



FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OCT 19 2026

RICK WARREN
COURT CLERK

42

BILLY & LACY HURSH,

Plaintiffs,

v.

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

Defendants.

Case No. CJ-2025-2626
Honorable Amy Palumbo

**PLAINTIFFS' RESPONSE AND OBJECTION TO DEFENDANT STATE FARM FIRE
AND CASUALTY COMPANY'S MOTION TO STRIKE PLAINTIFFS' SUPPLEMENT
TO PLAINTIFFS' MOTION TO COMPEL RE-PRODUCTION OF ELECTRONICALLY
STORED INFORMATION IN THE FORM DEFENDANT STATE FARM ELECTED**

COMES NOW the Plaintiffs, by and through counsel of Whitten Burrage, hereby submits the following Response and Objection to State Farm's Motion to Strike Plaintiffs' Supplement to Plaintiffs' Motion to Compel Electronically Stored Information ("ESI") in the Manner State Farm Elected ("Motion"). State Farm's Motion is unsupported by the controlling law, the facts, and by the orders of this Court.

On September 23, 2026, Plaintiffs filed a supplement to their Motion to De-Designate and Strike Confidentiality, laying out Judge Sheperd's order de-designating various documents and informing this Court of an issue which arose regarding a document produced in this case. *See* Pls' 9/23/2026 Sup.¹ Plaintiffs pre-emptively filed their Motion, challenging the confidentiality of Exhibit 133, or HUR00158701-19, which this Court is currently reviewing *in-camera*. *Id* at p. 7-8 ("Plaintiffs expect it to be raised and preemptively raise this issue with this Court before next week's depositions take place. Furthermore, despite disagreeing that such testimony cited or documents filed as Exhibits to this Motion meet the standard for filing under seal, Plaintiffs are doing so because it is up to this Court to determine what is and is not privileged and until this Court does so, Plaintiffs will file under seal to cooperate with State Farm's overbroad designations of confidentiality on both documents sought to be used in public pleadings and testimony which relates to intentional bad faith efforts to reduce claim payments.").

In Plaintiffs' Supplement, Plaintiffs laid out that Exhibit 133 is not confidential for several reasons. First, the Protective Order requires the designating party has the burden of establishing confidentiality, which it has not. *See* Ex. 3, Hursh Protective Order at p. 3 ("The fact a document has been designated as "Confidential" shall not create a presumption the document is, in fact,

¹ Plaintiffs adopt and incorporate all evidence and arguments laid out in Plaintiffs' Supplement to Plaintiffs' Motion to De-Designate filed on September 23, 2026 as if laid out verbatim herein.

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."**

Second, the Protective Order specifically states that claim handling on first party insureds claims are NOT trade secrets. (See Protective Order, at ¶3(a)(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.")

Furthermore, on this subject, one court wrote:

The proposed order...permits any party, in his or its *unfettered discretion*, to make as "Confidential Material" or designate as "Confidential" essentially *anything that that party wishes to keep from public view*. * * * In this Court's experience, such orders regularly result in *vast amounts of documentation being deemed confidential* when in fact there is *no valid basis* therefore. * * * Just given the names of the corporate defendants, *the Court can only assume that the nature of the businesses involved here have to do with the promotion and sale of insurance and other financial products*. *If so, these are hardly the kinds of businesses deeply steeped in trade secrets and other truly confidential materials*. * * * [Such orders] are not favored by this Court.

Kruanelis v. Sentinel Benefits Group, Inc., 2000 WL 33159206 (Mass. Super. Ct.) (emphasis added). See also *Star Scientific, Inc. v. Carter*, 204 F.R.D. 410, 416 (S.D. Ind. 2001) (holding that portion of protective order giving the parties "unilateral authority" to designate documents as confidential was "over-broad").

This is because first party claim handling materials cannot be considered trade secret or proprietary under Oklahoma law. See e.g. *Beers v. Hillory*, 2010 OK CIV APP 99, ¶ 30, 241 P.3d

285 (“The Unfair Claims Settlement Practices Act can provide the district court for guidance in determining whether particular conduct on the part of an insurer is unreasonable and sufficient to constitute a basis for a bad faith claim.”); 36 O.S. § 1250.5(1-2) (Provision of the Oklahoma Unfair Claims Settlement Practices Act) (“1. 1. Failing to fully disclose to first-party claimants, benefits, coverages, or other provisions of any insurance policy or insurance contract when the benefits, coverages or other provisions are pertinent to a claim; 2. Knowingly misrepresenting to claimants pertinent facts or policy provisions relating to coverages at issue[.]”); 36 O.S. § 1250.7 (Provision of the Oklahoma Unfair Claims Settlement Practices Act) (“No property and casualty insurer shall deny a claim because of a specific policy provision, condition, or exclusion unless reference to such provision, condition, or exclusion is included in the denial. A denial shall be given to any claimant in writing, and the claim file of the property and casualty insurer shall contain a copy of the denial.”); *Christian v. American Home Assur. Co.*, 1977 OK 141, ¶ 12, 577 P.2d 899 (An insurer must act fairly when adjusting a claim.); *Milroy v. Allstate Ins. Co.*, 2007 OK CIV APP 6, ¶18, 151 P.3d 922 (“The duty of good faith and fair dealing is inherent in every contract of insurance.”).

Third, it is well established that the mere inclusion of a lawyer as a recipient of a copy of a draft document circulated by one business person to other business people seeking comments on the draft would not, standing alone, warrant the protection of the attorney-client privilege. *See, e.g., In re Grand Jury Proceedings*, 616 F.3d 1172, 1182 (10th Cir. 2010) (citation omitted) (“[T]he mere fact that an attorney was involved in a communication does not automatically render the communication subject to the attorney-client privilege”); *Guardiola v. Adams County School District No. 14*, 2019 WL 5535224, *2 (D. Colo. 2019) (“The Court [was not] persuaded by Defendants’ argument that chain e-mails, which are now routine in a wide variety of

transactions, should be subject to the privilege, in their entirety, merely because one or more links in the chain come from legal counsel.”); *A.H. ex rel. Hadjih v. Evenflo Co., Inc.*, 2012 WL 1957302, *6 (D. Colo. 2012); *Colton v. U.S.*, 306 F.2d 633, 639 (2d Cir. 1962) (“[P]re-existing documents and financial records not prepared by the [clients] for the purpose of communicating with their lawyer in confidence ... have acquired no special protection from the simple fact of being turned over to an attorney.”); *Valassis Communications, Inc. v. News Corporation*, 2018 WL 4489285, *3 (S.D. N.Y. 2018) (“The mere inclusion of a lawyer as a recipient of a copy of a draft document circulated by one business person to other business people seeking comments on the draft would not, standing alone, warrant the protection of the attorney-client privilege.”); *Upjohn Co. v. U.S.*, 449 U.S. 383, 396, 101 S. Ct. 677, 66 L. Ed. 2d 584, 7 Fed. R. Evid. Serv. 785, 30 Fed. R. Serv. 2d 1101 (1981) (“[The client] may not refuse to disclose any relevant fact within his knowledge merely because he incorporated a statement of such fact into his communication to his attorney.” (quoting *City of Philadelphia v. Westinghouse Elec. Corp.*, 205 F. Supp. 830, 831, 5 Fed. R. Serv. 2d 546 (E.D. Pa. 1962))); *Federal Trade Commission v. Abbvie Inc.*, 2016 WL 4478803, *3 (E.D. Pa. 2016) (“Pre-existing, non-privileged documents do not become privileged merely because they were later sent to an attorney. Every document sent to counsel in relation to a patent application is not automatically deemed privileged.”); *Federal Trade Commission v. Innovative Designs, Inc.*, 104 Fed. R. Evid. Serv. 727, 2017 WL 4310236, *7 (W.D. Pa. 2017) (“A party cannot avail itself of the protection of attorney-client privilege simply because a communication was routed through or copied to counsel.”).

Fourth, even if this Court found some communications herein were attorney client privileged, State Farm’s usage of attorney-client services to perpetrate a fraud against its policyholders would mean there was no privilege to this document. Oklahoma law has long

acknowledged a crime/fraud exception to the attorney-client privilege. For example, Oklahoma

Professional Rule of Professional Conduct 1.6 provides:

A lawyer may reveal information relating to representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to prevent the client from committing:

(i) a crime; or

(ii) a fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services;

(3) to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services, provided that the lawyer has first made reasonable efforts to contact the client so that the client can rectify such criminal or fraudulent act, but the lawyer has been unable to do so, or the lawyer has contacted the client and called upon the client to rectify such criminal or fraudulent act and the client has refused or has been unable to do so;

See also 12 O.S. § 2502 (“D. There is no privilege under this section: 1. If the services of the attorney were sought or obtained to enable or aid anyone to commit or plan to commit what the client knew or reasonably should have known to be a crime or fraud;”).

On September 28, 2026, the parties conducted a hearing on Plaintiffs’ Motion to De-Designate, and the parties discussed Exhibit 133 and the lack of meta-data on Exhibit 133, specifically requesting State Farm provide the meta-data on Exhibit 133 to this Court and to Plaintiffs.² This Court heard arguments related to missing meta-data of Exhibit 133, and never once did State Farm claim its privilege claims prevented meta-data from being compelled or produced.

Thereafter, the parties conducted corporate representative depositions in this Court’s courtroom and State Farm explicitly instructed their corporate representative not to answer

² Plaintiffs will supplement the transcript from September 28, 2026 but as of October 19, 2026, the record is not final.

questions about Exhibit 133. *See* Ex. 1, Stewart 9/29/30 Depo. at 224:14-20 ([State Farm Counsel]: I wanted to let you get his familiarity, whether he had seen the document, but this is subject to the claw back letter. It's subject to a pending motion. So to the extent that you're asking him substantive questions about the contents of this document, we're going to assert the attorney-client privilege, at this point."). This caused Plaintiffs' counsel to seek guidance from this Court.

During the discussion with this Court, it came out that State Farm had produced five different versions with different redactions of each, further evidencing that this document is not confidential or privileged, because several attorneys reviewed this document and made different, inconsistent redactions. *See* Ex. 2, Hrg. Trms. 9/29/2026 from Stewart Depo. at 10:21-24 ("I believe there are five different versions of this document with different redactions[.]").

Thereafter, this Court ruled that the witness must answer questions about Exhibit 133, and to the extent this Court found any part of the document confidential, that testimony could be struck. Ex. 1, 229:7-16 ("[Plaintiffs' Counsel]: Is it your understanding that the Court has, essentially, ordered that we can ask you about Exhibit 133? [Witness] From what I could hear, I believe that was the ruling of the Court. [State Farm's Counsel]: I will just interject. I understood that to be the ruling.>").

On October 2, 2026, Plaintiffs filed their Motion to Compel ESI. *See* Pls' 10/2/2026 MTC. On October 8, 2026, Plaintiffs filed their Supplement to their Motion to Compel ESI, informing this Court of the meta-data missing from Exhibit 133 for this Court to have all the relevant information while conducting her *in-camera* review. *See* Pls' 10/8/2026 Supp to MTC. This is the supplement State Farm seeks to strike, claiming "Plaintiffs were required to 'return, sequester, or destroy' those materials and could not 'use or disclose' them until the privilege claims were resolved." Motion at p. 1. However, State Farm is well-aware that is not the Order of this Court,

because State Farm's lawyers conceded on the record that this Court ordered Plaintiffs can rely on Exhibit 133 while this Court conducts its review and before this Court makes its findings on the confidentiality of Exhibit 133. Ex. 1, 229:7-16 ("[Plaintiffs' Counsel]: Is it your understanding that the Court has, essentially, ordered that we can ask you about Exhibit 133? [Witness] From what I could hear, I believe that was the ruling of the Court. [State Farm's Counsel]: I will just interject. I understood that to be the ruling.").

Another reason State Farm's Motion fails, outside of this Court already ruling on this issue at the Stewart deposition while reviewing Exhibit 133 *in-camera*, is that Plaintiffs filed their supplement under seal, so State Farm suffers no prejudice by Plaintiffs relying on such exhibit. A party's confidentiality-based prejudice argument is negated when the document in question has been filed under seal, because the seal operates as the precise mechanism designed to protect confidential information from public disclosure. *See* Ex. 3, Hursh Protective Order.

Not only are motions to strike disfavored under Oklahoma law, (*SFF-TIR, LLC v. Stephenson*, 250 F. Supp. 3d 856, 979, (N.D. Okla. 2017)), but this Motion fails because this Court has already ruled that Plaintiffs can use Exhibit 133 while this Court conducts an *in-camera* review, the law does not support striking a pleading filed under seal, and this brief is premature because this Court is already reviewing Exhibit 133 and has not yet made a finding if it is or is not privileged.

CONCLUSION

State Farm's Motion fails under the applicable facts, law and orders of this Court. As such, its request to strike should be denied outright. Plaintiffs additionally seek fees and costs related to this Motion.

Respectfully submitted,



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@whittenburragelaw.com
mburrage@whittenburragelaw.com
bsonne@whittenburragelaw.com
hwhitten@whittenburragelaw.com
jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

-and-

Patrick F. Collogan, OBA #30529
Biby Law Firm
6305 E. 120th Ct., Suite F
Tulsa, OK 74137
918-574-8458
888-572-8263 (fax)
pat@bibylaw.com

-and-

R. Ryan Deligans, OBA #19793
Andrew M. Gunn, OBA #19470
920 North Harvey
Oklahoma City, OK 73102-2610
Telephone: (405)235-9584
Facsimile: (405)235-0551
rdeligan@dlb.net
agunn@dlb.net
ATTORNEYS FOR PLAINTIFFS

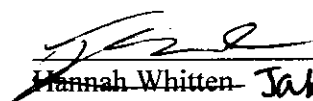
CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of October, 2026, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

Carrie McNeer
Grant A. Fitz
GABLEGOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
(918) 595-4800
(918) 595-4990 (fax)
cmcneer@gablelaw.com
gfitz@gablelaw.com

-and-

Lance E. Leffel
GABLEGOTWALS
BOK Park Plaza
499 W. Sheridan Ave. Suite 2200
Oklahoma City, OK 73102
lleffel@gablelaw.com
(405) 235-5500
(405) 235-2875 (fax)
ATTORNEYS FOR DEFENDANTS


~~Hannah Whitten~~ *Take Denne*

1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

2

3 BILLY & LACY HURSH,

4 Plaintiffs

5 vs.

No. CJ-2025-2626

6 STATE FARM FIRE AND CASUALTY
COMPANY; MARK D. WELTY; and
7 MARK D. WELTY INSURANCE
AGENCY, INC.,

8

Defendants.

9

10

11 VIDEOTAPED DEPOSITION OF WAYNE STEWART

12 Taken on Behalf of the Plaintiffs

13 On September 29, 2026, beginning at 9:23 a.m.

14 In Oklahoma City, Oklahoma

15

16 APPEARANCES:

17 Appearing on behalf of the PLAINTIFFS

18 Hannah Whitten
Reggie N. Whitten
19 Blake Sonne
Michael Burrage
20 Autumn Hobbs
WHITTEN BURRAGE
21 512 North Broadway, Suite 300
Oklahoma City, Oklahoma 73102
22 405-516-7810
hwhitten@whittenburrage.com
23 Rwhitten@whittenburrage.com
bsonne@whittenburrage.com
24 mburrage@whittenburrage.com

25 (Appearances continued on next page)

EXHIBIT

1

1 for State Farm's property and casualty claims
2 department, including but not limited to its focus
3 on what State Farm can or could do to improve
4 quality and/or lower its indemnity payments related
5 to roofs?

6 A I was designated as the corporate witness
7 on Topic 1, which is, I believe, what you just read.

8 Q Okay. And if you'll look at the front
9 page on Exhibit 133, you'll see that Scott Welsh
10 sent an email to several executives at State Farm
11 with the subject "SEO Fire Claims Service & Quality
12 Update." Did I read that correctly?

13 MR. LEFFEL: I'm going to interject the
14 objection here. I wanted to let you get his
15 familiarity, whether he had seen the document, but
16 this is subject to the clawback letter. It's
17 subject to a pending motion. So to the extent that
18 you're asking him substantive questions about the
19 contents of this document, we're going to assert the
20 attorney-client privilege at this point.

21 MS. WHITTEN: Well, I will allow you to
22 instruct the witness not to respond. I would say
23 that, at this point in time, this document is
24 subject to review; however, it was produced to us,
25 and we did discuss yesterday in front of the Court

1 up there, but we did have to ask the Court for
2 guidance.

3 When I was asking you about Exhibit 133,
4 it was my recollection that the last thing you had
5 testified to was, "I'm going to abide by my
6 counsel's instructions and not testify to this
7 document." Is it your understanding that the Court
8 has, essentially, ordered that we can ask you about
9 Exhibit 133?

10 A From what I could hear, I believe that was
11 the ruling of the Court.

12 MR. LEFFEL: I will just interject. I
13 understood that to be the ruling. I am preserving
14 my objection. I'm not going to assert it on every
15 questions, but we have an understanding that I'm
16 objecting to the question based on the privilege.

17 MS. WHITTEN: And I totally understand
18 that, Lance.

19 MR. LEFFEL: Okay.

20 MS. WHITTEN: I would never argue that
21 you've waived that today. I promise. So --

22 MR. LEFFEL: I'm out of your record for
23 this document.

24 BY MS. WHITTEN:

25 Q Okay. So if you look at the front page of

1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

2

3 BILLY & LACY HURSH,

4 Plaintiffs

5 vs.

No. CJ-2025-2626

6 STATE FARM FIRE AND CASUALTY
COMPANY; MARK D. WELTY; and
7 MARK D. WELTY INSURANCE
AGENCY, INC.,

8

Defendants.

9

10

11 HEARING ON WHETHER DEPONENT
CAN TESTIFY TO PLAINTIFFS' EXHIBIT 133
12 Before Honorable Judge Amy Palumbo
On September 29, 2026, beginning at 2:49 p.m.
13 In Oklahoma City, Oklahoma

14

15 APPEARANCES:

16 Appearing on behalf of the PLAINTIFFS

17 Hannah Whitten
Reggie N. Whitten
18 Blake Sonne
Michael Burrage (via Zoom)
19 Autumn Hobbs, Legal Assistant
WHITTEN BURRAGE
20 512 North Broadway, Suite 300
Oklahoma City, Oklahoma 73102
21 405-516-7810
hwhitten@whittenburrage.com
22 Rwhitten@whittenburrage.com
bsonne@whittenburrage.com
23 mburrage@whittenburrage.com

24

25 (Appearances continued on next page)

EXHIBIT

2

1 There was a version of the document. I
2 think it is a version -- I don't know if it was
3 marked Exhibit 133 at Mr. Herbert's deposition or
4 not, but in the --

5 THE COURT: May I see that?

6 MS. ZOLNER: You sure can.

7 MR. SONNE: It was.

8 MS. WHITTEN: It is this exact document.

9 THE COURT: Is it the same thing as my
10 Number 14?

11 MS. WHITTEN: Yes, Your Honor.

12 THE COURT: Okay.

13 MS. WHITTEN: It is the exact document as
14 presented in this Court.

15 MS. ZOLNER: So --

16 THE COURT: Just for clarification, in the
17 redacted version?

18 MS. WHITTEN: Yes.

19 THE COURT: Okay.

20 MS. ZOLNER: So just first principles, a
21 few basic facts. I believe there are five different
22 versions of this document with different redactions,
23 so when this version was used during Mr. Herbert's
24 deposition, Timila Rother, who I believe you know,
25 immediately said, "We think this is privileged."

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

EXHIBIT

3

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:

Reggie Whitten

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
idenne@whittenburrage.com

Attorneys for Plaintiffs



Lance E. Leffel
Ashlyn M. Smith
GABLE GOTWALS
BOK Park Plaza
499 W. Sheridan Ave., Suite 2200
Oklahoma City, OK 73102
llefel@gablelaw.com
asmith@gablelaw.com

Carrie B. McNeer
Grant A. Fitz
GABLE GOTWALS
110 N. Elgin Avenue
Suite 200
Tulsa, OK 74120-1490
cmcneer@gablelaw.com
gfitz@gablelaw.com

Attorneys for Defendant State Farm, Defendant Mark D. Welty, and Defendant Mark D. Welty Insurance Agency, Inc.