

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

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
April 15, 2026 5:19 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

NEIL and LACY WEST,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-135

JUDGE SHEPERD

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
MOTION FOR ENTRY OF PROTECTIVE ORDER
AND REQUEST FOR EXPEDITED CONSIDERATION**

Pursuant to 12 O.S. § 3226(C), Defendant State Farm Fire & Casualty Company ("State Farm") respectfully requests that the Court enter the protective order attached as Exhibit 1 (the "Proposed PO") **on an expedited basis** to govern the disclosure of proprietary, confidential, and trade secret information elicited or produced in this case. While the parties have referenced the need to enter a protective order to govern the discovery of confidential information in this case for some time, the Court's order requiring the deposition of Nicole Manduca to occur on or before May 8, 2026 brings that issue to the forefront. It is apparent from the parties' extensive briefing and discussions to date that counsel for Plaintiffs intends to question Ms. Manduca about operational, financial, and claims data that will reveal private, competitively sensitive information of State Farm and non-parties. A mechanism for designating as "confidential" those parts of the deposition—including the corresponding exhibits that Plaintiffs' counsel will invariably introduce—must therefore be in place *before* Ms. Manduca's deposition. A protective order is also necessary to safeguard the sensitive documents that State Farm agreed to produce months ago, including operational guides, performance reviews, quality plans and similar documents, as well as any documents Plaintiffs requested in their Motion to Compel that the Court orders State Farm

to produce (*see* chart attached to State Farm's response to Plaintiffs' Motion to Compel).

Plaintiffs do not dispute that good cause exists to enter a protective order. Rather, they seek to enter a proposed order that lacks important protections contained in generally accepted protective orders, including a return-or-destroy provision. These provisions are a fundamental element of protective orders, appear in model orders across jurisdictions, including Oklahoma, and do nothing to interfere with these Plaintiffs' ability to fully and completely litigate their case, which is the operative criteria. Indeed, the refusal to return or destroy documents serves no purpose other than to benefit Plaintiffs' *counsel* in a manner at odds with the Oklahoma Discovery Code. Other unconventional provisions in Plaintiffs' anticipated protective order suffer from the same defect and use vague, undefined language that will inevitably lead to disputes about what is or is not encompassed within those provisions. In contrast, the Proposed PO contains standard provisions, including the necessary return-or-destroy provision. Thus, State Farm respectfully requests that the Court reject Plaintiffs' proposal and enter State Farm's Proposed PO before depositions begin.

FACTUAL BACKGROUND

This action arises out of a dispute as to whether the roof of Plaintiffs' house was a total loss due to storm damage under their insurance policy with State Farm, with an alleged contract amount of \$51,696.31. There is no dispute on the basic premise that a protective order should be entered. Rather the dispute is over the inclusion or exclusion of certain provisions.

Entry of a protective order is time sensitive due to the Court's order that Ms. Manduca appear for a deposition on or before May 8, because anticipated questions Plaintiffs' counsel will ask Ms. Manduca—a State Farm Claim Manager responsible for evaluating sensitive business information—will likely elicit responses with confidential information. Moreover, while State

Farm objected to, and continues to object to, the overbreadth of Plaintiffs' discovery requests¹—which include 44 document requests and 30 interrogatories—State Farm has agreed to produce a substantial number of documents upon entry of a protective order, including:

- Estimatics and Claim Handling Practices (the “ECHP documents”), which are the collection of operational guidelines, state specific materials and storm information and data relevant to adjusting claims from the storm aligned with Plaintiffs' date of loss;
- Training transcripts for the personnel who adjusted Plaintiffs' claims, with the agreement that State Farm will then produce the relevant training materials Plaintiffs identify from those transcripts that relate to the wind/hail determination at issue;
- Operational Guide 75-160 which contains the guidelines applied to wind/hail determinations, including the guidelines that grew out of the Fire Model Enhancement about which Plaintiffs seek expansive discovery;
- The Fire Property Claims Quality Plan in effect on the date of loss (and as a compromise, plans from 2021 to the date of loss); and
- Other categories of information as agreed or as ordered by the Court.

In addition to these documents, disputed production of other confidential documents is pending on a Motion to Compel before this Court. Taken together, Plaintiffs' broad written discovery requests and requested testimony from Ms. Manduca seek a vast amount of confidential, proprietary information of State Farm encompassing at least 15 years of materials regarding, *inter alia*, the operations of State Farm's entire Property and Casualty department; its protocols, studies, and programs into how to improve claim handling; and its nationwide use of engineering services on property claims, among many other categories of documents.

Due to the proprietary nature of this information and the accompanying need for a protective order, State Farm attached the Proposed PO to the discovery responses it served on

¹ On September 29, 2025, State Farm responded to Plaintiffs' first set of discovery requests and simultaneously produced 964 pages of documents to Plaintiffs including Plaintiffs' Policy, claim file, and basic underwriting information. Because State Farm does not consider this information to be proprietary or confidential in relation to Plaintiffs' own information in this case, State Farm produced this information without requiring a protective order.

September 29, 2025 for Plaintiffs to review and consider. Instead of suggesting edits to or conferring about State Farm's Proposed PO, Plaintiffs' counsel maintains that the Court should enter the protective order that Oklahoma County Judge Amy Palumbo entered, over State Farm's objection, in a different case.

Unlike the Proposed PO, which includes standard provisions that courts across jurisdictions regularly enter, Plaintiffs' proposed order disregards the purpose of 12 O.S. § 3226(C) by predetermining that certain information courts routinely hold is confidential and subject to a protective order is not confidential and by omitting a provision requiring the parties to destroy confidential information at the conclusion of the litigation.² Moreover, in failing to take any action on the Proposed PO for seven months—and failing to provide a reasonable alternative that comports with Oklahoma law—Plaintiffs both gated their own stated desire to have the documents State Farm agreed to produce upon entry of a protective order months ago and created the current time sensitivity surrounding Ms. Manduca's deposition. Thus, State Farm respectfully requests that the Court enter its Proposed PO before the deposition of Ms. Manduca.

² State Farm also has concerns about Paragraph 7 of the Order Plaintiffs have referenced, which states: "[t]his Protective Order is not intended to preclude use or disclosure of any document, deposition transcript or information which is in the public domain, [sic] which has been provided to a party, his/her/its attorneys or experts, by a source independent of the designating party or his/her/its attorney." Under one reading of Paragraph 7, if an attorney in another case against State Farm provides State Farm materials produced in that other case to Plaintiffs' counsel, Plaintiffs' counsel would be able to use and disclose those materials into the public record here—even if the other attorney violated the PO in the other case by providing them to Plaintiffs' counsel—simply because they were provided to Plaintiffs' counsel by a "source independent of the designating party [State Farm]." Under such circumstances, there is no question that Paragraph 7 is simply a different version of the sharing provisions that are heavily disfavored both in Oklahoma and around the country. State Farm has similar concerns about Paragraph 5(g), which allows disclosure to "any other Court or Judiciary with jurisdiction over this action." To the extent Plaintiffs intend this to mean any court or judiciary that *could* have jurisdiction, rather than one actually exercising jurisdiction, that would also be considered a sharing provision generally rejected by the Courts.

ARGUMENT AND AUTHORITIES

I. Oklahoma Law Empowers Courts to Enter Protective Orders Governing the Exchange of Confidential Information, Including Claim Handling Materials.

Oklahoma law expressly empowers courts to enter protective orders regarding the use of confidential information produced during discovery. Section 3226(C) of the Oklahoma Discovery Code—which mirrors its federal counterpart under Rule 26(c)³—permits the Court to enter “any order which justice requires to protect a party from . . . annoyance, harassment, embarrassment, oppression or undue delay, burden or expense including . . . *that a trade secret or other confidential research, development or commercial information not be disclosed or be disclosed only in a designated way.*” 12 O.S. § 3226(C)(1)(g) (emphasis added); see *Farrimond v. State ex rel. Fisher*, 2000 OK 52, ¶ 21, 8 P.3d 872, 876–77 (“Section 3226(C) of the Discovery Code vests the court with discretion to enter appropriate protective orders to protect the confidentiality of discovered information in appropriate circumstances”).⁴ As courts routinely recognize, protective orders play a critical role of protecting the confidentiality and privacy interests of parties while simultaneously facilitating the efficient exchange of information. See *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 34–35 (1984) (“[I]t is necessary for the trial court to have the authority to issue protective orders” because “the liberality of pretrial discovery [has] . . . significant potential for abuse [and] . . . may seriously implicate privacy interests of litigants and third parties.”); *United Nuclear Corp. v.*

³ “Section[] 3226 . . . [has its] conceptual origins in [its] counterpart[] found in the Federal Rules of Civil Procedure, Rule 26” *State ex rel. Okla. State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶ 79, 489 P.3d 36, 64.

⁴ See also *YWCA of Oklahoma City v. Melson*, 1997 OK 81, ¶ 25 n.41, 944 P.2d 304, 310, 311 n.41; *Barnes v. United States*, No. 12-CV-282, 2013 WL 4507596, at *1 (N.D. Okla. Aug. 22, 2013) (indicating that protection under Fed. R. Civ. P. 26(c) “may include protection of trade secret, or other confidential research, development, or commercial information”); *Integrated Dentistry, P.A. v. Integrative Dental Specialists, PLLC*, No. 5:19-CV-05090, 2020 WL 488286, at *1 (W.D. Ark. Jan. 30, 2020) (“Confidential commercial information falls squarely within the ambit” of Rule 26).

Cranford Ins. Co., 905 F.2d 1424, 1427 (10th Cir. 1990) (“No doubt [protective orders] make[] the discovery process in a particular case operate more efficiently; the assurance of confidentiality may encourage disclosures that otherwise would be resisted.”); *S.E.C. v. Merrill Scott & Assocs., Ltd.*, 600 F.3d 1262, 1272 (10th Cir. 2010) (“Protective orders serve the vital function of ‘secur[ing] the just, speedy, and inexpensive determination of civil disputes by encouraging full disclosure of all evidence that might conceivably be relevant.’”).

The standard for entry of a protective order is “good cause.” 12 O.S. § 3226(C). For the order being sought, only a “threshold showing of good cause to believe that discovery will involve confidential or protected information” is required, which “may be done on a generalized as opposed to a document-by-document basis.” *Gillard v. Boulder Valley School Dist. Re.-2*, 196 F.R.D. 382, 386 (D. Colo. 2000) (cleaned up).⁵ A document-by-document showing is not necessary to keep materials exchanged in discovery confidential because there is no public right to access such documents exchanged between private litigants. *See Good v. Farmers Ins. Co.*, 2023 OK CIV APP 28, ¶ 16, 536 P.3d 961, 971, *reh’g denied* (Mar. 13, 2023) (“Discovery documents produced in private litigation are not public records”); *S2 Automation LLC v. Micron Technology, Inc.*, 283 F.R.D. 671, at 683 (D.N.M., 2012) (“The toll on the [] court system’s docket would indeed be severe if district courts had to review, on a document-by-document basis, materials to determine whether they were confidential each time one party sought a protective order.”). Indeed, “[w]hen directed solely at discovery materials, protective orders are not subject to the high level of scrutiny required by the Constitution to justify prior restraints; rather, courts

⁵ *See also Siegel v. Blue Giant Equip., LLC*, No. 15-CV-143, 2015 WL 7272216, at *2 (N.D. Okla. Nov. 17, 2015), *aff’d sub nom. Siegel v. Blue Giant Equip. Corp.*, 793 F. App’x 737 (10th Cir. 2019) (to demonstrate good cause for a protective order, a party “must demonstrate that the information sought constitutes a trade secret, or other confidential research, development, or commercial information and then demonstrate that its disclosure might be harmful”).

have broad discretion at the discovery stage to decide when a protective order is appropriate and *what degree of protection is required.*” The Sedona Conference, *The Sedona Guidelines: Best Practices Addressing Protective Orders, Confidentiality & Public Access*, 8 Sedona Conf. J. 141, 147 (2007) (emphasis added); *see also Rohrbough v. Harris*, 549 F.3d 1313, 1321 (10th Cir. 2008) (“The ‘good cause’ standard of Rule 26(c) is ‘highly flexible, having been designed to accommodate all relevant interests as they arise.’”) (quoting *United States v. Microsoft Corp.*, 165 F.3d 952, 959 (D.C. Cir. 1999)).

II. Plaintiffs Do Not Dispute that Good Cause Exists.

In proposing their own protective order, Plaintiffs do not dispute that good cause exists for a protective order restricting the use of confidential information exchanged in discovery, recognizing potential harm to State Farm’s competitive position if its trade secrets and confidential information were available to competitors. Indeed, courts across jurisdictions—including in cases involving State Farm—have extended protections to the types of information Plaintiffs have requested here. *See, e.g., Moses Enters., LLC v. Lexington Ins. Co.*, No. 3:19-CV-00477, 2020 WL 7634165, at *3–4 (S.D.W. Va. Dec. 22, 2020) (finding that AIG’s insurance claims manuals were entitled to confidential treatment because “they provide very detailed, specific step-by-step instructions that AIG has developed regarding its property and casualty insurance claims”); *Roberts v. State Farm Mut. Auto. Ins. Co.*, No. 19-CV-00319, 2019 WL 13201536, at *1–2 (D. Colo. Oct. 28, 2019) (amending protective order to allow State Farm to designate training and resource materials as confidential); *Hamilton v. State Farm Mut. Auto. Ins. Co.*, 204 F.R.D. 420, 423 (S.D. Ind. 2001) (finding State Farm’s claims handling policies, practices and procedures to constitute trade secrets or otherwise confidential and proprietary information and issuing

protective order governing their disclosure); *Adams v. Allstate Ins. Co.*, 189 F.R.D. 331 (E.D. Pa. 1999) (issuing protective order limiting use of claims handling material to that action).

These courts recognize that such information may contain trade secrets or other proprietary information that, if disclosed outside the instant litigation, may result in competitive injury. *See, e.g., Ortiz v. United Parcel Serv., Inc.*, No. 17-CV-01202, 2018 WL 11237901, at *2–3 (D. Colo. Oct. 29, 2018) (finding that internal manuals were entitled to protection because defendant “would lose its competitive advantage if these manuals were publicly available—its competitors could replicate UPS’s methods and procedures, which it expended significant time and financial resources to develop.”); *Jones v. Nationwide Ins. Co.*, No. 3:98-CV-2108, 2000 WL 1231402 (M.D. Pa. July 20, 2000) (ordering that “all [produced] documentation, including all company policies and all claims manuals, are to be kept confidential, for the eyes of plaintiff’s counsel only”); *Toy v. State Farm Fire & Cas. Co.*, No. CV 23-4095, 2025 WL 1179459, at *4 (E.D. La. Apr. 23, 2025) (finding that “State Farm ha[d] established good cause for issuance of [a] protective order treating its claims handling policies, procedures and methodologies as confidential and limiting the[ir] use and disclosure . . . to purposes of this litigation”).

III. To Safeguard Confidential Information, a Protective Order Is Necessary Before Depositions Begin.

The Court should enter the Proposed PO before any depositions are taken to safeguard the confidential information of both State Farm and non-parties. Oklahoma courts regularly enter protective orders before depositions begin to encourage open testimony, ensure orderly handling of confidential information, and prevent unnecessary public disclosure. *See, e.g.,* 12 O.S. § 3226(C); *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 33 (1984) (“pretrial depositions . . . are not public components of a civil trial. Such proceedings were not open to the public at common law.”); *State ex rel. Okla. State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, ¶ 81,

489 P.3d 36, 66 (“a protective order is for a purpose to encourage the full disclosure of evidence not yet disclosed”); *Am. Friends Serv. Comm. v. City & Cnty. of Denver*, No. CV 02-N-740 (CBS), 2004 WL 7334020, at *3 (D. Colo. Feb. 19, 2004) (“protective order[s] permit[] litigants to provide full disclosure of relevant information without fear of subsequent dissemination to non-parties and without the expense and delays associated with discovery disputes concerning specific information or documents”).

This is unsurprising, because protective orders are necessary to provide the mechanisms for designating deposition testimony and exhibits confidential. *See, e.g., S2 Automation LLC v. Micron Technology, Inc.*, 283 F.R.D. 671, at 682 (D.N.M., 2012) (“Without the proper procedures in place in this litigation, particularly given that . . . trade secrets may be lost if a party does not take precautions to protect them, the Court recognizes that not having a protective order in place could compromise [Defendant’s] commercial position and legal rights. It is much easier to address this situation preemptively, which is the underlying purpose of protective orders, rather than after [Defendant] has suffered harm. The scope of discovery is broad, and, given that broad scope, it is sometimes necessary to have a protective order to reduce the risk that sensitive information . . . remains confidential.”).

Here, the Proposed PO is necessary and time sensitive due to the ordered deposition of Ms. Manduca. Based on arguments of Plaintiffs’ counsel in briefing, Ms. Manduca’s testimony will almost certainly include internal business practices, claims handling guidelines and data, vendor relationships, and other non-public information that State Farm diligently protects from public disclosure. Indeed, the entire basis for deposing Ms. Manduca centers on her alleged involvement with the FME work—an internal quality initiative that was part of State Farm’s non-public business operations. Absent a protective order, State Farm faces a significant risk that all such

information about which Ms. Manduca testifies will be misused or disseminated beyond its proper scope, to State Farm's irreparable detriment. Moreover, based on their conduct in previous depositions, Plaintiffs' counsel may (improperly) attempt to ask Ms. Manduca questions about confidential deposition exhibits or testimony from other cases.

A pre-deposition protective order is also necessary to safeguard *non-parties'* confidential, proprietary, and sensitive business information, which is entitled to equal, if not greater, protection. *See, e.g., McDonald v. Holder*, No. 09-CV-0573-CVE-TLW, 2010 WL 4362821, at *6 (N.D. Okla. Oct. 26, 2010) (finding that "the Court must take appropriate steps to protect the privacy interests of third parties to this litigation" and requiring reassessment of the entered protective order where "it is not clear if the protective order adequately protects the privacy interest of third parties."); *Am. Friends*, 2004 WL 7334020, at *10–11 (finding that non-parties' privacy interests warranted greater protection). Plaintiffs' broad discovery requests in this case implicate non-party information concerning State Farm insureds besides Plaintiffs, as well as State Farm vendors. As such, there is a significant risk of irreparable harm to non-parties through public disclosure or misuse if depositions proceed without a protective order in place as State Farm fully expects that Plaintiffs will discuss these topics during Ms. Manduca's deposition.

Moreover, the risks to State Farm and non-parties are not merely theoretical. On the contrary, Plaintiffs' counsel has demonstrated a pattern of using deposition testimony in unrelated litigation, including in public filings, by attaching the transcripts as exhibits, referencing deposition testimony verbatim in motions, and reading from transcripts in open court. For example, Plaintiffs' Motion to Compel in this matter directly and repeatedly referenced deposition testimony from other matters, including testimony from Ms. Manduca, Richard Hsiung, Kenneth Kwok, and Tom Moss. December 17, 2025 Motion to Compel at 4–6, 8–10, 12–14. Consequently, unless the Court

enters the Proposed PO, State Farm’s witnesses will be placed in the untenable position of needing to choose between testifying fully and safeguarding confidential information. Clear, up-front procedures for designating confidential testimony and exhibits—such as those in the Proposed PO—will therefore reduce unnecessary disputes, minimize deposition interruptions, and lessen the need for court intervention. Thus, the Court should follow the footsteps of countless other courts and enter the Proposed PO before depositions begin.

IV. Plaintiffs’ Proposed Order Includes Unconventional Provisions Intended Solely to Assist Their Counsel in Unrelated Future Litigation

The parties agree that a protective order is warranted and have both proposed protective orders, disagreeing only on the terms. While Plaintiffs seek inclusion of unconventional provisions that will assist *their counsel*, not in this case, but in future litigation against State Farm that does not involve Plaintiffs, State Farm seeks a standard protective order that aligns with the weight of Oklahoma authority.

A. Plaintiffs’ Unconventional “Trade Secret” Limitation Is an Unnecessary and Impermissible Attempt to Aid Plaintiffs’ Counsel in Future Unrelated Litigation.

Plaintiffs’ protective order adopted from the *Hursh* case before Judge Palumbo seek to preemptively deem a large swath of information counsel has requested from State Farm *not confidential*, by excluding from the term “trade secret” “*any aspects of the handling of Plaintiffs’ claim as first-party insureds*, including but not limited to attempts to lower indemnity payments on Plaintiffs’ claim, including the total roof replacement requested, and anything regarding denying or partially denying Plaintiffs’ claim.” See Plaintiffs’ Proposed Protective Order, ¶ 3(a)(ii), Ex. 2 (emphasis added).⁶ This paragraph is entirely ambiguous and certain to create

⁶ Plaintiffs have not customized a Protective Order for this case but rather handed a copy of the Hursh Protective Order to the Court at the April 10 hearing on the Motion to Compel. State Farm is attaching the Protective Order exactly as it was presented at the hearing.

unending disputes in interpretation. To the extent Plaintiffs are limiting this provision to State Farm's decision on their claim, it is unnecessary; State Farm has already produced the entire policy and claim file without a confidential designation. To the extent Plaintiffs interpret it more broadly—e.g., encompassing information such as State Farm's training materials, claim handling guidelines, claim team members' personnel files, internal operations and processes, protocols, studies, and programs into how to improve claim handling—the paragraph impermissibly ignores the fact that (1) State Farm and the industry undeniably consider this information confidential, proprietary, and trade secret and (2) courts routinely agree with the industry and protect such information from disclosure. *See, e.g., Deer Creek Water Corp. v. Okla. City*, No. CIV-19-1116-SLP, 2020 WL 12617254, at *1 (W.D. Okla. July 17, 2020) ("It is apparent that some of the materials to be produced . . . are proprietary, trade secret, and/or contain confidential information. The only true question for the Court is what the terms of the protective order should be."); *Fullbright v. State Farm Mut. Auto. Ins. Co.*, No. CIV-09-297-D, 2010 WL 300436, at *2 (W.D. Okla. Jan. 20, 2010) (noting "[p]ersonnel files are regarded as private and contain material which employees regard as confidential, and a court must be cautious in ordering their disclosure," and requiring production only of limited information, and only subject to a protective order).

Indeed, it is telling that Plaintiffs' counsel have not previously questioned the confidential nature of such information. Consequently, it is more likely that the request for the Court to preemptively and categorically deem such information nonconfidential is motivated by Plaintiffs' counsel's effort to manage the more than 600 claims on which they represent State Farm insureds (approximately 125 of which have actually been filed)—and the desire for a library of documents to use in all cases without the obligation to establish relevance of their wide-ranging, invasive discovery in each case, despite their differences—than any legitimate concern in *Plaintiffs' case*.

If State Farm produces information designated confidential that Plaintiffs believe does not merit that designation, Plaintiffs can avail themselves of the standard procedure for challenging designations set forth in Section IV of the Proposed PO. Pursuant to this procedure, if Plaintiffs “take issue with any ‘Confidential’ designation,” they can provide notice of their disagreement to State Farm who must respond in writing. Proposed PO, § IV, ¶ 8. The parties then have 15 days to meet and confer to attempt to resolve the dispute over the designation. *Id.* at ¶ 9. If they are unable to resolve the dispute, either party may move for a determination by the Court as to the appropriateness of the designation. *Id.* at ¶ 10. Critically, State Farm maintains and does not shy away from the burden of establishing confidentiality. *Id.* at ¶ 11.

B. Plaintiffs’ Omission of a Necessary Return-or-Destroy Provision Similarly Serves No Purpose Other Than to Assist Plaintiffs’ Counsel in Future Unrelated Litigation.

Plaintiffs’ protective order omits a return-or-destroy provision, which State Farm has proposed in ¶ 30 of the Proposed PO. This omission undermines the very purpose of protective orders by eliminating one of the key protections by which discovery produced in one case is excluded from unjustified use in other unrelated cases.⁷ As courts have recognized, the use of confidential documents produced in one litigation in other unrelated cases increases the risk of introducing those documents to the public domain (either inadvertently or purposefully) without first ensuring that appropriate confidentiality protections are put in place in each case in which they are subsequently used. *See, e.g., Massachusetts v. Mylan Lab’ys, Inc.*, 246 F.R.D. 87, 91 (D. Mass. 2007) (“[S]uch broad disclosure would eviscerate the effectiveness of the protective

⁷ Plaintiffs’ protective order also omits other provisions critical to the use of confidential information in litigation. These include, among others, provisions for handling information mis-designated by a party (Proposed PO, § IV) and subpoenas seeking the disclosure of information produced in this litigation designated confidential (*id.*, § XIV). State Farm’s Proposed PO is more comprehensive because it includes these and similar provisions that are considered standard practices in cases like this one, which involve large volumes of confidential commercial and proprietary information.

order.”). Moreover, prohibiting use of confidential information outside the instant litigation by requiring the return or destruction of discovery materials aligns with protective orders that courts across Oklahoma routinely enter,⁸ as well as their routine rejection of provisions that place “unilateral decision making with plaintiff’s counsel, eliminate[] the opportunity for defendants to weigh in, and remove[] control from the court.” *Butler v. Daimler Trucks N. Am. LLC*, No. 19-2377-JAR, 2020 WL 128052, at *3 (D. Kan. Jan. 10, 2020); *see also Sparks v. State Farm*, No. CJ-2024-56 (Grady County, Jan. 22, 2026) (rejecting the plaintiffs’ proposed sharing provision and entering State Farm’s protective order in full, including provisions that: (1) limit the use of confidential information to “prosecution or defense of [that] action”; and (2) require the return or destruction of materials within 30 days of final resolution); *Ross v. U. of Tulsa*, 225 F. Supp. 3d 1254, 1261–62 (N.D. Okla. 2016) (enforcing protective order that limited use of documents and information exchanged in discovery to the litigation); *Chancellor v. Lamplight Forms, Inc.*, No. 14-CV-157-JHP-PJC, 2015 WL 7252815, at *2 (N.D. Okla. Jan. 26, 2015) (same).

Indeed, any protective order that allows Plaintiffs’ counsel to use confidential discovery materials for purposes other than this litigation or retain discovery materials indefinitely without limitations would circumvent this relevance requirement by allowing Plaintiffs’ counsel to determine for themselves to whom and under what circumstances State Farm’s confidential documents will be provided.⁹ This is not only improper, but unnecessary. The purpose of a protective order is not to arm counsel with confidential and proprietary evidence to use on behalf of other clients in other, unrelated cases—it is to protect the producing party while facilitating the

⁸ *See* Section IV.C, *infra*.

⁹ Without express limitations like those in the Proposed PO, indefinite retention merely makes implicit what disfavored sharing provisions make explicit—Plaintiffs’ counsel has free reign to use confidential materials in other cases.

flow of discovery in one, particular case in an effective and confidential manner. To the extent Plaintiffs' counsel later seek the same information on behalf of State Farm insureds in other cases, counsel can "simply . . . go through the appropriate steps to obtain that discovery." *Long v. TRW Vehicle Safety Sys., Inc.*, No. CV-09-2209-PHX-DGC, 2010 WL 1740831, at *1 (D. Ariz. Apr. 29, 2010).

V. State Farm's Proposed Return-or-Destroy Provision Is a Fundamental Provision and Does Not Impede Plaintiffs' Counsels' Ability to Retain Work Product Within Their Files for Case-Related Purposes.

Courts across jurisdictions, including in Oklahoma, regularly find good cause to enter protective orders requiring parties to return, or certify to the destruction of, other parties' confidential information upon the conclusion of litigation. *See, e.g., Taylor v. State Farm Fire & Cas. Co.*, No. CIV-21-15C, 2021 WL 4129471, at *4 (W.D. Okla. Sept. 9, 2021) (ordering the entry of a protective order with a destruction and retention provision in a case involving State Farm's alleged refusal to cover the full amount of the plaintiff's loss); *Nichols v. Chesapeake Operating, LLC*, No. CIV-16-1073-PRW, 2020 WL 354751 (W.D. Okla. Jan. 21, 2020) (ordering that a protective order requiring return and destruction of documents continue after the plaintiff's voluntary dismissal of the case); *Humphries v. Barber*, No. 4:20-CV-00064, 2022 WL 3107914, at *4 (M.D. Pa. Aug. 4, 2022) (entering protective order over plaintiff's objections, including return-or-destroy requirement and requirement that witnesses and third-parties agree to maintain confidentiality). This requirement encompasses not only information in the possession of counsel of record, but confidential information a party or its counsel provided to other individuals pursuant to the protective order. *Poliquin v. Garden Way, Inc.*, 154 F.R.D. 29, 32-33 (D. Me. 1994) (ordering party to retrieve and destroy materials provided to third parties and rejecting interpretation of protective order to allow sharing of information with third parties for use in other litigation); *Rhodes v. Pfeiffer*, No. CV 14-7687-JGB (KK), 2017 WL 11048475, at *5 (C.D. Cal.

Sept. 12, 2017) (“[E]ven minimal privacy concerns will outweigh Petitioner’s need to retain the personnel files after the conclusion of this case and all appeals . . .”).

State Farm’s proposed return-or-destroy provision tracks what these and other courts have deemed necessary to protect the confidentiality of materials exchanged in discovery in this case. Indeed, the routine entry of return-or-destroy provisions is unsurprising; absent a return-or-destroy provision, “the court would be abdicating its role in approving future discovery (as well as potentially usurping a collateral court’s role in managing discovery in a collateral case).” *Bertetto v. Eon Labs, Inc.*, No. 06-1136 JCH/ACT, 2008 WL 2522571, at *2 (D.N.M. May 29, 2008). As courts in the Tenth Circuit recognize, potential future collateral litigants have “no right to obtain discovery materials that are privileged or otherwise immune from eventual involuntary discovery in the collateral litigation.” *United Nuclear Corp*, 905 F.2d at 1428 (citation omitted). “[Q]uestions of the discoverability in the [collateral] litigation of the materials discovered in [this] litigation are, of course, for the [collateral] courts.” *Id.* (quoting *Superior Oil Co. v. American Petrofina Co.*, 785 F.2d 130, 130 (5th Cir. 1986)).

Moreover, State Farm’s proposed return-or-destroy provision does not impede Plaintiffs’ counsel’s ability to maintain a record of the case sufficient for case-related purposes. On the contrary, the Proposed PO addresses any such concern by allowing Plaintiffs’ counsel to retain counsel’s work product and attorney-client communications—even if they contain or reflect confidential information—as long as materials are marked confidential and not used in other cases:

As to those materials that contain or reflect Confidential information, but that constitute or reflect counsel’s work product and/or attorney-client communications, counsel of record for the Parties shall be entitled to retain such work product and/or attorney-client communications in their files in accordance with the provisions of this Protective Order, so long as it is clearly marked to reflect that it contains information subject to this Protective Order. Such materials may not be used in connection with any other proceeding or action. Counsel shall be entitled to retain pleadings, affidavits, motions, briefs, other papers filed with the Court, transcripts

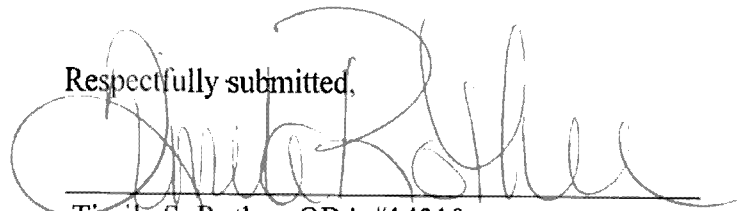
of any deposition testimony and sworn statements of witnesses, together with all exhibits thereto, and the trial record (including exhibits) even if such materials contain Confidential Material, so long as such materials are clearly marked to reflect that they contain information subject to this Protective Order and may not be used in connection with any other proceeding or action.

Proposed PO, § X, ¶ 32, Ex. 1; *see also Stroup v. United Airlines, Inc.*, No. 15-CV-01389-WYD-CBS, 2016 WL 7176717 (D. Colo. Sept. 16, 2016) (explaining why a similar provision is reasonable and strikes an appropriate balance between the parties' interests). As such, Plaintiffs will suffer no prejudice from the Proposed PO's routine return-or-destroy provision, and the Court should have no concerns entering it.

CONCLUSION

For the foregoing reasons, State Farm respectfully requests that the Court enter State Farm's Proposed PO attached as Exhibit 1 before depositions begin. The Proposed PO is necessary to ensure that confidential information used for purposes of discovery and trial of this lawsuit—including information that Plaintiffs do not dispute warrants protection—will not be disseminated beyond those attorneys, parties, and persons working in connection with this lawsuit, or as otherwise permitted by the Court. Furthermore, entry of the Proposed PO in an expedited manner is necessary to ensure that such information is protected at the Court-ordered deposition of Ms. Manduca. As such, good cause exists for entry of the Proposed PO, which will facilitate the goals of the Oklahoma Discovery Code, promoting “the just, speedy, and inexpensive determination of every action.” 12 O.S. § 3225.

Respectfully submitted,



Timila S. Rother, OBA #14310

Paige A. Masters, OBA #31142

Amanda M. Finch, OBA #34650

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**ATTORNEYS FOR DEFENDANT STATE
FARM FIRE AND CASUALTY COMPANY**

CERTIFICATE OF SERVICE

This is to certify that on the ^{4th}15 day of April, 2026, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

Reggie N. Whitten

Michael Burrage

Blake Sonne

Hannah Whitten

John S. Sanders

Jake Denne

WHITTEN BURRAGE

512 North Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Brad W. Burgess

Colby A. Stephenson

BURGESS & HIGHTOWER LAW FIRM

21 NW 4th Street, Suite 201

Lawton, OK 73505

ATTORNEYS FOR PLAINTIFFS

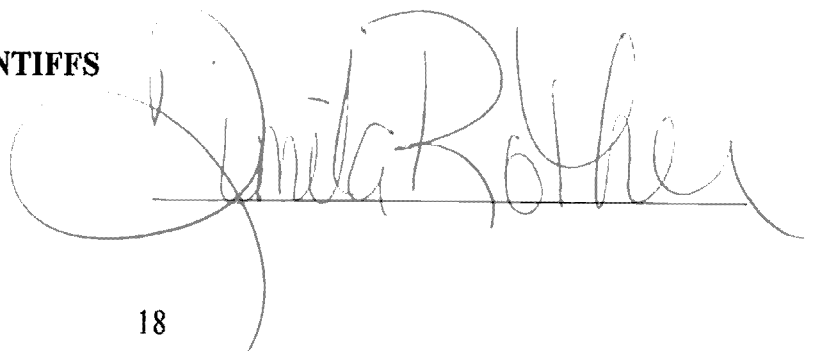


Exhibit 1

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

NEIL and LACY WEST,

Plaintiffs,

vs.

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

Defendants.

Case No. CJ-2025-135

PROTECTIVE ORDER

The Parties have informed the Court that they have reached a compromised form of protective order and submit it to the Court for review and entry. Upon review, the Court finds Plaintiff and Defendants State Farm Fire & Casualty Company (“State Farm”) and Nancy Holcomb Insurance Agency, Inc. (collectively, the “Parties”), are or will be producing potentially relevant Documents, records, and information that may contain Trade Secret; Confidential research, development, or commercial Information; or Personal Confidential Information as defined in Section II. This Protective Order shall govern the production of all such Confidential Documents and Testimony, as defined in Section II, in this case.

Nothing in this Protective Order purports to confer blanket protection on disclosures or responses to discovery that are not entitled to protection under its terms or presumptively entitle either Party to file Confidential Material, as defined in Section II, under seal.

As such, the Court finds good cause that the Parties’ compromised Protective Order should be and hereby is entered.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

I. PURPOSE

1. In order to expedite the flow of discovery material, any party or non-party who (a)

produces Documents in this Action or (b) presents a witness, designee, or representative who proffers Testimony in this Action (the "Producing Party") may designate such Documents or Testimony as "Confidential."

2. The Producing Party shall only designate Documents or Testimony as "Confidential" after determining, in good faith, it constitutes Trade Secret; Confidential research, development, or commercial Information; or Personal Confidential Information as defined in Section II.

3. The Parties acknowledge "Confidential" designations made by a Producing Party are subject to good faith challenge, pursuant to Section IV herein, as to whether the designated Document or Testimony is, in fact, entitled to protection by this Protective Order.

II. DEFINITIONS

4. As used herein, the terms set forth below shall have the following meanings:

- a. **"Action"** means the above-styled and numbered litigation.
- b. **"Confidential Material"** shall refer to Documents or Testimony containing Trade Secret; Confidential research, development, or commercial information; or Personal Confidential Information that the Producing Party has designated or will designate as Confidential in the Action.
- c. **"Confidential research, development, or commercial information"** shall refer to proprietary information the Producing Party maintains in secrecy from third parties and in good faith believes would result in substantial competitive harm, or other commercial harm, if publicly disclosed, including certain underwriting information, claims handling information, financial information, and business strategy information. The following are illustrative of the types of documents containing such information: certain Jurisdictional Resources, Operation Guides, Standard Claim Processes, training materials, third-party claims files, third-party complaints, and communications reflecting such information.
- d. **"Court"** means the Honorable Judge currently assigned to this Action or any other judge to which this Action may be assigned, including Court staff participating in such proceedings.

- e. **“Document(s)”** shall have the same meaning assigned to it in 12 O.S. § 3234(A)(1) and shall include electronically stored information.
- f. **“Information”** means the content of Documents or Testimony, as well as any matter derived therefrom or based thereon.
- g. **“Personal Confidential Information”** shall include a person’s home address, social security number, tax identification number, passwords, telephone number, medical records, confidential financial information, and confidential non-public tax information.
- h. **“Producing Party”** means the Party or non-party that designates Documents, Testimony, or Information as Confidential.
- i. **“Testimony”** means oral or written evidence proffered by a witness, designee, or representative while under oath, affidavit, or deposition.
- j. **“Trade secret”** shall have the same meaning as in 78 O.S. § 86(4).

III. CONFIDENTIAL DESIGNATIONS

5. Documents and testimony may be designated as “Confidential” within the meaning of this Protective Order only in the following ways:

- a. Documents: Each Document or portion of a Document the Producing Party in good faith believes to contain confidential information shall be marked “Confidential.” A Document marked “Confidential” shall be marked as such only in the footer of the Document or in a conspicuous area of any tangible object. In no event shall a “Confidential” designation obscure or otherwise be overlaid on any text of a Document, regardless of the readability of the underlying text of that Document. Additionally, watermarks shall not be utilized in any manner to designate any Document as Confidential. If a Document designated as “Confidential” is produced in native format, the “Confidential” designation and Bates Number shall be included in the file name of the produced Document. For each natively-produced document, the Producing Party shall also produce a corresponding Document in image format, endorsed with the Bates Number and Confidentiality designation, unless the only reasonably useable format is native format. If the only reasonably useable format of a Document is native, the Producing Party will instead produce a corresponding cover page in image format, specifying that the Document has been “produced in native format” and endorsing it with the Bates Number and Confidentiality Designation. Further, the Parties shall avoid, as much as possible, the inclusion of information designated as Confidential in briefs and other captioned Documents filed in court, in order to minimize potential sealing and designating as Confidential Material any such Documents.

- b. Testimony: Portions of deposition transcripts (including exhibits, if any) taken in this matter may be designated by the Producing Party as “Confidential” so long as the Producing Party in good faith believes the Testimony contains Confidential Material. Designations to a deposition transcript can be made by stating on the record that the Producing Party is designating a portion of the deposition transcript (including exhibits, if any) “Confidential” or by advising the court reporter and counsel for all other Parties, in writing, within thirty (30) days of receiving the final deposition transcript from the court reporter, the page(s) and lines of the deposition that the party deems “Confidential.” The entire deposition transcript (including exhibits) shall be treated as Confidential under this Protective Order until the expiration of the above-referenced thirty-day period for designation in writing, except that the deponent may review the transcript of his or her own deposition during this thirty-day period. Nothing within this Protective Order shall allow a Producing Party (or any Party or non-party) to designate an entire deposition transcript as “Confidential” without first obtaining an order from this Court allowing such designation.

6. Pursuant to 12 O.S. § 3226 (C), and as used in this Protective Order, “Confidential” designations shall only apply to Confidential Materials as defined in Section II.

IV. CHALLENGES TO “CONFIDENTIAL” DESIGNATIONS

7. **Timing.** Any Party may, in good faith, challenge the Producing Party’s “Confidential” designations at any time. A Party shall not be obligated to challenge the propriety of a “Confidential” designation at the time of production or designation, and failure to do so shall not preclude a subsequent challenge thereto.

8. **Notice of Objection and Response.** In the event any Party to this Action takes issue with any “Confidential” designation, such Party shall provide to the Producing Party written notice of its good faith disagreement (the “Notice of Objection”). The Producing Party shall respond in writing by stating whether it agrees or disagrees such designation(s) should be removed.

9. **Meet and Confer.** The Parties shall have fifteen days from the Notice of Objection to meet and confer in good faith to attempt to dispose of such dispute concerning such designations (the “Meet and Confer”).

10. **Motion.** If, after the Meet and Confer, the Parties are unable to resolve the dispute, any Party may move for a determination by the Court as to the appropriateness of the confidentiality designation. Each Document or Testimony or portion thereof designated as “Confidential” shall retain that designation and shall remain subject to the terms of this Protective Order until such time, if ever, that a Court renders a decision that a particular Document or Testimony or portion thereof is not subject to this Protective Order and any and all proceedings and interlocutory appeals challenging such decision have been concluded.

11. **Burden.** The burden of establishing a Document or Testimony contains Confidential Material and is entitled to the protection of this Protective Order shall remain on the Producing Party. Further, and subject to the procedure outlined above, nothing herein precludes the objecting Party’s right to submit a motion to this Court seeking de-designation of any Document or Testimony for good cause.

V. DISCLOSURE OF CONFIDENTIAL MATERIALS

12. Documents and/or Testimony designated “Confidential” may be disclosed only to the following persons, unless prior written consent to further disclosure has been obtained from counsel for the Producing Party or permission for such disclosure has been given by the Court:

- a. The Parties to this Action;
- b. Counsel of record in this Action who are outside counsel to the Parties herein, including all regular employees of such counsel such as paralegals, legal assistants, secretaries, and other support staff, so long as (i) disclosure is necessary to the prosecution or defense of this Action and (ii) all persons are informed of this Protective Order and agree to abide by its terms;
- c. The Court and Court personnel;
- d. Court reporters, including deposition court reporters and their staffs;
- e. Any person employed by a Party who is expressly retained by any attorney described in this Paragraph to assist in the prosecution or defense of this Action, including outside experts, consultants, and those consultant’s employees, so long as (i) disclosure to those individuals is necessary to the prosecution or defense of this Action and (ii) all persons

are informed of this Protective Order and agree in writing to abide by its terms;

- f. Actual and potential deposition or trial witnesses in this case, so long they are informed of this Protective Order and agree to abide by its terms;
- g. Any mediator mutually agreed upon by the Parties, so long they are informed of this Protective Order and agree to abide by its terms; and
- h. Any other Court or Judiciary with jurisdiction over this Action.

13. In the event any "Confidential Material is used in any deposition, filing, or court proceeding during the course of this Action, it shall not lose its "Confidential" status through such use.

VI. NOTIFICATION OF PROTECTIVE ORDER

14. Confidential Material shall not be disclosed to a person described in Paragraph 12(e), (f), and (g), unless and until such person has executed an agreement of confidentiality in substantially the form of the Certification attached hereto as Exhibit "A." The originals of an executed Certification shall be maintained by counsel for the Party who obtained it until the final resolution of this Action and shall not be subject to discovery except upon motion on notice and a showing of good cause. The limitations on disclosure in this Paragraph include either direct or indirect disclosure, including but not limited to, any disclosure by counsel or experts. Moreover, at any deposition and absent the agreement of the Parties, prior to the disclosure of any Confidential Material, the deponent shall be provided a copy of the form attached hereto as Exhibit "B" and shall be asked to affirmatively state on the record that he or she has received the form and consents to the restrictions contained within this Protective Order, a copy of which shall be provided to the deponent.

15. Plaintiffs do not expect to designate any materials as "Confidential" in this Action. However, to the extent Plaintiffs do designate materials as "Confidential," nothing in this Protective Order shall be construed to prohibit, restrict, or require State Farm to obtain an authorization for

the retention, use, or disclosure of nonpublic Confidential Materials and records as authorized or as reasonably required by: State Farm's Information Retention Schedules; federal or state law or regulation; court order; rule, including, but not limited to, Medicare authorities; reporting to a third-party such as to LexisNexis C.L.U.E. (Comprehensive Loss Underwriting Exchange) for Auto & Property Reports or to ISO (Insurance Services Office) for analysis of records in anti-fraud efforts (using non-fraudulent data to benchmark); reporting for rate-making or otherwise; and permissible insurance functions in paperless Claim File through its Electronic Claims Systems. Nothing in this Protective Order shall prevent State Farm from retaining all Documents necessary for regulatory compliance activities, or from producing any Documents necessary for regulatory compliance activities.

VII. FILING CONFIDENTIAL MATERIALS UNDER SEAL

16. Parties shall adhere to 12 O.S. § 3226(C)(2), 51 O.S. § 24A.29, and Local Rule 10.1(C) when seeking to seal materials entered into the judicial record, regardless of whether a Document is protected by this Protective Order. A Confidential designation alone is not sufficient to justify sealing a Document entered into the judicial record, and a Party must first seek and obtain permission from this Court before a Document may be entered into the judicial record under seal. Before entering Confidential Material of another Party into a judicial record or discussing or referencing such material in court filings, the filing Party shall confer with the Producing Party in accordance with this Protective Order and subject to the following Paragraph, to determine whether the Producing Party will remove the Confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. If the Producing Party does not agree to remove the Confidential designation, it must identify the basis for sealing the specific Confidential Material at issue, and the filing Party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Rule

10.1(C) sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal. A Party who seeks to maintain the confidentiality of its information must satisfy the requirements of 12 O.S. § 3226(C)(2), 51 O.S. § 21A.29, and Local Rule 10.1(C) even if it is not the Party filing the motion to seal. Failure to satisfy these requirements may result in the Court denying the motion to seal without prejudice. Each Party shall use its best efforts to minimize filings that necessitate the filing of Documents and materials designated Confidential under seal.

17. If the filing Party does not dispute the Confidentiality designation of the Producing Party, it need not obtain the consent of the Producing Party to file, or move to file, any Confidential Material of the Producing Party under seal. A Producing Party may also move to file its own Confidential Material under seal without conferring with, or obtaining the consent of, any other Party. Nothing in this Protective Order shall prohibit a Party from objecting to another Party's sealing motion pursuant to the rules of this Court.

VIII. PUBLICLY AVAILABLE MATERIALS

18. Nothing herein shall be deemed to restrict in any way a Party or its attorneys with respect to its own Documents. Nothing herein shall be deemed to prevent a party from using in this Action, or disclosing, Documents, Testimony, and/or information already (a) in the public domain; (b) provided to a Party, the Party's attorneys, or the Party's experts, by rightful means through a source independent of the Producing Party or their attorney and through no violation of any protective order or confidentiality obligation to any Producing Party; or (c) legally and properly obtained outside this Action and is not subject to any confidentiality obligation to any Producing Party or a protective order or confidentiality agreement from another prior litigation. If Confidential Material is made public through a violation of any such confidentiality obligation or protective order, it shall not lose its Confidential status or result in waiver of the Confidentiality designation.

19. Nothing herein shall be construed as a waiver of any rights by any Party to challenge the admissibility of any Document, Testimony, or other information based on relevance, proportionality, or any other legally cognizable basis, nor be deemed to modify a Party's existing rights and responsibilities under any protective order and/or confidentiality agreement that may exist between the Parties.

IX. MIS-DESIGNATION OF CONFIDENTIAL MATERIALS

20. In the event the Producing Party fails to designate discovery material as "Confidential" pursuant to this Protective Order, the Producing Party shall be entitled to make a correction to its designation within fifteen days of discovery of such mis-designation. In such a case, the Producing Party shall (i) give notice of such mis-designation and make the desired correction in writing; and (ii) provide substitute copies of each item of discovery material, appropriately designated.

21. Those individuals who received the mis-designated discovery material prior to receiving the notice of mis-designation shall certify destruction or sequestration of, or return to the law firm representing the Producing Party, all copies of such mis-designated discovery material within five (5) business days of receipt of the substitute copies. Those individuals who reviewed the mis-designated discovery material prior to notice of the mis-designation by the Producing Party shall abide by the provisions of this Protective Order with respect to all future use and disclosure of any information contained in the mis-designated materials.

22. To the extent any dispute arises over any such designation, a Party may challenge in accordance with Section IV above.

23. Notwithstanding the foregoing, nothing within this Protective Order shall allow a Party to simply designate each and every Document produced in this Action as "Confidential" as a perfunctory measure to preclude use or disclosure of any Document that is not Confidential outside

of this Action. It is expressly acknowledged that this Paragraph is limited to Documents produced in this Action and does not include deposition Testimony, which is expressly governed by Paragraph 5(b) above.

24. It is further expressly acknowledged that this provision cannot be used in any way to claw back any Document produced or Testimony given in any other case (current or past) involving Plaintiffs' counsel where (a) such confidentiality designation was expressly waived, (b) the Document or Testimony is publicly available, (c) the Document or Testimony was admitted as evidence in any trial, and not under seal, or (d) the Documents or Testimony were legally or properly retained by Plaintiffs' counsel from past litigation, and not subject to any protective order or confidentiality obligation to the Producing Party.

25. In the event of a disclosure by a Party that receives Confidential Material to persons or entities not authorized by this Protective Order to receive such Confidential Material, the Party making the unauthorized disclosure shall, upon learning of the disclosure: (i) immediately notify the person or entity to whom the disclosure was made that the disclosure contains Confidential Material subject to this Protective Order; (ii) immediately make reasonable efforts to recover the disclosed Confidential Material and preclude further dissemination or use by the person or entity to whom the disclosure was made; and (iii) immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the Confidential Material and ensure against further dissemination or use thereof. Disclosure of Confidential Material other than in accordance with the terms of this Protective Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate. Any material violation of this Protective Order by any Party or person to whom Confidential Material is disclosed pursuant to the terms of this Protective Order

shall constitute a violation of a court order and be punishable as such.

X. REQUIRED TREATMENT OF CONFIDENTIAL MATERIALS

26. Any person with access to materials produced in this Action and designated as “Confidential” under this Protective Order shall, at all times during the litigation, maintain the materials (and any copies thereof) in the utmost confidence. Any person in possession of another Party’s Confidential Material shall exercise the same care with regard to the storage, custody, or use of Confidential Material as they would apply to their own material of the same or comparable sensitivity and must take reasonable precautions to protect Confidential Material from loss or misuse.

27. If a Party intends to use a natively-produced Document designated “Confidential” at any hearing or deposition, in motion practice, or for any other purpose, the Party shall use the corresponding image file with the Bates Number and Confidentiality Designation, unless the only reasonably useable format for that Document is native, and request to file it under seal as necessary, pursuant to Section VII.

28. No person to whom Confidential Material is made available under the terms of this Protective Order shall make use of such material for any purpose other than the prosecution or defense of the Action, and in no event shall such information be used for any business, competitive, personal, private, public, or other purpose. No person to whom Confidential Material is made available under the terms of this Protective Order shall disclose the contents of such material to any other person or entity, except as permitted by this Protective Order. This Protective Order has no effect upon and shall not apply to a Party’s use of its own Confidential Material for any purpose.

29. Upon conclusion of this Action, no such person shall disseminate materials produced in this Action and designated as “Confidential” under this Protective Order publicly or use them in a manner inconsistent with this Protective Order.

30. Once the case proceeds to trial, the outcome of “Confidential” designations of any Document or Testimony admitted at trial will be determined by the Court at the final pretrial conference and/or the time of trial. With respect to any Document or Testimony designated under this Protective Order as “Confidential” and **not** admitted at trial, or admitted at trial in a manner that preserves the “Confidential” designation, within thirty (30) days after the final disposition of this Action, including appeals, each person or Party who has received information designated “Confidential” pursuant to Paragraph 12 shall be obligated to (a) return to counsel of record for the Producing Party all information designated “Confidential” and all copies made thereof that are not in custody of the Court and certify to the Producing Party that such return has been done; or (b) destroy or see to the destruction of all such Confidential Materials and writings related thereto, and certify to the Producing Party that such destruction has been done. Counsel of record for a Party shall ensure that any person to whom they provided Confidential Material pursuant to Paragraph 12 abide by the return and destruction obligations of this Paragraph.

31. To the extent that this Protective Order requires the destruction or return of Documents or Testimony at the conclusion of this Action, this requirement is not intended to require State Farm to return or destroy any Documents or Testimony that it is otherwise required to maintain and as set forth in Paragraph 15 above.

32. As to those materials that contain or reflect Confidential information, but that constitute or reflect counsel’s work product and/or attorney-client communications, counsel of record for the Parties shall be entitled to retain such work product and/or attorney-client communications in their files in accordance with the provisions of this Protective Order, so long as it is clearly marked to reflect that it contains information subject to this Protective Order. Such materials may not be used in connection with any other proceeding or action. Counsel shall be

entitled to retain pleadings, affidavits, motions, briefs, other papers filed with the Court, transcripts of any deposition testimony and sworn statements of witnesses, together with all exhibits thereto, and the trial record (including exhibits) even if such materials contain Confidential Material, so long as such materials are clearly marked to reflect that they contain information subject to this Protective Order and may not be used in connection with any other proceeding or action. Nothing in this provision shall apply to any Document or deposition transcript subject to Paragraph 18 above.

XI. MODIFICATION

33. Any of the undersigned may request the Court to modify or otherwise grant relief from any provision of this Protective Order. Nothing in this Protective Order shall operate as an admission by any Party that any particular Document or Testimony is, or is not, relevant to any claim or defense or admissible in evidence at the trial of this Action.

XII. NO WAIVER

34. Nothing in this Protective Order shall be construed as a waiver of any rights by any Party with respect to matters not specifically provided for herein.

XIII. ORDER SURVIVES TERMINATION OF ACTION

35. This Court shall retain jurisdiction to enforce this Protective Order and decide any issues relating to or arising from it. If the terms of this Protective Order are violated, the Court may grant such relief to the Producing Party as is just and necessary.

36. The terms and conditions of this Protective Order shall remain in full force and effect and shall survive the final resolution of this litigation unless the Protective Order is terminated or modified in writing by the Parties or by further order of the Court.

XIV. MISCELLANEOUS

37. Any person or entity in possession of Confidential Material who is served with a

subpoena or a court order issued in other litigation that would compel disclosure of any information or items designated in this Action as “Confidential” shall:

- a. within three (3) business days of receiving such order or subpoena give written notice by electronic mail to counsel for the Producing Party, unless prohibited by law or court order from doing so. The written notice shall identify the materials sought and enclose a copy of the subpoena or other process, unless ordered otherwise by a court of competent jurisdiction;
- b. within three (3) days of receiving such order or subpoena, notify in writing the party who caused the subpoena or order to issue that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and
- c. cooperate with respect to all reasonable procedures sought to be pursued by the Producing Party whose Confidential Material may be affected.

If the Producing Party timely seeks a protective order, the party served with the subpoena or court order shall not produce any Confidential Material before a determination by the court from which the subpoena or order issued, unless the party has obtained the Producing Party’s permission. The Producing Party shall bear the burden and expense of seeking protection in that court of its Confidential Material, and nothing in these provisions should be construed as authorizing or encouraging any party or person to disobey a lawful directive from another court or violate any applicable state or federal law, or any rules or regulations.

38. Nothing in this Protective Order shall prohibit the Producing Party from producing its own Documents, even if such materials contain Confidential Material, in any other case or proceeding.

39. This Protective Order governs the exchange and use of Documents and Testimony before trial. The Parties may request appropriate orders addressing the use of Confidential Material at trial.

IT IS SO ORDERED THIS _____ day of _____, 2026.

Judge of the District Court

AGREED AS TO FORM:

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Paige A. Masters, OBA #31142
Amanda M. Finch, OBA #34650
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*Attorneys for Defendants State Farm Fire
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Holcomb Insurance Agency, Inc.*

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jsanders@whittenburrage.com
jdenne@whittenburrage.com

Attorneys for Plaintiffs

Exhibit A

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

NEIL and LACY WEST,

Plaintiffs,

vs.

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

Defendants.

Case No. CJ-2025-135

CERTIFICATION

1. My name is _____.

I live at _____.

I am employed as (state position) _____.

by (state name and address of employer) _____.

2. I have read the Protective Order governing Confidential Material that has been entered in this case, and a copy of it has been given to me. I understand the provisions of the Order and agree to comply with and to be bound by its provisions – specifically and not limited to the obligations set forth in Paragraph 30 regarding the return or destruction of Confidential Material.

3. I further agree to submit to the jurisdiction of this Court for the purpose of enforcing the terms of the Protective Order, even if such enforcement proceedings occur after termination of this Action.

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____.

by _____

Exhibit B

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

NEIL and LACY WEST,

Plaintiffs,

vs.

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

Defendants.

Case No. CJ-2025-135

NOTICE TO DEPOSITION WITNESS

You are being shown one or more documents which have been designated as “Confidential” pursuant to an Order of this Court. Except for providing testimony at this deposition, you may not disclose these documents or their contents to any person other than the attorney who represents you at this deposition. Further, neither these documents nor their contents may be used by you for any purpose except that you may use them for your testimony in connection with this litigation. In any event, you are prohibited from using them for any business, competitive, personal, private, public, or other non-litigation purpose. The improper disclosure or use of these documents or their contents may result in the imposition of sanctions upon you by the Court. If you wish a complete copy of the Court Order, a copy will be provided to you upon request.

Exhibit 2

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEC 11 2025

RICK WARREN
COURT CLERK

135

BILL and LACY HURSH,

Plaintiffs,

v.

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

Defendants.

CASE NO. CJ-2025-2626

Hon. Amy Palumbo

PROTECTIVE ORDER

All Parties to this litigation, defined as Plaintiffs Bill and Lacy Hursh ("Plaintiffs"), Defendant State Farm Fire and Casualty Company ("State Farm"), Defendant Mark D. Welty ("Welty"), and Defendant Mark D. Welty Insurance Agency, Inc., ("Welty Agency") acknowledge that certain documents produced in this action may contain trade secret or other confidential information as defined in paragraph 3 of this Protective Order. The Parties, by and through their attorneys of record, therefore agree and it is hereby ordered as follows:

1. Any party may designate as "Confidential" any documents or any portion of a document produced by it in this litigation. The party making the designation of confidential material represents that it has done so after a bona fide determination made in good faith that the material is in fact trade secret or other confidential information as defined in paragraph 3. Each document or portion of a document the party in good faith believes to contain confidential

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information shall be marked "Confidential." The party shall take care that its designation does not obscure or render illegible the information on the document so designated.

2. Any party may designate as "Confidential" a portion of a deposition taken in this matter by stating on the record that the party is designating a portion of the deposition "Confidential" or by advising the court reporter and counsel for all other Parties, in writing, within thirty (30) days of receiving the deposition transcript of the page(s) and lines of the deposition that the party deems "Confidential." Nothing within this Protective Order shall allow a party to designate an entire deposition transcript as "Confidential" without first obtaining an order from this Court allowing such designation.

3. As used in this Protective Order, "Confidential" information shall only apply to the following materials:

- a. "Trade secret" shall have the same meaning as in 78 O.S. §86(4).
 - i. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process, that:
 - a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and
 - b. is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
 - ii. "Trade secret" shall explicitly not include any aspects of the handling of Plaintiffs' claim as first-party insureds, including but not limited to attempts to lower indemnity payments on Plaintiffs' claim, including the total roof

replacement requested, and anything regarding denying or partially denying Plaintiffs' claim.

- b. "Confidential research, development or commercial information" shall refer to information that is maintained in secrecy from third Parties and which a party in good faith believes would result in substantial competitive harm if publicly disclosed.
- c. "Personal confidential information" shall include a person's social security number, medical records, bank records, personnel records and tax information.

4. Any party may challenge any other party's designation of a document or portion of a document as "Confidential." A party shall not be obliged to challenge the propriety of a "Confidential" designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation takes issue at any stage of these proceedings with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The producing party shall respond, in writing, within twenty (20) days, by stating whether it agrees or disagrees that designation should be removed. The Parties shall attempt to dispose of such dispute in good faith on an informal basis. If the Parties are unable to reach an agreement, the producing party shall have thirty (30) days to submit a motion for relief from the Court. If the producing party fails to timely file said motion for relief within the time prescribed, the document shall no longer be subject to this Protective Order. The fact a document has been designated as "Confidential" shall not create a presumption the document is, in fact, confidential or a trade secret entitled to protection by this Protective Order. The burden of establishing that a document or testimony contains trade secret or personal confidential information and is entitled to the protection of this Protective Order shall remain on the party

making the designation. Further, a party's agreement to this Protective Order does not prejudice the party's right to move the Court to lift the Protective Order for good cause.

5. Documents and/or deposition transcripts designated as "Confidential" shall not disseminated publicly, and may be disclosed only to the following persons, unless prior written consent to further disclosure has been obtained from counsel for the designating party or permission for such disclosure has been given by the Court:

- a. The Court pursuant to the terms of this Protective Order;
- b. The attorneys working on this action on behalf of any party, including inside, outside and consulting counsel, their legal associates, paralegals, and employees working under the supervision of such counsel;
- c. Any director, officer or employee of a party who is required by such party to work directly on this litigation, with disclosure only to the extent necessary to perform such work;
- d. Any person not employed by a party who is expressly retained or sought to be retained by any attorney described in paragraph 5(b) to assist in the prosecution or defense of this action, including outside experts and their employees;
- e. Any actual or potential deposition or trial witnesses in this action;
- f. Any mediator mutually agreed upon by the Parties in this action; and
- g. Any other Court or Judiciary with jurisdiction over this action.

The persons described in paragraphs (c), (d), and (e) shall have access to "Confidential" material only after they have been made aware of the terms of this Protective Order and have manifested their assent to be bound thereby.

6. It shall not be deemed a violation of this Protective Order for counsel to disseminate documents designated as "Confidential" at deposition or as part of their filings with the Court. If any "Confidential" material is used in any deposition, filing or court proceeding during the course of this litigation, it shall not lose its "Confidential" status through such use. This notwithstanding, any materials specifically designated as "Confidential" under this Protective Order shall, when filed with the Court, be submitted in a sealed envelope or other container, and shall be prominently labeled on the first page: "Contains Confidential Information - Subject to Court Order."

7. This Protective Order is not intended to preclude use or disclosure of any document, deposition transcript or information which is in the public domain, which has been provided to a party, his/her/its attorneys or experts, by a source independent of the designating party or his/her/its attorney.

8. Any of the undersigned may request the Court to modify or otherwise grant relief from any provision of this Protective Order. Nothing in this Protective Order shall operate as an admission by any party that any particular document is, or is not, admissible in evidence at the trial of this action.

9. Nothing in this Protective Order shall be construed as a waiver of any rights by any party with respect to matters not specifically provided for herein.

10. This Court shall retain jurisdiction to enforce this Protective Order and decide any issues relating to or arising from it. If the terms of this Protective Order are violated, the Court may grant such relief to the producing party as is just and necessary, including but not limited to sanctions.

11. The terms and conditions of this Protective Order shall remain in full force and effect and shall survive the final resolution of this litigation unless the Protective Order is terminated or modified in writing by the Parties or by further order of the Court.

12. All requests made by a party for a document to be filed "under seal" in accordance with this Protective Order shall be made by motion and conform to the requirements set forth in 12 O.S. § 3226(C)(2).

13. The outcome of any "Confidential" designations made in this Proceeding will be subject to judicial review and determination by the Court pursuant to 50 Okla. Stat. §§ 24A.29-24A.30 and 12 Okla. Stat. § 3226(C)(2).

IT IS SO ORDERED THIS 26th day of November, 2025.

AMY PALUMBO

THE HONORABLE AMY PALUMBO
JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

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