

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

FILED

DISTRICT COURT

OKLAHOMA COUNTY, OKLAHOMA

October 19, 2026 5:03 PM

RICK WARREN, COURT CLERK

Case Number CJ-2025-2626

BILLY & LACY HURSH,

Plaintiffs,

v.

STATE FARM FIRE & CASUALTY COMPANY;

MARK D. WELTY; and MARK D. WELTY

INSURANCE AGENCY, INC.,

Defendants.

Case No. CJ-2025-2626

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY’S
MOTION TO STRIKE PLAINTIFFS’ ORIGINAL AND CORRECTED NOTICES OF
SUPPLEMENTAL AUTHORITY ON STATE FARM’S EXECUTIVES’ KNOWLEDGE OF
BAD FAITH TACTICS AND OUTCOME-BASED CLAIM HANDLING**

Defendant State Farm Fire and Casualty Co. (“State Farm”) files this Motion to Strike Plaintiffs’ Original and Corrected Notices of Supplemental Authority on State Farm’s Executives’ Knowledge of Bad Faith Tactics and Outcome-Based Claim Handling, filed respectively on September 28 and September 30, 2026 (collectively, the “Notice”).¹

Plaintiffs’ Notice accuses State Farm’s executives of pursuing an initiative designed to reduce payments to policyholders. In doing so, however, the Notice distorts a phrase that appears in one of State Farm’s documents— “outcome-based claim handling”—to build a demonstrably false narrative around claim decisions and executive knowledge of it. The document on which Plaintiffs rely contradicts that accusation, as does the deposition testimony of every State Farm witness Plaintiffs’ counsel asked about it. Both the document and those witnesses explain that the initiative concerned improving customer service/experience efforts and reducing operating

¹ Plaintiffs represent that the only change made in the correction was the addition of exhibit stickers in the two exhibits that had been deleted in the original submission. (Notice at n. 1.)

expenses—not reducing benefits owed to policyholders. The executives’ knowledge of customer service initiatives and resulting expense savings is not knowledge of improper claim handling. Plaintiffs’ description omits information from the document and disregards the testimony their questions about this document elicited. They then purport to “correct the record” by attributing a meaning the evidence contradicts.

The Notice identifies no newly issued authority and asks the Court to decide no pending motion. Instead, it repeats disputed factual arguments (including from documents they have no reasonable basis to dispute) and attaches documents previously submitted in connection with disputes the Court has already resolved. The Court’s decision to de-designate those documents did not resolve the parties’ disagreement about their meaning or authorize additional merits briefing. State Farm asks the Court to strike the Notice because Plaintiffs filed that additional briefing without seeking leave as Rule 37(B) requires, and because it has no good faith purpose.

BACKGROUND

On August 4, 2026, Plaintiffs filed a motion to strike State Farm’s purportedly “blanket” confidentiality designations and to de-designate certain documents from State Farm’s productions (“Motion to De-Designate”). State Farm filed its Response to Plaintiffs’ Motion to De-Designate on August 21, 2026, and Plaintiffs filed their Reply on August 26, 2026, followed by a Notice of Supplemental Authority on September 23, 2026. Throughout their briefing, the parties filed under seal State Farm’s documents that were at issue and redacted arguments discussing those documents for the public docket.

On September 28, 2026, the Court heard oral arguments and granted in part Plaintiffs’ Motion to De-Designate. In its ruling, the Court de-designated eleven documents State Farm had previously designated as “confidential” under the Protective Order in the case: documents

identified as Exhibits 10, 11, 12, 15, 17, and 19 to Plaintiffs’ Motion to De-Designate, Exhibits 4-6 and 12 to Plaintiffs’ Reply in Support of their Motion to De-Designate, and Exhibit 16 to Plaintiffs’ Supplemental Authority Regarding their Motion to De-Designate. (*See* Ex. A (Court’s Order).)

ARGUMENT

The Court has inherent authority to control its own docket and may therefore strike material from the record. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44–45(1991); *United States v. Miljus*, No. CIV-06-1832-PK, 2009 WL 2095981, at *1 (D. Or. Feb. 19, 2009), *report and recommendation adopted*, No. CIV. 06-1832-PK, 2009 WL 1211307 (D. Or. May 1, 2009). Plaintiffs’ Notice is procedurally flawed, substantively baseless, and highly prejudicial to State Farm. The Court should strike it for the reasons set forth below.

I. Plaintiffs’ Notice Contains No Supplemental Authority.

Despite framing their Notice as one of “Supplemental Authority,” Plaintiffs do not cite any new or supplemental authority relating to any issue currently pending before the Court. Nor do they cite any authority permitting their Notice. Nonetheless, the Local Rules from the Western District Court of Oklahoma—which reflect standard practice in other courts²—are instructive:

Supplemental Authority. If authority directly relevant to an issue raised in a ***pending motion*** is ***issued after a party’s final brief*** on that motion has been filed, the party may file a Notice of Supplemental Authority, ***attaching the new authority***, without leave of court. The Notice of Supplemental Authority ***shall not contain any argument*** but may ***identify the proposition*** in filed briefs to which the authority is relevant.

² *See, e.g.*, 19 CFR § 210.40 (“If pertinent and significant authorities come to a party’s attention after the party’s brief has been filed but before the final initial determination has issued, the party may. . . [file] a written notice of supplemental authority . . . with reference to specific pages in [] the party’s briefs . . .”); Local Rule 7.36 (M.D. Pa.) (“If pertinent and significant cases are decided . . . relating to an issue raised in a motion pending before the court, after the party’s final brief has been filed--or after oral argument but before decision--the party may file a notice of supplemental authority . . . The notice . . . shall indicate the motion to which the supplemental authority may be relevant, but it must not include any argument.”).

(LCvR7.1(l) (emphasis added).)

Plaintiffs' Notice fails to meet any of the specified requirements for submitting "supplemental authority." **First**, the Notice does not identify a "pending" motion to which the purported supplemental authority is relevant. Plaintiffs state in their Notice that "[t]his supplement is to bring clarity to and correct the records at multiple hearings before this Court." (Notice at 1.) But Plaintiffs only identify one specific matter to which the Notice could possibly be relevant—State Farm's Motion for a Protective Order and to Quash Plaintiffs' Deposition Notice of State Farm's Chief Executive Officer Jon Farney ("Motion to Quash")—which the Court ***already decided in Plaintiffs' favor***. It is therefore unclear what further clarity Plaintiffs wish the Court to have. (See 9/1/2026 Docket Order ("The Court finds [State Farm's] Motion for a Protective Order and to Quash Plaintiffs' Deposition Notice of State Farm's Chief Executive Officer Jon Farney is Denied as Per Journal Entry").)

Second, the Notice identifies no authority that was "issued *after* a party's final brief on [a] motion has been filed," which is a standard requirement for notices of supplemental authority. Indeed, Plaintiffs' Notice does not convey or suggest any intent to inform the Court of any newly issued legal authority, precedent, or development that was unavailable to the parties during the briefing period and that could benefit the Court now in deciding a live dispute.

Moreover, to the extent Plaintiffs believe that the various legal authorities they cite in their Notice provide some notice of "supplemental authority"—which they do not—their submission would be untimely because the authorities contained in the Notice were not recently issued. (See Notice, *passim* (citing caselaw from 2000 to 2010).) Moreover, Plaintiffs' discussion and arguments relating to Exhibit 2 (formerly Ex. 16) are ***repeated verbatim*** from Plaintiffs' 9/23/2026 Notice of Supplemental Authority Regarding Plaintiffs' Motion to Designate, at pages 16-18,

except for previously redacted text that is now completely visible on the public docket in light of the Court's de-designation of Exhibit 2. (Notice at 2-4). There is no logical or plausible argument that such a discussion consists of "supplemental" or "new" authority.

Third, the Notice does not "attach[] the new authority." It instead attaches two previously sealed exhibits³ the Court recently de-designated. But the Court's de-designation order does not convert the two exhibits to supplemental authority or transform them into new evidence for the Court's consideration, particularly because the Court *already considered those exhibits* (and therefore needed no "notice" of them) in connection with its ruling on Plaintiffs' Motion to De-Designate.

Fourth, the Notice improperly advances several arguments that do nothing to assist the Court in resolving any live dispute. Specifically:

- Plaintiffs note their intent to "correct the records at multiple hearings before the Court," but identify only the Motion to Quash Mr. Farney's deposition and accuse State Farm of falsely arguing in that motion that its CEO has no knowledge of its alleged bad faith tactics. (Notice at 1.) The Court already denied State Farm's Motion to Quash. Plaintiffs identify no further ruling they seek concerning that deposition and do not explain why additional briefing is needed on the resolved motion.
- Plaintiffs insist that they "have the right to use" the two de-designated exhibits at upcoming depositions. But their counsel's right to use the documents at depositions is not currently the subject of any dispute. (Notice at 2.)
- Plaintiffs argue that State Farm's position regarding its executives' lack of unique fact knowledge is inconsistent with one of the de-designated exhibits, which Plaintiffs contend demonstrates that "Ms. [Kathy] Ress was one of four Vice Presidents who served as an executive lead on State Farm's work with Accenture." (*Id.* at 2.) But an executive role in State Farm's work with Accenture does not establish unique knowledge of Plaintiffs' insurance claims. Ms. Ress also testified that she was not "directly involved in the FME." See Ex. 1, relevant excerpts of Deposition of Kathy Ress, *Hursh v. State Farm*, No. CJ-2025-2626 ("Ress Dep.") at p. 346:3-4 ("I'm not directly involved in – in FME[.]"); *id.* at p. 339 ("I was not a member nor a sponsor of [the FME]"). Ms. Ress's "work with Accenture" involved a project different from and unrelated to FME and, rather, related to the customer service initiative referenced above. Plaintiffs omit this evidence from their motion and misleadingly present their interpretation of a document as an undisputed fact

³ See Exhibits 16 and 17 to Plaintiffs' briefing on their Motion to De-Designate.

in their purported attempt to “correct the record[.]”

- Plaintiffs contend that “[i]t is pure bad faith and a gross violation of the duties owed to first-party insureds” for State Farm to have worked with Accenture to develop a model for outcome-based claim handling and that, “as such,” one of the de-designated exhibits referencing State Farm’s work with Accenture “cannot be considered privileged.” (*Id.* at 2-3). Not only is there no causal link between Plaintiffs’ bad-faith theory and its purported privilege challenge, ***State Farm did not withhold or assert privilege over this exhibit.***⁴ (*Id.*) And this characterization of the document is belied by all evidence and supported by none.
- Plaintiffs argue that “outcome-based claim handling”—a term appearing in one of the de-designated exhibits—violates the duty of good faith and fair dealing. (*Id.* at 4.) But here again, Plaintiffs are making a characterization of a document that is belied by the document and every person who testified about it and presenting their unsupported interpretation as undisputed fact.⁵
- Plaintiffs cite several legal authorities relating to bad faith claims, misrepresentations to claimants, improper claim denials, and good faith and fair dealing in support of their argument that “outcome-based claim handling is inappropriate.” (*Id.* at 4). But this is procedurally improper merits briefing premised on misinterpretations of documents that directly contradict the testimony of State Farm witnesses. As noted above, State Farm disagrees with Plaintiffs’ definition of “outcome-based claim handling” and likewise disagrees that it violates the law on good faith and fair dealing. The Notice is not a proper vehicle for Plaintiffs to inject their bad-faith theories and one-sided arguments into the record.
- Plaintiffs conclude their Notice by arguing that “State Farm leadership is openly bragging about total roof payments decreasing,” and end with an assertion that they are clearing the record “of certain allegations about . . . bragging about reductions in claim payments as a positive trend.” (*Id.* at 5.) The portion from Ex. 2 that Plaintiffs excerpt here reports on decreases in the total roof to partial roof replacement ratio and wind/hail estimate payments as “quality indicators trending positively.” State Farm’s witnesses testified that quality efforts focused on improving claim accuracy, not on reductions in claim payments. *See* Ex. B (180:2-4). Not only does Plaintiffs’ characterization take documents out of context, it fails to identify any new authority and seeks no ruling on a pending motion.

These arguments ask the Court to accept Plaintiffs’ theory of the case without identifying

⁴ *See, e.g.*, Exhibit 2 of the Notice at HU00156103 (“Confidential Produced Pursuant to Protective Order”).

⁵ State Farm’s executives testified that the meaning of “outcome based claim handling” as a goal to improve the experiences and value for State Farm’s customers, which does not comport with Plaintiffs’ characterization of the term as referring to a purported initiative to reduce indemnity payments. (*See infra* at 7.)

any ruling they seek. They are merits briefing, and Plaintiffs were required to seek leave before submitting them. Plaintiffs also omit evidence directly contradicting their statements to the Court, raising candor concerns that implicate their ethical obligations under Oklahoma Rule of Professional Conduct 3.3 (Candor Toward the Tribunal). (*See infra* 8-9).

Fifth, the Notice does not “identify the proposition in filed briefs to which the authority is relevant.” As noted above, Plaintiffs do not even identify any filed briefs that are currently pending before the Court to which their Notice could relate. And whatever “proposition” Plaintiffs appear to wish to advance is incoherent, as also explained above.

Therefore, the Notice does not just contradict its own styling, it also does not comport with any of the standard requirements of such notices in Oklahoma or elsewhere.

II. Plaintiffs Failed to Seek Leave to File a Supplemental Brief.

Given the Notice’s factual arguments and discussion of bad faith law, it functions as a supplemental merits brief. Local Rule 37(B) provides that “[n]o further briefs . . . filed without prior permission of the assigned judge.” Okl. St. Ann. Rule 37, OK ST T. Rule 37(B).⁶ Thus, if Plaintiffs wish to submit additional merits arguments, they must seek leave and identify the matter to which those arguments relate. That process allows the Court to determine whether further briefing would assist it and whether State Farm should respond. Calling the filing a notice of supplemental authority does not excuse compliance with that requirement. The Court should thus strike the Notice.

III. Plaintiffs’ Counsel Must Comply with Oklahoma Rule of Professional Conduct 3.3.

Oklahoma Rule of Professional Conduct 3.3 requires candor toward the tribunal and

⁶ The Western District Court of Oklahoma similarly requires a party to “apply for leave to file a supplemental brief.” LCvR 7.1(l).

prohibits a lawyer from “knowingly” making “a false statement of fact or law to a tribunal” or failing “to correct a false statement of material fact or law previously made to the tribunal.” Okla. R. Prof. Conduct 3.3. In a notice of supplemental authority, as in any submission to the Court, counsel’s duty of candor requires a fair and accurate presentation of the relevant facts or law. The Notice does not do that. Instead, it uses the guise of “supplemental authority” to advance new arguments and factual characterizations as established fact, while omitting evidence in the possession of counsel that specifically negates Plaintiffs’ interpretations.

Plaintiffs’ counsel was indisputably aware at the time of filing that their submission is not a “notice” of “supplemental authority” as those terms are understood in common legal parlance, apart from the submission’s failure to meet the specific standards governing such notices. The framing of the submission as a “Notice of Supplemental Authority” is itself a materially false statement to the Court.

In addition, Plaintiffs’ counsel’s presentation of the facts in the Notice arguably falls short of the duty of candor given their knowledge of the relevant facts. For example, the Notice refers to the term “outcome-based claim handling” at State Farm as a companywide effort to save \$218-\$300 million dollars on claims that “have not happened yet,” in a manner that allegedly violates the duty of good faith and fair dealing. (Notice at 3-4.) But State Farm’s executives provided a different definition of the term in their depositions. For example, Kathy Ress testified that “outcome-based claim handling” refers to “the whole of the value proposition we can offer to our customers,” where the “outcome is based on how do we improve our customer experiences, lowering the price of our product through lower specific operating expenses.” (Ex. B (8/28/2026 K. Ress Tr. Dep. Tr. at 252:17 – 253:2).) Plaintiffs’ counsel also deposed other State Farm

executives in another case⁷ whose testimony on the meaning of “outcome-based claim handling” likewise does not support Plaintiffs’ unilateral interpretation of that term.

Given their knowledge of the broader record, Plaintiffs’ counsel’s approach and advocacy of the mischaracterizations in the Notice fall short of the expectations of candor in this Court.

IV. The Court Should Award State Farm Attorneys’ Fees Incurred in Bringing This Motion.

State Farm requests that the Court exercise its inherent authority to sanction Plaintiffs for abusing the judicial process with the filing of their Notice. “A trial court has inherent authority to impose sanctions . . . for abusive litigation practices or for abuse of judicial process . . .” *Hicks v. Cent. Oklahoma United Methodist Ret. Facility, Inc.*, 2017 OK CIV APP 23, ¶ 22, 423 P.3d 684, 696. (See *Boswell v. Schultz*, 2007 OK 94, ¶14, 175 P.3d 390, 395 (“Pretrial discovery procedures are intended to enhance truth-seeking process, and good faith compliance with such procedures is both desirable and necessary.”) (internal citations omitted). A sanction, including at least an award of attorneys’ fees, is appropriate here at least because Plaintiffs abused the judicial process by filing a Notice that copies and pastes arguments from a prior submission the Court already considered and publicly refiling previously sealed materials under the guise of “supplemental authority.”

As explained above, Plaintiffs’ counsel owes a duty of candor on their representations of facts to the Court. The testimony from State Farm employees shows that, at the very least, the parties disagree about Plaintiffs’ interpretation of the facts.⁸ Yet, Plaintiffs improperly attempt to enter their one-sided characterizations into the record without seeking leave or a schedule for responsive briefing, while omitting testimony their counsel elicited that shows the accusations are

⁷ *West v. State Farm Fire & Casualty, et al.*, No. CJ-2025-135 (Okla. Dist. Ct. Aug. 20, 2026).

⁸ Plaintiffs’ counsel owes a duty of candor under Oklahoma Rule of Professional Conduct 3.3(a)(1), which provides that a “lawyer shall not knowingly: (1) make a false statement of fact or law to a tribunal...” To the extent Plaintiffs’ characterizations are shown to be false rather than merely disputed, that would provide an additional basis supporting sanctions.

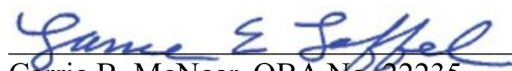
wrong, when they have nothing but their spin on the document to support their position. Even if the Court concludes that these disputes do not implicate any rules of professional conduct, they nevertheless reflect bad-faith litigation practice.

Plaintiffs' omission of testimony explaining the document illustrates the prejudice from their unauthorized submission. They have made substantive accusations without seeking leave or a schedule for responsive briefing. State Farm has had to file this motion to address both the improper filing and its incomplete account of the evidence.

CONCLUSION

For the foregoing reasons, State Farm respectfully requests the Court to strike Plaintiffs' September 28 and September 30, 2026 original and corrected Notice from the record and impose any additional relief as appropriate.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on October 19, 2026, a true, correct and exact copy of the above and foregoing document was served by placing same in the United States mail, with proper postage thereon duly prepaid, to those parties as listed below:

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EXHIBIT A



IN THE DISTRICT COURT OF OKLAHOMA COUNTY

FILED IN DISTRICT COURT
STATE OF OKLAHOMA
OKLAHOMA COUNTY

Billy & Lacy Hursh

Petitioner(s)

SEP 28 2026

Hannah Whitten, Pengie Whitten, Ryan Deligors

Attorney(s) for Petitioner

--vs.

RICK WARREN
COURT CLERK

Case No. CT-2025-2626

State Farm, et. al.

Respondent(s)

78

Lance Leffel, Ashlyn Smith

Attorney(s) for Respondent

COURT MINUTE

Date: 9-28-2026

Judge Amy Palumbo

Hearing On: Plaintiffs' Motion to De-Designate & Strike Confidentiality
Ruling By Court:

This Court de-designates 11 documents: Exhibits 10, 11, 12, 15, 17, and 19; Exhibits 4-6 and 12 to Plaintiffs' Reply ISO De-Designation; and Exhibit 16 to Plaintiffs' Supplemental Authority Regarding Plaintiffs' Motion to De-Designate.

[Signature]
Plaintiffs

[Signature]
State Farm

[Signature]
The Court

EXHIBIT B

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY and LACY HURSH,
Plaintiffs,

v. Case No.: CJ-2025-2626

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

VIDEOTAPED DEPOSITION OF
KATHY RESS

TAKEN ON
FRIDAY, AUGUST 28, 2026
9:18 A.M.

201 BROADWAY
NORMAL, ILLINOIS 61761

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1 MR. DELIGANS: Am I correct?
2 MR. LEFFEL: We got it.
3 BY MR. DELIGANS:
4 Q. All right. Actions in Progress, because
5 this is one of the things that Mr. Herbert was
6 getting onto guys about, or that's the way I read it
7 anyway, not moving fast enough. Fire Model
8 Enhancement, TM intervention for total roof
9 replacements. Did I read that right?
10 A. The -- the full sentence says: Wind/hail
11 guidelines with TM intervention for total roof
12 replacements on small hail/light wind.
13 Q. Correct. All right. Then if you go down
14 to Leadership Accountability and Alignment.
15 A. I see that.
16 Q. All right.
17 Division/Section/Team/Individual reinspection
18 results are reviewed monthly with Top 3 Areas of
19 Focus for monthly MyBlock, huddle, and performance
20 dialogues. Did I read that correctly?
21 A. Yes.
22 Q. This focus has led to identifying several
23 individual claims handlers driving negative quality
24 results. Did I read that correctly?
25 A. You did, which would indicate those claim

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1 handlers have errors in their -- the claim -- the
2 claim -- the claim accuracy.
3 Q. All right. The negative -- so we have
4 negative and positive. So the negative quality
5 results to State Farm are when they're having
6 overpayments in State Farm's view?
7 A. I'm not --
8 MR. LEFFEL: Objection, form.
9 Sorry. I was just making sure he was
10 done.
11 THE DEPONENT: I -- what are -- what --
12 are you reading the negative? I'm not seeing that
13 on the document.
14 BY MR. DELIGANS:
15 Q. It says -- it says individual claim
16 handlers --
17 A. Okay, okay, I see it now, yeah.
18 Q. It's okay. Several individual claim
19 handlers driving negative quality results, okay?
20 That means State Farm is paying out money it doesn't
21 believe it should.
22 MR. LEFFEL: Objection, form and
23 foundation.
24 Go ahead.
25 BY MR. DELIGANS:

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1 Q. Correct?
2 A. This indicates that those claim handlers
3 were driving negative quality results based on the
4 claim accuracy of their claim handling.
5 Q. Right. In other words, they're paying out
6 money where State Farm doesn't believe they should
7 be.
8 MR. LEFFEL: Objection, form and
9 foundation.
10 Go ahead.
11 THE DEPONENT: I don't know if it's not
12 paying out, or the -- well, I don't know
13 specifically what the errors will.
14 BY MR. DELIGANS:
15 Q. Well, all I can look at is what the rest
16 of the document says because when State Farm uses
17 the trend positive it's talking about saving money
18 throughout this document. "Positive trends include"
19 and it's all about when it doesn't pay out money.
20 So when I look at this, individual claim
21 handlers are negatively impacting our quality
22 results. The quality results when they're trending
23 positive are saving money, so negative, just that's
24 when they're paying out more than State Farm
25 believes they should be, is my reading of it.

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1 Is that how you read it as well?
2 MR. LEFFEL: Objection, form and
3 foundation.
4 Go ahead.
5 THE DEPONENT: Yeah, that's -- so I can't
6 comment on negatively paying, paying what we owe.
7 What -- when this talks about, and during this time
8 period we had a reduction and depletion of
9 resources, new-to-role skills. So this is around
10 enhancing, right, their proficiency around their
11 claim handling specifically.
12 BY MR. DELIGANS:
13 Q. Okay. So go then down to Plan with Focus
14 on Closed Without Payment greater than or equal to
15 \$2500, and total roof reason codes, five reviews.
16 Do you know what the heck that means?
17 A. My general knowledge is that lead -- says
18 all division leaders will spot check, which is a
19 quality review, as outlined in the Fire Quality Plan
20 looking at CWP to payments greater than 2500,
21 meaning that they would do five reviews as well as
22 five reviews to losses with total -- total roof
23 reason codes. I'm just reading that verbatim.
24 Q. Okay. All right. Go to the next page.
25 So if you look at Wind and Hail Quality Focus on

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1 Q. Okay. Well, this is claims model. Damage
2 evaluations, claims classifications, skilled base
3 routing and outcome-based claims handling. I'm
4 looking at the words written from Accenture.
5 My question is not, is it expenses, do you
6 consider claims expenses, whatever. I'm trying to
7 say, did anyone write back and say we can't do this,
8 that you recall.
9 A. My -- I -- to answer your question again,
10 I don't remember, but this --
11 Q. Okay.
12 A. This was not -- this model work was not
13 implemented.
14 Q. Okay.
15 A. This was just draft work, to my
16 recollection.
17 Q. Well, we'll let the jury decide. We'll
18 get the rest of the documents from Accenture, okay?
19 Can you agree, as the vice president of
20 operations and a claims manager, past claims manager
21 of State Farm, that claims should not be handled on
22 an outcome-based manner.
23 A. I'll reference back to that we don't have
24 a pre-determined outcome for any individual claims,
25 that we look to see how we can improve overall.

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1 Q. Conversely, will you tell our jury that
2 you believe that outcome-based claims handling is
3 appropriate?
4 A. We were looking at the outcomes to improve
5 --
6 Q. Okay. Can I -- can -- will you please
7 answer my question?
8 MR. LEFFEL: She's trying to, so let her
9 finish --
10 MR. DELIGANS: But it's going to be
11 nonresponsive --
12 MR. LEFFEL: -- to interrupt her. You
13 haven't heard all of her answer --
14 MR. DELIGANS: I have.
15 MR. LEFFEL: -- to say that.
16 MR. DELIGANS: I can already tell.
17 MR. LEFFEL: So let her answer it. She --
18 MR. DELIGANS: When my question calls --
19 MR. LEFFEL: -- has her own style --
20 MR. DELIGANS: -- for a yes or a no, not a
21 when we look at the claims --
22 MR. LEFFEL: Okay.
23 MR. DELIGANS: -- okay? I'm not -- I'm
24 not going there. I'm asking her a very specific
25 question.

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1 BY MR. DELIGANS:
2 Q. My question is, will you tell our jury, as
3 the vice president of operations, that it's your
4 belief that outcome-based claims handling is
5 appropriate? Yes or no.
6 MR. LEFFEL: Okay. You made a comment
7 there. The witness was trying to answer your
8 question before she was interrupted. I understand
9 that you may not always like the way the answer
10 starts, but she gets a chance to take her attempt to
11 make the answer, and if you want to ask another
12 question you can.
13 So please go ahead.
14 THE DEPONENT: When I -- when -- the
15 determination of outcome-based handling, we look at
16 the customer experience. We look at our workforce.
17 We look at claim accuracy, and how do we provide the
18 outcome of a lower priced product to our customer
19 through lower operating expenses.
20 And so when you talk about outcome-based
21 claim handling, we're looking at the whole of the
22 value proposition we can offer to our customers. So
23 it's not specific to what you're referencing.
24 Out -- outcomes is how -- outcome is based
25 on how do we improve our customer experiences,

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1 lowering the price of our product through lower
2 specific operating expenses.
3 BY MR. DELIGANS:
4 Q. Outcome-based claims handling is how you
5 anticipate a claim is going to be adjudicated.
6 Correct?
7 A. I'm sorry, that was disruptive. I...
8 Q. Okay.
9 A. Yeah.
10 Q. Show me in one place anywhere in the
11 800,000 pages that's been produced in this case,
12 where what you said, what you just told our jury, is
13 anywhere in writing.
14 MR. LEFFEL: Objection, form. The witness
15 does not have access to however many documents you
16 just referenced.
17 BY MR. DELIGANS:
18 Q. Show me on the document you just had in
19 front of you, where does it say what you just said?
20 A. I will have to read the document. I'm
21 showing you the context of the -- the question that
22 you asked me.
23 Q. I understand that this is a go-to on this
24 context, and I told you my perspective earlier and I
25 can repeat it if I need to as well. But all I'm