

Alabama Supreme Court Docket No. SC-2025-0918

IN THE SUPREME COURT OF ALABAMA

EX PARTE STATE FARM FIRE AND CASUALTY COMPANY,
PETITIONER,

RE:

JAMES M. FOOR and
KRYSTINA FOOR,

Plaintiffs,

v.

STATE FARM FIRE AND
CASUALTY COMPANY,

Defendant.

From the Circuit Court of Bullock
County, Alabama

Case No. CV-2025-900001

Hon. Burt Smithart
Presiding

AMENDED PETITION FOR WRIT OF MANDAMUS

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STATEMENT REGARDING ORAL ARGUMENT

Petitioner State Farm Fire and Casualty Company (“State Farm”) does not request oral argument. State Farm respectfully submits that the legal principles governing protection of confidential and trade secret information in discovery are well settled under this Court’s precedent, and those principles plainly require issuance of the writ. This Court has never addressed—much less approved—a “sharing” protective order approaching the scope authorized below, nor has it ever confronted a “sharing order” in the insurance context. While the mechanism is novel, the controlling law is not: even far more restrictive protective orders have been held “clearly inadequate” by this Court. However, should the Court have questions after review of the Petition, State Farm is prepared to present oral argument to ensure a sufficient discussion of why the writ is necessary.

AMENDED¹ PETITION FOR WRIT OF MANDAMUS

State Farm petitions this Court for a writ of mandamus directing the Bullock County Circuit Court to vacate its October 30, 2025, Protective Order and to enter, in its place, a non-sharing protective order that protects State Farm's trade secrets and confidential information to the maximum extent practicable.

STATEMENT OF THE CASE AND FACTS NECESSARY TO UNDERSTAND THE ISSUES PRESENTED

1. This case stems from a single-claim homeowners dispute from a January 2024 storm at Plaintiffs James and Krystina Foor's residence in Union Springs, Alabama. The amount in controversy associated with the valuation difference between estimates is approximately \$4,800. Plaintiffs assert claims for breach of contract and bad faith against their insurer, State Farm, based in part on an alleged systemic practice to reduce roof payouts. (Doc. 2, Complaint, attached hereto as App'x A).

2. In discovery, Plaintiffs sought enterprise-level materials that include State Farm's confidential and trade secret processes and operations information. (*See* Doc. 76, Plaintiffs' Motion to Compel,

¹ State Farm amended this filing to update font sizing.

attached hereto as App'x B). Although many of the requested materials were unrelated to the dispute at issue, State Farm agreed to produce targeted, case-specific proprietary information under a protective order that is the same or substantially similar to protective orders Plaintiffs' counsel has agreed to in other cases against State Farm.² (See Doc. 99, State Farm's Response to Plaintiffs' Motion to Compel, attached hereto as App'x C). This standard protective order does not allow for sharing of confidential or trade secret information with parties outside of this litigation.

3. Plaintiffs instead sought a "sharing" regime on September 24, 2025. Instead of protecting State Farm's proprietary information (the purpose of a protective order), the proposed regime would allow Plaintiffs to disseminate State Farm's confidential and trade secret material produced in this case to (1) other plaintiffs' counsel nationwide pursuing separate claims against State Farm, and (2) unnamed governmental

² See, e.g., *Lang et al v. State Farm Fire & Casualty Company*, Case No. 4:21-CV-01301-CLM (N.D. Ala.) (Docs. 8, 9); *Vance v. State Farm Fire & Casualty Company*, Case No. 2:22-CV-00484-GMB (N.D. Ala.) (Docs. 14, 15); *Simmons et al v. State Farm Fire & Casualty Company*, Case No. 2:23-CV-00196-NAD (N.D. Ala.) (Doc. 22).

entities nationwide. (Doc. 81, Plaintiffs' Motion for Entry of Sharing Protective Order, attached hereto as App'x D).

4. State Farm opposed the proposed sharing regime and, alternatively, tendered a proposed non-sharing protective order (the form protective order used in other insurance disputes) on October 17, 2025.³ (Doc. 92, State Farm's Motion for Protective Order to Stay Plaintiffs' Discovery Motions or, in the Alternative, to Set a Hearing, attached hereto as App'x F; Doc. 102, State Farm's Response to Sharing Protective Order and Motion for Entry of Standard Protective Order, attached hereto as App'x G).

³ In a similar federal matter, *Parker v. State Farm Fire and Casualty Company*, Case No. 2:25cv-00281-NAD, (U.S. District Court for the Northern District of Alabama), State Farm moved the Hon. Nicholas A. Danella for entry of this same standard protective order (only citing the Federal Rules of Civil Procedure, instead of the Alabama rules applicable here), on October 30, 2025. Judge Danella granted State Farm's motion for protective order "to the extent that any protective order agreed upon by the parties shall not be a 'sharing' protective order," specifically noting that the "requested sharing provision is inappropriate. We are focused on discovery in this case. This is not a class action, not an MDL. It is not any other sort of collective action or coordinated action." (Parker Submissions, attached hereto as App'x E at 10, 8:8-11. Judge Danella entered State Farm's requested protective order over Plaintiffs' objection on November 20, 2025. (*Id.* at 43-52).

5. On October 20, 2025, the court held a hearing on the competing protective-order proposals and thereafter entered a “sharing” Protective Order (the “Protective Over”) without an accompanying memorandum opinion that authorizes Plaintiffs’ counsel to use State Farm’s confidential and trade secret information not only in this case, but also **“in any cases in which counsel for the Foors also represent parties that have made claims of bad faith against State Farm relative to a roof claim,”** without any geographic, jurisdiction, or venue limitations. (Doc. 116, Protective Order, attached hereto as App’x H).

6. The Protective Order further authorizes disclosure of State Farm’s confidential and/or trade secret information to **“any governmental agency”** that has “oversight authority to study issues pertinent to the insurance product at issue,” with only 10 days’ notice to State Farm. (*Id.* at 4). Once disclosed to such agencies, State Farm’s confidential and trade secret information could be subject to FOIA or state open-records requests, exposing it to the public and State Farm’s competitors.

7. Noticeably absent from the Protective Order is any requirement that a third party execute a certification before receiving information subject to the Protective Order, certifying that they agree to be bound by the Protective Order, to maintain confidentiality or custody controls, and to submit to the jurisdiction of the court for enforcement purposes. (*Id.*).

8. On November 7, 2025, State Farm moved to stay proceedings to permit mandamus review, explaining that the Protective Order's sharing provisions failed to adequately safeguard State Farm's confidential and trade secret information. (Doc. 121, State Farm's Motion to Stay, attached hereto as App'x I). The trial court set the stay motion for a hearing on December 8, 2025. (Doc. 127, Order, attached hereto as App'x J).

9. While the motion to stay was pending, on November 20, 2025, the court compelled production of nationwide, enterprise-wide materials untethered to this claim, many containing confidential and/or trade secret information, with production due December 4, 2025 (four days before the hearing on State Farm's motion to stay). (Doc. 133, Order Compelling Production, attached hereto as App'x K).

10. State Farm filed a Renewed Motion to Stay on November 24, 2025, again noting the need for this Court's guidance regarding the Protective Order and the irreparable harm State Farm would face if required to produce confidential and/or trade secret information. (Doc. 136, State Farm's Renewed Motion to Stay, attached hereto as App'x L). State Farm filed a supplement to its renewed motion on December 1, 2025, noting that Plaintiffs' counsel had no objection to extending the deadline for State Farm to comply with the production order until December 22, 2025. (Doc. 139, State Farm's Supplement to Its Renewed Motion to Stay, attached hereto as App'x M).

11. The motion to stay and renewed motion to stay remain pending as of the date of this filing. State Farm has filed contemporaneously with this petition an emergency motion for an expedited order to stay the production requirement and maintain the status quo pending this Court's review.

12. Absent an order from this Court vacating the "sharing" Protective Order, State Farm will be prejudiced by continuing with discovery because there is nothing preventing Plaintiffs' counsel from immediately sharing State Farm's confidential and trade secret

information in any case in which they appear in any other state or jurisdiction (or with unnamed governmental agencies).⁴

ISSUES PRESENTED AND RELIEF SOUGHT

The issue presented is whether the trial court exceeded its discretion by entering a “protective” order that, instead of safeguarding the confidentiality of State Farm’s confidential and/or trade secret information, allows Plaintiffs’ counsel to share such information with third parties that are strangers to this matter and who are not bound, in turn, to protect the information disseminated. Alabama law provides State Farm a legal right to protect its confidential and trade secret information. While Plaintiffs’ counsel is entitled to relevant confidential and trade secret information for use in *this* case, that entitlement does not include carte blanche authority to redistribute that information to

⁴ For the Court’s information, State Farm anticipates that amici will file briefs in support of State Farm’s petition by December 12, 2025, i.e. within the presumptively reasonable time that State Farm had for filing a petition, as is allowed by Rule 29. *Ex parte Hoyt*, 984 So. 2d 424, 425-26 (Ala. Civ. App. 2007) (stating that 42 days is a presumptively reasonable time for filing a mandamus petition); Ala. R. App. P. 29(d) (stating that “[u]nless otherwise provided by the court, the brief of an amicus curiae shall be filed within the time allowed the party whose position on the appeal the amicus brief will support”).

other parties (litigants, courts, or governmental agencies) outside of this particular matter.

State Farm respectfully asks this Honorable Court to issue a writ of mandamus directing the Circuit Court of Bullock County to vacate its Order of October 30, 2025, and to issue a proper protective order that does not contain any “sharing” provision granting power to Plaintiffs’ counsel to disclose State Farm’s confidential material to third parties.

STANDARD OF REVIEW

It is well settled that

[a] writ of mandamus is an extraordinary remedy, and it will be issued only when there is: 1) a clear legal right in the petitioner to the order sought; 2) an imperative duty upon the respondent to perform, accompanied by a refusal to do so; 3) the lack of another adequate remedy; and 4) properly invoked jurisdiction of the court. *Ex parte United Serv. Stations, Inc.*, 628 So. 2d 501, 503 (Ala. 1993). A writ of mandamus will issue to compel the exercise of a trial court’s discretion, but it will not issue to control or to review a court’s exercise of its discretion unless an abuse of discretion is shown. *Ex parte Auto-Owners Ins. Co.*, 548 So. 2d 1029 (Ala. 1989).

Ex parte Foremost Ins. Co., 403 So. 3d 142, 147 (Ala. 2024) (quoting *Ex parte Yarbrough*, 788 So. 2d 128, 132 (Ala. 2000)) (internal quotations omitted). While discovery matters are within the trial court’s discretion, the Court can reverse a ruling on a discovery issue where the trial court

“clearly exceeded its discretion.” *Home Ins. Co. v. Rice*, 585 So. 2d 859, 862 (Ala. 1991).

Under Alabama law, “a discovery order may be reviewed by a petition for a writ of mandamus . . . when a privilege is disregarded,” such as the trade secret privilege. *See Ex parte Indus. Warehouse Servs., Inc.*, 262 So. 3d 1180, 1183-84, 1188 (Ala. 2018) (granting a petition for writ of mandamus in part and ordering that the trial court enter a protective order that “provides adequate protection for [defendant’s] trade secrets”).

REASONS WHY THE WRIT SHOULD ISSUE

- I. The “sharing” Protective Order fails to adequately safeguard State Farm’s confidential and trade secret information as required by Alabama law.**
 - A. Mandamus relief is required because State Farm faces immediate and irreparable harm if compelled to disclose confidential and trade secret information without adequate safeguards.**

Compelling production under the Protective Order exposes State Farm to immediate, irreparable competitive harm. This risk arises because the information at issue—including, for example, State Farm’s proprietary Operation Guides (“OGs”), Standard Claim Processes

(“SCPs”), and Jurisdictional References (“JR”)⁵—embody confidential and trade secret claims-handling procedures, methods, and systems. State Farm has honed these materials over decades and has safeguarded them from public disclosure through rigorous access controls, employee Code-of-Conduct mandates, and prior protective orders. (Affidavit of John Carter at ¶¶ 9-11 (App’x G at 38-39); Affidavit of Michael Carter at ¶¶ 9, 19-20 (attached hereto as App’x N)). As State Farm Claims Consultant Michael Carter attested, the 70-Series OGs (e.g., OG 70-94 and OG 70-96) furnish a detailed “blueprint” for engaging experts, deploying internal tools, and executing file-handling steps to resolution—non-regulatory innovations that confer a critical market edge. (App’x N at ¶¶ 12-16). Similarly, State Farm Process Manager John Carter

⁵ Below, Plaintiffs did not contest the confidential and trade-secret protected nature of these documents that would be immediately subject to production following entry of a protective order, and the trial court did not make a finding that any documents at issue were not confidential and/or trade secret. *Andrews v. Merritt Oil Co.*, 612 So. 2d 409, 410 (Ala. 1992) (“This Court cannot consider arguments raised for the first time on appeal . . .”). As demonstrated below and herein, State Farm has good cause to protect from disclosure these confidential and trade secret materials. Ala. R. Civ. P. 26(c)(7). State Farm reserves the right to separately present its arguments supporting protection of any additional documents compelled after entry of the Protective Order—an issue not currently before this Court.

averred that the SCPs and JRs were prepared by highly experienced claims and legal personnel, are among State Farm’s “most valuable assets,” and are not generally known by other competitors. (App’x G at 37, ¶¶ 4-5). Disclosure would enable rivals to replicate these processes cost-free, inflicting the “triple threat” of competitors’ undue gains, State Farm’s unrecouped investments, and eroded market share. (App’x N at ¶¶ 16-17; App’x G at 38, ¶ 8).

With the trial court’s October 30 “sharing” Protective Order now entered, Rule 26(e) of the Alabama Rules of Civil Procedure requires State Farm to produce its undisputedly confidential and trade secret information. The trial court’s subsequent compel order likewise obligates State Farm to produce additional protected materials on or before December 4. However, the “sharing” Protective Order does not do its job to safeguard State Farm’s confidential information and/or trade secrets. Indeed, the Protective Order anticipates and allows Plaintiffs’ counsel to share these confidential and trade secret materials with third parties (other plaintiffs’ counsel and governmental entities) outside this litigation, thereby effectively nullifying any protections for State Farm.

This Court should grant mandamus relief, as State Farm would “have no adequate remedy on appeal” here if its trade secret “privilege is disregarded.” *Ex parte CSX Transp., Inc.*, 374 So. 3d 690, 696 (Ala. 2022) (quoting *Ex parte Miltope Corp.*, 823 So. 2d 640, 644-45 (Ala. 2001) (“If a trial court orders the discovery of trade secrets and such are disclosed, the party resisting discovery will have no adequate remedy on appeal.”)).

B. State Farm has a legal right to protect its confidential, trade secret information “to the maximum extent practicable.”

State Farm is entitled to protect its proprietary, confidential, and trade secret information disclosed during discovery in this matter. Indeed, both federal and state law recognize that a company’s investment in its proprietary, confidential, and trade secret information deserves legal protection.⁶ Safeguarding such information is how a business competes and survives in a competitive economy, and Alabama law protects that information.

⁶ For example, the federal Defend Trade Secrets Act of 2016, Pub.L. 114-153, 130 Stat. 376 (May 11, 2016) (codified at 18 U.S.C. § 1836, et seq.) allows an owner of a trade secret to sue in federal court when its trade secrets have been misappropriated. Likewise, the Alabama Trade Secrets Act, Ala. Code §§ 8-27-1 to -6, allows the owner of trade secrets to sue in state court for injunctive relief and damages to stop misappropriation of a trade secret.

For example, Rule 26(c) of the Alabama Rules of Civil Procedure provides that:

Upon motion by a party or by the person from whom discovery is sought, and for good cause shown, the court . . . may make any order that justice requires . . . including . . . (7) that *a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.*”

Ala. R. Civ. P. 26(c) (emphasis added).

The Alabama Rules of Evidence are even more explicit, providing that “[a] person *has a privilege . . . to refuse to disclose and to prevent other persons from disclosing* a trade secret If disclosure is directed, *the court shall take such protective measures* as the interest of the holder of the privilege and of the parties and the interests of justice require.”

Ala. R. Evid. 507 (emphasis added).

Alabama courts must “take such protective measures as the interests of the holder of the privilege and of the parties and the interests of justice require,” Ala. R. Evid. 507, and protect trade secrets “to the maximum extent practicable,” striking a fair and reasonable balance between confidentiality and the opposing party’s needs. *Ex parte W.L. Halsey Grocery Co.*, 897 So. 2d 1028, 1035 (Ala. 2004). Indeed, this Court has twice granted mandamus relief where protective orders failed to

adequately safeguard trade secrets, even when those orders provided greater protections than the one at issue here.

In *Ex parte Miltope Corp.*, this Court granted mandamus to block disclosure of trade secrets under a protective order that limited use to the instant litigation but still allowed access by ten broad categories of case-specific recipients. 823 So. 2d at 642. While the order contained some safeguards (e.g., plaintiff’s attorneys designated as custodians obligated to return the documents upon conclusion of the case and prohibition against using discovered information for competitive purposes), this Court found these safeguards to be “clearly inadequate.” *Id.* at 642, 645. Notably, this Court deemed the “probable dispersion” of secrets “practically unlimited” and impossible to monitor, particularly with the plaintiff employed by a competitor and no effective sanctions in place. *Id.* at 645. Emphasizing that disclosed secrets cannot be reclaimed, this Court found appellate review insufficient, warranting immediate relief. *Id.* (citations omitted) (recognizing that “[t]he proverbial bell cannot be unrung . . . [o]nce the information becomes available”).

This recognition of irreparable harm from unmonitored disclosure led this Court, just three years later, to grant similar mandamus relief in

Ex parte W.L. Halsey Grocery Co., 897 So. 2d 1028 (Ala. 2004), where it restored heightened protections for trade secrets. In *Halsey*, the trial court modified an agreed two-tier protective order (“confidential” and “restricted confidential”) by eliminating the “restricted confidential” tier, thereby allowing direct access by parties, including former employees now at a competitor. Relying on *Miltope*, this Court held that the modification exposed trade secrets to competitive misuse without adequate insulation and emphasized that trade secrets deserve protection “in excess of that provided in the normal discovery process,” especially against competitors. *Id.* at 1035.

The Protective Order here is more deficient than the one deemed insufficient for disclosure of trade secrets in *Miltope*, as it not only replicates but exacerbates the vulnerabilities the Alabama Supreme Court identified—uncontrolled recipient access, risks from competitor involvement, and permanent loss of confidentiality. Unlike the more limited disclosure to specific case participants in *Miltope* (though still broad), this Order’s framework permits dissemination across unrelated proceedings, triggered by Plaintiffs’ counsel adding their names to any case in any jurisdiction—enabled by licenses in Texas, Washington State,

Georgia, and Colorado’s District Court, or expanded via pro hac vice admissions elsewhere. It also permits disclosure to “any governmental agency” that has “oversight authority to study issues pertinent to the insurance product at issue,” nationwide. This Court has never approved a protective order where the opposing counsel was granted carte blanche to disseminate a company’s confidential and/or trade secret information at their discretion and without any safeguards.⁷ *See Miltope*, 823 So. 2d at 645 (noting as “inadequate” a “safeguard” where plaintiff’s counsel were custodians of confidential documents).

These “sharing” mechanics undermine containment and render monitoring, enforcement, and sanctions impossible or ineffective. *See id.* (condemning the “practically unlimited” dispersion allowed by even a case-specific list of recipients in light of the plaintiff’s connection to a

⁷ Allowing Plaintiffs’ counsel to decide when and with whom to share State Farm’s confidential information, outside the confines of this individual insurance matter, is inherently problematic—regardless of any potential limitations on such sharing. The absence of safeguards only exacerbates this core issue. For instance, the Protective Order includes no provisions requiring that the parties in other litigation or the unknown governmental agencies certify their intent to protect the confidentiality of State Farm’s documents, maintain custody records, or submit to the jurisdiction of the trial court for enforcement of privacy protections.

competitor); *Halsey*, 897 So. 2d at 1032, 1035 (rejecting loosening of trade secret protection where Alabama law requires protection to be tightened). In this case, the sprawl increases competitive exposure, exposing State Farm’s trade secrets to rivals nationwide⁸ in ways that exceed *Miltope*’s single-competitor issue, with no oversight like designated custodians, agreements to be bound by the Order, or prohibitions against additional sharing by third parties to reduce fallout. This expansion heightens the irreparable harm *Miltope* noted. Once secrets escape, “the proverbial bell cannot be unrung,” making appellate intervention futile and mandamus essential to prevent irreversible damage to State Farm’s proprietary assets. *Miltope*, 823 So. 2d at 645.

II. Alabama law does not allow for the sharing of confidential and trade secret material with third parties outside of this litigation, and no exception is justified in this dispute.

Alabama law protects parties from the disclosure of confidential, trade secret information. *See, e.g.*, Ala. R. Evid. 507; Ala. R. Civ. P. 26(c)(7). Indeed, the only time this Court has considered a similar protective order that allowed sharing of confidential information beyond

⁸ State Farm maintains that any sharing—even among cases pending in Alabama state courts—is improper for the same reasons but especially takes issue with nationwide sharing.

the immediate parties and their litigation team, it squarely rejected it. *See Ex parte Mobile Infirmary Ass'n*, 279 So. 3d 1129 (Ala. 2018) (granting mandamus and striking a protective-order paragraph that allowed a plaintiff's law firm to share and seek to use confidential information from one lawsuit in other suits against the same defendant).⁹

Plaintiffs have argued for an exception to this general rule against disclosure of confidential information outside of this litigation. They argued that allowing them to share State Farm's proprietary information with plaintiffs in other cases in other jurisdictions and with governmental entities promotes judicial efficiency and is favored among courts.

First, that notion is incorrect; in fact, courts across the country have rejected attempts by plaintiffs to turn individual case discovery into document-sharing fishing expeditions. *See, e.g., Harris v. Kelloff, Brown & Root Servs., Inc.*, No. 08-563, 2008 WL 5246017, at *3-4 (W.D. Pa. Dec.

⁹ While *Ex Parte Mobile* is not directly on point because it relied on the extra-procedural discovery prohibition in the Alabama Medical Liability Act, it is instructive in that it highlights this Court's skepticism of protective order language that transforms discovery from one case into a clearinghouse for use in other litigation. *Ex parte Mobile Infirmary Ass'n*, 279 So. 3d at 1134 (criticizing "sharing" paragraph as one that effectively creates an "end-run" around the limitations on discovery).

15, 2008) (collecting authority from around the country and concluding, “[T]he Court declines to cede control of Defendant’s confidential information in this action to Plaintiffs, which would be the ultimate effect of the [sharing provision].”); *Byrd v. U.S. Xpress, Inc.*, 26 N.E.3d 858, 864-68 (Ohio App. 2014) (striking an “extraordinarily broad” sharing order that lacked related-case limits, vested plaintiffs’ counsel with virtually unfettered discretion to decide with whom to share, and warning that leaving sharing decisions to plaintiffs eviscerates protections and heightens harm); *Biazari v. DB Indus., LLC*, No. 5:16-cv-49, 2017 WL 1498122, at *3 (W.D. Va. Apr. 26, 2017) (noting that “upfront sharing provisions” are generally disfavored, and collecting authorities from courts in Kentucky, Arizona, Pennsylvania, Massachusetts, West Virginia, Illinois, Maryland, and North Carolina).

Second, Plaintiffs cited no binding Alabama authority to support such extraordinarily broad sharing in this case. Plaintiffs apparently believe that because they have alleged in this case that State Farm engaged in a “pattern and practice” of “lowballing” roof claims, this automatically paves the way for “sharing” confidential State Farm documents with parties in other litigation; however, this does not align

with Rule 26's case-specific limits and is not supported by Alabama law. Moreover, allowing Plaintiffs' counsel to use this individual, \$4,800 insurance claim as a clearinghouse for other unrelated litigation essentially evades any questions of relevance or necessity, in untold other cases, and is improper and contrary to the way judicial proceedings and discovery are managed.

As the Hon. Nicholas A. Danella (U.S. District Court for the Northern District of Alabama) recently observed when rejecting Plaintiffs' materially identical "sharing" protective order, "[t]his is not a class action, not an MDL. It is not any other sort of collective action or coordinated action." (App'x E at 10, 8:8-11). The same is true here. This is not a mass-claim proceeding—such as litigation involving a single manufacturer's product—where coordinated actions might justify limited, tightly controlled shared disclosure. This is a single insurance dispute stemming from Plaintiffs' 2024 Bullock County roof claim.

Other claims which may later be brought against State Farm will almost certainly involve different dates of loss, different causal events, different properties with different ages and construction materials, different types and scopes of damage, and different policy forms or

provisions. Yet the Protective Order would allow Plaintiffs' counsel to freely disseminate State Farm's trade-secret and confidential information to those unrelated cases (or to any counsel who chooses to associate Plaintiffs' counsel for that very purpose). This creates a direct financial incentive for other plaintiffs' attorneys nationwide to partner with Plaintiffs' counsel solely to obtain State Farm's confidential materials without the burden of issuing their own subpoenas or litigating discoverability in their own cases. Converting discovery in this case into a pipeline for State Farm's proprietary information distorts Rule 26's case-specific requirements, encourages irrelevant fishing, and transforms a routine, single-plaintiff lawsuit into an unrestricted raid on confidential and trade secret information that would otherwise be entitled to rigorous protection.

This Court should not approve a protective order that permits Plaintiffs' counsel to extract State Farm's confidential and trade secret information in this Alabama case and then unilaterally inject that into unrelated proceedings before other judges or administrative bodies—decisionmakers who receive no notice, no opportunity to evaluate the adequacy of protection, and no authority to enforce the Protective

Order—while bypassing other State Farm counsel who are not parties to this proceeding.

III. The Protective Order fails to adequately safeguard State Farm’s confidential and trade secret information by authorizing unrestricted sharing with strangers to the litigation, thereby bypassing other courts’ independent discovery authority.

The sharing provision in the Protective Order is not justified by any legitimate need in this modest \$4,800 roof claim. Critically, the Protective Order undermines the independent authority of every other court—federal or state—in which Plaintiffs’ counsel might appear. Every tribunal has the exclusive right, under its own Rule 26(c), to decide whether confidential and trade secret information should be disclosed at all and, if so, under what protective conditions. *See Easterwood v. Husqvarna Pro. Prods., Inc.*, 2020 WL 12992094, at *1 (M.D. Ala. July 27, 2020) (discussing Eleventh’s Circuit’s “balancing of interests approach” to determine whether good cause exists for a protective order). The Protective Order declares that State Farm’s materials produced in this single case may be freely shared with parties in other unrelated cases, regardless of case-specific differences. In doing so, it strips other courts of their ability to assess relevance, determine good cause, or

impose protective measures they deem appropriate. State Farm's confidential and trade secret information can, thus, be forced into foreign proceedings stamped with the supposed approval of a protective order that the presiding judge never saw, reviewed, or agreed to enforce.

This danger is not hypothetical. In *Parker v. State Farm Fire and Casualty Company*, currently pending in the U.S. District Court for the Northern District of Alabama, the Hon. Nicholas A. Danella was recently presented with the identical "sharing" protective order proposed by Plaintiffs' counsel here (in direct competition with State Farm's standard protective order proposal). In contrast to the trial court's order here, Judge Danella expressly rejected the sharing provision, noting that the single-plaintiff insurance dispute was not a proper vehicle for external dissemination of an insurer's confidential materials. *See* App'x E at 10, 8:8-9 (finding the "requested sharing provision is inappropriate. We are focused on discovery in this case."). Judge Danella's commentary and subsequent entry of State Farm's standard protective order confirms that other courts, when given the opportunity to exercise their own judgment, may refuse to allow the very sharing this Protective Order permits. (*Id.* at 2, 10, 43-52).

Worse, the Protective Order imposes no geographic limits, no duty to log or report sharing, no duty for subsequent recipients to acknowledge receipt or comply with the Protective Order, and no prohibition against subsequent recipients' further redistribution—creating unlimited “sharing on sharing” without sufficient traceability or accountability. Moreover, to the extent State Farm’s production includes nonpublic personal information (“NPI”) protected by the Gramm-Leach-Bliley Act, the sharing provision may violate federal restrictions on an insurer’s disclosure—or authorization of downstream redisclosure—of consumer NPI to nonaffiliated third parties. Ultimately, one signature on a distant case turns this Bullock County case into a national pipeline for State Farm’s confidential and trade secret information.

That is precisely the “practically unlimited” and “clearly inadequate” dispersion *Miltope* condemned as irreparable harm, particularly where “the proverbial bell cannot be unrung.” 823 So. 2d at 645. By abandoning all meaningful control, the Protective Order fails to protect State Farm’s trade secrets “to the maximum extent practicable” and constitutes a clear abuse of discretion demanding mandamus relief. *Halsey*, 897 So. 2d at 1035.

CONCLUSION

State Farm has a legal right to protect its proprietary information “to the maximum extent practicable.” The trial court’s “sharing” Protective Order fails to provide even minimal safeguards; on the contrary, it authorizes the wide dissemination of State Farm’s confidential and trade secret information at the discretion of Plaintiffs. The trial court has essentially allowed Plaintiffs’ counsel to use this individual matter as a clearinghouse for other litigation in other jurisdictions where this information may or may not be relevant, and where confidentiality cannot be protected as they will involve parties not bound by this trial court’s Protective Order. The “sharing” Protective Order is contrary to Alabama law, contrary to typical discovery practice as recognized by Alabama courts, and contrary to the overwhelming consensus of courts across the country. This Court cannot allow this “sharing” Protective Order, which grants Plaintiffs the ability to circumvent relevance requirements by deciding for themselves to whom State Farm’s confidential documents will be distributed and to encroach on other courts’ ability to make their own case-specific decisions regarding relevance and necessary protections.

For the reasons stated herein, State Farm respectfully asks this Honorable Court to issue a writ of mandamus directing the Circuit Court of Bullock County to vacate its Order of October 30, 20205, and to issue a proper protective order (like the standard order State Farm proposed) that does not contain a “sharing” provision granting power to Plaintiffs’ counsel to disclose State Farm’s confidential material to third parties.

Respectfully submitted this the 3rd day of December, 2025.

/s/ 

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CERTIFICATE OF SERVICE

Pursuant to Alabama Appellate Rule 57(h)(5), I hereby certify that on this the 3rd day of December, 2025, a copy of this Petition has been served on opposing counsel electronically via the email addresses listed below. Additionally, a hard copy of the Petition will be deposited in the mail, first class postage prepaid, to the presiding judge as follows:

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CERTIFICATE OF COMPLIANCE

I hereby certify that this Petition complies with the word limitation set forth in Rule 21(d) of the Alabama Rules of Appellate Procedure. According to Microsoft Word's word-count function, the Petition contains 5,105 words, excluding the items not counted. I further certify that this Petition complies with the font requirements set forth in Rule 32(a)(7) of the Alabama Rules of Appellate Procedure, as it was prepared in Century Schoolbook font using 14-point type.

DATED: December 3, 2025

/s/ 

Katherine T. Powell
Counsel for Petitioners

APPENDIX

The following is an index of all items contained in the Appendix, including all parts of the record that are essential to understanding the matters set forth in the Petition, per the requirements of Alabama Rule of Appellate Procedure 21(a)(1)(F).

APPENDIX INDEX		
Document	Doc. No.	Tab Label
Complaint	Doc. 2	A
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State Farm's Response to Plaintiffs' Motion to Compel	Doc. 99	C
Plaintiffs' Motion for Entry of a Sharing Protective Order	Doc. 81	D
<i>Parker v. State Farm</i> Documents	N/A	E
State Farm's Motion for Protective Order to Stay Plaintiffs' Discovery Motions or, in the Alternative, to Set a Hearing	Doc. 92	F
State Farm's Response Opposing Plaintiffs' Motion for Entry of Sharing Protective Order and Its Motion for Protective Order	Doc. 102	G
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State Farm's Motion to Stay Pending Ruling on Petition for Writ of Mandamus	Doc. 121	I
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State Farm's. Renewed Motion to Stay Pending Ruling on Petition for Writ of Mandamus and Motion for Additional Time to Comply with the Court's November 20, 2025 Compel Order	Doc. 136	L
State Farm's Supplement to Its Renewed Motion to Stay Pending Ruling on Petition for Writ of Mandamus and Motion for Additional Time to Comply with the Court's November 20, 2025 Compel Order	Doc. 139	M
Affidavit of Michael Aaron Carter	Doc. 110	N