

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JOHN ADAIR,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY
COMPANY and TIM CUSTER
INSURANCE AGENCY, INC.,

Defendants.

)
)
)
)
)
)
)
)
)
)
)

Case No. CJ-2023-6121

Hon. Brent Dishman

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

FEB 10 2026

RICK WARREN
COURT CLERK

42

**PLAINTIFF'S OBJECTION AND RESPONSE TO
STATE FARM'S MOTION FOR PARTIAL CONSOLIDATION**

Plaintiff John Adair ("Plaintiff") respectfully submits the following Objection and Response to Defendant State Farm Fire and Casualty Company's ("State Farm") Motion for Partial Consolidation ("Motion"). Not only has State Farm vigorously objected to consolidation of identical matters, but its untimely request is strongly objected to by each individual plaintiff or plaintiffs named in each action, whom have the burden of proof and are the masters of their complaint.

ARGUMENTS AND AUTHORITIES

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

Ironically, the last time Plaintiff's counsel moved for consolidation prior to this case was in CJ-2020-4453, wherein State Farm filed a Response to Plaintiffs' Motion for Consolidation on January 16, 2024 with the following arguments:

Consolidation should be denied because **Plaintiffs have not met – and cannot meet – the burden placed on them to demonstrate that: (1) consolidation will benefit judicial economy without causing delay, undue expense, prejudice, or confusion; and (2) sufficient common questions of law or fact exist, particularly as to the agents sued in each case.**

Consolidation of the cases urged herein is not permitted because the issues are neither identical issues as required by Local Rule 9 nor common as required by 12 O.S. § 2018. But the Court need not even get to that substantive prong of the analysis, because Plaintiffs are not simply asking the Court to combine the causes of action against State Farm, but nine separate causes of action against the agent Defendants arising from entirely different and unique facts. Further, the cases are of varying ages and in different litigation postures governed by different discovery orders. **The disparity among the cases both factually and procedurally negates any perceived efficiency and reveals the delay, confusion, and prejudice to the individual agent Defendants, State Farm, and the judicial system that will result.**

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

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

are not at all about the claim handling for which Plaintiffs pursue institutional discovery from State Farm.

As to the claims against State Farm, the Consolidation Cases involve nine different disputes about whether nine different houses were damaged by nine different weather events and to what degree. **All nine have different dates of loss, ranging from October 6, 2019, in Nida to October 14, 2021, in Kelly, implicating differences in training and claim handling procedures. The nine properties are located across seven towns, nearly half of which are not even in Oklahoma county.** As to Plaintiffs theme that State Farm enforced a scheme for denying hail claims, the hail determinations in Christy, Kelly, and Fletcher were made by third-party inspectors not trained by State Farm or bound by its operational guidelines, and McDow involved an external claims resource adjuster who was also not trained by State Farm. **In addition to the third-party inspectors, more than 20 different State Farm adjusters were involved, meaning training material produced in one case may not be relevant to another. Further, there were 13 different contractors.** Fletcher and Christy involve rental policies rather than homeowner policies. Because the facts specific to each claim vary, the claim decisions also vary: only one claim was denied; State Farm made payments in four cases; and in three cases, although damage was identified, payments were not made because the estimated cost of repairs fell below the total deductible and depreciation.

See Ex. 2, 1/16/2024 SF Resp. to Mot. to Consolidate (emphasis added).

Despite State Farm strongly objecting to consolidation of identical matters two years ago, State Farm now says the same is proper, without distinguishing any of its previous arguments. For the same reasons above, these cases are not proper to consolidate.

STANDARD

Oklahoma law requires a common question of law or fact for consolidation, and due to the differences in discovery sets issued, as well as differences in case needs and nuisances in facts, does not support State Farm's request for consolidation. The absence of a "common question of law or fact" also negates consolidation. 12 O.S. § 2018(C). Indeed, those making the rules for this Court chose to allow consolidation only if the issues are "**identical.**" Oklahoma County R. 9. The questions of law and fact in these cases are neither identical nor common enough to satisfy the prerequisite for consolidation.

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

CASES ARE NOT AT SAME DISCOVERY POSTURE

The cases State Farm seeks to consolidate are not the same. State Farm couches its request at “corporate discovery” only but as the party with the burden of proof who issues discovery, the discovery requests Plaintiff has issued on corporate discovery blends into individual discovery on the agent. For example, Plaintiff is aware that State Farm provides training videos to agency leadership in Oklahoma, and is seeking discovery on what training each captive agent received, where they received it, and what members of their staff received it. While this discovery is aimed at State Farm’s institutional training of its agents, the discovery responses will differ depending on when the agent began working at State Farm and when the loss occurred.

Not only is State Farm’s delay in moving to consolidate these matters confusing, but it appears State Farm is moving to consolidate to prevent further production orders it disagrees with. On January 22, 2026, after the record had ended, Judge Stinson asked counsel for State Farm and Plaintiff about consolidation. Counsel on behalf of State Farm, Ms. Masters, spent several minutes

explaining that these cases are not proper for consolidation because of their individual fact differences and because the captive agent in these cases are different. *See* Ex. 3, Sanders Affidavit. This happened one day before State Farm filed this present Motion. Plaintiff agrees with State Farm's counsel; these cases are not proper for consolidation because they are different and at different stages of litigation.

For example, in *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.), discovery is the furthest along, with the court granting Plaintiff's Motion to Compel on November 25, 2025, and denying State Farm's Motion to Quash five key executives. *See* Ex. 4, 11/25/2025 JE. *Hursh* is the only matter where Plaintiff's counsel has moved for these key witnesses. Furthermore, Judge Palumbo has ordered State Farm in *Hursh* to produce key documents seven days from February 6, 2026. *See* Ex. 5, Hursh Minute Order. Furthermore, the Oklahoma Attorney General has entered a Petition for Intervention into the *Hursh* case, and the Oklahoma Insurance Commissioner has given the Oklahoma Attorney General regulatory powers under Title 36 solely

for the Hursh matter.¹ See Ex. 6, AG Pet. for Intervention. See also Ex. 7, Mulready Letter.

The Honorable Gentner Drummond
Attorney General of Oklahoma
313 N.E. 21st St.
Oklahoma City, OK 73105

Dear Attorney General Drummond:

I share your vision of doing anything we can within our authority to reduce Oklahoma homeowners' premiums and ensuring their rights and interests are protected. To this end, I request that you, as Oklahoma's chief legal officer, partner with my office to continue your investigation, intervention and prosecution in *Hursh v. State Farm, et al.*, CJ-25-2626 in the District Court of Oklahoma County, as well as any appeals or writs related to that action. I look forward to hearing from you and advancing our collaborative work in the best interests of the people of Oklahoma. Please ensure your office communicates with my office before adding my name or the Oklahoma Insurance Department to this case as a party.

Each of our offices is vested with separate regulatory powers and authority to protect and advance the interests of Oklahomans. Together, we must invoke our individual constitutional and statutory authority to protect Oklahoma insurance consumers and enforce the Oklahoma Insurance Code under title 36 of the Oklahoma Statutes, as well as the Oklahoma Consumer Protection Act, 15 O.S. §§ 751–764.1, and the Oklahoma Antitrust Reform Act, 79 O.S. §§ 201–212. See e.g., Okla. Const. art. VI, §§ 1, 22-23; 36 O.S. §§ 305, 307, 322-323, 332; 74 O.S. § 18b. My office stands ready to collaborate and engage with your office on future efforts to redress and prevent unfair trade and claims handling practices by homeowner's insurance companies in Oklahoma.

In contrast, *Young v. State Farm, et al.*, Case No. CJ-2025-117 (Okla. Cnty. Dist. Ct.) was just remanded from the Western District of Oklahoma and initial discovery has just been served. Not all cases have the same set of discovery issued to State Farm: for example, the discovery set issued in this matter differs in substance from the set issued in *Pruitt v. State Farm, et al.*, Case No. CJ-2024-7828 (Okla. Cnty. Dist. Ct.).

¹ Due to the unique issues of the *Hursh* matter with the Attorney General, Plaintiff's counsel has asked Judge Palumbo to carve out the *Hursh* matter, to the extent this Court grants consolidation over his objection. Furthermore, Plaintiff suspects the timing of this motion for consolidation, that State Farm only filed this after getting orders it disagrees with from Judge Palumbo, is an attempt to evade production orders in the *Hursh* matter.

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

CAPTIVE AGENT DISCOVERY IS UNIQUE TO EACH CLAIM

The captive agent in these cases is different and deals with captive agents that run agencies all over Oklahoma. The conversations these agents have with each Plaintiff and the promises made to each Plaintiff differ. The dates these Plaintiffs purchased insurance from these agents differ, as well as the underwriting guidelines in effect at each procurement. For example, Plaintiffs are amending their Petition in *Stearns v. State Farm, et al.*, Case No. CJ-2025-1704 (Okla. Cnty. Dist. Ct.), to reflect their claims against the captive agent, Mr. Dennis Chaumont, to reflect the duties Mr. Chaumont owes as a captive agent who inherited the policy.

Furthermore, as of today, this matter is the only case Plaintiff’s counsel has wherein the plaintiff has filed a Corporate Representative Notice against the captive agent, Mr. Custer. *See Ex. 8, Adair 3230(b)(6) Notice*. The Notice has a topic related to training on issues like matching,

because Mr. Custer specifically promised Mr. Adair that the policy would match his deluxe, hail resistant 50-year shingles. Furthermore, in *Black v. State Farm, et al.*, Case No. CJ-2024-7827 (Okla. Cnty. Dist. Ct.), the parties have worked to set up a deposition of the captive agent in that matter, Randall Young, for March 17, 2026. As such, these cases are not proper to consolidate.

CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests this Court enter an Order denying Defendant State Farm Fire and Casualty Company's Motion for Partial Consolidation and for further relief deemed just.

Respectfully submitted,

Hannah Whitten

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah E. Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

WHITTEN BURRAGE

512 N. Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Telephone: (405) 516-7800

Facsimile: (405) 516-7859

rwhitten@whittenburragelaw.com

mburrage@whittenburragelaw.com

bsonne@whittenburragelaw.com

hwhitten@whittenburragelaw.com

jsanders@whittenburragelaw.com

~and~

R. Ryan Deligans, OBA #19793

Andrew M. Gunn, OBA #19470

920 North Harvey

Oklahoma City, OK 73102-2610

Telephone: (405)235-9584

Facsimile: (405)235-0551

rdeligan@dlb.net

agunn@dlb.net

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was served by regular mail this 10th day of February, 2026, upon:

Jerrick L Irby
Margo E. Shipley
Christopher J. Gnaedig
521 East 2nd Street, Suite 1200
Tulsa, Oklahoma 74120
918.594.0400
918.594.0505 (fax)
jirby@hallestill.com

Hannah Whitten
Hannah Whitten