

**IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA**

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
December 12, 2025 4:32 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

NEIL AND LACY WEST,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY and NANCY HOLCOMB INS.
AGENCY, INC.,

Defendants.

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Case No. CJ-2025-135

STATE FARM FIRE AND CASUALTY COMPANY'S MOTION TO COMPEL

Defendant, State Farm Fire and Casualty Company ("State Farm"), moves to compel discovery responses from Plaintiffs, for the reason that the Plaintiffs have wholly failed to timely provide required discovery responses.

1. State Farm served its First Set of Discovery Requests on Neil and Lacy West by U.S. Mail on August 29, 2025 (the "Discovery Requests"). Discovery Requests attached hereto as Exhibit 1. Responses to the Discovery Requests were therefore due on October 1.

2. On September 25, Plaintiffs' counsel requested a 2-3 week extension for responses and on September 26, counsel for State Farm agreed to a 20-day extension to October 16, 2025. *See* Exhibit 2, 09/25-26/2025 Email chain between Timila Rother and John Sanders. State Farm's counsel received Responses to Requests for Admission on October 17, 2025. *See* Exhibit 3, 10/17/2025 Email from John Sanders to Timila Rother.¹ However, State Farm's counsel have not received, to date, any Responses to First Interrogatories or Requests for Production of Documents.

¹ State Farm reserves the right to have the admission requests deemed confessed given that they were not served on the agreed extended date.

3. Having not received any Responses to First Interrogatories or Requests for Production of Documents, State Farm's counsel emailed Plaintiffs' counsel on October 18, 2025 inquiring about when Responses to First Interrogatories or Requests for Production of Documents would be received. *See* Exhibit 3, 10/18/2025 Email from Timila Rother to John Sanders.

4. On November 25, 2025, State Farm's counsel sent a letter by electronic mail and U.S. mail to Plaintiffs' counsel stating that "[State Farm] received Plaintiffs' response to State Farm's request for admissions on October 17, 2025" but that "[y]ou did not also respond to State Farm's interrogatories or document requests on the 16th or 17th, and now almost 40 days later you still have not responded." *See* Exhibit 4, 11/25/2025 letter from Timila Rother to Whitten Burrage. The letter requested responses be provided by December 3, 2025 or that a meet and confer be scheduled. *Id.*

5. December 3, 2025 came and went with no Responses to First Interrogatories or Requests for Production of Documents from the Plaintiffs and with no date to confer provided. State Farm brings this Motion because it appears there is no other way to obtain cooperation in discovery by Plaintiffs' counsel.

6. Also, Plaintiffs were required by 12 O.S. §3226(A)(2) to, within 60 days of service of the Summons and Petition, "provide to other parties a computation of any category of damages claimed by the disclosing party, making available for inspection and copying the documents or other evidentiary material . . . on which such computation is based, including materials bearing on the nature and extent of injuries suffered." This action was served on March 7, 2025. While it was removed and then remanded, the remand occurred on August 25, 2025. Thus, the matter is well past the 60-day service period required by §3226(A)(2). State Farm has asked Plaintiffs to provide

the Initial Disclosures (*see* Exhibit 4), but as of the filing of this Motion, no disclosures have been received.

ARGUMENTS AND AUTHORITIES

It is fundamental to Oklahoma's Discovery Code that parties respond to proper discovery requests as well as the independent requirements of the Code. If, as here, parties fail to respond to discovery requests, the discovering party "may move for an order compelling an answer, ..., or an order compelling inspection and copying in accordance with the request[s]." 12 O.S. §3237(A)(2). As set out above, State Farm has attempted in good faith to confer with counsel for the Plaintiffs to obtain the discovery responses without court action as required by 12 O.S. §3237(A)(2). Counsel has been and continues to be non-responsive.

The very purpose of these and other provisions of the Code is to "secure the just, speedy and inexpensive determination of every action." 12 O.S. §3225. Accordingly, where, as here, "a party fails to answer an interrogatory submitted under" 12 O.S. §3233, or "a party, in response to a request for inspection and copying submitted under" 12 O.S. §3234 "fails to permit the inspection or copying as requested ..., the discovering party may move for an order compelling an answer, ..., or an order compelling inspection and copying." 12 O.S. §3237(A)(2). If such "motion is granted, the court *shall*, after opportunity for hearing, require the party ... whose conduct necessitated the motion or the party or attorney advising such conduct or both of them to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust." 12 O.S. §3237(A)(4) (emphasis added).

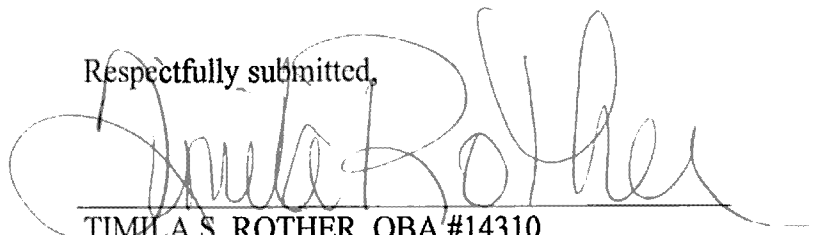
State Farm provided an agreed extension but the responses were not received on the extended date. State Farm has followed up repeatedly, and there has been no response. Thus, State

Farm has given Plaintiffs more than “reasonable time” to answer the interrogatories and produce the documents and information requested. 12 O.S. §§3233(A) and 3234(B)(2)(b). An order compelling Plaintiffs to respond is necessary to “secure the just, speedy and inexpensive determination of [this] action.” 12 O.S. §3225. And the law mandates that State Farm be awarded fees and expenses, due to the lack of justification for Plaintiffs’ inaction. 12 O.S. §3237(A)(4).

CONCLUSION

For the foregoing reasons, State Farm respectfully requests that the Court compel the Plaintiffs to respond to the Discovery Requests and to provide the Disclosures required by 12 O.S. § 3226(A)(2) by a date certain and award State Farm its fees and costs incurred in having to file this Motion.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'Timila Rother', is written over a horizontal line.

TIMILA S. ROTHER, OBA #14310

PAIGE A. MASTERS, OBA #31142

AMANDA M. FINCH, OBA #34650

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**ATTORNEYS FOR DEFENDANT STATE
FARM FIRE AND CASUALTY COMPANY**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing was served by U.S. Mail, postage prepaid, this 12th day of December, 2025, to:

Reggie N. Whitten

Michael Burrage

Blake Sonne

Hannah Whitten

John S. Sanders

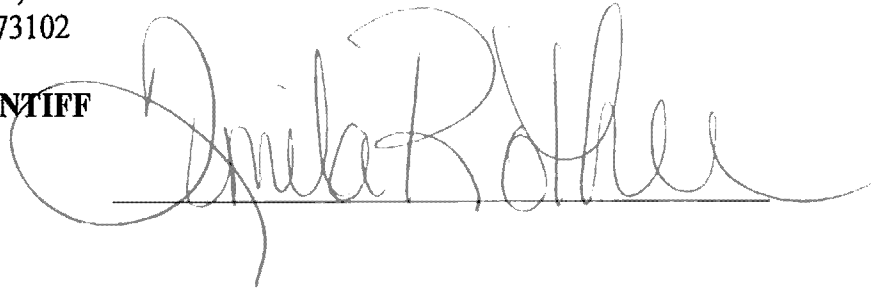
Jake Denne

WHITTEN BURRAGE

512 North Broadway Avenue, Suite 300

Oklahoma City, Oklahoma 73102

ATTORNEYS FOR PLAINTIFF

A handwritten signature in cursive script, appearing to read "Amila R. Rother", written over a horizontal line.

**IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA**

NEIL and LACY WEST,

Plaintiffs,

v.

STATE FARM FIRE AND CASUALTY
COMPANY and NANCY HOLCOMB INS.
AGENCY, INC.,

Defendants.

Case No. CJ-2025-135

**DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S
FIRST SET OF DISCOVERY REQUESTS TO PLAINTIFFS**

Pursuant to 12 O.S. §§ 3223, 3234, and 3236, Defendant, State Farm Fire and Casualty Company ("State Farm"), submits the following interrogatories, requests for production of documents, and requests for admission (collectively, the "Discovery Requests") to Plaintiffs Neil and Lacy West. Plaintiffs are required to answer each interrogatory separately and fully in writing under oath and serve a copy of the same upon counsel for State Farm within thirty (30) days after service of the Discovery Requests. The document requests shall also be answered separately and responses served on counsel for State Farm within 30 days after service of the Discovery Requests. The requested documents shall be produced at a mutually agreeable time at the offices of Crowe & Dunlevy, 324 N. Robinson Ave., Suite 100, Oklahoma City, Oklahoma 73102, or at such other location as the parties agree. With respect to the requests for admission, Plaintiffs must, within 30 days after services of these requests, specifically admit or deny the matter of which admission is sought.

DEFINITIONS

1. "Agent" refers to the defendant Nancy Holcomb Insurance Agency, Inc., and its employees, officers, directors, representatives, and agents.



2. **“And”** as well as **“or”** shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. **“Appurtenance(s),”** as used herein means items on, near, or part of the roof of your House other than shingles including, but not limited to, rain caps, vents, boots, pipes, valley metal, gutters, downspouts, or any similar metals, fixtures, or plastics.

4. **“Claim”** refers to the insurance claim submitted by Plaintiffs to State Farm for coverage under their Policy on or around July 28, 2023 for alleged damage to their roof and related items with a claimed date of loss of June 15, 2023 and assigned Claim No. 36-53Q1-13C.

5. **“Communication”** means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

6. **“Counsel”** refers to the counsel representing you in This Litigation (as defined herein), Whitten Burrage, as well as any other members, lawyers, employees, or agents of your Counsels’ law firms.

7. **“Defendant” or “State Farm”** refers to the State Farm Fire and Casualty Company, as well as its agents and representatives.

8. **“Defendants”** refers collectively to State Farm and Agent.

9. **“Document” and “documents”** are used in the broadest permissible sense under the Oklahoma Discovery Code and include, but are not limited to, all electronically stored information (including active files and deleted but electronically recoverable files).

10. **“House”** means the property situated at 7 NW Briarcreek Drive, Lawton, Oklahoma, 73505, for which You made a Claim for property damage under the Policy.

11. **“Identify”**

(a) “Identify” with respect to a document means to state the form of the document or writing, the date of its preparation, the author, recorder or sender, each addressee or recipient, its subject matter, and the name and address of any person presently having custody or control of the same or a copy thereof. If you wish, you may produce any document in lieu of identifying it, provided you designate, with respect to each such document furnished, the number of the interrogatory or interrogatories to which such document is responsive;

(b) “Identify” with respect to a natural person means to state the last known contact information, business or personal, of such person including their name, address, and telephone number and the person’s last known place of employment;

(c) “Identify” with respect to an entity means to state the complete name of the entity, any acronym under which such entity functions, the present or last known address of the entity, and the name(s) of its principal officer(s);

(d) “Identify” with respect to an oral communication means to state whether such communication was in person, by telephone, or otherwise, list the date, place, and persons present or involved, summarize the communication of each person, and identify and produce each document within your possession, custody, control, or knowledge that reports, summarizes, or in any way memorializes or refers to such oral communication or the subject matter of anything discussed or considered in such oral communication; and

(e) “Identify” with respect to acts, omissions, facts, instances, incidents, events, quantities, and locations means to describe as specifically and as fully as possible. Such description should include the dates, places, times, and persons present or involved; the nature of the transactions or occurrences that were part of or related to the act, omission, fact, instance, incident, event, quantity, or location being identified; and an identification of each document

within your possession, custody, control, or knowledge that reports, summarizes, or in any way memorializes or refers to such act, omission, fact, instance, incident, event, quantity, or location.

12. **“Person”** includes any natural person or any business, legal, fictitious, governmental, or public entity, or any association, group, or organization of any kind.

13. **“Petition”** refers to the Petition filed by counsel on Plaintiffs’ behalf in This Litigation on February 28, 2025 in Comanche County, Oklahoma, and any subsequent amended petitions you may file in This Litigation.

14. **“Plaintiffs”** refer to Neil and Lacy West.

15. **“Policy”** means Policy Number 36-CR-X405-8 issued by State Farm to Plaintiffs on the property located at 7 NW Briarcreek Drive, Lawton, Oklahoma, 73505, and in force, as applicable here, for the period December 29, 2022 to December 29, 2023.

16. **“Relating to”** and **“relate to”** mean and include any information concerning, comprising, identifying, summarizing, evidencing, containing, discussing, mentioning, describing, reflecting, comparing, analyzing, memorializing, or pertaining in any way to the subject matter of the discovery request in which such term is used.

17. **“This Litigation”** refers to the above-styled case.

18. **“You,” “your,” and “yours” and “yourself”** refers to the Plaintiffs, as well as their representatives, agents, attorneys, and anyone else acting on behalf of such party, as may be indicated.

INSTRUCTIONS

1. These Discovery Requests are directed toward all information known or available to Plaintiffs, either individually or through their agents, representatives, employees, attorneys, or any other person acting on their behalf, including information contained in the records and documents in Plaintiffs’ custody or control or available to them upon reasonable inquiry.

2. Each Discovery Request is deemed a continuing one. If after serving a response to the Discovery Requests Plaintiffs obtain or become aware of any further information pertaining to that Discovery Request, Plaintiffs are requested to serve a supplemental response setting forth such information in accordance with 12 O.S. § 3226(E).

3. Where interrogatories cannot be answered in full, they shall be answered as completely as possible, and incomplete answers shall be accompanied by an explanation of the reasons for the incompleteness of the answer.

4. The documents requested shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond to the categories in the request. Electronic documents shall be produced in their native format.

5. Your response to the document requests shall state, with respect to each item or category, that the documents shall be produced or that inspection and related activities shall be permitted as requested, unless You object to the request, in which event the reasons for objection shall be stated. If objection is made to part of an item or category, the part shall be specified, and inspection permitted of the remaining parts.

6. If an interrogatory is not answered or a document is withheld for any reason, including but not limited to a claim of privilege or confidentiality, or for any other reason or objection, please provide the following information:

- a. The portion of the interrogatory, if applicable, to which information is being withheld;
- b. The date of the document or communication;
- c. The author of the document or communication;
- d. The recipient of the document or communication;

- e. All persons to whom the communication was made or to whom copies of the document have been furnished;
- f. The subject matter of the document or communication;
- g. The file in which the document is kept in the normal course of business;
- h. The current custodian of the document; and
- i. The nature of the privilege or other reason for not answering the interrogatory or producing the document and sufficient description of the facts surrounding the contents of the communication or document to justify withholding the document under said privilege or reason.

For the avoidance of confusion, this Instruction is meant to establish baseline obligations and does not eliminate, modify, or supersede the requirements set forth in any court-filed orders, including, but not limited to, any protective orders or ESI protocols.

7. If any document responsive to the interrogatories or document requests was, but is no longer, in Your possession, custody, or control, or in existence, state whether it (1) is missing or lost; (2) has been destroyed; (3) has been transferred voluntarily or involuntarily to others; or (4) has been disposed of otherwise. In each instance explain the circumstances surrounding the authorization of such disposition and state the date or approximate date thereof.

8. With respect to each request for admission, You must specifically admit or deny the matter of which admission is sought, or set forth in detail the reason why You cannot truthfully admit or deny the matter. If You cannot admit any matter in its entirety, You must admit so much of it as is true and qualify or deny the remainder.

9. Whenever a noun appears, it shall be construed either to be singular or plural in order to bring within the scope of these Discovery Requests any information that may otherwise be construed to be outside their scope.

10. If your response to a Discovery Request (or subpart thereof) is “without knowledge,” “not known,” “unknown,” or any similar phrase, please confirm that your response was formed after a reasonable, good faith inquiry.

11. If the response to any Discovery Request (or subpart thereof) is not within Your personal knowledge, please identify each person to whom You believe the response is a matter of personal knowledge.

12. The documents responsive to these Discovery Requests, if any, should be produced to State Farm’s counsel or made available for inspection and copying at the offices of Your counsel of record in This Litigation or at such locations as the documents are kept in the usual course of your business within thirty (30) days after service of these requests or some other reasonable time specified in your responses. Any documents produced should be provided in a manner consistent with the Oklahoma Discovery Code. For the avoidance of confusion, this Instruction is meant to establish baseline obligations and does not eliminate, modify, or supersede the requirements set forth in any court-filed orders, including, but not limited to, any protective orders or ESI protocols.

INTERROGATORIES

INTERROGATORY NO. 1: Identify when the House was built, when You first owned the House, and the periods of time (if any) in which you rented the House to others.

INTERROGATORY NO. 2: Identify all surveys, inspections and/or appraisals that were made of the House by anyone on Your behalf or on behalf of Your lender, bank, mortgage company or any other entity at any time.

INTERROGATORY NO. 3: Identify all repairs to the roof of Your House and its Appurtenances for the last fifteen (15) years (to include the replacement of any portion thereof), the circumstances prompting each repair, the date of each repair, the scope of each repair, who made each repair, and how much was paid for each repair and by whom it was paid.

INTERROGATORY NO. 4: State why You made a claim for damage to Your House to State Farm on or around June 15, 2023, including any event that prompted the report, any physical conditions of Your House that prompted the report, and/or any communications with others about those events or conditions or the need for a claim.

INTERROGATORY NO. 5: Identify the facts on which You rely for Your position that Your Roof and its appurtenances were damaged by a storm and the source of the factual information.

INTERROGATORY NO. 6: State by whom You were referred to Counsel in This Litigation and when Counsel was first retained.

INTERROGATORY NO. 7: State the name, address, and telephone number of each Person who has knowledge of any of the factual allegations contained in Your Petition and, for each such Person, summarize the factual information You believe such Person possesses regarding the claims and allegations in Your Petition.

INTERROGATORY NO. 8: Identify all Communications You have had, written or oral, with State Farm or anyone You believed to be acting on behalf of State Farm about Your Policy or Your Claim for benefits under the Policy, and provide the date of each Communication, who was talking to whom, and the substance of the Communication.

INTERROGATORY NO. 9: Identify all Communications You have had, written or oral, with any other Person relating to Your Claim for benefits under the Policy or damage to

Your House for which You submitted the Claim, and provide the date of each Communication, who was talking to whom, and the substance of the Communication.

INTERROGATORY NO. 10: Identify all facts, Documents, and Persons with factual knowledge relating to Your breach of contract claim against State Farm.

INTERROGATORY NO. 11: Identify all facts, Documents, and persons with factual knowledge relating to Your bad faith claim against State Farm.

INTERROGATORY NO. 12: List all items of property that You claim were damaged by the storm, and state whether that damage still exists or has been repaired (to include replacement) and the cost, or any estimated cost, to repair or replace those items.

INTERROGATORY NO. 13: Identify each item of damaged property for which You assert payment is owed but is unpaid, in full or in part, including a specific description of the item and how much You claim is owed for each.

INTERROGATORY NO. 14: Identify all ways in which You allege State Farm's investigation and evaluation of Your Claim was inadequate.

INTERROGATORY NO. 15: Identify all ways in which You allege State Farm's estimate for the storm damage to Your House was deficient.

INTERROGATORY NO. 16: Identify all assessments, inspections, or estimates of the nature and extent of the damage to Your House and fence from the June 15, 2023 storm, which you allege caused the damage, including the name of the person or entity who performed the assessment, inspection, or estimate, the date it was performed, and the findings or outcomes, including any statements regarding the cause of damage and the estimated cost of repair. Also state whether these assessments or inspections were relied upon in submitting Your Claim to State Farm.

INTERROGATORY NO. 17: Identify all entities or Persons who performed or supervised any work relating to damage to Your House from the June 15, 2023 storm, which you allege caused the damage, including: (a) the scope and nature of the work performed; (b) the dates on which the work was performed; and (c) whether the work has been completed or is still ongoing.

INTERROGATORY NO. 18: Describe with particularity each item of damage You seek to recover in this action against State Farm for each of the claims You assert against it, including the amount of each claimed item of damage, and identify all Documents and Persons with factual knowledge relating to those claimed damages. This Interrogatory requires that You differentiate the damages You seek, and the facts or Documents supporting them, for each claim You assert against State Farm. This Interrogatory also requires that You differentiate the damages You claim were caused by the conduct of State Farm from the damages You claim against the Agent, and differentiate any supporting facts or documents.

INTERROGATORY NO. 19: As to Your engagement of Coastal Claims with regard to the alleged damage to Your House and Your Claim, state:

- a. The date of Your first Communication with Coastal Claims and how and by whom it was initiated;
- b. When Your roof was inspected by Coastal Claims or someone on its behalf, who did the inspection, who was present, and how long it lasted;
- c. All Communications You have had with Coastal Claims regarding Your House or State Farm; and,
- d. The terms of Your agreement with Coastal Claims including how Coastal Claims has been or will be compensated.

INTERROGATORY NO. 20: List all insurance policies, of any type, which have been issued to you by any insurer in the past 10 years. For each such policy, identify the policy number;

the name of the insurer; the type of policy and effective date of coverage; and the name and address of the agent involved in the sale of the policy to you.

INTERROGATORY NO. 21: For any of the insurance policies identified in your responses to Interrogatory No. 20 state:

- (i) whether you read the policy;
- (ii) any questions you had about the policy;
- (iii) when you had any questions about the policy;
- (iv) the names and contact information of any individual(s) with whom you discussed any such questions; and
- (v) the date(s) on which you discussed any such questions with those identified individuals.

INTERROGATORY NO. 22: For every claim you have made on any of the insurance policies identified in your response to Interrogatory No. 20 above, identify as specifically and as fully as possible the facts regarding those claims, including, but not limited to, the date and type of claim made, the name of the insurer and any claims personnel or agent(s) involved, the approximate amount of damages alleged, and the amount of payment made by the insurer, if any.

INTERROGATORY NO. 23: For any of your responses to State Farm's Requests for Admission to which your response is anything other than an unequivocal admission, state all facts in support of your response.

INTERROGATORY NO. 24: Identify each person you expect to call as an expert witness at trial, and include in your response:

- (i) the subject matter on which each expert is expected to testify,
- (ii) the substance of the facts and opinions as to which each expert is expected to testify,

- (iii) a summary of the grounds for each such opinion,
- (iv) the qualifications of each expert, including a list of publications authored by each expert within the preceding ten (10) years,
- (v) the compensation to be paid to each expert for his or her testimony and preparation of such testimony, and
- (vi) a list of any other cases in which each expert witness has testified as an expert at trial or by deposition within the preceding four (4) years.

INTERROGATORY NO. 25: List all civil lawsuits to which you have ever been a party, either as a plaintiff or a defendant, including in your answers the jurisdiction and style of the case, the case number, the court in which the suit was filed, the nature of the claims sought, the disposition of any such lawsuit.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that Your House was insured by the Policy, subject to the terms, conditions, and exclusions stated therein.

REQUEST FOR ADMISSION NO. 2: Admit that State Farm provided You with the Policy at the time of contract and at the time of any renewal(s) of the Policy.

REQUEST FOR ADMISSION NO. 3: Admit that You had a copy of the Policy in Your possession, custody, or control.

REQUEST FOR ADMISSION NO. 4: Admit that the Policy covers hail damage.

REQUEST FOR ADMISSION NO. 5: Admit that the Policy specifies that "We [State Farm] have the right but are not obligated to perform the following: make inspections and surveys of the insured location at any time."

REQUEST FOR ADMISSION NO. 6: Admit that under the Policy, State Farm is not obligated to perform an inspection on Your House at the time of contract or renewal of the Policy.

REQUEST FOR ADMISSION NO. 7: Admit that the cover page of the Policy states: "Please read your policy carefully, especially 'Losses Not Insured' and all exclusions."

REQUEST FOR ADMISSION NO. 8: Admit that You read the Policy.

REQUEST FOR ADMISSION NO. 9: Admit that the Policy states the following under the section "Losses Not Insured": "wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown."

REQUEST FOR ADMISSION NO. 10: Admit that the Policy states the following under the section "Losses Not Insured": "defect, weakness, inadequacy, fault or unsoundness in . . . design, specifications, workmanship, construction, grading, compaction."

REQUEST FOR ADMISSION NO. 11: Admit that the deductible amount was \$3,090 under the Policy during the policy period December 29, 2022 to December 29, 2023.

REQUEST FOR ADMISSION NO. 12: Admit that the Policy states that State Farm "will pay, subject to the specified policy limits, only that part of the amount of the loss that exceeds the deductible amount."

REQUEST FOR ADMISSION NO. 13: Admit that You chose the company that performed the repairs on Your Property for damages related to the date of loss of June 15, 2023.

REQUEST FOR ADMISSION NO. 14: Admit that Your Claim with the date of loss of June 15, 2023 was reported on July 28, 2023

REQUEST FOR ADMISSION NO. 15: Admit that You are not aware of any involvement by Haag Engineering in the handling of your Claim.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Produce all Documents identified, described, or relied upon in Your answers to the foregoing Interrogatories.

REQUEST FOR PRODUCTION NO. 2: Produce all photographs, videos, diagrams, or recordings that You contend depict the alleged wind or hail damage, the cause of the damage, or any repair work performed to any part of Your Property.

REQUEST FOR PRODUCTION NO. 3: Produce all Documents in Your possession in any way relating to Your Claim for benefits under the Policy.

REQUEST FOR PRODUCTION NO. 4: Produce all Documents relating to or reflecting Communications of any kind between You and State Farm, or anyone You believe to have been acting on behalf of State Farm, in any way relating to Your Claim for benefits under the Policy.

REQUEST FOR PRODUCTION NO. 5: Produce all Documents relating to or reflecting Communications of any kind between You and State Farm, or anyone You believe to have been acting on behalf of State Farm, in any way relating to Your Policy.

REQUEST FOR PRODUCTION NO. 6: Produce all documents relating to or reflecting Communications of any kind between You and any other person, including but not limited to roofing contractors or public adjusters, in any way relating to Your Claim for benefits under the Policy or the damage to Your House for which You submitted the Claim. As to any Documents or communications which You withhold in whole or in part on the grounds of privilege or confidentiality, please provide a privilege log in accordance with Instruction No. 6 above to validate the claim of privilege or confidentiality.

REQUEST FOR PRODUCTION NO. 7: Produce all State Farm Documents that are in Your possession, or in the possession of anyone acting on Your behalf, including counsel, if You intend to rely upon them, directly or indirectly, in pursuing Your allegations in this lawsuit.

REQUEST FOR PRODUCTION NO. 8: Produce all Documents evidencing or relating to the damages You seek to recover in this lawsuit, contractual, tort or any other.

REQUEST FOR PRODUCTION NO. 9: Produce any and all Documents in any way evidencing, supporting, or related to Your claim that State Farm acted unreasonably and/or in bad faith.

REQUEST FOR PRODUCTION NO. 10: Produce all Documents evidencing or in any way relating to the claim that State Farm's conduct was "intentional, willful, malicious, and/or in reckless disregard of the rights of others."

REQUEST FOR PRODUCTION NO. 11: Produce all Documents in any way evidencing, supporting, or related to Your claim that State Farm breached its contract with You.

REQUEST FOR PRODUCTION NO. 12: Produce all surveys, inspections, appraisals, and other evaluations or reports on the condition of the House in the last 10 years.

REQUEST FOR PRODUCTION NO. 13: Produce any and all Documents relating to the inspection or investigation of Your House by any roofer, public adjuster, contractor, or professional, including but not limited to estimates, photos, and notes from the inspection.

REQUEST FOR PRODUCTION NO. 14: Produce a copy of any agreements You have with any roofing contractor, public adjuster, or professional for damage to Your House related to Your Claim. Also produce any other Documents You provided to or received from the contractor, public adjuster, or professional, including invoices.

REQUEST FOR PRODUCTION NO. 15: Produce all Documents which evidence or relate to Your Claim that Your roofing system was damaged as a result of the wind/hail.

REQUEST FOR PRODUCTION NO. 16: Produce all Documents which evidence or relate to any claim that Your House suffered storm damage other than from hail.

REQUEST FOR PRODUCTION NO. 17: Produce all Documents evidencing or relating to any estimates or assessments of the damage to Your House based upon which You have made the Claim in this action.

REQUEST FOR PRODUCTION NO. 18: Produce copies of all Documents evidencing or relating to any repairs that have been made to the roof of Your House and/or its Appurtenances for the past fifteen (15) years.

REQUEST FOR PRODUCTION NO. 19: Produce copies of all Documents evidencing or relating to any inspections that have been made of Your House for the past fifteen (15) years.

REQUEST FOR PRODUCTION NO. 20: Produce all Documents in any way relating to Your claims in Your Petition or relating to State Farm's Answer and Defenses to those claims.

REQUEST FOR PRODUCTION NO. 21: Produce a copy of any insuring agreement, other than Your policies with State Farm, that provide or have provided coverage for Your House for the past 10 years.

REQUEST FOR PRODUCTION NO. 22: Produce copies of any social media posts, emails, or other internet postings made by You related to Your Claim, any storm event, any House damage or State Farm.

REQUEST FOR PRODUCTION NO. 23: Produce all Documents received by You from third parties in response to subpoenas or other collection or discovery efforts in this lawsuit.

REQUEST FOR PRODUCTION NO. 24: For each person whom You expect to call as an expert witness at trial, produce the following:

- (a) a copy of each expert's curriculum vitae or resume;
- (b) copies of all Documents provided to and/or relied upon by each expert in this case, including Documents relating to facts, data, or assumptions Your attorney provided and the expert considered in forming the opinions to be expressed, except for those Documents protected by the work-product doctrine;
- (c) copies of all articles or publications authored by the expert witness within the preceding ten (10) years;
- (d) a copy of any Document, whether in the form of a report, correspondence or otherwise, setting forth the substance of the facts and opinions to which the expert is expected to testify and grounds for each opinion;
- (e) Documents reflecting the compensation to be paid to the expert witness for the testimony and preparation for the testimony; and
- (f) copies of all transcripts of the expert's trial or deposition testimony within the preceding four (4) years.

REQUEST FOR PRODUCTION NO. 25: Produce all exhibits You intend to offer at the trial in This Litigation.

REQUEST FOR PRODUCTION NO. 26: Produce all text messages You have sent or received relating to the allegations, claims, defenses, or issues in This Litigation.

REQUEST FOR PRODUCTION NO. 27: Produce all documents in any way evidencing, supporting, or relating to the "systematic and pervasive Scheme" You allege that State Farm and/or Agent perpetrated or operated as alleged in Your Petition.

REQUEST FOR PRODUCTION NO. 28: Produce all documents in any way evidencing or relating to any claim for mental anguish and/or physical or emotional suffering in This Litigation, including, but not limited to, medical records, mental health care records, forms, explanations of benefits, bills, statements, or charges evidencing or relating to any treatments You received for mental anguish or any medications You took for treatment of Your mental anguish and/or physical or emotional suffering.

REQUEST FOR PRODUCTION NO. 29: Produce all Documents relating to the condition, construction, design, maintenance, and/or value of the House, including, but not limited to, photographs of the interior or exterior taken at any time; mortgages, deeds, or liens; contracts for sale or lease; valuations; appraisals; tax assessments, statements, and bills; and construction documents of any kind, including, but not limited to, blueprints, plans, architectural drawings, estimates, invoices, repair bids, remodeling, inspections, evaluations, or proposals relating to the House whether such documents were for changes to the home before or after Your claims arose.

REQUEST FOR PRODUCTION NO. 30: Produce all Documents evidencing or related to the fair market value of the House before the loss.

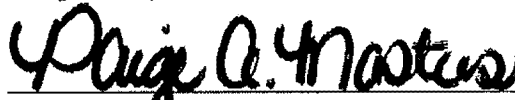
REQUEST FOR PRODUCTION NO. 31: Produce all documents evidencing or related to the fair market value of the House after the loss.

REQUEST TO PERMIT ENTRY ONTO PROPERTY

REQUEST TO PERMIT ENTRY NO. 1: Permit State Farm and its representatives to enter onto Your Property for the purposes of inspecting (i) the exterior of the House and garage; and (ii) the interior spaces of the Property, as further stated below, including every room that Plaintiffs contend has suffered damage for which State Farm must pay to repair or replace under the Policy. The areas of inspection shall be the roofs of the House and garage; Appurtenances to

the roofs including, but not limited to, guttering, valley metal, vents, rain caps, ridges, and any other items next to, comprising or associated with the roofs, including the crawlspace or attic under the roofs as needed; windows; soffits; and all areas within the House that Plaintiffs claim have suffered insured damage, including but not limited to ceilings, attic spaces, walls, floor coverings, cabinets, light fixtures, appliances, woodwork, stone, and windows. The inspection shall include exterior surfaces such as columns, brick, concrete, fencing and like items and materials as useful in evaluating the existence, cause or scope of any damage. The date and time for entry shall be at an agreed time no longer than 60 days after service of this Request and shall continue until State Farm's inspection is completed. In the event the inspection is not completed in one day, the same shall be continued and completed at a mutually agreeable date and time.

Respectfully submitted,



Timila S. Rother, OBA #14310

Paige A. Masters, OBA #31142

CROWE & DUNLEVY,

A PROFESSIONAL CORPORATION

Braniff Building

324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

(405) 239-6651 (Facsimile)

timila.rother@crowedunlevy.com

paige.masters@crowedunlevy.com

**ATTORNEYS FOR DEFENDANT STATE
FARM FIRE AND CASUALTY COMPANY**

CERTIFICATE OF SERVICE

This is to certify that on the 29th day of August, 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

WHITTEN BURRAGE

512 North Broadway Avenue, Suite 300

Oklahoma City, OK 73102

Daige A. Masters

From: John Sanders <jsanders@whittenburrage.com>
Sent: Friday, September 26, 2025 2:56 PM
To: Timila S. Rother; Paige Masters; Amanda Finch
Cc: Blake Sonne; Hannah Whitten; Jake Denne; Brad Beskin; Karen Stratton
Subject: RE: Giertz v. State Farm; CJ-2025-1132; West v. State Farm; CJ-2025-135 - plaintiffs' discovery responses

ALERT: Email contains attachments from external sender. Be cautious.

Timila,
20 days is agreeable on Giertz and West. We will docket 20 days from today. While I wish not to respond to matters consistently raised that are well beyond the scope of a simple discovery extension request, I agree that we will do our best to work together and keep on track. Thank you and have a great weekend!

Respectfully,

John Scott Sanders
Attorney

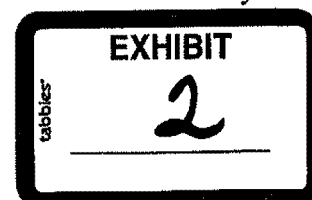
WB
WHITTEN BURRAGE
512 N. Broadway Avenue
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Oklahoma City, OK 73102
Telephone: (405) 516-7800
Facsimile: (405) 516-7859
jsanders@whittenburrage.com
www.whittenburrage.com

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From: Timila S. Rother <timila.rother@crowedunlevy.com>
Sent: Friday, September 26, 2025 12:31 PM
To: John Sanders <jsanders@whittenburrage.com>; Paige Masters <paige.masters@crowedunlevy.com>; Amanda Finch <amanda.finch@crowedunlevy.com>
Cc: Blake Sonne <bsonne@whittenburrage.com>; Hannah Whitten <hwhitten@whittenburrage.com>; Jake Denne <jdenne@whittenburrage.com>; Brad Beskin <bbeskin@whittenburrage.com>; Karen Stratton <kstratton@whittenburrage.com>
Subject: RE: Giertz v. State Farm; CJ-2025-1132; West v. State Farm; CJ-2025-135 - plaintiffs' discovery responses

Hello John,

We have no objection to a reasonable extension. You said 2-3 weeks but could we set a time certain? Maybe 20 days?

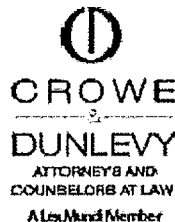


But, I do want to note to Blake and Hannah that I believe these extension courtesies need to be more mutual. While I appreciate that the CLUE hearing was moved due to Lance's absence and that similar courtesies have been given, in response to my specific query, you have taken the position that noticed depositions will not be postponed if a Motion to Quash is filed absent an order from the Court. I know you all have said you will work with us on dates but these wide-ranging corporate notices will require court guidance and insistence that such occur on an expedited basis across multiple cases while we agree to 20 day extensions on discovery responses is not equitable. In short, you all are issuing notices, without prior date discussion, for about 30 days out and then insisting that we have it ruled upon or appear at the deposition. Thus, we have about 30 days to confer, file a motion and get a hearing and ruling, all the while preparing witnesses for deposition. In contrast, we have been agreeing to 20 day (or longer) extensions on top of the 33 days you have already to respond. Thus, you have 53 days to respond to basic discovery.

Reggie called me earlier today mistakenly thinking I had objected to an extension request when it was a different firm. I told him on that call that, while I intended to agree to this extension, I did not think the courtesies were mutual, though I acknowledged cooperation on hearing dates and that I would be further flagging this issue.

Hopefully we can work to keep all of this on track with mutual courtesies where needed, without any of us causing unnecessary fire drills or unnecessary delay.

Thanks,
Timila



Timila S. Rother
Shareholder/Director
405.235.7757



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From: John Sanders <jsanders@whittenburragelaw.com>

Sent: Thursday, September 25, 2025 1:14 PM

To: Timila S. Rother <timila.rother@crowedunlevy.com>; Paige Masters <paige.masters@crowedunlevy.com>; Amanda Finch <amanda.finch@crowedunlevy.com>

Cc: Blake Sonne <bsonne@whittenburragelaw.com>; Hannah Whitten <hwhitten@whittenburragelaw.com>; Jake Denne <jdenne@whittenburragelaw.com>; Brad Beskin <bbeskin@whittenburragelaw.com>; Karen Stratton <kstratton@whittenburragelaw.com>

Subject: Giertz v. State Farm; CJ-2025-1132; West v. State Farm; CJ-2025-135 - plaintiffs' discovery responses

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Timila,

We are working through discovery responses in both of the Giertz and West cases. These are both newly remanded, have no Scheduling Order entered, and both have Motions to Dismiss pending hearings on October 8 and October 15. Additional time on these would be greatly appreciated. Would you be agreeable to 2-3 weeks for an extension? Thank you.

Respectfully,

John Scott Sanders

Attorney

WB
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Oklahoma City, OK 73102

Telephone: (405) 516-7800

Facsimile: (405) 516-7859

jsanders@whittenburrage.com

www.whittenburrage.com

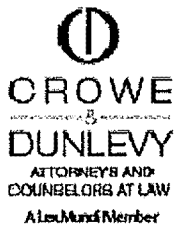
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From: Timila S. Rother
Sent: Saturday, October 18, 2025 10:37 AM
To: John Sanders; Paige Masters; Debra Lawson
Cc: Reggie N. Whitten; Michael Burrage; Blake Sonne; Hannah Whitten; Brad Burgess; colby@burgess-hightower.com; Jake Denne; Brad Beskin; Karen Stratton
Subject: RE: West v. State Farm - Plaintiffs' Responses to RFAs
Attachments: RE: Giertz v. State Farm; CJ-2025-1132; West v. State Farm; CJ-2025-135 - plaintiffs' discovery responses

Good Morning John,

Thank you for the RFA responses. Per the attached email, we agreed to a 20 day extension for all responses, which you indicated on the attached that you would calendar for 20 days from September 26; thus October 16. On October 17th, we received only the RFA responses and no responses to interrogatories or document requests and no explanation or timeline. Also, we have asked for deposition dates for the Plaintiffs and have received no response. Therefore, please 1) provide the full discovery responses at least by Wednesday, October 22 and 2) please also at that time provide deposition dates for the Wests.

Thank you,
Timila



Timila S. Rother
Shareholder/Director
405.235.7757



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From: John Sanders <jsanders@whittenburragelaw.com>
Sent: Friday, October 17, 2025 4:59 PM
To: Timila S. Rother <timila.rother@crowedunlevy.com>; Paige Masters <paige.masters@crowedunlevy.com>; Debra Lawson <debra.lawson@crowedunlevy.com>
Cc: Reggie N. Whitten <rwhitten@whittenburragelaw.com>; Michael Burrage <mburrage@whittenburragelaw.com>; Blake Sonne <bsonne@whittenburragelaw.com>; Hannah Whitten <hwhitten@whittenburragelaw.com>; Brad Burgess <brad@burgess-hightower.com>; colby@burgess-hightower.com; Jake Denne <jdenne@whittenburragelaw.com>; Brad Beskin <bbeskin@whittenburragelaw.com>; Karen Stratton <kstratton@whittenburragelaw.com>
Subject: West v. State Farm - Plaintiffs' Responses to RFAs

ALERT: Email contains attachments from external sender. Be cautious.

Counsel,



Please see attached Plaintiffs' Responses to State Farm's RFAs. Thank you.

Respectfully,

John Scott Sanders
Attorney


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Suite 300
Oklahoma City, OK 73102
Telephone: (405) 516-7800
Facsimile: (405) 516-7859
jsanders@whittenburrage.com
www.whittenburrage.com

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Timila S. Rother
Direct Tel: (405) 235-7757

timila.rother@crowedunlevy.com

November 25, 2025

VIA EMAIL & U.S. MAIL

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
John S. Sanders
Jake Denne
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102

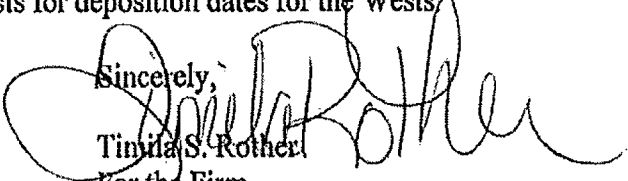
Re: *West v. State Farm Fire and Casualty Company and Nancy Holcomb Insurance Agency, Inc.*, Case No. CJ-2025-135, District Court of Comanche County, State of Oklahoma

Counsel,

We served written interrogatories, document requests and requests for admissions on you in this case on August 29, 2025. You asked for and we agreed to a 20-day extension to October 16. We received Plaintiffs' response to State Farm's request for admissions on October 17, 2025. You did not also respond to State Farm's interrogatories or document requests on the 16th or 17th, and now almost 40 days later you still have not responded. Please provide those responses by December 3 or provide a time to meet and confer so that we may move to compel the responses.

Additionally, by letters dated September 25, 2025 and October 23, 2025 we have asked you to provide the damage disclosures required by 12 O.S. § 3226(A)(2). This is a separate disclosure independent of the discovery requests and not negated by the discovery responses (which we do not have in any event). Please separately provide those disclosures by December 3. or again provide a time to meet and confer in advance of a Motion to Compel.

Also, we repeat our now three requests for deposition dates for the Wests.

Sincerely,

Timila S. Rother
For the Firm

6133409

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OKLAHOMA CITY • Braniff Building • 324 N. Robinson Ave., Ste. 100 • Oklahoma City, OK 73102
DALLAS • HOUSTON • TULSA
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