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OKLAHOMA COUNTY

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RICK WARREN
COURT CLERK

DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626

Honorable Amy Palumbo

PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT STATE FARM FIRE
& CASUALTY COMPANY'S MOTION TO RECONSIDER AND STAY THE
COURT'S OCTOBER 1, 2026 MINUTE ORDER

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EXHIBITS

- Exhibit A** Order, *West v. State Farm*, No. CJ-25-135 (Dist. Ct. Comanche Cnty. Okla. Oct. 16, 2026) (Sheperd, J.)
- Exhibit B** Transcript of the October 1, 2026 Hearing on Responsiveness of Deponent's Answers, before the Honorable Amy Palumbo
- Exhibit C** The October 1, 2026 Deposition of Nicole Manduca
- Exhibit D** October 1, 2026 Minute Order
- Exhibit E** Manduca Notice

I. INTRODUCTION

Plaintiffs Billy and Lacy Hursh respectfully submit this response in opposition to State Farm's Motion to Reconsider and Stay the Court's October 1, 2026 Minute Order. The Motion should be denied.

State Farm's Motion rests on a premise the record forecloses: that the Court's rulings were based on nothing but "attorney argument." They were not. The Manduca deposition took place in the courthouse so that the Court could address disputes as they arose. When a dispute arose, the Court heard the witness's answers read back by the court reporter and heard the testimony read back verbatim, and subsequently found on the record that the witness's conduct was "absolutely evasive behavior ... a complete frivolous waste of this Court's time ... meant to derail this proceeding." (Ex. B: Hr'g Tr. 6:17–7:16, 15:1–18.) A trial court's assessment of testimony it has just heard and made a finding on is not "attorney argument." It is the determination the Discovery Code commits to "the court['s]" finding. 12 O.S. § 3230(A)(3). After the Court directed the witness to answer in a non-evasive manner, she answered the question directly: "No." (Ex. C: Manduca Dep. 141:3–9.)

State Farm's Motion also does not mention that on October 16, 2026, the District Court of Comanche County, "after reviewing the deposition of Nicole Manduca via audio/video," found that "[t]he witness was completely evasive [and] non-responsive to a majority of [c]ounsel['s] questions during the deposition." Ex. A, Order, *West v. State Farm*, No. CJ-25-135 (Dist. Ct. Comanche Cnty. Okla. Oct. 16, 2026) (Sheperd, J.) (attached as Exhibit A). This is now the second court to find that Manduca is an evasive witness.

State Farm's remaining complaints—that the extension is "unlimited," that the Court applied the wrong statute, that proportionality was ignored, and that the Minute Order's discovery findings lack support—are contradicted by the record and the governing statutes. The Motion, and

the request to stay the Minute Order until State Farm has “exhausted” its appellate remedies, would further delay a case that is ripe to be tried. The Motion should be denied.

II. COUNTER-STATEMENT OF RELEVANT FACTS.

The Manduca corporate-representative deposition proceeded in the courthouse so that the Court would have the immediate ability to weigh in on any issues that may arise in a timely manner to prevent further delay. Ms. Manduca was designated on “all the Fire Model Enhancement topics.” (Ex. B, Hr’g Tr. 6:1–3.) Plaintiffs examined her on Deposition Exhibit 15, a State Farm document, including a graph that “[REDACTED]”

[REDACTED]

[REDACTED]” and that the document describes as showing [REDACTED]

[REDACTED]

[REDACTED]” (Manduca Dep. 136:8–24, 138:13–17.)

As an example of the nonresponsive and evasive testimony Ms. Manduca provided for much of the deposition, when sked, “yes” or “no,” whether the chart reflected what the document says it reflects, the witness did not answer “yes” or “no.” She answered, “[REDACTED] [REDACTED],” and, after an objection to responsiveness, “[REDACTED] [REDACTED].” (Ex. C: Manduca Dep. 138:13–139:10; Hr’g Tr. 6:19–7:15.) Plaintiffs objected to responsiveness repeatedly and sought the Court’s guidance. (Ex. C: Manduca Dep. 138:20–21, 139:12–140:1; Hr’g Tr. 4:20–5:16.)

The Court took the bench at (Ex. C: Manduca Dep. 140:8–11.) At counsel’s request, the court reporter read back the questions and answers. (Ex. B: Hr’g Tr. 6:8–7:16.) The Court heard argument from counsel for both sides, including State Farm’s counsel (Ex. B: Hr’g Tr. 7:17–8:10; 9:18–10:18; 12:20–13:5). The Court then ruled:

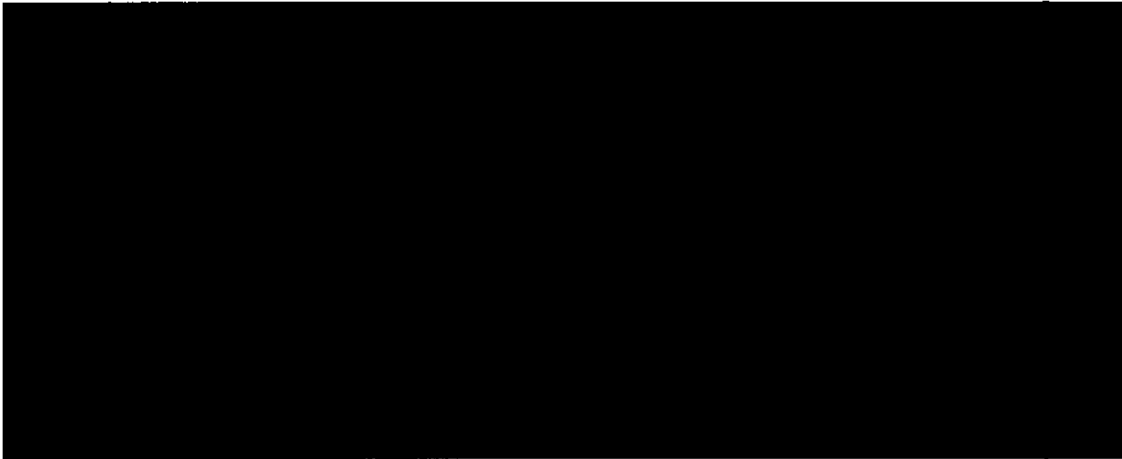
It is the opinion of this Court that this is absolutely evasive behavior. It is a complete frivolous waste of this Court's time, and it is meant to derail this proceeding, and it's not going to be allowed. Your objection is going to be sustained. The witness will answer the question. ... [T]here is definitely good cause shown for grounds for this deposition to not be limited to six hours.

(Hr'g Tr. 15:14–16:4.) The Minute Order provides that Ms. Manduca “must testify as a corporate representative in a non-evasive manner,” and the Court read into the record that “the length of the deposition may extend beyond six hours, as needed, per this Court.” (Ex. D; Mot. Ex. 5 at 27:19–23.)

When the deposition resumed and Plaintiffs put the chart to the witness again, she answered directly. Asked whether “[REDACTED]” Ms. Manduca answered, “[REDACTED].” (Manduca Dep. 141:3–9.) The deposition continued until 5:28 p.m. (*Id.* 294:23.) Before it closed, Plaintiffs’ counsel asked for dates to continue the deposition “pursuant to the minute order from today,” and State Farm’s counsel stated that State Farm would abide by the Court’s instruction and asked for guidance “on how much additional time will be allowed.” (*Id.* 285:12–286:10.) State Farm states that Plaintiffs’ counsel “confirmed that she had no more questions for Ms. Manduca.” (Mot. 6.) Counsel in fact ended the day “[REDACTED]” (Ex. C: Manduca Dep. 294:17–20.)

State Farm emphasizes that Ms. Manduca prepared for roughly “75 hours,” meeting with counsel “two to three times a week” beginning in August. (Mot. 11; Manduca Dep. 15:22–16:15.) That cuts against State Farm. A witness that well prepared, who nonetheless would not answer whether her company’s chart reflects what the document says it reflects, is consistent with the Court’s finding that the answers were “meant to derail this proceeding.” (Hr’g Tr. 15:14–18.)

The record is filled with examples showing Manduca was not properly educated. For example, Manduca did not even review her own communications related to industry standards, a topic she was designated for:



Ex. C, Manduca Dep. at 118:14-119:9. This is one of many examples of Manduca's lack of education.

In *West v. State Farm*, Judge Grant Sheperd reviewed "the deposition of Nicole Manduca via audio/video" and, by written order dated October 16, 2026, found that "[t]he witness was completely evasive [and] non-responsive to a majority of [c]ounsel[']s questions during the deposition." (Ex. A.)

Plaintiffs respectfully request that the Court take judicial notice of the West order (Ex. A). The existence and content of an order entered by another Oklahoma district court in a case against State Farm is a matter of public record, is readily verifiable, and is relevant to the issue State Farm asks this Court to revisit: whether Ms. Manduca's deposition conduct was evasive. Plaintiffs do not ask the Court to adopt Judge Sheperd's findings as binding; they ask only that the Court recognize that a second Oklahoma court, reviewing a deposition of the same witness, reached the same conclusion this Court did.

III. ARGUMENT

A. The Court Has Broad Authority Over This Discovery Dispute, and State Farm's Own Authorities Confirm It.

State Farm correctly notes that the Court may reconsider an interlocutory order. (Mot. 6–7.) A trial court's discretion to modify an interlocutory order is within the court's "complete control." *Andrew v. Depani-Sparkes*, 2017 OK 42, ¶ 16, 396 P.3d 210, 218. State Farm's own authorities describe the limits of the remedy. Reconsideration "cannot be used to relitigate old matters, raise argument or present evidence that could have been raised prior to the entry of judgment." *Henderson v. Lockheed Martin Corp.*, No. 6:21-cv-1363-RBD-DCI, 2023 WL 6845234, at *2 (M.D. Fla. Oct. 17, 2023) (internal quotation marks omitted). Nor may it be used "as a means to argue new facts or issues that inexcusably were not presented to the court in the matter previously decided." *Enslin v. Coca-Cola Co.*, No. 2:14-cv-06476, 2016 WL 7042206, at *2 (E.D. Pa. June 8, 2016) (internal quotation marks omitted). In *Enslin*, the court denied reconsideration of a discovery ruling where the movant had been heard at a conference and offered nothing that had been unavailable to it at that time. *Id.* State Farm's counsel was likewise heard before the Court ruled. (Hr'g Tr. 7:17–8:10; 9:18–10:18; 12:20–13:5.)

The Oklahoma Discovery Code provides that "[b]y order, the court may alter the limits on the length of depositions under Section 3230 of this title." 12 O.S. § 3226(B)(2)(a). Section 3230(A)(3) authorizes an extension when "the court finds" obstruction or that extension serves "the interest of justice." In Oklahoma, "the burden of showing 'good cause' is statutorily placed on the party objecting to discovery." *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 17, 174 P.3d 996, 1004. The party opposing discovery "bears the responsibility to establish an impermissible invasion of privacy or 'annoyance, embarrassment, oppression, or undue burden or expense.'" *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶ 22, 944 P.2d 304, 311. That party "must show more than . . . blanket statements to satisfy [its] burden." *Crest Infiniti*, 2007 OK 77, ¶ 18, 174

P.3d at 1004. State Farm did not carry that burden below and does not carry it now. State Farm quotes *YWCA* for the observation that depositions have a “significant potential for abuse.” (Mot. 9.) That language appears in a footnote in which the Court quoted a decision of the Supreme Court of the United States, in a case concerning pretrial discovery of a defendant’s financial records. *YWCA*, 1997 OK 81, ¶ 24 n.41, 944 P.2d at 311 n.41. The holding of *YWCA* is that the burden rests on the party opposing discovery. *Id.* ¶ 22.

B. The Extension Is Supported by Evidence—the Testimony Read Back to the Court and the Court’s Own Questioning of the Witness.

State Farm’s lead argument—that “attorney argument is not evidence” (Mot. 7–8)—misdescribes what happened. The Court did not rely on counsel’s say-so. It heard the questions and the witness’s answers read back by the court reporter, questioned the witness directly, and then ruled. (Hr’g Tr. 6:17–7:16, 15:1–18.) The testimony itself is evidence, and the Court’s evaluation of that testimony is an exercise of the fact-finding function that § 3230(A)(3) entrusts to “the court[’s]” finding.

State Farm’s cases illustrate the point by contrast. In each, a lawyer’s statement was offered in place of evidence the decision-maker never received. In *Cler v. Providence Health System-Oregon*, 245 P.3d 642, 648–49 (Or. 2010), defense counsel told the jury in closing argument what an absent witness would have said, and the court held that counsel had thereby “supplied, at least in general terms, the testimony of a witness who was not subject to oath or cross-examination.” In *Sousa v. Chipotle Services, LLC*, 167 F.4th 1286, 1301 (10th Cir. 2026), a party opposing summary judgment relied on his attorney’s argument at the summary-judgment hearing, rather than admissible evidence, to describe what a jury would hear at trial. In *United States v. Kearney*, 150 F.4th 1328, 1335 (10th Cir. 2025), the government argued that the prosecutor’s arguments cured a jury instruction that omitted an essential element; the court rejected that position because the jury

had been instructed that lawyers' statements and arguments are not evidence and because the court's instructions, not counsel, state the law. *See also id.* at 1338 n.4. None of these cases involved a judge's ruling on testimony the judge personally heard. Here, the Court heard the questions and answers read back and questioned the witness before ruling.

To the extent any party has relied on the unsworn statements of counsel, it is State Farm. Its Motion asserts, through counsel, what Deposition Exhibit 15 means and that the witness answered fairly when the omitted question is considered. (Mot. 3–4, 10–13.) “[U]nsworn statements of counsel in a motion do not constitute evidence.” *Crest Infiniti*, 2007 OK 77, ¶ 10, 174 P.3d at 1002. Under Rule 4(c) of the Rules for District Courts, “[m]otions raising fact issues shall be verified by a person having knowledge of the facts, if possible.” *Id.* ¶ 11, 174 P.3d at 1002 (quoting Rule 4(c)).

C. The Record Refutes State Farm's “No Finding” and “Mischaracterization” Arguments.

State Farm asserts that “[t]he Court made no” finding of obstruction or uncooperativeness. (Mot. 16.) That is incorrect. The Court found the witness's behavior “absolutely evasive” and “meant to derail this proceeding.” (Ex. B: Hr'g Tr. 15:14–18.) Evasion meant to derail a deposition is obstructive and uncooperative within the meaning of § 3230(A)(3), and the same finding supports the “interest of justice” ground. 12 O.S. § 3230(A)(3). Nor is this Court alone in its assessment of this witness: a second Oklahoma court, reviewing a deposition of Ms. Manduca on audio/video, found her “completely evasive [and] non-responsive to a majority of [c]ounsel[']s questions.” (Ex. A.)

State Farm's fallback—that counsel “mischaracterized” Exhibit 15 and that a third question, which was not read back, shows the witness answering “fairly” (Mot. 4, 10–13)—fares no better. The two questions read to the Court asked whether the chart reflects what the document

itself says it reflects. (Hr'g Tr. 6:19–7:15.) The witness did not answer either question. The answer State Farm relies on, “I [REDACTED]” (Mot. 3, 13), came in response to a third question; it does not change the answers the Court heard. In all events, State Farm’s present position that the chart’s plain language does not mean what the document says is a merits argument that confirms why the testimony is needed in the first place. It is not a basis to vacate a finding the Court made after hearing the testimony and questioning the witness.

Before the Court’s directive, the witness answered the two questions read to the Court by stating that State Farm’s reinspection results showed improved quality claim handling. (Manduca Dep. 138:13–139:10.) After the directive, asked whether the chart reflects improved quality claim handling, she answered, “[REDACTED]” (*Id.* 141:3–9.) The directive produced the direct answer the Code is designed to secure.

D. Section 3230(A)(3) Independently Authorizes the Extension; the Motion-to-Compel Process Does Not Cabin the Court’s Supervision of a Deposition Before It.

State Farm argues that the “sole remedy” for an evasive answer is a § 3237(A) motion to compel, preceded by a meet-and-confer, and that the Court therefore lacked authority to extend the deposition. (Mot. 13–16.) The argument misreads the Code. Section 3230(A)(3) is a distinct, freestanding grant of authority that permits the court to “grant an extension” of deposition time limits upon a finding of obstruction, uncooperativeness, or interest of justice. It contains no motion-to-compel prerequisite. Section 3237(A)(3), far from displacing that authority, confirms it: an “evasive or incomplete answer is to be treated as a failure to answer.” The two provisions are complementary. Section 3237 also contemplates that a court may direct a deponent to answer during the deposition itself: a deponent’s failure “to answer a question after being directed to do so by the court in the county in which the deposition is being taken” may be considered a contempt

of that court. 12 O.S. § 3237(B)(1). Reading § 3237 to extinguish the court's § 3230(A)(3) time-extension power would require ignoring the statute the Legislature wrote.

State Farm's sanctions authorities are inapposite because the Court imposed no sanction. (Mot. 15–16.) In *R.W. International Corp. v. Welch Foods, Inc.*, 937 F.2d 11, 15, 19–20 (1st Cir. 1991), the court reversed a dismissal under Federal Rule of Civil Procedure 37(b)(2) because no order compelling the specific discovery at issue had been entered and then violated. In *Helton v. Coleman*, 1991 OK 43, ¶¶ 11, 13–15, 18, 811 P.2d 100, 101–03, the Oklahoma Supreme Court reversed an order taxing jury costs against defense counsel, holding that a motion to compel was a prerequisite to sanctions under the former discovery statute, 12 O.S. Supp. 1982 § 3214, and that counsel were entitled to notice and an opportunity to be heard before sanctions were imposed. The Court here did not dismiss any claim, strike any pleading, or assess fees or costs against anyone. It sustained a responsiveness objection, directed the witness to answer, and declined to limit the deposition to six hours. Moreover, the procedural protections that were absent in *Helton* were present here: State Farm had notice of the dispute and its counsel was heard before the Court ruled. (Hr'g Tr. 7:17–8:10; 9:18–10:18; 12:20–13:5.)

The meet-and-confer requirement is likewise beside the point. It is a precondition to filing a § 3237(A) motion to compel, not a limit on the Court's authority to manage a corporate representative deposition which was not quashed taking place in the courthouse so that the Court could address disputes as they arose. (Mot. Ex. 5 at 4:22–5:4.) In any event, the dispute was presented on the record, and counsel for both sides were heard before the Court ruled. (Hr'g Tr. 4:2–15:13.)

E. The Extension Is Proportional and Cabined; There Is No “Unlimited Additional Deposition.”

State Farm’s proportionality argument (Mot. 9–11, 16–17) attacks a straw man. The Minute Order did not order a “temporally unlimited” new deposition; it provided that the deposition “may extend beyond six hours, as needed.” (Ex. D; Mot. Ex. 5 at 27:19–23.) When the deposition closed, no date had been set for additional time, and State Farm’s counsel asked for the Court’s guidance on how much additional time would be allowed. (Manduca Dep. 285:12–286:10.) To the extent further time is needed to complete topics the witness’s evasiveness frustrated, Plaintiffs propose that it be limited to an additional 3-4 hours of deposition time on the topics Manduca was designated for her failure to testify non-evasively and for State Farm’s failure to properly educate the witness.

The proportionality factors, 12 O.S. § 3226(B)(1)(a), favor Plaintiffs. This case concerns State Farm’s Fire Model Enhancement wind/hail tactics, which State Farm expanded to all states in December 2020. (Manduca Dep. 126:14–23.) The Court has described the case as “of paramount importance.” (Mot. Ex. 5 at 29:7–16.) The relevant information is State Farm’s, and Ms. Manduca is State Farm’s designated corporate representative on the Fire Model Enhancement topics. (Hr’g Tr. 6:1–3.) Against those factors, the marginal burden of completing the examination of a thoroughly prepared corporate witness is slight—particularly where the need for additional time was created by the witness’s own evasiveness.

As one of State Farm’s own authorities explains, when one party holds far more of the relevant information, “the burden of responding to discovery lies heavier on the party who has more information, and properly so.” *Agerbrink v. Model Service LLC*, No. 14 Civ. 7841 (JPO) (JCF), 2017 WL 933095, at *4 (S.D.N.Y. Mar. 8, 2017) (quoting Fed. R. Civ. P. 26 advisory committee’s note to 2015 amendment). Weighed on this record, the proportionality factors support

the Court's ruling. State Farm's "nearly twelve hours already" figure (Mot. 17) combines two different corporate representatives designated on different topics (Manduca Dep. 16:22–17:4) and does not account for the time consumed by answers the Court found evasive. State Farm chose to designate two different witnesses, explicitly agreeing to conduct twelve hours of corporate representative testimony, and that should not be held against Plaintiffs when pursuing additional and reasonable time.

State Farm's only authority for applying a proportionality limit to an extension of deposition time is *Dike v. City of Los Angeles*, No. 2:24-cv-05394-KK-AJR, 2025 WL 3211449 (C.D. Cal. July 14, 2025). (Mot. 9–10.) In *Dike*, a pro se plaintiff delayed the deposition by two hours with an emergency motion the court found improper, questioned the officer about his sex life and family, accepted defense counsel's offer of fifteen additional minutes, and concluded the deposition voluntarily without objection. *Id.* at *1–5. The court held that the plaintiff's own conduct, not the witness's, accounted for the lost time. *Id.* at *3. The court also noted that the federal rule "mandates" that courts "allow additional time . . . if needed to fairly examine the deponent or if the deponent, another person, or any other circumstance impedes or delays the examination." *Id.* (quoting Fed. R. Civ. P. 30(d)(1)). Here, the Court found that the witness impeded the examination.

Nor do *Werner* or *Chick-fil-A* change the analysis. Each addressed an order compelling the production of documents. In *Werner*, the Supreme Court held a production order unenforceable because the trial court had not considered the proportionality factors in § 3226(B)(2)(c), and it directed the trial court to consider them. (Mot. Ex. 6.) In *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, ¶¶ 15–16, 589 P.3d 138, 141–42, the Court held that the trial court abused its discretion by compelling production in response to a request that was "overly broad on its face" without

requiring the requesting parties to show how the request was relevant to a claim or defense. Neither decision concerned the length of a deposition. And the relevance of the testimony here is not in question: Ms. Manduca is State Farm's designated representative on the program at the center of this case, and the question concerned State Farm's own document.

F. The Minute Order's Discovery Findings Are Proper Case Management; Plaintiffs Stand Ready to Prove the Deficiencies; and "Full Compliance" Is Not "Strict Liability."

The Minute Order's statements that "discovery continues to be an issue" and that the Court "has been presented with evidence of white box redactions, no meta data, no privilege log, and others" (Ex. D) reflect the Court's own observations at the October 1 hearing. Before any minute order was presented, the Court stated that "discovery continues to be an issue in this case," that "[t]he order of this Court was full and flawless production," and that, "[i]nstead of compliance," the Court was dealing with "issues of white boxing," "questions regarding the authenticity of the production without metadata," and "failing to comply with privilege logs." (Mot. Ex. 5 at 8:2–12.) The Court then read the Minute Order into the record and added to it before signing. (*Id.* 27:2–23.) These are case-management statements, not sanctions findings requiring an evidentiary hearing. A court supervising discovery is entitled to note the issues before it and to order compliance.

Finally, the Minute Order's reference to "full and flawless compliance" does not, as State Farm contends, impose "strict liability" or demand metaphysical perfection. (Mot. 19–20.) Read in context, it refers to the Court's prior production orders. The Court explained that "[t]he order of this Court was full and flawless production," and that, "[i]f production had been flawless from day one," it "would have given State Farm the benefit of the doubt." (Mot. Ex. 5 at 8:5–6, 21:19–22.) State Farm's ESI authorities do not hold otherwise. Each addressed, after the fact, whether a party's search for documents had been reasonable; none held that a court may not direct a party to comply fully with the court's production orders. One of them describes the obligation as "a good faith,

diligent commitment to produce all responsive documents uncovered when following the protocols to which the parties have agreed, or which a court has ordered.” *Federal Housing Finance Agency v. HSBC North America Holdings Inc.*, Nos. 11 Civ. 6189 (DLC) et al., 2014 WL 584300, at *2 (S.D.N.Y. Feb. 14, 2014). Another held that, in the context of non-production of electronically stored information, negligence is sufficient to constitute misconduct, reasoning that if only intentional misconduct were penalized, “a party’s incentive would be to do the bare minimum in complying with its obligations.” *Adidas America, Inc. v. Thom Browne, Inc.*, 742 F. Supp. 3d 352, 364, 366 (S.D.N.Y. 2024). If State Farm is concerned about the phrasing, the remedy is clarification, not vacatur.

G. No Stay Is Warranted.

State Farm asks the Court to stay the Minute Order until State Farm “has exhausted its remedies for review by appellate courts.” (Mot. 20.) State Farm grounds that request in § 3226(C)(1). (*Id.*) That provision authorizes a protective order only “[u]pon motion by a party . . . accompanied by a certification that the movant has in good faith conferred or attempted to confer, either in person or by telephone, with other affected parties in an effort to resolve the dispute without court action, and for good cause shown.” 12 O.S. § 3226(C)(1).

State Farm’s Motion contains no such certification, although State Farm faults Plaintiffs for not conferring before seeking the Court’s guidance. (Mot. 14 n.4.) Nor has State Farm shown good cause. Completing the examination of a corporate representative who has already testified is a modest burden, not an irreparable injury. State Farm cites two orders of the Oklahoma Supreme Court granting stays in other matters (Mot. 20 n.8); neither is attached, and State Farm does not explain how either applies here. A stay would further delay a case the Court has described as “of paramount importance.” (Mot. Ex. 5 at 29:7–16.)

Furthermore, there is no absolute right to a stay under Oklahoma law. *See Mapco, Inc. v. Means*, 1975 OK 109, ¶¶ 15-16, 538 P.2d 593. “The power to stay a case is ‘incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.’” *Walker v. Merck & Co., Inc.*, No. 05-CV-360-DRH, 2005 WL 1565839, at *2 (S.D. Ill. June 22, 2005) (Herndon, J.) (citing *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936)). Courts consider judicial economy and potential prejudice or hardship to the parties. *Id.* The request should be denied. State Farm’s Motion fails to meet the burden required for an emergency stay.

IV. CONCLUSION.

For the foregoing reasons, Plaintiffs respectfully request that the Court deny State Farm’s Motion to Reconsider and Stay the October 1, 2026 Minute Order in its entirety.

Respectfully submitted,

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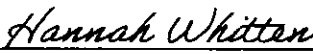
CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of October, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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ATTORNEYS FOR DEFENDANTS



Hannah Whitten

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

OCT 16 2026

By

[Signature]

Nail Lacy West,
Plaintiff,

Attorney for Plaintiff

vs.

Case No. CJ-25-135

State Farm et al
Defendant.

Attorney for Defendant

COURT ORDER

★ Clerk to make a
copy of this order
to counsel for the
parties.

DATE: 10-16-26

- The Court, after reviewing the deposition
of Nicole Manduca via audio/video,
as follows: The witness was
evasive & non-responsive to
Counsel's questions during the
deposition. Counsel's conduct
does not rise to the level of
a deposition proceeding.

entry of this Court
is vacated/ recalled.

- Lastly, the Court
available via phone
Microsoft Teams
deposition scheduled

10-22-26

EXHIBIT

A

Page 1 1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA 2 3 BILLY & LACY HURSH, 4 Plaintiffs 5 vs. No. CJ-2025-2626 6 STATE FARM FIRE AND CASUALTY COMPANY; MARK D. WELTY; and 7 MARK D. WELTY INSURANCE AGENCY, INC., 8 Defendants. 9 10 11 HEARING ON RESPONSIVENESS OF DEPONENT'S ANSWERS TO PLAINTIFF COUNSEL'S QUESTIONS BEFORE HONORABLE JUDGE AMY PALUMBO On October 1, 2026, beginning at 11:18 a.m. In Oklahoma City, Oklahoma 12 13 14 15 APPEARANCES: 16 Appearing on behalf of the PLAINTIFFS 17 Hannah Whitten 18 Reggie N. Whitten 19 Blake Sonne 20 Michael Burrage 21 Autumn Hobbs, Legal Assistant 22 WHITTEN BURRAGE 23 512 North Broadway, Suite 300 Oklahoma City, Oklahoma 73102 405-516-7810 hwhitten@whittenburrage.com Rwhitten@whittenburrage.com bsonne@whittenburrage.com mburrage@whittenburrage.com 24 25 (Appearances continued on next page)	Page 3 1 CONTINUED APPEARANCES: 2 3 Appearing on behalf of the DEFENDANTS AND THE WITNESS 4 Tiffany Lynne Powers 5 ALSTON & BIRD, LLP 6 1201 West Peachtree Street NW Atlanta, Georgia 30308 7 404-881-7000 tiffany.powers@alston.com 8 9 Also present: Walter Haskins (via Zoom) Mark Romano (via Zoom) 10 11 Videographer: Kaleb Pianalto 12 Reported By: Becky Dame Steinkamp, CSR, RPR 13 14 15 16 17 18 19 20 21 22 23 24 25
Page 2 1 CONTINUED APPEARANCES: 2 3 Appearing on behalf of the Plaintiffs 4 R. Ryan Deligans 5 DURBIN, LARIMORE & BIALICK 6 920 North Harvey Oklahoma City, Oklahoma 73102-2610 405-235-9584 Rdeligans@dlb.net 7 8 Appearing on behalf of the PLAINTIFFS 9 Joseph E. White, Jr. 10 WHITE & WEDDLE 630 N.E. 63rd Street 11 Oklahoma City, Oklahoma 73105 405-858-8899 janie@whiteandweddle.com 12 13 Appearing on behalf of the DEFENDANTS AND THE WITNESS 14 Lance E. Leffel 15 GABLEGOTWALS BOK Park Plaza 16 499 W. Sheridan Avenue, Suite 2200 Oklahoma City, Oklahoma 73102 17 405-235-5500 lleffel@gablegotwals.com 18 19 Appearing on behalf of the DEFENDANTS AND THE WITNESS 20 Erica B. Zolner 21 REDGRAVE LLP 230 West Monroe Street, Suite 210 22 Chicago, Illinois 60606 773-720-9169 Ezolner@redgravellp.com 23 24 25 (Appearances continued on next page)	Page 4 1 PROCEEDINGS 2 THE COURT: Thank you, folks. Please be 3 seated. 4 All right, guys. What can I do for you? 5 MS. WHITTEN: Hi, Your Honor. 6 THE COURT: Hello. 7 MS. WHITTEN: I hate to bother you, but I 8 just want to give you an example of one of the 9 issues we're facing here today, Your Honor. This is 10 Exhibit 15, and I'm reading from the page that is 11 shown in front of you. There's a second chart on 12 this page that shows a reduction in total roof 13 payments to partial roof, and I asked the witness, 14 "Does this State Farm chart, which reflects a 15 reduction in total roof replacements, reflect 16 improved quality claim handling?" This chart above 17 notes that the results are reflective of improved 18 quality claim handling. I'm simply asking her if 19 this chart says what it says in plain English, "yes" 20 or "no," and I cannot get a "yes" or "no." I've 21 objected to responsiveness several times. 22 I told the witness that her attorney is 23 entitled to cross her -- or redirect her, which is 24 exactly what happened Tuesday, and ask for an 25 explanation of her answer, but I'm entitled to ask a

EXHIBIT

B

PROFESSIONAL REPORTERS

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Page 5 1 corporate representative "yes" or "no," does this 2 document say what it says, and all I'm getting are 3 explanations and long answers that are not a "yes" 4 or "no." 5 So I'm looking for guidance because this 6 has been an issue that has been repeated throughout 7 these depositions, that when we ask a witness, 8 "'Yes' or 'no,' does this document say what it 9 says?" we do not get a "yes" or "no" answer. And 10 they're coached to repeat back and forth "It shows 11 greater accuracy," "This shows greater knowledge of 12 our reinspection results." 13 And so I'm hoping the Court can provide us 14 guidance on our ability to ask a corporate 15 representative a "yes" or "no" question and get a 16 "yes" or "no" answer. 17 THE COURT: Okay. And just for clarity, 18 we've got a corporate representative deposition 19 taking place here today? 20 MS. WHITTEN: Yes, Your Honor. 21 THE COURT: And we did on Tuesday, as 22 well? 23 MS. WHITTEN: Yes, Your Honor. 24 THE COURT: Okay. And the corporate 25 representative today is who?	Page 7 1 [REDACTED] 2 [REDACTED] 3 [REDACTED] 4 [REDACTED] 5 [REDACTED] 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 [REDACTED] 11 [REDACTED] 12 [REDACTED] 13 [REDACTED] 14 [REDACTED] 15 [REDACTED] 16 (End of readback) 17 MR. LEFFEL: With that, Your Honor, I 18 would direct the Court to some authorities on this 19 issue, which is part of why we asked for a protocol 20 in these cases. 21 I cite to the Court State Farm Mutual Auto 22 versus Daughtry. It is a Northern District of 23 Oklahoma case from 2006. And that Court advocates 24 -- the Court specifically said -- the Court 25 emphasized that "There is no rule requiring a
Page 6 1 MS. WHITTEN: Nicole Manduca. She is 2 designated for all the Fire Model Enhancement 3 topics. This is a Fire Model Enhancement document 4 discussing the tactics that they implemented and the 5 reduction of total roof replacements. 6 THE COURT: Thank you. 7 Your response, sir? 8 MR. LEFFEL: I do. May I start by asking 9 Ms. Dame to repeat the last question and answer from 10 the record? 11 MS. WHITTEN: Would you actually read the 12 last two? Because I objected to responsiveness 13 twice, so the Court can hear the trouble we're 14 having about getting these answers. 15 Sorry, Becky. I know this is a court 16 reporter's nightmare. 17 (Whereupon, reporter read back the 18 previous two questions and answers, as follow:) 19 [REDACTED] 20 [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 [REDACTED] 25 [REDACTED]	Page 8 1 deponent to restrict answers to one-word responses 2 and that deposing counsel cannot misrepresent the 3 rules to force a particular answer to form." 4 I would also cite to the Court Alexander 5 versus FBI, a 1998 case out of the District of DC, 6 where the key holding was that a witness cannot be 7 compelled to submit a different answer to a question 8 simply because plaintiffs were hoping to receive a 9 different answer or unable or unwilling to find an 10 answer to the question elsewhere in the deposition. 11 MR. WHITE: I want to say one thing here, 12 Judge. 13 THE COURT: Yes, sir. 14 MR. WHITE: Part of the purpose of 15 discovery in doing these depositions is trying to 16 streamline the presentation of evidence to a jury, 17 and you -- you are allowed as an advocate to ask 18 State Farm, this corporate representative, a "yes" 19 or "no" question as to documents that they produced, 20 so we know that they will agree, and we get to tell 21 the jury "State Farm will tell you this." 22 You can't do that with these -- with these 23 answers that she's getting. This -- this kind of is 24 a culmination of this morning where Ms. Whitten has 25 to "I respectfully object to your response. It's a

1 'yes' or 'no' question." Page 9 2 And this is be exactly what we've been 3 listening to through the morning when this witness 4 is asked a very appropriate structured "yes" or "no" 5 question that will allow us to be able to frame 6 issues for the jury in a manner that we know we can 7 hold them accountable for because we have the "yes" 8 or "no" answer, and they're refusing to do that. 9 And I believe under the Discovery Code, 10 she is asking a very appropriate and proper 11 question, and they're being combative, with all due 12 respect to my colleague -- the witness -- not my 13 colleague, but the witness is being combative on 14 answering the question appropriately, and we're 15 asking for the Court's help, the Court's guidance, 16 that they should be directed to answer the question 17 "yes" or "no." It's a -- 18 MR. LEFFEL: Your Honor -- 19 MR. WHITE: -- straightforward question. 20 MR. LEFFEL: Sorry about that, Joe. 21 Yeah, I mean, they tell you of no 22 authority that says that a witness is not allowed to 23 use their own words to provide context to their 24 answers, and I have cited specific authority to this 25 Court that says that it's inappropriate to say, "You	1 Oklahoma Discovery Code, specifically 3237A.3., is Page 11 2 that witnesses don't get to provide evasive answers. 3 And I think that Ms. Becky read you back an evasive 4 answer, and that's what Ms. Whitten is asking this 5 Court for, is to stop the evasiveness. 6 She can rattle on all kinds of stuff, but 7 she doesn't get to do that in a witness chair in 8 front of our jury. And the Courts needs -- I feel 9 like the request is the Court describe guidance that 10 you don't get to be evasive here, just like you're 11 not going to be evasive in front of the jury. We 12 get to hold you accountable for yeses and nos and to 13 provide a complete answer if that is what they 14 believe she needs to do. That's the purpose of 15 redirect. 16 Ms. Whitten had to ask three times. And 17 what does that do? That cuts into our time. 18 Because we're trying to comply with the Oklahoma 19 Discovery Code. And every time she has to rerepeat 20 a question because of an evasive answer, it only 21 cuts into time. It frustrates the discovery 22 process, and that should not be tolerated by this 23 Court or any Court. 24 And so, with all due respect to my friend, 25 Lance and counsel, 3237A.3. does not permit these
1 have to answer this question with one word." Page 10 2 I mean, we saw this in the last deposition 3 of Ms. Manduca in West where it was suggested that, 4 you know, counsel was giving her the answer. Just 5 repeat my answer back to you. That's not the 6 purpose of a deposition. She's allowed to provide 7 context. The authority says that it is 8 inappropriate to tell a witness that they have to 9 use one-word answers. 10 She's trying to answer the question to the 11 best of her ability. There's been numerous 12 instances today when the question was merely, "Is 13 that what the document says?" where she says, "Yes, 14 I see where that's -- where that's written there." 15 I think that this question was framed a 16 little differently, and she's providing her context 17 and her understanding of the document which is what 18 she's supposed to do as a corporate representative. 19 MR. DELIGANS: May I address counsel's 20 statement on not providing you authority? 21 THE COURT: Sure. 22 MR. DELIGANS: Again, I don't have a tie 23 on today. I want to apologize for not having a tie. 24 THE COURT: That's fine. 25 MR. DELIGANS: But the spirit behind the	1 evasive answers. And I would suggest that that is Page 12 2 the authority this Court can rely upon to direct 3 this witness to stop being evasive and start being 4 direct. Direct questions, direct answers that are 5 true. That's all we're asking for. 6 MR. LEFFEL: I didn't hear it -- 7 MS. WHITTEN: Your Honor -- 8 MR. LEFFEL: I'm sorry. 9 MS. WHITTEN: -- Mr. Leffel is aware of 10 the law that Mr. Deligans relies on because, when we 11 produce our plaintiffs in depositions, we get asked 12 "yes" or "no" questions, and they object to 13 responsiveness. Where is the law that they're now 14 relying on that the witness doesn't have to answer a 15 "yes" or "no" questions? We've engaged in countless 16 depositions of our plaintiffs, and it is ridiculous 17 for State Farm to take the position here today that 18 a lawyer is not entitled to ask a "yes" or "no" 19 question and get a "yes" or "no" answer. 20 MR. LEFFEL: I didn't hear it, Your Honor, 21 that segment that was read, but what I remember 22 Ms. Manduca saying was, "I don't agree that that's 23 what the document says." I mean, that is a way of 24 saying "yes" or "no" in her own words. 25 And, again, the case law says you can't

Page 13 1 tell the witness that you can only answer -- you can 2 only give a one-word answer. I mean, you're allowed 3 to provide context. And the remedy is to ask a 4 follow-up question, ask your question in a different 5 way. 6 MR. DELIGANS: But, actually, Judge, the 7 Discovery Code says the remedy is that it's treated 8 as a failure to answer. It's a failure to answer 9 because my friend Blake said I was right on the law. 10 It's a failure to answer. And we would like 11 instructions to our jury and admonishment to the 12 witness and instruction to the jury that anything 13 that her failing to answer is deemed to be 14 against -- just like if you failed to answer a 15 Request for Admission, it's deemed admitted. 16 And, Judge, I just think today -- I'm not 17 trying to get emotional, but I think it would help 18 if you provided this witness and this team over here 19 guidance of what you expect answers to be, and that 20 we have complied with the Discovery Code. And that 21 section specifically says, "an evasive or incomplete 22 answer is to be treated as a failure to answer." 23 Did I read that right, Blake? 24 MR. SONNE: You did. 25 MR. DELIGANS: Okay. Sorry. That's for	Page 15 1 THE COURT: Okay. How many times -- just 2 so that I have an idea of what exactly the breadth 3 and the depth it is that I'm dealing with here, how 4 many times has your witness been deposed in her 5 life? Dozens? Hundreds? 6 MR. LEFFEL: You can answer. I can't 7 answer for you. 8 THE COURT: Have you lost count? 9 THE WITNESS: Six times. 10 THE COURT: Six times. How many times 11 have you testified in trial? 12 THE WITNESS: Never. 13 THE COURT: All right. 14 It is the opinion of this Court that this 15 is absolutely evasive behavior. It is a complete 16 frivolous waste of this Court's time, and it is 17 meant to derail this proceeding, and it's not going 18 to be allowed. 19 Your objection is going to be sustained. 20 The witness will answer the question. The whole 21 purpose of the ability of your counsel to follow up 22 and flush out whatever you would like, I'm not going 23 to curtail that. 24 It appears that, while things have been 25 real quiet on the other side of this wall, things
Page 14 1 the record. 2 THE COURT: Anything further? 3 MR. LEFFEL: No, Your Honor. 4 THE COURT: Okay. I just have a couple 5 questions. 6 So, again, who all -- I've got lawyers in 7 my courtroom who I don't know. I've got folks in my 8 courtroom who I do not recognize. So who all do I 9 have here? I've got three State Farm lawyers? 10 Lance, you, and you two ladies? 11 MS. ZOLNER: That's right. 12 MR. LEFFEL: Ms. Zolner and Ms. Powers. 13 MS. POWERS: Yes, Your Honor. 14 THE COURT: Okay. And then -- 15 THE VIDEOGRAPHER: I'm just the 16 videographer. 17 THE COURT: You're the tech guy. Okay. 18 I'm just curious. Just for a little bit 19 of background knowledge, do we consider this witness 20 a professional witness? 21 MR. LEFFEL: I don't know what that means. 22 I mean, she's an employee of State Farm who's been 23 designated as a corporate representative. 24 MS. WHITTEN: And she's been a previous 25 corporate representative for State Farm.	Page 16 1 have perhaps not gone as well as I had hoped. So to 2 that effect, the Court's opinion is that there is 3 definitely good cause shown for grounds for this 4 deposition to not be limited to six hours. And I'm 5 not excited about having any extra time take place 6 in some other state. So that's -- my position has 7 been very clear. Just because something is 8 discoverable does not necessarily mean it's going to 9 be admissible. 10 And I have been doing a lot of thinking 11 about preparation for this trial, and we're actually 12 going to make a totally separate record on that, and 13 I'd like to do that right now, so let's shift gears. 14 (HEARING CONCLUDED AT 11:32 A.M.) 15 16 17 18 19 20 21 22 23 24 25

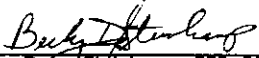
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CERTIFICATE

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, Becky Dame Steinkamp, Certified
Shorthand Reporter within and for the State of
Oklahoma, do hereby certify that the above and
foregoing hearing was by me taken in shorthand and
thereafter transcribed; that I am not an attorney
for nor relative of any of said parties or otherwise
interested in the event of said action.

IN WITNESS WHEREOF, I have hereunto set my
hand and official seal this 7th day of October,
2026.


Becky Dame Steinkamp, CSR, RPR

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

**PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT STATE FARM FIRE &
CASUALTY COMPANY'S MOTION TO RECONSIDER AND STAY THE COURT'S
OCTOBER 1, 2026 MINUTE ORDER**

EXHIBIT C

FILED UNDER SEAL

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Hursh

Petitioner(s)

Hannah Whitten, Maggie Whitten Blake Smith

Attorney(s) for Petitioner

-VS-

Case No. CJ-2075-

State Farm, et al.

Respondent(s)

Lance Leffel, Erica Tolner, Tiffany

Attorney(s) for Respondent

FILED IN DISTRICT COURT

OKLAHOMA COUNTY

COURT MINUTE

Date:

10/1/26

Judge

Palumbo

OCT - 1 2026

Hearing On:

Discovery, Witnesses, and media

RICK WARREN
COURT CLERK

Ruling By Court:

115

Discovery continues to be an issue. This Court ordered full and flawless compliance with production. This court has been presented with evidence of white box redactions, no meta data, no privilege log, and others.

On media, parties to submit briefs 10 pages or less about positions on the media.

Court put media guardrails now, and allow media potentially parties to meet

and confer on these issues prior to submission of briefs, to determine what they agree on.

This Court expects witnesses to appear live.

This Court orders that Nicole Manduca must testify as a corporate representative in a non-evasive manner.

one potential possibility to allow court to stop

within 40 days

as needed, in the

Hannah Whitten

Plaintiffs

State Farm

The Court

EXHIBIT

D

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

NOTICE OF DEPOSITION

Pursuant to 12 O.S. § 3230(C), Plaintiffs Billy Lacy Hursh ("Plaintiffs") will take the deposition(s) upon oral examination by notice and agreement of **Defendant State Farm Fire and Casualty Company Corporate Representative Nicole Manduca** on **Thursday, October 1, 2026**, beginning at 9:00 a.m. Central Time at the following location:

OKLAHOMA COUNTY COURTHOUSE
320 Robert S. Kerr Avenue
Courtroom 809, 8th Floor
Oklahoma City, Oklahoma 73102

Defendant shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which that person will testify. The person(s) so designated shall testify as to matters known or reasonably available to Defendant.

This deposition(s) is to be used as evidence in the trial of the above action, will be recorded by sound and transcribed by stenographic means, will be videotaped, and will be taken before an officer authorized to administer oaths, and will continue for the time permitted by the laws of the

State of Oklahoma, including the Oklahoma Discovery Code. The deposition(s) will commence at 9:00 a.m., until such deposition(s) are completed.

Each such officer, agent or other person produced by Defendant to so testify under 12 O.S. § 3230(C) has an affirmative duty to have first reviewed all documents, reports, and other matters known or reasonably available to Defendant, along with all potential witnesses known or reasonable available to Defendant in order to provide informed binding answers at the deposition(s). Pursuant to 12 O.S. § 3230(C)(5), Defendant 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 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. All objections made at the time of any examination to the qualifications of the officer taking the examination, to the manner of the taking of the deposition, to the evidence presented, to the conduct of any party, or to any other aspect of the proceeding shall be noted by the officer upon the record of the deposition, but the examination shall proceed with the testimony being taken subject to the objections made. Any objection during the examination must be stated concisely and in a non-argumentative manner and non-suggestive manner.

DEFINITIONS

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 You (along with Documents supportive thereof), as described in the Action, whether submitted directly to You or through Agent, arising from the Dwelling and/or Policy.
5. **“Claim File”** shall mean the Documents You keep and maintain with respect to a claim for indemnity under a policy of insurance coverage You have issued, which include (but are not limited to):
 - a. Communications between You and insured;
 - b. Communications between Your Claims Handling Personnel;
 - c. claim diary or log;
 - d. reports prepared by You or anyone You retained to perform work on the claim (including any contractors or engineers);
 - e. witness statements;
 - f. adjuster’s file;
 - g. field file and/or notes;

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

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

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

7. **"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 Plaintiff(s) 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 Defendant State Farm Fire & Casualty Company (“State Farm”), as well as:

- a. all Persons acting on behalf of or purporting to act on behalf of State Farm. (including but not limited to agents, 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 State Farm;
- c. all Persons acting on behalf of or purporting to act on behalf of any merged or acquired predecessors, successors, and/or divested facilities, divisions, or subsidiaries of State Farm; and
- d. all Persons serving or having served on any governing board of any State Farm.

EXHIBIT A
DEPOSITION
TOPICS

TOPIC NO. 2. Your comparison, analysis, and/or review of industry standards on percentage of Full Roof Replacements to Your internal standard on percentage of Full Roof Replacements and identification of an opportunity for internal quality improvement by seeking to lower Your percentage of approvals for full roof replacements to the industry standard and/or to a related benchmark.

TOPIC NO. 3. Your Wind/Hail Kickoff, The Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative for the kickoff in Dallas County, Texas, including (but not limited to):

- a. Your testing and/or pilot initiatives conducted in Texas to test loss reduction or quality strategies related to wind/hail claims on Dwelling roofs and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims
- b. Your expansion of loss reduction or quality strategies and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims into other states;
- c. Your tracking of data, return on investment, effectiveness, quality, and/or other metrics related to loss reduction and/or quality relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims
- d. any Cost/Benefit Analyses relating to lowering indemnity payments and/or improving quality related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement

approval percentages, and/or lowering total roof payment volume on wind/hail claims You conducted, commissioned, or produced related to the Wind/Hail Kickoff.

- e. Any auditing of claims involving denials of total or full roof replacements;

TOPIC NO. 4. The targeting of certain all states in the United States and implementation of the Fire Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs, including but not limited to:

- a. Your testing and/or pilot initiatives conducted in states to test loss reduction and/or quality strategies related to wind/hail claims on Dwelling roofs and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims
- b. Your expansion of loss reduction and/or quality strategies and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims into other states;
- c. Your tracking of data, return on investment, effectiveness, and other metrics related to loss reduction and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims
- d. any Cost/Benefit Analyses relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims You conducted, commissioned, or produced related to states.
- e. Any auditing of claims involving denials of total or full roof replacements.

TOPIC NO. 5. The targeting of Oklahoma as a state and implementation of the Fire

Model Enhancement - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other similarly named initiatives or programs after implementation in Texas, including:

- a. Your testing and/or pilot initiatives conducted in Oklahoma to test loss reduction and/or quality strategies related to wind/hail claims on Dwelling roofs and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims in Oklahoma.
- b. Your expansion of loss reduction and/or quality strategies and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims in Oklahoma.
- c. Your tracking of data, return on investment, effectiveness, and other metrics related to loss reduction and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims in Oklahoma.
- d. any Cost/Benefit Analyses relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims You conducted, commissioned, or produced related to the Oklahoma.
- e. Any auditing of claims involving denials of total or full roof replacements.

TOPIC NO. 6. Your Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives from January 1, 2019 to the present regarding or relating to:

- a. implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any

- hail quality focus initiatives in Texas;
- b. implementation of Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiatives in Oklahoma;
- c. claims handling tactics or rules used related to such initiatives or plans;
- d. Fire Model Enhancement Guidelines;
- e. Wind/Hail Focus Models; and/or
- f. tracking of indemnity savings, tracking of the total or full roof replacement to partial roof replacement ratio, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims.
- g. Any auditing of claims involving denials of total or full roof replacements;

TOPIC NO. 7. The Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative referencing Oklahoma from January 1, 2019 until the present, including plans to implement such initiatives or plans in Oklahoma, implementation in Oklahoma, tracking of indemnity savings in Oklahoma, tracking of the total or full roof replacement to partial roof replacement ratio in Oklahoma, tracking of full roof replacement approval percentages, and/or tracking of total roof payment volume on wind/hail claims in Oklahoma.

TOPIC NO. 8. Any Quality plan(s), program(s), and/or initiative(s) to improve “quality” and/or reduce or track indemnity payments on wind/hail claims, reduce or track the total or full roof replacement to partial roof ratio, reduce or track full roof replacement approval percentages, and reduce or track nationwide total roof payment volume on wind or hail claims from January 1, 2019 to the present.

TOPIC NO. 9. Your Wind/Hail claims Focus Models, including the Fire Model Enhancement – Wind/Hail, pertaining to homeowners' claims from 2019 to present, including all presentations, internal memos, or related documents.

TOPIC NO. 10. Your policies, procedures, and/or methods to review and/or track percentages of total or full roof replacements by individual adjusters, managers, or others adjusting or supervising wind/hail claims, including recommendations, approvals, or similar type of review, tracking, or analysis related to total or full roof

replacements on wind/hail claims.

TOPIC NO. 11. Your review, monitoring, and/or tracking of the percentages of total or full roof replacements by individual adjusters, managers, or other adjusting or supervising on wind/hail claims.

TOPIC NO. 12. Your auditing of claims involving denials of total or full roof replacements by individual adjusters, managers, or other adjusting or supervising on wind/hail claims.

TOPIC NO. 13. Any review and/or tracking of percentages of total or full roof replacements by individual adjusters, managers or others adjusting or supervising wind/hail claims in Oklahoma, including recommendations, compensation or bonuses, performance reviews, approvals, or similar type of review, tracking, or analysis related to total or full roof replacements on wind/hail claims.

TOPIC NO. 14. Total Roof Payment volumes on Wind/Hail claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.

TOPIC NO. 15. Total or Full Roof Replacement to Partial Roof Replacement Ratio on Wind/Hail Claims from January 1, 2019 to the present, including nationwide and state specific tracking of such ratios.

TOPIC NO. 16. Wind and Hail Full Roof Replacement Percentage from January 1, 2019 to the present, including nationwide and state specific tracking of such percentages.

TOPIC NO. 17. Your financial savings (and future financial savings) tied to improved quality and/or reduction in indemnity payments on wind/hail claims, reduction in the total or full roof replacement to partial roof ratio, nationwide total roof payment volume, and/or reduction of the full roof replacement percentage on wind or hail claims from January 1, 2019 to the present

TOPIC NO. 18. Your Fire Model Enhancement -Wind/Hail, the Wind and Hail Fire Model Enhancement Team, Hail Focus Initiative and/or Hail Initiative and/or any hail quality focus initiative from January 1, 2019 until the present time. (or Wind/Hail Quality Focus Initiative), and/or programs of similar titles, including (but not limited to) the following:

- a. its origins, purpose, mandate, and/or function;

- b. its membership, organizational structure, and assigned roles;
- c. its outcomes, recommendations, and/or conclusions;
- d. any Cost/Benefit Analyses You conducted, commissioned, or produced related to it and/or relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims and/or any of its outcomes, results, tracking, recommendations, and/or conclusions;
- e. Any auditing of claims involving denials of total or full roof replacements.

TOPIC NO. 19. Your Fire Model Enhancement -Wind/Hail and/or Wind/Hail Fire Model Enhancement Team ("WHMET"), including (but not limited to) its membership, focus, mandate, findings, recommendations, and resulting programs. This includes (but is not limited to) the following:

- a. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations regarding common findings regarding roof damage estimates and State Farm's use of Xactimate;
- b. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations regarding procedures for hail claims requiring management review when weather reports showed hail or a certain size;
- c. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations that
wind claims require management approval of claim payments for roofs;
- d. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations regarding all wind/hail claims including an AccuWeather report in the claim file to determine hail size on the reported date of loss;
- e. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations regarding State Farm's use of HAAG training for all claims handlers for work on wind/hail claims;
- f. the Fire Model Enhancement -Wind/Hail **and/or** WHMET's recommendations regarding review of claim files, survey results, and re inspection results for opportunities to retrain Claims Handling Personnel;

- g. Your Quality Plans, including (but not limited to) their development and use;
- h. any Cost/Benefit Analyses relating to lowering indemnity payments related to roofs and/or lowering the total or full roof replacement to partial roof replacement ratio, lowering full roof replacement approval percentages, and/or lowering total roof payment volume on wind/hail claims that You conducted, commissioned, or produced related to the Fire Model Enhancement -Wind/Hail or WHMET and/or any of its recommendations.
- i. All Fire Model Enhancement Guidelines for Wind/Hail.
- j. All Fire Property Claims Quality Plans
- k. All Wind/Hail Claims Guidelines
- l. any rule, tactic, and/or policy, You have stated, implemented, or enforced regarding the need for any management approval of full roof replacements on wind/hail claims.
- m. Any auditing of claims involving denials of total or full roof replacements.

TOPIC NO. 20. Your use of enterprise-wide **rules**, tactics, program rules, (through both the Fire Model Enhancement -Wind/Hail and/or WHMET and Enterprise Technology division) to track, restrain, or condition Claims Handling Personnel authority with regard to wind/hail claims. This includes both personal (or personnel) rules and program rules.

TOPIC NO. 22. Your Wind/Hail Playbook and/or Wind/Hail Focus Models, and their use and implementation including (but not limited to) the following:

- a. any reference in Wind/Hail Playbook-related Documents to “tactics;”
- b. Your Playbook and claims handling Tactics as part of the Fire Model Enhancement
 - Wind/Hail, the Wind and Hail Fire Model Enhancement Team, the Hail Focus Initiative and/or Hail Initiative and/or other initiatives or programs for adjusting, handling, and/or investigating wind/hail claims.
- c. Your reliance on managerial review for claims payments related to Dwelling roof repair and/or replacement;
- d. Your Wind/Hail Focus Models
- e. Your reliance on the “2021 Fire Property claims Quality Plan.”

- f. Your reliance upon the Art of the Conversation;
- g. Your reliance and/or focus upon claims handling “hygiene”;
- h. Your reliance upon Haag;
- i. Your reliance on the Haag Refresher;
- j. Your use of “negotiation” as an element of accurate or quality claims handling.
- k. Your definition of improving quality;
- l. Any auditing of claims involving denials of total or full roof replacements.

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.

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CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of September 2026, the above and foregoing was emailed and/or mailed, by certified mail, return receipt requested to:

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