



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

BILLY & LACY HURSH,
Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY;
MARK D. WELTY; and
MARK D. WELTY INSURANCE
AGENCY, INC.,
Defendants.

OCT - 2 2026

RICK WARREN
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Case No. CJ-2025-2626

Honorable Amy Palumbo

REDACTED

PLAINTIFFS' MOTION TO COMPEL RE-PRODUCTION OF
ELECTRONICALLY STORED INFORMATION IN THE FORM DEFENDANT
STATE FARM ELECTED, AND BRIEF IN SUPPORT

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- Exhibit 1:** Defendant State Farm’s Responses to Plaintiffs’ First Set of Discovery Requests (Sept. 22, 2025)
- Exhibit 2:** Defendant State Farm’s Answers, Responses and Objections to Plaintiffs’ Second Set of Interrogatories and Requests for Production (Jan. 27, 2026)
- Exhibit 3:** Plaintiffs’ First Discovery Requests—“Definitions”, “Instructions”, and ESI
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- Exhibit 14:** Defendant State Farm’s Supplemental Responses to Plaintiffs’ First Set of Discovery Requests (Sept. 3, 2026)

I. INTRODUCTION

State Farm failed to produce critical metadata for the electronic records at the center of this case. It did not withhold that metadata under any provision of the Oklahoma Discovery Code or claim a right to withhold it. State Farm elected, in writing, to produce it and then simply did not.

Plaintiffs specified a form of production in their First Set of Discovery Requests. State Farm objected (as it was entitled to do) and then discharged its obligation: it stated “the form or forms it intends to use.” 12 O.S. § 3234(B)(2)(d). State Farm committed to produce images accompanied by document-level searchable text, “metadata load files ... in .DAT file format,” image load files “in .OPT format (*i.e.*, industry standard ‘Concordance’ formatted load files).” Ex. 1, Def.’s Resps. & Objs. at 12–13 (Sept. 22, 2025). It repeated that election verbatim on January 27, 2026. Ex. 2, Def.’s Resps. & Objs. at 12–13 (Jan. 27, 2026).

What arrived was different. State Farm has produced 156,748 files to date. Approximately *ninety percent* of them are flattened PDF renderings carrying substantially no native file metadata—no .DAT load file and no .OPT load file accompanied the volumes, and attachments cannot be matched to the Microsoft Outlook (“MS Outlook”) emails they came from.

One produced document exemplifies the broad deficiency and the harm it has caused: an October 26, 2021 message transmitting a roof-results presentation prepared for a State Farm Senior Executive Offsite (“SEO”). The email names two attachments, only one of which can be located in the production, and carries a Word document whose legal-department comments and tracked changes survive as pictures stripped of their authors, dates, and sequence. Ex. 9. The records were converted into pictures of themselves, and the data describing who sent them, who received them, when, on whose behalf, and what traveled with them was left behind.

Plaintiffs do not ask this Court to decide what form State Farm should have chosen. They ask the Court to hold State Farm to the form it chose. Its response falls short of its own stated form

— an impermissible election under § 3234(B)(2)(e). It is an incomplete response, and “an evasive or incomplete answer is to be treated as a failure to answer.” 12 O.S. § 3237(A)(3).

Plaintiffs allege State Farm applied a program to reduce full roof replacements and indemnity payments, and that their claim was decided under it. Proof turns on sequence and authorship — who circulated what, to whom, on whose behalf, and when. Oklahoma law makes that the center of the case: “[t]he reasonableness of any investigation conducted by the insurer is ... oftentimes one of the main issues in the bad faith tort case.” *Heffron v. Dist. Ct. of Okla. Cnty.*, 2003 OK 75, ¶ 17, 77 P.3d 1069, 1077. Plaintiffs request re-production in the elected form, at State Farm’s expense, with the expenses of this motion under 12 O.S. § 3237(A)(4).

II. BACKGROUND

A. Plaintiffs Specified a Form of Production and Served an ESI Protocol.

1. Plaintiffs served their First Set of Discovery Requests on approximately August 27, 2025. Instruction No. 8 directed that documents be produced “as they are kept in the usual course of business, or ... organize[d] and label[ed] ... to correspond to the categories in the Requests,” and that “all Electronic Documents must be produced in the format described in the ESI Protocol described below.” Ex. 3, Pls.’ 1st Disc. Reqs., Instr. No. 8.

2. Plaintiffs defined “Communications” to include “any message sent or received orally, in writing, or via technology,” and expressly provided that the term “shall include any attachments and/or metadata included in said message.” *Id.*, Def. No. 7 (emphasis added).

The ESI Protocol foreclosed a generic objection: “To the extent Defendant objects to Plaintiffs’ requested form of production, Defendant shall so state and advise of the specific format of production ... that Defendant believes to be a reasonably usable format. ... [A] promise to produce documents in ‘imaged format’ lacks the requisite specificity.” *Id.*, ESI Protocol, ESI Production ¶ 2. Plaintiffs reserved the right to seek re-production in native format. *Id.* ¶ 3.

B. State Farm Objected and Elected Its Own Form of Production.

3. State Farm responded on September 22, 2025. It objected to the ESI Protocol and then answered the Protocol paragraph by paragraph, electing the form it intended to use.

4. As to electronically stored information generally, State Farm stated: “To the extent ESI is produced, State Farm will produce reasonably accessible, relevant, non-privileged information in image format, accompanied by document-level text files containing searchable text (either extracted text or text created with optical character recognition (‘OCR’)). ... Notwithstanding State Farm’s objections and format set forth above, where applicable, metadata load files will be produced in .DAT file format and image load files in .OPT format (*i.e.*, industry standard ‘Concordance’ formatted load files).” Ex. 1 at 12–13.

5. State Farm identified five narrow exceptions to that approach, none of which reaches the electronic mail, calendar records, or working files at issue on this motion. *Id.* at 13.

6. State Farm closed: “To the extent there is a need for any deviation from the above, State Farm will meet and confer and negotiate in good faith effort to resolve the dispute with Plaintiffs’ counsel.” *Id.* at 13.

7. State Farm’s only stated ground for withholding metadata was relevance, not burden and not inaccessibility: “The information pertinent to the claims and defenses in this case can be found in the text of the documents and is not generally found in metadata and Plaintiffs have not set forth any basis or arguments to the contrary.” *Id.* at 12. State Farm asserted that position in the same paragraph in which it promised the .DAT metadata load file.

C. The Court’s Prior Discovery Orders and the Production that Followed.

8. Plaintiffs moved to compel on October 8, 2025. Following briefing and argument on November 14, 2025, the Court sustained the motion and entered its Journal Entry on November 25, 2025. Ex. 4. The Journal Entry states that the Court “carefully considered and weighed each of

the proportionality factors set forth in 12 O.S. § 3226(B),” and it names them: “the importance of the issues at stake in this 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.” *Id.* ¶ 2. Having weighed them, the Court found the discovery “relevant to [Plaintiffs’] claims, including allegations of pattern and practice,” “reasonably calculated to lead to the discovery of admissible evidence and proportional to the needs of the case,” and noted that “this matter involves claims where the amount in controversy is in excess of \$75,000”; found “a disparity in the parties’ relative access to the requested information in that most of the information is only accessible by State Farm and not by Plaintiffs”; found that “without this discovery, it may be impossible to resolve the pertinent issues in this case”; and stated that it “also takes into consideration the objections and arguments made by counsel for State Farm regarding the potential burden or expense.” *Id.* ¶¶ 3–6. The Court fixed the relevant period as “January 1, 2015 to present” and ordered production within 120 days, with previously produced materials to be produced within 30 days. *Id.* ¶¶ 7–8.

9. Plaintiffs filed a Second Motion to Compel on May 18, 2026, which State Farm opposed on June 4, 2026. Ex. 5. On July 7, 2026, the Court granted the Second Motion to Compel and directed that, “[p]ursuant to the First Motion to Compel, the Court expects production reflects [and] is provided in the ordinary course of business.” Ex. 12.

10. State Farm served supplemental answers on September 3, 2026, stating that it did so “as ordered by the Court” and that it “understands that the Court has overruled State Farm’s objections to those responses supplemented, at least insofar as it has found the information discoverable.” Ex. 14 at 1. The volumes at issue on this motion accompanied that court-ordered production.

D. State Farm Delivered Flattened Files.

11. The volumes were delivered through a download link created by State Farm counsel, as a single compressed .zip archive containing multiple batches of assorted records. Of the 156,748 files produced to date, approximately *ninety percent* (including emails of the State Farm executives this Court has ordered produced for deposition) were produced as image-only, “flattened” PDFs rather than in native format, and the order of documents within the batches does not correspond to the categories in Plaintiffs’ requests. To the extent any cross-reference or index file accompanied the delivery, it supplies no field identifying a message’s sender or recipients, date, custodian, or relationship to an attachment. Ex. 8, Decl. of Lance E. Watson ¶¶ 12–13, 19.

12. Plaintiffs conducted a documented random selection of approximately fifty percent of the batched PDF files and inspected each sampled file’s properties and internal structure for creation and modification dates, author, application, embedded objects, attachments, searchable text, original filenames, revision information, and any MS Outlook email or calendar properties. The results were uniform: what date information exists belongs to the PDF container, not the underlying record; no sampled file carried any native MS Outlook email or calendar properties. Plaintiffs’ forensic examiner was provided a sample of the production and found that the documents impede counsel from determining authorship, distribution, and veracity. Ex. 8, Decl. of Lance E. Watson ¶¶ 11–12.

13. No .DAT metadata load file and no .OPT image load file accompanied these volumes. Attachments were not given discrete Bates numbers, and no BegAttach or EndAttach values exist, so no attachment can be matched to its parent message. Ex. 8, Decl. of Lance E. Watson ¶¶ 13, 15, 17–19. The consequences are concrete. In one produced communication, [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] Ex. 6 (HUR00158217–158218).

Because the native records were not produced, Plaintiffs cannot confirm which Executives had been copied on the earlier message and its attachments.

14. Similarly, a produced email and calendar event created by Jon Farney (State Farm’s current CEO and CFO at the time) carries the subject “Fix Profit Task Force” and [REDACTED]

[REDACTED] Ex. 7 (HUR00151883–151887). Without the native records, neither the account behind Farney’s name nor the identities of the executives who received the message, invitation, and attachments can be confirmed. Nevertheless, State Farm disputes Farney’s involvement and opposes his deposition. *See* Defendant State Farm Fire and Casualty Company’s Motion for a Protective Order and to Quash Plaintiffs’ Deposition Notice of State Farm’s Chief Executive Officer Jon Farney, and Brief in Support (July 20, 2026). State Farm has made its flattened production both a sword and a shield.

III. ARGUMENT AND AUTHORITY

A. Electronically Stored Information Is a Distinct Discovery Category, and the Code Governs Its Form.

Section 3234(A)(1)(a) permits a party to request inspection and copying of “any designated documents *or electronically stored information*” — including data “stored in any medium from which information can be obtained either directly or, if necessary, *after translation by the responding party* into a reasonably usable form.” The Legislature named electronically stored information separately from documents, as Congress did in Fed. R. Civ. P. 34(a)(1)(A), and then wrote form rules that govern electronically stored information alone. The requesting party “may specify the form or forms in which electronically stored information is to be produced.” § 3234(B)(1)(c). A party that objects to the specified form “shall state the form or forms it intends

to use.” § 3234(B)(2)(d). Only where no form has been specified does the responder choose between the form “in which it is ordinarily maintained” and one “reasonably usable,” and only then does it “not produce the same electronically stored information in more than one form.” § 3234(B)(2)(e)(2)–(3). The Code gives no responding party a further option of producing in a form of its own devising after stating in writing the form it intends to use. A native file and an imaged rendering of it are not the same discovery object.

State Farm does not read the sequence differently. Objecting to Plaintiffs’ ESI Protocol, it told Plaintiffs that the Code “allows the requesting party to specify a form of production, and, in response, the producing party can object and state the form of production it intends to make.” Ex. 1 at 11–12. That is the obligation § 3234(B)(2)(d) imposes, and State Farm discharged it. What follows is that the form it stated governs.

Because the Oklahoma Discovery Code was taken from the Federal Rules, federal authority construing the parallel provisions is persuasive. *Heffron*, 2003 OK 75, ¶¶ 13–14, 77 P.3d at 1076; *Scott v. Peterson*, 2005 OK 84, ¶ 22, 126 P.3d 1232, 1238; *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999.

Federal courts reading the parallel provision describe the same sequence. In *Landry v. Swire Oilfield Services, L.L.C.*, the court explained that Rule 34(b)(2)(E)(ii) “puts the ball in the requesting party’s court by first giving them the option to ‘specify a form for producing’ ESI,” and that “[i]t is only if the requesting party declines to specify a form that the producing party is offered a choice between producing in the form ‘in which it is ordinar[il]y maintained’ — native format — or ‘in a reasonably useful form or forms.’” 323 F.R.D. 360, 390 (D.N.M. 2018). The plaintiffs there sought payroll records “in a computer readable format, such as excel” and received 12,249

pages of PDFs. The court held that “the producing party must produce documents in the requested form,” and ordered re-production in the format requested. *Id.* at 397.

The statement of intended form has a purpose. The Advisory Committee explained that a party producing electronically stored information “in a form of its choice, without identifying that form in advance of the production in the response required by Rule 34(b), runs a risk that the requesting party can show that the produced form is not reasonably usable and that it is entitled to production of some or all of the information in an additional form.” Fed. R. Civ. P. 34(b) advisory committee’s note to 2006 amendment. The converse governs here. A party that does identify its form earns the protection of the one-form rule — but only as to the form identified. Having elected a form, the responding party must produce in it. A production falling short of the elected standard is an incomplete response, and “an evasive or incomplete answer is to be treated as a failure to answer.” 12 O.S. § 3237(A)(3).

The reasonably-usable option is a choice among honest forms, not a license to deliver less than the record. A responding party is not “free to convert electronically stored information from the form in which it is ordinarily maintained to a different form that makes it more difficult or burdensome for the requesting party to use the information efficiently.” Fed. R. Civ. P. 34(b) advisory committee’s note to 2006 amendment, *quoted in Aguilar v. Immigration & Customs Enf’t Div.*, 255 F.R.D. 350, 355 (S.D.N.Y. 2008).

Metadata is “information describing the history, tracking, or management of an electronic document.” *Williams v. Sprint/United Mgmt. Co.*, 230 F.R.D. 640, 646 (D. Kan. 2005). System metadata — author, custodian, dates, sender and recipient — “is relevant ... if the authenticity of a document is questioned or if establishing ‘who received what information and when’ is important to the claims or defenses of a party.” *Aguilar*, 255 F.R.D. at 354. That is what Plaintiffs seek,

together with the information tying each attachment to its parent. Plaintiffs do not seek the drafting history or prior versions of any document.

Williams addressed the allocation of that burden. Its holding is framed in terms of a court order directing production as the records are maintained:

[W]hen a party is ordered to produce electronic documents as they are maintained in the ordinary course of business, the producing party should produce the electronic documents with their metadata intact, unless that party timely objects to production of metadata, the parties agree that the metadata should not be produced, or the producing party requests a protective order. The initial burden with regard to the disclosure of the metadata would therefore be placed on the party to whom the request or order to produce is directed.

Williams, 230 F.R.D. at 652. The rationale does not depend on any order: the burden sits with the producing party because it “already has access to the metadata and is in the best position to determine whether producing it is objectionable,” and because “metadata is an inherent part of an electronic document, and its removal ordinarily requires an affirmative act by the producing party that alters the electronic document.” *Id.* And to the extent the rule requires an antecedent order, the Code supplies the authority to enter one: § 3234(B)(2)(e)’s procedures apply “[u]nless otherwise stipulated or ordered by the court.” That is the relief Plaintiffs seek.

Whether metadata is “relevant to the dispute” turns on the dispute. In a first-party bad-faith action the question is “what did the insurance company know or what should it have known at the time the insured requested payment.” *Heffron*, 2003 OK 75, ¶ 17, 77 P.3d at 1077. Who acted, when, in what order, and on whose instruction is inherent to the inquiry.

B. State Farm Did Not Produce in the Form it Elected.

This is the narrowest ground, and it requires no ruling on what State Farm was obligated to agree to. State Farm promised four things together: images, document-level searchable text, a Concordance-format .DAT metadata load file, and an .OPT image load file. The production delivers at most the first. Measured against Ex. 1 at 12–13, it is deficient in five respects:

- (1) No .DAT metadata load file was served with these volumes. Ex. 8, Decl. of Lance E. Watson ¶¶ 13, 19.
- (2) No .OPT image load file was served, so document boundaries and family relationships cannot be reconstructed.
- (3) No document-level extracted-text or OCR files accompanied the flattened renderings.
- (4) Attachments bear no discrete Bates numbers and no BegAttach or EndAttach values, so no attachment can be matched to its parent message. Ex. 8, Decl. of Lance E. Watson ¶¶ 17–19; Ex. 9.
- (5) Where a header was rendered, it exists only as text printed on an image, not as a field: no message class, Internet Message-ID, conversation identifier, Global Object ID, representing-sender property, or attachment table, and nothing sortable or searchable as data. *See, e.g.*, Ex. 9.

State Farm’s relevance assertion cannot excuse items (1) through (4). State Farm made that assertion and promised the .DAT load file in the same paragraph. Ex. 1 at 12. A party cannot rely on an argument it did not act on to excuse the omission of a deliverable it separately committed to make. And the burden of showing that the production matches the form claimed for it is State Farm’s. *DE Technologies, Inc. v. Dell Inc.*, 238 F.R.D. 561, 566 (W.D. Va. 2006).

C. The One-form Rule Does Not Apply.

State Farm invoked the one-form rule in the same objection in which it elected its form, quoting § 3234(B)(2)(e) for the proposition that “a party need not produce the same electronically stored information in more than one form.” Ex. 1 at 12; Ex. 2 at 11. It will likely lead with that rule in responding here. But § 3234(B)(2)(e)(3) does not reach this motion. That provision protects a party that has produced in a stated form from producing again in a different one. Plaintiffs seek one form: the one State Farm chose.

D. Flattening Removed and Significantly Degraded what State Farm Maintains.

The second ground reaches the metadata itself. Custodian electronic mail and working files are maintained in electronically searchable and sortable form by their nature — a mailbox by sender, recipient, date, and subject; a file share by name, path, author, and modification date. The Advisory Committee addressed this circumstance: where “the responding party ordinarily maintains the information it is producing in a way that makes it searchable by electronic means, the information should not be produced in a form that removes or significantly degrades this feature.” Fed. R. Civ. P. 34(b) advisory committee’s note to 2006 amendment.

Flattening removes it, and the removal was an affirmative act. Records do not shed their metadata by sitting still; they shed it when a party processes them. *Williams*, 230 F.R.D. at 652; *Wyeth v. Impax Laboratories, Inc.*, 248 F.R.D. 169, 171 (D. Del. 2006); Ex. 8, Decl. of Lance E. Watson ¶¶ 14–15. Under *Williams*, the burden of objecting to that removal was State Farm’s, discharged by a timely objection, an agreement, or a protective order. State Farm made no objection to producing metadata that it did not contradict in the next sentence by promising a .DAT load file; it obtained no agreement; and it sought no protective order. 230 F.R.D. at 652.

E. A Production That Cannot Be Assembled Is Insufficient Regardless of Volume.

The attachment problem requires no new rule; it follows from what a load file is. A load file “indicates where individual pages or files belong together as documents, to include attachments, and where each document begins and ends,” and “may also include data relevant to the individual documents, such as metadata, coded data, text, and the like.” *Aguilar*, 255 F.R.D. at 353 n.3 (quoting The Sedona Conference Glossary 31 (2d ed. 2007)). Tying an attachment to the message it traveled with is the defining function of the deliverable State Farm promised and did not provide. Exhibit 9 shows the result of its absence: a message that names two attachments,

followed by pages that cannot be tied to it, and no way to tell whether the second attachment was produced at all. Ex. 8, Decl. of Lance E. Watson ¶¶ 17–19.

State Farm has emphasized the scale of what this litigation has already cost it, representing to this Court that complying with the November 25 Order alone “has cost State Farm millions of dollars.” Ex. 5 at 2. In *In re Honeywell International, Inc. Securities Litigation*, the producing party furnished tens of thousands of pages with “a complete index of workpapers and attachments, as well as annotated charts,” and the production was still held insufficient because the producing party “ha[d] not provided plaintiffs with an adequate means to decipher how the documents are kept.” 230 F.R.D. 293, 296–97 (S.D.N.Y. 2003). That is a usability holding, and it governs here. Volume is no answer. Neither is the manner of assembly described in Part III.D: what survived that process is State Farm’s to establish. *DE Technologies*, 238 F.R.D. at 566.

F. The Stripped Fields Are the Same Fields State Farm’s Own Privilege Assertions Require.

The omission also disables a step this case cannot proceed without. Where a party withholds documents on privilege or work-product grounds, 12 O.S. § 3237(A)(2) prescribes the log’s contents: “the author or authors,” “the recipient or recipients,” “its origination date,” its length, its nature or intended purpose, and the basis for the objection. The first three are precisely the metadata absent from this production. State Farm has undertaken to “provide a privilege log in accordance with the Oklahoma Discovery Code.” Ex. 1 at 11. It cannot strip authorship and date from what it produces and then log what it withholds by reference to them.

State Farm has itself relied on the very fields it stripped. Opposing Plaintiffs’ first motion to compel, State Farm told this Court when a document was written and who wrote it, and vouched for that account by pointing to the record’s metadata: “As State Farm has repeatedly explained (and as the produced metadata confirms), Analyst Gina Prine authored this memo in March 2012

....” Ex. 13 at 16. A party that establishes authorship and date from metadata when those fields serve its argument cannot maintain that the same fields are immaterial when they do not.

The same fields govern the substantive privilege question. Under *Heffron*, an insurer’s claim-handling records “cannot automatically be deemed to have been generated in anticipation of litigation merely because litigation may be deemed a contingency,” and whether “the primary motivating purpose behind creation of a document” was to aid litigation “turns on the facts of each particular case.” 2003 OK 75, ¶ 21, 77 P.3d at 1079. A blanket assertion will not carry that inquiry. *Scott v. Peterson*, 2005 OK 84, ¶¶ 7, 9, 126 P.3d 1232, 1234–35. Nor does the prospect of a privilege assertion answer this motion. The threshold facts — the identity of an electronic record, its date, its custodian, its version, its attachment relationships, and the existence and authorship of comments — are not privileged communications, and whether a particular field is privileged can be resolved field by field or *in camera*. What the Code does not permit is for the entire electronic history to disappear in the conversion.

The Oklahoma test cannot be applied without dates. Under *Hall v. Goodwin*, 1989 OK 88, 775 P.2d 291, a court “must determine whether the document was secured in the regular course of duties performed by the individual as an employee of the insurance company (the ordinary course of business). In other words, is such a document typically prepared by the insurance company prior to notice of a lawsuit?” *Id.* at 295. The burden of answering it is State Farm’s. *Id.* at 295 n.7. And where bad faith is pleaded, “[t]he allegation of bad faith is sufficient to sustain a good cause showing for substantial need.” *Id.* at 296. *Accord Andrews v. St. Paul Re-Insurance Co.*, No. 00-CV-0283K(J), 2000 WL 1760638, at *2–3 (N.D. Okla. Nov. 29, 2000).

G. Plaintiffs’ Forensic Examiner Examined the Production.

15. Plaintiffs engaged Lance E. Watson, COO of Avansic, Inc. (a digital forensics and electronic discovery firm) to evaluate the nature and style of State Farm’s production. Mr. Watson

holds a master's degree in computer science, expertise in information assurance and digital forensics, and five federal information assurance certifications. Ex. 8, Decl. of Lance E. Watson ¶¶ 3–10 & Ex. A. He examined documents from the production and found they impede counsel from determining authorship, distribution, and veracity. *Id.* ¶ 11.

16. The records are low-resolution PDF renderings of seemingly native electronic mail messages, arranged in apparent family order with attachments following the message. Apparent family order is not verification: a message's attachment names appear in the flattened image, but nothing permits confirmation that the documents produced next in the series are in fact those attachments, which can be established only from the native file. *Id.* ¶¶ 12, 14–15, 17–19.

17. The body of an electronic mail message is ordinary text that can be edited without restriction, and a reply pastes the prior message and a text-only summary of its header into the body, where either can be altered; the veracity of a chain cannot be tested against a flattened image of the last message alone. Calendar records present the same problem: an invitation gives an incomplete view, and the logs of the application used to host the meeting identify who was invited, who attended, and what was attached to the request. *Id.* ¶¶ 22–31.

H. The October 26, 2021 Senior Executive Offsite Document Family.

18. A single produced document demonstrates each of these failures on its face. At HUR00158701, State Farm produced a flattened rendering of an October 26, 2021 message from Scott Welsh to Gregory E. Jones and Kathy Ress, copying Nicole Manduca and Tom Moss, subject "SEO Fire Claims Service & Quality Update." Ex. 9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.*

19. The rendered header names two attachments: “10.26.21 SEO Fire Claims Service Quality Updated.docx” and “Law Department Feedback.msg.” Neither attachment bears a discrete Bates number, and there are no BegAttach or EndAttach values. Nothing in the production identifies where either attachment begins or ends, identifies any produced page as that .docx rather than a separate record, or discloses whether either attachment was produced at all, so the family relationship the message announces cannot be verified. *Id.*

20. The message itself shows what the conversion destroyed. Its text reports [REDACTED] behind a redaction applied to the face of the image. Ex. 9 (HUR00158701). The attached summary was produced, if at all, with its editing artifacts rendered as pictures: struck-through text, marginal change bars, and formatting-change labels appear on the page, but the rendering does not carry the data those artifacts are made of — the author of each comment, the date and time of each comment and revision, the order of the revisions, whether a change was accepted or rejected, and the document’s properties and revision history. A picture of a tracked change is not a tracked change.

21. That some renderings, including this one, print header text on the face of the image is no answer. Printed text is not metadata: it cannot be loaded, queried as a field, sorted, or tested for integrity, and it carries none of the identifiers — message class, Internet Message-ID, conversation identifier, Global Object ID, representing-sender and on-behalf-of properties, or the attachment table — by which messages are linked to one another and to what traveled with them.

22. The family bears directly on matters State Farm has placed in dispute. Transmitting the draft summary on October 19, 2021, Scott Welsh wrote that [REDACTED] Ex. 10, HUR00075111–075112. Seven days later, the revised summary was circulated for use at the

offsite, carrying the edits the law department recommended. Ex. 9. Which executives received it, in which version, with which attachments, and what followed the offsite are facts that exist only in the metadata State Farm removed.

I. State Farm Has Asserted No Burden and Identified No Inaccessible Source.

A party resisting discovery in Oklahoma bears the burden of justifying its position, and general assertions do not carry it. The Supreme Court has “decline[d] to adopt a ... doctrine that shifts a burden to the party seeking discovery,” holding that “[i]n Oklahoma the burden of showing ‘good cause’ is statutorily placed on the party objecting to discovery.” *Crest Infiniti*, 2007 OK 77, ¶¶ 17–18, 174 P.3d at 1004. Unsworn statements of counsel are not evidence of the facts underlying an objection. *Id.* ¶ 11, 174 P.3d at 1002. The same rule governs a producing party’s account of its own production: it “bears the burden of showing, by more than an unsupported representation to the Court, that the manner of production is the manner in which the documents are kept in the usual course of business.” *Landry*, 323 F.R.D. at 390 n.22.

State Farm has carried none of that. It has never contended that producing in the elected form is burdensome, and it has offered no affidavit, no estimate of hours or cost, and no description of what its systems capture. Its position rests on a single unsworn sentence asserting that pertinent information “is not generally found in metadata.” Ex. 1 at 12. State Farm did object, in the abstract, to producing ESI “from sources that are not reasonably accessible.” *Id.* at 4, 12. But a general reservation does not satisfy § 3226(B)(2)(b), which is sequenced: it excuses production only from sources “that the party identifies as not reasonably accessible,” and on a motion to compel the responding party “must show that the information is not reasonably accessible.” No source has been identified and no showing made.

That silence is not the silence of a party unable to quantify burden. When State Farm has wished to make a burden record in this case, it has made one. Opposing Plaintiffs’ second motion

to compel, it supported its objection with a sworn declaration describing a query of its Enterprise Claim System that returned 20,016 responsive claims, stating that the system could not filter them further, that manual review would take at least twenty minutes per file, and that the total would be “at least 6,672 hours” and “could cost hundreds of thousands of dollars in attorney fees.” Ex. 5 at 18–19 and its Exhibit 6 (Declaration of Jacob Nimesgerm). It filed a second declaration on the merits. Id., Ex. 4 (Declaration of Nicole Manduca). And it told the Court that compliance with the November 25 Order “has cost State Farm millions of dollars.” Id. at 2. As to the form of its electronic production — the subject of this motion — State Farm has offered nothing of the kind: no declaration, no estimate of hours, no estimate of cost, and no identification of any source as not reasonably accessible. The contrast answers any burden argument raised for the first time in response to this motion.

J. The Court Has Already Directed Production in the Ordinary Course of Business.

The Court has already addressed the manner of production. Granting Plaintiffs’ second motion to compel on July 7, 2026, the Court directed that “[p]ursuant to the First Motion to Compel, the Court expects production reflects [and] is provided in the ordinary course of business.” Ex. 12. That is the standard § 3234(B)(2)(e)(2) prescribes for electronically stored information — the form “in which it is ordinarily maintained.” A set of image-only PDFs, stripped of the fields by which the underlying records are identified, sorted, and tied to their attachments, and delivered without the load files that would restore those fields, is not how State Farm maintains this material in the ordinary course. The relief Plaintiffs request asks for nothing the Court has not already directed.

IV. RELIEF REQUESTED

Section 3237(A)(2) authorizes an order compelling production where a party “fails to produce documents ... or fails to permit the inspection or copying as requested,” and an evasive

or incomplete answer is treated as a failure to answer. § 3237(A)(3). The Court’s authority to fix the form is express: § 3234(B)(2)(e)’s procedures apply “[u]nless otherwise stipulated or ordered by the court.” Plaintiffs respectfully request an order directing that, within [] days, State Farm:

1. re-produce the documents in the form State Farm elected on September 22, 2025 — images with document-level extracted or OCR text, a Concordance-format .DAT metadata load file, and an .OPT image load file;
2. produce each attachment as a discrete document bearing its own Bates number, with family relationships expressed through BegAttach and EndAttach values tying every item in a produced chain to its parent message or calendar event;
3. for electronic mail and calendar records, produce in a form preserving the native Outlook and Exchange properties — through PST or individual MSG files, or through a .DAT carrying the equivalent MAPI fields — including each message in a produced chain as it was sent or received rather than the last message alone, and, where winmail.dat components exist in the collected records, produce those components or the properties they carry;
4. for calendar and meeting records, produce the logs of the application used to schedule or host the meeting, identifying the invitees, the persons who attended, the documents attached to the meeting request, and any change to the meeting time or invitee list;
5. as to the October 26, 2021 “SEO Fire Claims Service & Quality Update” family at HUR00158701 and any related drafts or transmittals in the mailboxes of Scott Welsh, Kathy Ress, Gregory E. Jones, Nicole Manduca, and Tom Moss, produce the native Outlook message with its complete recipient and attachment tables; the native “10.26.21 SEO Fire Claims Service Quality Updated.docx” with its comments, comment authors and

timestamps, tracked changes, document properties, and revision data as they exist in the source record; the native “Law Department Feedback.msg” and each item attached within it; and the family relationship among them;

6. serve a declaration from the person or vendor responsible for collection and processing, describing the methodology, identifying what metadata was captured at collection, and identifying every processing step that removed, suppressed, or failed to carry forward metadata present in the collected records;
7. preserve, pending completion of re-production, the native records, source collections, processing database, export sets, and all collection, export, settings, exception, and processing logs and reports; and
8. bear the cost of re-production.

Cost allocation follows the authority. The producing party in *In re Honeywell* was a non-party and still bore its own re-production costs, because it “could have avoided the added expense it now faces by producing the workpapers in electronic form at the outset.” 230 F.R.D. at 297. State Farm is a party, and it elected the form it did not deliver. A party that fails to “preserve the integrity of the electronic documents it produces” cannot then call native production “overly burdensome.” *Wyeth*, 248 F.R.D. at 171.

Section 3237(A)(4) makes the award presumptive: the court “**shall** ... require the party ... whose conduct necessitated the motion ... to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney fees, **unless** the court finds that the opposition to the motion was substantially justified.” 12 O.S. § 3237(A)(4) (emphasis added). Where the standard applied is the producing party’s own elected form, an opposition to enforcing it is difficult to characterize as substantially justified, and no showing of bad faith is required. *Barnett v.*

Simmons, 2008 OK 100, ¶ 17, 197 P.3d 12, 19. Plaintiffs request leave to submit an affidavit of fees and expenses within fourteen days of any order granting this motion.

V. CONCLUSION

State Farm chose the form of its production. Plaintiffs ask only that it produce in that form. Plaintiffs respectfully request that the Court grant this motion, order re-production as set out in Section IV at State Farm's expense, and award Plaintiffs their reasonable expenses and attorney fees under 12 O.S. § 3237(A)(4).

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of October, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to Lance E. Leffel and David R. Herber, GABLEGOTWALS, BOK Park Plaza, 499 W. Sheridan Ave., Suite 2200, Oklahoma City, OK 73102, and Carrie B. McNeer, Grant A. Fitz, and Nathan A. Miramontes, GABLEGOTWALS, 110 N. Elgin Avenue, Suite 200, Tulsa, OK 74120-1490, Attorneys for Defendant State Farm Fire and Casualty Company.

Blake Sonne
Blake Sonne

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

BILLY & LACY HURSH,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY, MARK D. WELTY, and MARK D.
WELTY INSURANCE AGENCY, INC.,

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM'S RESPONSES TO
PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS**

Defendant State Farm Fire & Casualty Company ("State Farm" or "Defendant") submits the following answers and responses to Plaintiffs' First Set of Discovery Requests.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

State Farm's Responses are based on information and documentation presently available to State Farm, and include only that information which State Farm currently understands to be material. State Farm anticipates that further investigation, research, and analysis will supply additional facts and documents, add meaning to known facts, and perhaps establish new factual conclusions, all of which may in turn lead to additions or changes to these Responses. Accordingly, State Farm reserves the right to amend these Responses as additional facts are ascertained, analyses are made, research is completed, and contentions become apparent. In addition, State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

Objection to Plaintiffs' Definition—"Address/Telephone Number." State Farm objects to Plaintiffs' request for "both the current business and residential address and telephone number" of natural persons on the grounds that such information constitutes personally identifiable

EXHIBIT

1

information sought in violation of those individuals' right to privacy. The business addresses and business telephone numbers of natural persons is sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition—"Claim." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "claim." State Farm also objects to Plaintiffs' definition of "claim" to the extent it purports to impose obligations that exceed those set forth the Oklahoma Discovery Code and seeks discovery regarding "all requests for indemnity to [State Farm]." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Claim File." State Farm restates and incorporates its objection to Plaintiffs' definitions of "claim," "document(s)," and "communication(s)" and applies each to Plaintiffs' definition of "claim file." State Farm also objects to Plaintiffs' definition of "claim file" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery regarding any "claim for indemnity under a policy of insurance coverage [State Farm has] issued." In addition, State Farm objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm further states that it does not maintain a physical file folder with respect to most claims. Information regarding Plaintiffs' Claim is created, stored, managed, and accessed primarily in and through the Enterprise Claims System ("ECS"), a proprietary web-based system used by State Farm claims associates. "Claim File" has a distinct meaning to State Farm based upon the portion of its Claim Procedures Guide that provides instructions on what to retrieve from ECS to generate a Claim File for

production outside the ECS environment. State Farm maintains the information for each claim as required by 36 Okla. Stat. § 1250.4 (“Such files shall contain all notes and work papers pertaining to a claim in such detail that pertinent events and the dates of such events can be reconstructed.”).

Objection to Plaintiffs’ Definition—“Claims Handling Personnel.” State Farm restates and incorporates its objection to Plaintiffs’ definition of “claim” and applies it to Plaintiffs’ definition of “claims handling personnel.” In addition, State Farm objects to Plaintiffs’ definition as vague and ambiguous as to what is meant by “performing work or services related to,” “receipt,” “response,” “adjustment,” “appraisal,” and “handling of formal and informal disputes.”

Objection to Plaintiffs’ Definition—“Communication(s).” State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ definition of “communication(s).” State Farm objects to the inclusion of “oral” exchanges in Plaintiffs’ definition of “communication(s)” on the grounds that the Oklahoma Discovery Code does not require State Farm to produce “communications” that do not already exist on a medium from which information can be obtained.

State Farm also objects to the inclusion of text or instant messaging system(s) and social media platform(s) in Plaintiffs’ definition on the grounds that it would be unduly burdensome to produce such materials, which are not captured by State Farm in its ordinary course of business.

Objection to Plaintiffs’ Definition—“Custodian(s).” State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ definition of “custodian(s).”

Objection and Response to Plaintiffs’ Definition—“Document(s).” State Farm restates and incorporates its objection to Plaintiffs’ definition of “communication(s)” and applies it to Plaintiffs’ definition of “document(s).” Additionally, State Farm objects to Plaintiffs’ definition of

“document(s)” on the grounds that it is overly broad and unduly burdensome and to the extent Plaintiffs seek production of all identical copies of ESI. ESI is frequently duplicated and disbursed in the ordinary course of business, and discovery regarding all identical copies of ESI would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action. State Farm also objects to the extent that Plaintiffs seek production of ESI from sources that are not reasonably accessible, as such discovery would require extraordinary efforts that are not proportional to the scope of the matter.

State Farm also objects to the extent this definition seeks discovery regarding ESI that is ephemeral in nature, such as temporary computer files, log/history files, or file fragments, as the preservation and production of such things is not proportional to the needs of the case. State Farm objects to Plaintiffs’ definition as overly broad, unduly burdensome, and beyond the scope of permissible discovery to the extent Plaintiffs purport to include system information not created by State Farm users, such as caches, cookies, or logs, or otherwise seek to require State Farm to record and/or provide discovery regarding records and information that are not ordinarily captured and/or are overwritten in the ordinary course of operating State Farm’s computing systems.

State Farm objects to the inclusion of “every copy” in Plaintiffs’ definition of “document(s)” on the grounds that copies are not universally relevant to the claims and defenses of a case and are likely to be cumulative or duplicative. To the extent that a copy is not a business record stored in a central repository in State Farm’s ordinary course of business, discovery regarding “every copy” would not be proportional to the needs of the case.

Finally, State Farm objects to Plaintiffs’ definition of “document(s)” to the extent it would require the production or disclosure of information protected from discovery by the attorney-client privilege, work-product doctrine, or other privileges recognized by law. Notwithstanding these

objections, to the extent any responsive documents or ESI are produced, State Farm will produce reasonably accessible, relevant, non-privileged information in reasonably usable formats as set forth in State Farm's objections to the ESI Protocol.

Objection to Plaintiffs' Definition—"Employee." State Farm objects to Plaintiffs' definition of "employee(s)" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery from "all employees, past and present." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Engineering Services." State Farm objects to Plaintiffs' definition of "Engineering Services" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. In addition, State Farm objects to this definition as vague and ambiguous as to what is meant by "any of which embraces such services or work."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a corporation. State Farm objects to Plaintiffs' definition of "identify" or "identification" when used in reference to a "corporation, firm, or other entity" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a meeting or conference. State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "meeting[s] or conference[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all "meeting[s] or conference[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a telephonic conversation. State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "telephone communication[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "telephone communication[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to a "writing." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' definition of "identify" or "identification" when used in reference to a "writing." State Farm further objects that while capitalized, "Writing" is not separately defined in Plaintiffs' First Set of Discovery Requests.

In addition, State Farm objects to Plaintiffs' definition of "identify" or "identification" with respect to "writings" as overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "writings."

State Farm also objects to Plaintiffs' definition insofar as it seeks the "present location or custodian" of all discoverable "writings" on the grounds that the definition is overly broad and

unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together by one or multiple custodians, such as on a shared or personal hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden.

State Farm objects to Plaintiffs' definition of "identify" or "identification" insofar as it seeks details regarding "writings" that are "no longer [] in [State Farm's] possession or control" on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in the Oklahoma Discovery Code. There is no basis to demand State Farm generally describe all requested information that may have existed at some time. State Farm further objects to this definition as unduly burdensome and beyond the scope of permissible discovery to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system. State Farm further objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible, and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. Furthermore, State Farm objects on the grounds that Plaintiffs' definition is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

Finally, State Farm objects to this definition to the extent that it purports to require State Farm to provide information more properly requested via separate interrogatory.

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "Oral Conversation." State Farm objects to Plaintiffs' definition of "identify" or "identification"

to the extent it seeks information about “oral communication[s]” that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable “oral communication[s].”

Objection to Plaintiffs’ Definition—“Identify” or “Identification” in reference to an “individual natural person.” State Farm objects to Plaintiffs’ definition of “identify” or “identification” when used in reference to an “individual natural Person” insofar as it seeks the “residential address” of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals’ constitutional right to privacy. To the extent required to address the claims and defenses at issue in this case, the business addresses and business telephone numbers of natural persons will be sufficient to identify and contact potential witnesses.

Objection to Plaintiffs’ Definition—“Relevant Time Period.” State Farm objects to Plaintiffs’ definition of “Relevant Time Period” to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm will not produce any documents prior to one year prior to the dates of loss or after the filing of the Petition unless otherwise stated in its responses.

Objection to Plaintiffs’ Definition—“You.” State Farm objects to Plaintiffs’ definition of “You” to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition as overly broad to the extent it purports to include individuals “purporting to act on behalf” of various entities, individuals acting

on behalf of “any merged or acquired predecessors, successors, and/or divested facilities, division, or subsidiaries of State Farm,” and individuals “serving or having served on any governing board of any State Farm.”

OBJECTIONS TO PLAINTIFFS’ INSTRUCTIONS

Objection to Plaintiffs’ Instruction No. 1. State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ Instruction No. 1. State Farm also objects to Plaintiffs’ Instruction No. 1 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will provide documents and information within its possession, custody, and control in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs’ Instruction No. 2. State Farm objects to Plaintiffs’ Instruction No. 2 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

Objection to Plaintiffs’ Instruction No. 4. State Farm objects to Plaintiffs’ Instruction No. 4 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs’ Instruction No. 5. State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ Instruction No. 5. State Farm also objects to Plaintiffs’ Instruction No. 5 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 6. State Farm objects to Plaintiffs' Instruction No. 6 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 7. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 7. State Farm also objects to Plaintiffs' Instruction No. 7 on the grounds that the inclusion of "no longer [] in [State Farm's] possession or control" it is overly broad and because it imposes obligations that are unduly burdensome and greater than those set forth in the Oklahoma Discovery Code. State Farm further objects to Plaintiffs' Instruction No. 7 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code and because State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.. State Farm will state its Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 8. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 8. In addition, State Farm restates and incorporates its objections to Plaintiffs' ESI Protocol and applies them to Plaintiffs' Instruction No. 8. State Farm also restates and incorporates its objection to Plaintiffs' Instruction No. 9 and applies it to Plaintiffs' Instruction No. 8. State Farm further objects to Plaintiffs' Instruction No. 8 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 9. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 9. In addition, State Farm objects to Plaintiffs' Instruction No. 9 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 10. State Farm objects to Plaintiffs' Instruction No. 10 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. To the extent State Farm withholds any information on the basis of privilege, State Farm will provide a privilege log in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 11. State Farm objects to Plaintiffs' Instruction No. 11 as overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case on the grounds that it requires State Farm to provide information and documents relating to "all States of the United States in which [State Farm] conduct[s] business."

Objection to Plaintiffs' Instruction No. 12. State Farm restates and incorporates its objection to Plaintiffs' definition of "Relevant Time Period" and applies it to Plaintiffs' Instruction No. 12.

OBJECTIONS TO PLAINTIFFS' ESI PROTOCOL

Objection to Plaintiffs' "ESI Protocol." State Farm objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol" in their Instructions and Exhibit 1 to govern the scope of discovery. The Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production

and, in response, the producing party can object and state the form of production it intends to make. 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be “reasonably usable” and further provides that “a party need not produce the same electronically stored information in more than one form.” 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

State Farm further objects to Plaintiffs’ “ESI Protocol” because it exceeds the scope of permissible discovery and imposes obligations above and beyond those set forth under the Oklahoma Discovery Code. State Farm also objects to Plaintiffs’ ESI Protocol to the extent it requires the production of documents or discovery of information that is not reasonably accessible to State Farm on the ground that such discovery would require extraordinary efforts that are not proportional to the scope of this matter. 12 O.S. § 3226(B); *Werner Enter., Inc. v. Kirkland et al.*, No. 122, 385 (Okla. Sept. 24, 2024) (“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 facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes.”). State Farm objects to Plaintiffs’ “ESI Discovery Protocol,” attached as Exhibit 1 for the same reasons.

To the extent ESI is produced, State Farm will produce reasonably accessible, relevant, non-privileged information in image format, accompanied by document-level text files containing searchable text (either extracted text or text created with optical character recognition (“OCR”)). The information pertinent to the claims and defenses in this case can be found in the text of the documents and is not generally found in metadata and Plaintiffs have not set forth any basis or arguments to the contrary. Notwithstanding State Farm’s objections and format set forth above, where applicable, metadata load files will be produced in .DAT file format and image load files in

.OPT format (i.e., industry standard "Concordance" formatted load files). The exceptions to this approach are:

- State Farm will produce responsive, non-privileged, and unredacted spreadsheets (e.g., Microsoft Excel files) in native format.
- State Farm will produce responsive, redacted Excel-file documents in near-native format with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case the State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm will produce responsive, non-privileged, and unredacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) in native format if relevant information exists that cannot be displayed on an image (e.g., animations or embedded audio files).
- State Farm will produce responsive, redacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) as image files with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case the State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm may choose to produce ESI that is difficult or impracticable to render in Bates stamped image format, such as video or audio files, in native format.

To the extent there is a need for any deviation from the above, State Farm will meet and confer and negotiate in good faith effort to resolve the dispute with Plaintiffs' counsel.

Objection and Response to Plaintiffs' Definition of "Electronically Stored Information." State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)" and "communication(s)," and applies each to Plaintiffs' definition of "Electronically Stored Information."

Objection to Plaintiffs' ESI Production No. 1. State Farm objects to Plaintiffs' ESI Production No. 1 on the grounds that the Oklahoma Discovery Code address the form of production of ESI and do not require parties to produce ESI in any particular way or allow

requesting parties to unilaterally dictate of form of production. State Farm will produce ESI in a reasonably usable format as set forth above, which is all the Oklahoma Discovery Code require.

Objection to Plaintiffs' ESI Production No. 2. State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)," and applies each to Plaintiffs' ESI Production No. 2. State Farm further restates and incorporates its General Objection to Plaintiffs' ESI Protocol and applies it to Plaintiffs' ESI Production No. 2.

Objection to Plaintiffs' ESI Production No. 3. State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)," and "communication(s)," and applies each to Plaintiffs' ESI Production No. 3. State Farm further restates and incorporates its General Objection to Plaintiffs' ESI Protocol and applies it to Plaintiffs' ESI Production No. 3.

OBJECTIONS TO PLAINTIFFS' PROTECTIVE ORDER STATEMENT

State Farm objects to Plaintiffs' unilateral and self-serving statements and conclusions concerning its hugely overly broad discovery requests seeking State Farm's confidential and proprietary institutional documents that have no relevance to the Plaintiffs' claim and are vastly disproportionate even if they were relevant. State Farm objects further because, contrary to Plaintiffs' contention, Oklahoma law expressly grants courts permission to enter protective orders protecting the use of confidential information produced during discovery. 12 Okla. Stat. § 3226(C)(g); *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶ 18, 944 P.2d 304 (1997) (holding that the need for pretrial disclosure should "be harmonized" with a party's right of privacy," and preventing public disclosure of sensitive information "is sufficient justification for the authorization of protective orders."); *State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶¶ 79, 489 P.3d 36, 64 (explaining that courts' authority under Section 3226(c) to enter protective orders has "conceptual origins in [its] counterparts found in"

Rule 26 of the Federal Rules.”). State Farm will thus not produce documents it deems to be Confidential until the entry of a mutually acceptable protective order unless otherwise ordered by the Court. Notwithstanding its objections, State Farm will meet and confer and negotiate in good faith on a mutual protective order with Plaintiffs’ counsel. A proposed Protective Order governing the exchange and disclosure of Confidential information in this matter is attached as Exhibit A.

For purposes of its below Responses to Plaintiffs’ specific Requests, and to avoid repeating its objections stated in these introductory sections, State Farm’s above General Objections, Objections to Plaintiffs’ Definitions, Objections to Plaintiffs’ Instructions, Objections to Plaintiffs’ ESI Protocol and Objections to Plaintiffs’ Protective Order Statement shall be collectively referred to as “State Farm’s Universal Objections.”

INTERROGATORIES

INTERROGATORY NO. 1: Provide the name, address, and job title of any Claims Handling Personnel who were involved with, adjusted, managed, supervised, investigated, worked on, reviewed, or provided any work or oversight on any aspect of Plaintiffs’ Claim or the handling thereof.

ANSWER TO INTERROGATORY NO. 1: State Farm objects to the Interrogatory on the grounds that it is vague, ambiguous, and overly broad in scope. State Farm further objects to this Interrogatory to the extent that it seeks confidential, proprietary business information and/or documentation.

Subject to these objections and State Farm’s Universal Objections, State Farm states that information reflecting the personnel involved in adjusting the subject claims is available in the Claim File for the claim sued upon from which Plaintiffs may obtain the requested information without any greater burden than that imposed upon State Farm in identifying each person individually. Therefore,

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

BILLY & LACY HURSH,

Plaintiffs,

v.

Case No.: CJ-2025-2626

STATE FARM FIRE AND
CASUALTY COMPANY; MARK D.
WELTY; and MARK D. WELTY
INSURANCE AGENCY, INC.,

Defendants.

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S ANSWERS, RESPONSES
AND OBJECTIONS TO PLAINTIFFS' SECOND SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION**

Defendant State Farm Fire & Casualty Company ("State Farm" or "Defendant") submits the following answers and responses to Plaintiffs' Second Set of Interrogatories and Requests for Production.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

State Farm's Responses are based on information and documentation presently available to State Farm and include only that information which State Farm currently understands to be material. State Farm anticipates that further investigation, research, and analysis will supply additional facts and documents, add meaning to known facts, and perhaps establish new factual conclusions, all of which may in turn lead to additions or changes to these Responses. Accordingly, State Farm reserves the right to amend these Responses as additional facts are ascertained, analyses are made, research is completed, and contentions become apparent. In addition, State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

OBJECTIONS TO PLAINTIFFS' DEFINITIONS

Objection to Plaintiffs' Definition—"Address/Telephone Number." State Farm objects to Plaintiffs' request for "both the current business and residential address and telephone number" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' right to privacy. The business addresses and business telephone numbers of natural persons is sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition—"Claim." State Farm restates and incorporates its objections to Plaintiffs' definition of "document(s)," *infra*, and applies them to Plaintiffs' definition of "claim." State Farm also objects to Plaintiffs' definition of "claim" to the extent it purports to impose obligations that exceed those set forth the Oklahoma Discovery Code and seeks discovery regarding "all requests for indemnity to [State Farm]." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Claim File." State Farm restates and incorporates its objection to Plaintiffs' definitions of "claim," "document(s)," and "communication(s)" and applies each to Plaintiffs' definition of "claim file." State Farm also objects to Plaintiffs' definition of "claim file" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery regarding any "claim for indemnity under a policy of insurance coverage [State Farm has] issued." In addition, State Farm objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. State Farm further states that it does not maintain a physical file folder with respect to most claims. Information regarding Plaintiffs' Claim is created, stored, managed, and accessed primarily in and through the Enterprise Claims System ("ECS"), a proprietary web-based system used by State Farm claims associates. "Claim File" has a distinct meaning to State Farm based upon the portion

of its Claim Procedures Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. State Farm maintains the information for each claim as required by 36 O.S. § 1250.4 (“Such files shall contain all notes and work papers pertaining to a claim in such detail that pertinent events and the dates of such events can be reconstructed.”).

Objection to Plaintiffs’ Definition—“Claims Handling Personnel.” State Farm restates and incorporates its objection to Plaintiffs’ definition of “claim” and applies it to Plaintiffs’ definition of “claims handling personnel.” In addition, State Farm objects to Plaintiffs’ definition as vague and ambiguous as to what is meant by “performing work or services related to,” “receipt,” “response,” “adjustment,” “appraisal,” and “handling of formal and informal disputes.”

Objection to Plaintiffs’ Definition—“Communication(s).” State Farm restates and incorporates its objections to Plaintiffs’ definition of “document(s),” *infra*, and applies them to Plaintiffs’ definition of “communications.” In addition, State Farm objects to the inclusion of “oral” exchanges in Plaintiffs’ definition of “communication(s)” on the grounds that the Oklahoma Discovery Code does not require State Farm to produce “communications” that do not already exist on a medium from which information can be obtained.

State Farm also objects to the inclusion of instant messaging system(s) and social media platform(s) in the definition of “communication(s)” on the grounds that it would be unduly burdensome to produce such materials, which are not captured by State Farm in its ordinary course of business. In addition, State Farm objects on the grounds that State Farm has no obligation to collect, review, or produce text messages sent or received by devices that are not in State Farm’s possession, custody, or control. 12 O.S. §§ 3226(A), 3234(A). State Farm further objects that text message data that exists on mobile devices within State Farm’s possession, custody, or control is not relevant to any party’s claim or defense, and discovery from such devices would not be proportional to the needs of the case. 12 O.S. § 3226(B)(1), (2). State Farm also objects because any text message data from such devices is unlikely to contain unique,

relevant information that does not also exist in the relevant claim file(s) or another location that is less burdensome for collection, review, and production.

Objection to Plaintiffs' Definition—"Custodian(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)," *infra*, and applies it to Plaintiffs' definition of "custodian(s)."

Objection to Plaintiffs' Definition—"Document(s)." State Farm restates and incorporates its objection to Plaintiffs' definition of "communications," *supra*, and applies it to Plaintiffs' definition of "document(s)." Additionally, State Farm objects to Plaintiffs' definition of "document(s)" on the grounds that it is overly broad and unduly burdensome and to the extent Plaintiffs seek production of all identical copies of ESI. ESI is frequently duplicated and disbursed in the ordinary course of business, and discovery regarding all identical copies of ESI would be cumulative, duplicative, and impose unnecessary burdens without any benefit to the adjudication of this action. State Farm also objects to the extent that Plaintiffs seek production of ESI from sources that are not reasonably accessible, as such discovery would require extraordinary efforts that are not proportional to the scope of the matter.

State Farm also objects to the extent this definition seeks discovery regarding ESI that is ephemeral in nature, such as temporary computer files, log/history files, or file fragments, as the preservation and production of such things is not proportional to the needs of the case. State Farm objects to Plaintiffs' definition as overly broad, unduly burdensome, and beyond the scope of permissible discovery to the extent Plaintiffs purport to include system information not created by State Farm users, such as caches, cookies, or logs, or otherwise seek to require State Farm to record and/or provide discovery regarding records and information that are not ordinarily captured and/or are overwritten in the ordinary course of operating State Farm's computing systems.

State Farm objects to the inclusion of "every copy" in Plaintiffs' definition of "document(s)" on the grounds that copies are not universally relevant to the claims and defenses of a case and are likely to

be cumulative or duplicative. To the extent that a copy is not a business record stored in a central repository in State Farm's ordinary course of business, discovery regarding "every copy" would not be proportional to the needs of the case.

In addition, State Farm objects to Plaintiffs' definition to the extent it includes text messages on the grounds that State Farm has no obligation to collect, review, or produce text messages sent or received by devices that are not in State Farm's possession, custody, or control. 12 O.S. §§ 3226(A), 3234(A). State Farm further objects that text message data that exists on mobile devices within State Farm's possession, custody, or control is not relevant to any party's claim or defense, and discovery from such devices would not be proportional to the needs of the case. 12 O.S. § 3226(B)(1), (2). State Farm also objects because any text message data from such devices is unlikely to contain unique, relevant information that does not also exist in the relevant claim file(s) or another location that is less burdensome for collection, review, and production.

Finally, State Farm objects to Plaintiffs' definition of "document(s)" to the extent it would require the production or disclosure of information protected from discovery by the attorney-client privilege, work-product doctrine, or other privileges recognized by law. Notwithstanding these objections, to the extent any responsive documents or ESI are produced, State Farm will produce reasonably accessible, relevant, non-privileged information in reasonably usable formats.

Objection to Plaintiffs' Definition—"Employee." State Farm objects to Plaintiffs' definition of "employee" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code and seeks discovery from "all employees, past and present." State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs' Definition—"Engineering Services." State Farm objects to Plaintiffs' definition of "Engineering Services" to the extent it purports to impose obligations that exceed those set

forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide. In addition, State Farm objects to this definition as vague and ambiguous as to what is meant by “any of which embraces such services or work.”

Objection to Plaintiffs’ Definition—“Identify” or “Identification” in reference to a corporation. State Farm objects to Plaintiffs’ definition of “identify” or “identification” when used in reference to a “corporation, firm, or other entity” to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition to the extent it seeks information that is not relevant to the claims and defenses in this case or that is not reasonably available or would be unduly burdensome to provide.

Objection to Plaintiffs’ Definition—“Identify” or “Identification” in reference to a meeting or conference. State Farm objects to Plaintiffs’ definition of “identify” or “identification” to the extent it seeks information about “meeting[s] or conference[s]” that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all “meeting[s] or conference[s].”

Objection to Plaintiffs’ Definition—“Identify” or “Identification” in reference to a telephonic conversation. State Farm objects to Plaintiffs’ definition of “identify” or “identification” to the extent it seeks information about “telephonic conversation[s]” that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable “telephonic conversation[s].”

Objection to Plaintiffs’ Definition—“Identify” or “Identification” in reference to a “writing.” State Farm restates and incorporates its objection to Plaintiffs’ definition of “writings,” *infra*, and applies it to Plaintiffs’ definition of “identify” or “identification” when used in reference to a

“writing.” In addition, State Farm objects to Plaintiffs’ definition of “identify” or “identification” with respect to a “writing” as overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable “writing[s].”

State Farm also objects to Plaintiffs’ definition insofar as it seeks the “present location or custodian” of all discoverable “writings” on the grounds that the definition is overly broad and unduly burdensome and such information is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together by one or multiple custodians, such as on a shared or personal hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden.

State Farm objects to Plaintiffs’ definition of “identify” or “identification” insofar as it seeks details regarding “writing[s]” that are “no longer in [State Farm’s] possession or control” on the grounds that it is overly broad, unduly burdensome, and purports to impose obligations greater than those set forth in the Oklahoma Discovery Code. There is no basis to demand State Farm generally describe all requested information that may have existed at some time. State Farm further objects to this definition as unduly burdensome and beyond the scope of permissible discovery to the extent it purports to call for forensic investigation into computing devices or systems to determine or locate information indicating or evidencing ESI that was deleted or that is no longer accessible as active data on that device or system. State Farm further objects that ESI and/or documents that were deleted or no longer exist are not reasonably accessible, and discovery about the same would require extraordinary efforts that are not proportional to the scope of the matter. Furthermore, State Farm objects on the grounds that Plaintiffs’ definition is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

Finally, State Farm objects to this definition to the extent that it purports to require State Farm to provide information more properly requested via separate interrogatory.

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "Oral Conversation." State Farm objects to Plaintiffs' definition of "identify" or "identification" to the extent it seeks information about "oral conversation[s]" that is overly broad and not relevant to the claims and defenses of any party. State Farm further objects to the definition on the grounds that it would be unduly burdensome to provide such detailed information for all discoverable "oral conversation[s]."

Objection to Plaintiffs' Definition—"Identify" or "Identification" in reference to an "individual natural person." State Farm objects to Plaintiffs' definition of "identify" or "identification" when used in reference to an "individual natural Person" insofar as it seeks the "residential address" of natural persons on the grounds that such information constitutes personally identifiable information sought in violation of those individuals' constitutional right to privacy. To the extent required to address the claims and defenses at issue in this case, the business addresses and business telephone numbers of natural persons will be sufficient to identify and contact potential witnesses.

Objection to Plaintiffs' Definition—"Relevant Time Period." State Farm objects to Plaintiffs' definition of "Relevant Time Period" as the "time period from 2010 to the date Discovery Requests are answered to supplemented" as overly broad and not relevant to the claims or defenses of any party. State Farm further objects to this definition to the extent it seeks information that is not reasonably available or would be unduly burdensome to provide. State Farm will not produce any documents prior to one year prior to the date of loss or after the filing of the Petition unless otherwise stated in its responses.

Objection to Plaintiffs' Definition—"You." State Farm objects to Plaintiffs' definition of "You" to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm further objects to this definition as overly broad in its inclusion of individuals "purporting to act on behalf of" various entities, individuals acting on behalf of "any merged or acquired predecessors,

successors, and/or divested facilities, division, or subsidiaries of State Farm,” and individuals “serving or having served on any governing board of any State Farm.”

OBJECTIONS TO PLAINTIFFS’ INSTRUCTIONS

Objection to Plaintiffs’ Instruction No. 1. State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ Instruction No. 1. State Farm also objects to Plaintiffs’ Instruction No. 1 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will provide documents and information within its possession, custody, and control in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs’ Instruction No. 2. State Farm objects to Plaintiffs’ Instruction No. 2 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. State Farm will fulfill its obligation to supplement these Responses pursuant to the Oklahoma Discovery Code.

Objection to Plaintiffs’ Instruction No. 4. State Farm objects to Plaintiffs’ Instruction No. 4 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs’ Instruction No. 5. State Farm restates and incorporates its objection to Plaintiffs’ definition of “document(s)” and applies it to Plaintiffs’ Instruction No. 5. State Farm also objects to Plaintiffs’ Instruction No. 5 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its Objections and Responses to the Requests in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs’ Instruction No. 6. State Farm objects to Plaintiffs’ Instruction No. 6 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code. State Farm will state its

Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 7. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 7. State Farm also objects to Plaintiffs' Instruction No. 7 on the grounds that the inclusion of "no longer [] in [State Farm's] possession or control" is overly broad and because it imposes obligations that are unduly burdensome and greater than those set forth in the Oklahoma Discovery Code. State Farm further objects to Plaintiffs' Instruction No. 7 on the grounds that it exceeds the parameters of the Oklahoma Discovery Code and because State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated. State Farm will state its Objections and Responses to the discovery in accordance with the Oklahoma Discovery Code and substantive law.

Objection to Plaintiffs' Instruction No. 8. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 8. In addition, State Farm restates and incorporates its objections to Plaintiffs' ESI Protocol and applies them to Plaintiffs' Instruction No. 8. State Farm also restates and incorporates its objection to Plaintiffs' Instruction No. 9 and applies it to Plaintiffs' Instruction No. 8. State Farm further objects to Plaintiffs' Instruction No. 8 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 9. State Farm restates and incorporates its objection to Plaintiffs' definition of "document(s)" and applies it to Plaintiffs' Instruction No. 9. In addition, State Farm objects to Plaintiffs' Instruction No. 9 to the extent it seeks to unilaterally dictate a form of production. State Farm will produce documents and ESI in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 10. State Farm objects to Plaintiffs' Instruction No. 10 to the extent it purports to impose obligations that exceed those set forth in the Oklahoma Discovery Code. To the extent State Farm withholds any information on the basis of privilege, State Farm will provide a privilege log in accordance with the Oklahoma Discovery Code.

Objection to Plaintiffs' Instruction No. 11. State Farm objects to Plaintiffs' Instruction No. 11 as overly broad and unduly burdensome and seeks information that is neither relevant to the resolution of the claims and defenses in this case nor proportional to the needs of the case on the grounds that it requires State Farm to provide information and documents relating to "all States of the United States in which [State Farm] conduct[s] business."

Objection to Plaintiffs' Instruction No. 12. State Farm restates and incorporates its objection to Plaintiffs' definition of "Relevant Time Period" and applies it to Plaintiffs' Instruction No. 12.

OBJECTIONS TO PLAINTIFFS' ESI PROTOCOL

Objection to Plaintiffs' "ESI Protocol." State Farm objects to Plaintiffs' attempt to unilaterally impose an "ESI Protocol" in their Instructions to govern the scope of discovery. The Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Instead, it allows the requesting party to specify a form of production, and, in response, the producing party can object and state the form of production it intends to make. 12 O.S. § 3234(B)(1)(c)-(d). In fact, Oklahoma law only requires that the format be "reasonably usable" and further provides that "a party need not produce the same electronically stored information in more than one form." 12 O.S. § 3234(A)(1)(a) and § 3234(B)(2)(e).

State Farm further objects to Plaintiffs' "ESI Protocol" because it exceeds the scope of permissible discovery and imposes obligations above and beyond those set forth under the Oklahoma Discovery Code. State Farm also objects to Plaintiffs' ESI Protocol to the extent it requires the production of documents or discovery of information that is not reasonably accessible to State Farm on the ground that such discovery

would require extraordinary efforts that are not proportional to the scope of this matter. 12 O.S. § 3226(B); *Werner Enter., Inc. v. Kirkland et al.*, No. 122,385 (Okla. Sept. 24, 2024) (“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 facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes.”). State Farm objects to Plaintiffs’ “ESI Discovery Protocol,” attached as Exhibit 1 for the same reasons.

To the extent ESI is produced, State Farm will produce reasonably accessible, relevant, non-privileged information in image format, accompanied by document-level text files containing searchable text (either extracted text or text created with optical character recognition (“OCR”)). The information pertinent to the claims and defenses in this case can be found in the text of the documents and is not generally found in metadata and Plaintiffs have not set forth any basis or arguments to the contrary. Notwithstanding State Farm’s objections and format set forth above, where applicable, metadata load files will be produced in .DAT file format and image load files in .OPT format (i.e., industry standard “Concordance” formatted load files). The exceptions to this approach are:

- State Farm will produce responsive, non-privileged, and unredacted spreadsheets (e.g., Microsoft Excel files) in native format.
- State Farm will produce responsive, redacted Excel-file documents in near-native format with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm will produce responsive, non-privileged, and unredacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) in native format if relevant information exists that cannot be displayed on an image (e.g., animations or embedded audio files).
- State Farm will produce responsive, redacted ESI maintained in presentation formats (e.g., Microsoft PowerPoint) as image files with redacted text, unless doing so would be unduly burdensome or render the file(s) unusable, in which case State Farm will seek to meet and confer with Plaintiffs on the proper redaction method.
- State Farm may choose to produce ESI that is difficult or impracticable to render in Bates stamped image format, such as video or audio files, in native format.

To the extent there is a need for any deviation from the above, State Farm will meet and confer and negotiate in a good faith effort to resolve the dispute with Plaintiffs' counsel.

Objection and Response to Plaintiffs' Definition of "Electronically Stored Information."

State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)" and "communication(s)," *supra*, and applies each to Plaintiffs' definition of "Electronically Stored Information."

Objection to Plaintiffs' ESI Production Nos. 1–3. State Farm restates and incorporates its objections to Plaintiffs' definitions of "document(s)" and "communication(s)" and its objections to ESI Protocol set forth above and applies each to Plaintiffs' ESI Production Instructions 1–3. State Farm also objects to Plaintiffs' ESI Production Instructions 1–3 on the grounds that the Oklahoma Discovery Code addresses the form of production of ESI and does not require parties to produce ESI in any particular way or allow requesting parties to unilaterally dictate a form of production. Moreover, Plaintiffs' ESI Production Instructions 1–3 exceed the scope of permissible discovery and impose obligations above and beyond those set forth under the Oklahoma Discovery Code. As such, State Farm will not produce ESI—if any—in accordance with Plaintiffs' unilateral ESI Protocol and, to the extent ESI is produced, State Farm will produce the reasonably accessible, non-redacted content of each document in a reasonably usable format as set forth above, which is all the Oklahoma Discovery Code requires. State Farm further objects because it does not need to produce ESI in more than one form, and the reproduction of ESI in other formats would be cumulative and duplicative of the alternate reasonably usable formats proffered above. 12 O.S. § 3234(B)(2)(e)(3). Further, to the extent these instructions call for production of "native" files, State Farm construes "native" as the "associated file structure defined by the original creating application." *The Sedona Conference Glossary: eDiscovery & Digital Information Management, 5th Ed.*, 21 Sedona Conf. J. 263 (2020)

OBJECTIONS TO PLAINTIFFS' PROTECTIVE ORDER STATEMENT

State Farm objects to Plaintiffs' unilateral and self-serving statements and conclusions concerning their hugely overly broad discovery requests seeking State Farm's confidential and proprietary institutional documents that have no relevance to Plaintiffs' claim and are vastly disproportionate even if they were relevant. State Farm objects further because, contrary to Plaintiffs' contention, Oklahoma law expressly grants courts permission to enter protective orders protecting the use of confidential information produced during discovery. 12 O.S. § 3226(C)(1)(g) (allowing a court to enter any order which justice requires to protect a party or person from annoyance, harassment, embarrassment, oppression or undue delay, burden, or expense, including that a trade secret or other confidential research development or commercial information not be disclosed or be disclosed only in a designated way); *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶ 18–24 n.41, 944 P.2d 304, 310–11 n.41 (holding that the need for pretrial disclosure should “be harmonized” with a party’s right of privacy, and preventing public disclosure of sensitive information “is sufficient justification for the authorization of protective orders.”); *State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶ 79, 489 P.3d 36, 64 (explaining that courts’ authority under Section 3226(C) to enter protective orders has “conceptual origins in [its] counterparts found in” Rule 26 of the Federal Rules.). State Farm will thus not produce documents it deems to be Confidential until the entry of a mutually acceptable protective order unless otherwise ordered by the Court. State Farm is willing to meet and confer and negotiate in good faith on a mutual protective order with Plaintiffs’ counsel.

For purposes of its below Responses to Plaintiffs’ specific Requests, and to avoid repeating its objections stated in these introductory sections, State Farm’s above General Objections, Objections to Plaintiffs’ Definitions, Objections to Plaintiffs’ Instructions, Objections to Plaintiffs’ ESI Protocol and Objections to Plaintiffs’ Protective Order Statement shall be collectively referred to as “State Farm’s Universal Objections.”

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

BILLY & LACY HURSH,

Plaintiffs,

v.

**STATE FARM FIRE AND
CASUALTY COMPANY; MARK D.
WELTY; and MARK D. WELTY
INSURANCE AGENCY, INC.,**

Defendants.

CASE NO. CJ-2025-2626

**PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS TO DEFENDANT
STATE FARM FIRE AND CASUALTY COMPANY**

Plaintiffs hereby request, pursuant to the Oklahoma Discovery Code, that You respond within thirty (30) days to these Discovery Requests. You are hereby required to file in the above-styled cause and serve upon the undersigned counsel at the address stated herein below your written answers to the following Interrogatories, which should be made fully, separately, and in writing under oath and signed by the person making them. You are required to permit inspection and copying at our expense of the Documents described in the following Requests for Production, which are in Your possession, custody, or control, at Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, Oklahoma 73102, or at such other time and location as the parties may agree.

INSTRUCTIONS

1. These Discovery Requests are directed toward all information and Documents, within the descriptions set forth herein, which are known or available to You through Your respective agents, representatives, or Persons authorized to act on Your behalf, including information contained in Documents in the custody, possession, or control of You, Your respective agents, representatives, or Persons authorized to act in Your behalf, or available to them upon reasonable inquiry, request, or demand, whether such Documents are maintained at a local, regional, territorial, or national location.

2. These Discovery Requests shall be deemed continuing pursuant to the Oklahoma Discovery Code and require, without further request from Plaintiffs, additional and supplemental answers from You if, at any time between the time the answers to these Discovery Requests are served and time of trial, You obtain or acquire from any source any additional knowledge, information, or belief pertaining to the subject matter of any Discovery Request. Such supplementary responses and production shall be served and made seasonably, but not later than thirty (30) days after such additional information and/or Documents are acquired or discovered.

3. Wherever used herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. The feminine shall be deemed to include the masculine and the masculine shall be deemed to include the feminine. The disjunctive “or” shall be deemed to include a conjunctive “and”, and the conjunctive “and” shall be deemed to include the disjunctive “or”, and each of the functional words “each”, “every”, “any”, and “all” shall be deemed to include each of the other functional words. References

to the past tense shall include the present and vice versa. Use of the word “including” or any form thereof shall be construed without limitation.

4. Where Discovery Requests cannot be answered in full, they shall be answered or responded to as completely as possible, and incomplete answers shall be accompanied by a specification of the reasons for the incompleteness of the answer and whatever knowledge, information, or belief is possessed with respect to each unanswered or incompletely answered Discovery Request.

5. If you object to the production of any Document for any reason, Your answer shall state whether Documents responsive to the specific Discovery Request exist. Additionally, if no Documents are responsive to a specific Discovery Request, Your answer shall state the same in response to that Discovery Request.

6. Where facts set forth in Your answers or responses or portions thereof are supplied upon information and belief, rather than actual knowledge, so state and specifically describe or identify the source or sources of such information and belief. If any estimate can reasonably be made in place of unknown information, set forth Your best estimate, clearly designated as such, in place of unknown information, and describe the basis upon which the estimate is made. If You cannot answer an Interrogatory in full after exercising due diligence to secure the information requested, so state and answer to the fullest extent possible, specifying Your inability to answer the remainder and stating whatever information or knowledge you have relating to the answered portion.

7. If any Document responsive to a Request for Production was, but is no longer in Your possession, custody or control, or in existence, state whether it (1) is missing or

lost; (2) has been destroyed; (3) has been transferred to others; or (4) has been otherwise disposed of, and in each instance explain the circumstances surrounding such disposition, as well as the date or approximate date thereof.

8. Pursuant to the Oklahoma Discovery Code, You are required to produce any Documents requested as they are kept in the usual course of business, or, You shall organize and label them to correspond to the categories in the Requests. Additionally, all Electronic Documents must be produced in the format described in the ESI Protocol described below. Further, no document produced by Defendants shall contain any watermark that covers or obscures in any way any text of the document being produced.

9. For all documents produced in response to these Discovery Requests, You are specifically instructed to not include any watermark on any such Document.

10. If any document is withheld for any reason, including but not limited to any alleged claim or privilege or trade secret, or for any other permissible (under current Oklahoma law) and recognized (under current Oklahoma law) reason or objection, please provide a description of the document being withheld which includes the following:

- a. The date of the document;
- b. The author(s) of the document (including all Persons who may have participated in the development of the Document);
- c. All recipients of the document (including anyone the document was directed to, forwarded to, blind-copied to, and/or otherwise received and/or reviewed by);
- d. All persons to whom copies of the document have been furnished;

- e. If stated in the document, the subject matter of the document;
- f. A complete description of the information and/or Document withheld that sufficiently describes the nature of the Documents, Communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable Plaintiffs to assess the applicability of the privilege or protection;
- g. The file and/or computer database in which the document is kept in the ordinary course of business; and
- h. The current custodian of the document.

11. Unless otherwise limited or expanded, the geographical scope of these Discovery Requests encompasses all States of the United States in which You conduct business.

12. Unless otherwise limited or expanded, the temporal scope of these Discovery Requests encompasses the Relevant Time Period.

DEFINITIONS

The following definitions shall apply to these Discovery Requests:

1. **“Action”** means the above-styled and cause numbered litigation.
2. **“Address/Telephone Number”** means both the current business and residential address and telephone number Person(s) referred to in the specific Discovery Request.
3. **“Agent”** shall collectively mean **MARK D. WELTY INSURANCE AGENCY, INC**, his attorney(s), investigator(s), agent(s), or any other representative(s). All information is to be divulged which is in the possession, custody, or control of each individual or corporate party, including all information that is reasonably available to them.
4. **“Claim”** shall collectively mean and refer to all requests for indemnity to You (along with Documents supportive thereof), as described in the Action, whether submitted directly to You or through Agent, arising from the Dwelling and/or Policy.
5. **“Claim File”** shall mean the Documents You keep and maintain with respect to a claim for indemnity under a policy of insurance coverage You have issued, which include (but are not limited to):
 - a. Communications between You and insured;
 - b. Communications between Your Claims Handling Personnel;
 - c. claim diary or log;
 - d. reports prepared by You or anyone You retained to perform work on the claim (including any contractors or engineers);
 - e. witness statements;

- f. adjuster's file;
- g. field file and/or notes;
- h. scope file and/or notes;
- i. supervisor's file;
- j. settlement summaries
- k. internal policies, procedures, and/or manuals You used, referenced, or relied upon in adjusting or paying the claim; and
- l. all Documents presented for authority requests or review requests.

The Claim File shall include (a) all electronic information You store relating to the respective claim in any claims-management software; (b) all Communications between You and the insured as well as any third-party relating to the claim; and (c) all information sent to and/or reviewed by any supervisor and/or claim consultant relating to the claim.

6. **"Claims Handling Personnel"** means Your Employees or independent contractors performing work or services related to the receipt, response, adjustment, appraisal, handling of formal and informal disputes, and/or settlement homeowners claims in Oklahoma. It shall include (but not be limited to) Your adjusters, claims handlers, supervisors, and consultants

7. **"Communication(s)"** shall refer to any message sent or received orally, in writing, or via technology (including but not limited to telephone, text or instant messaging system(s), social media platform(s), e-mail(s), and/or facsimile). It shall include any attachments and/or metadata included in said message.

8. **Cost/Benefit Analysis** means any cost/benefit analysis, return-on-

investment analysis, financial impact analysis, requests for proposal, return-on-investment analysis, or any other similarly named or synonymous type of documentary analysis that compares the cost of an initiative to the value of its outcome.

9. “**Custodian(s)**” refers to the Person(s) having possession, custody, or control of the Document or information requested in the specific Discovery Request.

10. “**Document(s)**” shall have the same meaning assigned to it in Rule 34(a)(1)(A) and shall include (but is not limited to) all materials described in the definition of “**writing**” as set forth herein as well as any form of electronic communication, however generated or stored, such as e-mail, which is capable of being copied. The term “**Document**” includes, but is not limited to the following: every original (and every copy of any original or copy which differs in any way from any original) of every writing of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded, by any physical, mechanical, or electronic means, including but not limited to accounting records, affidavits, bills, books, calendars, checks, check stubs, contracts, including all policies of insurance and draft policies, diaries, notes, photographs, receipts, reports, tape recordings, tax returns, telephone bills, and all materials within or upon which appear any writing or utterance, whether handwritten, typewritten, printed, transcribed, taped, recorded, filmed, punched, or produced by any other mechanical or electronic system of reproduction, and shall include each Document known to Defendant, its attorneys, and its agents.

11. “**Dwelling**” shall refer to a residence, home, house, dwelling, and/or other structures.

12. **“Dwelling Policy”** refers to any policy of insurance written by any Defendant providing coverage for physical loss or damages to a Dwelling. It shall include Plaintiffs’ Homeowners’ policy of insurance, or other policy of insurance providing insurance for Plaintiffs’ Dwelling at the time of the loss that is the subject of this Action, and was issued by You or anyone acting on Your behalf, including but not limited to all summary(ies) of changes, declaration page(s), deductible disclosures, Definitions, identification of any additional insured(s), endorsement(s), consumer bill of rights, and notices. **“Dwelling Policy”** shall have the same definition as provided in Plaintiffs’ operative Petition.

13. **“Employee”** shall refer to all employees, past and present, affiliated in any way with any Defendant.

14. **“Engineering Services”** shall mean any service or creative work, the adequate performance of which requires engineering education, training and experience in the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, planning the engineering use of land and water, teaching of advanced engineering subjects or courses related thereto, engineering research, engineering surveys, engineering studies, and the inspection or review of construction for the purposes of assuring compliance with drawings and specifications; any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, chemical, environmental, hydraulic, pneumatic or thermal nature, insofar as they

involve safeguarding life, health or property, and including such other professional services as may be necessary to the design review and integration of a multidiscipline work, planning, progress and completion of any engineering services.

15. **“Expert”** shall mean a person skilled through education, training and experience in a particular field or vocation.

16. **“Identify” or “Identification,”**

- a. when used in reference to a corporation, firm or other entity, means its full name, form of organization, and its present or last known Address/Telephone Number;
- b. when used in reference to a meeting or conference, means to state the date of the meeting or conference, the place of the meeting or conference, the full name and the present or last known position, business affiliation and Address/Telephone Number of each Person attending the meeting or conference;
- c. when used in reference to a telephonic Conversation, means to state the full name, business affiliation and business address at the time, present or last known position and business affiliation and Address/Telephone Number of each party to the telephonic Conversation, the location of each such party at the time the telephonic Conversation took place, which of the parties initiated the telephonic Conversation, and when such telephonic conversation took place; and
- d. when used in reference to a Writing, means a description of that writing in a manner sufficient for a subpoena duces tecum or for production pursuant to the Oklahoma Discovery Code. Also provide its present location or Custodian. If any such Writing was, but no longer is, in your possession or control, state what disposition was made of it, the date thereof, the Person responsible for making the decision as to such disposition, and the Person responsible for carrying out such disposition;
- e. when used in reference to an oral Conversation other than telephonic Conversation, means to state when such Conversation took place, where such Conversation took place, and the full name and present or last known position and business affiliation and residential address of

each party to such conversation.

- f. when used with reference to an individual natural Person, means to state his or her full name, Residential Address, and present or last known position and business affiliation;

17. **"Indemnity Agreement"** shall mean any contractual agreement under which any Person or entity agrees to compensate You for a loss, or under which You agree to compensate any Person or entity for a loss.

18. **"Party"** shall mean collectively or individually any **"Plaintiff,"** **"Defendant,"** and/or **"Agent,"** as those terms are defined herein.

19. **"Person"** shall refer to any natural person, firm, association, partnership, corporation, or other form of legal business entity.

20. **"Petition"** shall refer the Petition filed in this Action.

21. **"Plaintiff(s)"** shall refer to the named Plaintiff(s) in this Action.

22. **"Relating to"** a subject shall mean any documents constituting or comprising that subject, and any document identifying, referring to, dealing with, commenting upon, describing, summarizing, analyzing, explaining, detailing, outlining, defining, interpreting, or pertaining to that subject.

23. **"Relevant Time Period"** shall mean the time period from 2010 to the date Discovery Requests are answered or supplemented.

24. **"You," "Your,"** and **"Yourself"** shall refer to Defendant State Farm Fire & Casualty Company ("State Farm"), as well as:

- a. all Persons acting on behalf of or purporting to act on behalf of State Farm. (including but not limited to agents, representatives, attorneys, insurance carriers, experts, and consultants);

- b. all Persons acting on behalf of or purporting to act on behalf of any subsidiary of State Farm;
- c. all Persons acting on behalf of or purporting to act on behalf of any merged or acquired predecessors, successors, and/or divested facilities, divisions, or subsidiaries of State Farm; and
- d. all Persons serving or having served on any governing board of any State Farm.

ESI PROTOCOL

Additional Definitions:

1. All definitions provided in the Discovery Requests to which this Exhibit are incorporated as if fully set out in this Exhibit.

2. **“Electronically Stored Information”** (*i.e.*, “ESI”) is defined as files, Documents, or other data that are stored on computers, file servers, disks, or other reasonably accessible devices or media.

ESI Production:

1. Defendant shall produce all documents in accordance with the ESI Protocol provided contemporaneously herewith.

2. To the extent Defendant objects to Plaintiffs’ requested form of production, Defendant shall so state and advise of the specific format of production (*i.e.*, JPEG, TIFF+, etc.) that Defendant believes to be a reasonably usable format. A mere promise to produce documents in an unidentified “reasonably usable format” shall not constitute a valid objection to Plaintiffs’ requested format. Additionally, a promise to produce documents in “imaged format” lacks the requisite specificity to inform Plaintiffs of Defendant’s intended format.

3. Should Defendant refuse to produce documents in the format requested, Plaintiffs specifically reserve the right to seek entry of their ESI Protocol and seek re-production of documents in their native format, as defined in the ESI Protocol.

PROTECTIVE ORDER

1. Defendant has made a regular practice of refusing to produce documents without the prerequisite entry of a blanket protective order.
2. Plaintiffs do not agree any information sought herein requires Defendant to divulge information that is confidential or trade secret, nor do Plaintiffs agree to the propriety of a blanket protective order in any case.

INTERROGATORIES

INTERROGATORY NO. 1. Provide the name, address, and job title of any Claims Handling Personnel who were involved with, adjusted, managed, supervised, investigated, worked on, reviewed, or provided any work or oversight on any aspect of Plaintiff's Claim or the handling thereof.

INTERROGATORY NO. 2. If State Farm maintains Plaintiff failed to comply with the terms of the Policy, please set forth (a) the facts that support such contention; (b) all Persons with knowledge to support such contention; and (c) all Documents or other evidence that may support such contention.

INTERROGATORY NO. 3. 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.

INTERROGATORY NO. 4. Describe with specificity, in detail, and by date all inspection(s) conducted by any of the named defendants, or anyone acting on their behalf,



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILL and LACY HURSH, <i>Plaintiffs,</i> v. STATE FARM FIRE & CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC., <i>Defendants.</i>	CASE NO. CJ-2025-2626 Hon. Amy Palumbo FILED IN DISTRICT COURT OKLAHOMA COUNTY NOV 25 2025 RICK WARREN COURT CLERK 78 _____
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JOURNAL ENTRY

COMES ON for hearing before this Court on the 14th day of November 2025, Plaintiffs Bill and Lacy Hursh's ("Plaintiffs") Motion to Compel Discovery from Defendant State Farm Fire & Casualty Company ("State Farm"). The Court, having reviewed the parties' briefs, hearing arguments of counsel, and consideration of additional materials provided at the hearing, finds and orders that Plaintiffs' Motion is **SUSTAINED**, as follows:

1. The Court has considered the arguments set forth in the parties' extensive briefing on these discovery issues, as well as arguments made by counsel at the hearings, and consideration of additional materials provided at the hearing.
2. The Court has carefully considered and weighed each of the proportionality factors set forth in 12 O.S. § 3226(B) in conjunction with making its rulings as to the relevance and proportionality of each category of discovery requested in Plaintiffs' Motion to Compel, including the importance of the issues at stake in this action, the amount in controversy, the

EXHIBIT

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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.

3. 3. Having considered these factors, the Court finds Plaintiffs have met their burden of establishing the discovery sought herein is relevant to their claims, including allegations of pattern and practice and the evidence at issue is reasonably calculated to lead to the discovery of admissible evidence and proportional to the needs of the case .

In so finding, the Court considered that this matter involves claims where the amount in controversy is in excess of \$75,000;

4. The Court further finds that there is a disparity in the parties' relative access to the requested information in that most of the information is only accessible by State Farm and not by Plaintiffs;

5. That in considering the importance of the issues at stake, the Court finds that without this discovery, it may be impossible to resolve the pertinent issues in this case and that this discovery will allow both parties to proceed in presenting relevant evidence at trial.

6. The Court also takes into consideration the objections and arguments made by counsel for State Farm regarding the potential burden or expense the requested discovery may impose in relation to its likely benefits.

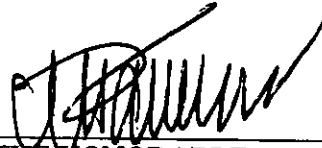
7. The Court further finds that the relevant time frame for the production of responsive material and information is January 1, 2015 to present, unless a shorter time frame is stated in the specific discovery request.

8. The Court hereby SUSTAINS Plaintiffs' Motion to Compel and orders production of such

materials within ~~sixty (60) days~~ ^{120 days}, except previous production to be ordered produced within 30 days.

CHP
11-25-25

It is THEREFORE ORDERED, ADJUDGED, AND DECREED.



THE HONORABLE AMY PALUMBO

APPROVED AS TO FORM:



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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT

OKLAHOMA COUNTY, OKLAHOMA

June 5, 2026 11:31 AM

RICK WARREN, COURT CLERK

Case Number CJ-2025-2626

BILLY & LACY HURSH,

Plaintiffs,

v.

STATE FARM FIRE & CASUALTY COMPANY;)

MARK D. WELTY; and MARK D. WELTY)

INSURANCE AGENCY, INC.,)

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
RESPONSE TO PLAINTIFFS' SECOND MOTION TO COMPEL**

EXHIBIT

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Plaintiffs' Second Motion to Compel (the "Motion" or "MTC") seeks information that either duplicates discovery the Court has already ordered State Farm to produce regarding the Fire Model Enhancement ("FME") or is irrelevant and disproportionate to this single homeowner's insurance dispute. 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 6–7.).¹ While State Farm denies such allegations and disputes the relevance and proportionality of the requested information, many of these requests fall squarely within the scope of the Court's November 25 and December 31, 2025 Orders compelling FME-related discovery—which are currently pending the Oklahoma Supreme Court's review—and are thus unnecessarily and inappropriately cumulative and duplicative.

Plaintiffs' additional requests for deposition transcripts from other cases, as well as claim files associated with over five years of wind/hail roof claims and underwriting information for other Tulsa County insureds, have no apparent or demonstrated connection to the handling of Plaintiffs' claim. Instead, Plaintiffs mischaracterize testimony from other lawsuits and the statements of State Farm's counsel in a different case to continue to advance their speculative theory that State Farm is engaged in a purported enterprise-wide "scheme" to pre-deny wind/hail roof claims. But as the Oklahoma Supreme Court recently held, when a request is "overly broad on its face"—as here—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, ¶16.² Plaintiffs have not met this burden.

State Farm does not dispute Plaintiffs' right to challenge its claim decision or to seek discovery relevant to their specific allegations. But the Oklahoma Discovery Code limits how far

¹ See, e.g., RFPs 45-52; MTC at 6–7.

² See also *Ross v. Univ. of Tulsa*, No. 14-CV-484-TCK-PJC, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015) ("[T]he mere fact that a plaintiff offers a 'broad theory of the case' does not automatically justify equally broad discovery, 'unless the discovery is relevant to the plaintiff's actual claims or defenses.'")

Plaintiffs may go and requires discovery to be not only relevant but also proportional to the needs of the case. The requests at issue are neither. Not only are they untethered to the parties' actual claims and defenses, they are disproportionate to the needs of this \$22,000 case, particularly because the Court has already ordered State Farm to produce the FME-related discovery Plaintiffs contend is the basis of their additional requests, and complying with that Order alone has cost State Farm millions of dollars. Plaintiffs' counsel's apparent goal—to make this case so painful and expensive to defend that State Farm is pressured to settle for an exorbitant amount far exceeding the case's actual value—violates both the letter and the spirit of proportionality. The Court should deny the Motion.

I. FACTUAL AND PROCEDURAL BACKGROUND

This case concerns damages Plaintiffs allegedly sustained to their home during weather events on October 4, 2023 and May 21, 2024. Plaintiffs claim State Farm should have paid approximately \$22,000 for alleged roof damage and assert claims against State Farm for breach of contract and bad faith; claims against agent Mark D. Welty and Mark D. Welty Insurance Agency for negligent procurement; and claims against all Defendants for constructive fraud and negligent misrepresentation. Pet. ¶¶ 40, 45-79. State Farm has *already* produced over a thousand documents relating to Plaintiffs' claims, including Plaintiffs' policy and relevant Claims Files, and (1) three years of financial and annual statements; (2) underwriting guidelines in effect when the Policy issued; (3) applicable claim-handling guidelines in place at the time of the alleged loss; (4) Wind and Hail Guidelines from 2020 and 2021; (5) performance evaluations for the claim handlers involved in Plaintiffs' claims; and (6) the Fire Property Quality Plan in effect on the dates of loss, among others.

On November 25, 2025, this Court granted Plaintiffs' First Motion to Compel and, over State Farm's objection, ordered production of information and documents Plaintiffs claimed were relevant to State Farm's purported "scheme" to pre-deny wind/hail roof claims, including, *inter alia* claims training materials since 2015; information from 2019 onward 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.³

Plaintiffs also issued a corporate representative deposition notice seeking testimony and documents on 30 topics with 101 subparts, spanning 15 years of corporate operations, and noticed the depositions of numerous high-level employees without noticing the deposition of any State Farm employee who actually handled Plaintiffs' insurance claim. Plaintiffs justified those requests with the same "pattern and practice" and FME-related allegations they advance here. On December 31, 2025, this Court denied State Farm's motions to quash the deposition notices for the corporate representative and individual employees.

State Farm then pursued its right to seek appellate review of the Court's November 25 and December 31, 2025 Orders by filing an Application to Assume Original Jurisdiction and Petition for Writ of Prohibition ("Application") with the Supreme Court. Although the Application is still pending—and encompasses FME information that would subsume many of the requests at issue—Plaintiffs nonetheless filed their MTC in another effort to saddle State Farm with disproportionate discovery and costs that dwarf the size of their claim. Plaintiffs seek an order compelling⁴:

- **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

³ The Court also ordered State Farm to produce training provided to agents regarding policy sales and underwriting; information on its relationship with Haag; Fire Property Claims Quality Plans since 2019 plus documents on initiatives concerning indemnity payments and roof replacement ratios, approval rates, and payments; documents about personal and program rules, features in third-party estimating software State Farm uses; and emails or other correspondence to or from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard, from January 2019 onward, about the FME and various metrics relating to roof replacements.

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

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: 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 Taylor in *Cunanan v. State Farm*.⁵
- **Other Insureds' Claim Files (RFPs 58-59)**. Plaintiffs seek all Tulsa 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 requires⁶—is not simply assumed: “[w]hen the request is overly broad, or relevance is not clear, the party seeking the discovery has the burden to show the relevance of the request.” *Stainsby v. Okla. ex rel. Okla. Health Care Auth.*, No. CIV-21-1073-D, 2022 WL 1748263, *1 (W.D. Okla. May 31, 2022). Accordingly, 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.

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 OK Stat § 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).

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, 2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021); *see also Ross*, 2015 WL 13622518, at *1.

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 both relevant to the claims or defenses and proportional to the needs of the case, considering the various factors.”⁸ *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). Thus, the Court’s analysis must go beyond determining whether specific requests are relevant to the claims and defenses. *First Horizon Nat’l Corp. v. Houston Cas. Co.*, No. 2:15-CV-2235-SHL-DKV, 2016 WL 5869580, at *7 (W.D. Tenn. Oct. 5, 2016) (“[E]ven if such information may be considered remotely relevant, . . . its production would be unduly burdensome and disproportionate to this litigation.”). Instead, the Court must weigh its potential benefit against the burden and expense.⁹

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).

⁸ These factors include: (1) the importance of the issues at stake in the action; (2) the amount in controversy; (3) the parties’ relative access to relevant information; (4) the parties’ resources; (5) the importance of the discovery in resolving the issues; and (6) whether the burden or expense of the proposed discovery outweighs its likely benefit. *See* 12 O.S. § 3226(B)(1)(a).

⁹ Compare 12 O.S. § 2401 (defining relevant evidence) with 12 O.S. § 3226(B)(1)(a) (discussing proportionality factors).

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 parents sought ten years of 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. *Id.* ¶ 3. Chick-fil-A objected that the requests were overbroad and unduly burdensome because they were "improperly tailored as to time and scope [and] were not limited to substantially similar incidents." *Id.* ¶ 4. The parents moved to compel, agreeing to limit the requests to the last five years within Oklahoma, and the trial court granted the motion. *Id.* ¶¶ 5-7.

The Oklahoma Supreme Court held that the trial court judge abused his discretion in granting the parents' motion to compel 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—which allows parties to obtain discovery regarding any non-privileged matters "which is relevant to any party's claim or defense . . . and proportional to the needs of the case"—"was amended in 2017 to more closely follow amendments to Rule 26 of the Federal Rules of Civil Procedure." *Id.* ¶ 11. In particular, the

Court 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). Based on the foregoing, the Oklahoma Supreme 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, Plaintiffs’ Petition makes clear that Plaintiffs are complaining about Defendants’ purported conduct in connection with their Policy and insurance claims, *i.e.*, the application of the Policy’s terms to their claims. The Court should deny the Motion because (1) the Orders subject to State Farm’s Application 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) shed any light on the issues specific to Plaintiffs’ claims. Instead, 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, none of the testimony 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 9-12. 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." MTC at 9. 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]

[REDACTED].” Ex. 3.

Plaintiffs also distort 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 *he expressly testified he had never seen and could not place in context*. *Id.* at 244:3-245:4; 256:09-258:14. That testimony proves nothing about State Farm's alleged use of benchmarks or standards; it shows only Plaintiffs' counsel straying beyond the noticed topics and further misusing discovery from other lawsuits against State Farm.

Plaintiffs also selectively quote from the statements of State Farm's counsel at a hearing in an unrelated matter, *Black v. State Farm*, No. CJ-2024-7827 (Okla. Cnty), to suggest State Farm affirmatively invoked and relied on “industry standards” as a defense. But State Farm's counsel—different counsel than in this case—expressly stated “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. Nor is counsel's decision not to continue an email dispute over Plaintiffs' counsel's recollection of alleged statements from an in-chambers appearance in another case, *Barlow v. State Farm* (MTC at 12; MTC Exs. 10-11), an admission that “industry standards” are relevant here. Indeed, State Farm disputed Plaintiffs' recollection of counsel's statements from the *Barlow* appearance in its discovery responses. MTC at 12; MTC Ex. 12 at Rgs 31-34; RFPs 46-47, 51-52.

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 on allegations of other wrongdoings. *Chick-fil-A, Inc.*, 2026 OK 13, ¶ 16. Plaintiffs' briefing and proffered evidence fail to show *how* underlying *their claims*—*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 plaintiff's 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 the facts relevant to their claims—that is, the “specific [alleged] wrongdoing” at issue—constitute or even reflect a scheme, nor have they deposed anyone involved in the claim handling to establish such a connection. Instead, Plaintiffs rely on speculation modeled after allegations their counsel routinely makes against insurance companies and promotes on their website.¹⁰ But merely alleging a “scheme” (Pet. ¶¶ 9, 10) falls far short of establishing relevance.

¹⁰ See Whitten Burrage Law, <https://www.whittenburragelaw.com/bad-faith-roofing-claims/>, stating “Did you know that denying a full roof replacement in favor of just paying for minor repairs is a common tactic used by insurance companies to save themselves millions of dollars?”

Because claim-specific evidence does not support Plaintiffs' alleged "scheme," they instead distort State Farm's efforts to improve claim handling into a nefarious, corporate-wide effort to "to wrongfully deprive its insurers of coverage on valid wind and hail claims." MTC at 6. To the contrary, the FME was an effort State Farm undertook in 2020 to improve the accuracy and quality of claim handling—one that is neither sinister nor surprising but a part of corporate responsibility. As part of the FME, State Farm identified potential ways to improve consistency in handling wind/hail claims and to address both overpayment and underpayment by improving file documentation, conducting additional training, and increasing management involvement.¹¹ See Ex. 4, Declaration of Nicole Manduca ¶ 3. Suggesting that efforts to promote consistency, training, and high standards in claim handling equate to a "scheme" to deprive policyholders of owed indemnity payments is unfounded and contrary to basic principles of corporate responsibility. 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 Tulsa who made a claim for wind or

¹¹ In particular, claim file data indicated that State Farm may have been replacing roofs where significant damage was not expected, primarily due to the small hail and light wind events associated with the date of loss.

hail damage for the past 5 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 “scheme” in connection with the FME (MTC at 10, 16, 18), as discussed above, the Court has already ordered extensive FME-related discovery that—in the event the Supreme Court denies State Farm’s writ—will be sufficient for Plaintiffs to “investigate” their fabricated “scheme.” Any additional discovery in the name of punitive damages is unwarranted and disproportionate to the needs of this case, which involves a dispute over whether Plaintiffs’ roof sustained more covered damage than State Farm estimated. 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)), nor have they pointed to any claim-specific evidence indicating that was the case. Thus, there is no factual basis for the notion that a punitive damages claim will even reach the jury.¹²

E. The Additional Discovery Sought Is Irrelevant and Disproportionate.

Industry Standards & Benchmarks Requests (Rogs 31-34; RFPs 45-52). Plaintiffs so-called “industry standards” requests already fall within the scope of Plaintiffs’ prior, broader discovery requests—and to the extent they do not—seek irrelevant information. The *sole* justification Plaintiffs assert for seeking “[d]ocuments and information related to industry standards and State Farm’s assessment of such industry standards” is State Farm’s purported use of the “Wind-Hail Fire Model Enhancement Team” to “meet arbitrary benchmarks based on State Farm’s research, studying,

¹² 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.

and tracking industry standards on wind/hail and roof claims.” MTC at 6–7. But Plaintiffs have already requested—and State Farm has been ordered to produce—voluminous FME-related documents and information, including any FME-related “analyses,” documents and information related to management and executive employees involved in FME, third-party consultants and related agreements, information dissemination regarding the FME, and descriptions of the creation, implementation, and analyses related to FME and any other “wind/hail” initiatives. *See, e.g.*, Rogs 6, 7, 9, 13, 28, 29; RFPs 14, 15, 21–24, 27, 29, 33, 35–39, 43.

As just two of many examples, Plaintiffs’ RFP 14 demands that State Farm produce “*all documents related to the Fire Model Enhancement* on Wind/Hail from January 1, 2019 until the present, including any and all presentations, memos, documents, or plans of the FME Wind/Hail, whether in draft or final format.” (emphasis added). And RFP 15 seeks “*all documents related to the implementation of any measures, program rules, tactics, claim handling procedures or policies related to the Fire Model Enhancement on Wind/Hail from January 1, 2019 until the present.*” (emphasis added). 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 13 (emphasis added)).¹³ 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 “all documents” associated with the FME.

State Farm maintains that the materials Plaintiffs previously sought are irrelevant to this case.

¹³ *See also id.* at 5 (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”).

Nonetheless, if the Supreme Court denies State Farm's request for writ relief on these issues, State Farm will abide by that decision and produce documents responsive to those prior requests. Thus, State Farm's Court-ordered production of FME-related documents—which State Farm does not concede are relevant or proportional—renders moot 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 id.* at 7–10. Thus, to the extent Plaintiffs' new discovery requests extend beyond their old requests for "all documents" related to the FME, Plaintiffs have provided no basis to find such documents relevant to their claims here.¹⁴

Nor have Plaintiffs identified any claim-specific information showing that State Farm's relationship with Accenture 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 insurers' consultant

¹⁴ Plaintiffs also mischaracterize State Farm's counsel's prior comments in an attempt to justify their expansive requests. *See supra*, at 8.

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 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 several cases holding the same). 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 wrongdoings. 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.

In any event, the Court should deny the Motion as to Rogs 31–34 because these interrogatories exceed the statutory limits set forth in 12 O.S. § 3233(A), which provides: "[t]he number of interrogatories to a party **shall not exceed thirty in number**" and that "[n]o further interrogatories will be served unless authorized by the court." *Id.* (emphasis added). The Court did not authorize Plaintiffs to serve these interrogatories, and Plaintiffs did not follow the process in Section 3233(A) to obtain leave to exceed the statutory limit; nor do Plaintiffs argue they have good cause to do so here. *See id.* (requiring a party to meet and confer before serving additional interrogatories and then file a motion establishing good cause to exceed the statutory limit). As such, the Court must deny Plaintiffs' motion to compel State Farm to respond to unauthorized interrogatories exceeding the statutory limit. *See id.*; *see also 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”).

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, et al.*, No. CJ-2020-4453 (Okla. Dist. Ct. Okla. Cnty.), which involved an insurance claim arising from a storm on or about October 6, 2019, over four years before the alleged dates 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 et al.*, CJ-2020-141 (Okla. Dist. Ct. Grady Cnty.), which involved an insurance claim arising from a weather event in June 2019, over four years before Plaintiffs’ dates 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, et al.*, No. CJ-2019-4360 (Okla. Dist. Ct. Tulsa Cnty.), which involved an insurance claim arising from a storm in August or September 2017 and May or June 2019, over six years before the alleged dates 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 et al.*, CJ-2021-1741 (Okla. Dist. Ct. Okla. Cnty.), which involved an insurance claim arising from a weather event on April 28, 2020, over three years before Plaintiffs’ dates of loss here.
- **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*, CIV-2023-00520 (W.D. Okla.), which involved an insurance claim arising from a weather event on October 14, 2021, over two years before the dates 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 13, 14. 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)¹⁵ (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.”). *Id.* at *1. Plaintiffs thus cannot simply allege a “scheme” and automatically be entitled 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 that relevance to the “subject matter” of the litigation does not alone make information discoverable because “[t]hat is no longer the standard.”). Rather, Plaintiffs must explain how discovery concerning multiple other insureds’ dissimilar insurance 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 well-established authority holding that “wholesale duplicates of discovery produced in other litigation”—based solely on overlapping issues—fails to meet the relevance and proportionality standards. *TravelPass Grp., LLC v. Caesars Ent. Corp.*, No. 5:18-CV-153-RWS-CMC, 2020 WL 698538, at *6 (E.D. Tex. Jan. 16, 2020); *see also Goro v. Flowers Foods, Inc.*, No. 17-CV-02580-JLS-JLB, 2019 WL 6252499, at *18 (S.D. Cal. Nov. 22, 2019). 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)

¹⁵ Although *Randall* involved a corporate representative deposition, its reasoning applies equally to individual depositions taken in other cases.

(rejecting request for productions in a different lawsuit because discovery materials are not public materials until admitted into evidence).¹⁶ The Court should thus deny RFPs 53-57.

Other Insureds' Claim Files (RFPs 58-59). This Court has already ordered State Farm to produce voluminous information about other Oklahoma insureds' claims in response to Plaintiffs' Rogs 3,¹⁷ 22,¹⁸ and 23.¹⁹ Those requests—which require manual review of at least *120,000* claim files—are currently subject to State Farm's pending writ Application. Yet Plaintiffs seek to expand those irrelevant, disproportionate, and burdensome inquiries into other insureds' claims solely because, in their view, RFPs 58 and 59 seek information that is “substantially similar” to that sought in their Interrogatories. MTC at 16. But conclusory allegations that discovery is “similar” to previously ordered discovery fall far short of the relevance and proportionality showing Oklahoma law requires. And even if these allegations were true—they are not—Plaintiffs have not shown that this discovery is not cumulative of what this Court has already ordered and thus disproportionate.

Plaintiffs demand a “copy of every claim file where a homeowner made a claim for wind and hail damage to their roof in Tulsa County since January 1, 2021 to the present” (RFP 58) 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 in scope and breadth to the

¹⁶ 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”)

¹⁷ “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.”

¹⁸ “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.”

¹⁹ “Identify the total number of homeowners' wind/hail claims from 2019 to 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 warrant a Full or Total Roof Replacement.”

“dissimilar incidents” information at issue in *Chick-fil-A*. These requests encompass claims arising from different weather events, handled by employees uninvolved in Plaintiffs’ claim, and based on different factual circumstances, including but not limited to different insurance coverages. 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 v. Jackson Nat. Life Ins.*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463. Indeed, the requested discovery—claim files for *all* wind/hail roof claims in Tulsa 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.²⁰ 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.) 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 **20,016**

²⁰ 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.

wind/hail claims in Tulsa 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 20,016 wind/hail claims involved alleged roof damage, rather than damage to other parts of the property. *Id.* ¶ 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 20,016 claim files to determine if they meet Plaintiffs' criteria. *Id.* Claim file volume varies from less than one hundred to several thousand pages per claim. *Id.* ¶ 7. For context, the Claim Files at issue in this case are approximately 453 and 204 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 20,016 claims identified, the total review time would be at least 6,672 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 20,016 claim files for RFP 58, State Farm would then be required 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 considering the amount in controversy represents only 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).²¹ The same logic the *Hammond* court applied to deny a compelling order applies here. The Court should deny Plaintiffs' Motion with respect to RFPs 58-59, as *Chick-fil-A, Inc.* instructs.

²¹ 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 5 years of records relating to complaints of State Farm's claim handling, finding the requests were overly broad, unduly burdensome, and irrelevant.

F. Other Trial Courts' Orders Compelling Discovery Are Irrelevant.

Plaintiffs repeatedly contend they are entitled to the discovery at issue because other courts in different lawsuits involving different parties, facts, and circumstances, have ordered production of what they view as similar information.²² (MTC at 3, 15, 16, 21; MTC Exs. 4–7.) But Plaintiffs are improperly insinuating that this Court should simply adopt those rulings rather than exercise its own judgment. The Discovery Code requires this Court to impose meaningful limits on broad, irrelevant, and disproportionate discovery requests. *See* Section II-A, *supra*. The Court should reject Plaintiffs' attempt to substitute rulings from unrelated cases for this Court's independent judgment.

G. State Farm's Objections Are Proper.

Finally, Plaintiffs claim that "State Farm's Responses here consist *entirely* of boilerplate objections." MTC at 17 (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.²³ 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.

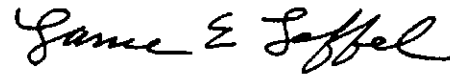
CONCLUSION

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

²² *Hosier v. State Farm, et al.*, Okla. Cnty. Case No. CJ-2021-1741 (Aug. 22, 2023 and Sept. 1, 2023 Orders), *Wedin v. Allstate Vehicle and Property Insurance Co. et al.*, Rogers Cnty. Case No. CJ-2023-181 (Feb. 10, 2025 Order), and *Lyle v. State Farm, et al.*, Cleveland Cnty. Case No. CJ-2024-183 (Apr. 7, 2025 Order). State Farm respectfully submits that the decisions in *Hosier* and *Lyle* were erroneous. State Farm was not a party to *Wedin*. Furthermore, none of these decisions are binding and each hold no precedential value in this Court.

²³ 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 that burden to demonstrate relevance of a facially overbroad request lies with the requesting party.

Respectfully submitted,



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*Attorneys for State Farm Fire
and Casualty Company*

CERTIFICATE OF MAILING

I do hereby certify that on June 5, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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PLAINTIFF

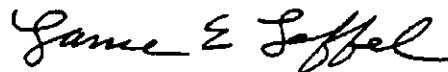
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ATTORNEYS FOR PLAINTIFF



Lance E. Leffel

EXHIBIT 1

Billy & Lacy Hursh v. State Farm Fire & Casualty Co. et al. – No. CJ-2025-2626
(District Court of Oklahoma County, Oklahoma, Hon. Amy Palumbo)

No.	Discovery Requests	State Farm's Objection(s)	Period Covered
"Industry Standards" and Benchmark Requests			
IROG 31	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.	• 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.	2010 through present ¹
IROG 32	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.		
IROG 33	Identify and describe State Farm's performance in relation to any industry		

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		

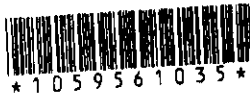
No.	Discovery Requests	State Farm's Objection(s)	Period Covered
	the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims, including standards identified by counsel for State Farm at the Status Hearing on December 11, 2025 before Judge Russell in Barlow v. 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 <i>Barlow v. State Farm</i> , 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 <i>Barlow v. State Farm</i> , 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 <i>Barlow v. State Farm</i> , 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 <i>Nida v. State Farm et al.</i> , CJ-2020-4453, District Court of Oklahoma County, Oklahoma.	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 <i>Barnett v. State Farm et al.</i> , CJ-2020-141, District Court of Grady County, Oklahoma.	• Seeks information not relevant to resolution of claims and defenses in this case; • Cloned discovery undermines the Oklahoma Discovery Code - <i>See</i> 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 - <i>See</i> 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 <i>Johnson v. State Farm et al.</i> , CJ-2019-4360, District Court of Tulsa County, Oklahoma.		
RFP 56	Produce the deposition transcript and all exhibits attached thereto of Jacqueline Draper taken in <i>Hosier v. State Farm et al.</i> , CJ-2021-1741, District Court of Oklahoma County, Oklahoma.		
RFP 57	Produce the deposition transcript and all exhibits attached thereto of Jason Taylor taken in <i>Cunanan v. State Farm</i> , 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 Tulsa 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 attorney client or other legal privileges; and	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
		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

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

FILED
SUPREME COURT
STATE OF OKLAHOMA
SEP 24 2024

WERNER ENTERPRISES, INC.,
Petitioner,

v.

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.

JOHN D. HADDEN
CLERK

No. 122,385

Rec'd (date)	9-24-24
Posted	JM
Mailed	JM
Distrib	JM
Publish	yes ☒ no

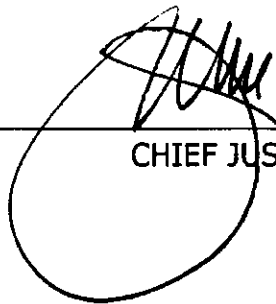
ORDER

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.

**FARMERS INSURANCE
COMPANY, INC.,**

Defendant.

Case No. CIV-11-159-R

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's 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.

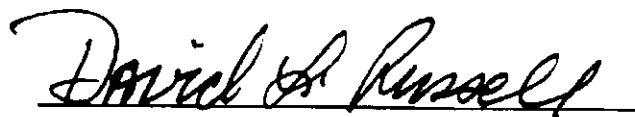

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

EXHIBIT 6

BILLY & LACY HURSH,
Plaintiffs,
v.
STATE FARM FIRE AND CASUALTY
COMPANY; and MARK D. WELTY
INSURANCE AGENCY, INC.,
Defendants.

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

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.

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 Tulsa 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 Tulsa 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 Tulsa County, Oklahoma concerning wind and hail cause of loss. This query revealed a total of 20,016 wind/hail claims in Tulsa 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 20,016 wind/hail claims in Tulsa County involved damage specifically to the roof, as opposed to other parts of the property. As such, determining which of these 20,016 claims meet the specific criteria of Plaintiff's RFP No. 58 would require an intensive manual claim-by-claim review of each of the 20,016 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 are approximately 453 pages and 204 pages.

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

6/4/2026 and East Peoria, Illinois

(Date and Place)

Jacob Nimesgern

(Signature)

Hursh v. State Farm, et al; CJ-2025-2626

Plaintiffs' Motion to Compel Re-Production of Electronically Stored Information in the Form
Defendant State Farm Elected, and Brief in Support

EXHIBIT 6

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

Plaintiffs' Motion to Compel Re-Production of Electronically Stored Information in the Form
Defendant State Farm Elected, and Brief in Support

EXHIBIT 7

FILED UNDER SEAL

1 DECLARATION OF Lance E. Watson

2 I, Lance E. Watson, state the following:

- 3 1. I am a competent adult and have personal knowledge of the following
4 facts.
- 5 2. I am the Chief Operating Officer of Avansic, Inc. ("Avansic"). I am
6 responsible for day to day operations at Avansic.
- 7 3. I received my masters in computer science from the University of Tulsa
8 ("TU") in 2003
- 9 4. Since 2003, I have specialized in the fields of information assurance,
10 computer security, and digital forensics.
- 11 5. I have also published papers, and journal articles in the areas of
12 information assurance, digital forensics, and telecommunications
13 security.
- 14 6. In addition, I have five National Information Assurance Education and
15 Training Program federal information assurance certifications from the
16 Committee on National Security Systems and the National Security
17 Telecommunications and Information Security System Instruction.
- 18 7. Avansic provides e-discovery and digital forensics services to the business
19 and legal communities by investigating and retrieving information from
20 computer hard drives and other digital devices.
- 21 8. My CV is attached as Exhibit A.

22 BACKGROUND

- 23 9. Avansic was engaged by Blake Sonne of Whitten Burrage to evaluate the
24 nature and style of document production in the State Farm Hursh
25 matter.
- 26 10. I was provided with a sample of documents produced by State Farm
27 by counsel and found issues that impede counsel from being able to
28

EXHIBIT

8

1 evaluate the documents to determine authorship, distribution and
2 veracity.

3 PRODUCTION STANDARD

4 11. The produced documents I have reviewed are low resolution PDF
5 version of what appears to be native emails. They appear to be produced
6 in family order with attachments following the produced email.

7 12. Counsel has advised me that no metadata has been provided for
8 this matter. The inclusion of a load file containing metadata about
9 produced PDF files is the industry norm.

10 13. Production as a PDF in this manner "flattens" the document,
11 removing underlying metadata that accompanies the native version of
12 the file. This metadata is key to understanding who authored the email,
13 who received the email, timing of sending the email and additional
14 metadata from any attachments to the message.

15 14. Further, production in this manner prevents verification of
16 parent-child relationships between email and attachments. A verification
17 that can only be fully accomplished through investigation of the native
18 email file.

19 ISSUES WITH EVALUATION OF PRODUCED EMAILS

20 15. In this matter there are several issues with evaluation of the
21 produced emails, including verification of the parent-child relationship of
22 attachments, verification of email chains and verification of calendar
23 meeting events. Below I address the resolution for each of these.

24 VERIFICATION OF PARENT-CHILD RELATIONSHIP

25 16. When a production is made by flattening a PDF the accepted
26 method of production is to produce the parent email, followed by the child
27 attachments, supported with metadata provided in a load file for both the
28 parent and child emails.

1 17. The names of attachments are contained in the text of the flattened
2 email document on the "Attachments" line. However, there is no way to
3 verify if the documents produced next in the series are actually these
4 attachments.

5 18. If metadata is produced then some assurance can be made since the
6 file name could be compared to the text of the parent email. For this
7 matter, no metadata was provided so this is not possible.

8 19. Even if metadata is provided, the only way to completely verify that
9 the produced attachment is the same as the document listed in the parent
10 email is to examine the native file version of the email and open the
11 attachment. This allows the comparison of the produced attachment to
12 the actually sent attachment to determine if their contents are the same.

13 20. For this reason, in cases where the attachment veracity is in
14 question, native email files should be produced.

15 PRODUCTION OF EMAIL CHAINS

16 21. For strictly review purposes the review of the latest email in a chain
17 is an efficient method to reduce the number of documents for review.
18 However, for production purposes, all members of the email chain should
19 be produced so that verification of the emails purported to be in the chain
20 can be accomplished. If only the latest email in a chain is produced, it is
21 at least missing header metadata information and would be missing
22 attachment information for any previous emails in the chain.

23 22. Indeed, attachment information is only included when an email
24 chain is forwarded and not when it is replied to. In a reply email there is
25 no indication that an attachment was included in prior emails unless
26 discussed in the body of the email.

27 23. An email is comprised of two primary parts, the header and the
28 body. An email header contains formatted data that can be extracted to

1 determine metadata regarding the email, including To, From, CC, BCC,
2 Subject, Time Sent, Date Sent and routing information. An email body is
3 the text that comprises the content of the email. This is, indeed, simply
4 text and can be edited with no restriction.

5 24. When a reply is made to an email, the text of the prior email,
6 including a text-only summary version of the header is pasted into the
7 body of the email. This text can be freely edited to reflect any arbitrary
8 content. For instance, the text-only version of the included header could
9 be modified to include or exclude email senders or receivers, or the body
10 text of the original email could be changed to include, exclude or change
11 parts of the email.

12 25. As an example, editing the contents of an email to include inline
13 comments would be an example of editing body text.

14 26. For this reason, the only way to evaluate the veracity of the
15 included emails in the chain is to produce every email in the chain as it
16 is was originally sent/received and provide metadata or a native version
17 of the email. This allows senders, receivers and content of the top-level
18 email to be verified.

19 27. This is true whether the email in question is in a parent or has been
20 attached as a native file (i.e. .msg).

21 PRODUCTION OF CALENDAR EVENTS

22 28. Calendar events as part of establishing an online meeting provide
23 an incomplete view of the event. In order to determine the full
24 information regarding the meeting, logging from the application used
25 from the meeting must be obtained.

26 29. Logs from these applications can be used to determine not only who
27 was invited to meetings, but information such as who actually attended,
28 documents that were attached to the meeting request, changes to timing

1 or invitee list and might include information such as recordings or
2 transcripts.

3 30. Counsel has advised me that no logging of this nature has been
4 provided at this time.

5 31. I affirm under penalties of perjury that the foregoing statements
6 are true.

7

8 Date: September 30, 2026

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Lance Watson

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EXHIBIT A

LANCE WATSON

15 E. 5TH ST SUITE 1800 • TULSA, OKLAHOMA 74103
PHONE (918) 856-5337 • E-MAIL LANCE.WATSON@AVANSIC.COM

EDUCATION AND CERTIFICATIONS

M.S. in Computer Science, University of Tulsa, Oklahoma, 2003

B.S. in Computer Science, University of Tulsa, Oklahoma, 1997

Federal Information Security Certifications:

Committee on Nation Security Systems Certificates. NSTISSI No. 4011: Information Systems Security Professional, 4012: Designated Approving Authority, 4013: Administration in Information Systems Security, 4014: Information Systems Security Officer and 4015: Systems Certifier.

AREAS OF SPECIALIZATION

Digital forensics, electronic discovery, software development, information assurance, telecommunications, voicemail systems, prepaid cellular systems, Signaling System 7, cyber law.

PROFESSIONAL EXPERIENCE

- | | | |
|----------------|---|-----------------|
| 2004 - Present | Avansic, Inc. (Digital Forensics Professionals) | Tulsa, Oklahoma |
|----------------|---|-----------------|
- Vice President and Chief Operating Officer*
- Assist project managers with their primary responsibilities.
Assists with budgeting, project scope, preservation and collections.
Assists with training project managers.
 - Directs the research efforts
Works with the Manager of R&D to plan, execute and evaluate all research projects
Works with the Manager of R&D for the summer intern program
 - Directs the development cycle for the laboratory and other corporate information systems
 - Assists with special projects and complex collection/processing events
Interface with the Collection and Lab teams to complete necessary case goals for special projects.
Analyze lab output to determine if it meets case criteria.
 - Established and incorporated Avansic, Inc. (Digital Forensics Professionals) in 2004
Predicated in hiring all staff including forensics examiners, evidence custodians, sales, marketing, management, and technical writers.
Established secure forensics laboratory space with state of the art forensics workstations, secure evidence storage, and advanced access control systems.
 - Continuing Legal Education (CLE)
Created, presented, and moderated over six hours of CLE curriculum on Digital Evidence Preservation, Production, Redaction, and Ethics. Topics include: Forensics and E-Discovery: An Overview, Introduction to ESI: Defining, Preserving, and Collecting, Processing ESI, Digital Redaction and Clawback Procedures, ESI Ethics and Considerations. Presented at multiple seminars, bar associations, meetings and conferences.
-
- | | | |
|-------------|-----------------------------------|-----------------|
| 1997 - 2004 | Boston Communications Group, Inc. | Tulsa, Oklahoma |
|-------------|-----------------------------------|-----------------|
- Manager of Technical Services and Software Developer*
- Develop and support domestic voicemail systems and international prepaid cellular systems
 - Oversee the customer support group which provided remote trouble shooting and onsite repair of telecommunications systems
 - Responsible for the hiring and termination of employees in customer support and manufacturing

BOOK CHAPTERS

- [1] A. Barclay, L. Watson, D. Greer, J. Hale, G. Manes, "Tokens for Use in Redacting Digital Information from Electronic Devices," *Advances in Digital Forensics III*, P. Craiger, S. Shenoï (Eds.), Springer, Norwell, MA, 2007.

PAPERS AND PROCEEDINGS

- [2] G. Manes, E. Downing, L. Watson, "A Digital Forensics Primer," International Joint Conferences on Computer, Information, and Systems Sciences, and Engineering (CISSE 08), December 9, 2008.
- [3] G. Manes, L. Watson, E. Downing, A. Barclay, D. Greer, J. Hale, "A Framework for Redacting Digital Information from Electronic Devices," Proceedings of the 8th Annual IEEE SMC Information Assurance Workshop, West Point, New York, June 20-22, 2007.
- [4] G. Manes, E. Downing, L. Watson, C. Thrutchley, "New Federal Rules And Digital Evidence," *Proceedings of the ADFSL 2007 Conference on Digital Forensics, Security and Law*, Arlington, Virginia, April 18-20, 2007.
- [5] G. Manes, L. Watson, A. Barclay, D. Greer, J. Hale, "Towards Redaction of Digital Information from Electronic Devices," *Proceedings of the ADFSL 2007 Conference on Digital Forensics, Security and Law*, Arlington, Virginia, April 18-20, 2007.
- [6] "Wireless Internet and Wireless Content Provider Liability," Prepared for Oklahoma House of Representatives, January 2005.

PATENTS

- [7] G. Manes, L. Watson, J. Hale, "CryptoStore (Near Real-Time Encryption)," Patent Pending.
- [8] G. Manes, L. Watson, J. Hale, D. Greer, A. Barclay, "Redaction Of Digital Information From An Electronic Device," Patent Pending.

INVITED TALKS

- [1] "Litigation Holds – What IT Departments Need to Know," Tulsa TechFest 2016, Tulsa OK, August 5th, 2016.
- [2] "Digital Forensics and E-Discovery: an Overview," Comanche County Bar Association, Lawton, OK, April 15, 2009.
- [3] "Digital Forensics," Society for Human Resource Development, Lawton, OK, July 12, 2006.
- [4] "Cellphone Investigations and Digital Forensics," Oklahoma Electronic Discovery Summit, Midwest City, OK, September 23 2005.

SERVICE

"Five Tips for Keeping Kids Safe Online," a curriculum in combination with a donated brochure and presentation titled "Dangers of the Internet: How safe are your children?" promotes opened communication between adults and youth about the potential dangers of Internet. This curriculum has been delivered in dozens of presentations at schools, parents associations, and community organizations, 2006 – Present.

Hursh v. State Farm, et al; CJ-2025-2626

Plaintiffs' Motion to Compel Re-Production of Electronically Stored Information in the Form
Defendant State Farm Elected, and Brief in Support

EXHIBIT 9

FILED UNDER SEAL

Hursh v. State Farm, et al; CJ-2025-2626

Plaintiffs' Motion to Compel Re-Production of Electronically Stored Information in the Form
Defendant State Farm Elected, and Brief in Support

EXHIBIT 10

FILED UNDER SEAL



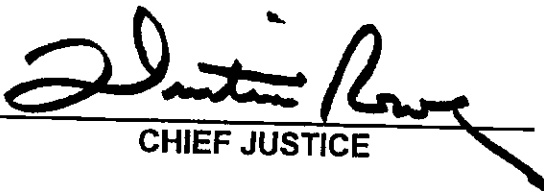
FILED
SUPREME COURT
STATE OF OKLAHOMA

JUN 23 2026

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA
SELDEN JONES
CLERK
TUESDAY, JUNE 23, 2026

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

123,812 State Farm Fire & Casualty Company v. The Honorable Amy Paulumbo;
and Billy Hursh, Lacy Hursh, Moong Sian Wong-Faust, Stephen Faust;
and State of Oklahoma *ex rel.* Attorney General Gentner Drummond,
Real Party 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.


CHIEF JUSTICE

EXHIBIT

11



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Hursh / Faust
Petitioner(s)

Beggye Whitton, Michael Burage, Blake Sonner, Hannah Whitton
Attorney(s) for Petitioner

--vs.

Case No. CJ-2025-2626

State Farm, et al.
Respondent(s)

Lana Leffel, David Becker
Attorney(s) for Respondent

COURT MINUTE

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

Date: 7-7-2026

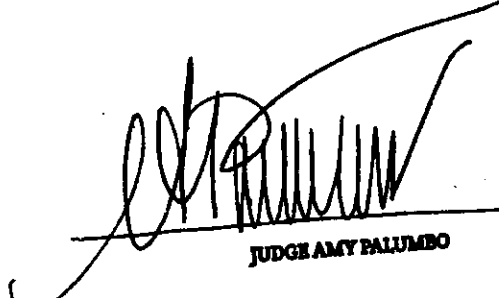
Judge Palumbo JUL 07 2026

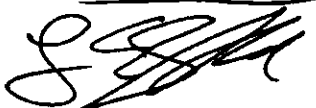
Hearing On: Plaintiffs' 2nd Motion to Compel, SP's App. to File Unredacted
Ruling By Court: RICK WARREN
COURT CLERK

78

Plaintiffs' second motion to Compel is granted.

Pursuant to the first motion to Compel, the court expects production reflects as provided in the ordinary course of business. State Farm's motion to file unredacted response is denied.


JUDGE AMY PALUMBO

State Farm
 OBA 19511
Lance E. Loffel

Plaintiffs
 OBA #20341
Blake Sonner

EXHIBIT

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**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

BILLY & LACY HURSH,

Plaintiffs,

v.

STATE FARM FIRE & CASUALTY
COMPANY; MARK D. WELTY; and MARK D.
WELTY INSURANCE AGENCY, INC.,

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
RESPONSE TO PLAINTIFFS' MOTION TO COMPEL**

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*Attorneys for State Farm Fire
and Casualty Company*

EXHIBIT

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This is a single homeowners' case involving an approximately \$22,000.00 dispute over damages to a *single* Oklahoma property, yet Plaintiffs seek years-worth of information under dozens of broad, sweeping requests without any connection to the facts of this case—far exceeding the bounds of permissible discovery. Plaintiffs' Motion fails to articulate why or how the discovery they seek to compel relates to State Farm's purported wrongdoings or their alleged damages, relying instead on conclusory assertions and a generic "pattern and practice" theory based on misstatements and false assumptions—all in an attempt to justify far-reaching inquiries into State Farm's business operations (or purported operations) as well as other insureds and losses. Mot. at 4. But "the mere fact that a plaintiff offers a 'broad theory of the case' does not automatically justify equally broad discovery, 'unless the discovery is relevant to the plaintiff's actual claims or defenses.'" *Ross v. Univ. of Tulsa*, No. 14-CV-484 -TCK-PJC, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015).¹

Plaintiffs are certainly entitled to dispute State Farm's claim decisions and to undertake discovery to attempt to prove State Farm's decision was wrong and even in bad faith (State Farm denies both). But that does not open the door to unlimited discovery to fish for documents just to twist them to a nefarious purpose that has nothing to do with Plaintiffs' claims at all. Tellingly, Plaintiffs fail to cite any claim-specific documents or depositions that would justify their demands for excessively burdensome discovery. Nor could they -- because they have not taken a single deposition of anyone involved in the claim. Plaintiffs also fail to tie their requested discovery to State Farm's evaluation of their claims. Indeed, the discovery sought is not about Plaintiffs, it is

¹ *Willis v. Progressive Direct Ins. Co.*, No. CV-22-349-SLP, 2023 WL 4711080, at *2 (W.D. Okla. July 24, 2023) (denying discovery into other insureds on relevance and proportionality grounds because "the importance of *other insured's* claim letters in resolving the issues in *Plaintiff's* case is low."). Federal cases interpreting the Federal Rules are persuasive authority because the Oklahoma Discovery Code was adopted from those rules. See *Meritor, Inc. v. State ex rel. Bd. of Regents of Univ. of Oklahoma*, 2019 OK CIV APP 64, 451 P.3d 914. Thus, Oklahoma courts look to "the federal rules when construing similar language in the Oklahoma Discovery Code." *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999.

about exploiting discovery to harass State Farm and pressure it into incurring substantial attorneys' fees or settling for an exorbitant amount. The Court should deny the Motion.

I. BACKGROUND

A. Factual Background

This lawsuit involves a straightforward dispute between State Farm and Plaintiffs regarding the scope of alleged damages their home sustained after storms that reportedly occurred on October 4, 2023 and May 21, 2024. After Plaintiffs reported their losses, State Farm promptly and properly investigated each claim and, applying the terms, conditions, and exclusions of Plaintiffs' full replacement cost insurance policy (the "Policy"), denied both claims. For both claims pertaining to the October 2023 event and the May 2024 event, State Farm found that the cost of damage was below the Policy deductible. Plaintiffs' contractor disagreed with State Farm and claimed that a full roof replacement was necessary (Pet. at ¶ 40(j)), and the alleged cost for the full roof replacement was \$22,000.00. Pet. at ¶ 40(j), (m).

Plaintiffs filed this lawsuit against State Farm and agent Mark D. Welty and Mark D. Welty Insurance Agency (collectively "Welty"), bringing claims against State Farm for breach of contract and the duty of good faith and fair dealing; claims against Welty for negligent procurement of insurance; and claims against both Defendants for constructive fraud and negligent misrepresentation. Petition, ¶¶ 45-79. Plaintiffs allege that State Farm inadequately inspected their property after the October 4, 2023 event and "refused to acknowledge the comprehensive damage to the entire Insured Property, including the need for a full roof replacement." *Id.* ¶ 40(e). Plaintiffs further allege that State Farm's damage estimates relating to the May 21, 2024 storm "were inadequate, shoddy, and significantly lower than that of the reputable roofers and contractors to inspect the Property." *Id.* ¶ 40(n).

The Petition also identifies a laundry list of alleged “duties” Welty purportedly breached, ranging from procuring and renewing “illusory coverage” that “deviates” from Plaintiffs requested coverage; failing to inspect or “disclose pre-existing damage to the Insured Property”; misrepresenting that Plaintiffs were eligible for “full replacement coverage”; and failing to “disclose all material facts” of a purported “scheme” by State Farm to lower indemnity payments. *Id.* ¶ 63; 73. Plaintiffs, however, concede that State Farm *did* issue a full replacement Policy, the “four corners” of which provide the coverage they requested. *Id.* ¶27 (“Agent marketed, sold, procured, and bound coverage . . . without limitation”); ¶29 n.8 (“[T]he Petition alleges conduct on [Defendants’] part[s] . . . that does not square with the four corners of State Farm’s policy.”).

As a backdrop to these specific allegations against Defendants, Plaintiffs allege that State Farm and its agents are engaged in a purported, enterprise-wide “scheme” to deny claims, particularly full roof replacements, through *inter alia*, various claims handling “tactics” wherein State Farm “misattributes” damage to non-covered losses, and fails to disclose this “scheme” at policy inception or renewal. *See, generally, id.*

B. Procedural Background

Plaintiffs have propounded dozens of discovery requests, totaling 44 requests for production (“RFPs”), 30 interrogatories (“Rogs”), and 30 requests for admission, and have issued a notice seeking the deposition testimony of a State Farm corporate representative on 30 topics with collectively 101 subparts—many of which have no connection to the merits of this case. To date, State Farm has produced 874 pages of documents relating to Plaintiffs’ claims, including Plaintiffs’ insurance policy and claim file, and is preparing for a supplemental production upon the entry of a Protective Order, including 3-years-worth of financial information, relevant claim-handling guidelines and underwriting information, and performance evaluation information (i.e.,

employee shields) regarding the State Farm claims handlers who were substantively involved in Plaintiffs' claims.

On September 22, 2025, State Farm served Plaintiffs with its Responses to Plaintiffs' First Set of Discovery Requests ("Discovery Responses"), objecting to Plaintiffs' requests for, among other things, information with no logical connection to the facts, claims, or issues in this case. (Ex. 1). The parties have been unable to reach any agreements with respect to the discovery requests. Plaintiffs have also refused to agree to a suitable protective order.

II. ARGUMENTS 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, 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 is not simply assumed: "[w]hen the request is overly broad, or relevance is not clear, the party seeking the discovery has the burden to show the relevance of the request." *Stainsby v. Okla. ex rel. Okla. Health Care Auth.*, No. CIV-21-1073-D, 2022 WL 1748263, *1 (W.D. Okla. May 31, 2022); *see also Chrisman v. Bd. of Cnty. Comm'rs of Okla. Cnty.*, No. CIV-17-1309-D, 2020 WL 7033965, at *4 (W.D. Okla. Nov. 30, 2020) ("Plaintiff, as the party seeking the discovery, has the burden of demonstrating relevance here because relevance 'is not readily apparent.'"). 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, 2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021); *see also Ross*, WL 13622518, at *1. As the Oklahoma Court of Civil Appeals has recognized, insurance cases should be handled according to their circumstances. *See City Nat. Bank & Tr. Co. v. Jackson Nat.*

Life Ins., 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463, 468 (“[B]efore . . . bad faith may be submitted to the jury, the Trial Court must first determine, under the facts of the particular case . . . whether [the] insurer’s conduct may be reasonably perceived as tortious.”).

Proportionality is just as critical as relevance for establishing discoverability. The Oklahoma Discovery Code, like the Federal Rules of Civil Procedure from which it is derived, 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). In fact, “the proper scope of discovery is that which is both relevant to the claims or defenses and proportional to the needs of the case, considering 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).² The Oklahoma Supreme Court recently made clear that a trial court *must* specifically consider the proportionality of discovery requests as set forth in 12 O.S. § 3226(B)(2)(c) before it may compel the production of documents. *See Order, Werner Enterprises, Inc. v. Kirkland*, No. 122,385 (Okla. Sept. 24, 2024) (“Respondent, or any other assigned judge, or a special master appointed by the district court shall review the discovery requests at issue and consider the proportionality facts stated in 12 O.S. Section 3226 (B)(2)(c) along with all other statutory requirements before ruling on the discovery disputes.”).³

Here, the Petition makes clear that Plaintiffs are complaining about Defendants’ purported conduct in connection with Plaintiffs’ Policy and claims—i.e., the terms and application of the

² These factors include: (1) the importance of the issues at stake in the action; (2) the amount in controversy; (3) the parties’ relative access to relevant information; (4) the parties’ resources; (5) the importance of the discovery in resolving the issues; and (6) whether the burden or expense of the proposed discovery outweighs its likely benefit. *See* 12 O.S. § 3226(B)(1)(a).

³ Contrary to Plaintiffs’ claim, *Werner* is directly applicable here and State Farm is not using *Werner* as a “blanket pass to decline to participate meaningfully in discovery” or to avoid production of even the claim file in this case. (Motion, p. 22-23) In fact, State Farm’s discovery responses (Ex. 2) and the discovery referenced in this response clearly demonstrate that State Farm has agreed to produce the claim file related to Plaintiffs’ claim, along with other information and documents that are relevant and proportional to Plaintiffs’ claim.

Policy (which Plaintiffs had a duty to read) and what Defendants said (or did not say) to Plaintiffs.⁴ *None* of the disputed discovery requests shed any light on these issues. Instead, Plaintiffs seek discovery relating to “institutional” issues with no apparent connection to the claims in this case.⁵ Further, the discovery requests define the “Relevant Time Period” as “January 1, 2010 to present,” but never use this term anywhere else in the requests (Ex. 1)—meaning Plaintiffs are seeking information and documents either for a 15-year *or* an unlimited time period. While Plaintiffs may argue the requested discovery relates to the enterprise-wide “scheme” alleged in the Petition, such far-reaching allegations—which Plaintiffs’ counsel has copied in identical fashion in numerous cases—do not justify equally broad discovery here absent a logical, coherent showing that a purported scheme had an impact on these claims. Plaintiffs have not made such a showing.

B. Claims Training Requests (Rogs 5, 18, and 19; RFPs 6, 30, and 42)

While Plaintiffs concede that they seek “the training that State Farm provides its claims handling personnel who handled the Claim,” Mot. at 8, they demand broad categories of temporally, geographically, and topically overbroad training materials that have no relevance to the handling of Plaintiffs’ claims. Specifically, Plaintiffs seek resources used to train claims handlers **nationwide** on wind and hailstorm claims; and policies for training adjusters **nationwide** on “functional damage” definitions for roof claims and related coverage limits—all for either at least **15 years** or an unlimited period of time, as well as Wind/Hail Claims Guidelines from January 1, 2019 to present (the “Claims Training Requests”).⁶

⁴ See, e.g., *Thurston v. State Farm Mut. Auto. Ins. Co.*, 2020 OK 105, ¶ 22, 478 P.3d 415, 421 (Refusing to waive insured’s duty to read his insurance policy, rejecting insured’s argument to apply instead his “reasonable expectations” of what the policy covered); *Estrada v. Kriz*, 2015 OK CIV APP 19, ¶ 15, 345 P.3d 403, 408 (stating that “an averment of fraud only exists where there is some ‘false suggestion or suppression of the truth’ . . .”).

⁵ State Farm also objects to the requests to the extent they seek confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or protected by the attorney client or other legal privileges.

⁶ Plaintiffs also seek discovery regarding the “Art of the Conversation,” but their Motion does not even address what they believe this term refers to or how it is relevant.

State Farm has agreed to produce the relevant portions of its claims handling procedures, specifically the Estimatics and Claim Handling Practices (“ECHP”), that were utilized in adjusting Plaintiffs’ claims arising from the weather events on the dates of losses at issue. State Farm also agrees to produce training transcripts for the individuals involved in the handling of Plaintiffs’ claims, as well as the corresponding and relevant training materials from those transcripts.⁷ This scope of production is more than enough for Plaintiffs to fulfill their purported objective: assess how “State Farm [trains] its claims handling personnel who handled the Claim” insofar as it is related to the handling of Plaintiffs’ individual insurance claims. *Id.* at 13-14. Plaintiffs have not articulated why additional, unrelated, and inapplicable training materials are relevant or proportional, as is their burden. *See Stainsby*, 2022 WL 1748263, *1.

Indeed, it strains credulity how *all* training State Farm provides to its adjusters nationwide for at least 15 years—even if limited to wind/hail claims—has any relation to the alleged harm they suffered in this case. *See Young v. State Farm Fire & Cas. Ins. Co.*, No. CIV-24-1064-R, 2025 WL 837028, at *2 (W.D. Okla. Mar. 17, 2025) (“Plaintiff’s discovery request is too broad in that it appears to seek training materials, guidelines, and procedures that relate in any way to the handling of Plaintiff’s claim, rather than the specific topics that are pertinent to the issues in this case.”) Training materials that were either obsolete at the time of Plaintiffs’ alleged loss or were not part of the relevant claims handlers’ training, are neither relevant nor proportional, and it is Plaintiffs’ burden to demonstrate that they are. *See Stainsby*, 2022 WL 1748263, *1.

C. Agency Training Requests (Rog 10; RFPs 6, 30, and 42)

Plaintiffs’ Motion is devoid of any argument justifying discovery into the training of State

⁷ State Farm’s production of the relevant training materials is subject to entry of an approved protective order. Moreover, as addressed further in Section II-E, State Farm is also willing to produce the Wind/Hail Guidelines the FME prepared in 2020 and 2021, despite their lack of relevance to this case. Moreover, with respect to Haag training materials, see Section II-D.

Farm's independent contractor Agents (the "Agency Training Requests"). In fact, the Motion contains no argument *at all* regarding the Agency Training Requests. Rather, Plaintiffs group these requests *by number only* in the section relating to *adjuster* training in an apparent attempt to try to convince the Court to broadly grant a group of disparate requests together. But Plaintiffs' concession that they seek discovery regarding how "State Farm [trains] its *claims handling* personnel who handled the Claim" cuts directly against the relevance of their requests for discovery into (1) training provided to State Farm's "captive agents" regarding the *sale and procurement* of insurance policies; (2) underwriting guidelines, binding rules, contractual agreements, and training materials related to *selling and issuing* the Policy; (3) purported duties of agents to "keep abreast of the condition of properties" and/or *monitor and reduce risks to insured properties*; and (4) purported discussions with Agency Leadership regarding "wind/hail topics." (Rog. Nos. 10, 30; RFPs Nos. 5, 35, and 40). Here, the crux of Plaintiffs' claims does not relate to the underwriting, sale, marketing, or binding of the Policy, or any inspection or assessment of the Plaintiffs' property in connection with the Policy inception or renewal. The Petition makes clear it is not the Policy or any of its terms about which Plaintiffs complain; instead, Plaintiffs complain of State Farm's *claim decisions*, over which Welty had no control. The *only* discovery relevant to Plaintiffs' claims are (1) what Welty specifically said to Plaintiffs about the Policy; and (2) whether any such representations, as reflected by the terms of the Policy, are true. Indeed, Plaintiffs *concede* the "four corners" of the Policy was a full replacement cost policy, with the crux of their claims being that State Farm made the wrong claim decisions under the Policy—which *no agent* has control over. And Oklahoma law recognizes a claim for negligent procurement only if "*by the agent's fault, insurance is not procured as promised and the insured suffers a loss*" as a result. *Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, ¶ 13, 979 P.2d 266, 269 (emphasis added).

Moreover, Plaintiffs' requests relating to purported wind/hail training of agents and discussions with "Agency Leadership" regarding wind/hail topics are irrelevant because, beyond sometimes taking in the initial report of a claim and communicating such to State Farm, *agents have no role in claim handling*. Nor does Plaintiffs' Petition allege that Welty was involved in any aspect of the claim handling at issue. And, the Agency Training Requests regarding underwriting/sale/binding of the Policy cannot be relevant, as there is no *real* dispute over whether the Policy issued or provided sufficient coverage for full replacement of the Plaintiffs' house—especially not the roof which is the claim Plaintiffs make. Petition, ¶¶ 27, 29; *Miller v. Farmers Ins. Grp.*, No. CIV-10-466-F, 2012 WL 8017244, at *14 (W.D. Okla. Mar. 22, 2012) ("[T]he Oklahoma Supreme Court has concluded that 'the conduct of the insurer and the agent in selling and issuing the policy cannot give rise to the tort of bad faith breach of an insurance contract.'")⁸

D. Haag Requests (Rogs 15-17; RFPs 8-12, 31, and 34)

Plaintiffs have a laundry list of requests relating to State Farm's relationship and utilization of global engineering and consulting company Haag, and its subsidiaries, including State Farm's: (a) relationship with Haag, including any indemnity agreements; (b) communications with and payments to Haag from 2012 onward; (c) a moratorium on using Haag after unrelated verdicts from 1997 and 2006; (d) internal investigations into Haag's potential bias following unrelated cases and events from over two decades ago; and (e) use of Haag training, including Haag's Hail and Wind Assessment Video Series (the "Haag Requests"). The Haag Requests are irrelevant and

⁸ Additionally, "binding" authority "refers[s] to the insurance industry concept of an insurance agent's ability to temporarily 'bind' coverage, which occurs prior to the insurer's issuance of a policy." *Peerless Ins. Co. v. M.A.S.S. Servs.*, No. 806- CV-250T-27TGW, 2007 WL 2916386, at *7 n.11 (M.D. Fla. Oct. 5, 2007). Even if binding were at issue here—which it is not—an agent's act of "binding" a policy could only serve as a representation to *State Farm*—not the insured—that based on the information gathered from the insured, the property is *worthy of consideration* for coverage. "Binding authority" does not mean the agent had any authority to "bind" (require) State Farm to issue a policy or carry it out in a particular way. Thus, nothing about "binding" bears on the merits of Plaintiffs' negligent procurement or fraud claims against Welty, which rest on allegations of misrepresentations to *Plaintiffs* (not State Farm) about the *Policy's* (not the binder's) coverage.

disproportionate to the needs of this case because State Farm did not use Haag's engineering services—or any engineering services for that matter—to assess Plaintiffs' claim. Moreover, with limited exceptions, State Farm has not used Haag to assess policyholder claims since 2006. Rather, State Farm only uses Haag training materials (which have nothing to do with Haag's engineering services).⁹ Thus, Plaintiffs' broadly written requests regarding State Farm's utilization of Haag are a fishing expedition for information they know does not further the resolution of the merits of their claims. *See In re Hanover Lloyds Ins. Co.*, No. 05-17-00608-CV, 2018 WL 1127436, at *3 (Tex. App. Mar. 2, 2018) (Finding inquiry into Hanover's use of Haag engineering reports on claims of unrelated third parties was not relevant to the issues in the case and rejecting plaintiff's claim that Hanover's overarching relationship and use of Haag training, investigation, and reports was relevant to the merits of the denial of plaintiff's claim). In any event, while Plaintiffs are trying to distort State Farm's use of Haag *training* materials into some sort of nefarious scheme to defraud insureds based solely on a moratorium imposed nearly 20 years ago on *engineering* services, they have provided no evidence of such intent. Details regarding State Farm's relationship with Haag, its use of Haag training, or any reviews of Haag's objectivity are irrelevant to any fact at issue.

E. Fire Model Enhancement Requests (Rogs 6, 7, 9, 13, 28, and 29; RFPs 14, 15, 21-24, 27, 29, 33, 35-39, and 43)

Numerous requests at issue concern the Fire Model Enhancement (“FME”)—an effort State Farm first undertook in 2020 to improve the accuracy and quality of claim handling, one that is neither sinister nor surprising but part of corporate responsibility (the “FME Requests”). As part of the FME, State Farm identified potential ways to improve consistency in handling wind/hail claims and to address both overpayment and underpayment of claims, including by improving file

⁹ State Farm has already informed Plaintiffs' counsel of Haag's position that these videos constitute Haag's intellectual property. Absent a protective order and notice to Haag, State Farm does not have the authority to produce Haag's proprietary materials in litigation.

documentation, conducting additional training, and increasing management involvement.¹⁰ The FME prepared guidelines in 2020 and 2021 (the “Wind/Hail Guidelines”), which State Farm incorporated into Operation Guide (“OG”) 75-160 by February 2022, more than one-and-a-half-years before Plaintiffs’ purported dates of losses. Upon the entry of an approved protective order, State Farm is willing to produce the versions of OG 75-160 and relevant claim handling guidelines that were in place as of Plaintiffs’ dates of losses. While not in effect on the dates of losses, State Farm is also willing to produce the Wind/Hail Guidelines for the years 2020 and 2021.

Plaintiffs’ additional FME-related requests amount to nothing more than a fishing expedition into matters for which they have failed to articulate a connection to the purported conduct that led to the claims decision they challenge. Specifically, they seek years’ worth of information about FME and wind/hail-related initiatives and teams, employees and third parties involved in the FME, nationwide information dissemination, and descriptions of the creation, implementation, and analyses of these initiatives in Texas, Oklahoma, and nationwide, as well as purported tracking of metrics such as roof replacement ratios and approval percentages, indemnity savings, and payment volumes for wind/hail claims. Plaintiffs also seek communications of employees not even involved in the handling of their claims.¹¹

The FME Requests lack any coherent or logical connection to the merits of this lawsuit. As a threshold matter, Plaintiffs’ characterization of the FME is replete with incorrect assumptions, misstatements, and a conflation with issues. Contrary to Plaintiffs’ contentions, State Farm handles each claim on its own merits and never attempts to arbitrarily reduce total roof replacements or indemnity payments to meet industry standards; and State Farm rejects any suggestion that it is

¹⁰ In particular, claim file data indicated that State Farm may have been replacing roofs where significant damage was not expected, primarily due to the small hail and light wind events associated with the date of loss.

¹¹ Specifically, Plaintiffs seek documents and communications of Nicole Manduca, Tom Moss, Susan Maynard, and Sharon Arnold—none of whom were involved in any way in the handling or adjustment of Plaintiffs’ claim.

undertaking *any* “illegal analysis” that results in a “uniform” approach to evaluating wind/hail claims. Mot. at 5. Rather, State Farm always adjusts claims pursuant to its Commitment to Policyholders, including by diligently and objectively investigating the facts and circumstances of each claim, dealing fairly with policyholders, and paying amounts owed under each policy.

At the core of their allegations, Plaintiffs take issue with State Farm’s *claims decision* with respect to alleged roof damage at a single property. Pet., ¶ 40(c)–(l). Sweeping requests for information regarding the FME’s implementation, tracking of metrics relating to total roof replacements, internal communications relating to the development of the FME, and managerial review of total roof replacement recommendations,¹² have no bearing on these issues absent a logical, coherent articulation of how the FME impacted the specific claim handling decisions that led to their purported harm in this case. To date, Plaintiffs have not articulated any such connection. The claims here involve a dispute as to whether and to what extent a part of Plaintiffs’ house was damaged, and nothing in Plaintiffs’ Petition—or any correspondence or statements to date—explains how the FME discovery they seek is probative of the reasonableness of State Farm’s claim handling and decision under the facts of this case, or whether Plaintiffs’ property, and which parts, were in fact damaged by wind and/or hail. Further, to the extent the FME Requests seek information regarding claims of other insureds, arising under different facts, circumstances, policies, and dates; relating to insureds who have not placed their claims or the personal sensitive information pertaining to their claims at issue in this litigation; and involving information about individuals other than the claims personnel who adjusted the Plaintiffs claim, such requests are overly broad and irrelevant. *See City Nat. Bank*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463.

Discovery on the FME Requests should be denied because they are not relevant or

¹² Indeed, this is not a case where an adjuster recommended or proposed an estimate for totaling a roof—or contemplated doing so—and the estimate was thus never subject to mandatory managerial review.

proportional to the needs of the case. Responding to these requests would require State Farm to search for documents nationwide across the enterprise from 2010 or 2019 (depending on the request)—predating the dates of losses by 4 to 13 years—and is unduly burdensome. Moreover, the personnel involved in handling Plaintiffs’ claims—including JR Phillips, Mark Wood, and Conrad Feller—were not involved in the FME.

F. Manager Approval (Rogs 21, 28, and 29; RFPs 22, 25, 26, 36(vi), 38(vi), and 43(vi))

Plaintiffs do not explain why the discovery they seek regarding the requirement for managerial approval of total roof replacements in certain circumstances, or the tracking or cost-benefit analysis of full roof replacement approval percentages, is relevant. Rather, their Motion lists these requests next to a myriad of others on varying and different topics, without any argument or articulation regarding their relevance to the merits of this case. As a threshold matter, Plaintiffs falsely assert that “State Farm implemented a policy that claims adjusters could not issue a full roof replacement without Team Manager approval,” when their counsel is well aware that OG 75-160—the authoritative rule—requires managerial approval for total roof replacements *only in a certain subset of claims*—i.e., when a claim involves low intensity weather events with conditions of hail less than one inch in diameter and wind speeds below 50 mph. Plaintiffs also do not, because they cannot, explain *how* any managerial review requirement impacted the adjustment of their specific claims. No claims handler ever found or recommended that a total roof replacement was warranted. Plaintiffs point to nothing in the already-produced Claim File indicating that totaling Plaintiffs’ roof was contemplated or subject to management approval.¹³ As such, *even if* these documents could be relevant to issues in another claim that is the basis for another lawsuit,

¹³ As shown in the claim file, it is routine and expected for Team Managers to review files and provide guidance to Claim Specialists. This is a standard managerial responsibility and suggesting it is nefarious is unwarranted.