IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST,

Plaintiffs,

v.

CASE NO. CJ-2025-135

STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC.,

Defendants.

PLAINTIFFS' RESPONSE TO STATE FARM'S IMPROPER NOTICE OF MOTION TO CONSOLIDATE THE DEPOSITIONS IN THIS CASE WITH A CASE PENDING IN ANOTHER COUNTY & COUNTER MOTION FOR RULE 4 ORDER THAT THIS CASE IS NOT TO BE CONSOLIDATED WITH ANY OTHER CASE

COME NOW the Plaintiffs, by and through their counsel of record, Whitten Burrage, and respectfully request that the Court issue an order that this case and the discovery and depositions herein is not to be consolidated with any other action. Plaintiffs are willing to have oral arguments if this Court prefers, but in the alternative, Plaintiffs request a ruling on the briefs under District Court Rule 4(h). 12 O.S. Chapter 2, Rule 4(h) ("Motions may be decided by the court without a hearing, and where this is done, the court shall notify the parties of its ruling in writing by mail or email.").

PROCEDURAL HISTORY & FACTUAL BACKGROUND

On December 4, 2025, Plaintiff moved for an appointment of a special discovery master in three cases pending in front of Judge Dishman in Oklahoma County and made a secondary request to consolidate those cases solely for judicial economy of the special discovery master (*Adair v. State Farm*, CJ-2023-6121; *Pruitt v. State Farm*, CJ-2024-7828; and *Cox v. State Farm*, CJ-2024-7630). *See e.g.* 12/4/2025 Adair Mot. for Special Disc. Master.

On January 9, 2026, the parties appeared in front of Judge Dishman on Plaintiff's Motion for Appointment of Special Discovery Master in those three cases pending in front of Judge Dishman against State Farm at similar stages of discovery wherein Plaintiff made clear that consolidation of the three cases at issue was not the main request, as "plaintiffs are willing to bear the burden of three separate special discovery masters if this Court is not inclined to consolidate." *See* Ex. 33, *Adair* 1/9/2026 Hrg. Trns. at 12:6-8. Judge Dishman decided, "I'm not going to consolidate, and the reason I'm not going to consolidate is because I think there are too many differences when you name the individual agents as a defendant. All those situations are going to be factually different." Ex. 33, *Adair* 1/9/2026 Hrg. Trns. at 31:7-11.

Ironically, the last time Plaintiff's counsel moved for consolidation prior to the request to consolidate for only discovery purposes in cases pending in front of the same Judge (Judge Dishman) was in CJ-2020-4453, wherein State Farm filed a Response to Plaintiffs' Motion for Consolidation on January 16, 2024 with the following arguments to prevent consolidation in front of Judge Timmons:

> Consolidation should be denied because **Plaintiffs have not met – and cannot meet – the burden placed on them to demonstrate that: (1) consolidation will benefit judicial economy without causing delay, undue expense, prejudice, or confusion; and (2) sufficient common questions of law or fact exist, particularly as to the agents sued in each case.**
>
> Consolidation of the cases urged herein is not permitted because the issues are neither identical issues as required by Local Rule 9 nor common as required by 12 O.S. § 2018. But the Court need not even get to that substantive prong of the analysis, because Plaintiffs are not simply asking the Court to combine the causes of action against State Farm, but nine separate causes of action against the agent Defendants arising from entirely different and unique facts. Further, the cases are of varying ages and in different litigation postures governed by different discovery orders. **The disparity among the cases both factually and procedurally negates any perceived efficiency and reveals the delay, confusion, and prejudice to the**

individual agent Defendants, State Farm, and the judicial system that will result.

For example, *Nida*, arises from a hail claim made more than four years ago and has been on file since September 2020, while Fletcher still has pending motions to dismiss with answers not yet due. Likewise, in *Nida, Hosier*, and *Kyger*, extensive institutional discovery has already occurred, while initial discovery requests have not even been served in *Fletcher*. As to most of the others, they are in varying stages of non-"native" document production made subject to protective orders entered by the judges in those cases with greater protections than have been ordered in the cases before this Court. **Each of the cases where discovery has taken place have different discovery rulings by different judges that would need to be addressed one by one and reconciled in a consolidation by this Court that would take extensive motion practice as well as hearings. Given the different procedural postures of these cases and Plaintiffs' unexplained delay in moving for consolidation, granting Plaintiffs' Motion would be prejudicial to the Defendants, delay efficient and prompt adjudication of cases that does not benefit any party, and benefits only Plaintiffs' Counsel.**

Critically, these cases include not just State Farm, but nine individual agents who had no part in the claim determination for which State Farm is sued. **The agents are instead sued under negligent procurement and fraud theories, the outcomes of which will turn entirely on what each Plaintiff said to his or her respective agent and what his or her agent said to each Plaintiff. Indeed, the agent issues veer entirely into policy issuance and underwriting questions and are not at all about the claim handling for which Plaintiffs pursue institutional discovery from State Farm.**

As to the claims against State Farm, the Consolidation Cases involve nine different disputes about whether nine different houses were damaged by nine different weather events and to what degree. **All nine have different dates of loss, ranging from October 6, 2019, in Nida to October 14, 2021, in Kelly, implicating differences in training and claim handling procedures. The nine properties are located across seven towns, nearly half of which are not even in Oklahoma county.** As to Plaintiffs theme that State Farm enforced a scheme for denying hail claims, the hail determinations in Christy, Kelly, and Fletcher were made by third-party inspectors not trained by State Farm or bound by its operational guidelines, and McDow involved an external claims resource adjuster who was also not trained by State Farm. **In addition to the third-party inspectors, more than 20 different State Farm adjusters were involved, meaning training material produced in**

> **one case may not be relevant to another. Further, there were 13 different contractors.** Fletcher and Christy involve rental policies rather than homeowner policies. Because the facts specific to each claim vary, the claim decisions also vary: only one claim was denied; State Farm made payments in four cases; and in three cases, although damage was identified, payments were not made because the estimated cost of repairs fell below the total deductible and depreciation.

See Ex. 34, 1/16/2024 *Nida* SF Resp. to Mot. to Cons. (without exhibits) (emphasis added). Despite State Farm strongly objecting to consolidation of identical matters two years ago, State Farm now says the same is proper, without distinguishing any of its previous arguments. For the same reasons above, the cases pending against State Farm in front of different judges are not proper to consolidate.

On January 23, 2026, State Farm moved for consolidation of all the State Farm Oklahoma County District Court cases pending in front of various judges in various different stages of litigation. *See* Ex. 35, 1/23/2026 *Adair* SF Mot. to Cons. OK County Cases (without exhibits). Plaintiffs submitted their response and objection to such request, because consolidation is not proper and the local county rule requirement of identical issues is clearly missing from these cases. *See* Ex. 36, 2/10/2026 Pls' Obj. & Resp. to SF's Con. Mot (without exhibits). *See also* Oklahoma County R. 9. Thereafter, the parties received the following email from Judge Dishman's bailiff:

> Judge has reviewed the Motion to Consolidate and below is his response.
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> Counsel,
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> **Defendant State Farm's Partial Motion to Consolidate for Corporate Discovery Purposes Only is denied, with respect to written discovery.** While the Court is sympathetic to Defendant's arguments and understands how such consolidation may create efficiencies for Defendant, **the Court is concerned that an order of partial consolidation may make things more difficult for the Court, and create future, unnecessary litigation over what is (or isn't) "corporate discovery."** The Court also is in agreement with the reasoning of the Attorney General's objection to the motion. My intention is for the discovery master to handle discovery issues to the greatest extent possible, without the Court's intervention.

> That said, the Court is open to limitations being placed on the length or number of depositions of corporate officers. Please work together to come to an agreement on this issue. **If not, please file a motion.**
>
> If you have any question about my ruling, please set us for a quick status conference at your convenience.

See Ex. 37, 5/21/2026 Dishman Email Order. State Farm did not ask for a status conference with Judge Dishman until over two months later and after losing several Motions to Quash in Oklahoma County and Comanche County. *See* Ex. 38, 7/31/2026 Rother Email. *See also e.g.* 10/24/2025 SF *Hursh* MTQ Ress, 10/25/2025 SF *Hursh* MTQ Welsh, 10/27/2025 SF *Hursh* MTQ Manduca, 11/03/2025 SF *Hursh* MTQ Herbert, 1/7/2026 SF *West* MTQ Manduca; 6/11/2026 SF *West* MTQ Ress, Herbert, Moss, and Welsh. *See also.* Ex. 39, *Hursh* 12/31/2025 JE; Ex. 40, *West* 7/24/2026 Order.

Six (6) business days later, State Farm filed a Motion to Consolidate the depositions in only two cases, the *Hursh* Matter and this matter, both pending in different counties. *See* e.g. West SF Con. Mot. This case is set for trial on November 2, 2026. The *Hursh* Matter's case number is CJ-2025-2626 and is pending in front of Judge Palumbo in Oklahoma County and is set for trial December 7, 2026. In response to State Farm's request for a status conference in front of Judge Dishman, Plaintiffs objected to such conference, and provided, in relevant part:

> We respectfully object to a status conference. **We have communicated with State Farm that in our view, the court welcomed a status conference if the parties were unable to come to an agreement on the length or number of depositions in the State Farm cases pending in front of Judge Dishman and after State Farm files a new Motion on this.**
>
> ...
>
> **We would ask that the Court post-pone a status conference until State Farm files a Motion and Plaintiffs are able to respond on the merits in writing. We also believe the Court would benefit from seeing the parties' position in writing before making a ruling on the new request to consolidate.**

See Ex. 38, 8/10/2026 Burrage Email (emphasis added). Thereafter, Judge Dishman set a status conference for August 20, 2026 at 2:30 PM. Importantly, the "corporate discovery" State Farm seeks to get another bite at consolidating is not even pending in front Judge Dishman, but is now pending in front of Judge Sheperd. *See* Ex. 41, West SF Con. Mot (without exhibits). Furthermore, there is no request to take any of the State Farm executives in any of the cases pending currently against State Farm in front of Judge Dishman.

To use Judge Dishman's email order to somehow argue that a case in Comanche County which State Farm never even asked Judge Dishman to consolidate solely to take depositions away from this Court is improper and unprecedented. Those making the rules for this Court chose to allow consolidation only if the issues are "**identical.**" Oklahoma County R. 9. Consolidation limited to Oklahoma County does not meet the requirement of identical issues. Furthermore, because of State Farm's attempts to rob this Court and Judge Palumbo of the ability to control their dockets and orders in the two most advanced cases set for trial, Plaintiffs are filing a Motion in both in this case and the Hursh Matter for an Order removing these cases from any future consolidation order.

ARGUMENTS AND AUTHORITIES

Why does State Farm now seek this extraordinary and unprecedented consolidation of two cases proceeding against two different agent defendants across two different counties? The answer is simple: they do not like the discovery orders issued by those judges (specifically this Court and Judge Palumbo) presiding over the cases they now seek to consolidate. Indeed, State Farm's plea to judicial economy is self-servingly ironic given that the original request to consolidate was limited to Oklahoma County but now, after such request was denied, State Farm attempts to loop this case pending in Comanche County that is well-developed and distinct, with distinct discovery orders.

Additionally, State Farm only seeks to consolidate depositions after losings Motions to Quash such depositions, showing the request to consolidate is not made in good faith. *See e.g.* 10/24/2025 SF *Hursh* MTQ Ress, 10/25/2025 SF *Hursh* MTQ Welsh, 10/27/2025 SF *Hursh* MTQ Manduca, 11/03/2025 SF *Hursh* MTQ Herbert, 1/7/2026 SF *West* MTQ Manduca; 6/11/2026 SF *West* MTQ Ress, Herbert, Moss, and Welsh. *See also.* Ex. 39, *Hursh* 12/31/2025 JE; Ex. 40, *West* 7/24/2026 Order. Furthermore, State Farm has sought to avoid its discovery obligations in these cases by asking the Oklahoma Supreme Court to intervene. However, even after arguing that Judge Palumbo exceeded her jurisdiction by granting Plaintiffs' First Motion and ordering certain executives to be produced (which State Farm seeks to consolidate), the Oklahoma Supreme Court unanimously denied accepting State Farm's request to accept mandamus. *See* Ex. 42, Palumbo Writ Denied Order.

In the Hursh Matter, Judge Palumbo has stated on the record at the August 4, 2026 hearing: "State Farm, nobody can adequately prepare for depositions because you have not complied with discovery … State Farm has had every opportunity to come in and march in a live witness to tell me and explain why they cannot comply, and they don't … **I will be attending Nicole Manduca's deposition. She is welcome to do it here in my courtroom or in my jury deliberation room, or I will be attending it by Zoom**." *See* Ex. 43, 8/4/2026 *Hursh* Trns. at 11:9-11; 12:11-13; 14:2-3 (emphasis added).

Judge Palumbo ordered the executive depositions take place in on the following dates in her August 4, 2026 minute order: Wensley Herbert on August 20, 2026; Scott Welsh on August 27, 2026; Kathy Ress on August 28, 2026; and ordered the corporate representative depositions to take place in her courtroom for Nicole Manduca and Wayne Stewart (State Farm's chosen designees) between September 1-3 and 9-11. *See* Ex. 44, Hursh 8/4/2026 Minute Order.

After this hearing, the parties worked together to secure deposing Wensley Herbert on August 26, 2026; Scott Welsh on August 27, 2026; Kathy Ress on August 28, 2026 in Bloomington, Illinois and have booked flights, hotels, and court reporters. The parties are working on securing availability for the corporate designees to take place in Judge Palumbo's courtroom on September 17 and September 18, however, counsel for State Farm stated they were unavailable and only provided two dates for these depositions to take place.

The cases where the plaintiffs are represented by the undersigned attorneys are facially inappropriate for consolidation across different counties for at least five reasons: they (1) are factually distinct from each other; (2) arise from various and dissimilar dates of loss with different sizes of hail (3) the consolidation on "corporate discovery" would cause massive confusion because the individual agents get "corporate scheme" training; (4) arise from various and different State Farm agencies with different underwriting guidelines in effect based on different dates of procurement and renewal; and (5) are at dramatically different stages of litigation. State Farm seeks another bite at the apple to consolidate all Oklahoma County cases to Judge Dishman and to consolidate the depositions Judge Palumbo ordered with Comanche County depositions to forum shop in cases where they lost orders to quash these depositions. *See e.g.* Ex. 39, *Hursh* 12/31/2025 JE; Ex. 40, *West* 7/24/2026 Order.

Granting the requested relief will encourage every insurance company defendant in Oklahoma to seek consolidation whenever an unfavorable discovery ruling occurs in any individual case. Not only is consolidation in Oklahoma County improper but State Farm is seeking to use this Court's order to support its request for a multi-county consolidation, which is deeply improper. For the reasons below, the relief sought by State Farm should be denied.

STANDARD

Oklahoma law requires a common question of law or fact for consolidation, and due to the differences in discovery sets issued, as well as differences in case needs and nuisances in facts, does not support State Farm's request for consolidation. The absence of a "common question of law or fact" also negates consolidation. 12 O.S. § 2018(C). Indeed, those making the rules for this Court chose to allow consolidation only if the issues are "**identical**." Oklahoma County R. 9. The questions of law and fact in these cases are neither identical nor common enough to satisfy the prerequisite for consolidation. Furthermore, the Oklahoma Supreme Court has not ever implanted the statutory authority for multicounty consolidation pursuant to 20 O.S § 81 (2004), nor has it promulgated rules under the statute.[1]

This is especially true considering State Farm in January of 2024 stated that nearly identical State Farm cases were not proper to consolidate because of the "different procedural postures of these cases and Plaintiffs' unexplained delay in moving for consolidation, granting Plaintiffs' Motion would be prejudicial to the Defendants, delay efficient and prompt adjudication of cases that does not benefit any party, and benefits only Plaintiffs' Counsel." *See* Ex. 34, 1/16/2024 SF Resp. to Mot. to Consolidate at p. 2. Almost two years later, this remains true: State Farm's unexcused delay in moving to consolidate only after receiving orders it objects with is not proper and does not benefit any party. Plaintiffs, as the mater of the complaint and the burden of proof, strongly object to the consolidation of these matters. Plaintiffs' counsel has never had State Farm cases become

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[1] *See* 20 O.S. § 8l(A), (H) ("At the discretion of the Supreme Court, the Court may create a Judicial Panel on Multidistrict Litigation ... The Supreme Court shall promulgate rules for the implementation of this section.").

consolidated at its objection. As such, Plaintiffs request this Court to deny State Farm's request for partial consolidation.

CASES ARE NOT AT SAME DISCOVERY POSTURE

The cases State Farm seeks to consolidate are not the same. State Farm couches its request at "corporate discovery" only but as the party with the burden of proof who issues discovery, the discovery requests Plaintiffs have issued on corporate discovery blends into individual discovery on the agent and individual discovery on the claim. For example, Plaintiffs are aware that State Farm provided corporate training after the scheme was implemented for agents to have "tougher conversations" with insureds when denying or underpaying claims and that is corporate discovery, as well as underwriting guidelines at State Farm changing from 2015 to 2020. While this discovery is aimed at State Farm's institutional training of its agents, the discovery responses will differ depending on when the agent began working at State Farm and when their training began. There is no clean way to sever "corporate discovery" from individual agent discovery.

For example, discovery produced in this case evidences an intentional scheme to reduce first party claims. *See* Ex. 1-31. *See also* Ex. 32, Sheperd Order De-Designating Exhibits. For example, Exhibit 1 pertains to an agent complaining to State Farm that, "Our claims processes need to be reviewed … as they are not working for the customer or the agent … Agents need to know who the appropriate leadership personnel are to make decisions. Right now – that is next to impossible. There appears to be zero accountability within the claims system." This exhibit also shows that Nicole Manduca was the Claim Manager on this claim, which caused the agent great chaos. *See* Ex. 1.

Additionally, Exhibit 2 shows that State Farm was focused on how they will "know the tactics are working" and these tactics were created in bad faith by State Farm leadership, including pillar leads Dana Jokerst, David Chikahisa, Eric Daly, and Nicole Manduca. *See* Ex. 2. Furthermore, State

Farm identified that "Full Roof Replacements is [State Farm's] biggest bucket of opportunity[.]" Ex. 3. Furthermore, Nicole Manduca stated that the biggest bucket means indemnity savings. Ex. 4 ("The hypothesis helped us see our biggest bucket of opportunity (indemnity spend)"). State Farm's 2020 Fire Weather Leadership Business Plan identified that the "greatest opportunity" as "accounting for 57% of Net Paid Indemnity." Ex. 5.

State Farm bragged about saving "$1.4B decrease in indemnity" in just one year of the Scheme. Ex. 6. In fact, when Manduca confirmed that the FME Wind/Hail tactics worked so well for State Farm that ratios of full roof replacements to partial roof repairs were cut more that half in the years following introductions to all States. When Manduca asked if State Farm's results showed they were getting better, Tom Moss at State Farm bragged that "each % point difference is about 5k claim, so if we didn't pay for 1% of claims that did not have damage and were not covered but would have been paid for before based on lack of skill/will, that is 5K claims at $15,769 avg severity for $78.8 million." Ex. 7. So State Farm estimated that each homeowner they deny a roof replacement, like the West family, State Farm saves $15K on average. When State Farm leadership was discussing the wind/hail dashboard they created to track the roof tactics they developed, Kathy Ress told Manduca that this was a "[s]ilver platter for you." Ex. 8.

When State Farm leadership was discussing certain tactics, such as management reviews, roof skills reviews, Art of the Conversation to have tougher conversations when denying claims, Manduca noted "expanding/broadening management review on higher hail/wind severity threshold nets us the most gain from now until the end of the year." Ex. 9. State Farm worked with Accenture Consulting Services to develop self-serving and false industry standards that State Farm was overpaying on wind and hail claims. Ex. 10. This same email thread shows State Farm tracking reduction of total roof replacements. Ex. 10.

Manduca bragged about the "playbook" they created with the wind and hail tactics created to reduce coverage. Ex. 11. Manduca and Scott Welsh discussed the "huddle" they would do with the "playbook" on tactics they created. Ex. 12. John Christensen told Moss in 2023, "I want to ensure they plays that worked in the past we are doing." Ex. 13. This evidences that contrary to State Farm's claims, State Farm leadership in 2023 was doubling down on the tactics that saved State Farm $1.4 billion in 2021. Ex. 13. Ex. 6. Furthermore, John Christensen asked for "help on how we act immediately to improve our accuracy on wind/hail and the T[eam] M[anager] role" to "go back to what worked in the past to quickly make an impact." Ex. 13.

Jordan Coad emailed Manduca and other State Farm leadership about the Fix Profit Task Force ("Profit Task Force") and stated that the Profit Task Force was focused on "how we plan to continue to build on our momentum" and "continue focus on coverage for Water, Wind, and Hail." Ex. 14. Further down in the same chain, Jon Farney sent an email stating that State Farm was repurposing the Profit Task Force meeting to "discuss claims" and meet every Tuesday at 7 am. Ex. 14. Above this and in response to Farney, Michael Roper stated that some of the "Summary Observations" to discuss at the Profit Task Force Meeting on claims was that the "Property Damage C[losed] W[ithout] P[ayment] ratio was 39%, directly in line with estimates." Ex. 14. Roper also noted that the "tentative approach for Tuesday is to briefly cover the November trends at a high level before spending the majority of time focusing on Claims specific content." Ex. 14.

State Farm knew its tactics were implemented in bad faith, as evidenced by their leadership recommending that "any reference to 'targets' need replaced with 'selection'" Ex. 15. Manduca noted to State Farm leadership that the "Profit Task Force meetings are not anything we've typically been involved in, at least I don't think so." Ex. 16. This is likely because Oklahoma law has long established that an insurance company's claim center can never operate as a profit center, yet State

Farm knew that agents and consumers were complaining "State Farm is not writing accurate estimates as we are writing to repair roofs instead of replacing them." Ex. 17.

Corporate discovery against State Farm cannot be separated from the individual discovery against the captive agent in each of these cases. For example, on October 5, 2021, a captive State Farm agent named Tracy Haus emailed Jon Farney and other State Farm leadership about how the tactics State Farm created to reduce roof coverage was impacting her and the State Farm insureds she served:

> **The old slogan of "we pay what we owe, not a penny less, not a penny more" is not the case right now. We now pay really low and customers fight to get what we owe them in more and more cases. In my 20 years I have NEVER had to worry about the reputation of State Farm.** Even when we have raised rates and been uncompetitive, I always knew even if customers were paying more to be with us, we would come through at claim time! #ClaimTimeIsGameTime. I have heard for years now about Allstate's declining reputation when it comes to claims. I have taken so many of their customers all while paying more to be with us in most cases. **I know I am not the first to send an email about the issues we are having in claims, I certainly hope you are receiving A LOT of communication from agents letting you know what's happening to our company from the ground. I have been involved in many agent discussions, email groups etc. about fire claims problems, and specially Roofing issues. I had faith that you all were handling it and that you knew by word of sales leaders and claims team managers that are on the ground that its really bad.** But when I heard the slogan from a very reputable roofing company owner, "You are not in good hands and we are not your good neighbor' ...I was very upset. **That's the slogan around the country, not just here in Louisville. He sent me screen shot after screen shot of reputable companies that for years have loved working with us and now say we are just as bad as Allstate. And if we choose to ignore the contractors then we must listen to our clients. Calls have increased, almost every roofing claim we have the customer is unhappy, the process is laborious, and 8/10 times we end up paying what we should have in the beginning but end up with a mad customer and a tarnished reputation. My team is spending more and more time on claims and being pulled away from selling. For the last 6 months the roofing claim problems have grown.**
>
> ...
>
> **what is being done to look at and hopefully change the way Roofing claims are being handled?** This system is not only broken it is taking us down quicker than you can imagine. **Its gone from bad to worse in record time.** Word of mouth travels far and right now body shops to rental car companies to contractors are screaming from the rooftops and not saying nice things. Right now, our adjustors

> (4 in Louisville) are not the problem they are the solution. Roofing contractors would say we have a great team. **Inspectors are being sent out to measure and photo roofs and hand out a very small estimate to REPAIR knowing that in a lot of cases it should be much more than that. They are afraid to get their hand slapped and are in the pockets of State Farm so they are low balling at best and almost NEVER replace a roof.**

Ex. 17. What did State Farm leadership do after receiving hundreds of complaints just like this? Doubled down on the tactics causing chaos on wind and hail claims across the country. Ex. 14.

State Farm had many discussions about the "larger than normal number of complains" about coverage declining at State Farm and noted "[t]he roof thing is a problem. We have not done ourselves a favor there and claims leadership needs to clearly communicate the philosophy change to agents." Ex. 18. State Farm leadership specifically provided "Wind and Hail Claim Handling" training in a presentation to "Agency Leadership" in 2021, evidencing that these captive agents know they are selling illusory coverage that will not provide the full replacement cost benefits they purport to sell. Ex. 19. In fact, leadership such as Manduca were involved in calling agents about complaints over roof claim handling specifically. Ex. 20. *See also* Ex. 21 ("I am saddened to share the impact that my agency is having over roof claims.").

Not only did State Farm leadership discuss claims specific content with agents, State Farm noted as early as 2020 that agents were distrustful of State Farm claim handling due to the massive changes in claim handling without any changes to the policy. Ex. 22 ("Our 2020 Fire Claims quality plans also … disrupted expectations of our agents … this created a distrust of agents in our claim handling."). State Farm noted that the agents want to learn more about "underwriting guidelines, new processes being implemented and existing processes that are important for agents and customers to understand." Ex. 22. State

Farm also noted planned to "schedule Wind/Hail Quality discussions with Agency leadership." Ex. 22.

State Farm noted in 2021 that their tactics to reduce coverage were "going well" and the "Art of the Conversation" they created to help agents explain reduction of coverage without any new exclusions to the policy. Ex. 23. State Farm also scheduled a call in 2020 with all Oklahoma captive State Farm agents to discuss "damaging hail that impacted Oklahoma on April 21-22, 2020." Ex. 24. Another tactic State Farm developed was using a hidden definition from Haag Engineering on what is damage on a roof, discussing water-shedding ability, but did not add this language to their policy, and this was implemented in Texas and Oklahoma first. Ex. 25. For example, State Farm's operational guidelines on Wind/Hail provides that "damage occurs to roof coverings when water shedding ability or the life expectancy of the material is reduced."[2] Ex. 26.

State Farm made the Haag Education Hail and Wind Assessment Video Series mandatory viewing and required "[a] yearly refresher of relevant portions from the HAAG Education Hail and Wind Assessment Video series .. [a] minimum of 2 hours of refresher training will be completed by each claim handler and T[eam] M[anager]." Ex. 27. They tracked the completion of Haag education video training of all their claim handlers through an internal software called "MyBlock." Ex. 28. Moss sent an email in 2022, noting that State Farm leadership had developed a "replace calculator" which was a "new tool" for State Farm to use, despite not telling insureds this was going to be implanted on their claims. State Farm required mandatory training from Haag engineers despite having an

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[2] Haag brags on its website that "A longstanding definition of functional damage used by Haag is a reduction in the water-shedding capability or expected service life of the roofing material." https://haagglobal.com/articles/september-2019-blog-post/ (last visited August 21, 2026).

internal moratorium on the use of Haag engineers in Oklahoma based on previously revealed fraud with respect to these Haag reports.

State Farm noted "Prioritized Tactics" which included "Early Team Manager Involvement" and these tactics were started at the "Wind/Hail Kick Off in Dallas County, TX June 26, 2020" and then "Expansion to Texas December 7, 2020" and "Expansion to all States December 17, 2020." Ex. 30. It also discusses the "Wind/Hail Playbook" wherein State Farm discussed the key tactics to reduce claim payments on wind and hail claims, namely: (1) Roof Skills Review, (2) HAAG Refresher, (3) Wind Loss Overview, (4) Art of the Conversation, (5) T[eam] M[anager] reviews on roof replacement recommendations but no review of roof denials, (6) Weekly Monitoring & Surveying of roof replacement recommendations and overturns. Ex. 30. It also showed a reduction in claim payments being tracked from February 2021 to June 2021. Ex. 30. State Farm even developed charts to show a reduction in total roof replacement to partial roof with their manager review overturns. Ex. 30. State Farm even developed a "Hail Reconciliation Unit" to overturn total roof replacement recommendations and track those reductions in coverage. Ex. 31.

These select internal documents this Court required State Farm to produce, are only the tip of the iceberg of what was going on behind the curtain at State Farm. The individual agent defendants' depth of knowledge regarding these tactics, as well as obligations of disclosure to State Farm customer/insured is anticipated to vary greatly among the cases- thus creating complexity and confusion and instead of efficiency, which is what is required at law with any proposed consolidation.

As noted above, this case is set for trial on November 2, 2026. Furthermore, the dates of loss, dates of initial procurement, conversations with captive agents and adjusters, and individual insurance needs will differ from each named plaintiff. Some of these cases deal with a third-party adjuster hired by State Farm, others have State Farm adjusters handling the claim. These properties span across the State of Oklahoma, with causes of loss ranging from wind and hail to tornado or pipe burst damage actions. Oklahoma law is clear that separate claims which arise out of separate events, like these cases which arise from different dates of loss, are not proper to consolidate. *See State v. One Thousand Two Hundred Sixty-Seven Dollars*, 2006 OK 15, ¶ 16, 131 P.3d 116 ("There is here absolutely no showing of some predominant equitable consideration that demands a joint trial of the two separate claims to money which arose out of discrete events."). These cases do not deal with identical issues, as required by the local rule on consolidation. Oklahoma County R. 9. It is clear these cases do not all deal with common questions of fact or law, and are not proper to consolidate.

It is clear the parties need this Court's guidance because State Farm is seeking to avoid orders of this Court by trying again to consolidate the depositions in this case and the Hursh Matter. This far into litigation, with trial looming and specific orders on when and where these depositions are to take place will not occur if State Farm is able to forum shop its way out of this Court's orders.

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully submit the above authority and requests this Court issue a formal Order stating the discovery and depositions herein are not to be consolidated with any other action in any county pending in the State of Oklahoma against State Farm and for further relief deemed just.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of August, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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