IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
November 12, 2025 12:43 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

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

DEFENDANT NANCY HOLCOMB INSURANCE AGENCY, INC.'S
ANSWER TO PLAINTIFFS' PETITION

Defendant Nancy Holcomb Insurance Agency, Inc. ("Holcomb Agency"), through its undersigned counsel, hereby files its answer and defenses to Plaintiffs' Petition (the "Petition"). The Holcomb Agency denies each and every allegation of the Petition unless hereinafter specifically admitted.

I. INTRODUCTION

1. The Holcomb Agency acknowledges that Plaintiffs' Petition alleges a "systematic and pervasive Scheme" by State Farm Fire and Casualty Company ("State Farm") and the Holcomb Agency. The alleged scheme and all other allegations in Paragraph 1 of the Petition are denied.

2. The allegations in Paragraph 2 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency admits that State Farm engages in advertising that includes the slogan "Like a good neighbor, State Farm is there" and other promotional materials which are written or recorded materials that speak for themselves. The Holcomb Agency is without sufficient information to either admit or deny that State Farm is a

"household name" and therefore the allegation is denied. All other allegations in Paragraph 2 of the Petition are denied.

3. The Holcomb Agency denies the allegations in Paragraph 3 of the Petition.

4. The Holcomb Agency denies all allegations in Paragraph 4 of the Petition, including subparagraphs a-f, except the Holcomb Agency admits that State Farm sells, via agents, a form insurance policy as required and approved by the Oklahoma Department of Insurance ("DOI") which provides coverage for accidental direct physical loss from wind and hail. The policy is a written document that speaks for itself and all allegations inconsistent therewith are denied. The allegation of a scheme is specifically denied and all other express or implied allegations in Paragraph 4 of the Petition are also denied.

II. PARTIES

5. As to the allegations in Paragraph 5 of the Petition, the Holcomb Agency admits that State Farm issued to Plaintiffs homeowners insurance Policy No. 36-CR-X405-8 (the "Policy"), which provides coverage as stated and speaks for itself. The Holcomb Agency also admits that the Policy was in force for the alleged date of loss of June 15, 2023, and, upon information and belief, admits that Plaintiffs owned the property insured. The Holcomb Agency, upon information and belief, also admits that Plaintiffs filed a claim for damage to the property insured under the Policy which was assigned Claim No. 36-53Q1-13C. All other allegations in Paragraph 5 of the Petition are denied.

6. The allegations in Paragraph 6 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency is without sufficient

information to either admit or deny the allegations in Paragraph 6 except admit upon information and belief that State Farm is registered to do business in Oklahoma.

7. The Holcomb Agency admits it is an insurance agency that sells State Farm policies, that its office is located at the address stated in Paragraph 7, and that service is proper at that address. Any other allegations in Paragraph 7 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

8. The Holcomb Agency denies the allegations in Paragraph 8 of the Petition.

9. The allegation as to venue in Paragraph 9 of the Petition is a legal conclusion to which no factual response is required. To the extent a response is required, the allegation is denied.

III. FACTUAL BACKGROUND

10. The allegations in Paragraph 10 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 10 of the Petition.

11. The allegations in Paragraph 11 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 11 of the Petition.

12. The allegations in Paragraph 12 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 12 of the Petition.

13. The Holcomb Agency admits the State Farm policies it sells are form policies approved by the DOI. All other allegations in Paragraph 13 of the Petition are denied.

14. The Holcomb Agency admits the State Farm policies it sells are form policies approved by the DOI, some of which provide replacement cost value ("RCV") coverage. All other allegations in Paragraph 14 of the Petition are denied.

15. The Holcomb Agency admits agents play an important role in selling State Farm policies to individuals or entities who then become State Farm insureds. The remaining allegations in subparagraphs a-d of Paragraph 15 of the Petition, including footnote 2, are legal conclusions which require no factual response from the Holcomb Agency. However, the Holcomb Agency denies that the legal obligations are as stated in those subparagraphs, denies the implication associated with the alleged duties, and denies all other allegations in Paragraph 15 of the Petition.

16. The Holcomb Agency admits that agents are to act in accordance with the training and contractual requirements to which they agree in becoming a State Farm agent, including compliance with industry standards if applicable. All remaining allegations in Paragraph 16 of the Petition are denied.

17. The Holcomb Agency admits that agents, including the Holcomb Agency, have websites that include marketing about the insurance agency, which are written materials that speak for themselves. The Holcomb Agency denies all allegations inconsistent with the written materials and denies all other allegations in Paragraph 17 of the Petition.

18. The Holcomb Agency admits that not all homes automatically qualify for State Farm homeowners policies. The Holcomb Agency denies the remaining allegations in Paragraph 18 of the Petition.

19. The allegations in Paragraph 19 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency admits that the insurance policy is a contract under which State Farm is obligated to indemnify the insured for damages arising from a covered loss, subject to the terms and conditions of the Policy, which speaks for itself. The Holcomb Agency denies any allegations inconsistent with the Policy and denies all other allegations in Paragraph 19 of the Petition, including any footnotes applicable thereto.

20. The Holcomb Agency denies the allegations in Paragraph 20 of the Petition.

21. The Holcomb Agency denies the allegations in Paragraph 21 of the Petition.

22. The Holcomb Agency denies the allegations in Paragraph 22 of the Petition.

23. The Holcomb Agency admits that agents do not "inspect" the insured property or retain third-parties to do so. The Holcomb Agency denies all other allegations in Paragraph 23 of the Petition.

24. The Holcomb Agency denies the allegations in Paragraph 24 of the Petition.

25. As to the allegations in Paragraph 25, subparagraphs 25(a-d) of the Petition, the Holcomb Agency is without sufficient information to either admit or deny the alleged intentions or motives of Plaintiffs in communicating with the Holcomb Agency, but the Holcomb Agency admits that it assisted Plaintiffs in obtaining a State Farm homeowners insurance policy, that the policy issued included replacement cost value ("RCV") coverage, and that the Holcomb Agency utilized State Farm's systems and tools in assisting Plaintiffs in procuring said Policy. All remaining allegations in Paragraph 25 of the Petition, including all subparagraphs, are denied.

26. While the Holcomb Agency admits that it did not inspect, verify, or notify Plaintiffs of the condition of their property as alleged in subparagraphs 26(a-e) of the Petition, the Holcomb Agency denies that the obligations implied in the allegations existed as to the agents or State Farm; the obligations referenced, if they existed at all, were Plaintiffs' and Policy issuance negates the premise of Plaintiffs' allegations. As to the allegations of subparagraph 26(f), the Holcomb Agency admits that no one advised Plaintiffs of a scheme; that is because no scheme existed. As to Paragraph 26(g-h), the allegations are denied along with the non-existent obligations upon which they are premised. All remaining allegations in Paragraph 26 of the Petition, including all subparagraphs, and/or all assumptions upon which the alleged "failed disclosures" are based are denied.

27. The Holcomb Agency admits that a Policy was issued to Plaintiffs, the terms of which speak for themselves. All remaining allegations in Paragraph 27 of the Petition are denied.

28. The Holcomb Agency denies the allegations in Paragraph 28 of the Petition.

29. The allegations in Paragraph 29 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency admits that State Farm issues a homeowners policy with RCV coverage, the form of which is required and approved by the DOI and speaks for itself. All other allegations in Paragraph 29 of the Petition are denied.

30. The Holcomb Agency admits that State Farm issues a form Policy with RCV Coverage, as stated in response to Paragraph 29, and that it represents the Policy to provide RCV coverage as stated in the Policy because it does. The Holcomb Agency also admits that the replacement cost value for the property can be the amount necessary to replace the property to its pre-loss condition, less the deductible, if Plaintiffs choose to insure it for the full replacement cost

value. That is a decision of the insured. All other allegations in Paragraph 30 of the Petition are denied.

31. The allegations in Paragraph 31 of the Petition purport to quote and/or summarize the terms of the Policy, which is a written document that speaks for itself. All allegations inconsistent with the terms of the Policy are denied. All other allegations in Paragraph 31 of the Petition are also denied.

32. The allegations in Paragraph 32 of the Petition purport to summarize the terms of the Policy, which is a written document that speaks for itself. All allegations inconsistent with the terms of the Policy are denied. Any other allegations in Paragraph 32 of the Petition are also denied.

33. The allegations in Paragraph 33 of the Petition purport to quote and/or summarize the terms of the Policy, which is a written document that speaks for itself. All allegations inconsistent with the terms of the Policy are denied. All other allegations in Paragraph 33 of the Petition are also denied.

34. The Holcomb Agency denies the allegations in Paragraph 34 of the Petition.

35. The Holcomb Agency denies the allegations in Paragraph 35 of the Petition.

36. The Holcomb Agency denies the allegations in Paragraph 36 of the Petition.

37. The allegations in Paragraph 37 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 37 of the Petition.

38. The allegations in Paragraph 38 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent

a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 38 of the Petition.

39. The Holcomb Agency denies the allegations in Paragraph 39 of the Petition.

40. As to the allegations of Paragraph 40, subparagraphs a-p of the Petition, the Holcomb Agency, upon information and belief, admits that Plaintiffs made a claim for storm damage to State Farm on July 28, 2023. The Holcomb Agency is without sufficient information, however, to either admit or deny all other allegations in Paragraph 40 and therefore the allegations are denied.

IV. FRAUDULENT CONCEALMENT

41. The Holcomb Agency herein incorporates its responses to Paragraphs 1-40 of the Petition.

42. The Holcomb Agency denies the allegations in Paragraph 42 of the Petition.

43. The allegations in Paragraph 43 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency denies the allegations in Paragraph 43 of the Petition.

44. The Holcomb Agency denies the allegations in Paragraph 44 of the Petition.

V. COUNTS

COUNT I: BREACH OF CONTRACT

45. The Holcomb Agency herein incorporates its responses to Paragraphs 1-44 of the Petition.

46. The Holcomb Agency admits that Plaintiffs entered into a contract of insurance with State Farm that was in force on the alleged date of loss. The Policy is a written document that

speaks for itself. All allegations inconsistent with the terms of the Policy are denied. Any remaining allegations in Paragraph 46 of the Petition are also denied.

47. The Holcomb Agency is without sufficient information to either admit or deny the allegations in Paragraph 47 and therefore the allegations are denied.

48. The Holcomb Agency admits that Plaintiffs entered into a contract of insurance with State Farm; the Policy is a written document that speaks for itself. All allegations inconsistent with the terms of the Policy are denied. Any remaining allegations in Paragraph 48 of the Petition are also denied.

49. The Holcomb Agency is without sufficient information to either admit or deny the allegations in Paragraph 49 and therefore the allegations are denied.

50. The allegations in Paragraph 50 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

51. The allegations in Paragraph 51 of the Petition appear to be directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from Holcomb Agency is required, the Holcomb Agency the allegations are denied.

52. The Holcomb Agency denies the allegations in Paragraph 52 of the Petition.

COUNT II: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

53. The Holcomb Agency herein incorporates its responses to Paragraphs 1-52 of the Petition.

54. Paragraph 54 of the Petition states a legal conclusion, which is directed at a Defendant other than the Holcomb Agency, such that no response by the Holcomb Agency is

required. To the extent a response from Holcomb Agency is required, the Holcomb Agency disagrees with the legal conclusions as stated and applied and therefore the allegations are denied.

55. The allegations in Paragraph 55, including subparagraphs a-b and all roman numerals thereunder, of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

56. The allegations in Paragraph 56 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

57. The allegations in Paragraph 57 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

58. The allegations in Paragraph 58 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

59. The allegations in Paragraph 59 of the Petition are directed at a Defendant other than the Holcomb Agency such that no response by the Holcomb Agency is required. To the extent a response from the Holcomb Agency is required, the allegations are denied.

COUNT III: NEGLIGENT PROCUREMENT OF INSURANCE

60. The Holcomb Agency herein incorporates its responses to Paragraphs 1-59 of the Petition.

61. The Holcomb Agency admits it is a State Farm agent but denies that it is, or ever was, an employee of State Farm. The allegation of vicarious liability is a legal conclusion to which

no factual response is required by the Holcomb Agency, but the Holcomb Agency denies the presence of any misconduct for which State Farm would be vicariously liable. The Holcomb Agency denies any other allegations in Paragraph 61 of the Petition.

62. The allegations in subparagraph 62 (a-d) of the Petition are legal conclusions to which no factual response is required. To the extent a response is required, the Holcomb Agency disagrees with the legal conclusions as stated and applied and therefore the allegations are denied.

63. The allegations in subparagraph 63(a-b) of the Petition and all roman numerals thereunder are denied.

64. The Holcomb Agency denies the allegations in Paragraph 64 of the Petition.

65. The Holcomb Agency denies the allegations in Paragraph 65 of the Petition.

66. The Holcomb Agency denies the allegations in Paragraph 66 of the Petition.

COUNT IV. CONSTRUCTIVE FRAUD AND NEGLIGENT MISREPRESENTATION

67. The Holcomb Agency herein incorporates its responses to Paragraphs 1-66 of the Petition.

68. The allegations in Paragraph 68 of the Petition purport to state legal conclusions to which no factual response is required. To the extent a response is required, the Holcomb Agency denies the legal statement as here applied and denies that it breached any legal obligation to Plaintiffs. Any other allegations in Paragraph 68 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

69. The allegations in Paragraph 69 of the Petition are legal argument to which no factual response is required. To the extent a response is required, the Holcomb Agency denies the correctness of the legal argument generally and as here applied and denies that it breached any

legal obligation to Plaintiffs. Any other allegations in Paragraph 69 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

70. The allegations in Paragraph 70 of the Petition are legal argument to which no factual response is required. To the extent a response is required, the Holcomb Agency denies the correctness of the legal argument generally and as here applied and denies that it breached any legal obligation to Plaintiffs. Any other allegations in Paragraph 70 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

71. The allegations in Paragraph 71 of the Petition are legal argument to which no factual response is required. To the extent a response is required, the Holcomb Agency denies the correctness of the legal argument generally and as here applied and denies that it breached any legal obligation to Plaintiffs. Any other allegations in Paragraph 71 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

72. The allegations in Paragraph 72 of the Petition are primarily legal argument to which no factual response is required. To the extent a response is required, the Holcomb Agency denies the legal argument generally and as here applied and denies that it breached any legal obligation to Plaintiffs. Any other allegations in Paragraph 72 of the Petition are denied and/or they are legal conclusions to which no factual response is required.

73. The Holcomb Agency denies the allegations in Paragraph 73(a-g) of the Petition.

74. The Holcomb Agency denies the allegations in Paragraph 74 of the Petition.

75. The Holcomb Agency denies the allegations in Paragraph 75 of the Petition.

76. The Holcomb Agency denies the allegations in Paragraph 76 of the Petition.

77. The Holcomb Agency admits that it was a State Farm agent at the time the Policy was issued but denies that it was an employee of State Farm at any time.

78. The Holcomb Agency denies the allegations in Paragraph 78 of the Petition.

79. The Holcomb Agency denies the allegations in Paragraph 79 of the Petition.

VI. PRAYER FOR RELIEF

The Holcomb Agency denies that Plaintiffs are entitled to any of the relief requested by their prayer for relief. Instead, the Holcomb Agency asserts that judgment should be entered in favor of the Holcomb Agency and against Plaintiffs and that the Holcomb Agency should be awarded its attorney fees, costs, and all other relief to which it is entitled.

DEFENSES

The Holcomb Agency asserts the following defenses and reasserts its answers to each and every paragraph of the Petition, as set forth above, incorporating them by reference herein. By pleading these defenses, the Holcomb Agency does not concede that it has the burden of proof or persuasion on any of these issues, such determination to be made by applicable law. The Holcomb Agency reserves the right to amend its answer to assert additional defenses if appropriate in light of information disclosed during discovery.

1. Plaintiffs have failed to state a claim upon which relief may be granted. Plaintiffs' counsel's use of nearly identical form Petitions in numerous cases against State Farm and other insurers and agents without consideration of how the facts of that case impact the form allegations alone demonstrates the failure to state a claim.

2. Plaintiffs have failed to plead fraud with particularity.

3. Plaintiffs received a copy of the Policy and were on full notice of the terms and conditions contained therein. Thus, Plaintiffs have waived and/or are estopped from asserting any claim based on any alleged misstatement of the terms of the Policy.

4. Given their receipt of the Policy, Plaintiffs cannot have reasonably relied upon any representation as to the Policy terms by the Holcomb Agency. Any prior representations were merged into the Policy.

5. The Holcomb Agency owed no duty or other obligation to Plaintiffs upon which Plaintiffs can assert a claim for negligent procurement of insurance or constructive fraud and negligent misrepresentation.

6. As to their claims against the Holcomb Agency, Plaintiffs' claims are barred by the statute of limitations and/or the limitations period in the Policy.

7. Plaintiffs have been paid all amounts owed under the Policy by State Farm.

8. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, laches, and/or estoppel.

9. Plaintiffs have not suffered damages as a result of any conduct by the Holcomb Agency. Any damages suffered by Plaintiffs were not proximately caused by any act or omission of the Holcomb Agency or breach of any legal duty by the Holcomb Agency.

10. Plaintiffs have failed to mitigate their damages.

11. Plaintiffs are not entitled to prejudgment interest.

12. Plaintiffs are not entitled to attorneys' fees and/or costs.

13. Plaintiffs have acted vexatiously in adding the Holcomb Agency to this lawsuit, thus entitling the Holcomb Agency to its attorneys' fees and costs.

14. The Holcomb Agency did not engage in any activity that would entitle Plaintiffs to punitive damages. An award of punitive damages under the facts and circumstances alleged would deny the Holcomb Agency its rights and violate the Constitutions of the State of Oklahoma and the United States of America, and such an award would be a penalty in violation of the laws of the

State of Oklahoma and the United States of America. Further, to the extent Plaintiffs attempt to recover punitive damages under 23 O.S. § 9.1, such statute is unconstitutional under the Due Process Clause of the United States Constitution and the decisions of the United States Supreme Court.

WHEREFORE, Defendant the Holcomb Agency prays that Plaintiffs recover nothing by way of the Petition, that judgment be entered in favor of the Holcomb Agency and against Plaintiffs, and that the Holcomb Agency be awarded its costs, attorneys' fees, and such other and further relief as appropriate under the law and the discretion of this Court.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT THE NANCY HOLCOMB INSURANCE AGENCY, INC.

CERTIFICATE OF SERVICE

This is to certify that on the 12th day of November 2025, 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
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