IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
July 27, 2026 12:15 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

NEIL and LACY WEST,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. CJ-2025-135
	)	
STATE FARM FIRE & CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC.,	)	
	)	
Defendants.	)	

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S RESPONSE TO PLAINTIFFS' MOTION TO STRIKE CONFIDENTIALITY ASSERTIONS, DE-DESIGNATE DOCUMENTS, OR LIFT PROTECTIVE ORDER

Plaintiffs' Motion unreasonably mischaracterizes and disregards Oklahoma law, State Farm's confidentiality designations, and the plain terms of the Protective Order ("PO") in this case, attached hereto as Exhibit A. The PO—which the Court entered two months ago and which, with the exception of two paragraphs not at issue here, includes Plaintiffs' preferred language—provides a well-established mechanism for challenging confidentiality designations in Paragraph 4. Instead of using the procedure they endorsed, Plaintiffs seek blanket cancellation of **all** confidentiality designations and dissolution of the PO as a litigation tactic wholly divorced from the validity of the designations. The Court should deny Plaintiffs' Motion for at least four reasons: (1) Plaintiffs improperly conflate sealing requirements for documents filed in court with protective order standards for discovery materials; (2) State Farm's good faith confidentiality designations comply with the plain terms of the PO and applicable law; (3) Plaintiffs have not demonstrated good cause for modifying or lifting the PO; and (4) Plaintiffs provide no support for their novel sealing prohibition that would supplant well-established sealing standards.

BACKGROUND

Despite State Farm's continued effort to keep the discovery in this case focused on the issues of this individual claim—where Plaintiffs have not pointed to a single case-specific fact to suggest institutional misconduct and the facts point instead to the correctness of State Farm's decision—State Farm has produced, pursuant to Plaintiffs' request and the Court's order, nearly 800,000 documents (millions of pages), the majority of which show State Farm's internal business operations.[1] Specifically, in addition to State Farm's agreed productions, State Farm was directed

[1] State Farm takes specific issue with Plaintiffs' allegation that State Farm "engaged in an unprecedented document dump." Plaintiffs requested every one of the produced documents and on an immediate basis and the Court ordered their production. While State Farm stands by its designations, the document-by-document scrutiny that Plaintiffs appear to demand, looking for the handful of documents that might not be confidential, would have delayed production by months.

to produce vast quantities of sensitive information including: (a) voluminous claims training materials from 2019 through 2025; (b) information from 2019 through 2025 regarding the FME and other "wind/hail initiatives," including, as described by Plaintiffs, purported tracking of roof replacements, indemnity savings, and payment volumes; (c) six years of documents and communications relating to managerial approval requirements for full roof replacements; (d) documents about alleged efforts to reduce indemnity payments for wind/hail claims; (e) all documents previously produced or ordered in six unrelated lawsuits where documents had their own confidentiality designations; (f) Fire Property Claims Quality Plans between 2019 and 2025; (g) documents on initiatives concerning indemnity payments and roof replacement ratios, approval rates and payments; and (h) emails or other correspondence to or from Nicole Manduca, Sharon Arnold, Tom Moss, and Susan Maynard from 2019 to 2025 about the FME and various metrics relating to roof replacements.

On May 21, 2026, after briefing, the Court entered the PO, largely adopting Plaintiffs' proposed protective order except for paragraphs 14 and 15, which the court took from State Farm's proposed protective order. *See* Ex. A, May 21, 2026 PO; Ex. B, May 4, 2026 Order Re: Protective Order Dispute. State Farm produced documents as set forth above in reliance on the PO. Under the PO, the parties may designate as "confidential" documents falling within specifically enumerated categories recognized by Oklahoma law, including (1) trade secrets[2], (2) confidential research, development, or commercial information[3], and (3) personal confidential information.[4]

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[2] Under the PO, "'trade secret' shall have the same meaning as in 78 O.S. § 86(4)." Ex. A, ¶3(a).

[3] Under the PO, "'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." *Id.* ¶3(b).

[4] Under the PO, "'Personal confidential information' shall include a person's social security number, medical records, bank records, personnel records and tax information." *Id.* ¶3(c).

Ex. A, ¶¶1, 3. The PO also creates an explicit procedure for disputing confidentiality designations, whereby a party "may challenge any other party's designation of **a document or portion of a document**," with the burden on the designating party to establish confidentiality. *Id.* at ¶ 4 (emphases added). The PO does not automatically require the court to seal documents designated confidential; instead the parties seek leave for sealing by filing a motion that conforms with 12 O.S. § 3226(C)(2). Ex. A, at ¶ 12. The PO reserves for the Court the ultimate authority to determine the treatment of designated documents, including at trial. *Id.* at ¶¶ 13–14.

Despite the clear language requiring document-by-document confidentiality challenges and a meet and confer process to attempt to informally resolve disputes, Plaintiffs have ***never*** challenged State Farm's confidentiality designations pursuant to this procedure or adhered to its requirements.[5] Undaunted by their failure to seek good faith resolution, Plaintiffs now seek to undo the reasonable mechanisms in their own Court ordered PO, without ever setting forth any challenge basis as to specific documents.

ARGUMENT AND AUTHORITY

Plaintiffs' Motion should be denied in its entirety for at least four reasons: (1) Plaintiffs improperly conflate sealing requirements for documents filed in court with protective order standards for discovery materials; (2) State Farm's good faith confidentiality designations comply

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[5] Plaintiffs claim, in generic reliance on the 31-page email string attached as Ex. 8, that they "reached out to opposing counsel" and that "State Farm has stood by its blanket designation despite repeated attempts by undersigned counsel" is not supported by the cited email. (Plaintiffs' Mot. at 2). Plaintiffs quote counsel for State Farm as saying ***in this email*** that: "[w]e do not agree to withdraw our confidentiality designations," but that statement does not appear in the email thread, much less in response to the specific quote pointed to by Plaintiffs. While counsel for State Farm may have at some point stated that State Farm was not willing to wholesale withdraw its confidentiality designations in response to Plaintiffs' generic demand untethered to the PO, State Farm includes this footnote because it is further evidence of State Farm's continued objection to counsel's careless and/or intentional misstatements to the Court.

with the plain terms of the PO and applicable law; (3) Plaintiffs have not demonstrated good cause for modifying or lifting the PO; and (4) Plaintiffs provide no support for their novel sealing prohibition that would supplant well-established sealing standards.

I. PLAINTIFFS IMPROPERLY CONFLATE SEALING REQUIREMENTS WITH PROTECTIVE ORDER STANDARDS FOR DISCOVERY MATERIALS.

In a troublingly consistent trend across Oklahoma cases, Plaintiffs' counsel improperly conflates the standards governing the confidentiality of materials produced in discovery pursuant to protective orders with the standards governing the sealing of court records. These are fundamentally distinct legal concepts with different burdens of proof. Indeed, it is a well-established, indisputable legal principle under both federal and Oklahoma law that ***there is <u>no</u> presumed right of access*** to materials exchanged in pre-trial discovery, ***unless and until*** that material is filed or otherwise enters the judicial record. *Seattle Times Co. v. Rhinehart,* 467 U.S. 20, 33 (1984); *see also, e.g.*, *Inhofe v. Wiseman*, 1989 OK 41, ¶10, 772 P.2d 389, 393 ("[D]iscovered information, not yet admitted, is not a public source of information.") (citation omitted); *Chicago Trib. Co. v. Bridgestone/Firestone, Inc.*, 263 F.3d 1304, 1310 (11th Cir. 2001) ("Materials merely gathered as a result of the civil discovery process, however, do not fall within the scope of the constitutional right of access's compelling interest standard.").

In contrast, documents that have become court records as a result of being filed in court must satisfy a higher statutory statute to maintain their confidentiality due to the public's interest in access to the courts. 51 O.S. § 24A.30. Even that interest can be overcome, however, "by an overriding interest based on findings that closure is essential to preserve higher values and is narrowly tailored to serve that interest," such as to protect privacy rights or confidentiality interests in commercially sensitive information. *See, e.g.*, *Press-Enter. Co. v. Superior Ct. of California, Riverside Cnty.*, 464 U.S. 501, 510 (1984); *see also, e.g.*, *Williams v. FedEx Corp. Servs.*, 849 F.3d

889, 905 (10th Cir. 2017) ("[W]e have granted motions to seal medical records and internal confidential business records in other instances.").

To support their Motion, Plaintiffs rely heavily on—and misleadingly quote extensively from—the Oklahoma Open Records Act and the public access presumption established in 51 O.S. § 24A.30 and *Shadid v. Hammond*, which govern the sealing of **court records *filed with the court*, not the designation of documents produced in discovery** as confidential under a protective order. Pls' Mot. at 1–4, 14–18; *Shadid v. Hammond*, 2013 OK 103, ¶1, 315 P.3d 1008 ("Oklahoma Publishing Company is directed to file a motion requesting access to the referenced **<u>court</u> file pursuant to the Open Records Act**") (emphasis added); *Shadid* at ¶2 (Taylor J., joined by Kauger, J., concurring) ("**<u>Court</u>** records are public records.") (emphasis added). All of Plaintiffs' other citations for their "public access" theory—most of which are three or more decades old from unrelated jurisdictions—are at least equally inapplicable or directly support State Farm's arguments.[6] *See, e.g.*, *In re Oliver*, 333 U.S. 257, 278 (1948)(78-year-old case involving a criminal defendant's right to be heard in open court); *United States v. Mitchell*, 551 F.2d 1252, 1265 (D.C. Cir. 1976) (50-year-old case that was reversed by the U.S. Supreme Court and involved access to recordings of a highly public figure—the president of the United States—that became part of the court record by being played at trial), *rev'd sub nom. Nixon v. Warner Commc'ns., Inc.*, 435 U.S. 589 (1978); *Nixon*, 435 U.S. at 610 (48-year-old case that reversed *Mitchell* by upholding the trial court's restrictions on the same public court records related to a highly visible public figure); *Zenith Radio Corp. v. Matsushita Elec. Indus. Co., Ltd.*, 529 F. Supp. 866, 895, 898 (E.D. Pa. 1981) (45-year-old case denying wholesale motion for "declassification" of **public judicial records** and

[6] In many instances, Plaintiffs' citations are so obviously inapplicable that it is difficult to understand how Plaintiffs can rely on them in good faith.

supporting State Farm's arguments by affirming that "the public has no common law right to inspect materials that are produced in discovery but are not placed in the custody of the court"); *Richmond Newspapers, Inc. v. Virginia*, 448 U.S. 555, 555 (1980) (46-year-old case holding that criminal cases must be open to the public absent an overriding interest); *United States v. Criden*, 648 F.2d 814, 815, 829 (3rd Cir. 1981)(45-year-old case allowing the broadcast of video and audio tapes played in open court during the criminal trial of public officials); *Hammock by Hammock v. Hoffmann-LaRoche, Inc.*, 662 A.2d 546, 558 (N.J., 1995) (31-year-old case involving a dispute over judicial records and materials filed with the court).[7]

Moreover, a "confidential" document subject to the restrictions of the PO must still undergo a separate, individualized judicial assessment before being sealed from the public, in which case some (but not all) of the cases Plaintiffs cite would become relevant. *See* The Sedona Conference, *The Sedona Guidelines: Best Practices Addressing Protective Orders, Confidentiality & Public Access in Civil Cases*, 8 Sedona Conf. J. at 141, 148 (2007) ("Protective orders must not confuse the confidentiality of material produced in discovery with the filing of such materials under seal."). But that sealing assessment is completely irrelevant to the current dispute over State Farm's designations of ***discovery materials***, and the Court should reject Plaintiffs' attempt to import that

[7] *See also infra* note 14; *Mitchell v. Mitchell*, 2021 OK CIV APP 17, ¶¶ 32–33, 491 P.3d 759, 766 (addressing a dispute over sealing **court** records, not designating discovery documents confidential, and ***affirming*** the underlying sealing order); *State ex rel. Oklahoma State Bd. of Med. Licensure & Supervision v. Rivero*, 2021 OK 31, 489 P.3d 36 (addressing an attempt to prevent access under the Oklahoma Open Records Act to materials disclosed in public administrative proceedings, not materials disclosed in discovery, and finding that "[w]hen a **court record** is turned into a confidential record, an agreement by parties to request confidentiality **as to a public court record** is not without statutory limits due to the Open Records Act.") (emphasis added); *In re Bank One Sec. Litig.*, 222 F.R.D. 582, 589 (N.D. Ill. 2004) (22-year-old case unsealing documents "**filed of record** in this case that have not been identified by Defendant as containing OCC-related information")(emphasis added); *Cook, Inc. v. Bos. Sci. Corp.*, 206 F.R.D. 244, 246 (S.D. Ind. 2001) (25-year-old case involving a dispute over the breadth of materials subject to a highly restrictive "outside counsel eye's only" confidentiality designation).

standard to the designation of discovery materials. *See, e.g.*, *Good v. Farmers Ins. Co.*, 2023 OK CIV. APP. 28, ¶ 14, 536 P.3d 961, 970 (holding that there is no presumption of public access to discovery materials where a trial court has entered an order or otherwise stated that discovery materials are not required to be filed); *Chicago Trib. Co.*, 263 F.3d at 1312 ("The better rule is that material filed with discovery motions is not subject to the common-law right of access."). Simply put, Plaintiffs' reliance on the public's right of access to filed court records is misplaced, as that right has no bearing on the propriety of designating unfiled discovery materials as confidential or the validity of State Farm's good faith designations. *See, e.g.*, *Littlebear v. Advanced Bionics, LLC*, 2012 WL 2979023, at *2 (N.D. Okla. July 20, 2012)("[M]ost of Plaintiff's authority and legal argument pertains to the public's right to access judicial documents and trial proceedings, which are inapplicable and inapposite to the *discovery* issue at hand. . . . Despite Plaintiff's insistence, the public has no right to access *discovery* material") (emphasis in original).

II. STATE FARM'S GOOD FAITH DESIGNATIONS COMPLY WITH THE PO.

When the correct standard is applied, it is clear that State Farm's designations comply with the PO because: (1) they were made in good faith consistent with the categories in the PO; and (2) the volume of designations reflects the nature of Plaintiffs' discovery requests, not bad faith.

A. State Farm Designated Its Documents in Good Faith Consistent with the Categories Enumerated in the PO.

Notwithstanding their attempt to improperly apply the "public access" standard for sealing, Plaintiffs recognize that the true standard is whether State Farm made its designations in good faith, a standard it easily satisfies. Ex. A, ¶1; Pls' Mot. at 1. Under the "good faith" standard, all that is required is that State Farm designate documents based on a "bona fide determination" that the documents satisfy one of the three defined categories: "trade secrets," "confidential research, development or commercial information" or "personal confidential information." Ex. A, ¶1. This is a conventional standard used in protective orders across Oklahoma, and it imposes two important limitations on the right to designate documents as confidential. First, designations may only be made in good faith. Second, the documents must contain the type of sensitive or proprietary information contemplated by the enumerated categories.

Critically, the good-faith standard does not require a producing party to make a particularized showing to the Court or to opposing counsel *at the time of designation* as to each individual document. Rather, the designation is provisional—the burden of *raising the issue* as to specific documents falls on the challenging party, while the burden of *proof* remains on the designating party if challenged. *See, e.g.*, *Cipollone v. Liggett Grp., Inc.*, 785 F.2d 1108, 1121 (3d Cir. 1986); *Gillard v. Boulder Valley Sch. Dist. Re.-2*, 196 F.R.D. 382, 386 (D. Colo. 2000) (the initial good-cause showing "may be done on a generalized as opposed to a document-by-document basis"). This allocation of burdens is precisely what the PO contemplates: State Farm designates in good faith at production; Plaintiffs challenge ***specific*** designations they dispute; and State Farm then bears the burden of justifying those challenged designations. Ex. A, ¶ 4.

State Farm has satisfied this standard, while Plaintiffs have not. As set forth below, State Farm's designations are limited to documents falling within the categories identified in ¶ 3 of the PO, which is unsurprising since State Farm's productions were generated in response to discovery requests that specifically targeted the types of information that fall squarely in these categories, including State Farm's institutional policies, operational guides, internal communications regarding business strategy, and financial analyses. As such, the fact that a high percentage of responsive documents are confidential is a legitimate consequence of the nature of Plaintiffs' overbroad requests for sensitive and proprietary corporate information, not evidence that State Farm applied its designations "indiscriminately" or without the requisite good-faith determination.

1. The "First-Party Claims" Carve-out Does Not Render State Farm's Designations Improper.

Plaintiffs emphasize that the PO excludes from "trade secret" protection "any aspects of the handling of Plaintiffs' claim as first-party insureds." Ex. A, ¶ 3(a)(ii)). They then leap to the conclusion that State Farm's entire productions must therefore be unprotectable, and its designations made in bad faith. This argument fundamentally mischaracterizes the PO's plain terms. Plaintiffs then compound this error with another fatally flawed recitation of cases that are completely inapplicable.[8]

State Farm does not dispute that Paragraph 3(a)(ii) of the PO, drafted by Plaintiffs, explicitly excludes "any aspects of the handling of Plaintiffs' claim as first-party insureds," but this exclusion is specifically limited to the handling of Plaintiffs' own claim—Neil and Lacy West—not all first-party claim handling materials across State Farm's entire book of business. Furthermore, the exclusion applies narrowly to "trade secrets," and does nothing to alter the separate and distinct categories of "confidential research, development or commercial information" and "personal confidential information"—both of which independently authorize confidentiality designations under the Protective Order. Ex. A, ¶¶ 3(b), 3(c). The vast majority of State Farm's production falls within these categories. For example, Operational Guides, Standard Claims Processes, Jurisdictional References, financial reports, employee information, and internal strategic communications all constitute "confidential research, development or commercial

[8] Specifically, Plaintiffs erroneously claim that "First party claim handling materials cannot be considered trade secret or proprietary under Oklahoma law." Pls' Mot. at 11–12. But Plaintiffs' reliance on *Beers v. Hillory*, 2010 OK CIV APP 99, 241 P.3d 285, *Christian v. Am. Home Assur. Co.*, 1977 OK 141, 577 P.2d 899, *Newport v. USAA*, 2000 OK 59, ¶ 15, 11 P.3d 190, *Milroy v. Allstate Ins. Co.*, 2007 OK CIV APP 6, 151 P.3d 922, and 36 O.S. § 1250.7 in support of this claim is completely misplaced, as these cases all address the duty of good faith and fair dealing—a substantive question that is not currently before the Court **because it has nothing to do with protective orders or confidentiality designations.**

information," as that phrase is defined in the PO.[9]

Indeed, courts recognize that giving competitors access to information reflecting business strategy and competitive analyses "would provide [them] 'with an enormous benefit—to [the litigant's] detriment.'" *Hadley v. Kellogg Sales Co.*, 2019 WL 12495009, at *2 (N.D. Cal. Dec. 12, 2019) (finding that such materials are entitled to protection even under the elevated standard for sealing court records) (quoting *Krieger v. Atheros Commc'ns, Inc.*, 2011 WL 2550831, at *1 (N.D. Cal. June 25, 2011)). This is especially true in the highly competitive insurance industry where disclosure of State Farm's proprietary methods and strategies would provide competitors with a blueprint for managing their operations and deprive State Farm of its competitive advantage. *See, e.g.*, *Goodwin v. Invs. Life Ins. Co. of N. Am.*, 419 S.E.2d 766, 770 (1992) ("The insurance industry is highly competitive."). Moreover, the documents Plaintiffs identify in their Motion are not simply records of "the handling of Plaintiffs' claim." Rather, Plaintiffs' own exhibits reveal that the documents they challenge concern State Farm's *institutional* strategies and programs—information about how State Farm manages its business at a national level. That enterprise-level strategic information is precisely the type of "confidential research, development or commercial information" the PO was designed to protect. As such, State Farm's designations are proper.

2. Plaintiffs' Reliance on *Kruanelis* and *Star Scientific* Is Misplaced.

In challenging State Farm's designations, Plaintiffs cite a twenty-five-year-old case from Massachusetts state court, *Kruanelis v. Sentinel Benefits Grp., Inc.*, 2000 WL 33159206 (Mass. Super. Aug. 21, 2000), for the proposition that insurance companies are "hardly the kinds of businesses deeply steeped in trade secrets." Pls' Mot. at 8. Courts across the country, including in Oklahoma, have soundly rejected this characterization, recognizing that insurers' claims

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[9] *See supra* note 3.

handling materials, operational procedures, and business strategies constitute protectable confidential commercial information. *See, e.g.*, *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); *Jones v. Nationwide Ins. Co.*, 2000 WL 1231402, at *4 (M.D. Pa. July 20, 2000) ("[A]ll company policies and all claims manuals are to be kept confidential, for the eyes of plaintiff's counsel only."); *Hamilton v. State Farm Mut. Auto. Ins. Co.*, 204 F.R.D. 420, 423 (S.D. Ind. 2001) (upholding protections over claims handling policies, practices, and procedures); *Fullbright v. State Farm Mut. Auto. Ins. Co.*, 2010 WL 300436, at *2 (W.D. Okla. Jan. 20, 2010).[10]

Plaintiffs' citation to *Star Sci., Inc. v. Carter*, 204 F.R.D. 410, 416 (S.D. Ind. 2001) is similarly misplaced because, unlike the PO here, the protective order at issue in that case gave the parties "unilateral authority" to designate documents as confidential and did not include any definition for what constituted trade secrets or confidential research, development or commercial information. The PO here has no such problem, because it explicitly defines the categories of protectable information, requires designations to be made "after a bona fide determination made in good faith," and expressly provides that the "burden of establishing that a document or testimony contains trade secret or personal confidential information . . . shall remain on the party making the designation" when challenged. Ex. A, at ¶¶ 1, 4. As such, *Star* is easily distinguishable.[11]

3. Plaintiffs' Speculative Characterization of State Farm's Designation Motive Is Both Inaccurate and Irrelevant.

Plaintiffs speculate that State Farm designated its documents confidential to protect its

[10] Even if the characterization were true, as set forth above, "trade secrets" are not the only category of materials that can be designated confidential under the PO.

[11] In addition to being distinguishable in relation to Plaintiffs' argument, ***Star*** **supports many of State Farm's designations**, as it explicitly found that "customer lists, information relating to consumer purchasing habits, pricing information, and sales techniques and sales volumes" all constitute protectable trade secrets. *Star*, 204 F.R.D. at 414–15.

"public image" rather than to avoid the economic disadvantage that would result from public disclosure. This is not only unsupported speculation, but also wholly irrelevant. Plaintiffs point to internal communications about State Farm's "Wind/Hail FME work" and related programs as evidence that State Farm is trying to "hide" Plaintiffs' alleged "scheme." Even if the content of these documents evidenced a scheme—it does not—the *materiality or relevance* of documents does not determine whether those documents are confidential: it is the *nature* of the documents and the competitive harm that would result from their disclosure that matters. In other words, internal communications about operational strategies are confidential commercial information, even if they relate directly to claims handling practices alleged in the litigation, if those communications reveal protected information, such as State Farm's strategic analyses or institutional methodologies. Courts have consistently recognized this distinction. *See, e.g.*, *Video Gaming Techs., Inc. v. Castle Hill Studios LLC*, 2019 WL 2514705, at *1, 4–5 (N.D. Okla. June 18, 2019) (rejecting a request to de-designate documents after analyzing the nature of the designated documents and dismissing the moving party's claims about "abuse" and "bad faith"); *Cipollone*, 785 F.2d at 1122, n.17 (recognizing that under umbrella protective orders, "there is a danger [] that counsel will err on the side of caution by designating confidential any potentially sensitive document"—but confirming this is a recognized and accepted feature of such orders).

B. The Volume of Designations Reflects the Nature of Plaintiffs' Discovery Requests, Not Bad Faith.

One of Plaintiffs' central contentions is that State Farm's designation of over 700,000 documents as confidential constitutes a *per se* violation of the PO's good faith requirement. This argument conflates volume with bad faith and ignores the nature of the documents at issue. State Farm produced over 700,000 documents as a direct result of Plaintiffs' overly broad discovery requests seeking highly sensitive, proprietary corporate information, not as a document dump; the fact that State Farm designated documents confidential should be neither surprising nor concerning based on the nature of Plaintiffs' requests, which sought institutional business policies, procedures, strategies, internal communications related to the same, and other commercially sensitive information that State Farm maintains in secrecy from competitors. These categories of documents—taken individually and in compilation—reflect years of time, money, and resources State Farm spent developing policies, procedures, and strategies relating to claims handling and underwriting. As set forth above, courts routinely find good cause to protect such information. *See, e.g.*, *Adams*, 189 F.R.D. at 331; *Jones*, 2000 WL 1231402, at *4; *Hamilton*, 204 F.R.D. at 423.

Unsurprisingly, when discovery requests specifically target institutional policies, procedures, and strategies, a high percentage of responsive documents will legitimately be confidential, which is the exact reason courts routinely employ blanket or umbrella protective orders to such cases—modern discovery involves the production of large volumes of documents. The relevant inquiry is not the quantity of the designations, but whether the designating party had a good-faith basis for the individual designations. *See, e.g.*, *May V. Co. v. Wal-Mart Stores, Inc.*, 2023 WL 8896258, at *1–2 (C.D. Cal. Oct. 30, 2023) (finding that a blanket protective order was warranted despite the plaintiff's objection and the fact that such orders permit all documents to be designated confidential); *Littlebear*, 2012 WL 2979023, at *3 (rejecting the plaintiffs' volume-based protective order arguments); *Cipollone*, 785 F.2d at 1123, n.18 ("because in any large-scale litigation the movant will likely have far more documents that it wants to designate as confidential than the respondent will object to being so designated, the umbrella order approach is less time-consuming and burdensome to the parties."). Simply put, the volume of confidentiality designations is an expected reflection of the nature of the documents based on Plaintiffs' requests, not a failure to make good faith determinations. Plaintiffs cannot serve broad institutional discovery demands targeting the very categories of documents the PO protects and then cry foul when the responsive documents are designated confidential.

III. PLAINTIFFS HAVE NOT DEMONSTRATED GOOD CAUSE FOR MODIFYING OR LIFTING THE PO.

Plaintiffs have not demonstrated good cause for modifying or lifting the PO because: (1) they agreed to the very language that State Farm has complied with in good faith; (2) State Farm relied on the PO in making its voluminous productions; (3) Plaintiffs' "public interest" argument is unfounded and there is no "public health and safety" interest that overrides confidentiality protections for discovery materials; (4) the proper remedy for alleged over-designation is the challenge process, not modification or dissolution; and (5) lifting the PO would significantly increase the burden on the Court and the parties.

A. Plaintiffs Agreed to the PO Language They Now Seek to Disregard.

The PO the Court entered barely two months ago includes the language that Plaintiffs agreed to and moved the Court to enter, and Plaintiffs provide no support for their attempt to modify or eliminate the PO besides a conclusory allegation of "bad faith discovery tactics." The only actual bad faith discovery tactic is Plaintiffs' Motion, however, as the case law is clear that a party that consents to a protective order and then seeks its modification or dissolution bears a particularly heavy burden to demonstrate good cause. *See, e.g.*, *Burke v. Glanz*, 2013 WL 211096, at *4–5 (N.D. Okla. Jan. 18, 2013) (denying motion to modify protective order because, among other things, "Plaintiff *agreed* to a protective order to assist in this case in order to expedite the discovery process. Plaintiff has received the benefit of this bargain by securing discovery without document-by-document fights.")(emphasis in original); *Tama Plastic Indus. v. Pritchett Twine and Net Wrap, LLC*, 2014 WL 4825173, at *1 (D. Neb. Sept. 26, 2014) ("The burden is on the party seeking to modify the protective order to demonstrate good cause for . . . the modification") (internal citations omitted); *U.S. ex rel. Pogue v. Diabetes Treatment Centers of Am.*, 2004 WL 2009414, at *2 (D.D.C. May 17, 2004) ("The party seeking modification of an existing protective order bears the burden of showing that good cause exists for the modification. . . . a continuing objection to the terms of an order does not constitute good cause to modify or withdraw a protective order"). Plaintiffs have identified no change in circumstances between entry of the PO and the filing of their Motion that justifies modification, and their disagreement with State Farm's good faith application of the PO's plain terms does not justify such a decision.

B. State Farm Relied on the PO in Making Its Productions.

State Farm has already produced nearly 800,000 documents in reliance on the protections afforded by the PO.[12] State Farm has not designated all documents confidential, but those that are so designated include commercially sensitive claims handling procedures, Operational Guides, internal business strategies, and other proprietary information that State Farm maintains in secrecy from competitors. State Farm made these productions—including pursuant to the Court's Order granting Plaintiffs' Motion to Compel—with the understanding that the PO would prevent the wholesale public dissemination of this information. Consequently, modifying or dissolving the PO now would be presumptively and categorically unfair to State Farm, which relied on the PO's protections in making its productions. *See, e.g., AT&T Corp. v. Sprint Corp.*, 407 F.3d 560, 562 (2d Cir. 2005) ("A party's reliance on a protective order in making the disclosures required of it creates a presumption in favor of the order's preservation."); *S.E.C. v. Merrill Scott & Assocs.*, Ltd., 600 F.3d 1262, 1272 (10th Cir. 2010) ("[C]ourts should be wary of retroactive attempts to

[12] Over 600,000 of these documents are reproduced from other cases where they are subject to the confidentiality provisions of settlement agreements and/or protective orders. Even if the Court decides to lift the PO in this case—which it should not—the confidential designations for these documents should remain. Any other ruling would interfere with the jurisdiction of other courts and further undermine the reasonable reliance that allows the Oklahoma court system to function.

modify [protective orders] in ways that undermine the justified reliance . . . on a valid order circumscribing the use and availability of information disclosed through discovery.") (internal citations and quotations omitted).[13] Here, there has been no change in circumstances that would eliminate the harm State Farm will suffer if its confidential documents are made public and Plaintiffs have not identified any such changes. Consequently, modifying the PO "would impede discovery in future cases, because parties would be discouraged from disclosing documents for fear of forced disclosure later." *SRS Techs., Inc. v. Physitron, Inc.*, 216 F.R.D. 525, 530 (N.D. Ala. 2003). The Court should deny Plaintiffs' proposal accordingly.

C. There is No "Public Health and Safety" Interest That Overrides Confidentiality Protections for Discovery Materials.

Plaintiffs argue that the documents at issue relate to matters of "public health and safety" and that the Oklahoma Attorney General's ("AG") recent petition against State Farm (CJ-2026-1066)—which was filed after the Oklahoma Supreme Court reversed the AG's improper intervention in private litigation against State Farm and which State Farm is vigorously opposing as equally improper—demonstrates a public interest in disclosure. The applicable case law supports neither argument, however, and neither argument changes the analysis for discovery materials exchanged between private parties.[14] As the U.S. Supreme Court made clear in *Seattle*

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[13] *See also Wolters Kluwer Fin. Servs. Inc. v. Scivantage*, 2007 WL 1498114, at *6 (S.D.N.Y. May 23, 2007) ("Where there has been reasonable reliance by a party or deponent, a District Court should not modify a protective order granted under Rule 26(c) 'absent a showing of improvidence in the grant of [the] order or some extraordinary circumstance or compelling need.'") (quoting *S.E.C v. TheStreet.com*, 273 F.3d 222, 229 (2d Cir. 2001)) (internal quotations omitted).

[14] Plaintiffs' citation to the 31-year-old case of *Hammock*, 662 A.2d 546 (N.J., 1995) is misleading at best as it does not support their position even remotely. On the contrary, *Hammock*: (1) resolved the question of "whether the public has a right of access to judicial records and materials **filed with the court in civil litigation**," not materials produced in discovery, (2) made the quote Plaintiffs cherry-picked in relation to **prescription drugs**, not insurance, and (3) explicitly affirmed that "there must continue to be confidentiality of materials submitted in the discovery process. **The discovery delivered to a plaintiff's counsel under a protective order is not subject to public**

Times, the public right of access does not extend to discovery materials that have not been filed with the court. 467 U.S. at 33. Even materials that *are* filed may be sealed upon appropriate showing under 51 O.S. § 24A.29. The fact that the AG has filed a separate action does not transform discovery in this private lawsuit into public records. The AG's action involves different claims, different parties, and different discovery, and nothing prevents the Attorney General from obtaining through its own discovery whatever documents it needs—assuming its case proceeds at all. Perhaps more importantly, dissolving the PO would **<u>not</u>** serve the public interest. To the contrary, it would set a dangerous precedent that harms State Farm's competitive position by publicly disclosing proprietary business information, discourage future discovery cooperation from not just State Farm, but all corporations, and undermine the fundamental premise upon which protective orders facilitate the efficient exchange of information in civil litigation.

D. The Proper Remedy for Alleged Over-Designation Is the Challenge Process, Not Modification or Dissolution.

As Plaintiffs acknowledge, the PO already provides a specific mechanism for challenging confidentiality designations. Pls' Mot. at 9. Under ¶4, the receiving party may object to any designation, and if the parties cannot resolve the dispute through the meet-and-confer process, judicial review may be sought. Plaintiffs have not availed themselves of this process. Rather than challenge specific designations they believe are improper on a document-by-document basis as contemplated by their own PO language, Plaintiffs leap to the most extreme remedy available: wholesale modification or dissolution. This approach is contrary to the weight of authority. *See, e.g.*, *Cipollone*, 785 F.2d at 1121 (endorsing umbrella protective orders with challenge procedures

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access as long as it remains in the private domain of plaintiff's counsel." *Id.* at 548, 558 (emphasis added). The over 20-year-old *Shingara v. Skiles*, 420 F.3d 301 (3d Cir. 2005)—which involved an employment action in Pennsylvania and discovery related to public figures rather than private parties—is equally inapplicable. *See also supra*, Section I.

as an "appropriate allocation of burdens" that "allows discovery to proceed without undue delay," while at the same time permitting the receiving party to challenge specific designations); *see also S2 Automation LLC v. Micron Tech., Inc.*, 283 F.R.D. 671, 683 (D.N.M. 2012) ("Protective orders facilitate production. Corporations are quicker to release their documents if they know the information will not be revealed in the *Wall Street Journal* or in the local paper's business section the next day."). Even if the Court ultimately determines that some of State Farm's documents require de-designation, that would not warrant dissolution of the entire PO. Instead, the proper remedy would be de-designation of those specific documents—i.e., the exact mechanism the PO already provides. Plaintiffs' refusal to use that mechanism does not transform the mechanism into a basis for eliminating the PO entirely.

E. Lifting the PO Would Significantly Increase Burden on the Court and Parties.

As set forth above, the current PO facilitates, rather than hinders, efficient litigation, and lifting the PO would not eliminate the need for confidentiality protections—it would simply shift the mechanism from an efficient, agreed-upon process to protracted, document-by-document litigation over hundreds of thousands of documents. Indeed, Plaintiffs' proposal that State Farm seek *in camera* review of ***all documents*** it deems confidential would grind litigation to a halt as State Farm would be required to seek individualized protection for each of the more than 700,000 documents it has produced. As such, even if Plaintiffs' erroneous claim that "essentially every filing made by the parties in the case would have to be under seal" due to State Farm's designations were true, the burdens associated with document-by-document confidentiality assessment for everything State Farm produces would be exponentially greater than the burden and cost of adjudicating sealing motions, which are limited to discrete documents that relate to specific issues before the Court. Pls' Mot. at 2; *S2*, 283 F.R.D. at 682–83 ("The toll on the federal 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.").

Moreover, dissolving the PO would not preclude State Farm from filing motions to seal documents pursuant to 51 O.S. § 24A.29 or eliminate the Court's obligation to make sealing determinations under Oklahoma law—indeed, this is precisely what Plaintiffs' fourth requested form of relief explicitly seeks to require.[15] And while Plaintiffs complain about being "forced" to "file all of the motions or briefs, responses as well as the exhibits attached thereto" under seal, this burden on Plaintiffs is *de minimis* at best and is tied entirely to their own decisions on what to file. *See, e.g., United States v. Woods*, 2017 WL 11380132, at *1 (W.D. Ark. Nov. 6, 2017) ("The Court does not see how the requirement to file something under seal rather than on the public docket creates any impediment to motion practice."). Nothing about this single homeowner's case should necessitate filings that require reams of confidential material for support, and Plaintiffs' strategic decision to press for cumulative, irrelevant and overbroad discovery disconnected from their claim cannot justify PO dissolution on the grounds of self-imposed burdens. Simply put, State Farm should not need to sacrifice its competitive advantage in the market because of Plaintiffs' strategy of pursuing discovery with no connection to their case and including confidential information in their briefing for the sole purpose of manufacturing disputes.

IV. PLAINTIFFS PROVIDE NO SUPPORT FOR THEIR SEALING PROHIBITION THAT WOULD SUPPLANT WELL-ESTABLISHED SEALING STANDARDS.

While 51 O.S. § 24A.29 and § 24A.30 impose important procedural requirements before court records may be sealed, the final form of relief Plaintiffs seek—a blanket prospective prohibition on all future under-seal filings absent a "particularized showing of harm"—is itself a

[15] *See* Pls' Mot. at 18 ("Plaintiffs respectfully request an order of this Court that: . . . (4) prohibits the filing of any further motions, briefs, appendices or other documents under seal without a *specific* order of the Court that finds that *specific* documents, exhibits or portions of a filing be kept under seal based upon a particularized showing of harm.")(emphasis in original).

novel and overbroad remedy for which Plaintiffs provide no citation and that would prejudice State Farm's ability to protect legitimately confidential information in future filings. The proper procedure under 51 O.S. § 24A.29 and § 24A.30 is for the Court to evaluate sealing requests on a case-by-case basis as they arise, applying the least-restrictive-means standard and making the required findings of fact and conclusions of law as to whether there is a "compelling privacy interest". § 24A.30; *see also, e.g.*, *Matthews v. Black & Veatch Corp.*, 2021 WL 5988323, at *1 (W.D. Okla. Apr. 27, 2021) (applying the standard Oklahoma approach under which courts evaluate individual sealing requests on their merits as they arise and make findings with respect to specific documents based on compelling privacy interests, rather than issuing prospective blanket prohibitions requiring "particularized harm."). A prospective blanket prohibition on sealed filings in the absence of particularized harm, entered before State Farm has had the opportunity to make showings with respect to specific future documents under the statutory privacy standard, would effectively prejudge the confidentiality of documents not yet before the Court and have drastic consequences. *See, e.g.*, *Good*, 536 P.3d at 969 (endorsing the case-by-case approach and warning that "[o]rdering public disclosure of all sealed documents . . . could lead to severe, irreversible consequences and disclosure of information to the public that should not be accessible."). As such, the Court should affirm the language in the PO that requires that requests to file under seal be made by a motion that "conform[s] to the requirements set forth in 12 O.S. 3225(C)(2)," rather than categorically tying the possibility of future sealed filings to particularized harm.

CONCLUSION

For the foregoing reasons, the Court should deny Plaintiffs' Motion in its entirety. To the extent Plaintiffs believe specific designations are improper, the appropriate remedy is the challenge procedure set forth in ¶4 of the PO—not wholesale dissolution of the protections upon which State Farm relied in producing nearly 800,000 documents in response to Plaintiffs' overbroad discovery.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

This is to certify that on the 27th day of July, 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
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21 NW 4th Street, Suite 201
Lawton, OK 73505

ATTORNEYS FOR PLAINTIFFS

Exhibit A

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA
Comanche County
FILED in the
Office of the Court Clerk

MAY 21 2026

By__________
Deputy

NEIL and LACY WEST, *Plaintiffs,* v. STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC., *Defendants.*	CASE NO. CJ-2025-135

PROTECTIVE ORDER

All Parties to this litigation, defined as Plaintiffs Neil and Lacy West ("Plaintiffs"), Defendant State Farm Fire and Casualty Company ("State Farm"), and Defendant Nancy Holcomb Ins. Agency, Inc. ("Holcomb"), 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 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 51 Okla. Stat. §§ 24A.29-24A.30 and 12 Okla. Stat. § 3226(C)(2).

14. 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.

15. 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~~.

IT IS SO ORDERED THIS 21st day of May, 2026.

Grant Sheperd

THE HONORABLE GRANT SHEPERD
JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

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Michael Burrage, OBA No. 1350
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Attorneys for Defendants

Exhibit B

1065058139

AMF

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA
Comanche County
FILED in the
Office of the Court Clerk

MAY 04 2026

By [signature] Deputy

NEIL & LACY WEST, Plaintiffs.	)	
v.	)	Case No. CJ-2025-135
	)	
STATE FARM FIRE & CASUALTY, & NANCY HOLCOMB INSURANCE AGENCY, INC Defendants.	)	

COURT ORDER

NOW on this 4th day of May, 2026 the Court, after reviewing the competing Protective Orders finds as follows:

Good Cause has been shown to validate the entry of a Protective Order. The parties, unsurprisingly, are at opposite ends of the spectrum concerning the makeup of the Protective Order. The Court believes both Protective Orders contain valid provisions and hereby Orders the parties to abide by the proposed Protective Order attached as Exhibit 1. However, counsel for Plaintiff will amend their proposed Protective Order by adding paragraphs 30 and 31 which are attached as Exhibit 2. Paragraphs 30 and 31 will be renumbered as paragraphs 14 and 15 in the final Protective Order. If there is any confusion or disagreement concerning the contents of paragraphs 30 and 31 with the other provisions of the Protective Order then the provisions of paragraphs 30 and 31 will supersede and control.

Counsel for Plaintiff is to craft the final Protective Order and send to the Court and counsel for Defendant within 5 days of receipt of this Order.

Clerk to mail a copy of this order, with certificate of mailing, to the attorneys for the parties.

IT IS SO ORDERED.

JUDGE OF THE DISTRICT COURT

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST, *Plaintiffs*, v. STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC., *Defendants*.	CASE NO. CJ-2025-135

PLAINTIFFS' PROTECTIVE ORDER

Plaintiffs Neil and Lacy West submit the following proposed protective order. Plaintiffs propose the following terms:

All Parties to this litigation, defined as Plaintiffs Neil and Lacy West ("Plaintiffs"), Defendant State Farm Fire and Casualty Company ("State Farm"), and Defendant Nancy Holcomb Ins. Agency, Inc. ("Holcomb"), 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

COURT'S
EXHIBIT NO. 1
IDENTIFICATION/EVIDENCE
DKT.# __________
DATE: __________
PENGAD 800-631-6989

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 51 Okla. Stat. §§ 24A.29-24A.30 and 12 Okla. Stat. § 3226(C)(2).

IT IS SO ORDERED THIS _______ day of _________________, 2026.

____
THE HONORABLE GRANT SHEPERD
JUDGE OF THE DISTRICT COURT

(¶)14 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.

(¶)15 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