IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
CLEVELAND COUNTY, OKLAHOMA
May 1, 2026 4:41 PM
MARILYN WILLIAMS, COURT CLERK
Case Number CJ-2023-1426

DON FOSTER AND BRENDA FOSTER,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY COMPANY, DAVID CAMP, AND RITA WALLENBERG INSURANCE AGENCY, INC.,

Defendants.

Case No.: CJ-2023-1426

PLAINTIFFS' MOTION TO SHOW CAUSE AND FOR SANCTIONS AGAINST DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

On December 15, 2025—almost five months ago—State Farm requested 150 days to comply with the Court's November 13, 2025 discovery order ("Order") compelling production of materials that, as defense counsel admitted, have been produced in other litigations previously. *See* Ex. 1 (Dec. 16, 2025 Hr. Tr.) at 67:15–23; Ex. 2 (Jan. 2, 2026 M&C Tr.) at 82:3–83:21. State Farm's requested deadline expired on April 1, 2026. But State Farm did not make its court-ordered production. Instead, State Farm unilaterally granted itself a stay because it decided to appeal the Order in the eleventh hour. Critically, State Farm failed to petition this Court or the Supreme Court for an emergency stay upon filing its appeal; it only requested the Supreme Court for a stay, set to be heard ***after*** the Order's deadline expired. As it stands, State Farm has been in contempt of the Court's Order for a month. This Court and Plaintiffs are entitled to hear why, exactly, State Farm has delayed this litigation in direct violation of this Court's Order. Accordingly, Plaintiffs respectfully request this Court for an order (1) directing State Farm to appear and show cause for failure to comply with the Order and (2) granting sanctions against State Farm for Plaintiffs as this Court sees fit. To assist with this Court's consideration, Plaintiffs provide potential sanctions herein.

FACTUAL BACKGROUND

1. On November 13, 2025, the Court made its Order compelling documents related to State Farm's institutional practices to systematically underpay claims for storm damage in Oklahoma, including documents and communications related to State Farm's Wind/Hail Fire Model Enhancement team ("FME"). Because State Farm disagreed with the Court's Order, it refused to sign a journal entry. A journal entry reflecting the Court's Order was not entered until January 28, 2026—after further motion practice and oral argument. *See* Ex. 3 (Order JE).

2. On December 16, 2025, at the hearing on motions for a protective order, counsel for State Farm specifically asked this Court for 150 days to comply with the Order. Ex. 1 at 67:15–23. The Court granted State Farm's request.

3. On December 17, 2025—the very next day—State Farm filed its Motion to Reconsider, Clarify, and Stay the Order. After hearing oral argument on January 23, 2026, the Court denied State Farm's Motion. Despite State Farm's counsel acknowledging on the record that State Farm would likely file an application to assume original jurisdiction with the Supreme Court, State Farm never again petitioned this Court for a stay of the Order. *See* Ex. 4 (Jan. 23, 2026 Hr. Tr.) at 54:10–21.

4. Instead, on March 6, 2026, State Farm simply filed its application with the Supreme Court. Critically and mysteriously,[1] this application did not also include a request for an ***emergency*** stay. Rather, State Farm asked the Supreme Court for a stay under typical procedure. On March 9, 2026, the Supreme Court provided State Farm with notice of the referee hearing date: April 1, 2026—also State Farm's requested deadline for compliance with the Order.

5. On the eve of the referee hearing, March 31, 2026, the Supreme Court moved the hearing

[1] State Farm's failure here is puzzling since it previously demonstrated its ability to petition the Supreme Court for an emergency stay where a discovery deadline loomed. *See, e.g.*, *State Farm v. Timmons*, Sup. Ct. No. 121,489 (Okla. Jul. 27, 2023).

date to April 7, 2026—a week after State Farm's deadline would run. Still, State Farm did not modify its application for a stay with the Supreme Court or renew its request for a stay with this Court. This failure was not for lack of thought. Defense counsel contacted Plaintiffs' counsel and specifically requested a stay in light of the moved hearing date. When Plaintiffs declined, defense counsel advised State Farm would likely have to get "something" on file with this Court. Permission, apparently, fell low on State Farm's list of priorities.

6. On April 1, 2026, at 4:59 PM, State Farm produced: a handful of its 70-series Operation Guides for sporadic years between 2017 and 2021; training transcripts (but not training) for three employees; one (four-page) sales brochure; and the following deposition transcripts with exhibits: Tom Moss, Nicole Manduca, Jason Taylor, and Sharon Arnold. As the Court is well aware, this production falls woefully short of the Order's mandate. *See* Ex. 3 (compelling communications regarding State Farm's handling of wind/hail claims in Oklahoma during the FME implementation period, training regarding wind/hail damage, documents from State Farm's P&C division regarding wind/hail claims, contracts and related documents for State Farm's third-party vendors, etc.). At 5:17 PM on the same evening, Plaintiffs' counsel asked whether and when State Farm would make its remaining court-ordered production. State Farm never responded.

7. The Supreme Court denied State Farm's application to assume original jurisdiction on April 28, 2026. *See* Ex. 5 (SC Order). The same day, Plaintiffs' counsel again asked when State Farm would make the remainder of its court-ordered production. Days later, defense counsel responded:

> Ashton – I've been in conversations with my client regarding this throughout this week. I'll have a full response for you tomorrow.

But defense counsel never followed up. Instead, it quietly filed a Motion for Extension of Time for compliance with the Order, asked the Court's bailiff to set the motion for hearing on May 14, 2026—which truncates Plaintiffs' statutory response deadline.

8. State Farm has been in violation of the Court's Order—without reason or explanation—for a month. State Farm chose not to seek a stay with this Court or an emergency stay with the Supreme Court, despite having every opportunity to move in a timely manner. The factual record makes clear this failure was not inadvertent—State Farm simply believed its obligations under the Order would never come to fruition. Overconfidence is not an excuse for contempt.

LEGAL STANDARD

Under 12 O.S. § 3237(B)(2), the Court may issue any sanctions "as are just" for State Farm's failure to comply with the Order, including (but not limited to):

> (a) an order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order,
>
> (b) an order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence,
>
> (c) an order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceedings or any part thereof, or rendering a judgment by default against the disobedient party,
>
> (d) in lieu of or in addition to the orders provided for in subparagraphs a through c of this paragraph, an order treating as a contempt of court the failure to obey any orders …

12 O.S. § 3237(B)(2)(a)–(d). Further, the same section provides: "the court ***shall require*** the party failing to obey the order or the attorney advising the party or both to pay the reasonable expenses, including attorney fees, caused by the failure." *Id.* at § 3237(B)(2) (emphasis added).

Discovery sanctions are reviewed for an abuse of discretion. *Barnett v. Simmons*, 2008 OK 100, ¶ 23, 197 P.3d 12, 20 ("A trial court's ruling on a request for sanctions will not be disturbed unless contrary to the weight of evidence or to a governing principle of law."). "The task of determining a correct sanction for a discovery violation is a fact-specific inquiry that the trial court is best qualified to make." *Id.* at ¶ 26. Importantly:

> Section 3237(B)(2) contains no requirement of willfulness … [it] states that if a party has "failed to obey" an order of the court, the court may enter orders that are just. Willfulness or bad faith, or intentional conduct, goes to the *severity* of the sanctions to be imposed, and the most severe sanctions … should be imposed only where the party's conduct is intentional, willful or in bad faith.

Id. at ¶ 24 (emphasis original). There is no question that State Farm has willfully and intentionally violated the Court's Order. Considering the factors set forth by the Oklahoma Supreme Court, severe sanctions are warranted. *See id.* at ¶ 26 (severity factors include "willfulness, prejudice, whether there was a warning that failure to cooperate could lead to dismissal, whether less drastic sanctions were imposed or considered, and the amount of interference with judicial process").

ARGUMENTS AND AUTHORITIES

Plaintiffs issued their First Set of Discovery to State Farm—the subject of the Order—over a year ago. The Court made its Order approximately six (6) months ago. And State Farm requested 150 days to comply five (5) months ago.[2] Its requested deadline expired over a month ago. And State Farm never asked this Court for a stay in light of its application to assume original jurisdiction. There is no excuse.

[2] As an aside, defense counsel's specific request for a 150-day deadline—***immediately*** followed by its Motion to Reconsider, Clarify, and Stay the Order—arguably constitutes a violation of 12 O.S. § 2011(B)(1), which provides that advocating for relief before the Court acts as a certification that the relief "is not being presented for any improper or frivolous purpose, such as … to cause unnecessary delay." Further still, State Farm's flagrant misrepresentations to the Oklahoma Supreme Court (detailed in Plaintiffs' Response to its application and brief in support) regarding the underlying record on Plaintiffs' First Motion to Compel violated 12 O.S. § 2011(B)(4). For example, State Farm excluded from its Appendix all thirteen (13) of Plaintiffs' Motion to Compel exhibits, and then argued to the Supreme Court that "[t]he district court here ordered State Farm for submit to onerous discovery while failing to require Plaintiffs to make any showing of relevancy beyond conclusory allegations." SF's BIS App. at 12. State Farm also argued "the district court impermissibly permitted [a] 'fishing expedition'" by "allowing Plaintiffs to engage in such broad discovery without having substantiated with evidence the relevancy of their requests." *Id.* at 14. State Farm's arguments were objectively false. These integrity-related violations independently support sanctions. *See Hammonds v. Osteopathic Hosp. Founders Ass'n*, 1996 OK 100, 934 P.2d 319, 322. Plaintiffs do not seek sanctions for this conduct at this time, but an admonishment may be in order to deter such future conduct here and in State Farm's many other litigations.

Plaintiffs respectfully suggest the Court issue the following sanctions, as it finds just:

- a monetary sanction for each day State Farm is in violation of the Court's Order beginning on April 2, 2026 until State Farm certifies (via sworn statement) its court-ordered production is full and complete, in an amount to be determined by the Court considering State Farm's average annual marketing budget from 2019 to 2025;

- a shift of fees and costs for any depositions that have to be scheduled later than May 31, 2026 due to State Farm's failure to complete its court-ordered production;

- an award of fees and costs for this motion and any subsequent reply, hearing, and motion practice regarding the need for the Court to settle a journal entry or State Farm's (inevitable) request for reconsideration or clarification (*see* 12 O.S. § 3237(B)(2));

- an order finding State Farm in direct contempt of court (*see, e.g.*, *Autry v. State*, 2007 OK CR 41, ¶¶ 14–15, 172 P.3d 212, 215); and

- an admonishment against State Farm and counsel for their willful failure to seek a stay and decision to knowingly violate the Court's Order.

State Farm cannot continue to abuse the judiciary and opposing litigants every time it loses a discovery ruling. It cannot grant its own relief. And it cannot ignore this Court. The gamesmanship has run rampant, and it will take a firm hand to send State Farm the message: enough is enough. This Court has the authority and the grounds to remind State Farm that it is subject to this Court's jurisdiction and orders. Sanctions are warranted. And frankly, based on the brazenness of State Farm's conduct alone, sanctions are necessary. Accordingly, Plaintiffs respectfully request the Court for an order granting sanctions against State Farm and holding it in direct contempt.

Respectfully submitted,



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CERTIFICATE OF MAILING

This is to certify that on this 2nd day of May, 2026, a true and correct copy of the above and foregoing pleading was mailed, via U.S.P.S., postage pre-paid to the all counsel of record as of the time of this filing.



Ashton Poarch

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA

DON FOSTER AND BRENDA FOSTER, Plaintiffs,	)	
vs.	)	Case No. CJ-2023-1426
STATE FARM FIRE AND CASUALTY COMPANY, DAVID CAMP, NOAH BASIC, AND RITA WALLENBERG INSURANCE AGENCY, INC., Defendant.	)	

* *

TWENTY-FIRST JUDICIAL DISTRICT OF OKLAHOMA

TRANSCRIPT OF PROCEEDINGS

HAD ON THE

16TH DAY OF DECEMBER, 2025

BEFORE THE HONORABLE THAD BALKMAN

DISTRICT JUDGE

* *

REPORTED BY:

Pamela J. Goold, CSR, RPR, RMR
Official Court Reporter
Cleveland County Courthouse
Norman, Oklahoma 73069
(405) 366-0298

EXHIBIT 1

A P P E A R A N C E S

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FOR THE DEFENDANTS:

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EXHIBIT 1

THE COURT: Okay. All right. Mr. Morris.

MR. MORRIS: So the scope of the discovery that's been ordered is the broadest that I'm aware of in any case involving State Farm. The idea that it will be ready in 30 days is not based in reality on our side. We're looking at millions of responses, of hits of documents that have to be reviewed and we're happy to provide that information to the Court regarding that.

What I'd ask for and think would be reasonable as plaintiffs' counsel said earlier 30 -- and I wrote it down to make sure I got it right. 30 days in practice is not very much time. Well, on this -- on that point and this circumstance as far as producing the scale and scope of discovery that's been ordered, I agree.

150 days is what we would ask for from today. We believe there is some additional issues that need to be addressed with that discovery and we'll bring those to the Court, if needed. But 30 days from now especially with the holidays I don't see how it's humanly feasible.

The amount of hours of review time for what's been ordered is gargantuan and so 150 days is a much better and fairer amount of time for what -- where we're at in this particular litigation.

MR. MARR: Judge, why don't we get a State Farm records custodian up here, put him on the stand and let

EXHIBIT 1

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA

DON FOSTER and
BRENDA FOSTER,

Plaintiffs,

VS.

Case Number
CJ-2023-1426

STATE FARM FIRE AND CASUALTY
COMPANY, et al.,

Defendants.

CERTIFIED COPY

* * * * *

VIDEOCONFERENCE MEET AND CONFER

JANUARY 2, 2026

COMMENCING AT 1:35 P.M.

* * * * *

instaScript, LLC
125 Park Avenue, Suite LL
Oklahoma City, Oklahoma 73102
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Reported via Zoom by: Cheryl D. Rylant, CSR, RPR

A P P E A R A N C E S

[All appearing via Zoom]

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on page 1 that starts with "as it concerns..."

MR. IHRIG: Uh-huh.

MR. MORRIS: I think that's additional commentary that Balkman did not state in the hearing; so I would take that entire paragraph out.

MS. DULISSE: What paragraph? What?

MR. IHRIG: It's the "as it concerns..." The very last two lines of page 1.

MR. MORRIS: Everything up to "it is hereby ordered..."

I mean the way to reach an agreement on this is to limit it to what the actual rulings that specifically were made on the transcript record.

MR. IHRIG: Yeah. I don't have the transcript in front of me, but if -- if that's not in the transcript, then I'm not going to object to removing that.

MS. DULISSE: So specifically are you talking about --

MR. IHRIG: "As it concerns all the discovery requests at issue here," and "it is the Court's understanding that many, if not all, of the responsive documents have been produced by State Farm in other litigations."

MS. DULISSE: Well, I think --

well, I'll have to go back look at the transcript. I feel like that was a topic of much conversation at the hearing and I think --

MR. MORRIS: I think --

MS. DULISSE: -- he did comment on that.

MR. MORRIS: -- the topic of conversation versus a ruling, I mean, yeah, you guys said that, but I mean, unless he made a finding of it, then I don't --

MR. IHRIG: Well, I mean let me ask you this, Andrew: Do you disagree that that's the truth?

MR. MORRIS: That he made that broad of a --

MR. IHRIG: No. Do you disagree that the documents at issue have been produced in other litigations?

MR. MORRIS: I don't disagree that some of the documents at issue have been produced in other litigation --

MR. IHRIG: And that says many --

MR. MORRIS: -- if not all --

MR. IHRIG: -- if not all.

So, look, let us go back and look at the

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STATE OF OKLAHOMA

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED
JAN 28 2026
In the office of the
Court Clerk MARILYN WILLIAMS

DON FOSTER and BRENDA FOSTER, Plaintiffs, v. STATE FARM FIRE AND CASUALTY COMPANY, DAVID CAMP, and RITA WALLENBERG INSURANCE AGENCY, INC., Defendants.	Case No: CJ-2023-1426 *Judge: Thad Balkman*

ORDER

On the 13th day of November, 2025, *Plaintiffs' Motion to Compel State Farm Fire and Casualty Company* came on for hearing before the undersigned Judge of the District Court of Cleveland County, Oklahoma. Counsel of record for Don and Brenda Foster ("Plaintiffs") and for Defendant State Farm Fire and Casualty Company ("State Farm") were present and provided oral argument to the Court.

The Court, having reviewed the filed pleadings, and considering all arguments presented by counsel, and being fully advised in the premises, finds as follows:

This is an insurance bad faith and breach of contract case against State Farm, adjuster David Camp ("Camp"), and the Rita Wallenberg Insurance Agency, Inc. ("Wallenberg"). On July 18, 2021, Plaintiffs' home was damaged in a hail and windstorm. Plaintiffs have moved to compel several responses to Interrogatories and Requests for Production of Documents.

As it concerns all the discovery requests at issue herein, it is the Court's understanding that many, if not all, of the responsive documents have been produced by State Farm in other litigations.

EXHIBIT 3

Additionally, and in accordance with 12 O.S. § 3226(B)(1), the Court made specific rulings on relevance and proportionality on a request by request basis and found the discovery sought to be relevant, proportional, and not unduly burdensome.

IT IS HEREBY ORDERED that, unless specifically stated otherwise below, no time limit applies to the documents ordered to be produced in the Court's Order. The descriptions of documents to be produced which are included herein are general and descriptive only, and they do not broaden or narrow the scope of documents to be produced beyond what is included in Plaintiffs' discovery requests or reflected in the transcript of the November 13, 2025 hearing on Plaintiffs' Motion to Compel, unless expressly indicated.

1. ***Basic Claim Information, Claim File Documents, and Documents Concerning Plaintiffs*** – **(Interrogatory No. 6 and Request Nos. 1-5).** These discovery requests generally seek (1) the identification of all individuals consulted by State Farm in the process of handling Plaintiffs' claim; (2) copies of all documents and communications[1] pertaining to Plaintiffs or their claims (past or present) contained in State Farm's Enterprise Claims System and/or Fire Master Record; (3) copies of any inspections of Plaintiffs' dwelling prior to their policy of insurance being placed; and (4) organizational charts for State Farm's claims, underwriting, and agency departments.

The Court hereby **ORDERS** State Farm to produce all documents responsive to these discovery requests and supplement the indicated interrogatory answers.

2. ***Claims/Defenses/Documents Relied Upon to Respond to Plaintiffs Discovery*** – **(Interrogatory Nos. 16-17 and Request Nos. 6-7).** These discovery requests generally seek

[1] As used herein, the term "communication(s)" shall have the same meaning as defined by Plaintiffs in their discovery requests.

information/documents concerning (1) whether Plaintiffs failed to comply with the terms of their homeowners' insurance policy or otherwise failed to mitigate their damages; and (2) documents supporting State Farm's affirmative defenses and/or relied upon by State Farm to respond to Plaintiffs' discovery requests.

The Court hereby **ORDERS** State Farm to produce all documents responsive to these discovery requests and supplement the indicated interrogatory answers. If State Farm is not asserting that Plaintiffs failed to comply with their Policy or that they failed to mitigate their damages, State Farm is ordered to supplement its interrogatory answers to succinctly state the same.

3. ***Email Communications*** – **(Request Nos. 9 and 10).** These discovery requests relate to documents/communications (1) sent to or from any claims handler, team manager, section manager, or other employees of State Farm pertaining to Plaintiffs' claim (Request No. 9) and (2) between Section Manager Sharon Arnold and any team manager handling wind/hail claims for homeowners' policies in Oklahoma for the last five years (Request No. 10).

The Court hereby **ORDERS** State Farm to produce all documents responsive to Request No. 9. The Court further **FINDS** that Request No. 10 is sufficiently narrowed (*i.e.*, limited to wind/hail claims in the State of Oklahoma) and is relevant to Plaintiffs' pattern and practice allegations and therefore **ORDERS** State Farm to produce all documents to Request No. 10 for the past 5 years (*i.e.*, from January 1, 2020 to present). To the extent such information exists in the responsive documents, State Farm may redact the names and street address of any insured who may be identified in such documents. The zip code shall remain unredacted.

4. ***Personnel Files*** – **(Request No. 12).** This Request seeks the production of the personnel file of each person requested by Plaintiff to be identified in response to Interrogatory

No. 2. State Farm has agreed to produce its "employee shields" for four individuals involved in the handling of Plaintiffs' claim (*i.e.*, Jack Buben, David Camp, Chris Forbes, and Amari Gilbert).

The Court hereby **ORDERS** State Farm to produce the complete personnel file of each individual identified in response to Interrogatory No. 2, which includes training transcripts, educational background, scorecards, and bonus information. State Farm's request to limit this Request to "employee shields" is **DENIED**. State Farm may redact personal health information, social security numbers, birth certificates, marriage certificates, and other non-State Farm employment-related information.

5. ***Adjuster Training*** – **(Request Nos. 11, 13-14, and 17-20)**. These discovery requests generally seek (1) documents State Farm used to train individuals identified in response to Interrogatory No. 2 (Request No. 11); (2) complete training transcripts from all Persons identified in response to Interrogatory No. 2 (Request No. 13); (3) communications regarding claims personnel misidentifying wear and tear as hail damage in Oklahoma during the last five years (Request No. 14); (4) certain P&C Claims documents (*i.e.*, meeting notes, initiatives, plans, or other documents) relating to roof claims in Oklahoma arising from claimed wind and/or hail damage (Request No. 17); (5) documents and communications regarding State Farm's requirement that a claim adjuster must obtain team manager approval before totaling a roof based on data from AccuWeather in connection with wind/hail claims (Request No. 18); and (6) documents and communications regarding State Farm's decision to rescind or otherwise limit claims adjusters' authority to total roofs for wind/hail damage without managerial review or approval (Request Nos. 19 and 20).

The Court **FINDS** these Requests are not unduly burdensome to produce and hereby **ORDERS** State Farm to produce all documents responsive to Request Nos. 11 and 17-20 for the

time period beginning January 1, 2010 to present, and all documents responsive to Request for Production No. 14 for the time period indicated in that request. Consistent with the Court's ruling in relation to Request No. 12, Request No. 13 is not subject to any date limitation.

6. *Agent Training* – **(Interrogatory Nos. 11-13 and Request Nos. 15-16 and 21-24).** These discovery requests generally seek information or documents pertaining to (1) the identification of State Farm's requirements, training, expectations, and tracking or measurement of its agents' competency/accuracy in utilizing 360 Value; (2) State Farm's definition of hail and wind damage provide to its agency sales force; (3) State Farm's underwriting guidelines, job aids, training materials (a) relied upon by State Farm agents when selling, issuing, and renewing Plaintiffs' homeowners' insurance policy; and (b) provided to its agents regarding property inspections and insurance to value from one year prior to the date Plaintiffs' homeowners' insurance policy originally issued to present; and (4) contracts between State Farm and any State Farm captive agent involved in the sale, renewal, or maintenance of Plaintiffs' homeowners' insurance policy since its inception.

The Court hereby **FINDS** none of the Requests violate the rules of proportionality, and that they are discoverable and not unduly burdensome and therefore **ORDERS** State Farm to produce all documents responsive to these discovery requests and supplement the indicated interrogatory answers.

7. *Third Party Vendor Information* – **(Request Nos. 31-32).** These discovery requests generally seek all contracts, statement or scope of work documents, addendums, company profiles, and workflow requirements between State Farm and third-party vendors used on Plaintiffs' claim at issue. In connection with Plaintiffs' claim, State Farm utilized the services of (1) Seek Now and (2) Envista Forensics. To the extent any other third-party vendor was utilized

on Plaintiffs' claim, the discovery sought pertaining to any such vendor is relevant and discoverable.

The Court hereby **ORDERS** State Farm to produce all documents responsive to these discovery requests as they concern Seek Now, Envista Forensics, and any other third-party involved in the handling of Plaintiffs' claim.

8. ***Haag Training Information/Bias*** – **(Request. Nos. 33-37).** These discovery requests generally seek documents relating to (1) training materials State Farm uses to train its claims handlers concerning wind/hail claims, including training materials provided by any third party to train State Farm personnel in the handling of wind/hail claims, identifying "wear and tear" and "accidental direct physical loss" (Request No. 33); (2) communications from P&C Claims related to HAAG training (Request No. 34); (3) communications notifying State Farm personnel that Haag training is/will be required on an annual basis (Request No. 35); (4) State Farm's adoption of HAAG's definition of wind and/or hail damage (Request No. 36); and (5) any review or investigation conducted by or on behalf of State Farm into HAAG's objectivity and State Farm's relationship with HAAG following the jury verdict that was issued in *Watkins v. State Farm* (Request No. 37).

The Court hereby **ORDERS** State Farm to produce all documents responsive to these discovery requests.

9. ***Hail Quality Focus*** – **(Request No. 38-47).** These discovery requests generally seek documents relating to wind/hail homeowners' claims from July 18, 2016 (5 years prior to Plaintiffs' date of loss) to present pertaining to State Farm's (1) internal tracking of wind/hail claims in Oklahoma where it was determined by State Farm that soft metals on a roof were damaged by wind/hail, but the shingles were not, or were not damaged to an extent that would

exceed the underlying deductible; (2) Wind/Hail Focus Models regarding homeowners' claims; (3) Fire Property Claims Plans regarding homeowners' claims; (4) Hail Focus Reports; (5) Fire Segment Enhancement tactic analysis(es) concerning wind/hail claims handling procedures at State Farm; (6) decision to utilize AccuWeather as a source of weather date when adjusting wind/hail claims in Oklahoma; (7) Leadership Tracker reports/results wherein wind/hail claims were surveyed in Oklahoma for the last five years; (8) memorialization of monthly and/or jurisdictional calls between State Farm's Consulting Services and section managers relating to claim surveys as part of State Farm's Wind Hail Quality Focus; (9) memorialization of any overviews provided by State Farm's Consulting Services to Claim Managers David Chikahisa and Eric Daly as part of State Far's Wind Hail Quality Focus; and (10) recommendations to or from State Farm's Wind and Hail Fire Model Enhancement Team concerning homeowners' claims, as referenced by Claims Consultant Tom Moss during his deposition of August 17, 2023.

The Court hereby **ORDERS** State Farm to produce all documents responsive to these discovery requests from January 1, 2016, to present.

10. ***Quality Assurance / Cost Benefit / Financial Impact*** – **(Request Nos. 48-49).** These discovery requests generally seek State Farm's analyses regarding its cost/benefit, return on investment, financial impact, and synonymous documents relating to (1) the adjustment and handling of roof wind and/or hail claims in Oklahoma; and (2) recommendations made by State Farm regarding reduction in indemnity payments or spending on roof wind and/or hail claims.

The Court hereby **FINDS** Plaintiffs have far exceeded any speculation threshold that would bar this discovery and therefore **ORDERS** State Farm to produce all documents responsive to these discovery requests from January 1, 2009 to present.

11. *Underwriting and Claim Software* – **(Interrogatory Nos. 3, 9, and 15 and Request Nos. 25-30, 43, and 50-51).** These discovery requests generally seek information/documents relating to (1) the identification of all software utilized by State Farm and Defendant Rita Wallenberg Insurance Agency, Inc. ("Wallenberg") in determining the replacement cost value of Plaintiffs' dwelling and pre-sets/assumptions built into such software; (Interrogatory No. 3) (2) the identification of all inspections (not just inspections related to Plaintiffs' claim at issue) of Plaintiffs' dwelling (Interrogatory No. 9); (3) the identification of all aspects, fields, questions, assumptions, pre-populated data fields, iScores, and other information utilized and/or available within the "generic" or "unaltered" 360 Value estimating tool that State Farm excluded in the 360 Value estimate report which State Farm makes available to its insureds (Interrogatory No. 15); (4) contracts, agreements, statement or scope of work documents, addendums, company profiles, business rules, defaults, preferences, and workflow requirements between State Farm and Xactware, Verisk, AccuWeather, and EagleView (Request Nos. 25 and 26); (5) replacement cost valuation reports generated by State Farm regarding Plaintiffs' home since Plaintiffs first applied for insurance with State Farm (Request No. 27); (6) internal analyses and corresponding communications regarding State Farm's decision to switch from XactValue to 360 Value to calculate estimated replacement costs of dwellings (Request No. 28); (7) communications between State Farm and Xactware regarding modifications/customizations to State Farm's version of Xactware software (Request No. 29); (8) documents and communications between State Farm and Xactware comparing XactValue to 360 Value on a state-by-state basis (Request No. 30); (9) State Farm's decision to utilize AccuWeather for weather data for Oklahoma wind/hail claims (Request No. 43); (10) State Farm's selection of preferences/options within Xactimate (Request No. 50); and (11) all personal rules, program rules, business rules, trending

EXHIBIT 3

reports, managerial reports, and *ad hoc* reports available within State Farm's version of Xactware's Xactanalysis software program.

The Court grants Plaintiffs' motion on these interrogatories because the burden is on State Farm to show why they overly burdensome or not proportional and the Court **FINDS** the allegations in Plaintiffs' Petition are sufficient and therefore **ORDERS** State Farm to supplement its answers to Interrogatory Nos. 3, 9, and 15. The Court further **FINDS** Request Nos. 25-30 are relevant and therefore State Farm is further **ORDERED** to produce all documents responsive to Request for Production Nos. 25-30, without any time or geographical limitation. Concerning Request for Production No. 43, State Farm is hereby **ORDERED** to produce all responsive documents from January 1, 2009 to present. Concerning Request for Production Nos. 50 and 51, State Farm is hereby **ORDERED** to produce all responsive documents from January 1, 2010 to present, without any geographical limitation.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiffs' Motion to Compel State Farm is hereby **GRANTED** as set forth herein. **IT IS FURTHER ORDERED** that State Farm is to produce all responsive documents to Plaintiffs identified herein on or before April 1, 2026. State Farm is to provide supplemental interrogatory answers on or before January 15, 2026.

IT IS SO ORDERED.

Dated this 27 day of January, 2026.

Thad Balkman

THAD BALKMAN
Judge of the District Court

EXHIBIT 3

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EXHIBIT 3

IN THE DISTRICT COURT OF CLEVELAND COUNTY

STATE OF OKLAHOMA

DON FOSTER AND BRENDA FOSTER, Plaintiffs,	)	
vs.	)	Case No. CJ-2023-1426
STATE FARM FIRE AND CASUALTY COMPANY, DAVID CAMP, NOAH BASIC, AND RITA WALLENBERG INSURANCE AGENCY, INC., Defendants.	)	

* *

TWENTY-FIRST JUDICIAL DISTRICT OF OKLAHOMA

TRANSCRIPT OF PROCEEDINGS

HAD ON THE

23RD DAY OF JANUARY, 2026

BEFORE THE HONORABLE THAD BALKMAN

DISTRICT JUDGE

* *

REPORTED BY:

Pamela J. Goold, CSR, RPR, RMR
Official Court Reporter
Cleveland County Courthouse
Norman, Oklahoma 73069
(405) 366-0298

EXHIBIT 4

A P P E A R A N C E S

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EXHIBIT 4

didn't exceed the deductible, so there necessarily was no payment made.

It is not as easy as they lay it out to be or tried to lay it out to be as far as production. And I think that the information provided by Mr. Nimesgern, yes, that's on one particular RFP, but that is extrapolated, can be extrapolated. I think that's maybe the right word.

THE COURT: What is that?

MR. MORRIS: I'm not sure if I made up one there a minute ago, but too many of the others and we have the issue on many others.

The other thing is the issue of the stay that we requested, and I'm certainly not going to hide the ball that there is a chance that State Farm, you know, asks for a writ. And I don't want to mislead anyone in any way that has not been decided one way or the other yet, but that's a possibility.

I think that, you know, the Court if it's not inclined to grant me the motion to reconsider, then a stay would be appropriate. The test that is cited by plaintiff in the briefing -- by plaintiffs in the briefing, excuse me. For the stay issue is the test for injunctive relief.

And that's not what applies because it's not

EXHIBIT 4

ordering that it be produced in native format as opposed to PDF.

So that's where I come down on this motion. I think we need to address the stay that Mr. Morris has announced that his client may ask for a writ.

At this time I'm not inclined to grant any type of stay on that. Certainly, we can address that in the future if that -- if State Farm is to reurge that, but I'm not going to issue a stay at this time.

MR. JEFF MARR: Thank you, Judge.

THE COURT: The final issue we have -- well, let me just make sure. Mr. Morris, I want to make sure I don't just speed through that, but is there any clarification you needed?

MR. MORRIS: I am going to have one question, Judge. I've just got to find it. No, I don't.

THE COURT: If you have something we can stick around.

MR. MORRIS: I appreciate that. Thank you.

THE COURT: Sure. The final issues are that plaintiffs have asked for depositions of Nicole Manduca and Jacob Nimesgern -- Nimesgern. The Defendant motion to ask for a protective order quashing those depositions. There has been a little bit of argument about that certainly while we excused the non-lawyers. We went into

EXHIBIT 4

ORIGINAL

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FILED
SUPREME COURT
STATE OF OKLAHOMA

APR 28 2026

SELDEN JONES
CLERK

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

TUESDAY, APRIL 28, 2026

THE CLERK IS DIRECTED TO ENTER THE FOLLOWING ORDERS OF THE COURT:

122,685 Gray Media Group, Inc., d/b/a KWSO-TV and Seth Marsicano v. Comanche Co. Facilities Authority and David Webber in his official capacity as Interim Administrator of Comanche Co. Detention Center
Petition for rehearing is denied.
CONCUR: Rowe, C.J., Kuehn, V.C.J., Edmondson, Combs, Gurich, and Darby, JJ.
DISSENT: Winchester, Kane, and Jett, JJ.

123004 (Consolidated with 123,005) Red Dirt Industries, LLC v. State of Oklahoma *ex rel.*, Oklahoma Medical Marijuana Authority
Petition for certiorari is denied.
ALL JUSTICES CONCUR.

123,817 Alma Mejia, Special Administrator of the Estate of Cesar Mejia v. Richard B. Sappington, Seaboard Foods, LLC and Mulubrehan Gebresilase
Petition for certiorari certified interlocutory order is denied.
CONCUR: Kuehn, V.C.J., Winchester, Edmondson, Combs, Gurich, Darby, and Kane, JJ.
DISSENTS: Rowe, C.J.
RECUSED: Jett, J.

123,852 State Farm Fire & Casualty Company v. The Honorable Thad Balkman; and Don Foster and Brenda Foster, Real Parties in Interest
Application to assume original jurisdiction is denied.
CONCUR: Rowe, C.J. Kuehn, V.C.J., Winchester, Edmondson, Combs, Gurich, and Darby, JJ.
RECUSED: Kane and Jett, JJ.

123,882 Ken Miller v. The Honorable Shawn S. Taylor, District Judge of Craig County, Oklahoma; and Roy and Julia Fincel, Real Parties in Interest
Application to assume original jurisdiction is denied.
ALL JUSTICES CONCUR.

CHIEF JUSTICE

Rec'd (date) 4-28-26
Posted
Mailed
Distrib
Publish ___ yes X no

EXHIBIT 5