

**DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

FILED
DISTRICT COURT
OKLAHOMA COUNTY, OKLAHOMA

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

October 2, 2026 4:39 PM

RICK WARREN, COURT CLERK

Case Number CJ-2025-2626

Case No. CJ-2025-2626

Honorable Amy Palumbo

**PLAINTIFFS' REPLY IN SUPPORT OF THEIR MOTION TO COMPEL,
NOTICE OF NONPARTY ACCENTURE LLP'S
COLLATERAL PROCEEDING IN ILLINOIS, AND
REQUEST FOR IMMEDIATE RULING ON MOTION TO COMPEL
UNDER RULE 4(H)**

TABLE OF EXHIBITS

Exhibit	Description
1	Petition of Nonparty Accenture LLP for Protective Order Quashing or Limiting Subpoena Duces Tecum, <i>Accenture LLP v. Hursh</i> , No. 2026-L-011400 (Cir. Ct. Cook Cnty., Ill., filed Sept. 23, 2026)
2	Notice of Motion and Certificate of Service, No. 2026-L-011400 (filed Sept. 23, 2026)
3	Subpoena Duces Tecum to Accenture LLP (July 2, 2026) and Affidavit of Service (July 3, 2026)
4	Non-Party Accenture LLP's Objections and Responses to Plaintiffs' Subpoena Duces Tecum (July 17, 2026)
5	Nonparty Petitioner Accenture LLP's Memorandum in Support of Its Motion to Quash Subpoena and/or for a Protective Order, No. 2026-L-011400 (filed Sept. 23, 2026)

Plaintiffs reply in support of their Motion to Compel Nonparty Accenture LLP's Compliance with Subpoena Duces Tecum ("Motion") and respond to Accenture's opposition ("Resp."). Accenture argues that this Court cannot enforce its own subpoena and, alternatively, that it need not comply because it has few responsive documents, State Farm has the rest, and the search would be burdensome. Neither holds up. Accenture was served with this Court's process at its own Oklahoma City office and objected here under Oklahoma law, and its merits objections rest on no competent evidence. On September 23, 2026, two days before its opposition was due, Accenture also asked the Circuit Court of Cook County, Illinois, to quash this Court's subpoena. *Accenture LLP v. Hursh*, No. 2026-L-011400 (Cir. Ct. Cook Cnty., Ill.) (Exs. 1, 2). The Hurshes have not been served in that proceeding and object to that court's jurisdiction. *See* 735 ILCS 5/2-301. Plaintiffs ask the Court to rule on the Motion now, without a hearing, under Rule 4(h) of the Rules for District Courts, and to confirm that disputes over this Court's subpoena will be resolved here. 12 O.S. Chapter 2, Rule 4(h).

A. The Subpoena Is this Court's Process, Served in Oklahoma, and Accenture Has Already Submitted Its Objections Here.

Plaintiffs' subpoena duces tecum issued from this Court on July 2, 2026, under 12 O.S. § 2004.1. It was served that day at Accenture's Oklahoma City office and calls for production in Oklahoma City. (Ex. 3.) Accenture admits that it is registered to do business in Oklahoma, maintains an office in Oklahoma City, and has a registered agent here, and that it has documents relating to its 2020 State Farm engagement, which it says are not located in Oklahoma. (Ex. 1 ¶¶ 7–8, 17, 20.)

Accenture then chose this Court. On July 17, 2026, through Oklahoma counsel, it served objections "[p]ursuant to the Oklahoma Discovery Code, 12 O.S. § 3226 *et seq.*, and 12 O.S. § 2004.1, and all applicable rules and orders of this Court." (Ex. 4.) Once a nonparty objects,

production may be had only “pursuant to an order of the court by which the subpoena was issued,” 12 O.S. § 2004.1(C)(2)(b), and that court decides whether to quash or modify the subpoena, *id.* § 2004.1(C)(3)(a). That court is this one.

Accenture’s opposition confirms the point. It asks this Court to deny the Motion on the merits and to award Accenture its fees under 12 O.S. § 3237(A)(4) (Resp. at 10–18), and it quotes the rule that production may be had only “pursuant to an order of the court” (*id.* at 6–7). Accenture cannot seek a merits ruling and a fee award here while telling an Illinois court that this Court has no power to decide the same objections.

Nor is this the first time. In *Foster v. State Farm*, after the plaintiffs moved in the District Court of Cleveland County to compel compliance with an Oklahoma deposition subpoena served at Accenture’s Oklahoma City office and on its Oklahoma registered agent, Accenture filed a second Cook County petition to quash that subpoena too. *Accenture LLP v. Foster*, No. 2026-L-011413 (Cir. Ct. Cook Cnty., Ill.); see Resp’ts’ Combined Mot. to Dismiss ¶¶ 4–6, *id.* Yet when the same plaintiffs moved to compel a document subpoena in May, Accenture argued its position in Cleveland County, obtained relief there, and filed nothing in Illinois. *Id.* ¶ 9. Accenture accepts the Oklahoma courts’ authority when they rule in its favor, and disputes it only when they are asked to enforce a subpoena against it.

B. The Illinois Proceeding Is an Attempt to Relitigate this Court’s Subpoena in a Second Forum.

Accenture’s Illinois petition asserts that “[t]he Oklahoma court lacks jurisdiction to enforce a nonparty subpoena on Accenture, an Illinois company.” (Ex. 1 ¶ 12.) That is a question about this Court’s power over its own process. It is for this Court to decide, and Accenture reserved it here. (Ex. 4, General Response ¶ 8.)

It is also wrong, and Accenture's own authorities show why. In *Craft v. Chopra*, the plaintiff mailed an Oklahoma subpoena to a Texas hospital in Texas, and the court held that § 2004.1 "specifically permits service of subpoenas only 'within the state.'" 1995 OK CIV APP 135, ¶¶ 3, 7, 907 P.2d 1109, 1110–11. Accenture's Illinois memorandum asserts that the Texas hospital "had contacts with Oklahoma" (Ex. 5 at 6–7), but *Craft* says no such thing, and Plaintiffs do not rely on contacts. What *Craft* makes decisive is where the subpoena was served. *Lovett v. Wal-Mart Stores, Inc.*, a forum non conveniens case on which Accenture relies (Resp. at 7, 9), repeated *Craft* while noting that § 2004.1 "provides that subpoenas may be served at any place in the state." 2001 OK CIV APP 9, ¶ 12, 18 P.3d 387, 389. The "state line" those cases describe is a limit on where a subpoena may be served, and Plaintiffs' subpoena was served on the Oklahoma side of it. *See* 12 O.S. § 2004.1(A)(2). Nor does the location of Accenture's files matter. A subpoena duces tecum reaches documents in the recipient's "possession, custody or control," *id.* § 2004.1(A)(1)(b), wherever they are kept.

The out-of-state decisions Accenture cites (Ex. 5 at 6–8) do not hold otherwise, and none involved a nonparty served at its own office within the forum State. In *In re National Contract Poultry Growers' Ass'n*, the subpoena was mailed to a nonparty in Louisiana that had no office in Alabama and was not qualified to do business there. 771 So. 2d 466, 466–67 (Ala. 2000). In *Phillips Petroleum Co. v. OKC Ltd. Partnership*, there was "no office or attendant corporate personnel residing in Louisiana on whom might be served a subpoena or subpoena duces tecum." 634 So. 2d 1186, 1188 n.6 (La. 1994). In *Quinn v. Eighth Judicial District Court*, no subpoena had been served in Nevada at all. 134 Nev. 25, 410 P.3d 984, 988 n.5 (2018). And *Deppa v. Abbott Laboratories, Inc.*, a forum non conveniens case, observes only that Illinois courts have "no

compulsory process to secure the attendance of unwilling third-party witnesses outside Illinois” at an Illinois trial. 2025 IL App (1st) 241795, ¶ 46.

Accenture will point to *Syngenta Crop Protection, Inc. v. Monsanto Co.*, which held that a Mississippi court “cannot subpoena a nonresident nonparty to appear and/or produce in Mississippi documents which are located outside the State of Mississippi.” 908 So. 2d 121, 129, ¶ 16 (Miss. 2005). That holding does not apply here, for three reasons. First, *Syngenta* applied Mississippi law. Oklahoma’s statute limits where a subpoena may be served and where production may be required, 12 O.S. § 2004.1(A)(2)–(3), not where the subpoenaed records are kept; it reaches anything in the recipient’s “possession, custody or control,” *id.* § 2004.1(A)(1)(b). Second, *Syngenta*’s nonparties had their principal places of business outside Mississippi, their only presence there was a registered agent, and they were served only through that agent. 908 So. 2d at 123, 127, ¶ 12. Accenture, by contrast, has an office and “attendant corporate personnel” here, *Phillips*, 634 So. 2d at 1188 n.6, and was served at that office. (Ex. 1 ¶¶ 7–8; Ex. 3.) Its managing director has described that office as “designed for collaboration for both clients and Accenture employees.” McNutt, “Accenture opens office in Oklahoma City”, *The Journal Record* (Jan. 18, 2023). Third, Accenture’s claim about where its documents are is unsworn and unexplained. The only declaration it has filed, from its outside counsel, says nothing about where they are kept (Resp. Ex. 2, Fuchs Decl.); its Illinois memorandum says only that they are “located in part in Illinois” (Ex. 5 at 5); and its counsel has offered to search Accenture’s existing “collection set” (Fuchs Decl. Ex. B). Documents Accenture has already collected and can search are within its control. Finally, the Maryland decision on which *Craft* relied describes a witness who “is a nonresident of and is absent from the state,” *Craft*, 1995 OK CIV APP 135, ¶ 7, 907 P.2d at 1111–12 (quoting *In re Special Investigation No. 219*, 52 Md. App. 17, 445 A.2d 1081, 1085 (Md. Ct. Spec. App. 1982)), and confirms that the authority to

enforce compulsory process “rests exclusively with the court that issued it,” *Special Investigation No. 219*, 445 A.2d at 1086. This Court issued the subpoena; its enforcement rests here.

The Uniform Interstate Depositions and Discovery Act does not change the analysis. Oklahoma’s enactment governs subpoenas issued by other states for discovery here, and its enforcement provision reaches only “a subpoena issued by a clerk of court under Section 3 of this act.” 12 O.S. § 3255; *see id.* § 3252. Illinois’s enactment is the same. 735 ILCS 35/3, 35/6. The Act is an optional mechanism for obtaining process in another state; it does not restrict this Court’s authority over an entity present and served in Oklahoma. No Illinois subpoena exists here, and a court in the discovery state has no authority to quash a foreign subpoena that was never domesticated there. *AO Alfa-Bank v. Doe*, 171 N.E.3d 1018, 1023 (Ind. Ct. App.) (vacating as void an order quashing an undomesticated Florida subpoena; “[t]he lack of domestication is a jurisdictional threshold”), *reaff’d on reh’g*, 171 N.E.3d 1024 (Ind. Ct. App. 2021). Illinois law, too, treats a subpoena as the process of the court that issued it: a subpoena duces tecum “is a judicial process,” and subpoenaed documents go to the court, “which then determines the relevancy of the documents and whether they are privileged, as well as whether the subpoena is unreasonable or oppressive.” *People v. Sauls*, 2022 IL 127732, ¶ 33. This Court’s subpoena is the only one at issue.

C. Service at Accenture’s Oklahoma City Office Was Effective.

Accenture’s only other threshold objection is that the subpoena was handed to an administrative assistant. (Ex. 4, General Objection No. 2; Resp. at 3.) Oklahoma law requires only that a subpoena be served “by delivering or mailing a copy thereof to such person.” 12 O.S. § 2004.1(B)(1). Plaintiffs delivered it to Accenture at its own Oklahoma City office (Ex. 3), which Accenture opened in 2023 as its first “permanent presence” in Oklahoma and “a destination for Accenture employees to work side-by-side with clients.” McNutt, *supra*. The subpoena reached

the right people: within eight days Accenture's counsel was conferring with Plaintiffs' counsel, and within fifteen days Accenture had served objections and responses through Oklahoma counsel. (Resp. Ex. 2, Fuchs Decl. ¶ 3; Ex. 4.) Accenture claims neither lack of notice nor prejudice. Having received the subpoena, objected to it under § 2004.1, and litigated its scope for nearly three months, Accenture cannot avoid compliance by faulting the employee who accepted it.

D. Accenture's Objections on the Merits Fail on Their Own Terms.

Accenture says it has no documents responsive to Requests 1, 3, 4, 6, 7, and 8 because it did not "collect or assemble industry data, studies, methodology, or any other information relating to an industry best benchmark." (Resp. at 10–11 & Ex. 1.) Its counsel's own email says otherwise: Accenture "provided information that was incorporated in certain PowerPoint presentations relating to the frequency of full roof replacement resulting from hail damage." (Resp. Ex. 2, Fuchs Decl. Ex. B.) That is what Requests 1 and 3 seek: the benchmarks on full roof replacements that Accenture "relied on and/or produced and/or utilized" in its State Farm work. (Resp. Ex. 1.) And counsel's declaration says Accenture "does not have much of the underlying industry material" (Fuchs Decl. ¶ 4(a)), not that it has none. What Accenture has, it must produce.

Accenture next argues that Plaintiffs must first obtain the documents from State Farm, relying on *Barlow v. State Farm Fire & Casualty Co.*, No. CIV-25-44-R, 2026 WL 1295782 (W.D. Okla. May 12, 2026), and a docket entry in *Foster*. (Resp. at 5–6, 13–15.) *Barlow* did not question any court's authority over Accenture. It granted a party's motion under the federal rules, on a record in which the plaintiffs did "not dispute that much of the material sought from Accenture overlaps with material that it is already seeking from State Farm," and it sequenced that discovery rather than barring it: "Plaintiffs should first seek the information from State Farm. The Court will then be in a better position to evaluate any remaining disputes about obtaining the requested documents, either from State Farm or from a third-party." *Id.* at *7. Plaintiffs here have done that,

and State Farm has objected that it is not at liberty to produce documents authored by nonparties. (See Resp. at 14–15.) *Barlow* also held that discovery into State Farm’s Wind and Hail Fire Model Enhancement Team and Hail Focus Initiative is relevant and proportional. *Id.* at *4–5. *Foster* is to the same effect. Accenture does not attach the entry and describes it inconsistently (Resp. at 5–6, 14), but by the *Foster* plaintiffs’ account the court required State Farm to produce first and granted Accenture’s request on that basis. Resp’ts’ Combined Mot. to Dismiss ¶ 9, *Accenture LLP v. Foster*, *supra*. Both decisions sequenced discovery; neither excused Accenture from it. And both came from courts sitting in Oklahoma, ruling on Oklahoma subpoenas to Accenture.

Accenture’s premise that State Farm holds “the vast majority, if not all” of its work (Resp. at 14) rests on one line in its counsel’s declaration recounting that Accenture “works in the electronic system of its clients.” (Fuchs Decl. ¶ 4(c).) Yet Accenture has its own “collection set” that it is willing to search. (*Id.* Ex. B.) Documents in Accenture’s files are not in State Farm’s.

Accenture’s burden objection is equally unsupported. A party resisting discovery “may not rely on boilerplate, generalized, conclusory, or speculative arguments,” *Barlow*, 2026 WL 1295782, at *2 (quoting *Pruess v. Presbyterian Health Plan, Inc.*, 579 F. Supp. 3d 1235, 1240 (D.N.M. 2022)), and must offer “specific examples and articulated reasoning,” *Pruess*, 579 F. Supp. 3d at 1240 (citation omitted). *Barlow* credited State Farm’s burden objection only on an affidavit explaining the limits of its claim-file systems and estimating more than 40,000 hours of review. 2026 WL 1295782, at *6. Accenture offers one sentence from outside counsel estimating “several hundred thousand dollars,” without identifying a single custodian, data source, volume, search term, or hour. (Fuchs Decl. ¶ 7.)

Finally, Accenture objects to the subpoena’s time period and proposes to limit it to January through July 2020. (Resp. at 16–18; Fuchs Decl. ¶ 5(d).) Accenture itself acknowledges that State

Farm “may have referenced [Accenture’s] work in 2021 (or even later).” (Resp. at 17.) Material showing how State Farm used Accenture’s work after July 2020, including as the initiative moved into Oklahoma, is central to Plaintiffs’ claims.

E. The Court Should Rule Without a Hearing.

Rule 4(h) provides that “[m]otions may be decided by the court without a hearing.” Rule 4(h), Rules for District Courts of Oklahoma, 12 O.S. ch. 2, app. The Motion is fully briefed, the questions are legal, and the record is documentary, so a hearing would add nothing. Delay, on the other hand, carries real cost while Accenture asks an Illinois court to act on this Court’s subpoena. A prompt ruling from the issuing court, which Oklahoma law designates to decide these objections, 12 O.S. § 2004.1(C)(2)(b), (C)(3)(a), is the surest way to avoid inconsistent orders on this Court’s own process.

F. Requested Relief.

Plaintiffs therefore respectfully request that the Court:

- (a) rule on Plaintiffs’ Motion to Compel immediately and without a hearing under Rule 4(h), or, if the Court prefers to hear argument, set a hearing at its earliest availability;
- (b) determine that Accenture, having been served in Oklahoma, is subject to this Court’s subpoena and that disputes concerning the subpoena are to be resolved by this Court;
- (c) overrule Accenture’s objections and order production within fourteen days, subject to the existing protective order in this action addressing Accenture’s confidentiality concerns; and
- (d) grant such further relief as the Court deems just.

Respectfully submitted,

/s/ Blake Sonne
Blake Sonne, OBA No. 20341
Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
Jake Denne, OBA No. 35097

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of October, 2026, a true and correct copy of the foregoing was emailed and/or mailed to: Carrie McNeer and Grant A. Fitz, GableGotwals, 110 N. Elgin Avenue, Suite 200, Tulsa, OK 74120 (cmcneer@gablelaw.com; gfitz@gablelaw.com); Lance E. Leffel, GableGotwals, 499 W. Sheridan Ave., Suite 2200, Oklahoma City, OK 73102 (lleffel@gablelaw.com), *Attorneys for Defendants*; Amy Sherry Fischer, Foliart, Huff, Ottaway & Bottom, 201 Robert S. Kerr Avenue, 12th Floor, Oklahoma City, OK 73102 (amyfischer@oklahomacounsel.com), *Attorneys for Non-Party Accenture LLP*; and Nancy A. Temple, Katten & Temple, LLP, 33 N. Dearborn St., Suite 1800, Chicago, IL 60602 (ntemple@kattentemple.com).

/s Blake Sonne

Blake Sonne

VERIFICATION

Pursuant to Rule 4(c) of the Rules for District Courts of Oklahoma and 12 O.S. § 426, I, Blake Sonne, state as follows:

1. I am an attorney with Whitten Burrage, counsel of record for Plaintiffs Billy and Lacy Hursh in this action. I have personal knowledge of the facts stated below, and I am competent to testify to them.

2. On July 2, 2026, I issued the Subpoena Duces Tecum directed to Accenture LLP at 525 NW 11th Street, Oklahoma City, Oklahoma 73103. It was served that day at that address, as reflected in the Affidavit of Service. True and correct copies of the Subpoena and the Affidavit of Service are attached as Exhibit 3.

3. On July 17, 2026, Accenture, through its Oklahoma counsel, served Non-Party Accenture LLP's Objections and Responses to Plaintiffs' Subpoena Duces Tecum. A true and correct copy is attached as Exhibit 4.

4. Plaintiffs filed their Motion to Compel on September 10, 2026. Accenture's response was due September 25, 2026. Accenture filed a response on September 25, 2026.

5. On September 23, 2026, Accenture filed a Petition for Protective Order Quashing or Limiting Subpoena Duces Tecum and a supporting memorandum in the Circuit Court of Cook County, Illinois, No. 2026-L-011400, and noticed its motion for presentment on October 1, 2026. True and correct copies of the Petition, the Notice of Motion and Certificate of Service, and the memorandum, as filed, are attached as Exhibits 1, 2, and 5.

6. No subpoena has been issued to Accenture by any Illinois clerk of court at Plaintiffs' request.

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

Dated: October 2, 2026
Oklahoma City, Oklahoma

/s/ Blake Sonne
Blake Sonne, OBA No. 20341

FILED
9/23/2026 9:59 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2026L011400
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACCENTURE LLP, an Illinois)
limited liability partnership,)
)
Petitioner,)
)
v.)
)
BILLY AND LACY HURSH,)
)
Respondents/)
Plaintiffs,)
v.)
)
STATE FARM FIRE AND)
CASUALTY COMPANY; MARK D.)
WELTY; and MARK D. WELTY)
INSURANCE AGENCY, INC.,)
)
Defendants.)

Case No. 2026L011400

PETITION OF NONPARTY ACCENTURE LLP FOR PROTECTIVE ORDER
QUASHING OR LIMITING SUBPOENA DUCES TECUM

Petitioner Accenture LLP, an Illinois limited liability partnership, by and through its attorneys Katten & Temple, LLP, pursuant to the Uniform Interstate Deposition and Discovery Act 735 ILCS 35/1, *et seq.*, and Supreme Court Rule 201, petitions this Court for a protective order quashing or limiting the subpoena duces tecum issued by plaintiffs in the underlying foreign lawsuit pending in Oklahoma state court captioned above. The grounds supporting this Petition are set forth below and in the accompanying memorandum.

1. Accenture LLP is an Illinois limited liability partnership.

2. Attached as Exhibit 1 is a true and correct copy of a Certificate of Good Standing for Accenture LLP, dated as of Sept. 21, 2026, issued by the Illinois Secretary of State.

3. Accenture's principal corporate office is located at 500 West Madison, 21st Floor, Chicago, Illinois 60661.

4. Accenture's registered agent for service of process is Corporate Creations Network Inc., 1320 Tower Road, Schaumburg, IL 60173.

5. Billy and Lacy Hursh ("Plaintiffs") are plaintiffs in a lawsuit pending against defendants State Farm Fire and Casualty Company, Mark D. Welty and Mark D. Welty Insurance Agency, Inc., in the district court for Oklahoma county in the State of Oklahoma, Case No. CJ-2025-2626. The underlying lawsuit arises out of homeowners' property damage claims made by plaintiffs on their State Farm policy in or about 2024.

6. Accenture is a nonparty to the underlying lawsuit in Oklahoma.

7. Accenture is registered as a foreign company with the Oklahoma Secretary of State.

8. Accenture has an office in Oklahoma City, Oklahoma.

9. On or about July 2, 2026, Plaintiffs' counsel delivered a copy of a subpoena duces tecum to Accenture's Oklahoma office. A true and correct copy of the subpoena duces tecum is attached as Exhibit 2.

10. On September 9, 2026, Plaintiffs' counsel in the underlying lawsuit mailed to defense counsel a notice of deposition of Accenture's corporate

representative who is “most knowledgeable” to testify regarding 25 different topics on October 16, 2026. A true and correct copy of that subpoena is attached as Exhibit 3. Accenture has not been served yet with a subpoena for this deposition.

11. Plaintiffs’ counsel in the underlying lawsuit have filed a motion to compel with respect to the subpoena duces tecum in the underlying lawsuit in Oklahoma state court. The deadline to file a response to the motion to compel is September 25, 2026.

12. The Oklahoma court lacks jurisdiction to enforce a nonparty subpoena on Accenture, an Illinois company.

13. Pursuant to the Uniform Interstate Deposition and Discovery Act, adopted in Illinois and Oklahoma, the proper procedure is to obtain a subpoena from the Illinois court under that statute and serve on Accenture in Illinois pursuant to that statute and Illinois law.

14. Accenture provides a variety of consulting services to its clients. In or about 2020 Accenture provided certain consulting services to State Farm Fire and Casualty Company (the “2020 State Farm Engagement”).

15. State Farm Fire and Casualty Company is an Illinois mutual insurance company with its principal place of business in Bloomington, Illinois. Attached as Exhibit 4 is a true and correct copy of the certificate of registration of State Farm Fire and Casualty Company with the Illinois Department. of Insurance.

16. Mike Massa is a Managing Director of Accenture located in Chicago, Illinois. Mr. Massa performed services in connection with the 2020 State Farm Engagement.

17. Accenture's documents relating to the 2020 State Farm Engagement are not in Oklahoma. Accenture has documents relating to the 2020 State Farm Engagement in Illinois.

18. Mr. Massa is the Accenture employee with the most knowledge of the 2020 State Farm Engagement.

19. Accenture's Oklahoma office has no documents or personnel relating to Accenture's 2020 State Farm Engagement. The services in the 2020 State Farm Engagement did not involve Oklahoma property owners' policies or claims.

20. Because Accenture, as an Illinois company, conducts business activities in Oklahoma, Accenture is properly registered in the State of Oklahoma as a foreign company. Its registered agent in Oklahoma is Corporate Creations Network Inc.

21. Corporate Creations delivers documents received as registered agent to Accenture's principal corporate office in Chicago, Illinois. For example, a subpoena in another Oklahoma lawsuit, *Foster v. State Farm Fire and Casualty Company, et al.*, Case No. CJ-2023-1426, Cleveland County District Court, Oklahoma, was delivered to Corporate Creations in Oklahoma, which in turn delivered the subpoena to Accenture in Illinois by sending it to Robert F. Goldman, Accenture LLP, 500 W Madison Street Chicago IL 60661.

22. The subpoena duces tecum in the underlying lawsuit should be quashed because it was not properly issued and served on nonparty Accenture, an Illinois company. Plaintiffs' counsel failed to comply with the UIDDA and service on a branch office in Oklahoma is defective to force Accenture, an Illinois company, to comply with the subpoena. Under the UIDDA, Illinois law applies to the subpoena duces tecum and issues regarding enforcement, such as a motion for a protective order to quash or limit the subpoena, because Accenture is an Illinois company and a nonparty to the Oklahoma lawsuit.

23. Alternatively, the subpoena duces tecum should be quashed because it is not proportional, it is overly broad and unduly burdensome, and it seeks information not relevant to the subject matter of the action. Many of the requested documents are already in Plaintiffs' counsel's possession because they have been produced by State Farm.

24. At a minimum, the Court should enter a protective order limiting the subpoena duces tecum to a reasonable scope.

WHEREFORE, for the foregoing reasons, Accenture LLP respectfully requests that the Court quash the subpoena duces tecum. Alternatively, Accenture LLP requests that the Court enter a protective order limiting the scope to a reasonable scope.

September 23, 2026

Respectfully submitted,

/s/ Nancy A. Temple

One of the Attorneys for Accenture LLP

Nancy A. Temple
Brandon D. Lawniczak

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Of Counsel:

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Brenna Gibbs
Gibson, Dunn & Crutcher LLP
333 S. Grand Ave.
Los Angeles, CA 90071-3197



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of SEPTEMBER A.D. 2026 .



Authentication #: 2626402898 verifiable until 09/21/2027

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas

SECRETARY OF STATE

PLAINTIFF'S
EXHIBIT

1

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
Honorable Amy Palumbo

SUBPOENA DUCES TECUM

TO: ACCENTURE, LLP
525 NW 11th St.
Oklahoma City, OK 73103

YOU ARE HEREBY COMMANDED to appear and produce for inspection and copying of all documents and tangible things in your possession, custody and control, as described on Exhibit "A" attached hereto on or before **July 17, 2026, at 10:00 a.m.** You may produce the requested documents via mail to Whitten Burrage, 512 N. Broadway Avenue, Suite 300, Oklahoma City, OK 73102 or via email to Blake Sonne at bsonne@whittenburragelaw.com. The reasonable cost of reproduction will be reimbursed to you promptly upon your submission of an invoice for the same.

In order to allow objections to the production of documents and things to be filed, you should not produce them until the date specified in this Subpoena, and if an objection is filed, until the Court rules on the objection.

PLAINTIFF'S
EXHIBIT

2

HEREOF FAIL NOT UNDER PENALTY OF LAW.

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the District Court
of said County this 2nd day of July, 2026.

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

Bradley W. Beskin, OBA No. 35314

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

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Facsimile: 405.516.7859

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hwhitten@whittenburragelaw.com

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jsanders@whittenburragelaw.com

jdene@whittenburragelaw.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"

A. Instructions and Definitions:

1. The term "Document" or "Documents" means any written, typed, recorded, pictorial, graphic or printed matter, or electronically-stored matter, in its entirety, including any addenda, supplements, amendments, revisions, exhibits and appendices thereto, in its original form and copies thereof bearing notations and all earlier drafts, memoranda or other written information not on the original including but not limited to email and attachments thereto, books, pamphlets, notebooks, correspondence, memoranda, notes, diaries, interoffice and intraoffice communications, studies, analyses, results of investigations, reviews, agreements, working papers, statistical records, desk calendars, appointment books, time sheets, graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata, computer input data, computer output data, computer runs, computer-stored information (whether printed or not) and computer programs necessary therefor, computer, work sheets or work papers or other materials, including all such defined Documents submitted to accountants or attorneys or others, or submitted by accountants or others to you, or matter or things similar to any of the foregoing.
2. Requests for documents (and communications and correspondence) from "Accenture" shall include their respective employees and agents.
3. "Communication" includes emails, text messages, and all other types of communication regardless of format.

B. Production of Documents:

1. Produce the documents and correspondence of the industry standards and/or other standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims that You (Accenture LLP and any of your affiliates) relied on and/or produced and/or utilized in any way with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
2. Produce the documents and correspondence of Your work on State Farm's Fire Model Enhancement -Wind/Hail, State Farm's Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives from January 1, 2018 until the present.
3. 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 on wind/hail claims and/or full roof replacements on wind/hail claims You relied on and/or produced and/or utilized with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
4. Produce the documents and correspondence received or produced by You for consulting or other work on industry standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims, including but not limited to reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by You and/or any other third party from January 1, 2018 until the present.
5. Produce the documents and correspondence of State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to the industry standards outlined in Topics 1-4, including internal quality improvement and/or lowering State Farm's percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark and/or the ratio of full roof replacements to partial roof replacements on wind/hail claims from January 1, 2018 until the present.
6. Produce the documents and correspondence ensuring that any industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims identified in Topics 1-5 were accurate, vetted, and otherwise reflected actual claims and reliable data with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
7. Produce the documents, reports, data used, models, output relied upon, and other documentation that State Farm supplied to You, and/or any other third party for any consulting or other work on the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims from January 1, 2018 until the present.
8. Produce the documents, reports, data used, models, and other documentation on Your derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
9. Produce the contracts, agreements, and/or scopes of work between State Farm and Accenture (or any of its affiliates) that include work on wind/hail claims and/or full roof

replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

10. Produce the documents referring to full roof replacements as the biggest bucket of opportunity for State Farm and/or the FME Wind/Hail from January 1, 2018 until the present.
11. Produce the documents on indemnity and/or potential reductions in indemnity on full roof replacements on Wind/Hail claims on State Farm's Fire Model Enhancement -Wind/Hail from January 1, 2018 until the present.

CERTIFICATE OF SERVICE & NOTICE OF SUBPOENA

I hereby certify that on the 2nd day of July, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 (fax)
cmcneer@gablelaw.com
gfitz@gablelaw.com

-and-

Lance E. Leffel
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave. Suite 2200
Oklahoma City, OK 73102
lleffel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS

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
Honorable Amy Palumbo

**TO: ACCENTURE, LLP
525 NW 11th St.
Oklahoma City, OK 73103**

Please take notice that pursuant to 12 O.S. § 3230(C)(5) of the Oklahoma Discovery Code, the Plaintiffs Billy and Lacy Hursh will take the deposition upon oral examination of the corporate representative of Accenture Limited Liability Partnership (hereinafter, "Accenture"), by and through its designated representative(s), on the 12th day of October 2026 before an officer authorized to administer oaths by the laws of the State at the following location:

PROFESSIONAL REPORTERS
511 Couch Drive, #100
Oklahoma City, Oklahoma 73102

The deposition shall be recorded by stenographic and videotape means. The deposition(s) will commence at 9:00 a.m., until such deposition(s) are completed. Pursuant to 12 O.S. § 3230(C)(5), Accenture shall designate and produce for deposition one or more officers, directors, managing agents, or other persons who are most knowledgeable and prepared to speak authoritatively on its behalf regarding each of the topics set forth in the attached Exhibit "A" and

PLAINTIFF'S
EXHIBIT

3

Defendant shall also produce the documents and/or other materials identified in the attached Exhibit “B” to counsel for Plaintiffs at said date, time and location. Counsel for Defendant are invited to attend and cross-examine.

**DEFINITIONS FOR VIDEO DEPOSITION OF ACCENTURE’S
CORPORATE REPRESENTATIVE TAKEN PURSUANT TO 12 O.S. § 3230(C)(5)
OF THE OKLAHOMA DISCOVERY CODE ATTACHED TO
AND MADE PART OF THE NOTICE TO TAKE VIDEO DEPOSITION**

The following definitions shall apply to the Topics designated herein:

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 and Mark D. Welty Insurance Agency, Inc. and his/its agents (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 State Farm (along with Documents supportive thereof), as described in the Action, arising from the Dwelling and/or Policy.

5. **“Claim File”** shall mean the Documents State Farm keeps and maintains with respect to a claim for indemnity under a policy of insurance coverage, which include (but are not limited to):

- a. Communications between State Farm and insured;
- b. claim diary or log;

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

6. **"Claims Handling Personnel"** means State Farm 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. **"CLUE"** shall refer to the Comprehensive Loss Underwriting Exchange.

8. **"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.

9. **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.

10. **“Custodian(s)”** refers to the Person(s) having possession, custody, or control of the

Document or information requested in the specific Discovery Request.

11. **“Document(s)”** shall have the same meaning assigned to it in 12 O.S. § 3234(A)(1) 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.

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

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. **“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.

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

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

18. **“Petition”** shall refer the Petition filed in this Action.

19. **“Plaintiff(s)”** or shall refer to the named Plaintiffs in this action.

20. **“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.

21. **“Relevant Time Period”** shall mean the time period from 2010 to the date

Discovery Requests are answered or supplemented.

22. **“You,” “Your,” and “Yourself”** shall refer to Accenture, as well as:

- a. all Persons acting on behalf of or purporting to act on behalf of Accenture (including but not limited to agents, Employees, representatives, attorneys, insurance carriers, experts, and consultants);
- b. all Persons acting on behalf of or purporting to act on behalf of any subsidiary of Accenture;
- 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 Accenture; and
- d. all Persons serving or having served on any governing board of Accenture.

EXHIBIT A

The matters on which examination of Accenture is requested are itemized below. Accenture must designate persons to testify as to each of the following topics. The designation must be delivered to Plaintiffs prior to the commencement of taking the deposition. *See* 12 O.S. § 3230(C)(5).

1. The full nature, scope, and history of Accenture's engagement(s) with State Farm relating in any way to claims and/or industry standards or benchmarks relating to the same, including but not limited to:
 - a. Industry standards on wind;
 - b. Industry standards on hail;
 - c. Industry standards on water;
 - d. Industry standards on fire;
 - e. Industry standards on total roof replacements;
 - f. Industry standards on partial roof replacements;
 - g. Outcome-based claim handling;
 - h. Industry standards on claim payments.
2. The identity, terms, and scope of all contracts, master service agreements, statements of work, engagement letters, and/or purchase orders between Accenture and State Farm.
3. The identity of every Accenture employee, contractor, subcontractor, or agent who performed work, analysis, research, or consulting for State Farm relating to claims industry standards and/or full roof replacement benchmarks, including but not limited to each such person's role and dates of involvement.
4. The methodology, data sources, sample sizes, geographic scope, and time periods Accenture used or relied upon to identify, develop, calculate, or derive any "industry standard," benchmark, or comparable metric relating to wind/hail claims and/or full roof replacement rates.
5. The identity of the insurance carrier(s) or industry sources whose claims data, loss data, or

- claim-handling data Accenture used, analyzed, or relied upon in developing any industry standard or benchmark relating to claims or full roof replacements, including but not limited to how that data was obtained.
6. All reports, analyses, presentations, dashboards, models, and other deliverables Accenture prepared for or provided to State Farm relating to wind/hail claims, full roof replacements, and/or industry standards, including but not limited to the September 10, 2020 Executive Summary PowerPoint and the June 24, 2021 presentation titled "Fire Model Enhancement – Water & Wind/Hail."
 7. The process by which Accenture vetted, validated, tested, or otherwise ensured that any industry standard or benchmark it developed, produced, or provided to State Farm was accurate and reflected actual, reliable claims data.
 8. Accenture's communications with members of WHMET, including but not limited to Nicole Manduca and Kathy Ress, regarding industry standards, benchmarks, or targets for full roof replacement approval rates or ratios on wind/hail claims.
 9. Accenture's role, if any, in recommending, calculating, or setting any target, goal, benchmark, or acceptable percentage or ratio for full roof replacement approvals on wind/hail claims, including but not limited to Accenture's role in defining full roof replacement as State Farm's "biggest bucket of opportunity."
 10. Accenture's role, if any, in the development, planning, or execution of the Wind/Hail Initiative "Kick Off" in Dallas, Texas in 2020 and its subsequent rollout or introduction into Oklahoma by December of 2020.
 11. Accenture's knowledge and understanding of how State Farm intended to use, implement, or apply any industry standard or benchmark Accenture developed or provided, including whether Accenture knew or understood such standards would be used to evaluate, guide, or restrict individual claim-handling decisions, including but not limited to Accenture employee's participation in the implementation of strategies aimed at reducing total roof replacements and/or claim payments on wind and hail.

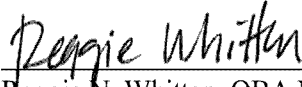
12. Any communications, presentations, or documents in which full roof replacements were characterized, described, or identified as a "bucket of opportunity," a source of potential indemnity savings, or similar characterization, and Accenture's role in creating, contributing to, or receiving such characterizations.
13. Accenture's engagements, work, or consulting for any other property and casualty insurance carrier(s) relating to wind/hail claims, industry standards, benchmarks, or full roof replacement rates.
14. Accenture's professional qualifications, credentials, and subject-matter expertise (including any licensed engineers, roofing consultants, meteorologists, or claims professionals) relied upon in performing the wind/hail industry-standards work for State Farm.
15. The compensation, fees, and billing arrangements between Accenture and State Farm for consulting, research, or analytical work relating to wind/hail claims, full roof replacements, and/or industry standards.
16. Any caveats, limitations, disclaimers, or warnings Accenture communicated to State Farm regarding the appropriate use, scope, or limitations of any industry standard or benchmark it developed, including whether such standards were appropriate for use in adjudicating individual insurance claims.
17. Accenture's document retention, recordkeeping, and email/data retention policies and practices applicable to its engagement(s) with State Farm on wind/hail claims and industry standards, and any destruction or loss of responsive documents.
18. The steps Accenture took to search for, identify, collect, and produce documents in response to the Subpoena Duces Tecum served in this action, including the custodians, systems, and repositories searched and the date ranges applied.
19. The corporate and organizational structure of Accenture LLP and any parent, subsidiary, or affiliated entity that performed, supervised, or had knowledge of the wind/hail industry-standards work for State Farm.

20. Accenture's actual findings, conclusions, and underlying data regarding wind/hail claims and full roof replacement rates, including any comparison between State Farm's historical claim-handling data and the industry standards or benchmarks Accenture identified.
21. Any internal Accenture quality assurance, peer review, or sign-off process applicable to the industry-standards work product Accenture delivered to State Farm.
22. The complete timeline of Accenture's engagement with State Farm and/or WHMET on wind/hail claims and industry standards, including the dates work began, any renewals or expansions of scope, and the date (if any) the engagement ended.
23. Accenture's actions since learning of State Farm's usage of its industry standards to lower indemnity payments on wind and hail claims.
24. Accenture's knowledge of, and any role in, State Farm's claim-handling policies restricting field adjusters' authority to approve full roof replacements without Team Manager approval while permitting denial of full roof replacements without such approval.
25. Accenture's understanding of, and any communications concerning, the relationship between the industry standards or benchmarks it produced and State Farm's actual claim-payment outcomes, indemnity reduction, or cost-savings on wind/hail claims following implementation of the Scheme.

EXHIBIT “B”

1. All documents referred to in Exhibit “A” and reviewed and/or relied upon in preparation for responding to this 12 O.S. § 3230(C)(5) deposition notice.

Respectfully submitted,



Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah E. Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

512 N. Broadway Avenue, Suite 300

Oklahoma City, OK 73102

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bsonne@whittenburragelaw.com

hwhitten@whittenburragelaw.com

jsanders@whittenburragelaw.com

~and~

Patrick F. Collogan, OBA #30529

Biby Law Firm

6305 E. 120th Ct., Suite F

Tulsa, OK 74137

918-574-8458

888-572-8263 (fax)

pat@bibylaw.com

~and~

R. Ryan Deligans, OBA #19793

Andrew M. Gunn, OBA #19470

920 North Harvey

Oklahoma City, OK 73102-2610

Telephone: (405)235-9584

Facsimile: (405)235-0551

rdeligan@dlb.net

agunn@dlb.net

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of September 2026, the above and foregoing was emailed and/or mailed, by certified mail, return receipt requested to:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 (fax)
cmcneer@gablelaw.com
gfitz@gablelaw.com

-and-

Lance E. Leffel
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave. Suite 2200
Oklahoma City, OK 73102
lleffel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS



Reggie Whitten



Legal Name: STATE FARM FIRE AND CASUALTY COMPANY

Company Type: P&C Domestic Stock

Domicile: Bloomington, Illinois

Parent Company: State Farm Mutual Automobile Ins Co

Status: Active

FEIN: 37-0533080

NAIC Code: 176 25143

Incorporated Date: 6/12/1935

Addresses

Administrative Mailing	Corporate Home
One State Farm Plaza Bloomington, IL 61710	One State Farm Plaza Bloomington, IL 61710

Phone Numbers

Business
(309) 766-2311

PLAINTIFF'S
EXHIBIT

4

[<-- Back to Search Results](#)

FILED DATE: 9/23/2026 9:59 AM 2026L011400

FILED
9/23/2026 11:14 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2026L011400
Calendar, Q
40135432

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACCENTURE LLP, an Illinois)
limited liability partnership,)
)
Petitioner,)
)
v.)
)
BILLY AND LACY HURSH,)
)
Respondents/)
Plaintiffs,)
v.)
)
STATE FARM FIRE AND)
CASUALTY COMPANY; MARK D.)
WELTY; and MARK D. WELTY)
INSURANCE AGENCY, INC.,)
)
Defendants.)

Case No. 2026-L-011400

NOTICE OF MOTION

PLEASE TAKE NOTICE that on, **October 1, 2026, at 10:00 a.m.**, the undersigned shall appear via Zoom before the Honorable Stephen Swedlow, or any judge sitting in his stead, and at that time shall present **Nonparty Petitioner Accenture, LLP’s Motion to Quash Subpoena and/or For A Protective Order**, a copy of which is served upon you. Judge Swedlow’s Zoom information is as follows:

Zoom Meeting ID: 994 2739 7392
Zoom Passcode: 2007
Dial-in Phone Number: (312) 626-6799

Dated: September 23, 2026

ACCENTURE, LLP

Respectfully submitted,

/s/ Nancy A. Temple
One of the Attorneys for
Accenture LLP

FILED DATE: 9/23/2026 11:14 AM 2026L011400

Nancy A. Temple
Brandon D. Lawniczak
Katten & Temple, LLP
33 N. Dearborn St., Suite 1800
Chicago, IL 60602
(312) 663-0800
Firm No: 44583
ntemple@kattentemple.com
blawniczak@kattentemple.com

Of Counsel:
Douglas Fuchs
Brenna Gibbs
Gibson, Dunn & Crutcher LLP
333 S. Grand Ave.
Los Angeles, CA 90071-3197

CERTIFICATE OF SERVICE

I hereby certify that on **September 23, 2026**, I caused a copy of the foregoing **Notice of Motion and Nonparty Petitioner Accenture, LLP's Motion to Quash Subpoena and/or For A Protective Order** to be served by U.S. Mail and personal delivery to the below party:

Billy Hursh
Lacy Hursh
1901 S Dogwood PL,
Broken Arrow, OK 74102

/s/ Nancy A. Temple

Nancy A. Temple
Brandon D. Lawniczak
Katten & Temple, LLP
33 N. Dearborn St., Suite 1800
Chicago, IL 60602
(312) 663-0800
ntemple@kattentemple.com
blawniczak@kattentemple.com

Of Counsel:
Douglas Fuchs
Brenna Gibbs
Gibson, Dunn & Crutcher LLP
333 S. Grand Ave.
Los Angeles, CA 90071-3197

**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
Honorable Amy Palumbo

SUBPOENA DUCES TECUM

**TO: ACCENTURE, LLP
525 NW 11th St.
Oklahoma City, OK 73103**

YOU ARE HEREBY COMMANDED to appear and produce for inspection and copying of all documents and tangible things in your possession, custody and control, as described on Exhibit "A" attached hereto on or before **July 17, 2026, at 10:00 a.m.** You may produce the requested documents via mail to Whitten Burrage, 512 N. Broadway Avenue, Suite 300, Oklahoma City, OK 73102 or via email to Blake Sonne at bsonne@whittenburragelaw.com. The reasonable cost of reproduction will be reimbursed to you promptly upon your submission of an invoice for the same.

In order to allow objections to the production of documents and things to be filed, you should not produce them until the date specified in this Subpoena, and if an objection is filed, until the Court rules on the objection.

HEREOF FAIL NOT UNDER PENALTY OF LAW.

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the District Court
of said County this 2nd day of July, 2026.

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

Bradley W. Beskin, OBA No. 35314

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

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Oklahoma City, OK 73102

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ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"

A. Instructions and Definitions:

1. The term "Document" or "Documents" means any written, typed, recorded, pictorial, graphic or printed matter, or electronically-stored matter, in its entirety, including any addenda, supplements, amendments, revisions, exhibits and appendices thereto, in its original form and copies thereof bearing notations and all earlier drafts, memoranda or other written information not on the original including but not limited to email and attachments thereto, books, pamphlets, notebooks, correspondence, memoranda, notes, diaries, interoffice and intraoffice communications, studies, analyses, results of investigations, reviews, agreements, working papers, statistical records, desk calendars, appointment books, time sheets, graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata, computer input data, computer output data, computer runs, computer-stored information (whether printed or not) and computer programs necessary therefor, computer, work sheets or work papers or other materials, including all such defined Documents submitted to accountants or attorneys or others, or submitted by accountants or others to you, or matter or things similar to any of the foregoing.
2. Requests for documents (and communications and correspondence) from "Accenture" shall include their respective employees and agents.
3. "Communication" includes emails, text messages, and all other types of communication regardless of format.

B. Production of Documents:

1. Produce the documents and correspondence of the industry standards and/or other standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims that You (Accenture LLP and any of your affiliates) relied on and/or produced and/or utilized in any way with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
2. Produce the documents and correspondence of Your work on State Farm's Fire Model Enhancement -Wind/Hail, State Farm's Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives from January 1, 2018 until the present.
3. 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 on wind/hail claims and/or full roof replacements on wind/hail claims You relied on and/or produced and/or utilized with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
4. Produce the documents and correspondence received or produced by You for consulting or other work on industry standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims, including but not limited to reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by You and/or any other third party from January 1, 2018 until the present.
5. Produce the documents and correspondence of State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to the industry standards outlined in Topics 1-4, including internal quality improvement and/or lowering State Farm's percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark and/or the ratio of full roof replacements to partial roof replacements on wind/hail claims from January 1, 2018 until the present.
6. Produce the documents and correspondence ensuring that any industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims identified in Topics 1-5 were accurate, vetted, and otherwise reflected actual claims and reliable data with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
7. Produce the documents, reports, data used, models, output relied upon, and other documentation that State Farm supplied to You, and/or any other third party for any consulting or other work on the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims from January 1, 2018 until the present.
8. Produce the documents, reports, data used, models, and other documentation on Your derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
9. Produce the contracts, agreements, and/or scopes of work between State Farm and Accenture (or any of its affiliates) that include work on wind/hail claims and/or full roof

replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

10. Produce the documents referring to full roof replacements as the biggest bucket of opportunity for State Farm and/or the FME Wind/Hail from January 1, 2018 until the present.
11. Produce the documents on indemnity and/or potential reductions in indemnity on full roof replacements on Wind/Hail claims on State Farm's Fire Model Enhancement -Wind/Hail from January 1, 2018 until the present.

CERTIFICATE OF SERVICE & NOTICE OF SUBPOENA

I hereby certify that on the 2nd day of July, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 (fax)
cmcneer@gablelaw.com
gfitz@gablelaw.com

-and-

Lance E. Leffel
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave. Suite 2200
Oklahoma City, OK 73102
lleffel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS

Blake Sonne

Bryan Smith and Associates, Inc.
1732 Southwest Blvd Suite 100
Tulsa, OK 74107

INVOICE: 16281319
Issued: Jul 3, 2026

WHITTEN BURRAGE LAW

Karen Stratton
512 N BROADWAY STE 300
OKLAHOMA CITY, OK 73102

PAY TO:
Bryan Smith and Associates, Inc.
1732 Southwest Blvd Suite 100
Tulsa, OK 74107

Case: CJ-2025-2626 Job: 16281319	Plaintiff / Petitioner: BILLY & LACY HURSH Defendant / Respondent: STATE FARM FIRE AND CASUALTY COMPANY; MARK D. WELTY; AND MARK D. WELTY INSURANCE AGENCY, INC.
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Item	Description	Cost	Quantity	Total
RUSH	RUSH FEE	\$50.00	1	\$50.00
Process Service Fee	ACCENTURE, LLP Agent for Service PERSON AUTHORIZED — 525 NORTHWEST 11TH STREET OKLAHOMA CITY, OK 73103	\$150.00	1	\$150.00

Thank you for your business. PLEASE PAY BALANCE DUE WITHIN 14 DAYS OF RECEIPT. TAX ID: 73-1426539	Total: \$200.00 Amount Paid: (\$0.00) Balance Due: \$200.00
--	--

Bryan Smith and Associates, Inc. • 1732 Southwest Blvd Suite 100, Tulsa, OK 74107

Call: 918-582-5353 • Email: bsai799@aol.com

AFFIDAVIT OF SERVICE

Case: CJ-2025- 2626	Court: IN THE DISTRICT COURT FOR OKLAHOMA COUNTY STATE OF OKLAHOMA	County: OKLAHOMA, OK	Job: 16281319
Plaintiff / Petitioner: BILLY & LACY HURSH		Defendant / Respondent: STATE FARM FIRE AND CASUALTY COMPANY; MARK D. WELTY; AND MARK D. WELTY INSURANCE AGENCY, INC.	
Received by: Oklahoma AccuServe		For: Bryan Smith and Associates, Inc.	
To be served upon: ACCENTURE, LLP			

I, Chad Schultheis, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: DEBBIE SHAY, 525 NORTHWEST 11TH STREET, OKLAHOMA CITY, OK 73103
Manner of Service: Corporation, Jul 2, 2026, 3:51 pm CDT
Documents: SUBPOENA DUCES TECUM; EXHIBIT "A" (Received Jul 2, 2026 at 1:35pm CDT)

Additional Comments:

1) Successful Attempt: Jul 2, 2026, 3:51 pm CDT at 525 NORTHWEST 11TH STREET, OKLAHOMA CITY, OK 73103 received by DEBBIE SHAY. Age: 50'S; Ethnicity: Caucasian; Gender: Female; Weight: 190-200; Height: 5'5"; Hair: Blond; Other: GLASSES.;



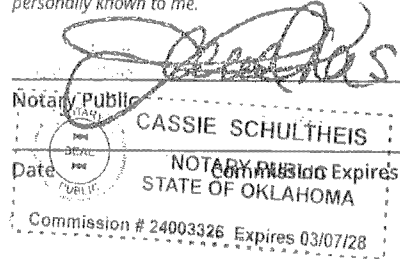
07/03/2026

Chad Schultheis PSS-2024-11

Date

Oklahoma AccuServe
705 S Mustang Rd Ste 294
Yukon, OK 73099

Subscribed and sworn to before me by the affiant who is personally known to me.



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

BILLY & LACY HURSH,	)	
	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. CJ-2025-2626
	)	
STATE FARM FIRE AND CASUALTY	)	
COMPANY; MARK D. WELTY; and	)	
MARK D. WELTY INSURANCE	)	
AGENCY, INC.,	)	
	)	
	)	
Defendants.	)	

**NON-PARTY ACCENTURE LLP’S OBJECTIONS AND RESPONSES TO
PLAINTIFF’S SUBPOENA DUCES TECUM**

Pursuant to the Oklahoma Discovery Code, 12 O.S. § 3226 et seq., and 12 O.S. § 2004.1, and all applicable rules and orders of this Court, Non-Party Accenture LLP (“Accenture”), by and through its undersigned counsel, hereby objects and responds to Plaintiffs Billy and Lacy Hursh’s (“Plaintiffs”) July 2, 2026 Subpoena Duces Tecum Requests for Production (“Requests,” collectively the “Subpoena”) served pursuant to *Hursh v. State Farm Fire and Casualty Company, et al.* (the “Action”).

General Response:

1. Non-Party Accenture’s responses to the Requests are made to the best of its current knowledge, information, and belief. Non-Party Accenture reserves the right to supplement or amend any of its responses should future investigation indicate that such supplementation or amendment is necessary.

2. Non-Party Accenture’s responses to the Requests are confidential and made solely for the purposes of and in relation to this Action. Each response is given subject to all appropriate

objections (including, but not limited to, objections concerning privilege, competency, relevancy, materiality, propriety, and admissibility). All objections are reserved and may be interposed at any time. Non-Party Accenture will only produce documents subject to a protective order that fully covers Non-Party Accenture's confidentiality interests in this matter.

3. Non-Party Accenture's responses are based on its understanding that Plaintiffs seek only information and documents that are within Non-Party Accenture's possession, custody, and control.

4. Any production of documents that Non-Party Accenture may make is made without waiving, or intending to waive, any privilege or other applicable protection or any future grounds for objection concerning the use or admissibility of the documents. Nor shall the inadvertent production of any privileged document be deemed to be a waiver of any applicable privilege or protection with respect to that document, any other document, or with respect to the subject matter of such document.

5. Non-Party Accenture incorporates by reference each and every General Objection set forth into each and every Specific Response. From time to time, a Specific Response may repeat a General Objection. The failure to include a General Objection in any Specific Response shall not be interpreted as a waiver of any General Objection to that response.

6. Nothing contained in these Responses and Objections or provided in response to the Requests consists of, or should be construed as, an admission relating to the accuracy, relevance, existence, or nonexistence of any alleged facts, information, or documents referenced in any Request.

7. Subject to Non-Party Accenture's objections set forth herein, and without waiving them, Non-Party Accenture reserves the right to produce documents with certain confidential, privileged, or immaterial and unnecessary information redacted.

8. Non-Party Accenture reserves the right to raise challenges regarding the jurisdictional limits of the Oklahoma courts, including limits on the ability of the Court to order out-of-state non-party discovery by Non-Party Accenture. Oklahoma Courts have held that they do not have jurisdiction of enforce out-of-state subpoenas. *See Craft v. Chopra*, 1995 OK CIV APP 135, ¶ 8, 907 P.2d 1109, 1112; *Lovett v. Wal-Mart Stores, Inc.*, 2001 OK CIV APP 9, ¶ 12, 18 P.3d 387, 389 (finding that "the subpoena powers of Oklahoma courts stop at the state line."). The Uniform Interstate Depositions and Discovery Act—adopted by Oklahoma in 2021 (12 O.S. § 3250 et seq.) and adopted in Illinois -- the home state of Non-Party Accenture (Illinois Public Act 099-0079, effective 1/1/2016) -- states that the law of the discovery state is controlling because of its authority to protect its own citizens. Non-Party Accenture is an Illinois resident and Non-Party to this Action and the Court does not have jurisdiction to compel Non-Party Accenture's compliance with an out-of-state subpoena.

General Objections:

Non-Party Accenture makes the following General Objections to Plaintiffs' Requests. Each of these General Objections is incorporated into the Specific Objections and Responses set forth below, whether or not separately set forth therein.

1. Non-Party Accenture objects to the Requests, including each specific Request therein, to the extent they seek to impose obligations that exceed the scope of permissible discovery under Oklahoma law, the Local Rules, and all applicable rules and orders of this Court.

2. Non-Party Accenture objects to the Subpoena in its entirety on the grounds that effective service on Non-Party Accenture has not occurred.

3. Accenture is a non-party to this litigation and objects to each Request to the extent that it seeks documents that can equally or more readily be obtained from Defendant State Farm, or to the extent the documents sought are unduly cumulative or duplicative of documents or information already requested or produced in this Action. There is no need for Non-Party Accenture to search for and, if located in Accenture's possession, produce documents that can be obtained from Defendant State Farm. This is particularly true as Non-Party Accenture understands that document requests have already been served on Defendant State Farm that seek the same information sought from Accenture. *See e.g.*, 12 O.S. §2004.1(C)(1) ("A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena."). The Supreme Court of Oklahoma has set forth that "the duty to avoid undue burden or expense on a person subject to a subpoena exists in all situations—and that **the duty is higher when the subpoena is directed to a non-party.**" *Young v. Macy*, 2001 OK 4, ¶ 13, 21 P.3d 44, 47, *as corrected* (Jan. 23, 2001) (emphasis added). The burden is particularly undue given that Non-Party Accenture did not perform any work regarding the homeowner claim at issue, Non-Party Accenture did not perform any work related to this Action in Oklahoma, no information responsive to the Requests is located in Oklahoma, and any work necessary to assess whether Non-Party Accenture is in possession of responsive material would not take place in Oklahoma. Any resulting burden prior to the resolution of this motion is premature, may be rendered unnecessary, and is therefore unduly burdensome.

4. Non-Party Accenture objects to the Requests and each specific Request therein, to the extent they: (i) seek documents or information that are not relevant to any party's claims or defenses in this action; (ii) impose a burden disproportionate to the needs of the case; (iii) seek documents or information beyond the scope of permissible discovery; (iv) are unreasonably cumulative or duplicative; or (v) seek information that is obtainable from some other source that is more convenient, less burdensome, or less expensive.

5. Non-Party Accenture objects to the Requests, including each specific Request therein, to the extent they seek documents or information (i) not within the possession, custody, or control of Non-Party Accenture; (ii) not obtainable at this time after reasonable investigation or diligent inquiry; (iii) not reasonably accessible to Non-Party Accenture or no longer in Non-Party Accenture's possession, custody or control and under which Accenture has no obligation to maintain; (iv) as readily available to Plaintiff or Defendant State Farm as to Non-Party Accenture, (v) already produced by or requested from the parties in this action; (vi) already produced by or requested from other non-parties in this action; or (vii) that is public, on the grounds that such Requests are unduly burdensome.

6. Non-Party Accenture objects to each Request to the extent it purports to impose upon Non-Party Accenture a duty to provide or ascertain information in the possession of third parties on the grounds that such information is not within Non-Party Accenture's possession, custody, or control.

7. Non-Party Accenture objects to each Request to the extent it is argumentative, lacks foundation, or incorporates allegations and assertions that are disputed or erroneous. By responding and objecting to the Request, Non-Party Accenture does not admit the correctness of such assertions.

8. Non-Party Accenture objects to the Requests and each specific Request therein, to the extent they are vague, ambiguous, overbroad, and/or unduly burdensome.

9. Non-Party Accenture objects to the Requests, including each specific Request therein, to the extent they purport to impose an obligation to conduct anything beyond a reasonable and diligent search of readily accessible files (including electronic files) where responsive documents reasonably would be expected to be found. Any Requests that seek to require Non-Party Accenture to go beyond a reasonable search of readily accessible centrally located files of individuals whom it reasonably believes may have relevant documents are overbroad and unduly burdensome.

10. Non-Party Accenture objects to the Requests to the extent that they are redundant or duplicative of other specific Requests.

11. Non-Party Accenture objects to the Requests to the extent that any of them require Accenture to produce entire documents where only a portion of a document would contain relevant information, or that requires Accenture to produce proprietary information or information that is subject to a right of privacy and/or privilege.

12. Non-Party Accenture reserves the right to withhold documents that are subject to a protective order, or that were filed under seal in any proceeding, pending court orders permitting their production.

13. Non-Party Accenture objects to the Requests to the extent they seek information, documents, and/or materials protected from discovery by the attorney-client privilege, the work-product doctrine, the common-interest privilege, and/or any other applicable privilege, immunity, or protection. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Non-Party

Accenture does not object to a Request on the basis of an applicable privilege. The inadvertent disclosure of any documents subject to such privilege or protection is not intended to relinquish any privilege or protection and shall not be deemed to be a waiver of any applicable privilege or protection. Non-Party Accenture reserves the right to demand that Plaintiff return to it any document inadvertently produced. Plaintiff shall, upon the request of Non-Party Accenture, immediately return or destroy any such documents inadvertently produced. Further, upon Plaintiff's discovery of what may be a privileged document produced by Non-Party Accenture, Plaintiff shall immediately inform Non-Party Accenture in writing.

14. Non-Party Accenture objects to each Request to the extent it calls for a legal opinion or conclusion.

15. Non-Party Accenture objects to the Requests to the extent that none of the terms are defined and certain words or phrases may have more than one commonly understood meaning, or Non-Party Accenture cannot reasonably ascertain the meaning of the Request.

16. Non-Party Accenture objects to the Requests and each specific Request therein, to the extent they seek confidential commercial, business, financial, or competitively sensitive information, trade secrets, or any other proprietary information to Non-Party Accenture, its respective employees, its clients, and its business partners, including information subject to confidentiality agreements with third parties. Non-Party Accenture further objects to the Requests and each specific Request therein, to the extent that they seek to require Non-Party Accenture to produce any document containing the private, confidential, or privileged information of non-parties, including, but not limited to, third-party business or technical information and/or user or consumer personal information, which Non-Party Accenture is under an obligation not to disclose.

17. Non-Party Accenture's responses to the Requests are made solely for the purpose of, and in relation to, the above-captioned action. These Responses are based on information presently known to Non-Party Accenture following a reasonably diligent and good-faith investigation. This diligent and good-faith investigation is continuing, and Non-Party Accenture's responses contained herein are subject to clarification, modification, or amendment as additional facts are ascertained.

Specific Objections and Responses:

REQUEST FOR PRODUCTION NO. 1:

Produce the documents and correspondence of the industry standards and/or other standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims that You (Accenture LLP and any of your affiliates) relied on and/or produced and/or utilized in any way with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 1:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the phrase "the documents and correspondence of the industry standards" and undefined terms "industry standards and/or other standards or benchmarks." Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome

and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the documents and correspondence” “of the industry standards and/or other standards or benchmarks” that Non-Party Accenture “relied on and/or produced and/or utilized in *any way*” with respect to work performed for or on behalf of State Farm, which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma (emphasis added).

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 2:

Produce the documents and correspondence of Your work on State Farm’s Fire Model Enhancement -Wind/Hail, State Farm’s Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 2:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the ambiguous phrase “[p]roduce the documents and correspondence of Your work” and undefined, but capitalized terms “State Farm’s Fire Model Enhancement-Wind/Hail,” “the “Wind and Hail Fire Model Enhancement Team,” “Hail Focus Initiative,” and “Hail Initiative,” as well as undefined term “any hail quality focus initiatives.” Non-Party

Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the documents and correspondence” relating to work related to fire, wind, or hail insurance policies, which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 3:

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 on wind/hail claims and/or full roof replacements on wind/hail claims You relied on and/or produced and/or utilized with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 3:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the terms “analyses,” “analytics and data,” “results and/or analysis” “utilized” and further undefined terms “industry standards on wind/hail claims.” Non-Party

Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks any and all “files” “regarding the industry standards on wind/hail claims and/or full roof replacements on wind/hail claims” Accenture LLP “relied on and/or produced and/or utilized” with respect to “the work” performed for or on behalf of State Farm, which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 4:

Produce the documents and correspondence received or produced by You for consulting or other work on industry standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims, including but not limited to reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by You and/or any other third party from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 4:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the words and phrases “for consulting or other work” and undefined terms “industry standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims.” Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the documents and correspondence” “received or produced by You for consulting or other work” on “industry standards or benchmarks” with no connection to State Farm or work implicated by the Plaintiffs’ claims, including documents relating to “reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by You and/or any other third party,” which are not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and are not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 5:

Produce the documents and correspondence of State Farm’s performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to the industry standards outlined in Topics 1-4, including internal quality improvement and/or lowering State Farm’s percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark and/or the ratio of full roof replacements to partial roof replacements on wind/hail claims from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 5:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request to the extent it is duplicative of Requests 1 through 4. Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the ambiguous words and phrases “State Farm’s performance,” “industry standards outlined in Topics 1-4,” “internal quality improvement,” and “industry standard and/or to a related benchmark,” and “the ratio of full roof replacements to partial roof replacements.” Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the state of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the documents and correspondence” of “State Farm’s performance” on various claims in relation to “the industry standard and/or to a related benchmark,” which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 6:

Produce the documents and correspondence ensuring that any industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims identified in Topics 1-5 were

accurate, vetted, and otherwise reflected actual claims and reliable data with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 6:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request to the extent it is duplicative of Requests 1 through 5. Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the words and phrases “ensuring that any industry standards” related to “claims identified in Topics 1-5” were “accurate, vetted and otherwise reflected actual claims and reliable data.” Non-Party Accenture further objects to the phrase “accurate vetted, and otherwise reflected actual claims and reliable data” to the extent that it is argumentative, lacks foundation, or incorporates allegations and assertions that are disputed or erroneous. Non-Party Accenture further objects to the request to the extent it seeks information that is protected by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other applicable privilege, immunity, or protection. Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the

documents and correspondence,” which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 7:

Produce the documents, reports, data used, models, output relied upon, and other documentation that State Farm supplied to You, and/or any other third party for any consulting or other work on the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 7:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Materials Defendant shared with Non-Party Accenture are in the possession, custody, and control of Defendant State Farm and should be sought therefrom. Non-Party Accenture further objects to the Request to the extent that documents State Farm supplied to “any other third party for any consulting or other work on the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims” are not in the possession, custody, and control of Non-Party Accenture and should be sought from Defendant State Farm or “any other third party.”

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the ambiguous words and phrases including “output relied upon,” “other documentation,” “any consulting or other work,” and undefined terms “industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims.” Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant

to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the documents” provided by State Farm in connection with “consulting or other work” related to certain industry standards, which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 8:

Produce the documents, reports, data used, models, and other documentation on Your derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 8:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the phrase “Your derivation of the industry standards” and undefined terms “industry standards relating to wind/hail claims and/or full roof replacement on wind/hail claims.” Non-Party Accenture further objects to the Request on the grounds that “Your derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail

claims” is argumentative, lacks foundation, or incorporates allegations and assertions that are disputed or erroneous. Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as Request seeks “the documents” and “other documentation” “on” “Your derivation of the industry standards,” which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 9:

Produce the contracts, agreements, and/or scopes of work between State Farm and Accenture (or any of its affiliates) that include work on wind/hail claims and/or full roof replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 9:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the phrase “that include work on wind/hail claims and/or full roof replacements on wind/hail claims.” Non-Party Accenture further objects to the Request on the

grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “the contracts,” agreements, and/or scopes of work that purportedly “include work on” the wind/hail claims and/or full roof replacements referenced above, which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 10:

Produce the documents referring to full roof replacements as the biggest bucket of opportunity for State Farm and/or the FME Wind/Hail from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 10:

Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the words and phrases “referring to,” “the biggest bucket of opportunity,” and the undefined term “FME Wind/Hail.” Non-Party Accenture further objects to the phrase “the biggest bucket of opportunity” to the extent that it is argumentative, lacks foundation, or incorporates allegations and assertions that are disputed or erroneous. By responding and objecting to this Request, Non-Party Accenture does not admit the correctness of

any such assertions. Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks documents “referring to full roof replacements as the biggest bucket of opportunity” for State Farm and/or the “FME Wind/Hail,” which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

REQUEST FOR PRODUCTION NO. 11:

Produce the documents on indemnity and/or potential reductions in indemnity on full roof replacements on Wind/Hail claims on State Farm’s Fire Model Enhancement -Wind/Hail from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 11:

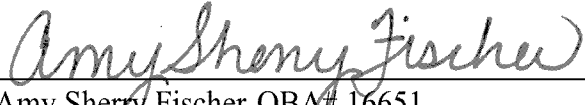
Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

Non-Party Accenture further objects to this Request as vague and ambiguous, including but not limited to its use of the words and phrases “documents on indemnity,” “potential reductions in indemnity,” and the undefined, but capitalized term “Fire Model Enhancement -Wind/Hail.” Non-Party Accenture further objects to the Request on the grounds that “indemnity or potential

reductions in indemnity on full roof replacements” is argumentative, lacks foundation, or incorporates allegations and assertions that are disputed or erroneous. Non-Party Accenture further objects to the Request on the grounds that it seeks information that is not relevant to the subject matter of this litigation or proportionate to the needs of the case, is not reasonably calculated to lead to the discovery of admissible evidence, and is unduly burdensome and oppressive, particularly on a non-party, as the Request seeks discovery outside the State of Oklahoma and spans an overbroad and effectively unlimited period from January 1, 2018 through “the present” that bears no relationship to the claims or defenses at issue, as the Request seeks “documents on indemnity and/or potential reductions in indemnity” related to “Wind/Hail claims on State Farm’s Fire Model Enhancement – Wind/Hail,” which is not reasonably related to Plaintiff’s insurance claim or any Oklahoma claims and is not limited to State Farm claims handling in Oklahoma.

Non-Party Accenture is willing to meet and confer regarding this Request.

FOLIART, HUFF, OTTAWAY & BOTTOM

A handwritten signature in cursive script that reads "Amy Sherry Fischer". The signature is written in dark ink and is positioned above a horizontal line.

Amy Sherry Fischer-OBA# 16651

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**ATTORNEYS FOR NON-PARTY
ACCENTURE LLP**

CERTIFICATE OF SERVICE

This is to certify that on this 17th day of July, 2026, a true and correct copy of the foregoing instrument was emailed and/or mailed as follows:

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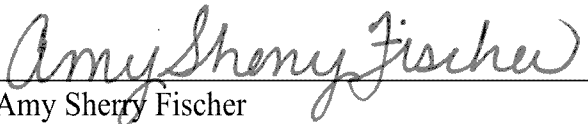
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Amy Sherry Fischer

FILED
9/23/2026 11:10 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2026L011400
Calendar, Q
40135326

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACCENTURE LLP, an Illinois)
limited liability partnership,)
)
Petitioner,)
)
v.)
)
BILLY AND LACY HURSH,)
)
Respondents/)
Plaintiffs,)
v.)
)
STATE FARM FIRE AND)
CASUALTY COMPANY; MARK D.)
WELTY; and MARK D. WELTY)
INSURANCE AGENCY, INC.,)
)
Defendants.)

Case No. 2026-L-011400

NONPARTY PETITIONER ACCENTURE LLP'S MEMORANDUM IN SUPPORT
OF ITS MOTION TO QUASH SUBPOENA AND/OR FOR A PROTECTIVE ORDER

Nonparty petitioner Accenture LLP, an Illinois limited liability partnership,
by and through its attorneys Katten & Temple, LLP, pursuant to the Uniform
Interstate Deposition and Discovery Act 735 ILCS 35/1, *et seq.*, and Supreme Court
Rule 201, respectfully submits this memorandum in support of its petition to quash
and/or for a protective order with respect to a subpoena duces tecum issued by
respondents and plaintiffs in the underlying foreign action pending in Oklahoma
state court.

Procedural History

Accenture LLP is an Illinois limited liability partnership. *See* Exhibit 1 hereto (Illinois Secretary of State Certificate of Good Standing for Accenture LLP, dated as of Sept. 21, 2026). Its principal corporate office is located at 500 West Madison, 21st Floor, Chicago, Illinois 60661. *Id.* Accenture's registered agent for service of process is Corporate Creations Network Inc., 1320 Tower Road, Schaumburg, IL 60173. *Id.*

Plaintiffs Billy and Lacy Hursh are plaintiffs in a lawsuit pending against defendants State Farm Fire and Casualty Company, Mark D. Welty and Mark D. Welty Insurance Agency, Inc., in the district court for Oklahoma county in the State of Oklahoma, Case No. CJ-2025-2626. The underlying lawsuit arises out of homeowners' property damage claims made by plaintiffs on their State Farm policy in or about 2024.

Although Accenture is a nonparty and foreign to Oklahoma, plaintiffs' counsel in the underlying lawsuit delivered a copy of a subpoena duces tecum to an office Accenture has in Oklahoma City, Oklahoma, on July 2, 2026. A true and correct copy of the subpoena is attached as Exhibit 2. . Accenture understands there are more than 140 actions brought by more than 30 plaintiffs' firms against State Farm in Oklahoma, alleging similar claims. Each of those actions could potentially involve depositions of Accenture witnesses. It follows that Accenture faces a potential onslaught of time consuming, distracting and expensive nonparty discovery, and not merely a single deposition and document subpoena.

Accenture has attempted informally to resolve the subpoena duces tecum, which includes 11 broad requests for documents from 2018 to present, including documents already in plaintiffs' counsel's possession from the defendant State Farm. Specifically, after plaintiffs' counsel served the subpoena duces tecum on July 2, 2026, Accenture met and conferred with plaintiffs' counsel on July 10, to no avail. Accenture then served its responses and objections to the subpoena on July 17, once again offering to meet and confer concerning each of the document requests in the subpoena. Plaintiffs' counsel did not take Accenture up on its offer and instead filed its motion to compel enforcement of the subpoena without modification on September 10, 2026. The next day, Accenture met with plaintiffs' counsel, again attempting to raise concerns about the scope of the subpoena and the burden imposed by the subpoena. Plaintiffs' counsel again refused to modify the subpoena.

On September 21, 2026, Accenture sent plaintiffs' counsel a lengthy email, explaining (1) Accenture did not have documents responsive to several requests; (2) plaintiffs' counsel should obtain documents for certain requests directly from State Farm, which is in possession of the requested information; and (3) Accenture needed clarification to understand certain requests. Accenture further proposed a revised time period of January 1, 2020, through the end of July 2020, the period of the engagement at issue. Accenture agreed it would consider searching for responsive documents if plaintiffs' counsel explained what it was seeking that it had not already obtained from State Farm or could not obtain from State Farm. To date, Accenture has received no response from plaintiffs' counsel.

Accenture has explained that it does not have any responsive documents for many of the requests in the subpoena. It has also agreed to conduct to search for documents in the relevant time period in 2020, for specific documents that Plaintiffs have not been able to obtain from State Farm. However, Accenture's efforts have been unsuccessful to date as plaintiffs' counsel has refused any compromise, and Accenture therefore petitions this Court for a protective order quashing the subpoena or limiting the scope.

On September 9, 2026, plaintiffs' counsel in the underlying lawsuit mailed to defense counsel a notice of deposition of Accenture's corporate representative who is "most knowledgeable" to testify regarding 25 different topics on October 16, 2026. Ex. 3. The notice of deposition purports to require Accenture to produce a witness to testify concerning these overly broad and irrelevant topics in Oklahoma. Accenture has not been served yet with a subpoena for this deposition, but anticipates issues concerning the overly broad scope of the subpoena and notes that any such deposition should necessarily occur in Chicago, Illinois.

Plaintiffs' counsel in the underlying lawsuit filed a motion to compel with respect to the subpoena duces tecum in the underlying lawsuit in Oklahoma state court. The deadline to file an opposition to that motion is September 25, 2026, and Accenture intends to file an opposition in order to preserve its arguments that the Oklahoma court lacks jurisdiction to compel Accenture to produce documents in response to the nonparty subpoena duces tecum.

Facts

Accenture provides a variety of consulting services to its clients. From approximately April to July 2020 Accenture provided certain consulting services to State Farm Fire and Casualty Company, an Illinois mutual insurance company with its principal place of business in Bloomington, Illinois. Ex. 4, Illinois Dept. of Insurance certificate of registration. Mike Massa, Managing Director of Accenture located in Chicago, Illinois, performed services in connection with Accenture's 2020 engagement for State Farm (the "2020 State Farm Engagement"). The documents relating to those services are located in part in Illinois, and the documents are *not* located in Oklahoma. Mr. Massa is the Accenture employee with the most knowledge of the 2020 State Farm Engagement and thus the person "most knowledgeable," that Plaintiffs apparently intend to seek to testify on behalf of Accenture.

Accenture's Oklahoma office has no documents or personnel relating to Accenture's 2020 State Farm Engagement and was not involved in Accenture's provision of service to State Farm at issue here. The 2020 State Farm Engagement also did not involve Oklahoma property owners' policies or claims.

Because Accenture, as an Illinois company, conducts business activities in Oklahoma, Accenture is properly registered in the State of Oklahoma as a foreign company. Its registered agent in Oklahoma is Corporate Creations Network Inc. Corporate Creations delivers documents received as registered agent to Accenture's principal corporate office in Chicago, Illinois. For example, a subpoena in another

Oklahoma lawsuit, *Foster v. State Farm Fire and Casualty Company, et al.*, Case No. CJ-2023-1426, Cleveland County District Court, Oklahoma, was delivered to Corporate Creations in Oklahoma, which in turn delivered the subpoena to Accenture in Illinois by sending it to Robert F. Goldman, Accenture LLP, 500 W Madison Street Chicago IL 60661. Ex. 7.

Argument

Legal Standard. It is well established that one state does not have jurisdiction over, or the power to order, a nonparty person or entity located in another state to appear in the first state for discovery or trial. *See, e.g., Deppa v. Abbott Lab'ys, Inc.*, 2025 IL App (1st) 241795, ¶ 46 (there is no compulsory process over nonparties outside Illinois); *Quinn v. Eighth Jud. Dist. Ct. in & for Cnty. of Clark*, 410 P.3d 984, 987–88 (Nev. 2018) (citing cases); *accord Craft v. Chopra*, 907 P.2d 1109, 1111 (Okla. App. Ct. 1995) (Oklahoma state court did not have jurisdiction to enforce subpoena served on nonparty hospital located in Texas even though the hospital had contacts with Oklahoma).

Courts have consistently made clear that even if a foreign corporate entity registered to do business in a state may have sufficient contacts with that state to satisfy due process requirements to exercise jurisdiction over that foreign corporation as a “*party defendant*,” that state lacks jurisdiction to compel a nonparty, foreign corporation to produce documents or testify as a “*witness*” in that state. *Craft v. Chopra*, 907 P.2d at 1111 (original emphasis; applying Oklahoma law); *accord In re National Contract Poultry Growers' Ass'n*, 771 So. 2d 466, 469

(Ala. 2000) (“[t]he underlying concepts of personal jurisdiction and subpoena power are entirely different.”); *Phillips Petroleum Co. v. OKC Ltd. Partnership*, 634 So. 2d 1186, 1187 (La. 1994) (“The concepts, and/or underlying purposes, of personal jurisdiction and subpoena power are simply different.”); *see also* Ryan W. Scott, *Minimum Contacts, No Dog: Evaluating Personal Jurisdiction for Nonparty Discovery*, 88 Minn. L. Rev. 968, 984 (2004) (“Most states retain strict limits on the reach of the subpoena power, holding that subpoena service cannot reach nonparties found outside the state.”). This territorial restriction on state courts’ subpoena powers “reflects the traditional concept of states as sovereign powers, exercising plenary jurisdiction within their territories but largely powerless beyond state lines.” Scott, *supra*, at 984.

In short, the mere facts of owning property, having a branch office, and having a registered agent as a foreign entity authorized to conduct business in a particular state do not give the state authority over that nonparty foreign entity to compel compliance with a subpoena to testify as a witness or produce documents. *See Craft*, 907 P.2d at 1111; *In re National Contract Poultry Growers’ Ass’n*, 771 So. 2d at 469.

The Uniform Interstate Deposition and Discovery Act (“UIDDA”), 735 ILCS 35/1, *et seq.*, recognizes these jurisdictional limits of each state court. Under the UIDDA, a valid subpoena of a nonparty located in Illinois may be obtained from the clerk of the Circuit Court and enforced in Illinois courts. *See* 735 ILCS 35/3, 35/6.

Oklahoma likewise has adopted the UIDDA, codified at 12 Okla. Stat. Ann. § 3251, *et seq.*

Thus, only a subpoena issued by a court where the nonparty is located is valid to be enforced against that nonparty. *See, e.g., Syngenta Crop Protection, Inc. v. Monsanto Co.*, 908 So. 2d 121, 128 (Miss. 2005) (Mississippi court lacked authority to subpoena documents from nonresident nonparty corporations, even if they did business in Mississippi); *supra*, pp. 5-6. And only a court located where a valid subpoena is issued has authority to enforce such a subpoena. *See* 735 ILCS 35/6; *Cascade Builders Corp. v. Rugar*, 2021 IL App (1st) 192410 ¶¶ 12-14; *cf.* 12 Okla. Stat. Ann. § 3235.

I. The Nonparty Subpoena Duces Tecum Should Be Quashed.

A. Service on Accenture's office in Oklahoma was ineffective.

The subpoena duces tecum should be quashed because it was not properly issued and served. Plaintiffs' counsel failed to comply with the UIDDA and service on a branch office in Oklahoma is defective to force Accenture, an Illinois company, to comply with the subpoena. *See Craft v. Chopra*, 907 P.2d at 1111; *supra*, pp. 5-7.

B. Alternatively, the Subpoena Duces Tecum Should Be Quashed Because It Is Not Proportional, It Is Overly Broad and Unduly Burdensome, and It Seeks Information Not Relevant to the Subject Matter of the Action.

Even if the subpoena had been properly served, it should be quashed. Under Illinois law, a nonparty subpoena for documents is issued pursuant to Illinois Supreme Court Rule 204(a)(1), which provides that the subpoena must comply with discovery rules, subject to limitations imposed under Rule 201(c), which permits

protective orders. Rule 201(c)(1) provides that the trial court “may at any time on its own initiative, or on motion of any party or witness, make a protective order as justice requires, denying, limiting, conditioning, or regulating discover to prevent unreasonable annoyance, expense, embarrassment, disadvantage, or oppression.” Rule 201(c)(3) provides: “Proportionality. When making an order under this Section, the court may determine whether the likely burden or expense of the proposed discovery, including electronically stored information, outweighs the likely benefit, taking into account the amount in controversy, the resources of the parties, the importance of the issues in the litigation, and the importance of the requested discovery in resolving the issues.”

1. The Subpoena is Not Proportional and Imposes an Undue Burden on Accenture.

Even if the information sought in the subpoena is relevant, which is denied, it need not be produced if the benefits of producing it do not outweigh the burden. Ill. Sup. Ct. R. 201(c)(3); *Burdess v. Cottrell, Inc.*, 2020 IL App (5th) 190279, ¶¶76, 77. In *Burdess*, the appellate court held that the trial court abused its discretion in ordering a nonparty insurer to produce documents without conducting a balancing test on proportionality and found that the burden on the nonparty to collect, review, and produce the requested materials outweighed any anticipated benefit. *See id.* Moreover, when the documents have been produced by a party, the benefit of compelling a nonparty to reproduce the same materials is minimal, while the burden on the nonparty is significant, weighing in favor of quashing or limiting the subpoena.

Here, Accenture's services were performed for a limited period from April to July 2020, but Plaintiffs unreasonably seek production of documents for an 8-year period from 2018 to present. Accenture also performed its services *within State Farm's data systems* and thus State Farm, and not Accenture (a nonparty), is in the best position to produce documents responsive to plaintiffs' requests. Forcing Accenture to collect, search and review documents over an 8-year period would impose a massive burden on Accenture in terms of internal resources and legal fees, all while yielding very little, if any relevant information, that either has already been obtained from State Farm or could more properly be obtained from State Farm, the defendant in the underlying litigation.

2. Alternatively, the Court Should Enter a Protective Order Limiting the Subpoena to a Reasonable Scope.

Trial courts have wide discretion to determine whether and to what extent a protective order is necessary. *Payne v. Hall*, 2013 IL App (1st) 113519, ¶ 12; *Willeford v. Toys 'R' Us-Delaware, Inc.*, 385 Ill. App. 3d 265, 272-73 (5th Dist. 2008). If the subpoena is not quashed entirely, it should be limited to a reasonable scope, proportional to the needs in the underlying lawsuit, without imposing an undue burden on Accenture. Plaintiffs are not entitled to a fishing expedition or to duplicate information already provided by a party.

CONCLUSION

For the foregoing reasons, Accenture LLP respectfully requests that the Court enter a protective order quashing the subpoena duces tecum. Alternatively,

Accenture LLP requests that the Court enter a protective order limiting the scope to a reasonable scope.

September 23, 2026

Respectfully submitted,

/s/ Nancy A. Temple

One of the Attorneys for Accenture LLP

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Of Counsel:

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333 S. Grand Ave.
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To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of SEPTEMBER A.D. 2026 .



Authentication #: 2626402898 verifiable until 09/21/2027

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis

SECRETARY OF STATE

PLAINTIFF'S
EXHIBIT

1

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
Honorable Amy Palumbo

SUBPOENA DUCES TECUM

TO: ACCENTURE, LLP
525 NW 11th St.
Oklahoma City, OK 73103

YOU ARE HEREBY COMMANDED to appear and produce for inspection and copying of all documents and tangible things in your possession, custody and control, as described on Exhibit "A" attached hereto on or before **July 17, 2026, at 10:00 a.m.** You may produce the requested documents via mail to Whitten Burrage, 512 N. Broadway Avenue, Suite 300, Oklahoma City, OK 73102 or via email to Blake Sonne at bsonne@whittenburragelaw.com. The reasonable cost of reproduction will be reimbursed to you promptly upon your submission of an invoice for the same.

In order to allow objections to the production of documents and things to be filed, you should not produce them until the date specified in this Subpoena, and if an objection is filed, until the Court rules on the objection.

PLAINTIFF'S
EXHIBIT

2

HEREOF FAIL NOT UNDER PENALTY OF LAW.

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the District Court
of said County this 2nd day of July, 2026.

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

Bradley W. Beskin, OBA No. 35314

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ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"

A. Instructions and Definitions:

1. The term "Document" or "Documents" means any written, typed, recorded, pictorial, graphic or printed matter, or electronically-stored matter, in its entirety, including any addenda, supplements, amendments, revisions, exhibits and appendices thereto, in its original form and copies thereof bearing notations and all earlier drafts, memoranda or other written information not on the original including but not limited to email and attachments thereto, books, pamphlets, notebooks, correspondence, memoranda, notes, diaries, interoffice and intraoffice communications, studies, analyses, results of investigations, reviews, agreements, working papers, statistical records, desk calendars, appointment books, time sheets, graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata, computer input data, computer output data, computer runs, computer-stored information (whether printed or not) and computer programs necessary therefor, computer, work sheets or work papers or other materials, including all such defined Documents submitted to accountants or attorneys or others, or submitted by accountants or others to you, or matter or things similar to any of the foregoing.
2. Requests for documents (and communications and correspondence) from "Accenture" shall include their respective employees and agents.
3. "Communication" includes emails, text messages, and all other types of communication regardless of format.

B. Production of Documents:

1. Produce the documents and correspondence of the industry standards and/or other standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims that You (Accenture LLP and any of your affiliates) relied on and/or produced and/or utilized in any way with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
2. Produce the documents and correspondence of Your work on State Farm's Fire Model Enhancement -Wind/Hail, State Farm's Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives from January 1, 2018 until the present.
3. 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 on wind/hail claims and/or full roof replacements on wind/hail claims You relied on and/or produced and/or utilized with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.
4. Produce the documents and correspondence received or produced by You for consulting or other work on industry standards or benchmarks on wind/hail claims and/or full roof replacements on wind/hail claims, including but not limited to reports, analyses, analytics and data, agreements, scopes of work, correspondence, and results and/or analysis by You and/or any other third party from January 1, 2018 until the present.
5. Produce the documents and correspondence of State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to the industry standards outlined in Topics 1-4, including internal quality improvement and/or lowering State Farm's percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark and/or the ratio of full roof replacements to partial roof replacements on wind/hail claims from January 1, 2018 until the present.
6. Produce the documents and correspondence ensuring that any industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims identified in Topics 1-5 were accurate, vetted, and otherwise reflected actual claims and reliable data with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
7. Produce the documents, reports, data used, models, output relied upon, and other documentation that State Farm supplied to You, and/or any other third party for any consulting or other work on the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims from January 1, 2018 until the present.
8. Produce the documents, reports, data used, models, and other documentation on Your derivation of the industry standards relating to wind/hail claims and/or full roof replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.
9. Produce the contracts, agreements, and/or scopes of work between State Farm and Accenture (or any of its affiliates) that include work on wind/hail claims and/or full roof

replacements on wind/hail claims with respect to work You performed for or on behalf of State Farm from January 1, 2018 until the present.

10. Produce the documents referring to full roof replacements as the biggest bucket of opportunity for State Farm and/or the FME Wind/Hail from January 1, 2018 until the present.
11. Produce the documents on indemnity and/or potential reductions in indemnity on full roof replacements on Wind/Hail claims on State Farm's Fire Model Enhancement -Wind/Hail from January 1, 2018 until the present.

CERTIFICATE OF SERVICE & NOTICE OF SUBPOENA

I hereby certify that on the 2nd day of July, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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Blake Sonne
