IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

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

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S RESPONSE TO PLAINTIFFS' MOTION TO ENFORCE, REQUEST FOR EXPEDITED HEARING, AND REQUEST FOR DISCOVERY SANCTIONS

Plaintiffs' "Motion to Enforce" (herein, "Motion") is an unreasonable manufacture of a discovery emergency that does not exist and which ignores the reality of the enormous document production ordered—with an associated unreasonable request that Plaintiffs be allowed two depositions of the same witness. As set forth in Defendant State Farm Fire and Casualty Company's ("State Farm's") May 22, 2026 Motion for Extension, State Farm has been diligently working to collect, review for responsiveness, and produce ***hundreds of thousands of documents*** ordered by the Court and unrelated to Plaintiffs' individual insurance claim—but was unable to complete this complex process by June 1, 2026. Nonetheless, State Farm will be producing virtually all of the more than ***700,000*** documents subject to the Court's April 22, 2026 Order on Plaintiffs' First Motion to Compel by the week of June 22. In addition, State Farm has offered and is producing Nicole Manduca for deposition on June 23, 2026, having prioritized and produced documents relevant to Ms. Manduca first. There is no basis for "discovery sanctions" for State Farm's inability to produce all of these documents by June 1 (State Farm produced almost 50,000 documents that day) ***or*** by Plaintiffs' unilaterally noticed (and now rescheduled) date of June 9, 2026 for Nicole Manduca's deposition, which are the deadlines focused on in Plaintiffs' Motion.

I. FACTUAL AND PROCEDURAL BACKGROUND

The crux of this case is whether Plaintiffs' roof was totaled by a storm. The case involves approximately $50,000 in contract damages Plaintiffs' home allegedly sustained from a weather event on June 15, 2023. Plaintiffs reported the claim on July 28, 2023, six weeks after the claimed date of loss. Although Plaintiffs allege this was a devastating storm that destroyed their roof, State Farm wrote and called Plaintiffs multiple times regarding their claim before finally receiving a response from them on September 16, 2023. (*See generally*, Pet. ¶ 40.) State Farm inspected the house on September 28, 2023 and estimated a total of $4,775.89 for damage to gutters, downspouts and window screens, as well as for staining the fence and repainting in one bedroom.

It was not until six months later, in March 2024, that Plaintiffs requested a second inspection, followed months later by demands, photos, and an estimate in the amount of $51,696.31 from a contractor and then a public adjusting firm in Florida. State Farm reviewed the photos but could not match some of the public adjuster photos with the other photos of the insureds' roof, asked for more information and then received no response. Plaintiffs then filed this lawsuit on February 28, 2025 (well outside the one year required by the Policy)—asserting claims against State Farm for breach of contract and bad faith; claims against agent Nancy Holcomb Insurance Agency for negligent procurement; and claims against all Defendants for constructive fraud and negligent misrepresentation. (Pet. at ¶¶ 40, 45–79.)

State Farm immediately produced all claim-specific documents, including Plaintiffs' policy and relevant Claims Files and applicable underwriting data on the house. State Farm also agreed to produce, upon entry of a Protective Order: other significant data including underwriting guidelines in effect when the Policy issued; applicable claim-handling guidelines in place at the time of the alleged loss; Wind and Hail Guidelines from 2020 and 2021; performance evaluations for the claim handlers involved in Plaintiffs' claims; and the Fire Property Quality Plan in effect on the dates of loss, among others. State Farm produced that information upon entry of the Protective Order.

State Farm is now in the process of producing ***over 700,000 additional documents*** in compliance with the Court's April 22, 2026 Order on Plaintiffs' First Motion to Compel. The Order specifically required State Farm to produce, by June 1, claims training materials between 2019 and 2025; information between 2019 and 2025 regarding the Fire Model Enhancement (the "FME") quality and other "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. The Court also ordered State Farm to produce Fire Property Claims Quality Plans between 2019 and 2025 plus documents on initiatives concerning indemnity payments and roof replacement ratios, approval rates and payments and emails or other correspondence to or from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard, from 2019 to 2025, about the FME and various metrics relating to roof replacements.

Although the Order indicated that the Court Clerk would mail a copy to the parties, counsel for State Farm was not aware of and did not receive a copy of the Order until May 4, 2026 (and then only from counsel for Plaintiffs). As a result, State Farm's time to comply with the Order was reduced by 12 days. While State Farm respectfully disagrees that the discovery at issue in the Order is at all relevant or proportional to the claims and defenses in this lawsuit, immediately following receipt of the Order, State Farm began to work diligently to search for, identify, collect, review, and produce documents responsive to Plaintiffs' requests.

Given the volume of documents involved, State Farm's late notice of the Order, and the fact that many of the requests seek data from proprietary, internal systems and repositories across several business functions, State Farm moved the Court on May 22, 2026, for a 60-day extension of the Court's June 1 production deadline, until July 30, 2026. (*See* May 22, 2026 Motion for Extension.) As State Farm explained in its motion, the Court's Order implicates hundreds of thousands of documents over a six-and-half period from files of dozens of employees. State Farm continued to work diligently to collect, review, and prepare documents for production in compliance with the Order, and was able to produce nearly 50,000 documents by June 1st. During a status hearing on that day, the Court indicated that State Farm should endeavor to complete its production by June 15, 2026,[1] and State Farm has since worked to produce an additional 6,500 "new" documents this week.

The greatest remaining volume of production is the documents ordered produced from other cases. State Farm has also been making rolling productions of those documents. These reproductions involved dozens of production volumes from separate workspaces and required State Farm to engage a third-party discovery vendor to complete the reproductions. For many of these production volumes, State Farm's discovery vendor had to export each individual production volume to a new workspace, before West Bates stamping could be applied. State Farm expects to produce all remaining documents that were ordered to be reproduced from other matters by the week of June 22.

In addition to Plaintiffs' voluminous discovery requests, Plaintiffs have also noticed Nicole Manduca—a Director in State Farm's Property & Casualty department who was not involved in the handling of Plaintiffs' insurance claim or supervision of anyone involved—for a deposition. State Farm moved to quash the deposition, but the Court denied that motion and initially ordered State Farm to produce Ms. Manduca by May 8, 2026. When the Court entered its Order for document production on April 22, however, both parties agreed to postpone Ms. Manduca's deposition because counsel for Plaintiffs indicated they preferred to wait for documents to be produced before proceeding with the deposition (though they noticed the deposition for a date and pursued that notice via motion practice when they knew the document objections would not be resolved or any of the Manduca-related production completed by the time of the deposition).

But soon after State Farm's counsel notified Plaintiffs that State Farm would not be able to complete its document production by June 1, 2026 and would be seeking relief from the Court if an

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[1] State Farm's motion for extension is still pending, as the Court has not yet heard argument or ruled on the merits of the motion. This Court set the June 1 hearing *sua sponte* on May 29 to address scheduling issues relating to Ms. Manduca's deposition, and the parties briefly discussed the status of State Farm's productions.

agreement could not be reached, Plaintiffs' counsel re-noticed Ms. Manduca's deposition for June 9, 2026, and filed their Motion to Enforce, seeking "as a discovery sanction" a ***second*** deposition of Ms. Manduca based on State Farm's purported "abusive discovery tactics" and, specifically, if State Farm's document production was not complete before the noticed date. Plaintiffs did not explain why it is necessary to take Ms. Manduca's deposition prior to State Farm's completion of its document production, or why a second deposition is necessary as a "sanction" for State Farm's inability to complete its production by June 1 or June 9. The June 9 date never worked for Ms. Manduca or her counsel (and indeed was earlier than any date suggested by Plaintiffs' counsel when first proposing dates). In any event, these dates (which are the basis of Plaintiffs' request for sanctions) are now moot because (1) the Court indicated at the June 1 status hearing that it would at that time give State Farm until June 15 for the production due to the delay in receiving the Order, and then to produce Ms. Manduca for deposition between June 22 and July 2; and (2) the parties have since agreed to proceed with Ms. Manduca's deposition on June 23.[2]

Moreover, State Farm has prioritized including communications from Ms. Manduca (and the FME) in its rolling productions. Indeed, State Farm produced ***more than 19,000 documents that included Ms. Manduca*** (and more than 27,000 documents with family members) in its June 1 production. State Farm produced an additional 2,000 documents related to Ms. Manduca on June 16. It made a smaller production that included Manduca related documents on June 18, those that had been set aside from the June 1 production for further review for privilege and responsiveness. Thus, State Farm believes that all documents involving Ms. Manduca were produced in advance of

[2] Indeed, as noted, Ms. Manduca has started a new position at State Farm and had no time available for the deposition until after July 4. In light of the Court's Order, she made June 23 work and State Farm's counsel therefore made it work as well—though lead counsel is out of the country presenting at a long-scheduled conference on that date and new counsel has had to appear to defend the deposition.

her deposition. However, to expedite Plaintiffs' locating of the documents they wanted from the prior *Hosier* production used in a deposition of Ms. Manduca in the *Nida* case two years ago and because State Farm was having trouble processing those voluminous documents, Plaintiffs' counsel requested, and State Farm produced the exhibits used at Ms. Manduca's deposition in *Nida* to facilitate the specific documents they wanted for the deposition (though those same documents were all or substantially all in the June 1 production).

State Farm expects to complete its production of virtually all remaining documents covered by the Court's Order early the week of June 22. Thereafter, the only documents remaining to be produced are negligible compared to the whole—and most involve requests that seek data from proprietary, internal systems and repositories across several business functions. These systems are complex and require additional technical considerations to identify responsive information. State Farm is diligently working to collect, process, and produce the remaining responsive information.

II. ARGUMENT AND AUTHORITIES

A. There Is Good Cause to Extend the Deadline for State Farm's Production of Documents, and State Farm's Inability to Meet the Original Deadline Is Not Cause for Sanctions.

As set forth in State Farm's Motion for Extension, there is good cause for the Court to modify its interlocutory[3] Order and extend the deadline for State Farm's compliance. State Farm has, since

[3] A district court has the inherent authority to reconsider or modify an interlocutory, non-appealable order any time prior to entering final judgment. *See Kordis v. Kordis*, 2001 OK 99, ¶ 9, 37 P.3d 866, 870 (citing *Reams v. Tulsa Cable Television, Inc.*, 1979 OK 171, 604 P.2d 373). As the Oklahoma Supreme Court has confirmed, "[a] trial court's discretion to modify one of its interlocutory orders anterior to judgment is within the court's 'complete control' and not limited to [specific causes under 12 Okla. Stat. § 1031]." *Andrew v. Depani-Sparkes*, 2017 OK 42, ¶ 17, 396 P.3d 210, 218 (quoting *LCR v. Linwood Props.*, 1996 OK 73, 918 P.2d 1388, 1393). "[T]he trial court is not bound by, and may hence reconsider, all of its mid-litigation rulings at any time before the case comes to an end." *Conterez v. O'Donnell*, 2002 OK 67, 58 P.3d 759, 761–62; *see also Snow v. TravelCenters of Am. LLC*, 2023 OK CIV APP 8, ¶ 10, 527 P.3d 741, 746 (A district

learning of the Court's Order, been working continuously to produce ***more than 700,000 documents*** responsive to Plaintiffs' wide-ranging discovery requests.

In their Motion, Plaintiffs contend (without factual support) that "State Farm has NO Excuse for Not Complying with the Court's Order" (*see* Mot. at 2) and assert generally that "Oklahoma law mandates that insurance claims be handled in a timely and prompt basis" (*id.*) but provide no facts, no documents, and no declarations showing that State Farm's inability to meet the June 1, 2026 deadline has in any way prejudiced Plaintiffs or unduly delayed this case. Indeed, the words "prejudice" and "harm" do not even appear in Plaintiffs' Motion. That is not a coincidence—in all the parties' extensive correspondence about the scheduling of Ms. Manduca's deposition, Plaintiffs' counsel never once asserted that delaying Ms. Manduca's deposition until State Farm completed its production would prejudice Plaintiffs or their prosecution of this case. Nor can they.

While Plaintiffs remark that the weather event at issue in this case occurred in "June 2023" (see Mot. at 2), insinuating that State Farm is somehow responsible for delaying the resolution of this action, this is typical one-sided hyperbole and not well taken. Plaintiffs' (1) did not report the claim for more than a month after the weather event, (2) did not return State Farm's calls about the claim for more than a month, (3) did not follow up with any objection to State Farm's claim decision for almost six months, and (4) then did not even file their lawsuit until February 28, 2025. This case has been pending for less time than the nearly two years Plaintiffs waited to file it. Nor is there any merit to Plaintiffs' contention that "State Farm has had years to gather these documents." (*See* Mot. at 2.) State Farm was first notified of the Court's Order on May 4, just over a month ago. Plaintiffs cite no statute, law, or policy—and there is none—requiring State Farm to anticipate Plaintiffs'

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court ruling which lacks finality and appealability is but an intermediate order in the case, [and remains] within the trial judge's complete control to modify or alter at any time before judgment.").

requests and "gather" hundreds of thousands of documents that have nothing to do with the insurance claim at issue merely because a lawsuit about that claim might be filed.

Nor is there any merit to Plaintiffs' speculation that State Farm can simply duplicate its production from other cases (such as *Hursh* and *Wong-Faust*, currently pending before Judge Palumbo in Oklahoma County).[4] Plaintiffs' cursory description of Judge Palumbo's rulings in those cases entirely omits the subsequent procedural history. Following Judge Palumbo's decisions in *Hursh* and *Wong-Faust* ordering State Farm to reproduce documents from prior litigations "by **December 29, 2025**" (*see* Mot. at 2 (emphasis in original)), State Farm moved for reconsideration of the court's orders. After denial of reconsideration, State Farm pursued its right to seek Supreme Court review of Judge Palumbo's orders by filing an Application to Assume Original Jurisdiction and Petition for Writ of Prohibition ("Writ Application") with the Oklahoma Supreme Court. ***The Writ Application remains pending, and thus the scope of production in Hursh and Wong-Faust remains in dispute.*** And while the Supreme Court did not rule on State Farm's application for a stay of the discovery order pending the Writ Application, the Referee at the hearing asked the parties to "forebear" on the document production issues. Thus, given that part of the basis for the writ application was burden, State Farm would not be expected to complete the production process for the *Hursh* and *Wong-Faust* productions while the Writ Application was pending. Regardless, while there may be some overlap between the documents responsive to this Court's and Judge Palumbo's orders, ***there are significant differences in the requests and time periods at issue between the cases that do not allow for a wholesale reproduction of documents from Hursh and Wong-Faust.***

Plaintiffs also significantly overstate State Farm's ability to quickly re-produce productions

[4] *See Wong Faust v. State Farm Fire & Cas. Co.*, No. CJ-2025-1675 (Okla. Cty.); *Hursh v. State Farm Fire & Cas. Co.*, No. CJ-2025-2626 (Okla. Cty.)

it made in other, unrelated cases (some from several years ago). To be sure, State Farm has now begun its re-production of documents produced in certain prior cases (*see* Pls.' RFP No. 44). But this subset of the production alone constitutes ***hundreds of thousands of documents from dozens of separate production volumes that reside in multiple databases***—with different firms produced over a series of different productions, all of which had to be collected, processed, Bates-stamped, and prepared for production here. There is not a single repository with all of State Farm's prior productions, nor is there a "button" State Farm can push to re-produce those hundreds of thousands of documents automatically, and it was not possible to do so by June 1. The volume of data alone makes it time-consuming to handle. Indeed, State Farm's discovery vendor has had to export each production volume individually, before it can be processed, Bates-stamped, and produced here. State Farm has been providing these reproductions on a rolling basis as they are ready. State Farm expects to produce the remaining re-productions by by early the week of June 22.

In any event, State Farm is diligently working to produce approximately 700,000 documents total in compliance with the Order and expects to complete that production in short order. State Farm is further working diligently to identify the remaining data from its proprietary internal systems that is subject to that Order. State Farm's inability to complete this production by June 1, 2026 is a direct result of the enormity of Plaintiffs' document requests, not any lack of diligence and certainly not as part of any tactical decision to delay production. Further, as soon as State Farm realized that it would be unable to complete its production by the original deadline, it notified the Court and Plaintiffs and moved for an extension, and the Court initially allowed State Farm another two weeks to endeavor to complete its productions. On these facts, there is no basis for discovery sanctions.

B. Plaintiffs' Demand for "Discovery Sanctions" Is Without Merit

In addition, Plaintiffs' proposed "discovery sanctions" are without merit. Plaintiffs seek two "sanctions" for State Farm's inability to comply with the Court's Order: (a) that State Farm be required to produce "previously produced documents" by June 1, 2026; and that (b) "a second day of Manduca's deposition will be allowed to take place following all the document production in this case if all the production is not made by June 9, 2026." (Mot. at 3.) The first request is now moot, and the second is unreasonable.

First, State Farm expects to complete most of its production in advance of Ms. Manduca's scheduled deposition on June 23. Further, State Farm has prioritized and ensured that all Manduca specific documents were produced first and then also produced the exhibits from her deposition two years ago which used documents produced in *Hosier* when State Farm realized that full *Hosier* productions would be delayed.

Second, the Court should not allow Plaintiffs to depose Ms. Manduca a second time simply because Plaintiffs sought a date for her deposition prior to the date that State Farm was able to complete its production. Plaintiffs created this situation by noticing Ms. Manduca's deposition for June 9, 2026, on May 28—six days after State Farm filed its Motion for Extension explaining that it could not meet the Court's original production deadline. Plaintiffs' selection of this date, and the simultaneous filing of their Motion seeking a second deposition, strongly suggests gamesmanship. In any event, based upon the Court's guidance at the virtual status hearing on June 1, Ms. Manduca has now been offered and noticed for deposition on June 23, the very beginning of the window identified by the Court. Moreover, State Farm prioritized producing any responsive documents from Ms. Manduca (as well as documents related to State Farm's FME, which Ms. Manduca led for a period of time) in its June 1, 2026 production—which included more than 19,000 documents involving Ms. Manduca(and more than 27,000 documents with family members). State Farm's June 16, 2026 production included more than 2,000 additional documents involving Ms. Manduca. Because Plaintiffs have not yet taken Ms. Manduca's deposition, and State Farm has completed virtually all its Manduca-related production pursuant to the original June 1 date in the Order, there is simply no basis to order any additional depositions. Nor is there any emergency that would require her to be deposed before document production is completed. Plaintiffs' proposed "sanction" is an attempt to depose a witness twice—it has no relation whatsoever to any (still unidentified) harm to Plaintiffs resulting from State Farm's inability to complete its production by June 1, 2026.

State Farm also pauses to note the double standard Plaintiffs are asking this Court to impose on compliance with discovery obligations. Plaintiffs did not respond to State Farm's very basic, Plaintiff-specific discovery until ***80 days after*** they were due and then only after State Farm moved to compel. *See* State Farm's Motion to Compel, filed December 12, 2025. Once Plaintiffs did respond, Plaintiffs argued "no harm no foul" and demanded that State Farm withdraw its Motion as now being improper. Thus, it took Plaintiffs ***80 days*** to produce approximately ***700 documents***, while State Farm will produce over ***700,000 documents*** approximately ***60 days*** after they were ordered by the Court. While Plaintiffs' position is unreasonable based only on State Farm's discovery record, it is indefensible given their own.

CONCLUSION

WHEREFORE, State Farm respectfully requests that the Court deny Plaintiff's Motion to Enforce, Request for Expedited Hearing, and Request for Discovery Sanctions.

Respectfully submitted,

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was served by U.S. Mail, postage prepaid, this 19th day of June, 2026, to:

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