



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OCT - 9 2026

RICK WARREN
COURT CLERK

BILLY & 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

42

AGREED ORDER FOR DEPOSITION OF JON FARNEY

Plaintiffs, Billy and Lacy Hursh ("Plaintiffs"), and Defendants, State Farm Fire & Casualty Company ("State Farm"); Mark D. Welty and Mark D. Welty Insurance Agency (hereinafter "the Parties") submit this Agreed Order memorializing their agreement for the completion of the deposition of Jon Farney in accordance with the Order of this Court dated September 1, 2026, attached hereto as Ex. 1. In support of this Agreed Order, the Parties state as follows:

1. On September 1, 2026, the Parties appeared through counsel for a hearing on Defendant State Farm's Motion for Protective Order and to Quash Plaintiffs' Deposition Notice of State Farm's Chief Executive Officer Jon Farney ("State Farm's Motion to Quash").
2. After hearing the argument of counsel in open court, the Court denied State Farm's Motion to Quash and ordered the Parties to complete the deposition of Mr. Farney within 30 days. The Court further ordered that the deposition of Mr. Farney be limited to four hours, allowing the Parties to request more time if needed. *See* September 1, 2026 Minute Order, Exhibit 1 (the *Hursh* Order).
3. On August 14, 2026, the Honorable Grant Sheperd, Judge of the District Court in and for Comanche County, entered an Order allowing the deposition of Mr. Farney in *Neil and Lacy West v. State Farm Fire and Casualty Company and Nancy Holcomb Insurance Agency*, Case No. CJ-2025-135 (the "*West* Order"). The *West* Order limited the duration of Mr. Farney's deposition to four hours, and the subject matter of inquiry for the

AGREED ORDER FOR DEPOSITION OF JON FARNEY

deposition to: (a) State Farm's Fire Model Enhancement initiative; (b) the Fix Profit Task Force; and (c) information regarding these matters not fully covered with prior deponents.

4. Following the entry of this Court's September 1, 2026, Order and the *West* Court's August 14, 2026, Order, the Parties conferred in good faith to discuss a fair, equitable and efficient means for completing the deposition of Mr. Farney.
5. The Parties considered that Plaintiffs in both the *West* and *Hursh* cases are represented by the same counsel and that the testimony sought from Mr. Farney in each case is identical or substantially similar.
6. The Parties further considered the need to complete the ordered depositions of Mr. Farney without undue delay through further motion practice or appellate relief while balancing the need to protect the witness from unnecessary expense or burden.
7. Notwithstanding any now filed, pending or future De-Designation Motion, or any order granting such motions in whole or in part, the designation, treatment, use, disclosure, and provisional filing under seal of the Farney Documents shall be governed exclusively by this Agreed Order. In the event of any conflict between this Agreed Order and any order resolving a De-Designation Motion, this Agreed Order shall control with respect to the Farney Documents and testimony concerning their contents.
8. Considering these factors, the Parties reached an agreement, as set forth in this Agreed Order, for the completion of Mr. Farney's deposition on the following terms:
 - a. The Parties agree to conduct one deposition of Mr. Farney that shall apply to both the *Hursh* and *West* cases and shall satisfy compliance with the *Hursh* and *West* Orders;
 - b. The single deposition shall be limited to four hours on the record, forgoing requests for additional time absent extraordinary circumstances arising during the deposition warranting such relief which may be presented by Motion to the Court;
 - c. The Parties may inquire into Mr. Farney's personal knowledge of all issues relevant to the claims and defenses at issue in the *Hursh* and *West* cases consistent with 12 O.S. § 3226(A)(1);
 - d. State Farm's agreement to forgo further motion practice or appellate relief with respect to Mr. Farney's ordered deposition shall not constitute an admission, concession, or waiver by State Farm that plaintiffs in any other case are entitled to depose Mr. Farney, or that any testimony he provides pursuant to this Agreed Order is relevant, material, proportional, or admissible in the *Hursh* or *West* cases, or in any other proceeding. State Farm expressly reserves and does not waive all objections to the relevance, materiality, and admissibility of Mr. Farney's testimony for any and all purposes.

AGREED ORDER FOR DEPOSITION OF JON FARNEY

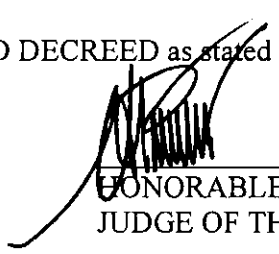
- e. State Farm agrees to conduct a targeted search for wind/hail-related documents and communications including Mr. Farney regarding the Fix Profit Task Force; Fire Model Enhancement and SEO (Senior Offsite Executive) meetings (the "Farney Documents"), which Plaintiffs have claimed are relevant in the *Hursh* and *West* cases, with responsive documents produced one week in advance of the scheduled deposition;
- f. To allow for completion of the search and production of the Farney Documents in *Hursh* and *West*, the Parties agree the examination of Mr. Farney will be completed on October 19, 2026, in Bloomington, Illinois, or on any other date mutually agreed to by the Parties.
- g. State Farm's production of the Farney Documents described above in subparagraph (e) is made solely in the interest of compromise, and to facilitate the timely completion of Mr. Farney's deposition in the *Hursh* and *West* cases. Neither this Agreed Order nor State Farm's production made pursuant to it shall constitute an admission, concession, or waiver by State Farm that the Fix Profit Task Force, Fire Model Enhancement, or any document or communication produced in connection with this agreement is relevant, material, proportional, or admissible in the *Hursh* or *West* cases, or in any other proceeding. State Farm expressly reserves and does not waive all objections to the relevance, materiality, and admissibility of such documents and communications for any and all purposes.
- h. Based on the nature and timing of the subject matter, State Farm reasonably anticipates that the Farney Documents may include recent, nonpublic business and financial analyses; information concerning State Farm's internal operations, performance, and business initiatives; and communications involving State Farm's President and Chief Executive Officer and other senior leaders concerning these matters. State Farm maintains that any such Farney Documents may constitute sensitive business or financial information not generally known outside State Farm, and State Farm may designate certain Farney Documents "confidential" to the extent warranted under the terms of the *Hursh* and/or *West* protective orders. To permit the production of the Farney Documents and the orderly completion of Mr. Farney's deposition without threshold motion practice, Plaintiffs agree that, until the completion of Mr. Farney's deposition, they will not challenge the confidentiality of any Farney Document that State Farm designates "confidential" and will treat it as such under the applicable protective order(s). This interim treatment does not constitute an admission by Plaintiffs that any specific document warrants a confidential designation and is without prejudice to either Party's right, after the deposition, to challenge or defend the designation of any particular document under the applicable protective order. Pending final resolution of any such challenge, as further set forth in subparagraph (i) below, the document at issue will continue to be treated in accordance with its designation. Plaintiffs agree that any filed, pending or future De-Designation Motion does not constitute a challenge to the confidentiality designation of any Farney Document. No general de-designation of documents, restriction on confidentiality designations, or restriction on filings under seal entered in response to any De-Designation Motion shall apply to the Farney Documents.

AGREED ORDER FOR DEPOSITION OF JON FARNEY

The confidentiality of the Farney Documents shall instead be determined separately under the procedures established in this Agreed Order and the applicable protective orders, and the parties shall continue to adhere to 12 O.S. § 3226(C)(2), 51 O.S. § 24A.29, and any applicable local rules when seeking to seal materials entered into the judicial record.

- i. To the extent Plaintiffs seek to challenge the confidentiality designation of any Farney Document after conclusion of Mr. Farney's deposition, Plaintiffs shall follow the challenge procedures set forth in the *Hursh* and *West* protective orders. If any Court de-designates any of the Farney Documents, State Farm is entitled to seek further review of any such order, via an application for a writ of mandamus/prohibition or other available avenues for review. Upon notice from any party of intent to appeal a ruling regarding de-designation the Parties shall not use or disseminate the challenged documents and shall further treat the documents or information as "confidential" until resolution of such objection or appeal.
- j. Subject to the rights reserved in subparagraphs (h) and (i), the protective orders in *Hursh* and *West* shall govern the use and disclosure of the Farney Documents, including the substance of information contained in those documents, that State Farm designates "confidential" under those orders. Any confidential Farney Document shall be used solely in connection with the prosecution of the *Hursh* and *West* cases, and for no other purpose, and in no other case, matter, or proceeding, except as otherwise permitted by the applicable protective order, by written agreement of the Parties, or by court order.
- k. Nothing in this Agreed Order purports to presumptively entitle either Party to file the Farney Documents under seal. A confidential designation alone is not sufficient to justify sealing any Farney Document entered into the judicial record, and a Party must first seek and obtain permission from this Court before such a document may be entered into the judicial record under seal.

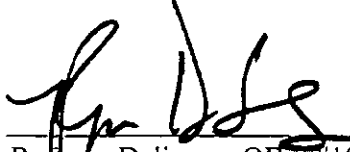
IT IS ORDERED, ADJUDGED AND DECREED as stated above.



HONORABLE AMY PALUMBO
JUDGE OF THE DISTRICT COURT

AGREED ORDER FOR DEPOSITION OF JON FARNEY

APPROVED:



R. Ryan Deligans, OBA #19793
Durbin, Larimore & Bialick, P.C.
920 North Harvey
Oklahoma City, OK 73102-2610
Telephone: (405) 235-9584
Facsimile: (405) 235-0551
rdeligans@dlb.net

-And-

Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
Jake Denne, OBA No. 35097
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102
Office: 405.516.7800
Facsimile: 405.516.7859
rwhitten@whittenburrage.com
mburrage@whittenburrage.com
bsonne@whittenburrage.com
hwhitten@whittenburrage.com
jsanders@whittenburrage.com
Attorneys for Plaintiff

s/ Lance E. Leffel (with permission)

Lance E. Leffel, OBA #19511
David D. Herber, OBA #33527
GableGotwals
BOK Park Plaza
499 W Sheridan Ave., Suite 2200
Oklahoma City, OK 73102
Telephone: (405) 235-5500
Facsimile: (405) 235-2875
llefel@gablelaw.com
dherber@gablelaw.com
Attorneys for Defendants