail Fire Model Enhancement Team. State Farm contends that Ms. Manduca's testimony is not relevant because she did not have any involvement in Plaintiffs' specific claim and Plaintiffs' have not adequately articulated a connection between the scheme and their claims decision. The Court disagrees with this assessment. Plaintiffs have adequately shown that Ms. Manduca was involved in the Wind/Hail Fire Model Enhancement Team, which allegedly generated the claims handling tactics that underlie Plaintiffs' bad faith claim. Thus, Ms. Manduca likely has personal knowledge of issues that are relevant and proportional to the claims asserted in this case. *See Wiesman v. State Farm*, No. CIV-25-00050-JD (W.D. Okla. April 3, 2026) (denying motion to quash deposition of Ms. Manduca). The Court further finds that consolidation of Ms. Manduca's deposition with the deposition ordered in *Wiesman v. State Farm Fire & Cas. Co.,* No. CIV-25-00050-JD (W.D. Okla. April 3, 2026) is warranted. *See Cook v. State Farm Fire & Cas. Co*., No. CIV-25-1098-R, (W.D. Okla. May 7, 2026).

D. Motion for Protective Order to Preclude Service of Third-Party Subpoena to Accenture LLP

Last, the Court considers State Farm's Motion to Preclude Service of a subpoena issued to Accenture. State Farm purportedly worked with Accenture on certain aspects of the Wind/Hail Initiative. Plaintiffs Notice of Subpoena seeks broad categories of documents about "industry standards" for wind/hail claims used in connection with its work with State Farm.

The notice was served in violation of Local Rule 45.1(b), which states that a notice of subpoena shall not be served on a third-party if a motion to preclude service is filed. For that reason, the notice is quashed.

Additionally, the Court finds that a protective order precluding service of the subpoena is warranted because the topics described in the notice are largely duplicative of discovery that has already been served on State Farm.[3] Under Fed. R. Civ. P. 26(b)(2)(C), the Court must limit the extent of discovery if the discovery sought is unreasonably duplicative or could be obtained from some other source that is more convenient. Rule 45(d) similarly requires courts to enforce the attorney's duty to "take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena." Thus, although "there is no absolute rule prohibiting a party from seeking to obtain the same documents from a non-party as can be obtained from a party,…[c]ourts may refuse

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[3] Plaintiff does not dispute that State Farm has standing to challenge the subpoena. But even if State Farm lacks standing "a court may exercise its inherent authority to limit irrelevant or non-proportional discovery requests pursuant to Federal Rule of Civil Procedure 26(b)(2)(C)." *Copeland v. C.A.A.I.R., Inc.*, No. 17-CV-564-TCK-JFJ, 2020 WL 972754, at *3 (N.D. Okla. Feb. 28, 2020).

discovery requests aimed at nonparties in cases where the same testimony or documents could instead be obtained from a party to the action." *Black Card, LLC v. VISA U.S.A.*, Inc., No. 15-CV-027-S, 2016 WL 7325684, at *3 (D. Wyo. May 9, 2016) (internal quotation and citations omitted).

Plaintiffs do not dispute that much of the material sought from Accenture overlaps with material that it is already seeking from State Farm. Because the material can be obtained from another source in a more convenient and less burdensome manner, the Court grants State Farm's request for a protective order. Plaintiffs should first seek the information from State Farm. The Court will then be in a better position to evaluate any remaining disputes about obtaining the requested documents, either from State Farm or from a third-party.

Conclusion

As outlined above, Plaintiffs' Motion to Compel is granted in part and denied in part. State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition is granted in part, and the parties are directed to confer in a good faith effort to narrow the topics. State Farm's Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca is denied. State Farm's Motion for Protective Order to Preclude Service of Third-Party Subpoena to Accenture LLP is granted. Where appropriate, documents or testimony should be produced under a protective order.

IT IS SO ORDERED this 12th day of May, 2026.

David L. Russell

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

EXHIBIT 10

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

WILMA and TERRY PORTER,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**Case No. CIV-25-187-R**
	)	
STATE FARM FIRE AND CASUALTY COMPANY, et al.,	)	
	)	
Defendants.	)	

ORDER

The following motions are fully briefed and pending before the Court: Plaintiffs' Motion to Compel [Doc. Nos. 33, 38, 40, 45]; State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition [Doc. Nos. 37, 39, 41], and State Farm's Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca [Doc. Nos. 70, 78, 76, 79, 80].

The disputes raised in Plaintiffs' Motion to Compel and State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition are nearly identical to the discovery disputes the Court addressed in *Barlow v. State Farm Fire & Cas*. Co., No. CIV-25-44-R (W.D. Okla. May 12, 2026). Accordingly, for the reasons stated in *Barlow*, Plaintiffs' Motion to Compel is granted in part and denied in part. State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition is granted in part, and the parties are directed to confer in a good faith effort to narrow the topics. If there are any remaining disputes, either party may assert those in a separate motion.

For the reasons stated in *Cook v. State Farm Fire & Cas. Co*., No. CIV-25-1098-R, (W.D. Okla. May 7, 2026), the Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca is DENIED. The Court further finds consolidation of Ms. Manduca's deposition with the deposition ordered in *Wiesman v. State Farm Fire & Cas. Co.,* No. CIV-25-00050-JD (W.D. Okla. April 3, 2026) is warranted. S*ee Cook v. State Farm Fire & Cas. Co*., No. CIV-25-1098-R, (W.D. Okla. May 7, 2026).

Last, the Court finds the stay of this case should be, and is hereby, lifted. The parties are directed to submit a proposed amended scheduling order and a proposed amended deadline to respond to State Farm's Motion for Summary Judgment and Motion to Strike within 30 days of this order.

IT IS SO ORDERED this 12th day of May, 2026.

David L. Russell

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

EXHIBIT 11

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

BEATRIZ and RODRIGO CISNEROS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**Case No. CIV-25-42-R**
	)	
STATE FARM FIRE AND CASUALTY COMPANY, et al.,	)	
	)	
Defendants.	)	

ORDER

The following motions are fully briefed and pending before the Court: Plaintiffs' Motion to Compel [Doc. Nos. 38, 43]; State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition [Doc. Nos. 42, 44, 47], and State Farm's Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca [Doc. Nos. 49, 50, 51, 74].

The disputes raised in Plaintiffs' Motion to Compel and State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition are nearly identical to the discovery disputes the Court addressed in *Barlow v. State Farm Fire & Cas.* Co., No. CIV-25-44-R (W.D. Okla. May 12, 2026). Accordingly, for the reasons stated in *Barlow*, Plaintiffs' Motion to Compel is granted in part and denied in part. State Farm's Motion for Protective Order and to Quash Notice of Rule 30(b)(6) Deposition is granted in part, and the parties are directed to confer in a good faith effort to narrow the topics. If there are any remaining disputes, either party may assert those in a separate motion.

For the reasons stated in *Cook v. State Farm Fire & Cas. Co.*, No. CIV-25-1098-R, (W.D. Okla. May 7, 2026), the Motion for Protective Order and to Quash Deposition Notice of Nicole Manduca is DENIED. The Court further finds that consolidation of Ms. Manduca's deposition with the deposition ordered in *Wiesman v. State Farm Fire & Cas. Co.,* No. CIV-25-00050-JD (W.D. Okla. April 3, 2026) is warranted. S*ee Cook v. State Farm Fire & Cas. Co.*, No. CIV-25-1098-R, (W.D. Okla. May 7, 2026).

Last, the Court finds the stay of this case should be, and is hereby, lifted. Within thirty days of the date of this order, the parties are directed to submit a proposed amended scheduling order and a proposed amended deadline to respond to State Farm's Motion for Partial Summary Judgment and Motion to Strike.

IT IS SO ORDERED this 12th day of May, 2026.

David L. Russell

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE