

FILED
DISTRICT COURT

**DEFENDANT STATE FARM FIRE AND CASUALTY
COMPANY'S MOTION FOR A PROTECTIVE ORDER AND TO
QUASH PLAINTIFFS' DEPOSITION NOTICE OF STATE FARM'S
CORPORATE REPRESENTATIVE, AND BRIEF IN SUPPORT**

the FME—impacted the evaluation or handling of their claim. Their Topics are thus facially irrelevant, overbroad, and fail to meet the relevance and proportionality requirements under Oklahoma law.

As the Oklahoma Supreme Court recently held, when a request is “overly broad on its face”—as these Topics are here—the requesting party must “demonstrate how their request [is] relevant to any party’s claim or defense.” *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, ¶16; *see Ross v. Univ. of Tulsa*, No. 14-CV-484-TCK-PJC, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015) (“[T]he mere fact that a plaintiff offers a ‘broad theory of the case’ does not automatically justify equally broad discovery, ‘unless the discovery is relevant to the plaintiff’s actual claims or defenses’”). Plaintiffs cannot meet that burden, particularly because State Farm does not compensate its employees based on claim outcomes or payments to insureds.

Finally, setting aside relevance, the breadth of the Topics—e.g., “*any* reward connected to FME”; “[t]he *full history* of rewards provided to FME personnel”; “[*a*]ny goals, targets, quotas . . . performance evaluations applied to Wind/Hail claims personnel or managers”; “[*a*]ll communications” referencing “FME savings”—fails to satisfy the reasonable particularity requirement governing corporate representative depositions under Oklahoma law. *See Jackson v. Terrace Gardens Nursing Ctr., LLC*, No. CIV-23-00319-JD, 2025 WL 1020888, at *6 (W.D. Okla. Apr. 4, 2025) (internal citations omitted) (“Some courts have construed Rule 30(b)(6) to require a requesting party ‘to designate, with painstaking specificity, the particular subject areas that are intended to be questioned’” and “[a]t a minimum, ‘topics must be stated with enough specificity to allow the corporation to designate and prepare a representative to testify’”); *Prescott v. Cracker Barrel Old Country Store, Inc.*, No. CIV-18-121-SLP, 2019 WL 11339874, at *2 (W.D. Okla. Feb. 5, 2019) (“The party seeking the deposition must identify topics for inquiry with reasonable

particularity.”); *United States v. HVI Cat Canyon, Inc.*, No. CV 11-5097, 2016 WL 11683593, at *7 (C.D. Cal. Oct. 26, 2016) (“Because § 3230(C)(5) places substantial responsibilities and burdens on the responding corporate party, for the rule to effectively function, the requesting party must take care to designate, with *painstaking specificity*, the particular subject areas that are intended to be questioned, and that are *relevant to the issues in dispute.*”) (emphasis added) (citations omitted).

Plaintiffs’ Notice is their latest attempt to harass, intimidate, and needlessly burden State Farm. This is a narrow homeowners’ insurance dispute concerning damages that Plaintiffs allegedly sustained to their home due to weather events on October 4, 2023, and May 21, 2024. Plaintiffs allege that State Farm should have paid approximately \$22,000 for alleged roof damage and assert claims against: (1) State Farm for breach of contract and bad faith; (2) agent Mark D. Welty and Mark D. Welty Insurance Agency for negligent procurement; and (3) all Defendants for constructive fraud and negligent misrepresentation. (See Pet. ¶¶ 40, 45–79.) Despite the specific and narrow issues in this lawsuit, Plaintiffs have demanded—and this Court has allowed—vast discovery under the guise of a purported “scheme” within State Farm to lower indemnity payments by underpaying roof claims through the FME, focusing in particular on the requirement of managerial approval for recommendations of total roof replacement in certain situations. While State Farm denies any such plan and disputes Plaintiffs’ mischaracterizations of the FME program and State Farm’s documents, Plaintiffs have not shown any connection between those “scheme” allegations and these Plaintiffs’ claim, roof, or claim history—despite State Farm’s production of tens of thousands of documents relating to the FME. Critically, Plaintiffs have not pointed to anything in State Farm’s documents that would tie the compensation Topics at issue with the claims

and defenses in this case; nor could they, because none of the individuals who handled Plaintiffs' claim were involved with the FME or received any FME-related rewards or compensation.

Although Plaintiffs are entitled to dispute State Farm's claim decision and to undertake discovery to obtain testimony from State Farm related to Plaintiffs' specific claims and allegations in this case, the Oklahoma Discovery Code constrains the amount of fishing they can do in search of such evidence. Plaintiffs cannot simply say this case involves a roof claim and a purported scheme to deny claims and then seek any and all discovery about bonuses and rewards to State Farm personnel, particularly personnel who did not have any role in the homeowners' claims at issue. Indeed, the discovery at issue is not about the parties' claims and defenses; rather, it is about harassing State Farm to force it into settling for an exorbitant amount—one that far exceeds the actual case value. This strategy violates the letter and spirit of proportionality. Accordingly, and as more fully set forth below, this Court should quash the Notice and enter a protective order.

FACTUAL AND PROCEDURAL BACKGROUND

This case concerns damages Plaintiffs allegedly sustained to their home due to weather events on October 4, 2023, and May 21, 2024. Plaintiffs allege that State Farm should have paid approximately \$22,000 for purported roof damage and assert claims against: (1) State Farm for breach of contract and bad faith; (2) agent Mark D. Welty and Mark D. Welty Insurance Agency for negligent procurement; and (3) all Defendants for constructive fraud and negligent misrepresentation. (*See* Pet. ¶¶ 40, 45–79.)

Plaintiffs have already obtained vast discovery about their insurance claim and their (false) theories of the FME's influence on claim handling generally. Specifically, State Farm has produced Plaintiffs' policy, their claim files, three years of financial and annual statements, underwriting guidelines in effect when Plaintiffs' policy was issued, and applicable claim-handling guidelines in place at the time of the alleged loss, among others. Plaintiffs also requested, moved

to compel, and have now received tens of thousands of State Farm documents that have nothing to do with the claim decision they are challenging, but that Plaintiffs allege are necessary to prove their theory around the FME, including *inter alia*: claims training materials since 2015; information from 2019 onward regarding the FME and wind/hail initiatives, including purported tracking of roof replacements, indemnity savings, and payment volumes; six years of documents and communications relating to managerial approval requirements for full roof replacements; documents about alleged efforts to reduce indemnity payments for wind/hail claims; and all documents previously produced or ordered in six unrelated lawsuits.

State Farm has also produced five witnesses totaling over thirty hours of testimony, including two witnesses who testified as State Farm’s corporate representatives pursuant to a 12 O.S. § 3230(C) notice Plaintiffs served on September 2, 2025 (“September 2025 Notice). (Ex. 2.) This notice sought testimony and documents on 30 topics with 101 subparts, spanning 15 years of corporate operations—including multiple topics regarding the FME. In fact, Topic 13 of the September 2025 Notice sought some of the same information regarding compensation or bonuses sought in the Notice at issue, asking for: “[a]ny 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.” (*Id.*) (emphasis added.) In response to the September 2025 Notice, State Farm designated two representatives: Wayne Stewart and Nicole Manduca. In total, Plaintiffs have already elicited eleven hours of corporate representative testimony—and this Court has also ordered a continuation of that deposition—an order that State Farm is, respectfully, asking this Court to reconsider.

On October 12, 2026, without seeking leave from the Court, Plaintiffs issued the Notice that is the subject of this Motion, seeking additional deposition testimony from a State Farm corporate representative on thirteen topics regarding FME-related bonuses and rewards and demanding production of “[a]ll documents referred to in Exhibit ‘A’ [that were] reviewed and/or relied upon in preparation for responding” to the Notice. These Topics include, for example:

- **Topic 3:** The identity of every State Farm employee, manager, executive, officer, or vendor who received any reward connected to FME Wind/Hail, and for each: the amount, date, approver, funding source, and the stated reason/criteria from 2020 until the present.
- **Topic 4:** The full history of rewards provided to FME personnel referenced in Kathy Ress’s statement that “many have been provided” and that amounts should be considered “holistically,” including all prior and subsequent FME-related rewards from 2020 through the present.
- **Topic 5:** Any consideration, discussion, bonus, or provision of a reward to in-house or outside counsel in connection with FME Wind/Hail, including but not limited to those as referenced in the November 24, 2021 reply, including who proposed it, the outcome, and any amounts paid.

The parties have discussed the Notice and reached an impasse. As of the filing of this Motion, State Farm has not been able to reach agreement with Plaintiff’s counsel on any scope limitations.

ARGUMENTS AND AUTHORITIES

I. PLAINTIFFS FAILED TO SEEK LEAVE TO OBTAIN A SECOND DEPOSITION OF STATE FARM AND SHOULD NOT BE GRANTED LEAVE.

Plaintiffs have not obtained the required leave of court for a second deposition of State Farm's corporate representative. *See* 12 O.S. § 12-3230(A)(2) ("A party shall obtain leave of court, if the person to be examined is confined in prison, or if, without the written stipulation of the parties . . . the person to be examined already has been deposed in the case"); *Disney v. United Nat'l Life Ins. Co. of Am.*, No. CIV-19-00946-PRW, 2020 WL 7249045, at *2 (W.D. Okla. Dec. 9, 2020) (finding Plaintiff's second Rule 30(b)(6) notice invalid because Plaintiff did not seek leave of court); *State Farm Mut. Auto. Ins. Co. v. New Horizont, Inc.*, 254 F.R.D. 227, 235 (E.D. Pa. 2008) ("The policy against permitting a second deposition of an already-deposed deponent is equally applicable to depositions of individuals and organizations. Taking serial depositions of a single corporation may be as costly and burdensome, if not more so, as serial depositions of an individual"); *In re Sulfuric Acid Antitrust Litig.*, No. 03 C 4576, 2005 WL 1994105, at *1 (N.D. Ill. Aug. 19, 2005) (holding that Federal Rule of Civil Procedure 30(a)(2)(B), which provides that a party may take the testimony of any person without leave of court unless "the person to be examined has already been deposed in the case," applies to corporate representative depositions). The Court should quash the Notice for this reason alone.

The Court should also deny any request by Plaintiffs for leave to depose State Farm's corporate representative on thirteen additional broad topics that have nothing to do with this straightforward insurance dispute. Plaintiffs have already deposed two State Farm corporate representatives for eleven hours on thirty broad topics regarding State Farm's enterprise-wide practices and policies, and they point to no testimony or documents that specifically connect the newly noticed Topics to the specific events and circumstances surrounding the claim decision they are disputing. *See, e.g., Miscellaneous Docket Matter No. 1 v. Miscellaneous Docket Matter No. 2*, 197 F.3d 922, 924 (8th Cir. 1999) (affirming district court's grant of motion to quash second

deposition of witness by Plaintiffs regarding “sex for stock” because it “would be irrelevant” to Plaintiffs’ gender discrimination claims and “an inquiry into whether the relationships were nonconsensual would be of only limited relevancy, which was outweighed by the burden on [the witness.]”).

II. THE COURT SHOULD QUASH THE NOTICE BECAUSE THE TOPICS ARE OVERLY BROAD AND IRRELEVANT TO THE CLAIMS AT ISSUE.

The Oklahoma Supreme Court has made clear that relevance—the threshold requirement for obtaining discovery—“should be firmly applied.” *See Quinn v. City of Tulsa*, 1989 OK 112, 777 P.2d 1331, 1342 (quoting *Herbert v. Lando*, 441 U.S. 153 (1979)); *see also Nitzel v. Jackson*, 1994 OK 49, 879 P.2d 1222, 1223 n* (“Discovery is not without limitation. It must lead or tend to lead to relevant evidence.”). Information is “relevant” if it has a “tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.” 12 O.S. § 2401. Relevance is not simply assumed. As the Oklahoma Supreme Court recently made clear in *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, ¶ 16, discovery meeting this standard must be directly tied to the “claims and defenses” at issue, and Oklahoma’s discovery rules no longer permit discovery based simply on relevance to the subject matter. “[T]hat is *no longer the standard*.” (emphasis added). *Id.* at ¶¶ 10-15. Applying the narrower relevance standard, the Court overturned a district court order compelling Chick-fil-A to produce nationwide incident and lawsuit data, finding the requests were facially overly broad and “the court [therefore] abused its discretion by failing to require [Plaintiffs] to initially demonstrate how their request was relevant to any party’s claim or defense.” *Id.* ¶ 16; *see also Stainsby v. Okla. ex rel. Okla. Health Care Auth.*, No. CIV-21-1073-D, 2022 WL 1748263, at *1 (W.D. Okla. May 31, 2022) (“When the request is overly broad, or relevance is not clear, the party seeking the

discovery has the burden to show the relevance of the request.”).¹ Indeed, courts routinely deny discovery that is facially overbroad and irrelevant, such as when discovery requests “sweep in . . . all manner of organizational documents.” *In re Kidd*, No. 3:20-CV-00800 (KAD), 2020 WL 5594122, at *12 (D. Conn. Sept. 18, 2020); *see also Conservation L. Found., Inc. v. All-Star Transportation, LLC*, No. 3:21-CV-00201 (JBA), 2022 WL 16901999, at *3 (D. Conn. Nov. 11, 2022) (“[T]he Court does not need an affidavit to know that, in asking for substantially all information and documents related to the defendants’ vehicles, real estate, operations, employee job responsibilities, and environmental compliance efforts . . . [plaintiff] has requested production of a significant percentage of all the documents the defendants created over the past seven years.”) (citing *In re Kidd*, 2020 WL 5594122, at *11).

Nor does a “plaintiff’s broad theory of the case . . . necessarily justify broad discovery,” and courts should thus endeavor to “thwart fishing expeditions.” *Willis v. Johnson*, No. CIV-18-323-D, 2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021); *see also Ross*, 2015 WL 13622518, at *1 (“[T]he mere fact that a plaintiff offers a ‘broad theory of the case’ does not automatically justify equally broad discovery, ‘unless the discovery is relevant to the plaintiff’s actual claims or defenses.’”). Moreover, as the Oklahoma Court of Civil Appeals has recognized, insurance cases should be handled according to their circumstances. *See City Nat. Bank & Tr. Co. v. Jackson Nat. Life Ins.*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463, 468 (“[B]efore . . . bad faith may be submitted

¹ Because “[t]he Oklahoma Discovery Code mirrors the Federal rules,” *Meritor, Inc. v. State ex rel. Bd. of Regents of Univ. of Oklahoma*, 2019 OK CIV APP 64, 451 P.3d 914, 922, Oklahoma courts often look to “discovery procedures in the federal rules when construing similar language in the Oklahoma Discovery Code.” *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999; *see also Chick-fil-A, Inc.*, 2026 OK 13, ¶ 11 n.3 (“Oklahoma’s Code of Civil Procedure is modeled after the Federal Rules of Civil Procedure. When the legislature adopts a parallel provision from the Federal Rules of Civil Procedure, courts may look to federal case law when interpreting the state statute. We may also look for guidance in pertinent federal Advisory Committee Notes or Oklahoma Comments.” (internal citations omitted) (citing *Heffron v. Dist. Ct. of Okla. Cnty.*, 2003 OK 75, ¶¶ 13-14, 77 P.3d 1069, 1076)).

to the jury, the Trial Court must first determine, under the facts of the particular case ... whether [the] insurer’s conduct may be reasonably perceived as tortious.”).

Proportionality is just as critical as relevance for establishing discoverability. The Oklahoma Discovery Code, like the Federal Rules of Civil Procedure from which it is derived, provides that discovery must be “proportional to the needs of the case.” 12 O.S. § 3226(B)(1)(a); Fed. R. Civ. P. 26(b)(1). In fact, “the proper scope of discovery is that which is both relevant to the claims or defenses and proportional to the needs of the case, considering the various factors.” *Dodd v. Indian Health Care Res. Ctr. of Tulsa, Inc.*, No. 24-CV-00327-SH, 2024 WL 4648150, at *2 (N.D. Okla. Nov. 1, 2024) (emphasis in original).² The Oklahoma Supreme Court has made clear that a trial court **must** specifically consider the proportionality of discovery requests as set forth in § 3226(B)(2)(c) before it may compel the production of documents. *See Order, Werner Enterprises, Inc. v. Kirkland*, No. 122,385 (Okla. Sept. 24, 2024); *see also Chick-fil-A, Inc.*, 2026 OK 13, ¶ 11 (noting that 12 O.S. § 3226 was amended in 2017 to “more closely follow amendments to Rule 26 of the Federal Rules of Civil Procedure adopted in 2015,” which “emphasize that ‘proportionality’ is a core element in assessing the scope of discovery.”).

The Oklahoma Supreme Court has cautioned that “pretrial discovery by depositions and interrogatories has a significant potential for abuse.” *YWCA of Oklahoma City v. Melson*, 1997 OK 81 n.41, 944 P.2d 304 (quoting *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 32 (1984)). Accordingly, the Oklahoma Discovery Code requires a court to “limit the frequency or extent of discovery otherwise allowed if it determines” that “the proposed discovery is outside the scope permitted by subparagraph a of paragraph 1 of this subsection [regarding relevance and

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

proportionality.]” 12 O.S. § 3226(B)(2)(c). As such, this Court may issue, “for good cause shown ... any order which justice requires to protect a party or person” from “oppression or undue delay, burden or expense,” including “that the discovery not be had” or “that the discovery may be had only on specified terms and conditions[.]” 12 O.S. § 3226(C)(1).

Here, the Notice demands an irrelevant, overly broad, and far-ranging scope of discovery that is neither justified nor warranted by the homeowners’ claim at issue here.³ As State Farm has argued throughout discovery, Plaintiffs’ demands for discovery relating to corporate-wide policies and practices, including the FME, do not shed any light on the alleged wrongdoing that led to the claim decision they are challenging. Plaintiffs’ claims deal *solely* with the Defendants’ purported conduct in connection with Plaintiff’s Policy and insurance claim—i.e., State Farm’s application of the terms of the Policy (which Plaintiffs had a duty to read)⁴ and what Defendants said (or did not say) to Plaintiffs. None of the Topics shed *any* light on these issues because Plaintiffs cannot explain how bonuses and rewards to State Farm personnel who were not involved in the handling of their insurance claim are relevant to the claims and defenses in this case. And while State Farm acknowledges this Court has overruled its objections to FME-related discovery, which Plaintiffs justify with their bad faith theories of a supposed scheme to reduce wind/hail claim payments, allowing additional discovery into FME-related *compensation or bonus information* for individuals who were not involved in the claim handling at issue far exceeds the bounds of relevance and proportionality. That is particularly the case because, despite taking approximately

³ State Farm also objects to the Topics to the extent they seek confidential, proprietary business information and/or trade secrets, or information containing attorney work product and/or protected by the attorney-client or other legal privileges.

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

thirty hours of depositions and receiving tens of thousands of documents relating to the FME, Plaintiffs cannot articulate how the information they are seeking sheds *any* light not only on the claims and defenses in this case, but on how the supposed bad faith “scheme” impacted their claims. To the extent Plaintiffs believe rewards or compensation incentivized pre-denial of wind/hail roof claims—which they did not—it defies logic how payments that the individuals involved in Plaintiffs’ claim handling *did not even receive* could create any incentive that impacted Plaintiffs’ claim.

As the Oklahoma Supreme Court reaffirmed, “when the request is overly broad on its face or when relevancy is not readily apparent”—as is the case here—“the party seeking the discovery has the burden to show the relevancy of the request.” *Chick-fil-A, Inc.*, 2026 OK ¶ 15. Each of the Topics (including the corresponding document request) is facially overbroad and irrelevant, and Plaintiffs have not met their burden to demonstrate their relevance and proportionality to the claims and defenses in this case.

For example, Topic 3 seeks “[t]he identity of every State Farm employee, manager, executive, officer, or vendor who received any reward connected to FME Wind/Hail, and for each: the amount, date, approver, funding source, and the stated reason/criteria from 2020 until the present.” Whether any State Farm personnel received a reward—let alone all the details Plaintiffs are requesting—is wholly irrelevant to Plaintiffs’ claims and State Farm’s defenses regarding the insurance claims at issue. Moreover, Topic 4 seeks “[t]he full history of rewards provided to FME personnel referenced in Kathy Ress’s statement that ‘many have been provided’ and that amounts should be considered ‘holistically,’ but Plaintiffs cannot explain how all and any rewards—regardless of their connection to the handling of their insurance claim or even to the purported FME “scheme” they have alleged—is at all relevant or proportional. Other Topics seek testimony

regarding unspecified “claims personnel”—or specific personnel Plaintiffs do not dispute were not involved in the handling of their claim—without explaining how the requested testimony would shed any light on the claim decision they are challenging.

Plaintiffs are also not entitled to the “discovery on discovery” they seek in Topic 13, which requests testimony on “[t]he identification, location, custodians, and retention/preservation of documents concerning FME rewards, reward budgets, approvals, and the metrics in Topics 6–8. . . .” Oklahoma law limits discovery to “any matter, not privileged, which is relevant to any party’s claim or defense.” 12 O.S. § 3226(B)(1)(a). “[D]iscovery about the process by which a party searches for, reviews, and collects documents is not discovery relevant to a claim or defense.” *LKQ Corp. v. Kia Motors Am., Inc.*, 345 F.R.D. 152, 158 (N.D. Ill. 2023). And even in the limited circumstances courts recognize the authority to order discovery-on-discovery, the moving party must first establish an adequate factual basis to support the need for such discovery. *Id.* at 162 (“Regardless of the adjective courts use to modify the type of factual showing they require, each of these standards necessitates that concrete evidence be presented to the court to support the requesting party’s request for discovery on discovery.”) Here, Plaintiffs have offered no evidence, much less concrete evidence, establishing the need for discovery-on-discovery.

III. THE NOTICE VIOLATES THE DISCOVERY CODE’S PROPORTIONALITY AND “REASONABLE SPECIFICITY” REQUIREMENTS.

Discovery must not be overly broad and instead must meet the standard for specificity under the Oklahoma’s Discovery Code. *See Prescott*, 2019 WL 11339874, at *2 (“The party seeking the deposition must identify topics for inquiry with reasonable particularity.”). Case law is clear that a party seeking corporate testimony under 12 O.S. § 3230(C)(5)—the Oklahoma counterpart to Federal Rule 30(b)(6)—must issue a deposition notice that identifies deposition topic(s) for the corporate designee(s) with “reasonable particularity.” *Id.* Without this required

specificity in the noticed topics, “the deponent may be unable to fulfill its duty to produce designated and properly prepared representatives.” *Id.* (citing *Singh v. Shonrock*, No. 15-9369-JWL-GEB, 2017 WL 698472, at *2 (D. Kan. Feb. 22, 2017)). Because § 3230(C)(5) places substantial responsibilities and burdens on the responding corporate party, for the rule to effectively function, the requesting party must take care to designate, with painstaking specificity, the particular subject areas that are intended to be questioned and that are relevant to the issues in dispute. *HVI Cat Canyon, Inc.*, 11683593, at *7 (citing *Prokosch v. Catalina Lighting Inc.*, 193 F.R.D. 633, 638 (D. Minn. 2000)).

Here, the Notice fails to meet the particularity and specificity requirements of the Oklahoma Discovery Code. Plaintiff’s Petition relates to a claim with alleged dates of loss of October 4, 2023 and May 21, 2024. But, far from applying “painstaking specificity,” most of the Topics either do not specify a relevant time period or seek testimony and documents going back to at least 2020, years before Plaintiffs’ alleged dates of loss here, and for additional years after State Farm handled Plaintiffs’ insurance claim. Moreover, the Topics seek testimony on “rewards”, “bonuses”, and/or “compensation” for individuals whom Plaintiffs do not dispute lacked involvement in the handling of Plaintiffs’ claim. The Topics also contain numerous other vague, ambiguous terms that do not satisfy the standard of reasonable particularity, forcing State Farm to speculate about their intended meaning. Examples include, but are not limited to, “FME savings, indemnity reduction, or claims-outcome metrics”; “roof-replacement rates”, “full history of rewards”, and “meritorious wind/hail claim”, among others. Finally, numerous Topics seek testimony regarding “all” or “any” of the specified subject matter, such as “[a]ll communications” (Topic 9); “[a]ny goals, targets, quotas, scorecards, dashboards, or performance evaluations” (Topic 8); and “[a]ny consideration, discussion, bonus, or provision of a reward” (Topic 5). Any

expectation that State Farm can produce a witness to testify about such vague and broad topics is contrary to the purpose of the specificity requirement.

IV. A STAY OF THE NOTICED DEPOSITION IS WARRANTED.

The Court should stay the noticed deposition until after resolution of State Farm’s Motion and all appellate relief is exhausted. A district court has inherent authority to manage its docket in furtherance of judicial economy. 12 O.S. § 3226(C)(1); *see also Sautbine v. U. S. Cities Corp.*, 1926 OK 74, ¶ 7, 114 Okla. 110, 243 P. 499, 500 (“[E]very court has the inherent power to control its own process, and may, in the exercise of sound discretion and to prevent injustice, stay or quash the same, as may appear to be proper and right.” (citation omitted)); *Hambright v. City of Cleveland*, 1960 OK 184, ¶¶ 15-16, 360 P.2d 493, 496. Accordingly, this Court may issue, “for good cause shown ... any order which justice requires to protect a party or person” from “oppression or undue delay, burden or expense,” including “that the discovery not be had” or “that the discovery may be had only on specified terms and conditions[.]” 12 O.S. § 3226(C)(1). Good cause exists here to order that discovery on the Topics “not be had” until after the Court resolves the motion and State Farm has exhausted its appellate remedies.

As explained above, the Topics are wide-ranging, overbroad, and unduly burdensome. There is no reason to require State Farm or its counsel to devote substantial time and resources to prepare testimony on those Topics before the Court determines the proper scope of discovery. If the deposition proceeds before the Court rules, State Farm will be forced to incur significant, immediate burden and expense in responding to Plaintiff’s irrelevant, disproportionate, and overbroad Topics, for an undefined and unlimited period of time. That burden cannot be undone if the Court later quashes the Topics.

State Farm therefore respectfully requests that the Court enter a protective order preventing Plaintiff from pursuing corporate testimony regarding the Topics until after this Court resolves State Farm's motion and State Farm has exhausted its appellate remedies.

CONCLUSION

WHEREFORE, State Farm respectfully requests that the Court quash the Notice and issue a protective order preventing the State Farm corporate representative deposition noticed for October 20, 2026.

Respectfully submitted,



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CERTIFICATE OF MAILING

I do hereby certify that on October 20, 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 1

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

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

CASE NO. CJ-2025-2626

NOTICE OF CORPORATE REPRESENTATIVE DEPOSITION

Pursuant to 12 O.S. § 3230(C), Plaintiffs Billy Lacy Hursh (“Plaintiffs”) will take the video deposition(s) upon oral examination of **Defendant State Farm Fire and Casualty Company** on **Tuesday, October 20, 2026**, beginning at 9:00 a.m. Central Time at the following location:

Location: **Bloomington-Normal Marriott
Hotel & Conference Center
201 Broadway Ave, Normal, IL**

Or

PROFESSIONAL REPORTERS
511 Couch Drive, #100
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.

EXHIBIT A
DEPOSITION TOPICS

1. The creation, content, approval, and implementation of the November 24, 2021 “FME – Wind/Hail and Water – Our Reward Recommendations” communications (HUR00027313; HUR00004369) (HUR00056814-00056818) including each recommended recipient, role, and amount, and who approved, modified, or paid each reward.
2. The meaning and basis of the statement that, “[c]onsidering the additional lift the Enterprise has experienced with Wind/Hail, we looked to align higher rewards in that space,” including how the “lift” was measured, who measured it, and how it factored into reward amounts.
3. The identity of every State Farm employee, manager, executive, officer, or vendor who received any reward connected to FME Wind/Hail, and for each: the amount, date, approver, funding source, and the stated reason/criteria from 2020 until the present.
4. The full history of rewards provided to FME personnel referenced in Kathy Ress’s statement that “many have been provided” and that amounts should be considered “holistically,” including all prior and subsequent FME-related rewards from 2020 through the present.
5. Any consideration, discussion, bonus, or provision of a reward to in-house or outside counsel in connection with FME Wind/Hail, including but not limited to those as referenced in the November 24, 2021 reply, including who proposed it, the outcome, and any amounts paid.
6. The relationship, if any, between FME rewards and any metric measuring reduction in claim payments or indemnity, including the Fire Estimatic Difference (FED), net paid indemnity, severity, roof payment volume, the full-roof-replacement rate, and the total-to-partial (replace-to-repair) roof ratio.
7. The policies, criteria, approval authority, and budget for rewards tied to FME or to claims-handling outcomes, including who designed the structure, who approved payments, and how recipients and amounts were determined.
8. Any goals, targets, quotas, scorecards, dashboards, or performance evaluations applied to Wind/Hail claims personnel or managers that measured, rewarded, or penalized indemnity reduction, roof-replacement rates, severity, or estimate size — and how they affected compensation, advancement, or discipline.
9. All communications in which FME savings, indemnity reduction, or claims-outcome metrics were referenced in connection with compensation, rewards, bonuses, promotions, or recognition of claims personnel.
10. The roles, responsibilities, reporting lines, and compensation/reward history (as to FME) of Nicole Manduca, Dana Jokerst, Kathy Ress, Tyrone Smith, and any others shown on the reward tables, as they relate to FME Wind/Hail.

11. Whether any individual involved in handling, reviewing, supervising, or deciding the Hursh wind/hail roof claim (or the unit/region that did) received, was eligible for, or was evaluated under any FME-related reward, goal, or metric described above, including but not limited to State Farm Section Manager Sharon Arnold.
12. Whether State Farm maintained any metric, reward, goal, or recognition for *correctly paying* or *fully paying* a meritorious wind/hail roof claim, or for *underpayment* identified and corrected — and if not, the reason none existed.
13. The identification, location, custodians, and retention/preservation of documents concerning FME rewards, reward budgets, approvals, and the metrics in Topics 6–8, including any spreadsheets, dashboards, HR/compensation records, and personnel files.

EXHIBIT “B”

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

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

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&

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Tulsa, OK 74137
918-574-8458
888-572-8263 (fax)
pat@bibylaw.com
ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of October, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
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(918) 595-4990 (fax)
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-and-

Lance E. Leffel
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BOK Park Plaza
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Oklahoma City, OK 73102
lleffel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS

Blake Sonne

EXHIBIT 2

**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 of **Defendant State Farm Fire and Casualty Company** on **Tuesday, October 7, 2025**, beginning at 9:30 a.m. Central Time at the following location:

PROFESSIONAL REPORTERS
511 Couch Drive, #100
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.

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

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ATTORNEYS FOR PLAINTIFF

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. 1. Your P&C Claims Department, including (but not limited to) the following:

- a. its membership and function, generally;
- b. its focus on what State Farm can or could do to improve quality and/or lower its indemnity payments related to roofs and/or lower the total or full roof replacement to partial roof replacement ratio, lower full roof replacement approval percentages, and/or lower total roof payment volume on wind/hail claims.
- c. its belief in, practice, and/or commitment to transparency with its insureds and the public, including that all insureds and the general public should have full knowledge of all factors, policies, practices, or related items that might impact how insureds' claims are handled, adjusted, and paid by State Farm.

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. 21. Your reliance on **“upskilling”** to train, re-train, and/or discipline your Claims Handling Personnel.

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.

TOPIC NO. 23. Your relationship with Haag, including (but not limited to) subsidiaries such as Haag Education and Haag Engineering. This includes (but is not limited to) the following:

- a. any Indemnity or other type of Agreement between You and Haag;
- b. Your moratorium on the use of Haag following verdicts in *Nicolau* and *Watkins*;
- c. Your actions in contravention on Your moratorium on the use of Haag.
- d. Your internal investigations into Your use of Haag, including (but not limited to) whether such use subjected Your insureds to bias;
- e. Your reliance on training conducted, authored, produced, and/or delivered by Haag, including (but not limited to) Haag-developed or Haag-defined terms, for Your Claims Handling Personnel;
- f. Your reliance on training conducted, authored, produced, and/or delivered by Haag, including (but not limited to) Haag-developed or Haag-defined terms, for Your captive Agency Personnel;
- g. any Cost/Benefit Analyses You conducted, commissioned, or produced related to your relationship with Haag;

- h. HAAG Education Hail and Wind Assessment Video Series,” including but not limited to: Chapter 1 – Hail and Wind Basics contains four segments and is 1 hour and 28 minutes; Chapter 2 – Composition Shingles contains nine segments and is 2 hours and 33 minutes long.

TOPIC NO. 24. Your use of **Engineering Services** on claims for roof damage in Oklahoma, including (but not limited to) the following:

- a. Any Cost/Benefit Analyses You conducted, commissioned, or produced related to Your use of Engineering Services;
- b. Your Criteria determining when You elect to use Engineering Services on a claim for wind, hail, and/or tornado damage;
- c. Your Criteria determining when You elect to use Engineering Services on a claim for damage to a Dwelling roof;
- d. Any auditing of Engineering Services on claims involving denials of total or full roof replacements.

TOPIC NO. 25. All **training** you provide or require of Your Claims Handling Personnel regarding the following:

- a. Claims for damage to Dwellings caused by wind and/or hailstorm;
- b. Claims for damage to Dwellings caused by hail and/or hailstorm;
- c. Claims for damage to Dwellings caused by tornado;
- d. Claims for damage to Dwelling roofs;
- e. Evaluation of Dwelling roof damage;
- f. Coverage for Dwelling roofs;
- g. Coverage exclusions for Dwelling roofs;
- h. Use of “MyBlock”;

TOPIC NO. 26. Your relationship with **Agent**, including (but not limited to) the following:

- a. Agent’s compensation (both monetary and otherwise);
- b. Agent’s authority to bind coverage on your behalf;
- c. Agent’s loss ratio statistics;
- d. training You provided Agent with regard to property claims;

- e. training You provided Agent with regard to claims for wind, hail, and/or tornado damage;
- f. training You provided Agent with regard to 360Value;
- g. Use of “MyBlock”;
- h. Claim managers calls with Agency leadership from mid-January 2021 through February 2021 to discuss wind/hail topics that were frequent points of discussion with Agency in 2020. These topics may include a review of 2020 claim wind/hail volume, additional inspections, matching, roofer inspections prior to a claim being submitted to State Farm, timelines for obtaining replacement cost benefits, Roof/Exterior Inspection Assist Program, SFPSP Roofing Services Program (RSP)/Contractor Services Program (CSP), Roof Surfaces Payment Schedule Endorsement, and Metal Roof Exclusion for Hail (Section 1 – Additional Coverage: Metal Roof Endorsement)

TOPIC NO. 27. Your issuance of the **Policy**, including (but not limited to) the following:

- a. All information about Plaintiff, Plaintiff’s Dwelling, and/or the Policy, contained in Your ECS system;
- b. Any inspection(s) You conducted or commissioned of Plaintiff’s Dwelling;
- c. Each renewal of the Policy;
- d. Agent’s role in the marketing, sale, procurement, binding, issuance and/or renewal of the Policy;
- e. All terms, conditions, and exclusions written in the Policy;
- f. All terms, conditions, and exclusions operative upon the Policy but hidden from its plain language;

TOPIC NO. 28. Your adjustment of the **Claim**, including (but not limited to)

- a. All aspects of the Claim File (as defined above, without any limitation as to your own definitions thereof);
- b. All information about Plaintiff, Plaintiff’s Dwelling, the Policy, and/or the Claim contained in Your ECS system;
- c. All information provided to You by Plaintiff (or any Plaintiff’s agent) regardless of whether such is contained in ECS or the Claim File;

- d. All Claims Handling Personnel involved in the Claim, including any Managers and/or Claims Consultants;
- e. All Documents and Communications between You and any third party (including Agent) about the Claim;
- f. Handling and decisions with respect to the Claim.

TOPIC NO. 29. Your use of the **Comprehensive Loss Underwriting Exchange** (“CLUE”), including (but not limited to) the following:

- a. The conditions under which you elect to report information to CLUE
- b. The information you report to CLUE
- c. All information reported to CLUE regarding Plaintiff, the Policy, and/or the Claim
- d. Punishing insureds with CLUE reporting of confidential settlement numbers.
- e. Any tax implications based on what you report to CLUE
- f. Any information, rating, premium, or related data for an insured based on information reported to CLUE

TOPIC NO. 30. All policies, procedures, rules or otherwise relating to the duties or obligations or expectations of State Farm and/or its captive Agent(s) to keep abreast of the condition of the properties State Farm insures upon renewal, including but not limited to reducing the risk of insuring the property, maintaining the exterior of the property, reducing the risk of additional damage to the roof, replacing the roof, replacing shingles with granular loss, eligible roofing material used, and how the insured gets this information to State Farm and/or its captive Agent(s).

EXHIBIT “B”

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

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of September, 2025, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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