

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

Hon. Amy Palumbo

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

SEP 25 2026

RICK WARREN
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NON-PARTY ACCENTURE LLP'S RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL THIRD-PARTY SUBPOENA

Non-Party Accenture LLP ("Non-Party Accenture" or "Accenture") hereby submits this Response in Opposition to Plaintiffs' Motion to Compel Non-Party Accenture LLP's Compliance with Subpoena Duces Tecum and Brief in Support ("Plaintiffs' Motion to Compel" or "Motion") filed by Plaintiffs Billy and Lacy Hursh ("Plaintiffs").

I. INTRODUCTION

Plaintiffs seek to compel Non-Party Accenture to produce documents despite the fact that the documents are all located outside of Oklahoma and Plaintiffs have improperly served the subpoena at issue in the wrong forum. Accenture is a foreign entity, incorporated in Illinois, and the law requires Plaintiffs to domesticate their subpoena in Illinois in order for a court to compel any response from Non-Party Accenture. Despite this fundamental threshold defect, since receiving Plaintiffs' subpoena, Non-Party Accenture has gone above and beyond what could be expected of a third-party to try to reach an agreement with Plaintiffs' counsel concerning their document requests. Non-Party Accenture timely responded to Plaintiffs' ineffective subpoena, offered to meet and confer to come to an agreement regarding a workable scope and time period, met and conferred after Plaintiffs filed this Motion, and repeatedly explained the reality of the work performed by Non-Party Accenture and the documents within its custody and control, all of which are outside of Oklahoma. Plaintiffs have refused to compromise in any way. Rather than domesticate their subpoena in Illinois, where Accenture is incorporated, they left it at an Oklahoma Accenture office that has no connection to the work at issue and does not have any of the documents sought. Rather than confer over scope, they filed this Motion. Rather than continue to seek these documents from State Farm as multiple other courts in Oklahoma have required, Plaintiffs demand that Non-Party Accenture spend hundreds of thousands of dollars to gather, search, and produce documents over an *eight-year period* (2018-2026) for an engagement that

lasted a *few months in 2020.* This is despite the fact that Non-Party Accenture has repeatedly told Plaintiffs' counsel that: (1) Non-Party Accenture does not have documents responsive to many of the requests; (2) that certain documents are in fact in State Farm's possession; and (3) that Non-Party Accenture would be willing to consider searching for documents if Plaintiffs' counsel agreed to a reasonable time frame and explained what they were looking for that they had not already received from State Farm or could not obtain from State Farm. Non-Party Accenture's position on each Request is summarized in a chart attached as **Exhibit 1** to this Motion. The Court should not compel an ineffective subpoena and thereby reward Plaintiffs' counsel for failing to properly serve the subpoena, for refusing to give an inch, and for imposing an unreasonable burden on Non-Party Accenture. Rather, Non-Party Accenture respectfully requests that the Court act consistently with its sister courts in Oklahoma and deny Plaintiffs' Motion to Compel and force Plaintiffs to properly serve Non-Party Accenture in the right forum—Illinois. In order to protect its rights, Non-Party Accenture has also filed a Motion to Quash this subpoena in Illinois.

II. BACKGROUND

a. The Work Non-Party Accenture Performed for State Farm.

Non-Party Accenture was retained to help State Farm analyze and improve its claims handling processes for several different types of insurance claims as part of State Farm's Fire Model Enhancement ("FME"). Non-Party Accenture's work on wind/hail claims was a very small part of this engagement and lasted only a few months from April to July 2020. Contrary to Plaintiffs' inflammatory assertions, Non-Party Accenture was not involved in some kind of conspiracy to reduce payouts to policyholders. To the contrary, Non-Party Accenture did not handle any of State Farm's claims and its understanding was that all claims were and would be handled by State Farm based on the merits of the claims.

Non-Party Accenture typically performs its services using its client's computer systems. That was the case here where Non-Party Accenture's work for State Farm is concerned. Indeed, the documents that Plaintiffs attach to their motion demonstrate that Non-Party Accenture employees were provided with State Farm email addresses. This is significant because it means the vast majority of the documents generated by Non-Party Accenture are in State Farm's possession, custody and control, not Accenture's. *See*, **Exhibit 2**, Declaration of Douglas Fuchs in Support of Non-Party Accenture Response in Opposition to Plaintiffs' Motion To Compel Third-Party Subpoena, ("Fuchs Decl.") at ¶ 4(c); Plaintiffs' Motion to Compel at Exhibits 9, 11, 32.

b. Plaintiffs Have Refused to Meaningfully Engage in Discussions to Reach a Compromise Concerning the Subpoena.

On July 2, 2026, Plaintiffs improperly served the subpoena duces tecum on an administrative assistant at an Accenture LLP office located at 525 Northwest 11th Street in Oklahoma City, Oklahoma. Further, many of the requests in the subpoena seek documents that Non-Party Accenture does not have in its possession, or that could be more easily and appropriately obtained from Defendant State Farm Fire and Casualty Company ("Defendant State Farm"). Non-Party Accenture's position with respect to each Request is set forth in the chart attached as **Exhibit 1** to this Motion. For example:

- Requests 1, 3, 4, 6, and 8 seek the industry data, studies, methodology and derivation underlying the "Industry Best" benchmark Plaintiffs allege Non-Party Accenture prepared. However, counsel for Non-Party Accenture has repeatedly told Plaintiffs' counsel that this type of analysis was not within the scope of Accenture's engagement and therefore Non-Party Accenture does not have any responsive material.

- Similarly, Request 7 seeks documents provided by State Farm to Non-Party Accenture related to industry standards relating to wind/hail claims and/or full roof replacements from January 1, 2018 to Present. However, as counsel for Non-Party Accenture has informed Plaintiffs' counsel, similar to Requests 1, 3, 4, 6 and 8 immediately above, because this kind of analysis was not within the scope of Accenture's engagement, Non-Party Accenture does not have any responsive material.
- Request 5 seeks documents and correspondence of State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to industry standards from January 1, 2018 to Present. However, as counsel for Non-Party Accenture has informed Plaintiffs' counsel, Accenture did not measure State Farm's performance in handling wind/hail claims relative to industry standards, and therefore these documents do not exist. Counsel for Non-Party Accenture invited Plaintiffs' counsel to clarify this request but has not received any response to date.
- Request 9 calls for contracts between State Farm and Non-Party Accenture that include work on wind/hail claims and/or full roof replacements on wind/hail claims from January 1, 2018 to Present. As Non-Party Accenture has informed Plaintiffs' counsel, this is information in State Farm's possession and it should be obtained from State Farm (the defendant in the case) in the first instance.

On July 17, 2026, Non-Party Accenture served responses and objections and sought to confer regarding scope. Plaintiffs did not take Non-Party Accenture up on its offer but instead waited eight weeks and then suddenly filed this motion instead, despite certifying to this Court that it had met and conferred with Non-Party Accenture when Plaintiffs' counsel had not. On

September 11, 2026 — after the Motion was on file — Plaintiffs' counsel agreed to discuss Non-Party Accenture's concerns. However, Plaintiffs' Counsel refused to compromise on either the time period at issue or any of the requests in the subpoena. Non-Party Accenture followed up in writing on September 21, 2026, addressing each disputed request individually and proposing a compromise approach. Ex. 2, Fuchs Decl. at Exhibit B. As of the date of this Opposition, Plaintiffs have not responded to Non-Party Accenture's letter.

Non-Party Accenture filed a Petition for Protective Order to quash this subpoena in Illinois on September 23, 2026, the appropriate forum governing the discovery sought. *See*, **Exhibit 3**, Petition and Memorandum in Support of Nonparty Accenture LLP for Protective Order Quashing or Limiting Subpoena Duces Tecum, *Accenture LLP v. Billy and Lacy Hursh* (Ill. Cir. Ct. Sept. 23, 2026) (No. 2026L011400).

c. Oklahoma Courts Have Struck Down Similar Subpoenas Issued to Non-Party Accenture.

In related litigation involving State Farm in Oklahoma, two courts addressed similar subpoenas directed to Non-Party Accenture earlier this year and in both instances refused to allow discovery to go forward. In *Barlow v. State Farm Fire & Casualty Co.*, the court entered a protective order precluding service of a subpoena on Non-Party Accenture served by the same Plaintiffs' counsel as in this case. In doing so, the court found that the requested information should first be sought from State Farm and further found that Plaintiffs' counsel had improperly served a subpoena notice after a motion to preclude service had been filed. *Barlow v. State Farm Fire & Cas. Co.*, 2026 WL 1295782, at *7 (W.D. Okla. May 12, 2026). Similarly, in *Foster v. State Farm Fire & Casualty Co.*, the court denied the plaintiff's motion to compel third-party subpoena directed to Non-Party Accenture, again finding that plaintiffs should first exhaust their efforts to obtain the discovery from State Farm before seeking any discovery from Accenture.

Docket Entry, May 15, 2026, *Foster v. State Farm Fire & Cas. Co.*, No. CJ-2023-1426 (Cleveland County).

III. LEGAL STANDARD

Oklahoma law is clear that a serving party "shall take reasonable steps to avoid imposing undue burden or expense on a person subject to [a] subpoena." *See e.g.*, 12 O.S. §2004.1(C)(1). The Supreme Court of Oklahoma has explicitly held 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). An "undue" discovery burden is described as a burden "exceeding what is appropriate or normal; excessive." *Id.* at ¶ 15.

Oklahoma statutes further provide that parties may obtain discovery regarding 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, considering . . . the parties' relative access to relevant information**. . ." 12 O.S. § 3226(B)(1)(a) (emphasis added). Courts shall also "limit the frequency or extent of discovery otherwise allowed if it determines that: (1) the discovery sought is **unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive**, or "(2) the party seeking discovery has had ample opportunity to obtain the information by discovery in the action." *Id.* § 3226(B)(2)(c) (emphasis added).

Oklahoma law provides the specific process by which an excessive subpoena to a non-party is addressed. Following receipt of an overly broad subpoena to a non-party, the non-party may serve objections and shift the burden to the subpoenaing party to file a motion to compel. Pursuant to 12 O.S. § 2004.1, "[i]f objection [to the subpoena to a non-party] is made, the party

serving the subpoena shall not be entitled to inspect, copy, test or sample the materials or inspect the premises except pursuant to an order of the court." *Id.* § 2004.1(C)(2)(b). A motion to compel shall be denied when discovery is deemed to be "unwarranted or outside the scope of discovery." *Royal Hot Shot Invs., Inc. v. Keeton*, 2024 OK 70, ¶ 24, 561 P.3d 59, 65 (reh'g denied Dec. 9, 2024). Oklahoma statutes further authorize the Court to quash a subpoena under circumstances in which a subpoena imposes an undue burden or "requires disclosure of a trade secret or other confidential research, development, or commercial information." 12 O.S. § 2004.1(C)(3)(a)–(b). A subpoena may still be issued if the issuing party "shows a substantial need," or if the need for the material "cannot be otherwise met without undue hardship." *Id.* § 2004.1(C)(3)(b)(2).

Finally, Oklahoma courts do not have jurisdiction to enforce out-of-state subpoenas, such as Plaintiffs' subpoena. *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.").

IV. ARGUMENT

a. Plaintiffs Failed To Comply With The UIDDA, And This Court Lacks Authority To Enforce The Subpoena.

As a threshold matter, Plaintiffs have not complied with the procedural rules governing discovery from an out-of-state non-party, and this Court therefore lacks jurisdiction to enforce the subpoena. It is well established that one state does not have jurisdiction over, or the power to order, a nonparty person or entity located in another state to appear in the first state for discovery or trial. *See, e.g.*, *Craft*, 907 P.2d at 1111 (Oklahoma court lacked jurisdiction to enforce subpoena served on nonparty hospital located in Texas even though the hospital had contacts with Oklahoma); *accord Deppa v. Abbott Lab'ys, Inc.*, 2025 IL App (1st) 241795, ¶ 46 (there is no

compulsory process over nonparties outside Illinois); *Quinn v. Eighth Jud. Dist. Ct. in & for Cnty. of Clark*, 410 P.3d 984, 987–88 (Nev. 2018).

Courts have likewise consistently recognized that personal jurisdiction and subpoena power are distinct concepts. Even where a foreign corporation's contacts with a state may be sufficient to support jurisdiction over that entity as a party defendant, those contacts do not authorize the state to compel the corporation, as a non-party witness, to testify or produce documents in that state. *Craft,* 907 P.2d at 1111 (applying Oklahoma law); *accord In re National Contract Poultry Growers' Ass'n,* 771 So. 2d 466, 469 (Ala. 2000) ("[t]he underlying concepts of personal jurisdiction and subpoena power are entirely different."); *Phillips Petroleum Co. v. OKC Ltd. Partnership,* 634 So. 2d 1186, 1187 (La. 1994) ("The concepts, and/or underlying purposes, of personal jurisdiction and subpoena power are simply different."); *see also* Ryan W. Scott, *Minimum Contacts, No Dog: Evaluating Personal Jurisdiction for Nonparty Discovery,* 88 Minn. L. Rev. 968, 984 (2004) ("Most states retain strict limits on the reach of the subpoena power, holding that subpoena service cannot reach nonparties found outside the state."). This territorial restriction on state courts' subpoena powers "reflects the traditional concept of states as sovereign powers, exercising plenary jurisdiction within their territories but largely powerless beyond state lines." Scott, *supra*, at 984.

Accordingly, the mere fact that a corporation owns property, maintains an office, or has a registered agent in a state does not expand that state's subpoena power over a nonparty witness. *See Craft*, 907 P.2d at 1111; *In re National Contract Poultry Growers' Ass'n,* 771 So. 2d at 469.

The Uniform Interstate Deposition and Discovery Act ("UIDDA"), 735 ILCS 35/1, *et seq.*, reflects these jurisdictional limitations. Under the UIDDA, discovery from an Illinois nonparty must be pursued through an Illinois subpoena and enforced in Illinois courts. *See* 735 ILCS 35/3,

35/6. Oklahoma likewise has adopted the UIDDA, codified at 12 Okla. Stat. Ann. § 3250, *et seq.* Consistent with this reciprocal framework, courts have recognized that only a court located where a valid subpoena is issued has authority to enforce such a subpoena. *See* 735 ILCS 35/6; *Cascade Builders Corp. v. Rugar,* 2021 IL App (1st) 192410 ¶¶ 12-14; *cf.* 12 Okla. Stat. Ann. § 3235.

Plaintiffs argue that the UIDDA is merely a mechanism for domesticating subpoenas and "does not immunize national companies from the courts of states where they do business." *See* Plaintiffs' Motion to Compel at 9. That misses the point. No one contends that Non-Party Accenture is immune from discovery. The question is which state's courts have authority to compel that discovery. The UIDDA answers that question by assigning enforcement authority to the state where compliance is sought, thereby preserving that state's ability to protect persons and entities within its borders from undue discovery burdens.

Oklahoma law is clear that subpoena power does not extend beyond state borders. *See Craft*, 907 P.2d at 1112; *Lovett*, 18 P.3d at 389 ("the subpoena powers of Oklahoma courts stop at the state line"). As *Craft* explained, there is "no statutory authority . . . contemplating [the] extra-territorial effect of [the] Oklahoma discovery process." 907 P.2d at 1112. Plaintiffs' attempt to compel an entirely Illinois-based discovery effort through an Oklahoma subpoena is inconsistent with both *Craft* and the UIDDA's allocation of enforcement authority.

Here, rather than domesticating and enforcing their subpoena in Illinois, where Non-Party Accenture is located and where compliance would occur, Plaintiffs have attempted to use an Oklahoma office with no substantive connection to the requested discovery as a jurisdictional hook. Plaintiffs seek to compel an Illinois-based discovery effort through an Oklahoma subpoena based on Non-Party Accenture's unrelated Oklahoma office and the fact that any eventual production would be received by counsel in Oklahoma. Neither fact expands Oklahoma's

subpoena power beyond its borders, and such an interpretation would functionally dismantle the UIDDA altogether.

Accordingly, the subpoena duces tecum was not properly issued or served. Plaintiffs failed to comply with the UIDDA, and service on an Oklahoma branch office is insufficient to compel compliance by Accenture, an Illinois company. *See Craft*, 907 P.2d at 1111. Non-Party Accenture submits the arguments that follow without waiving these threshold objections.

b. Plaintiffs' Motion To Compel Should Be Denied Because Non-Party Accenture Does Not Have Documents Responsive to Many of the Requests

Plaintiffs' subpoena primarily seeks documents relating to the industry standard for full roof replacement relating to wind/hail damage that Plaintiffs imagine Non-Party Accenture created to help State Farm shortchange policyholders. There was no such conspiracy. As Non-Party Accenture's counsel has explained to Plaintiffs' counsel, Accenture was hired in a routine engagement to help State Farm improve its claims handling processes in connection with State Farm's FME. A small part of that work from April to July 2020 related to analyzing wind/hail claims. Regardless, and as Non-Party Accenture has also repeatedly made clear to Plaintiffs' counsel, Accenture did not collect or assemble industry data, studies, methodology, or any other information relating to an industry best benchmark in the manner suggested in the requests or in connection with any alleged conspiracy with State Farm. As a result, Non-Party Accenture does not have information responsive to Requests 1, 3, 4, 6, and 8 of the subpoena as it understands the requests. Plaintiffs' Motion to Compel information responsive to these requests should therefore be denied.

Plaintiffs' Motion to Compel documents responsive to Request 7 fails for the same reason. Request 7 seeks all documents that State Farm supplied to Non-Party Accenture for work on the industry standards. As explained to Plaintiffs' counsel, State Farm did not provide Non-Party

Accenture with any such information and therefore Accenture is not aware of any responsive information. Plaintiffs' motion to compel documents responsive to Request 7 should be denied accordingly.

Plaintiffs' Motion to Compel documents responsive to Request 5 fails because it misunderstands the nature of Non-Party Accenture's work where wind/hail claims were concerned. Non-Party Accenture did not monitor "State Farm's performance on wind/hail claims and/or full roof replacements on wind/hail claims in relation to industry standards," as Request 5 assumes. It follows that Non-Party Accenture does not have any responsive documents in its possession and Plaintiffs' motion to compel documents responsive to Request 5 should be denied. Non-Party Accenture has invited Plaintiffs' counsel to clarify this request but Plaintiffs' counsel has not done so to date.

Plaintiffs make a number of different arguments designed to show that Non-Party Accenture must have documents responsive to these requests. None are persuasive or change the fact that Non-Party Accenture does not have this information. For instance, Plaintiffs contend that in her deposition, State Farm witness Nicole Manduca testified that she received industry best benchmarks from Non-Party Accenture. Even if that is true, Ms. Manduca did not testify that she ever received, discussed or even knew about the data underlying those benchmarks or ever provided information to Non-Party Accenture relating to the benchmarks. It follows that Ms. Manduca's testimony does not in any way undercut Non-Party Accenture's position that it does not have documents responsive to Requests 1, 3, 4, 5, 6, 7, and 8.

Plaintiffs also incorrectly assert that Non-Party Accenture was paid $1 million for its work analyzing wind/hail claims as part of the Fire Model Enhancement, suggesting that it therefore must have a large quantity of information in its possession. Plaintiffs' Motion to Compel at 10.

As an initial matter, the amount of money Non-Party Accenture received does not change the fact that it did not assemble industry data, receive information from State Farm relating to industry benchmarks, or monitor State Farm's performance handling wind/hail claims relative to an industry benchmark. However, Plaintiffs greatly overstate the amount of money that Non-Party Accenture received for its limited work relating to wind/hail claims. Exhibit 8 – the document relied on by Plaintiffs – makes clear that the $1 million in fees relates to much more than just wind/hail work. Indeed, page four of the document plainly states that fire-related work, of which wind/hail analysis was a part, comprises only a fraction of the $1 million in fees in the document, completely undercutting Plaintiffs' position.

Finally, on page 16 of their motion, Plaintiffs point to three particular documents, seemingly to suggest that Non-Party Accenture must have responsive information justifying the requests in the subpoena. *Id.* at 16. A close look at the documents, however, reveals that none support Plaintiffs' position.

Exhibit 21 is a State Farm deck, not a Non-Party Accenture deck as Plaintiffs incorrectly assert, and the quoted language describes work that was *not performed*, not documents in anyone's possession, let alone Non-Party Accenture's. *Id.* at Exhibit 21. Exhibit 20 is an email exchange that involves no Non-Party Accenture employees and that includes no Non-Party Accenture work product. *Id.* at Exhibit 20. Exhibit 31 appears to attach the wrong document, as its Bates numbers do not match those cited in the motion, nor does the Exhibit support the claim that various files were not produced to Plaintiffs in a reviewable format. *Id.* at Exhibit 31. Even if that were true, Plaintiffs' remedy would be to seek the documents in a reviewable format from the party who produced them, presumably State Farm, and not from Non-Party Accenture. Indeed, nothing suggests that the work product originated on or resides in Non-Party Accenture's systems. In sum,

none of these exhibits supports Plaintiffs' allegation that Non-Party Accenture is withholding responsive materials. Nor do they support the relief sought in the Motion to Compel.

c. Plaintiffs' Motion to Compel Should Be Denied Because Plaintiffs Have and Should Obtain Information Responsive to Certain Requests Directly From Defendant State Farm

With regard to the handful of remaining requests in the subpoena, they all seek documents that should be pursued from State Farm in the first instance. It is well established under Oklahoma law that a serving party must take "reasonable steps" to avoid "imposing undue burden or expense on a person subject to [a] subpoena." 12 O.S. § 2004.1(C)(1). This obligation involves the duty to avoid undue burden or expense on any person subject to a subpoena, but "that [ ] duty is higher when the subpoena is directed to a non-party." *Young*, ¶ 13, 21 P.3d at 47 (emphasis added). An "undue" discovery burden is one that "exceed[s] what is appropriate or normal; excessive." *Id.* ¶ 15.

Here, Plaintiffs have violated their duty to avoid imposing undue burden and expense on Non-Party Accenture by seeking documents that can be obtained from Defendant State Farm. For example, Request 9 seeks contracts between State Farm and Non-Party Accenture concerning "work on wind/hail claims and/or full roof replacements on wind/hail claims." Non-Party Accenture is confident the relevant contract is in State Farm's possession and should be obtained from State Farm. Similarly, Request 2 seeks all documents and correspondence relating to Non-Party Accenture's work concerning wind/hail claims on State Farm's FME. This necessarily includes documents in State Farm's possession including work product generated by Non-Party Accenture for State Farm and correspondence with State Farm. Request 10 seeks documents referring to full roof replacements as "the biggest bucket of opportunity," and Request 11 seeks documents "on indemnity and/or potential reduction in indemnity." Again, these are documents that should be sought from State Farm in the first instance.

This is particularly true given, as discussed above, Non-Party Accenture did all of its work within State Farm's systems. Ex. 2, Fuchs Decl. at ¶ 4(c). Therefore, State Farm has in its possession the vast majority, if not all, of the relevant documents generated by Non-Party Accenture, including work product and correspondence using State Farm-issued email addresses. *See e.g.*, Plaintiffs' Motion to Compel at Exhibits 9, 11, 32. It is also clear that Plaintiffs have already obtained a significant number of Accenture-related documents from State Farm, some of which are attached as exhibits to Plaintiffs' motion. In these circumstances, Plaintiffs should not be allowed to simply request from Non-Party Accenture all information relating to its work for State Farm without taking into account what they have already received from State Farm and without exhausting their efforts to obtain any documents they believe are missing from State Farm. Indeed, this was exactly the ruling of the two Oklahoma courts that have confronted the exact situation presented here, and Non-Party Accenture respectfully requests that the Court rule consistently with those decisions and deny Plaintiffs' motion to compel. *Barlow v. State Farm Fire & Cas. Co.*, 2026 WL 1295782 at (W.D. Okla. May 12, 2026) *7 (independently finding that (i) a protective order precluding service of the subpoena on Non-Party Accenture was warranted because the requested information should first be sought from State Farm, which was a more convenient and less burdensome source of the same information; and (ii) Plaintiffs' counsel, the same counsel appearing in this action, violated Local Rule 45.1(b) by serving the subpoena notice after a motion to preclude service had already been filed); Docket Entry, May 15, 2026, *Foster v. State Farm Fire and Casualty Co., et al.*, No. CJ-2023-1426 (granting motion to quash subpoena as to Non-Party Accenture).

Plaintiffs' claim that they have been stymied from obtaining Accenture-related documents because State Farm has objected that it is "not at liberty" to produce documents "authored and/or

copyrighted by entities that are not parties" does not ring true. First, the number of Accenture-related documents State Farm has produced belies this claim. Second, although Plaintiffs have not provided the actual language State Farm used or the context of its objection, , the exhibits attached to Plaintiffs' Motion to Compel indicate that State Farm has not objected wholesale to the production of Accenture-related materials. *Morecraft v. Farmers Insurance Co.*, 2010 WL 1257579 (N.D. Okla. Mar. 25, 2010), also does not help Plaintiffs here. To the contrary, it concerns documents a party lacks the legal right to obtain from a third party, not documents already in the party's files. Section 2004.1(C)(1) obliges Plaintiffs to take reasonable steps to avoid imposing undue burden or expense on a nonparty. Transferring the cost of this production to Non-Party Accenture, rather than pursuing an unlitigated objection against the party that holds the documents, is not such a step.

Finally, to the extent that Plaintiffs are only seeking documents uniquely in Non-Party Accenture's possession and not on State Farm's systems or already produced by State Farm, Non-Party Accenture objects on several grounds. First, Plaintiffs have never taken this position and none of its requests are so limited. Second, there is no reason to believe that documents never provided to or seen by State Farm are relevant to State Farm's state of mind and Plaintiffs' dispute with State Farm. Third, given that Non-Party Accenture worked in State Farm's systems, anything in Non-Party Accenture's possession is likely cumulative of documents in State Farm's possession and will not add in any material way to the information produced by State Farm or that could be obtained from State Farm. This is particularly true when weighed against the burden of forcing Non-Party Accenture to search through eight years' worth of data for scraps of information that will not meaningfully advance the development of the facts in the dispute between the Plaintiffs and State Farm.

d. Plaintiffs' Motion to Compel Should Be Denied Because the Subpoena Covers an Overbroad Eight-Year Time Period That Imposes an Undue Burden on Non-Party Accenture

Plaintiffs' Motion to Compel should also be denied because the subpoena seeks to impose on Non-Party Accenture a wildly overbroad eight-year time period despite the fact that the work at issue took place between April and July 2020. This is particularly problematic because Non-Party Accenture does not maintain a centralized "deal file" relating to its work on the State Farm FME, much less the wind/hail claims that were a small part of that engagement. Rather, as drafted, the subpoena would require Non-Party Accenture to gather custodial data, apply search terms, and then sort through the large number of necessarily irrelevant documents that hit on the search terms but had nothing to do with the engagement because they were created either before or after the short period in 2020 when Non-Party Accenture performed the work at issue. Non-Party Accenture estimates that this process would cost hundreds of thousands of dollars of internal resources, outside counsel fees, and e-discovery hosting costs, and yield very little, if any, information that could not be obtained from State Farm given that Non-Party Accenture performed the work at issue in State Farm's systems.

Counsel for Non-Party Accenture communicated the severe burden imposed by the overbroad time period at the belated meet and confer on September 11, 2026, and in its letter dated September 21, 2026. Plaintiffs' counsel refused any compromise. In their Motion to Compel, Plaintiffs' counsel's attempt to justify the eight-year time period is not persuasive. In a few sentences at pages 16 and 17 of their motion, Plaintiffs contend that because the FME work was underway by early 2020, a start date two years before the engagement "captures its formation." Plaintiffs' Motion to Compel at 16–17. But there is no reason to believe, and Plaintiffs offer none, that the engagement was "formed" (whatever that means) in 2018 or any time before 2020, when the work took place. Plaintiffs' attempt to justify extending the time period through the present

day is even less persuasive, if that is even possible. Despite acknowledging that Non-Party Accenture produced the Texas impact analysis—the work product relating to wind/hail claims at issue—by May 2020, Plaintiffs seek a discovery period extending more than six years beyond that work and years after the resolution of their clients' roof claim. Plaintiffs refer in their exhibit list to an email from Mike Massa from July 2020, stating that he would "still be around," to baldly contend the engagement continued until 2026. *Id.* at vi, 13, 17. Significantly, the document cited by Plaintiffs at page 17 of their motion and attached as Exhibit 20 does not involve Mike Massa or contain any statement by him. But regardless, Non-Party Accenture's analysis of wind/hail claims did not continue until 2026; it ended in July 2020. Moreover, the fact that State Farm may have referenced Non-Party Accenture's work in 2021 (or even later) does not change the fact that it was completed in July 2020.

Finally, Plaintiffs mischaracterize the record in an unsuccessful attempt to justify their excessive proposed time period. Plaintiffs contend that an October 2021 email referencing Accenture's involvement in "ECR Strategic Work" points to a separate workstream that purportedly constitutes one of two "distinct Accenture workstreams." *Id.* at 13, 16, and Exhibit 23. As an initial matter, this is inconsistent with Plaintiffs' contention earlier in their motion that their requests are reasonable because they concern "one consulting engagement, for one client, on one subject." *Id.* at 18. But the reality is the exhibit Plaintiffs cite has no connection to the analysis of wind/hail claims. As is apparent from the face of the document, the email concerns the capacity and capability of outside claims adjustors and does not relate to the issues in this case. Moreover, the document is dated October 2021 and provides no basis for extending the relevant time period another five years beyond the timeframe Plaintiffs incorrectly argue is supported by the record. *Id.* at Exhibit 23.

Plaintiffs suggest that Non-Party Accenture was required to file a motion for protective order, quantify the costs associated with a potential production, identify withheld materials, prepare a statement describing these determinations, and produce a privilege log. *Id.* at 5–7. These demands put the cart before the horse. Before the parties have negotiated a reasonable scope of discovery, Non-Party Accenture should not be required to undertake the costly collection, review, and privilege analysis necessary to generate the materials Plaintiffs unreasonably demand. Requiring a non-party to perform much of the requested discovery simply to establish that the requests are overbroad and unduly burdensome would defeat the protections afforded to non-parties under Oklahoma, and importantly, Illinois discovery rules.

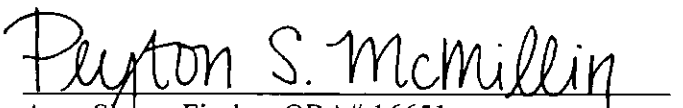
In sum, Plaintiffs' unwillingness to compromise and agree to narrow the time period in the subpoena to one that reflects when the work at issue was actually done imposes a substantial burden on Non-Party Accenture and serves as another independent reason to deny Plaintiffs' motion to compel.

V. CONCLUSION

For all of the foregoing reasons, including those based on the positions with respect to each request described in **Exhibit 1**, Plaintiffs' motion to compel should be denied. Non-Party Accenture LLP respectfully requests that the Court issue an Order denying Plaintiffs' Motion to Compel. Additionally, Non-Party Accenture requests that the Court award it its reasonable expenses incurred in opposing Plaintiffs' Motion, including attorneys' fees pursuant to 12 O.S. § 3237(A)(4).

Dated: September 25, 2026

Respectfully submitted,



Amy Sherry Fischer-OBA# 16651
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-and-

Douglas Fuchs (*Pro Hac Vice* forthcoming)
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DFuchs@gibsondunn.com

ATTORNEYS FOR NON-PARTY ACCENTURE LLP

CERTIFICATE OF SERVICE

This is to certify that on this 25th day of September, 2026, a true and correct copy of the foregoing instrument was emailed as follows:

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Michael Burrage
Blake Sonne
Hannah Whitten
John S. Sanders
Jake Denne
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Attorneys for Defendants State Farm Fire and Casualty Company, Mark D. Welty, and Mark D. Welty Insurance Agency, Inc.

Peyton S. McMillin

Amy Sherry Fischer / Peyton S. McMillin

EXHIBIT 1

Non-Party Accenture Subpoena Response Chart

Request No.	Request Text	Non-Party Accenture's Response
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.	Accenture has no documents responsive to Request 1.
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.	Based on the eight-year time period, this request is overbroad and imposes an extreme burden on Non-Party Accenture. Request 2 also seeks documents already obtained from Defendant State Farm or that could be obtained from Defendant State Farm.
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.	Accenture has no documents responsive to Request 3.

Request No.	Request Text	Non-Party Accenture's Response
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.	Accenture has no documents responsive to Request 4.
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.	Based on its understanding of Request 5, Accenture has no responsive documents. Accenture has requested clarification from Plaintiffs' counsel but has not received any.
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.	Accenture has no documents responsive to Request 6.

Request No.	Request Text	Non-Party Accenture's Response
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.	Accenture has no documents responsive to Request 7.
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.	Accenture has no documents responsive to Request 8.
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.	Request 9 seeks documents that should be obtained from Defendant State Farm.
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.	Request 10 seeks documents that should be obtained from State Farm, and it imposes an unreasonable burden on Non-Party Accenture given the eight-year time period.
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.	Request 10 seeks documents that should be obtained from State Farm, and it imposes an unreasonable burden on Non-Party Accenture given the eight-year time period.

EXHIBIT 2

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

BILLY & LACY HURSH,	)	
	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. CJ-2025-2626
	)	
STATE FARM FIRE AND CASUALTY COMPANY;	)	*Hon. Amy Palumbo*
MARK D. WELTY; and	)	
MARK D. WELTY INSURANCE AGENCY, INC.,	)	
	)	
	)	
Defendants.	)	

DECLARATION OF DOUGLAS FUCHS IN SUPPORT OF NON-PARTY ACCENTURE LLP'S RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL THIRD-PARTY SUBPOENA

I, Douglas Fuchs, being duly sworn and under oath, declare as follows:

1. I am an attorney at Gibson, Dunn & Crutcher LLP, counsel for Non-Party Accenture LLP. I am a member of the Bar of the State of California and I have submitted an application for out-of-state attorney registration in this state. I submit this Declaration in support of Non-Party Accenture LLP's Response in Opposition to Plaintiffs' Motion to Compel Third-Party Subpoena. I have personal knowledge of the matters stated in this declaration and would testify truthfully to them if called to do so.

2. On July 2, 2026, Plaintiffs Lucy and Billy Hursh ("Plaintiffs") purportedly served the subpoena duces tecum, signed by Blake Sonne, an attorney at Whitten Burrage, attached as **Exhibit A.**

3. On July 10, 2026, I met and conferred with Plaintiffs' counsel to discuss the scope of the subpoena. Plaintiffs' counsel did not accept Non-Party Accenture's offer to compromise

regarding the requests and instead filed its Motion to Compel enforcement of the subpoena without modification on September 10, 2026.

4. The following day, on September 11, 2026, I met with Plaintiffs' counsel, again attempting to raise concerns about the scope of the subpoena and the burden imposed by its requests on Non-Party Accenture. Plaintiffs' counsel again refused to modify the subpoena. On this call, I conveyed the following to Plaintiffs' counsel:

   a. Non-Party Accenture does not have much of the underlying industry material requested in the subpoena;

   b. Locating, searching and reviewing the requested material would be time consuming give the eight-year time period in the subpoena, and the cost would greatly outweigh the marginal relevance of the materials; and

   c. Non-Party Accenture works in the electronic system of its clients, including email domains.

5. On September 21, 2026, I sent an email to Plaintiffs' counsel explaining the following:

   a. Non-Party Accenture does not have documents responsive to several requests;

   b. Plaintiffs' counsel should obtain documents for certain requests directly from State Farm, which is in possession of the requested information;

   c. Non-Party Accenture needed clarification to understand certain requests;

   d. Non-Party Accenture further proposed a revised time period of January 1, 2020, through the end of July 2020, a period that covered the engagement at issue; and

   e. Non-Party Accenture agreed it would consider searching for responsive documents if plaintiffs' counsel explained what it was seeking that it had not already obtained from State Farm or could not obtain from State Farm.

6. Attached as **Exhibit B** is a true and accurate copy of a September 21, 2026 email exchange between counsel for Non-Party Accenture and counsel for Plaintiffs regarding Non-Party Accenture's attempts to confer regarding the scope of the subpoena.

7. Based on my knowledge of the work charged to Non-Party Accenture to date, my best estimate is that gathering the information requested by the subpoena, isolating responsive documents, and conducting responsiveness and privilege review would cost several hundred thousand dollars, given the complexity, breadth, and volume of information implicated by the time period in the subpoena and the requests.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 25, 2026, at Oklahoma City, Oklahoma.



Douglas Fuchs

Exhibit A

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.

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
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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 Sonne

Exhibit B

From:	Fuchs, Douglas
To:	Blake Sonne; Amy Fischer; rwhitten@whittenburragelaw.com
Cc:	Peyton McMillin; mburrage@whittenburragelaw.com; Hannah Whitten; Brad Beskin; Autumn Hobbs; Kayli Price
Subject:	RE: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626
Date:	Monday, September 21, 2026 5:14:19 PM

Blake, I am writing to see if we can agree to a compromise with regard to the document subpoena such that you will agree to withdraw your motion to compel. In the meantime, please be advised that we will be filing a motion to quash the subpoena and for a protective order in state court in Illinois, where the subpoena should have been served in the first instance because Accenture is an Illinois company and none of Accenture's documents or witnesses are located in Oklahoma and none of its work on wind/hail claims relating to the FME took place in Oklahoma.

With regard to your subpoena, you write in your motion to compel, "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." (MTC at 15-16). In our meet an confer call on September 11, I explained that Accenture does not have any responsive information because Accenture did not gather data, studies or other material when it provided information that was incorporated in certain PowerPoint presentations relating to the frequency of full roof replacement resulting from hail damage. This resolves these requests.

Similarly, with regard to Request 7, State Farm did not provide Accenture with the documents sought in the request and therefore Accenture does not have any responsive information.

With regard to Request 9, we are confident that State Farm has the relevant contract and can produce it to you (if it has not already).

With regard to Request 5, our understanding is that Accenture did not monitor State Farm's performance on wind/hail claims or full roof replacements, including after Accenture's work relating to wind/hail claims that was completed in July 2020. However, we are happy to discuss this request with you to the extent you want to explain why you think Accenture did monitor State Farm's performance and what documents you are seeking that you have not already received from State Farm or could request from State Farm.

With regard to Request 10, we are not familiar with Accenture using the phrase "biggest bucket of opportunity." You cite Nicole Manduca's deposition testimony in your motion to compel, but unfortunately we have never been provided a copy of Ms. Manduca's

testimony and the excerpt cited is ambiguous. Nonetheless, if we can agree on a reasonable time period covering Accenture's collection of data, Accenture is willing to search for that phrase in its collection set.

With regard to Request 11, we do not understand what is meant by "documents on indemnity and/or potential reductions in indemnity" and what you are seeking in this request. This was not a focus of Accenture's work where the wind/hail analysis was concerned. However, we are happy to discuss with you to the extent you would like to explain what you are looking for and why you think Accenture would have the documents you are seeking to the extent you have not already received them from State Farm or could request them from State Farm.

With regard to Request 2, we would like to discuss this request with you to see if we can come to an agreement on a manageable scope. As written, this request appears to cover all documents relating to Accenture's work on wind/hail claims relating to the FME. As we have explained several times, and contrary to your assertions in your motion to compel, Accenture does not have possession of workpapers (your phrase). Rather, as you know, Accenture worked in State Farm's systems and therefore State Farm is best positioned to produce the information you are seeking concerning Accenture's work. It would be extremely burdensome and expensive for Accenture to assemble a data set, particularly for the 8-year time period you are requesting, and search for documents relating to its work on this engagement. The search would undoubtedly yield a huge quantity of nonresponsive information and would only yield at most a small quantity of responsive information that you already obtained from State Farm, could obtain from State Farm, and/or would not meaningfully add anything to the discovery in this case. This is particularly true given, as discussed above, Accenture does not have the data underlying the industry best figures that are the focus of your subpoena.

Nonetheless, we are happy to work with you to try to come to a compromise on Request 2. That would start with revising the relevant time period, which we propose would be January 2020 through the end of July 2020. This covers the time-period several months before Accenture's work began on wind/hail claims relating to the FME through the final deliverable. In addition, we'd like to hear from you what specifically you are after that you have not received from State Farm, as opposed to all documents relating to Accenture's work on wind/hail claims. Once again, the focus should not be on data underlying the industry best figures because Accenture does not have that information.

Finally, I want to address the documents you point to at page 16 of your motion to compel to support your argument that Accenture must have relevant information in its

possession. First, Exhibit 21 is not an Accenture deck but rather a State Farm deck, and, regardless, the quoted statement discusses work that was *not* done, not information in Accenture's possession. If there is something we are missing, please let us know. Second, Exhibit 20 does not involve any Accenture employees or work product. We do not know what you mean by your statement that Accenture's "final work product was handed over as a compressed archive whose contents the production does not expose." To the extent you are referring to a production by State Farm to plaintiffs, then it would seem you should follow up with State Farm. In any event, there is nothing to suggest Accenture's final work product (which is not what is at issue in Exhibit 20), originated on Accenture's systems or is even in Accenture's possession. Third, Exhibit 31 appears to attach the wrong document as the Bates-numbers on the document do not match with the Bates numbers cited in the motion. To the extent you are not able to access documents produced by State Farm, we once again request that you follow up with State Farm.

Please let me know your availability for a call to discuss so we can see if we can resolve this among the parties and not unnecessarily involve the Court. Thanks,

Doug

Douglas Fuchs
Partner

T: +1 213.229.7605 | M: +1 310.433.9924
DFuchs@gibsondunn.com

GIBSON DUNN
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Los Angeles, CA 90071-3197

From: Blake Sonne <bsonne@whittenburragelaw.com>
Sent: Wednesday, September 9, 2026 12:51 PM
To: Amy Fischer <amyfischer@oklahomacounsel.com>; rwhitten@whittenburragelaw.com
Cc: Fuchs, Douglas <DFuchs@gibsondunn.com>; Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>; mburrage@whittenburragelaw.com; Hannah Whitten <hwhitten@whittenburragelaw.com>; Brad Beskin <bbeskin@whittenburragelaw.com>; Autumn Hobbs <ahobbs@whittenburragelaw.com>; Kayli Price <kprice@whittenburragelaw.com>
Subject: Re: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Hey Amy,

Thanks for the email. Here is the notice of deposition for Accenture. Please review and we can talk on Friday. 2:30pm Friday work for a call?

On the document subpoena, we already have a motion to compel that we will get on file tomorrow and will set for hearing, but of course happy to discuss resolution on Friday as well. Thank you.

BLAKE SONNE
ATTORNEY, OF COUNSEL
SIGNATURE_3602257780

512 N. Broadway Ave., Suite 300 | Oklahoma City, OK 73102
405.516.7800 Tel | 405.516.7859 Fax | 405.664.2919 Cell
bsonne@whittenburragelaw.com
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The information in this e-mail message is intended for the confidential use of addressees only. The information may be subject to the attorney-client privilege and/or may be attorney work-product. If you received this e-mail in error, please notify Whitten Burrage immediately at the telephone number listed above. Thank you.

From: Amy Fischer <amyfischer@oklahomacounsel.com>
Date: Wednesday, September 9, 2026 at 12:44 PM
To: Blake Sonne <bsonne@whittenburragelaw.com>, "Reggie N. Whitten" <rwhitten@whittenburragelaw.com>
Cc: Douglas Fuchs <DFuchs@gibsondunn.com>, Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>, Michael Burrage <mburrage@whittenburragelaw.com>, Hannah Whitten <hwhitten@whittenburragelaw.com>, Brad Beskin <bbeskin@whittenburragelaw.com>
Subject: RE: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Blake,

Do you have time Friday to chat? My best times at afternoon (except from 1:30-2). Thanks!

Amy Sherry Fischer
Foliart, Huff, Ottaway & Bottom
201 Robert S. Kerr Avenue
Twelfth Floor
Oklahoma City, OK 73102
Telephone: (405) 232-4633
Facsimile: (405) 232-3462
Mobile: (405) 210-6513
amyfischer@oklahomacounsel.com

CONFIDENTIAL COMMUNICATION: This message, including any attachments, may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you believe this message has been sent to you in error, do not read, copy or distribute the message. Please reply to the sender and then delete the message.

From: Blake Sonne <bsonne@whittenburragelaw.com>
Sent: Wednesday, September 9, 2026 10:22 AM
To: Amy Fischer <amyfischer@oklahomacounsel.com>; Reggie N. Whitten <rwhitten@whittenburragelaw.com>
Cc: Douglas Fuchs <DFuchs@gibsondunn.com>; Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>; Michael Burrage <mburrage@whittenburragelaw.com>; Hannah Whitten <hwhitten@whittenburragelaw.com>; Brad Beskin <bbeskin@whittenburragelaw.com>
Subject: Re: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Hey Amy,

Hope all is well. Reaching out with respect to the document subpoena to Accenture and your client's objections. Given the Court's ruling on the second motion to compel and the documents we have in our possession currently, we are very confident the Court will grant a motion to compel. I am also sending over later today a subpoena for deposition testimony for Accenture. Please advise if (1) you can accept service of this subpoena and (2) whether Accenture will present a corp rep for deposition. I know we have already discussed these issues, but wanted to reach out one last time before we file our motion to compel. Please advise. Thank you.

BLAKE SONNE
ATTORNEY, OF COUNSEL
SIGNATURE_2073108203

512 N. Broadway Ave., Suite 300 | Oklahoma City, OK 73102
405.516.7800 Tel | 405.516.7859 Fax | 405.664.2919 Cell
bsonne@whittenburragelaw.com
www.whittenburragelaw.com

The information in this e-mail message is intended for the confidential use of addressees only. The information may be subject to the attorney-client privilege and/or may be attorney work-product. If you received this e-mail in error, please notify Whitten Burrage immediately at the telephone number listed above. Thank you.

From: Amy Fischer <amyfischer@oklahomacounsel.com>
Date: Friday, July 17, 2026 at 4:01 PM
To: "Reggie N. Whitten" <rwhitten@whittenburragelaw.com>
Cc: Blake Sonne <bsonne@whittenburragelaw.com>, Douglas Fuchs <DFuchs@gibsondunn.com>, Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>
Subject: RE: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Sounds good. I have a hearing in Norman at 2:00 so maybe after that?

Amy Sherry Fischer
Foliart, Huff, Ottaway & Bottom
201 Robert S. Kerr Avenue
Twelfth Floor
Oklahoma City, OK 73102
Telephone: (405) 232-4633
Facsimile: (405) 232-3462
Mobile: (405) 210-6513
amyfischer@oklahomacounsel.com

CONFIDENTIAL COMMUNICATION: This message, including any attachments, may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you believe this message has been sent to you in error, do not read, copy or distribute the message. Please reply to the sender and then delete the message.

From: Reggie N. Whitten <rwhitten@whittenburragelaw.com>
Sent: Friday, July 17, 2026 3:59 PM
To: Amy Fischer <amyfischer@oklahomacounsel.com>
Cc: Blake Sonne <bsonne@whittenburragelaw.com>; Douglas Fuchs <DFuchs@gibsondunn.com>; Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>
Subject: Re: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Blake has a depot that morning. I think I can make it work but let's see what Blake says. Might need to be later in the day.
Sent from my iPhone

> On Jul 17, 2026, at 3:50 PM, Amy Fischer <amyfischer@oklahomacounsel.com> wrote:
>
> Reggie and Blake,
>
> After we spoke yesterday, I learned that we already has these done so we went ahead and served them. We are interested in talking next week. How is Tuesday late afternoon?
>
> Thanks!
>
> Amy Sherry Fischer
> Foliart, Huff, Ottaway & Bottom
> 201 Robert S. Kerr Avenue

Twelfth Floor
Oklahoma City, OK 73102
Telephone: (405) 232-4633
Facsimile: (405) 232-3462
Mobile: (405) 210-6513
amyfischer@oklahomacounsel.com

CONFIDENTIAL COMMUNICATION: This message, including any attachments, may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you believe this message has been sent to you in error, do not read, copy or distribute the message. Please reply to the sender and then delete the message.

From: Carolina Bonnet <CarolinaBonnet@oklahomacounsel.com>
Sent: Friday, July 17, 2026 2:21 PM
To: Reggie N. Whitten <rwhitten@whittenburragelaw.com>; rburrage@whittenburragelaw.com; bsonne@whittenburragelaw.com; hwhitten@whittenburragelaw.com; bbeskin@whittenburragelaw.com; jsanders@whittenburragelaw.com; jdenne@whittenburragelaw.com; cmcneer <cmcneer@gablelaw.com>; gfitz@gablelaw.com; lleffel@gablelaw.com
Cc: Amy Fischer <amyfischer@oklahomacounsel.com>; Peyton McMillin <PeytonMcmillin@oklahomacounsel.com>; OKC Receptionist <receptionist@oklahomacounsel.com>; Fuchs, Douglas <dfuchs@gibsondunn.com>; Gibbs, Brenna L. <BGibbs@gibsondunn.com>
Subject: Hursh v. State Farm Fire & Casualty Company, et al. - CJ-2025-2626

Good afternoon,

Please find attached Non-Party Accenture LLP's Objections and Responses to Plaintiff's Subpoena Duces Tecum. Thank you!

Sincerely,

Carolina Bonnet
Litigation Paralegal
Foliart, Huff, Ottaway & Bottom
201 Robert S. Kerr Ave., 12th Floor
Oklahoma City, OK 73102
Telephone: (405) 232-4633
Facsimile: (405) 232-3462
www.oklahomacounsel.com

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<2026-07-17 (Hursh) Accenture Resp and Obj to Pltf's Subpoena.pdf>

Exhibit 3

Law Division Motion Section Initial Case Ma ment Dates for CALENDARS (A,B,C,D,E,F,H,I , will be heard In Person.
All other Law Division Initial Case Management Dates will be heard via Zoom
For more information and Zoom Meeting IDs go to https.//www.cookcountycourt,org/HOME?Zoom-Links?Agg4906_SelectTab/12
Court Date: 11/19/2026 9:30 AM

FILED
9/23/2026 9:59 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2026L011400
Calendar, Q
40132419

FILED DATE: 9/23/2026 9:59 AM 2026L011400

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACCENTURE LLP, an Illinois limited liability partnership, Petitioner, v. BILLY AND LACY HURSH, Respondents/ Plaintiffs, v. STATE FARM FIRE AND CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	)	Case No. 2026L011400

PETITION OF NONPARTY ACCENTURE LLP FOR PROTECTIVE ORDER QUASHING OR LIMITING SUBPOENA DUCES TECUM

Petitioner Accenture LLP, an Illinois limited liability partnership, by and through its attorneys Katten & Temple, LLP, pursuant to the Uniform Interstate Deposition and Discovery Act 735 ILCS 35/1, *et seq.*, and Supreme Court Rule 201, petitions this Court for a protective order quashing or limiting the subpoena duces tecum issued by plaintiffs in the underlying foreign lawsuit pending in Oklahoma state court captioned above. The grounds supporting this Petition are set forth below and in the accompanying memorandum.

1. Accenture LLP is an Illinois limited liability partnership.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

2. Attached as Exhibit 1 is a true and correct copy of a Certificate of Good Standing for Accenture LLP, dated as of Sept. 21, 2026, issued by the Illinois Secretary of State.

3. Accenture's principal corporate office is located at 500 West Madison, 21st Floor, Chicago, Illinois 60661.

4. Accenture's registered agent for service of process is Corporate Creations Network Inc., 1320 Tower Road, Schaumburg, IL 60173.

5. Billy and Lacy Hursh ("Plaintiffs") are plaintiffs in a lawsuit pending against defendants State Farm Fire and Casualty Company, Mark D. Welty and Mark D. Welty Insurance Agency, Inc., in the district court for Oklahoma county in the State of Oklahoma, Case No. CJ-2025-2626. The underlying lawsuit arises out of homeowners' property damage claims made by plaintiffs on their State Farm policy in or about 2024.

6. Accenture is a nonparty to the underlying lawsuit in Oklahoma.

7. Accenture is registered as a foreign company with the Oklahoma Secretary of State.

8. Accenture has an office in Oklahoma City, Oklahoma.

9. On or about July 2, 2026, Plaintiffs' counsel delivered a copy of a subpoena duces tecum to Accenture's Oklahoma office. A true and correct copy of the subpoena duces tecum is attached as Exhibit 2.

10. On September 9, 2026, Plaintiffs' counsel in the underlying lawsuit mailed to defense counsel a notice of deposition of Accenture's corporate

FILED DATE: 9/23/2026 9:59 AM 2026L011400

representative who is "most knowledgeable" to testify regarding 25 different topics on October 16, 2026. A true and correct copy of that subpoena is attached as Exhibit 3. Accenture has not been served yet with a subpoena for this deposition.

11. Plaintiffs' counsel in the underlying lawsuit have filed a motion to compel with respect to the subpoena duces tecum in the underlying lawsuit in Oklahoma state court. The deadline to file a response to the motion to compel is September 25, 2026.

12. The Oklahoma court lacks jurisdiction to enforce a nonparty subpoena on Accenture, an Illinois company.

13. Pursuant to the Uniform Interstate Deposition and Discovery Act, adopted in Illinois and Oklahoma, the proper procedure is to obtain a subpoena from the Illinois court under that statute and serve on Accenture in Illinois pursuant to that statute and Illinois law.

14. Accenture provides a variety of consulting services to its clients. In or about 2020 Accenture provided certain consulting services to State Farm Fire and Casualty Company (the "2020 State Farm Engagement").

15. State Farm Fire and Casualty Company is an Illinois mutual insurance company with its principal place of business in Bloomington, Illinois. Attached as Exhibit 4 is a true and correct copy of the certificate of registration of State Farm Fire and Casualty Company with the Illinois Department. of Insurance.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

16. Mike Massa is a Managing Director of Accenture located in Chicago, Illinois. Mr. Massa performed services in connection with the 2020 State Farm Engagement.

17. Accenture's documents relating to the 2020 State Farm Engagement are not in Oklahoma. Accenture has documents relating to the 2020 State Farm Engagement in Illinois.

18. Mr. Massa is the Accenture employee with the most knowledge of the 2020 State Farm Engagement.

19. Accenture's Oklahoma office has no documents or personnel relating to Accenture's 2020 State Farm Engagement. The services in the 2020 State Farm Engagement did not involve Oklahoma property owners' policies or claims.

20. Because Accenture, as an Illinois company, conducts business activities in Oklahoma, Accenture is properly registered in the State of Oklahoma as a foreign company. Its registered agent in Oklahoma is Corporate Creations Network Inc.

21. Corporate Creations delivers documents received as registered agent to Accenture's principal corporate office in Chicago, Illinois. For example, a subpoena in another Oklahoma lawsuit, *Foster v. State Farm Fire and Casualty Company, et al.,* Case No. CJ-2023-1426, Cleveland County District Court, Oklahoma, was delivered to Corporate Creations in Oklahoma, which in turn delivered the subpoena to Accenture in Illinois by sending it to Robert F. Goldman, Accenture LLP, 500 W Madison Street Chicago IL 60661.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

22. The subpoena duces tecum in the underlying lawsuit should be quashed because it was not properly issued and served on nonparty Accenture, an Illinois company. Plaintiffs' counsel failed to comply with the UIDDA and service on a branch office in Oklahoma is defective to force Accenture, an Illinois company, to comply with the subpoena. Under the UIDDA, Illinois law applies to the subpoena duces tecum and issues regarding enforcement, such as a motion for a protective order to quash or limit the subpoena, because Accenture is an Illinois company and a nonparty to the Oklahoma lawsuit.

23. Alternatively, the subpoena duces tecum should be quashed because it is not proportional, it is overly broad and unduly burdensome, and it seeks information not relevant to the subject matter of the action. Many of the requested documents are already in Plaintiffs' counsel's possession because they have been produced by State Farm.

24. At a minimum, the Court should enter a protective order limiting the subpoena duces tecum to a reasonable scope.

WHEREFORE, for the foregoing reasons, Accenture LLP respectfully requests that the Court quash the subpoena duces tecum. Alternatively, Accenture LLP requests that the Court enter a protective order limiting the scope to a reasonable scope.

September 23, 2026

Respectfully submitted,

/s/ Nancy A. Temple
One of the Attorneys for Accenture LLP

Nancy A. Temple
Brandon D. Lawniczak

FILED DATE: 9/23/2026 9:59 AM 2026L011400

Katten & Temple, LLP
33 N. Dearborn St., Suite 1800
Chicago, IL 60602
(312) 663-0800
ntemple@kattentemple.com
blawniczak@kattentemple.com

Of Counsel:
Douglas Fuchs
Brenna Gibbs
Gibson, Dunn & Crutcher LLP
333 S. Grand Ave.
Los Angeles, CA 90071-3197

FILED DATE: 9/23/2026 9:59 AM 2026L011400

File Number 000-622

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* SEPTEMBER *A.D.* 2026 .

Authentication #: 2626402898 verifiable until 09/21/2027
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

PLAINTIFF'S EXHIBIT 1

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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.

PLAINTIFF'S EXHIBIT 2

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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 Sonne

FILED DATE: 9/23/2026 9:59 AM 2026L011400

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*

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

Please take notice that pursuant to 12 O.S. § 3230(C)(5) of the Oklahoma Discovery Code, the Plaintiffs Billy and Lacy Hursh will take the deposition upon oral examination of the corporate representative of Accenture Limited Liability Partnership (hereinafter, "Accenture"), by and through its designated representative(s), on the 12th day of October 2026 before an officer authorized to administer oaths by the laws of the State at the following location:

PROFESSIONAL REPORTERS
511 Couch Drive, #100
Oklahoma City, Oklahoma 73102

The deposition shall be recorded by stenographic and videotape means. The deposition(s) will commence at 9:00 a.m., until such deposition(s) are completed. Pursuant to 12 O.S. § 3230(C)(5), Accenture shall designate and produce for deposition one or more officers, directors, managing agents, or other persons who are most knowledgeable and prepared to speak authoritatively on its behalf regarding each of the topics set forth in the attached Exhibit "A" and

PLAINTIFF'S EXHIBIT 3

FILED DATE: 9/23/2026 9:59 AM 2026L011400

Defendant shall also produce the documents and/or other materials identified in the attached Exhibit "B" to counsel for Plaintiffs at said date, time and location. Counsel for Defendant are invited to attend and cross-examine.

DEFINITIONS FOR VIDEO DEPOSITION OF ACCENTURE'S CORPORATE REPRESENTATIVE TAKEN PURSUANT TO 12 O.S. § 3230(C)(5) OF THE OKLAHOMA DISCOVERY CODE ATTATCHED TO AND MADE PART OF THE NOTICE TO TAKE VIDEO DEPOSITION

The following definitions shall apply to the Topics designated herein:

1. "**Action**" means the above-styled and cause numbered litigation.

2. "**Address/Telephone Number**" means both the current business and residential

address and telephone number Person(s) referred to in the specific Discovery Request.

3. "**Agent**" shall collectively mean Mark D. Welty and Mark D. Welty Insurance Agency, Inc. and his/its agents (s), investigator(s), agent(s), or any other representative(s). All information is to be divulged which is in the possession, custody, or control of each individual or corporate party, including all information that is reasonably available to them.

4. "**Claim**" shall collectively mean and refer to all requests for indemnity to State Farm (along with Documents supportive thereof), as described in the Action, arising from the Dwelling and/or Policy.

5. "**Claim File**" shall mean the Documents State Farm keeps and maintains with respect to a claim for indemnity under a policy of insurance coverage, which include (but are not limited to):

   a. Communications between State Farm and insured;

   b. claim diary or log;

FILED DATE: 9/23/2026 9:59 AM 2026L011400

c. witness statements;

d. adjuster's file;

e. field file and/or notes;

f. scope file and/or notes;

g. supervisor's file;

h. settlement summaries

i. internal policies, procedures, and/or manuals State Farm used, referenced, or relied upon in adjusting or paying the claim; and

j. all Documents presented for authority requests or review requests.

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

7. "**CLUE**" shall refer to the Comprehensive Loss Underwriting Exchange.

8. "**Communication(s)**" shall refer to any message sent or received orally, in writing, or via technology (including but not limited to telephone, text or instant messaging system(s), social media platform(s), e-mail(s), and/or facsimile). It shall include any attachments and/or metadata included in said message.

9. **Cost/Benefit Analysis** means any cost/benefit analysis, return-on-investment analysis, financial impact analysis, requests for proposal, return-on-investment analysis, or any other similarly named or synonymous type of documentary analysis that compares the cost of an initiative to the value of its outcome.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

10. "**Custodian(s)**" refers to the Person(s) having possession, custody, or control of the

Document or information requested in the specific Discovery Request.

11. "**Document(s)**" shall have the same meaning assigned to it in 12 O.S. § 3234(A)(1) and shall include (but is not limited to) all materials described in the definition of "**writing**" as set forth herein as well as any form of electronic communication, however generated or stored, such as e-mail, which is capable of being copied. The term "**Document**" includes, but is not limited to the following: every original (and every copy of any original or copy which differs in any way from any original) of every writing of every kind or description, whether handwritten, typed, drawn, sketched, printed or recorded, by any physical, mechanical, or electronic means, including but not limited to accounting records, affidavits, bills, books, calendars, checks, check stubs, contracts, including all policies of insurance and draft policies, diaries, notes, photographs, receipts, reports, tape recordings, tax returns, telephone bills, and all materials within or upon which appear any writing or utterance, whether handwritten, typewritten, printed, transcribed, taped, recorded, filmed, punched, or produced by any other mechanical or electronic system of reproduction, and shall include each Document known to Defendant, its attorneys, and its agents.

12. "**Dwelling**" shall refer to a residence, home, house, dwelling, and/or other structures.

13. "**Employee**" shall refer to all employees, past and present, affiliated in any way with any Defendant.

14. "**Engineering Services**" shall mean any service or creative work, the adequate performance of which requires engineering education, training and experience in

FILED DATE: 9/23/2026 9:59 AM 2026L011400

the application of special knowledge of the mathematical, physical and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning and design of engineering works and systems, planning the engineering use of land and water, teaching of advanced engineering subjects or courses related thereto, engineering research, engineering surveys, engineering studies, and the inspection or review of construction for the purposes of assuring compliance with drawings and specifications; any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, chemical, environmental, hydraulic, pneumatic or thermal nature, insofar as they involve safeguarding life, health or property, and including such other professional services as may be necessary to the design review and integration of a multidiscipline work, planning, progress and completion of any engineering services.

15. "**Indemnity Agreement**" shall mean any contractual agreement under which any Person or entity agrees to compensate You for a loss, or under which You agree to compensate any Person or entity for a loss.

16. "**Party**" shall mean collectively or individually any "**Plaintiff**," "**Defendant**," and/or "**Agent**," as those terms are defined herein.

17. "**Person**" shall refer to any natural person, firm, association, partnership, corporation, or other form of legal business entity.

18. "**Petition**" shall refer the Petition filed in this Action.

19. "**Plaintiff(s)**" or shall refer to the named Plaintiffs in this action.

20. "**Relating to**" a subject shall mean any documents constituting or

FILED DATE: 9/23/2026 9:59 AM 2026L011400

comprising that subject, and any document identifying, referring to, dealing with, commenting upon, describing, summarizing, analyzing, explaining, detailing, outlining, defining, interpreting, or pertaining to that subject.

21. "**Relevant Time Period**" shall mean the time period from 2010 to the date

Discovery Requests are answered or supplemented.

22. "**You**," "**Your**," and "**Yourself**" shall refer to Accenture, as well as:

a. all Persons acting on behalf of or purporting to act on behalf of Accenture (including but not limited to agents, Employees, representatives, attorneys, insurance carriers, experts, and consultants);

b. all Persons acting on behalf of or purporting to act on behalf of any subsidiary of Accenture;

c. all Persons acting on behalf of or purporting to act on behalf of any merged or acquired predecessors, successors, and/or divested facilities, divisions, or subsidiaries of Accenture; and

d. all Persons serving or having served on any governing board of Accenture.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

EXHIBIT A

The matters on which examination of Accenture is requested are itemized below. Accenture must designate persons to testify as to each of the following topics. The designation must be delivered to Plaintiffs prior to the commencement of taking the deposition. *See* 12 O.S. § 3230(C)(5).

1. The full nature, scope, and history of Accenture's engagement(s) with State Farm relating in any way to claims and/or industry standards or benchmarks relating to the same, including but not limited to:

a. Industry standards on wind;

b. Industry standards on hail;

c. Industry standards on water;

d. Industry standards on fire;

e. Industry standards on total roof replacements;

f. Industry standards on partial roof replacements;

g. Outcome-based claim handling;

h. Industry standards on claim payments.

2. The identity, terms, and scope of all contracts, master service agreements, statements of work, engagement letters, and/or purchase orders between Accenture and State Farm.

3. The identity of every Accenture employee, contractor, subcontractor, or agent who performed work, analysis, research, or consulting for State Farm relating to claims industry standards and/or full roof replacement benchmarks, including but not limited to each such person's role and dates of involvement.

4. The methodology, data sources, sample sizes, geographic scope, and time periods Accenture used or relied upon to identify, develop, calculate, or derive any "industry standard," benchmark, or comparable metric relating to wind/hail claims and/or full roof replacement rates.

5. The identity of the insurance carrier(s) or industry sources whose claims data, loss data, or

FILED DATE: 9/23/2026 9:59 AM 2026L011400

claim-handling data Accenture used, analyzed, or relied upon in developing any industry standard or benchmark relating to claims or full roof replacements, including but not limited to how that data was obtained.

6. All reports, analyses, presentations, dashboards, models, and other deliverables Accenture prepared for or provided to State Farm relating to wind/hail claims, full roof replacements, and/or industry standards, including but not limited to the September 10, 2020 Executive Summary PowerPoint and the June 24, 2021 presentation titled "Fire Model Enhancement – Water & Wind/Hail."

7. The process by which Accenture vetted, validated, tested, or otherwise ensured that any industry standard or benchmark it developed, produced, or provided to State Farm was accurate and reflected actual, reliable claims data.

8. Accenture's communications with members of WHMET, including but not limited to Nicole Manduca and Kathy Ress, regarding industry standards, benchmarks, or targets for full roof replacement approval rates or ratios on wind/hail claims.

9. Accenture's role, if any, in recommending, calculating, or setting any target, goal, benchmark, or acceptable percentage or ratio for full roof replacement approvals on wind/hail claims, including but not limited to Accenture's role in defining full roof replacement as State Farm's "biggest bucket of opportunity."

10. Accenture's role, if any, in the development, planning, or execution of the Wind/Hail Initiative "Kick Off" in Dallas, Texas in 2020 and its subsequent rollout or introduction into Oklahoma by December of 2020.

11. Accenture's knowledge and understanding of how State Farm intended to use, implement, or apply any industry standard or benchmark Accenture developed or provided, including whether Accenture knew or understood such standards would be used to evaluate, guide, or restrict individual claim-handling decisions, including but not limited to Accenture employee's participation in the implementation of strategies aimed at reducing total roof replacements and/or claim payments on wind and hail.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

12. Any communications, presentations, or documents in which full roof replacements were characterized, described, or identified as a "bucket of opportunity," a source of potential indemnity savings, or similar characterization, and Accenture's role in creating, contributing to, or receiving such characterizations.

13. Accenture's engagements, work, or consulting for any other property and casualty insurance carrier(s) relating to wind/hail claims, industry standards, benchmarks, or full roof replacement rates.

14. Accenture's professional qualifications, credentials, and subject-matter expertise (including any licensed engineers, roofing consultants, meteorologists, or claims professionals) relied upon in performing the wind/hail industry-standards work for State Farm.

15. The compensation, fees, and billing arrangements between Accenture and State Farm for consulting, research, or analytical work relating to wind/hail claims, full roof replacements, and/or industry standards.

16. Any caveats, limitations, disclaimers, or warnings Accenture communicated to State Farm regarding the appropriate use, scope, or limitations of any industry standard or benchmark it developed, including whether such standards were appropriate for use in adjudicating individual insurance claims.

17. Accenture's document retention, recordkeeping, and email/data retention policies and practices applicable to its engagement(s) with State Farm on wind/hail claims and industry standards, and any destruction or loss of responsive documents.

18. The steps Accenture took to search for, identify, collect, and produce documents in response to the Subpoena Duces Tecum served in this action, including the custodians, systems, and repositories searched and the date ranges applied.

19. The corporate and organizational structure of Accenture LLP and any parent, subsidiary, or affiliated entity that performed, supervised, or had knowledge of the wind/hail industry-standards work for State Farm.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

20. Accenture's actual findings, conclusions, and underlying data regarding wind/hail claims and full roof replacement rates, including any comparison between State Farm's historical claim-handling data and the industry standards or benchmarks Accenture identified.

21. Any internal Accenture quality assurance, peer review, or sign-off process applicable to the industry-standards work product Accenture delivered to State Farm.

22. The complete timeline of Accenture's engagement with State Farm and/or WHMET on wind/hail claims and industry standards, including the dates work began, any renewals or expansions of scope, and the date (if any) the engagement ended.

23. Accenture's actions since learning of State Farm's usage of its industry standards to lower indemnity payments on wind and hail claims.

24. Accenture's knowledge of, and any role in, State Farm's claim-handling policies restricting field adjusters' authority to approve full roof replacements without Team Manager approval while permitting denial of full roof replacements without such approval.

25. Accenture's understanding of, and any communications concerning, the relationship between the industry standards or benchmarks it produced and State Farm's actual claim-payment outcomes, indemnity reduction, or cost-savings on wind/hail claims following implementation of the Scheme.

FILED DATE: 9/23/2026 9:59 AM 2026L011400

EXHIBIT "B"

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

FILED DATE: 9/23/2026 9:59 AM 2026L011400

Respectfully submitted,



Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah E. Whitten, OBA No. 35261
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~and~

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ATTORNEYS FOR PLAINTIFFS

FILED DATE: 9/23/2026 9:59 AM 2026L011400

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of September 2026, the above and foregoing was emailed and/or mailed, by certified mail, return receipt requested to:

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Grant A. Fitz
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(918) 595-4800
(918) 595-4990 (fax)
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-and-

Lance E. Leffel
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(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS

Reggie Whitten

Reggie Whitten

FILED DATE: 9/23/2026 9:59 AM 2026L011400

DOI

Legal Name: STATE FARM FIRE AND CASUALTY COMPANY
Company Type: P&C Domestic Stock
Domicile: Bloomington, Illinois
Parent Company: State Farm Mutual Automobile Ins Co
Status: Active
FEIN: 37-0533080
NAIC Code: 176 25143
Incorporated Date: 6/12/1935

Addresses

Administrative Mailing	Corporate Home
One State Farm Plaza Bloomington, IL 61710	One State Farm Plaza Bloomington, IL 61710

Phone Numbers

Business
(309) 766-2311

PLAINTIFF'S EXHIBIT 4

<-- Back to Search Results

FILED DATE: 9/23/2026 9:59 AM 2026L011400

Hearing Date: 10/1/2026 10:00 AM - 10:05
Location: <<CourtRoomNumber>>
Judge: Calendar, Q

FILED
9/23/2026 11:10 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2026L011400
Calendar, Q
40135326

FILED DATE: 9/23/2026 11:10 AM 2026L011400

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

ACCENTURE LLP, an Illinois limited liability partnership, Petitioner, v. BILLY AND LACY HURSH, Respondents/ Plaintiffs, v. STATE FARM FIRE AND CASUALTY COMPANY; MARK D. WELTY; and MARK D. WELTY INSURANCE AGENCY, INC., Defendants.	)	Case No. 2026-L-011400

NONPARTY PETITIONER ACCENTURE LLP'S MEMORANDUM IN SUPPORT OF ITS MOTION TO QUASH SUBPOENA AND/OR FOR A PROTECTIVE ORDER

Nonparty petitioner Accenture LLP, an Illinois limited liability partnership, by and through its attorneys Katten & Temple, LLP, pursuant to the Uniform Interstate Deposition and Discovery Act 735 ILCS 35/1, *et seq.*, and Supreme Court Rule 201, respectfully submits this memorandum in support of its petition to quash and/or for a protective order with respect to a subpoena duces tecum issued by respondents and plaintiffs in the underlying foreign action pending in Oklahoma state court.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Procedural History

Accenture LLP is an Illinois limited liability partnership. *See* Exhibit 1 hereto (Illinois Secretary of State Certificate of Good Standing for Accenture LLP, dated as of Sept. 21, 2026). Its principal corporate office is located at 500 West Madison, 21st Floor, Chicago, Illinois 60661. *Id.* Accenture's registered agent for service of process is Corporate Creations Network Inc., 1320 Tower Road, Schaumburg, IL 60173. *Id.*

Plaintiffs Billy and Lacy Hursh are plaintiffs in a lawsuit pending against defendants State Farm Fire and Casualty Company, Mark D. Welty and Mark D. Welty Insurance Agency, Inc., in the district court for Oklahoma county in the State of Oklahoma, Case No. CJ-2025-2626. The underlying lawsuit arises out of homeowners' property damage claims made by plaintiffs on their State Farm policy in or about 2024.

Although Accenture is a nonparty and foreign to Oklahoma, plaintiffs' counsel in the underlying lawsuit delivered a copy of a subpoena duces tecum to an office Accenture has in Oklahoma City, Oklahoma, on July 2, 2026. A true and correct copy of the subpoena is attached as Exhibit 2. . Accenture understands there are more than 140 actions brought by more than 30 plaintiffs' firms against State Farm in Oklahoma, alleging similar claims. Each of those actions could potentially involve depositions of Accenture witnesses. It follows that Accenture faces a potential onslaught of time consuming, distracting and expensive nonparty discovery, and not merely a single deposition and document subpoena.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Accenture has attempted informally to resolve the subpoena duces tecum, which includes 11 broad requests for documents from 2018 to present, including documents already in plaintiffs' counsel's possession from the defendant State Farm. Specifically, after plaintiffs' counsel served the subpoena duces tecum on July 2, 2026, Accenture met and conferred with plaintiffs' counsel on July 10, to no avail. Accenture then served its responses and objections to the subpoena on July 17, once again offering to meet and confer concerning each of the document requests in the subpoena. Plaintiffs' counsel did not take Accenture up on its offer and instead filed its motion to compel enforcement of the subpoena without modification on September 10, 2026. The next day, Accenture met with plaintiffs' counsel, again attempting to raise concerns about the scope of the subpoena and the burden imposed by the subpoena. Plaintiffs' counsel again refused to modify the subpoena.

On September 21, 2026, Accenture sent plaintiffs' counsel a lengthy email, explaining (1) Accenture did not have documents responsive to several requests; (2) plaintiffs' counsel should obtain documents for certain requests directly from State Farm, which is in possession of the requested information; and (3) Accenture needed clarification to understand certain requests. Accenture further proposed a revised time period of January 1, 2020, through the end of July 2020, the period of the engagement at issue. Accenture agreed it would consider searching for responsive documents if plaintiffs' counsel explained what it was seeking that it had not already obtained from State Farm or could not obtain from State Farm. To date, Accenture has received no response from plaintiffs' counsel.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Accenture has explained that it does not have any responsive documents for many of the requests in the subpoena. It has also agreed to conduct to search for documents in the relevant time period in 2020, for specific documents that Plaintiffs have not been able to obtain from State Farm. However, Accenture's efforts have been unsuccessful to date as plaintiffs' counsel has refused any compromise, and Accenture therefore petitions this Court for a protective order quashing the subpoena or limiting the scope.

On September 9, 2026, plaintiffs' counsel in the underlying lawsuit mailed to defense counsel a notice of deposition of Accenture's corporate representative who is "most knowledgeable" to testify regarding 25 different topics on October 16, 2026. Ex. 3. The notice of deposition purports to require Accenture to produce a witness to testify concerning these overly broad and irrelevant topics in Oklahoma. Accenture has not been served yet with a subpoena for this deposition, but anticipates issues concerning the overly broad scope of the subpoena and notes that any such deposition should necessarily occur in Chicago, Illinois.

Plaintiffs' counsel in the underlying lawsuit filed a motion to compel with respect to the subpoena duces tecum in the underlying lawsuit in Oklahoma state court. The deadline to file an opposition to that motion is September 25, 2026, and Accenture intends to file an opposition in order to preserve its arguments that the Oklahoma court lacks jurisdiction to compel Accenture to produce documents in response to the nonparty subpoena duces tecum.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Facts

Accenture provides a variety of consulting services to its clients. From approximately April to July 2020 Accenture provided certain consulting services to State Farm Fire and Casualty Company, an Illinois mutual insurance company with its principal place of business in Bloomington, Illinois. Ex. 4, Illinois Dept. of Insurance certificate of registration. Mike Massa, Managing Director of Accenture located in Chicago, Illinois, performed services in connection with Accenture's 2020 engagement for State Farm (the "2020 State Farm Engagement"). The documents relating to those services are located in part in Illinois, and the documents are *not* located in Oklahoma. Mr. Massa is the Accenture employee with the most knowledge of the 2020 State Farm Engagement and thus the person "most knowledgeable," that Plaintiffs apparently intend to seek to testify on behalf of Accenture.

Accenture's Oklahoma office has no documents or personnel relating to Accenture's 2020 State Farm Engagement and was not involved in Accenture's provision of service to State Farm at issue here. The 2020 State Farm Engagement also did not involve Oklahoma property owners' policies or claims.

Because Accenture, as an Illinois company, conducts business activities in Oklahoma, Accenture is properly registered in the State of Oklahoma as a foreign company. Its registered agent in Oklahoma is Corporate Creations Network Inc. Corporate Creations delivers documents received as registered agent to Accenture's principal corporate office in Chicago, Illinois. For example, a subpoena in another

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Oklahoma lawsuit, *Foster v. State Farm Fire and Casualty Company, et al.,* Case No. CJ-2023-1426, Cleveland County District Court, Oklahoma, was delivered to Corporate Creations in Oklahoma, which in turn delivered the subpoena to Accenture in Illinois by sending it to Robert F. Goldman, Accenture LLP, 500 W Madison Street Chicago IL 60661. Ex. 7.

Argument

Legal Standard. It is well established that one state does not have jurisdiction over, or the power to order, a nonparty person or entity located in another state to appear in the first state for discovery or trial. *See, e.g., Deppa v. Abbott Lab'ys, Inc.,* 2025 IL App (1st) 241795, ¶ 46 (there is no compulsory process over nonparties outside Illinois); *Quinn v. Eighth Jud. Dist. Ct. in & for Cnty. of Clark,* 410 P.3d 984, 987–88 (Nev. 2018) (citing cases); *accord Craft v. Chopra,* 907 P.2d 1109, 1111 (Okla. App. Ct. 1995) (Oklahoma state court did not have jurisdiction to enforce subpoena served on nonparty hospital located in Texas even though the hospital had contacts with Oklahoma).

Courts have consistently made clear that even if a foreign corporate entity registered to do business in a state may have sufficient contacts with that state to satisfy due process requirements to exercise jurisdiction over that foreign corporation as a "*party defendant*," that state lacks jurisdiction to compel a nonparty, foreign corporation to produce documents or testify as a "*witness*" in that state. *Craft v. Chopra,* 907 P.2d at 1111 (original emphasis; applying Oklahoma law); *accord In re National Contract Poultry Growers' Ass'n,* 771 So. 2d 466, 469

FILED DATE: 9/23/2026 11:10 AM 2026L011400

(Ala. 2000) ("[t]he underlying concepts of personal jurisdiction and subpoena power are entirely different."); *Phillips Petroleum Co. v. OKC Ltd. Partnership,* 634 So. 2d 1186, 1187 (La. 1994) ("The concepts, and/or underlying purposes, of personal jurisdiction and subpoena power are simply different."); *see also* Ryan W. Scott, *Minimum Contacts, No Dog: Evaluating Personal Jurisdiction for Nonparty Discovery,* 88 Minn. L. Rev. 968, 984 (2004) ("Most states retain strict limits on the reach of the subpoena power, holding that subpoena service cannot reach nonparties found outside the state."). This territorial restriction on state courts' subpoena powers "reflects the traditional concept of states as sovereign powers, exercising plenary jurisdiction within their territories but largely powerless beyond state lines." Scott, *supra,* at 984.

In short, the mere facts of owning property, having a branch office, and having a registered agent as a foreign entity authorized to conduct business in a particular state do not give the state authority over that nonparty foreign entity to compel compliance with a subpoena to testify as a witness or produce documents. *See Craft,* 907 P.2d at 1111; *In re National Contract Poultry Growers' Ass'n,* 771 So. 2d at 469.

The Uniform Interstate Deposition and Discovery Act ("UIDDA"), 735 ILCS 35/1, *et seq.*, recognizes these jurisdictional limits of each state court. Under the UIDDA, a valid subpoena of a nonparty located in Illinois may be obtained from the clerk of the Circuit Court and enforced in Illinois courts. *See* 735 ILCS 35/3, 35/6.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Oklahoma likewise has adopted the UIDDA, codified at 12 Okla. Stat. Ann. § 3251, *et seq.*

Thus, only a subpoena issued by a court where the nonparty is located is valid to be enforced against that nonparty. *See, e.g., Syngenta Crop Protection, Inc. v. Monsanto Co.,* 908 So. 2d 121, 128 (Miss. 2005) (Mississippi court lacked authority to subpoena documents from nonresident nonparty corporations, even if they did business in Mississippi); *supra,* pp. 5-6. And only a court located where a valid subpoena is issued has authority to enforce such a subpoena. *See* 735 ILCS 35/6; *Cascade Builders Corp. v. Rugar,* 2021 IL App (1st) 192410 ¶¶ 12-14; *cf.* 12 Okla. Stat. Ann. § 3235.

I. The Nonparty Subpoena Duces Tecum Should Be Quashed.

A. Service on Accenture's office in Oklahoma was ineffective.

The subpoena duces tecum should be quashed because it was not properly issued and served. Plaintiffs' counsel failed to comply with the UIDDA and service on a branch office in Oklahoma is defective to force Accenture, an Illinois company, to comply with the subpoena. *See Craft v. Chopra,* 907 P.2d at 1111; *supra,* pp. 5-7.

B. Alternatively, the Subpoena Duces Tecum Should Be Quashed Because It Is Not Proportional, It Is Overly Broad and Unduly Burdensome, and It Seeks Information Not Relevant to the Subject Matter of the Action.

Even if the subpoena had been properly served, it should be quashed. Under Illinois law, a nonparty subpoena for documents is issued pursuant to Illinois Supreme Court Rule 204(a)(1), which provides that the subpoena must comply with discovery rules, subject to limitations imposed under Rule 201(c), which permits

FILED DATE: 9/23/2026 11:10 AM 2026L011400

protective orders. Rule 201(c)(1) provides that the trial court "may at any time on its own initiative, or on motion of any party or witness, make a protective order as justice requires, denying, limiting, conditioning, or regulating discover to prevent unreasonable annoyance, expense, embarrassment, disadvantage, or oppression." Rule 201(c)(3) provides: "Proportionality. When making an order under this Section, the court may determine whether the likely burden or expense of the proposed discovery, including electronically stored information, outweighs the likely benefit, taking into account the amount in controversy, the resources of the parties, the importance of the issues in the litigation, and the importance of the requested discovery in resolving the issues."

1. The Subpoena is Not Proportional and Imposes an Undue Burden on Accenture.

Even if the information sought in the subpoena is relevant, which is denied, it need not be produced if the benefits of producing it do not outweigh the burden. Ill. Sup. Ct. R. 201(c)(3); *Burdess v. Cottrell, Inc.,* 2020 IL App (5th) 190279, ¶¶76, 77. In *Burdress,* the appellate court held that the trial court abused its discretion in ordering a nonparty insurer to produce documents without conducting a balancing test on proportionality and found that the burden on the nonparty to collect, review, and produce the requested materials outweighed any anticipated benefit. *See id.* Moreover, when the documents have been produced by a party, the benefit of compelling a nonparty to reproduce the same materials is minimal, while the burden on the nonparty is significant, weighing in favor of quashing or limiting the subpoena.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Here, Accenture's services were performed for a limited period from April to July 2020, but Plaintiffs unreasonably seek production of documents for an 8-year period from 2018 to present. Accenture also performed its services *within State Farm's data systems* and thus State Farm, and not Accenture (a nonparty), is in the best position to produce documents responsive to plaintiffs' requests. Forcing Accenture to collect, search and review documents over an 8-year period would impose a massive burden on Accenture in terms of internal resources and legal fees, all while yielding very little, if any relevant information, that either has already been obtained from State Farm or could more properly be obtained from State Farm, the defendant in the underlying litigation.

2. Alternatively, the Court Should Enter a Protective Order Limiting the Subpoena to a Reasonable Scope.

Trial courts have wide discretion to determine whether and to what extent a protective order is necessary. *Payne v. Hall*, 2013 IL App (1st) 113519, ¶ 12; *Willeford v. Toys 'R' Us-Delaware, Inc.*, 385 Ill. App. 3d 265, 272-73 (5th Dist. 2008). If the subpoena is not quashed entirely, it should be limited to a reasonable scope, proportional to the needs in the underlying lawsuit, without imposing an undue burden on Accenture. Plaintiffs are not entitled to a fishing expedition or to duplicate information already provided by a party.

CONCLUSION

For the foregoing reasons, Accenture LLP respectfully requests that the Court enter a protective order quashing the subpoena duces tecum. Alternatively,

FILED DATE: 9/23/2026 11:10 AM 2026L011400

Accenture LLP requests that the Court enter a protective order limiting the scope to a reasonable scope.

September 23, 2026

Respectfully submitted,

/s/ Nancy A. Temple
One of the Attorneys for Accenture LLP

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Los Angeles, CA 90071-3197

FILED DATE: 9/23/2026 11:10 AM 2026L011400

File Number 000-622

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* SEPTEMBER *A.D.* 2026 .

Authentication #: 2626402898 verifiable until 09/21/2027
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

PLAINTIFF'S EXHIBIT 1

FILED DATE: 9/23/2026 11:10 AM 2026L011400

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.

PLAINTIFF'S EXHIBIT 2

FILED DATE: 9/23/2026 11:10 AM 2026L011400

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
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FILED DATE: 9/23/2026 11:10 AM 2026L011400

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.

FILED DATE: 9/23/2026 11:10 AM 2026L011400

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

FILED DATE: 9/23/2026 11:10 AM 2026L011400

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:

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