



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILLY & LACY HURSH,

Plaintiffs,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY;**

MARK D. WELTY; and

**MARK D. WELTY INSURANCE AGENCY,
INC.,**

Defendants.

Case No. CJ-2025-2626

Honorable Amy Palumbo

**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

SEP 10 2026

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COURT CLERK**

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REDACTED

**PLAINTIFFS' MOTION TO COMPEL NON-PARTY ACCENTURE LLP'S
COMPLIANCE WITH SUBPOENA DUCES TECUM AND BRIEF IN SUPPORT**

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EXHIBITS

- Exhibit 1** Subpoena Duces Tecum to Accenture LLP, issued July 2, 2026, with Exhibit "A"
- Exhibit 2** Affidavit of Service of Chad Schultheis (served July 2, 2026, Oklahoma City, Oklahoma)
- Exhibit 3** Non-Party Accenture LLP's Objections and Responses to Plaintiff's Subpoena Duces Tecum, served July 17, 2026
- Exhibit 4** Court Minute, July 7, 2026 (granting Plaintiffs' Second Motion to Compel)
- Exhibit 5** Journal Entry Sustaining Plaintiffs' First Motion to Compel, entered November 25, 2025
- Exhibit 6** State Farm Fire & Cas. Co. v. The Honorable Amy Palumbo, No. 123,812 (Okla. June 23, 2026)
- Exhibit 7** Excerpts of the Deposition of Nicole Manduca, June 23, 2026 (West v. State Farm, CJ-2025-135)
- Exhibit 8** Accenture, "[REDACTED]" (Apr. 6, 2020) (HURPROD-00023868)
- Exhibit 9** Email from Andrew Larsen (Accenture) circulating "[REDACTED] - [REDACTED].pptx" (Apr. 29, 2020) (HUR00018776-HUR00018777)
- Exhibit 10** Email from Andrew Larsen (Accenture) to Nicole Manduca attaching "[REDACTED].pptx" (May 11, 2020) (HUR00037958)
- Exhibit 11** Duplicate email chain bearing Andrew Larsen's Accenture signature block (NIDA (Consol. Cases) 0014391-0014392 / HURPROD-00088431-HURPROD-00088432)
- Exhibits 12 – 14** Accenture Classified Partial Roof Outcomes as Normal and Full Roof Replacement as an Anomaly. Ex. 12 (HURPROD-00046897); Ex. 13 (HURPROD-00024959); Ex. 14 (HURPROD-00088846).
- Exhibit 13** Accenture claim-type analysis materials (HURPROD-00024959)
- Exhibit 14** Accenture claim-type analysis materials (HURPROD-00088846)
- Exhibit 15** Accenture impact-analysis tables quantifying the Texas opportunity (HUR00030302)
- Exhibit 16** Accenture full roof replacement baseline and "[REDACTED]" tables (HURPROD-00048299)
- Exhibit 17** Accenture "[REDACTED]" deck (HURPROD-00089597)
- Exhibit 18** Accenture status deck dated May 20, 2020, including "[REDACTED]" (HURPROD-00026169)
- Exhibit 19** Accenture Fire status deck dated May 29, 2020, including Texas wind/hail pilot "[REDACTED]" (HURPROD-00091145)

- Exhibit 20** Email from Michael Massa (Accenture) to Wensley J. Herbert, Michael Arnold, and Schuyler Schupbach, “[REDACTED]” (July 30, 2020), transmitting “[REDACTED].pptx” and “[REDACTED].zip” (HOSIERGAR0088028PROD / WESTPROD-00051253)
- Exhibit 21** Deck, “[REDACTED]” (HOSIERGAR0088031PROD-HOSIERGAR0088053PROD).
- Exhibit 22** Email from Michael Massa (Accenture) dated April 17, 2020 forwarding the “[REDACTED]” (HOSIERGAR0083800PROD-HOSIERGAR0083805PROD / WESTPROD-00047025-WESTPROD-00047030)
- Exhibit 23** State Farm summary (WEST00152589).
- Exhibit 24** State Farm materials attributing the “[REDACTED]” full roof replacement benchmark to Accenture Consulting Services (HUR00029498)
- Exhibit 25** State Farm materials attributing the “[REDACTED]” full roof replacement benchmark to Accenture Consulting Services (HUR00030408)
- Exhibit 26** State Farm materials attributing the “[REDACTED]” full roof replacement benchmark to Accenture Consulting Services (HOSIERGAR0075492PROD / HURPROD-00051539)
- Exhibit 27** Email from Kathy Ress to Scott Welsh, Tom Moss, and Nicole Manduca dated October 19, 2021 (HUR00075111)
- Exhibit 28** Email from Scott Welsh forwarding the October 19, 2021 inquiry (HUR00015416)
- Exhibit 29** State Farm materials describing January 2021 implementation of the wind/hail quality tactics in all states (HUR00080563)
- Exhibit 30** “OVP Herbert — Quarterly Business Review [REDACTED],” April 2021 (WEST00004173-WEST00004174)
- Exhibit 31** Accenture California State Model analysis and accompanying “Document Produced in Native Format” placeholders (HOSIERGAR0088054PROD-HOSIERGAR0088121PROD / WESTPROD-00051279-WESTPROD-00051346)
- Exhibit 32** July 7, 2020 instruction to carry the tactics and “[REDACTED]” (HOSIERGAR0069161PROD / HURPROD-00031630-31)
- Exhibit 33** Michael.j.massa.uwmk@statefarm.com (HOSIERGAR0083539PROD / WESTPROD-00046764)

Plaintiffs Billy and Lacy Hursh, pursuant to 12 O.S. §§ 2004.1(C)(2)(b) and 3237(A)(2), respectfully move the Court for an order overruling the objections of non-party Accenture LLP (“Accenture”) and compelling Accenture to produce all documents responsive to Plaintiffs’ July 2, 2026 Subpoena Duces Tecum. In support, Plaintiffs show the Court as follows:

I. INTRODUCTION

The relevance of Accenture’s work is not an open question. Rather, it is plain on the face of the record and documents produced. On November 25, 2025, this Court granted Plaintiffs’ First Motion to Compel and ordered State Farm to produce documents concerning the development and implementation of the wind/hail Scheme, and the Oklahoma Supreme Court declined to disturb that ruling. On July 7, 2026, this Court granted the Second Motion to Compel, directed specifically at State Farm’s “industry standards” and its work with Accenture.

What remains open is whether Accenture, the consultant that built the machinery, must answer for its own files. In twenty-one pages, Accenture served eight “General Responses,” seventeen “General Objections,” and eleven “Specific” responses that are, word for word, the same paragraph re-typed eleven times. It produced no document, identified no custodian, search term, repository, or dollar of cost, and served no privilege log.

Two of those objections are contradicted by the record. Accenture says it was not effectively served because “the subpoena powers of Oklahoma courts stop at the state line,” but the subpoena never crossed the state line: a licensed process server delivered it in Oklahoma City on July 2, 2026. Exhibit 2. Accenture also says it cannot understand terms like “Fire Model Enhancement – Wind/Hail” and “the biggest bucket of opportunity,” though Accenture wrote them, and State Farm’s witness testified that the words came from Accenture.

A consultant may not author the vocabulary of a nationwide claim-handling initiative, invoice more than one million dollars for the work, and then tell an Oklahoma court that it does not know what the words mean.

II. GOOD FAITH CERTIFICATION

Pursuant to 12 O.S. § 3237(A)(2), undersigned counsel certifies that Plaintiffs have in good faith conferred, or attempted to confer, with counsel for Accenture in an effort to secure the requested material without court action. Plaintiffs' counsel met and conferred with counsel for Accenture and were unable to come to a resolution. Accenture has produced no documents and withdrawn no objection.

III. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs Allege a Company-Wide Scheme, Not an Isolated Claim Error.

Plaintiffs allege State Farm engaged in a systemic and pervasive Scheme to wrongfully deprive its insureds of coverage on valid wind and hail claims, developed through State Farm's Wind/Hail Fire Model Enhancement Team ("WHMET") and driven by arbitrary benchmarks derived from purported "industry standards" for full roof replacement. The Scheme is not a background allegation. It is the claim.

B. State Farm Has Defended the Scheme by Invoking Industry Standards, and This Court Has Twice Ordered that Material Produced.

State Farm has repeatedly defended the Scheme, in open court, by asserting that its wind/hail tactics were driven by "industry data" and "industry studies" showing that hail of one inch or less and wind of 50 miles per hour or less is "not likely to damage a roof." Judge Mai's response was direct: "if you are going to talk about industry standards, you should produce that or else you won't be able to talk about it, period." Second Motion to Compel, Ex. 12, *Black v. State Farm*, CJ-2024-7827, Tr. 36:12-21.

Plaintiffs have twice moved to compel that material. This Court granted the First Motion to Compel on November 14, 2025, Exhibit 5, and the Oklahoma Supreme Court declined to disturb that ruling, *State Farm Fire & Cas. Co. v. The Honorable Amy Palumbo*, No. 123,812 (Okla. June 23, 2026), Exhibit 6. The Second Motion to Compel was directed in substantial part to Interrogatory Nos. 31–34 and Requests for Production Nos. 45–52, which expressly seek “the role of Accenture, or any of its affiliates,” “Accenture’s . . . derivation of the industry standards,” and the “contracts, agreements, and/or scopes of work between State Farm and Accenture.” This Court granted that motion on July 7, 2026. Exhibit 4.

C. Plaintiffs Served Accenture in Oklahoma City, and Accenture Produced Nothing.

On July 2, 2026, Plaintiffs issued a Subpoena Duces Tecum to Accenture LLP, 525 NW 11th St., Oklahoma City, OK 73103, with eleven document requests and a July 17, 2026 return date. Exhibit 1. That same day a licensed process server personally served Accenture in Oklahoma City. Exhibit 2 (“Successful Attempt: Jul 2, 2026, 3:51 pm CDT . . . received by DEBBIE SHAY”; “Manner of Service: Corporation”).

On July 17, 2026, Accenture served its Objections and Responses. *See* Exhibit 3. Accenture produced nothing. It stated, eleven times, that it “is willing to meet and confer.”

IV. LEGAL STANDARD

The purpose of modern discovery practice is “to promote the discovery of the true facts and circumstances of the controversy, rather than to aid in their concealment,” and the rules governing discovery “are to be given liberal construction.” *Boswell v. Schultz*, 2007 OK 94, ¶ 14, 175 P.3d 390, 395 (citing *State ex rel. Remington Arms Co. v. Powers*, 1976 OK 103, ¶ 4, 552 P.2d 1150). Discovery reaches any non-privileged matter “relevant to any party’s claim or defense, reasonably calculated to lead to the discovery of admissible evidence and proportional to the needs of the case.” 12 O.S. § 3226(B)(1)(a).

The burden rests on the objecting party, *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶¶ 16-17, 174 P.3d 996, 1004, and “[s]pecific facts must be demonstrated to enable such discovery restrictions,” *id.* at 998; accord *YWCA of Okla. City v. Melson*, 1997 OK 81, ¶ 15, 944 P.2d 304, 309. A responding person must do more than “simply recite boilerplate objections such as overbroad, burdensome, oppressive or irrelevant,” and a relevance objection requires a showing that the discovery is “of such marginal relevance that the potential harm . . . would outweigh the ordinary presumption in favor of broad disclosure.” *Fed. Ins. Co. v. Indeck Power Equip. Co.*, 2016 WL 5173402, at *2 (W.D. Okla. 2016). A burden objection requires “facts . . . demonstrating that the time or expense involved . . . is unduly burdensome.” *Touhy v. Walgreen Co.*, 2006 WL 1716646, at *1 (W.D. Okla. 2006), *aff’d sub nom.*, 526 F.3d 641 (10th Cir. 2008); accord *Haukaas v. Liberty Mut. Ins. Co.*, 2022 WL 1719412, at *2 (D.S.D. 2022) (“mere conclusory objections” are insufficient); *Breen v. State Farm Mut. Auto. Ins. Co.*, 2012 WL 13020744, at *2 (N.D. Okla. 2012).

In a bad faith action, “the jury may be shown the entire course of conduct between the parties.” *Timmons v. Royal Globe Ins. Co.*, 1982 OK 97, ¶ 33, 653 P.2d 907, 917. The punitive damages statute makes the duration and concealment of the misconduct and the number and level of employees involved proper subjects of proof. 23 O.S. § 9.1. And proportionality turns on statutory factors including “the parties’ relative access to relevant information.” 12 O.S. § 3226(B)(1)(a).

A subpoena “shall issue from the court where the action is pending, and it may be served at any place within the state,” 12 O.S. § 2004.1(A)(2), and commands production of materials “in the possession, custody or control of that person,” *id.* § 2004.1(A)(1)(b). If objection is made, the serving party “may . . . move at any time for an order to compel the production.” *Id.* §

2004.1(C)(2)(b). Documents must be produced “as they are kept in the usual course of business or . . . organize[d] and label[ed] . . . to correspond with the categories in the demand.” *Id.* § 2004.1(D)(1)(a).

Section 3237 supplies the remedy: “if a party or witness objects to the inspection or copying of any materials designated in a subpoena issued pursuant to subsection A of Section 2004.1 of this title, the discovering party may move for an order compelling . . . inspection and copying.” 12 O.S. § 3237(A)(2). The same paragraph authorizes the Court to order a privilege log and to conduct in camera review. *Id.*

Section 2004.1(C)(1) requires the issuing party to “take reasonable steps to avoid imposing undue burden or expense,” a duty Plaintiffs have honored. But that provision protects against undue burden; it confers no right to refuse to look. A non-party that believes a subpoena is overbroad or reaches trade secrets has a remedy: a timely motion to quash or modify under § 2004.1(C)(3), or a motion for protective order under § 3226(C)(1). Accenture filed neither.

V. ARGUMENT AND AUTHORITIES

A. Accenture’s Blanket, Unparticularized Objections Do Not Carry Its Burden And Should Be Overruled in Their Entirety.

Accenture’s response regurgitates canned objections without merit. It asserts seventeen General Objections, states that each “is incorporated into the Specific Objections and Responses . . . whether or not separately set forth therein,” and repeats a single paragraph eleven times with the request language swapped out. Every specific response begins by saying “the information requested should, in the first instance, be sought from Defendant in this action,” and ends by saying Accenture “is willing to meet and confer.” Between them sits the identical recitation that each Request is “vague and ambiguous,” “not relevant,” and “overbroad.”

Oklahoma law forbids this. The Oklahoma Supreme Court held that a party resisting discovery “must show more than these blanket statements to satisfy their burden for a protective order,” faulting the objecting parties because they “did not explain” the harm they asserted and because their “filings sought to place the discovery burden on the plaintiffs.” *Crest Infiniti*, 2007 OK 77, ¶¶ 18-19, 174 P.3d at 1004-05. Accenture never filed that motion, and it has made no better showing. It demonstrated no facts and offered no affidavit. It did not say how many custodians might have responsive documents, what systems would be searched, or what any of it would cost. It did not say whether responsive documents exist. Four specific failures compound the problem:

No statement of what is being withheld. A responding person must state whether responsive materials are being withheld on the basis of an objection. Accenture’s response is silent, leaving this Court unable to distinguish between “we have nothing” and “we have everything and will not give it to you.”

No privilege log. Accenture asserts the attorney-client privilege, the work-product doctrine, and a “common-interest privilege” in General Objection 13 and in its response to Request 6, but served no log describing any withheld document. A claim of privilege “shall be made expressly and shall be supported by a description of the nature of the documents . . . sufficient to enable the demanding party to contest the claim.” 12 O.S. § 2004.1(D)(2)(a); see 12 O.S. § 3226(B)(5)(a). Where a party “or a nonparty responding to a subpoena” fails to serve a log that is necessary to adjudicate the claim, the district court “shall order” one. *Scott v. Peterson*, 2005 OK 84, ¶ 16, 126 P.3d 1232, 1237. And a “blanket assertion of the privilege” unsupported by facts will not do; the objecting person “must show that particular documents . . . are privileged.” *Id.* ¶ 7, 126 P.3d at 1234-35. Because Accenture asserted privilege without identifying what is withheld, the Court should require a privilege log before adjudicating any privilege claim.

No good-faith search. Accenture reserved the right to conduct nothing beyond “a reasonable and diligent search of readily accessible files,” General Objection 9, without stating that it conducted even that.

No motion to quash and no motion for protective order. If Accenture believed the Subpoena imposed undue burden or reached trade secrets, the statute told it what to do: file a “timely motion” to quash or modify under 12 O.S. § 2004.1(C)(3)(a)-(b), or move for a protective order under 12 O.S. § 3226(C)(1). It filed neither, and so has never submitted those contentions to the Court for adjudication.

An objection asserted to every request without differentiation, supported by no facts, and paired with no production is not an objection. It is a refusal that fails to carry Accenture’s burden.

B. This Court May Enforce a Subpoena Served on Accenture in Oklahoma City.

1. Accenture Was Served in Oklahoma, and the Return Is Presumptively Valid.

A subpoena issued by this Court “may be served at any place within the state,” 12 O.S. § 2004.1(A)(2), “by delivering or mailing a copy thereof to such person,” *id.* § 2004.1(B)(1). The sworn Affidavit of Service establishes that Chad Schultheis, a licensed process server, personally served Accenture LLP on July 2, 2026 at 3:51 p.m. CDT in Oklahoma City by delivering the Subpoena to Debbie Shay, the person authorized to accept service, with the manner recorded as “Corporation.” Exhibit 2; *see* 12 O.S. § 2004(C)(1)(c)(3).

That return is presumptively valid, and Accenture bears both the burden of rebutting it and a demanding standard of proof. A process server’s signature “constitutes a prima facie, but rebuttable, presumption of proper service,” which the opposing party “must overcome . . . by presentation of evidence.” *SMS Financial L.L.C. v. Ragland*, 1995 OK CIV APP 160, ¶ 19, 918 P.2d 400, 403-04. Such a return “requires clear and convincing proof to overcome it,” *Jones v. Jones*, 1915 OK 763, ¶ 0, 154 P. 1136 (syllabus), and may not be “contradicted except upon the

most clear, cogent, and convincing evidence,” *Okmulgee Producing & Refining Co. v. Pilsbry-Becker Engineering & Supply Co.*, 1923 OK 154, ¶ 0, 214 P. 185 (syllabus).

Accenture has offered nothing, let alone clear and convincing evidence. It submitted no affidavit. It does not say that Ms. Shay was unauthorized to accept service, that it does not maintain the Oklahoma City location, or that the Subpoena never reached it. It says only, in six words, that “effective service . . . has not occurred.”

2. *Craft And Lovett Support Plaintiffs, Not Accenture.*

Accenture relies on *Craft v. Chopra*, 1995 OK CIV APP 135, 907 P.2d 1109, and *Lovett v. Wal-Mart Stores, Inc.*, 2001 OK CIV APP 9, 18 P.3d 387, for the proposition that “the subpoena powers of Oklahoma courts stop at the state line.” Read, both confirm Plaintiffs’ position.

Craft turned on the place of service. The plaintiff there sought production “by certified mail service of a subpoena issued by the Oklahoma County Court Clerk on SGH in Texas,” and SGH was “a Texas entity with no contacts with Oklahoma.” 1995 OK CIV APP 135, ¶¶ 3, 7, 907 P.2d at 1111. The sentence Accenture quotes is not *Craft*’s own; it is language *Craft* quoted from a Maryland decision, and it speaks of “the subpoena powers of the State,” not of Oklahoma courts.

Craft therefore stands for a proposition Plaintiffs accept: an Oklahoma subpoena must be served in Oklahoma. Here it was. Its rule is satisfied, not offended, and its holding, sanctions against a party who mailed a subpoena to Texas, has no application to a subpoena hand-delivered in Oklahoma County.

Lovett is not a subpoena case at all. It is a forum non conveniens appeal by a plaintiff injured at a Wal-Mart in San Jose, California, who sued in Okmulgee County, and the sentence Accenture quotes comes from the discussion of compulsory process for unwilling California witnesses. 2001 OK CIV APP 9, ¶¶ 1-2, 11-12, 18 P.3d at 387, 389. The very next sentence states the rule that governs here: subpoenas “may be served at any place in the state.” *Id.*

3. The UIDDA Governs Foreign Subpoenas and Has No Application Here.

Accenture invokes the Uniform Interstate Depositions and Discovery Act, 12 O.S. § 3250 et seq. The UIDDA is the mechanism by which a subpoena issued in one state is domesticated for service in another; it facilitates interstate discovery, it does not immunize national companies from the courts of states where they do business. Section 2004.1 says so textually: its special provisions apply only “[i]f the action is pending outside of this state.” 12 O.S. § 2004.1(A)(2)(a)-(c).

4. The Statutory Test Turns on Possession and Control, Not Physical Location.

Accenture argues that “no information responsive to the Requests is located in Oklahoma.” That is not the statutory test. A subpoena reaches materials “in the possession, custody or control of that person.” 12 O.S. § 2004.1(A)(1)(b). The statute speaks of control, not geography. Were it otherwise, no national firm could be required to produce anything to the courts of a state where it does business, so long as it kept its servers elsewhere.

C. The Documents Sought Are Relevant, And This Court Has Already So Held.

Relevance is not a close question here. Interrogatory Nos. 31–34 and Requests for Production Nos. 45–52 sought from State Farm the industry standards used in the wind/hail initiative; “the role of Accenture, or any of its affiliates”; “all documents received or produced by Accenture”; documents “relating to Accenture’s . . . derivation of the industry standards”; and “all contracts, agreements, and/or scopes of work between State Farm and Accenture.” The eleven Requests in the Subpoena are the mirror image of the ruling granting that motion, directed to the other side of the same engagement.

Nor does *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, 589 P.3d 138, assist Accenture. There a trial court compelled nationwide records of *dissimilar* pedestrian incidents on a request “overly broad on its face,” without requiring any showing of relevance to a claim or defense. *Id.* ¶¶ 15-16, 589 P.3d at 142. Neither condition exists here: eleven requests directed to one engagement, for

one client, on one subject are not facially overbroad, and relevance is not merely “readily apparent” but twice adjudicated. *Chick-fil-A* identifies as properly focused discovery “other incidents of the same type,” *id.* ¶ 14; Plaintiffs seek narrower still, the design file for the very rule applied to the Hursh roof.

State Farm has told Oklahoma judges that its wind/hail tactics rested on “industry data,” “industry studies,” and “science.” Having done so, it, and the consultant that supplied the analysis, must produce the material on which the defense rests. Oklahoma bad-faith law permits inquiry into whether State Farm had a reasonable, good-faith basis for reducing or denying benefits, including the information, standards, and valuation methodology on which it relied. *See* 36 O.S. §§ 1250.5(1)-(2), 1250.7; *Christian v. Am. Home Assurance Co.*, 1977 OK 141, ¶ 12, 577 P.2d 899; *Newport v. USAA*, 2000 OK 59, ¶ 15, 11 P.3d 190.

Critically, State Farm’s own production shows Accenture designed, priced, and justified the Roof Program:

State Farm Engaged and Paid Accenture to Define its Wind/Hail Tactics. An Accenture deck dated April 6, 2020, titled “[REDACTED],” defines the Fire workstream as “[REDACTED],” names six Accenture personnel to the team, including Andrew Larsen on Fire, and lists a program total of \$1,025,000. Ex. 8 (HURPROD-00023868).

Andrew Larsen of Accenture Drafted the Scheme’s Tactics Menu. On April 29, 2020, Larsen circulated “[REDACTED],” identifying claim type, jurisdiction, contractor, damage identification, hail size, and weather/loss matching. Ex. 9 (HUR00018776-HUR00018777). On May 11, 2020, he sent Nicole Manduca [REDACTED] -

██████████": "██████████." Ex. 10 (HUR00037958); see also Ex. 11 (HURPROD-00088431-HURPROD-00088432).

Accenture Classified Partial Roof Outcomes as Normal and Full Roof Replacement as an Anomaly. Accenture built a claim-type matrix defining the "██████████" to be expected in the data and the "██████████" to be identified against them. ██████████ ██████████, the stated normal condition is "██████████ ██████████" and a higher likelihood of closing the claim without payment. Ex. 12 (HURPROD-00046897); Ex. 13 (HURPROD-00024959); Ex. 14 (HURPROD-00088846).

Accenture Priced Full Roof Replacement Reduction in Tens of Millions of Dollars. Accenture's ██████████ ██████████ ██████████ ██████████. Ex. 15 (HUR00030302). A second family sets ██████████ of ██████████ and ██████████ against ██████████ targets of ██████████ and ██████████. Ex. 12 (HURPROD-00046897); Ex. 16 (HURPROD-00048299).

Accenture Recommended Management Approval of Full Roof Replacements. Accenture's "██████████" deck specifies "██████████ ██████████," directs State Farm to "██████████ ██████████" and builds the file-level mechanics, including a "██████████ ██████████" the claim specialist must use for each damaged slope. Ex. 17 (HURPROD-00089597).

Accenture Placed the Roof Work Inside a Five-State Indemnity Reduction Program and Defined Success as Fewer Full Roof Replacements. A May 20, 2020 Accenture status deck places the Fire wind/hail work inside a five-state program across Florida, New York, California, Texas, and Michigan, listing a \$██████████ Texas "██████████" and the calculation that "██████████

[REDACTED].” Ex. 18 (HURPROD-00026169). Its May 29, 2020 deck states the pilot’s “[REDACTED]” as a “[REDACTED]” Ex. 19 (HURPROD-00091145).

Accenture Delivered a Final Deliverables Package Directly to State Farm’s Claims Leadership. On July 30, 2020, Michael Massa emailed Wensley J. Herbert, Michael Arnold, and Schuyler Schupbach, copying two accenture.com addresses: “[REDACTED]”
[REDACTED]
[REDACTED].” The attachments were “[REDACTED]” and “[REDACTED].” Ex. 20 (HOSIERGAR0088028PROD / WESTPROD-00051253).

The attached deck, “[REDACTED]” assigned execution effectiveness to State Farm’s Execution OVP and VPOs with accountability for tactic usage and adoption, and proposed a continuing control system of measurement reports, claim prioritization, early-signal monitoring, and root-cause analysis to define new tactics. Ex. 21 (HOSIERGAR0088031PROD-HOSIERGAR0088034PROD / WESTPROD-00051256-WESTPROD-00051259); Ex. 21 (HOSIERGAR0088035PROD-HOSIERGAR0088053PROD / WESTPROD-00051260-WESTPROD-00051278). Months earlier Massa had forwarded the Accenture-authored “[REDACTED].” Ex. 22 (WESTPROD-00047025). Massa used an assigned State Farm email account to organize work, assign follow-up, drive cadence, shape the Fire root-cause framework, and mobilize State Farm personnel around the accelerated wind/hail program. Massa functioned as embedded Accenture leadership *inside State Farm’s State Model* work. See Ex. 33 (HOSIERGAR0083539PROD / WESTPROD-00046764).

Accenture's Work for State Farm Did Not End with the 2020 Engagement. The July 30, 2020 email announced the conclusion of "[REDACTED]," not the end of the relationship: Massa wrote that he would "[REDACTED]" to make sure the State Farm team could carry the work forward. Ex. 20 (HOSIERGAR0088028PROD / WESTPROD-00051253). A later State Farm summary states, under "[REDACTED]," that "[REDACTED]" Ex. 23 (WEST00152589). Requests 2, 3, 4, and 9 reach that later workstream.

Accenture Supplied the "[REDACTED]" Benchmark State Farm Repeated for Years. State Farm's internal materials state that it was "[REDACTED]" that the baseline was "[REDACTED]" and "[REDACTED]", and that "[REDACTED]" FRR "[REDACTED]" sourced on the face of the documents to Accenture Consulting Services. Ex. 24 (HUR00029498); Ex. 25 (HUR00030408); Ex. 26 (HURPROD-00051539). In October 2021 Kathy Ress asked how State Farm's year-to-date total-roof percentages compared against it, Ex. 27 (HUR00075111), and Scott Welsh directed that the wind/hail slide be updated, Ex. 28 (HUR00015416).

State Farm Applied the Accenture Tactics to Oklahoma Claims, Including the Hurshes' Claim. State Farm's materials state that wind/hail quality tactics were implemented in January 2021 "[REDACTED]" after a six-month approach in Texas, with team-manager approval required for full roof replacements on damage potentially caused by small hail and light wind. Ex. 29 (HUR00080563). The Hursh claim was handled under those rules.

State Farm's Own Executive Review Reported the Roof Tactics As "[REDACTED]". An April 2021 Quarterly Business Review captioned "[REDACTED]" listed as "[REDACTED]" execution of Fire Claims Quality Plan

tactics focused on "[REDACTED]" and, as "[REDACTED]," "[REDACTED]" —
[REDACTED]" —
the same controls Accenture recommended. Its expense pages reported a \$ [REDACTED]
[REDACTED] to the "[REDACTED]." Ex. 30
(WEST00004173-WEST00004174); Ex. 17 (HURPROD-00089597).

State Farm's Witness Attributed the "[REDACTED]" Language to Accenture. Nicole Manduca, the WHMET team leader, was questioned about a June 29, 2020 communication stating: [REDACTED]
[REDACTED]." She testified that Accenture is the entity who developed the theory for State Farm that their "[REDACTED]" meant "[REDACTED]." Exhibit 7, Manduca Dep. 99-100, 115-116.

D. Accenture Cannot Claim Not to Understand the Vocabulary It Wrote.

Accenture objects that it cannot understand "[REDACTED]" (Request 1); "[REDACTED]" (Request 2); "[REDACTED]" (Request 8); and "[REDACTED]" (Request 10). A responding person may not manufacture ambiguity out of its own vocabulary. If Accenture required a definition, the remedy was to ask; it instead asserted the objection eleven times and produced nothing. Each term appears in Accenture's own documents:

"[REDACTED]." Accenture's decks are titled "[REDACTED]" and define "[REDACTED]" as [REDACTED] through [REDACTED] Ex. 18 (HURPROD-00026169); Ex. 19 (HURPROD-00091145). Its own file names use the same vocabulary. Ex. 20 (HOSIERGAR0088028PROD / WESTPROD-00051253).

"[REDACTED]" / "[REDACTED]." The "[REDACTED]" [REDACTED]
[REDACTED], is attributed on the face of State Farm's

documents to Accenture Consulting Services. Ex. 24 (HUR00029498); Ex. 27 (HUR00075111). Accenture's own "[REDACTED]" page quantifies a \$169 million Texas "[REDACTED]". Ex. 18 (HURPROD-00026169).

"[REDACTED]". Nicole Manduca testified that the phrase meant "[REDACTED]" and that the words came from Accenture. Manduca Dep. 115-116.

"[REDACTED]" and "[REDACTED]". Accenture's "[REDACTED]" page quantifies a \$169 million Texas "[REDACTED]" and states that "[REDACTED]". Ex. 18 (HURPROD-00026169).

"[REDACTED]". Accenture's tables define the acronym on their face. Ex. 16 (HURPROD-00048299).

E. Accenture May Not Deflect to State Farm, Which Disclaims Both the Relevance and the Ability to Produce.

Accenture's lead objection to every Request is that "the information requested should, in the first instance, be sought from Defendant in this action." That objection fails for four reasons.

First, Plaintiffs sought it from State Farm *twice* and had to move to compel both times. The objection presumes a cooperative party while the record shows the opposite.

Second, State Farm has taken the contrary position. In response to Interrogatory No. 32, State Farm objected that "Plaintiffs have not established—or even alleged that Accenture played any role in the handling of the claim at issue," and objected "to the extent it seeks documents authored and/or copyrighted by entities that are not parties to this litigation, which State Farm is not at liberty to produce."

Third, and dispositively, categories of the Subpoena seek documents State Farm does not have or has not produced in reviewable form. Requests 1, 3, 4, 6, and 8 seek the industry data, studies, methodology, and derivation underlying the "Industry Best" benchmark, material

Accenture assembled and never handed over. Request 9 seeks the contracts and scopes of work, and the record discloses at least two distinct Accenture workstreams (Ex. 23, WEST00152589). A consultant's workpapers, source data, and internal analyses are not in its client's files. State Farm's own authority is in accord: a party cannot be compelled to produce documents held by a third party that it lacks "the legal right to obtain . . . on demand." *Morecraft v. Farmers Ins. Co.*, 2010 WL 1257579, at *3 (N.D. Okla. 2010).

The record proves the point rather than assuming it. Accenture's [REDACTED] deck catalogues analysis it did not complete "[REDACTED]," including AccuWeather wind-speed and refreshed EagleView dwelling data. Ex. 21 (HOSIERGAR0088029PROD-HOSIERGAR0088030PROD). Its final work product was handed over as a compressed archive whose contents the production does not expose. Ex. 20 (HOSIERGAR0088028PROD / WESTPROD-00051253). Twenty-three Accenture files appear only as native-format placeholders, identified by Bates number and unavailable in substance. Ex. 31 (WESTPROD-00051324-WESTPROD-00051346). And Plaintiffs have located no executed engagement letter beyond the April 6, 2020 deck, and no data from which the "[REDACTED]" frequency was derived.

Fourth, the objection is unverified. Accenture does not state that it searched, that its documents duplicate State Farm's, or that it possesses nothing unique. That is a factual proposition the objecting person must establish with more than "blanket statements." *Crest Infiniti*, 2007 OK 77, ¶¶ 17-19, 174 P.3d at 1004-05.

F. The Subpoena Is Not Overbroad in Time or Geography.

The January 1, 2018 to present period is tailored to the conduct at issue. Accenture's State Model work was underway by early 2020 and had produced Texas impact analyses by May 2020; the tactics went to all states in January 2021; and the Accenture-sourced benchmark was still

circulating to State Farm leadership in October 2021. A start date two years before the engagement captures its formation; “the present” captures its continuation. Massa said he would “██████████” (Ex. 20, HOSIERGAR0088028PROD), and a later State Farm summary records a separate “██████████” initiative (Ex. 23, WEST00152589). Where a plaintiff alleges an ongoing scheme, the discovery period must be long enough to show it. 23 O.S. § 9.1.

Accenture objects, eleven times, that the Requests are “not limited to State Farm claims handling in Oklahoma.” That misapprehends the claim. Plaintiffs allege an enterprise-wide Scheme designed in a Texas pilot and then deployed nationally, including in Oklahoma. Accenture’s own documents make the national frame explicit: the five-state “██████████” analysis (Ex. 18, HURPROD-00026169); the July 7, 2020 instruction to carry the tactics “██████████” (Ex. 32, HOSIERGAR0069161PROD); and the “██████████” deck transmitted with the California State Model analysis (Ex. 31, HOSIERGAR0088054PROD-HOSIERGAR0088121PROD). State Farm implemented those tactics “██████████” Ex. 29, HUR00080563.

Accenture leans on *Young v. Macy*, 2001 OK 4, ¶ 13, 21 P.3d 44, 47, for the proposition that the duty to avoid undue burden or expense “is higher when the subpoena is directed to a non-party.” Plaintiffs do not quarrel with that sentence. But *Young* is a cost-allocation case: a district attorney subpoenaed a twelve-year-old child, the child complied, and the only dispute was who should pay the \$664.50 charged to record her testimony. *Id.* ¶¶ 2-4, 13, 16-17, 21 P.3d at 45-48.

Young thus stands for cost-shifting, not refusal, and requires a fact-specific inquiry into whether an expense is actually “undue.” The Court held the \$664.50 there was “not the kind of expense that is routinely or normally absorbed by a non-party witness who is subject to a subpoena.” *Id.* ¶ 15, 21 P.3d at 48. Accenture has offered no facts permitting that comparison. To

the extent *Young* applies, it is satisfied: Plaintiffs offered to reimburse the reasonable cost of reproduction, Exhibit 1, and do not oppose an order allocating any undue expense to Plaintiffs.

Accenture has shown nothing. It has not identified a single custodian, system, or archive, estimated a document population, an hour, or a dollar, or submitted an affidavit from anyone with knowledge. Its position, stated in General Objection 3, is that “[a]ny resulting burden prior to the resolution of this motion is premature, may be rendered unnecessary, and is therefore unduly burdensome.” That is circular, and Oklahoma law requires more than “blanket statements.” *Crest Infiniti*, 2007 OK 77, ¶ 18, 174 P.3d at 1004-05; accord *Touhy*, 2006 WL 1716646, at *1. If Accenture substantiates significant expense, the Court can condition production on reasonable cost protection under § 2004.1(C)(2)(b).

Nor is the Subpoena disproportionate on its face. It is directed to one consulting engagement, for one client, on one subject: wind and hail roof claims. Accenture knows which of its personnel worked on it, because its own deck names them. Ex. 8 (HURPROD-00023868).

G. The Protective Order Already Answers Accenture’s Confidentiality Concern.

Accenture objects that the Requests seek “confidential commercial, business, financial, or competitively sensitive information, trade secrets, or any other proprietary information,” and states that it “will only produce documents subject to a protective order.” The Discovery Code answers that concern with an order, not with silence: § 3226(C)(1)(g) authorizes an order that confidential commercial information “not be disclosed or be disclosed only in a designated way,” and § 2004.1(C)(3)(b) permits production “upon specified conditions.”

The condition is already in place. This Court entered a Protective Order on December 11, 2025, and Plaintiffs are willing to stipulate that Accenture may designate its productions thereunder. Plaintiffs’ substantial need is plain: the industry data underlying the benchmark exists nowhere else.

H. The Court Should Award Plaintiffs Their Reasonable Expenses.

“If the motion is granted, the court shall, after opportunity for hearing, require the party or deponent whose conduct necessitated the motion . . . to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney fees, unless the court finds that the opposition to the motion was substantially justified.” 12 O.S. § 3237(A)(4). Accenture produced nothing, served no privilege log, filed no motion to quash, and asserted a jurisdictional objection contradicted by a sworn return of service.

VI. CONCLUSION AND REQUEST FOR RELIEF

Accenture was paid more than one million dollars to define State Farm’s wind and hail tactics, to quantify what reducing full roof replacements was worth, and to recommend the management-review control that now sits between an Oklahoma policyholder and a new roof. It was served in Oklahoma City, and it has produced nothing.

WHEREFORE, Plaintiffs respectfully request that the Court enter an Order:

- Overruling Accenture LLP’s General Responses, General Objections, and Specific Objections in their entirety;
- Compelling Accenture LLP to produce all documents responsive to Requests for Production Nos. 1 through 11 within fourteen (14) days, “as they are kept in the usual course of business or . . . organize[d] and label[ed] . . . to correspond with the categories in the demand,” 12 O.S. § 2004.1(D)(1)(a);
- Requiring Accenture LLP, to the extent it withholds any document on a claim of privilege, to serve within fourteen (14) days a privilege log pursuant to 12 O.S. §§ 3237(A)(2) and 2004.1(D)(2)(a), stating as to each document the author, the recipients, the date, the length, the nature or intended purpose, and the basis for the objection;

- Requiring Accenture LLP to state, in writing and under oath, the custodians and sources searched and the search terms or methodology used;
- Directing that any confidential material be produced under the Protective Order entered December 11, 2025, with Accenture permitted to designate its production thereunder;
- Awarding Plaintiffs their reasonable expenses, including attorney fees, incurred in bringing this Motion pursuant to 12 O.S. § 3237(A)(4); and
- Granting such other and further relief as the Court deems just and equitable.

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah E. Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

512 N. Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Telephone: (405) 516-7800

Facsimile: (405) 516-7859

rwhitten@whittenburrage.com

mburrage@whittenburrage.com

bsonne@whittenburrage.com

hwhitten@whittenburrage.com

jsanders@whittenburrage.com

~and~

Patrick F. Collogan, OBA #30529

Biby Law Firm

6305 E. 120th Ct., Suite F

Tulsa, OK 74137

918-574-8458

888-572-8263 (fax)

pat@bibylaw.com

~and~

R. Ryan Deligans, OBA #19793
Andrew M. Gunn, OBA #19470
920 North Harvey
Oklahoma City, OK 73102-2610
Telephone: (405)235-9584
Facsimile: (405)235-0551
rdeligan@dlb.net
agunn@dlb.net

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of September, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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

-and-

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

Amy Sherry Fischer, OBA No. 16651
**FOLIART, HUFF, OTTAWAY &
BOTTOM**
201 Robert S. Kerr Avenue, 12th Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 232-4633
Fax: (405) 232-3462
amyfischer@oklahomacounsel.com

**ATTORNEYS FOR NON-PARTY
ACCENTURE LLP**



Blake Sonne

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

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626
Honorable Amy Palumbo

SUBPOENA DUCES TECUM

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

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

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

EXHIBIT

1

HEREOF FAIL NOT UNDER PENALTY OF LAW.

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

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

Bradley W. Beskin, OBA No. 35314

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

512 North Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Office: 405.516.7800

Facsimile: 405.516.7859

rwhitten@whittenburragelaw.com

mburrage@whittenburragelaw.com

bsonne@whittenburragelaw.com

hwhitten@whittenburragelaw.com

bbeskin@whittenburragelaw.com

jsanders@whittenburragelaw.com

jdenne@whittenburragelaw.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"

A. Instructions and Definitions:

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

B. Production of Documents:

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

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

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

CERTIFICATE OF SERVICE & NOTICE OF SUBPOENA

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

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

-and-

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

Blake Sonns

AFFIDAVIT OF SERVICE

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

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

Recipient Name / Address: DEBBIE SHAY, 525 NORTHWEST 11TH STREET, OKLAHOMA CITY, OK 73103

Manner of Service: Corporation, Jul 2, 2026, 3:51 pm CDT

Documents: SUBPOENA DUCES TECUM; EXHIBIT "A" (Received Jul 2, 2026 at 1:35pm CDT)

Additional Comments:

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



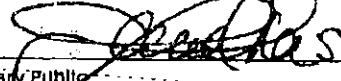
07/03/2026

Chad Schultheis PSS-2024-11

Date

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

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


Notary Public
CASSIE SCHULTHEIS
Date:  NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 24003326 Expires 03/07/28

EXHIBIT

2

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

BILLY & LACY HURSH,

Plaintiffs,

vs.

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

Defendants.

Case No. CJ-2025-2626

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

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

General Response:

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

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

EXHIBIT

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

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

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

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

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

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

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

General Objections:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specific Objections and Responses:

REQUEST FOR PRODUCTION NO. 1:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 1:

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

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

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

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

REQUEST FOR PRODUCTION NO. 2:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 2:

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

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

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

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

REQUEST FOR PRODUCTION NO. 3:

Produce Your files, including reports, analyses, analytics and data, agreements with third-parties, scopes of work, correspondence, and results and/or analysis regarding the industry standards on wind/hail claims and/or full roof replacements on wind/hail claims You relied on and/or produced and/or utilized with respect to the work You performed for or on behalf of State Farm from January 1, 2018 until the present.

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 3:

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

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

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

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

REQUEST FOR PRODUCTION NO. 4:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 4:

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

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

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

REQUEST FOR PRODUCTION NO. 5:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 5:

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

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

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

REQUEST FOR PRODUCTION NO. 6:

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

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 6:

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

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

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

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

REQUEST FOR PRODUCTION NO. 7:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 7:

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

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

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

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

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

REQUEST FOR PRODUCTION NO. 8:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 8:

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

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

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

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

REQUEST FOR PRODUCTION NO. 9:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 9:

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

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

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

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

REQUEST FOR PRODUCTION NO. 10:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 10:

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

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

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

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

REQUEST FOR PRODUCTION NO. 11:

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

RESPONSE AND OBJECTION TO REQUEST FOR PRODUCTION NO. 11:

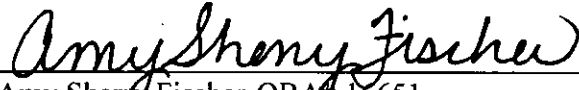
Non-Party Accenture incorporates by reference its General Objections. Non-Party Accenture objects to this Request because the information requested should, in the first instance, be sought from Defendant in this action.

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

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

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

FOLIART, HUFF, OTTAWAY & BOTTOM

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

Amy Sherry Fischer-OBAG 16651
201 Robert S. Kerr Avenue, 12th Floor
Oklahoma City, Oklahoma 73102
Telephone: (405) 232-4633
Fax: (405) 232-3462
amyfischer@oklahomacounsel.com

**ATTORNEYS FOR NON-PARTY
ACCENTURE LLP**

CERTIFICATE OF SERVICE

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

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
Bradley W. Beskin
John S. Sanders
Jake Denne
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102
Office: 405.516.7800
Facsimile: 405.516.7859
rwhitten@whittenburrage.com
rburrage@whittenburrage.com
bsonne@whittenburrage.com
hwhitten@whittenburrage.com
bbeskin@whittenburrage.com
jsanders@whittenburrage.com
jdenne@whittenburrage.com

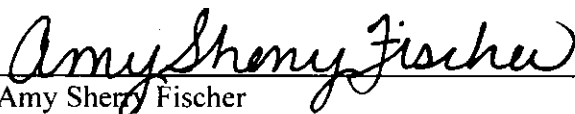
Attorneys for Plaintiffs

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

-and-

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

Attorneys for Defendants


Amy Sherry Fischer



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Hursh / Faust
Petitioner(s)

Beggs White, Michael Burge, Blake Sonne, Hannah White
Attorney(s) for Petitioner

--vs.

Case No. CJ-2025-2626

State Farm, et al.
Respondent(s)

Lana Leffel, David Acker
Attorney(s) for Respondent

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

COURT MINUTE

Date: 7-7-2026

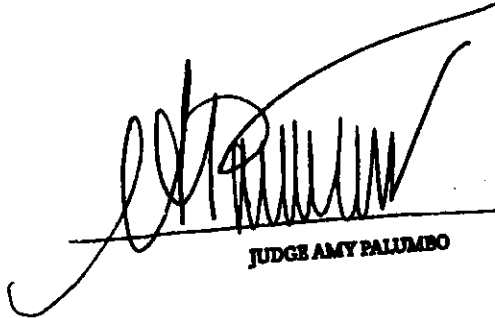
Judge Palumbo

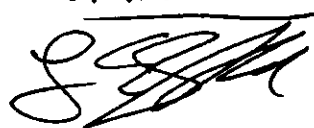
JUL 07 2026

Hearing On: Plaintiffs' 2nd Motion to Compel, SP's App. to File Unredacted
Ruling By Court: 78

Plaintiffs' second motion to compel is granted.

Pursuant to the first motion to compel, the court expects production reflects that is provided in the ordinary course of business. State Farm's motion to file unredacted response is denied.


JUDGE AMY PALUMBO

State Farm
 OBA 19511
Lance E. Leffel

Plaintiffs
 OBA #20341
Blake Sonne

EXHIBIT

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

BILL and LACY HURSH,

Plaintiffs,

v.

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

Defendants.

CASE NO. CJ-2025-2626

Hon. Amy Palumbo

**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

NOV 25 2025

**RICK WARREN
COURT CLERK**

78

JOURNAL ENTRY

COMES ON for hearing before this Court on the 14th day of November 2025, Plaintiffs Bill and Lacy Hursh's ("Plaintiffs") Motion to Compel Discovery from Defendant State Farm Fire & Casualty Company ("State Farm"). The Court, having reviewed the parties' briefs, hearing arguments of counsel, and consideration of additional materials provided at the hearing, finds and orders that Plaintiffs' Motion is **SUSTAINED**, as follows:

1. The Court has considered the arguments set forth in the parties' extensive briefing on these discovery issues, as well as arguments made by counsel at the hearings, and consideration of additional materials provided at the hearing.
2. The Court has carefully considered and weighed each of the proportionality factors set forth in 12 O.S. § 3226(B) in conjunction with making its rulings as to the relevance and proportionality of each category of discovery requested in Plaintiffs' Motion to Compel, including the importance of the issues at stake in this action, the amount in controversy, the

EXHIBIT

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parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

3. 3. Having considered these factors, the Court finds Plaintiffs have met their burden of establishing the discovery sought herein is relevant to their claims, including allegations of pattern and practice and the evidence at issue is reasonably calculated to lead to the discovery of admissible evidence and proportional to the needs of the case .

In so finding, the Court considered that this matter involves claims where the amount in controversy is in excess of \$75,000;

4. The Court further finds that there is a disparity in the parties' relative access to the requested information in that most of the information is only accessible by State Farm and not by Plaintiffs;

5. That in considering the importance of the issues at stake, the Court finds that without this discovery, it may be impossible to resolve the pertinent issues in this case and that this discovery will allow both parties to proceed in presenting relevant evidence at trial.

6. The Court also takes into consideration the objections and arguments made by counsel for State Farm regarding the potential burden or expense the requested discovery may impose in relation to its likely benefits.

7. The Court further finds that the relevant time frame for the production of responsive material and information is January 1, 2015 to present, unless a shorter time frame is stated in the specific discovery request.

8. The Court hereby SUSTAINS Plaintiffs' Motion to Compel and orders production of such

materials within ~~sixty (60) days~~ ^{120 days}, except previous production to be ordered produced within 30 days.

CHP
11-25-25

It is THEREFORE ORDERED, ADJUDGED, AND DECREED.



THE HONORABLE AMY PALUMBO

APPROVED AS TO FORM:



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
Whitten Burrage
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102
Office: 405.516.7800
Facsimile: 405.516.7859
rwhitten@whittenburragelaw.com
mburrage@whittenburragelaw.com
bsonne@whittenburragelaw.com
hwhitten@whittenburragelaw.com
jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

Attorneys for Plaintiffs



Lance E. Leffel
Ashlyn M. Smith
GABLE GOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, OK 73102
lleffel@gablelaw.com
asmith@gablelaw.com

Carrie B. McNeer
Grant A. Fitz

GABLE GOTW ALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
cmcneer@gablelaw.com
gfitz@gablelaw.com

***Attorneys for Defendants State Farm and Defendants Mark D. Welty and Mark D. Welty
Insurance Agency, Inc.***

* 1 0 6 5 6 7 5 7 7 8 *

FILED
SUPREME COURT
STATE OF OKLAHOMA

JUN 23 2026

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA SELDEN JONES
CLERK
TUESDAY, JUNE 23, 2026

THE CLERK IS DIRECTED TO ENTER THE FOLLOWING ORDERS OF THE COURT:

123,812 State Farm Fire & Casualty Company v. The Honorable Amy Paulumbo;
and Billy Hursh, Lacy Hursh, Moong Sian Wong-Faust, Stephen Faust;
and State of Oklahoma *ex rel.* Attorney General Gentner Drummond,
Real Party in Interest
Application to assume original jurisdiction is denied.
CONCUR: Rowe, C.J., Kuehn, V.C.J., Winchester, Edmondson, Combs,
Gurich, and Darby, JJ.
RECUSED: Kane, and Jett, JJ.


CHIEF JUSTICE

EXHIBIT

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 7

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 8

FILED UNDER SEAL

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

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EXHIBIT 9

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 10

FILED UNDER SEAL

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Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 11

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 12

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 13

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 14

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 15

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 16

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 17

FILED UNDER SEAL

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Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 18

FILED UNDER SEAL

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Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 19

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Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 20

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 21

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 22

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 23

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 24

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 25

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 26

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
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EXHIBIT 27

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 28

FILED UNDER SEAL

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Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 29

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 30

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 31

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 32

FILED UNDER SEAL

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

Plaintiffs' Motion To Compel Non-Party Accenture LLP's
Compliance With Subpoena Duces Tecum And Brief In Support

EXHIBIT 33

FILED UNDER SEAL