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DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
October 9, 2026 4:53 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

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2. Plaintiffs finally served their responses on December 23, 2025 and produced some documents. In light of those responses, State Farm withdrew its original Motion to Compel by

filing a Notice of Mootness on April 2, 2026. Plaintiffs did not substantively answer Interrogatory No. 24, instead stating that that Plaintiffs had “not yet identified, nor decided on which, if any, expert witnesses may be called at trial” and “reserve[d] the right to supplement and/or revise this answer in accordance with the Court’s Scheduling Order.” Plaintiffs likewise objected to Request for Production No. 24 as premature and stated they would “produce expert witness information when said production is ripe in accordance with the Court’s Scheduling Order” and again reserved the right to supplement. *See* Exhibit 1, relevant excerpts of Plaintiffs’ Responses to State Farm’s First Set of Discovery, Answers to Interrogatory No. 24 and Request for Production No. 24.

3. Plaintiffs supplemented Interrogatory Nos. 2, 11, 12, 20, and 25 on March 18, 2026—but not Interrogatory No. 24 or Request for Production No. 24. *See* Exhibit 2, Plaintiffs’ Supplemental Responses to State Farm’s First Set of Discovery at 5-6, 14-17. On July 21, 2026, Plaintiffs supplemented Interrogatory No. 11 and Request for Production Nos. 1, 3, 7, 8, and 28—but again not Interrogatory No. 24 or Request for Production No. 24. *See* Exhibit 3, Plaintiffs’ Second Set of Supplemental Responses to State Farm’s First Set of Discovery at 4-18. Neither supplement addressed State Farm’s expert discovery. *See* Exhibit 2 at 1-2; Exhibit 3 at 1-2.

4. Plaintiffs’ witness lists identified proposed experts as the case developed. The May 22, 2026 Preliminary Witness List identified Romano and Haskins as insurance and bad-faith experts, Young as an economics expert, and Jared Joseph as a roofing and construction expert. *See* Exhibit 4, Plaintiffs’ May 22, 2026 Preliminary Witness and Exhibit List at 8-9. The June 23, 2026 Final Witness List identified Johnathan Spyres, rather than Joseph, as the roofing and construction expert. *See* Exhibit 5, Plaintiffs’ June 23, 2026 Final Witness and Exhibit List at 8-9. Plaintiffs’ September 16, 2026 First Amended Witness List continued to identify Romano, Haskins, Young, and Spyres as experts and listed other witnesses expected to testify about roof conditions,

inspections, damages, estimates, or related matters. *See* Exhibit 6, Plaintiffs' September 16, 2026 First Amended Witness List at 2-3. The lists provided names and general subject areas, but Plaintiffs still did not supplement Interrogatory No. 24 or produce documents responsive to Request for Production No. 24.

5. On September 14, 2026, State Farm requested deposition dates for "any persons [Plaintiffs] plan[ned] to proffer as expert witnesses" and supplementation of Interrogatory No. 24 and Request for Production No. 24 by September 21, 2026. State Farm explained that it needed the information "to proceed with the depositions, evaluate *Daubert* motions and to evaluate [its] own expert needs." *See* Exhibit 7, September 14, 2026 Email.

6. At the September 24, 2026 hearing, Plaintiffs' counsel stated that Plaintiffs were "explicitly relying on Mark Romano and Walt Haskins as [their] bad faith experts" and asserted that their experts had been identified on witness lists and in discovery. *See* Exhibit 8, September 24, 2026, Hearing Tr. at 6:7-17. State Farm responded that it had served "very specific interrogatories" permitted by the Oklahoma Discovery Code that "require a lot more information than [State Farm had] to date," and that State Farm had requested both supplementation and deposition dates but had "not received either one." *Id.* at 7:9-15. State Farm thus advised the Court that the witness list disclosures did not provide the information requested in Interrogatory No. 24 and Request for Production No. 24 or the information necessary to prepare for expert depositions.

7. On September 30, 2026, State Farm memorialized its understanding that Plaintiffs had agreed at the hearing to provide the supplementation and deposition dates. Plaintiffs did not dispute that understanding or provide either. State Farm again requested supplemental responses and October deposition dates so it could "proceed with expert depositions, evaluate any *Daubert*

issues, and assess [its] own expert needs.” See Exhibit 9, September 30, 2026 Email. To date, Plaintiffs have provided neither supplementation nor deposition dates.

ARGUMENTS AND AUTHORITIES

I. Plaintiffs Must Supplement Their Expert Discovery Responses, and Expedited Relief Is Necessary.

Oklahoma’s Discovery Code permits a party, through interrogatories, to require another party to identify each person expected to testify as an expert and state the subject matter on which the expert is expected to testify, “the substance of the facts and opinions to which the expert is expected to testify,” and “a summary of the grounds for each opinion.” 12 O.S. § 3226(B)(4)(a)(3). The Code further requires a party to “seasonably supplement” its response concerning the identity of each person expected to be called as an expert witness, the subject matter on which the witness is expected to testify, and the substance of the witness’s testimony. 12 O.S. § 3226(E)(1)(b). State Farm’s Interrogatory No. 24 seeks that specific discoverable expert information, and Request for Production No. 24 seeks the related documents. Plaintiffs initially stated that they had not identified expert witnesses and reserved the right to supplement. They later identified proposed experts in witness lists filed in May, June, and September 2026, but did not supplement either response. Their operative responses are therefore incomplete.

The Code authorizes a motion to compel an interrogatory answer or inspection and copying under a request for production. 12 O.S. § 3237(A)(2). “[A]n evasive or incomplete answer is to be treated as a failure to answer.” 12 O.S. § 3237(A)(3). State Farm sought complete responses and materials without court action and separately requested expert deposition dates. Plaintiffs supplied neither. If the motion is granted, the Court “shall” require payment of State Farm’s reasonable expenses, including attorney fees, unless the opposition was substantially justified or other circumstances make an award unjust. 12 O.S. § 3237(A)(4).

The witness lists do not satisfy Plaintiffs' discovery obligations. They provide names and broad subjects, but not each expert's opinions, supporting facts and grounds, or the information and documents requested. The change from Joseph to Spyres further demonstrates the need for current supplemental responses.

The resulting prejudice is concrete. Oklahoma's Discovery Code expressly contemplates taking the deposition of an expert witness. 12 O.S. § 3226(B)(3). As *Cohlmia v. Ardent Health Servs., LLC* explained, "prejudice is created when . . . what the experts will testify to at trial" is not revealed because the opposing party "can only guess at the substance of the testimony" and its own expert preparation is adversely affected. 254 F.R.D. 426, 434 (N.D. Okla. 2008). Without complete disclosures, State Farm cannot meaningfully prepare expert depositions, evaluate *Daubert* challenges, or determine its own expert needs.

Plaintiffs insist this case is going to trial on November 9, 2026 but have not complied with the obligations of the discovery code to put the parties in a position to do so.

II. Alternatively, Expert Evidence Not Timely Disclosed and Made Available for Discovery Should Be Excluded.

State Farm diligently sought supplementation and deposition dates before and after the September 24 hearing. *See* Exhibits 7, 9; Exhibit 8, September 24, 2026, Hearing Tr. at 7:9-15. Discovery closes October 22, 2026 and other pretrial deadlines are quickly approaching. As the Court recognized, "[w]e're in a real time crunch for a November trial." *Id.* at 116:10-12.

In evaluating whether the exclusion of testimony would constitute an abuse of discretion, the Oklahoma Supreme Court has considered the danger of unfair prejudice or surprise, the ability to cure the prejudice, confusion of the issues, disruption of the proceedings, bad faith or willfulness, and the loss of a constitutional or statutory right. *See Crussel v. Kirk*, 1995 OK 41, 894 P.2d 1116, 1119 n.10. Those considerations support targeted exclusion if Plaintiffs' delay

leaves insufficient time to complete meaningful expert discovery. Consistent with those considerations, any alternative relief should be tailored to the particular discovery prejudice. In *Ashford v. Coffey*, the court offered that narrower relief directed at the specific prejudice suffered, such as “prohibiting the witness who could not be deposed from testifying at trial,” could have been considered by the lower court. 2009 OK CIV APP 14, ¶¶ 10–14, 214 P.3d 814, 816–17. That tailored approach supports State Farm’s alternative request. If prompt supplementation and depositions can still cure the prejudice, compelled discovery is the appropriate primary relief. If they cannot, targeted exclusion of the undisclosed expert evidence — or of an expert who cannot be deposed in time — is directed to the specific prejudice caused by Plaintiffs’ delay. Section 3237 further authorizes an order prohibiting a party from introducing designated matters in evidence if the party fails to obey an order compelling discovery. 12 O.S. § 3237(B)(2)(b).

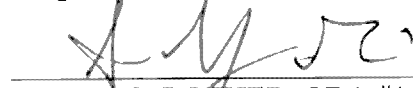
The need for timely relief is particularly acute because the missing discovery concerns the substance of Plaintiffs’ proposed expert testimony. In *Discover Bank v. Gardner*, the Court of Civil Appeals emphasized the significance of withheld information that “went to the heart of the case.” 2007 OK CIV APP 69, ¶¶ 6–11, 166 P.3d 499, 501–02. Here, Interrogatory No. 24 and Request for Production No. 24 seek the opinions Plaintiffs’ designated experts intend to offer, the facts and grounds supporting those opinions, and the materials on which the experts relied. Without that information, State Farm cannot meaningfully prepare to meet Plaintiffs’ expert evidence.

CONCLUSION

State Farm respectfully requests expedited relief requiring Plaintiffs, within three business days, to: (1) supplement Interrogatory No. 24 with all requested information for each intended expert; (2) supplement Request for Production No. 24 and produce all responsive materials; and (3) provide dates permitting the necessary expert depositions before discovery closes. Alternatively, because Plaintiffs’ delay has impaired State Farm’s ability to complete expert

discovery and meet the remaining pretrial deadlines, State Farm requests exclusion of any expert opinion, basis, material, exhibit, or testimony not timely disclosed and made available for discovery and any expert not timely made available for deposition. State Farm also requests its reasonable fees and costs under 12 O.S. § 3237(A)(4).

Respectfully submitted,



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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 9th day of October 2026, to:

Reggie N. Whitten

Michael Burrage

Blake Sonne

Hannah Whitten

John S. Sanders

Jake Denne

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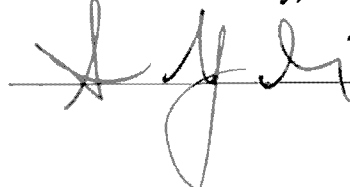


EXHIBIT 1

claims. Plaintiffs have also submitted a few various, minor car damage claims with Nancy Holcomb.

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.

ANSWER NO. 23. Plaintiffs object to the extent this Interrogatory requires Plaintiffs to prematurely marshal all evidence or state a contention. Plaintiffs further object to this Interrogatory as vague, overly broad, unduly burdensome, and premature since discovery is ongoing and Plaintiffs have not discovered all relevant information at this time.

Subject to the foregoing objections, Plaintiffs refer Defendant to Plaintiffs' Objections and Responses to Defendant's Requests for Admission for information responsive to this Interrogatory.

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.

ANSWER NO. 24. Plaintiffs object to Interrogatory No. 24 as premature as discovery is ongoing and Plaintiffs have not yet identified, nor decided on which, if any, expert witnesses may be called at trial. Insofar as this Interrogatory seeks to ascertain the identity, writings, and opinions of Plaintiffs' experts who have been retained or utilized to date solely as an advisor or consultant, it is violative of Oklahoma's Discovery Code and/or the work-product doctrine. Subject to the foregoing objections, Plaintiffs reserve the right to supplement and/or revise this answer in accordance with this Court's Scheduling Order.

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.

ANSWER NO. 25. Plaintiffs object to Interrogatory No. 25 as overly broad, unduly burdensome, and not proportional to the needs of the case under 12 O.S. § 3226(B)(1). The Interrogatory imposes no temporal limitation and seeks information concerning "all civil lawsuits [Plaintiffs have] ever been a party to," regardless of age, subject matter, or relevance. To the extent Defendant seeks details concerning the "nature of the claims" or "disposition" of cases unrelated to the subject matter of this litigation, the Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, Plaintiffs recall being involved in the following civil actions in their personal capacities:

Lacy West was the plaintiff in a personal injury action in the District Court in and for Tulsa County, Oklahoma, which was filed on 1/19/2024: *Lacy West v. Noah and Kevin Olsen*, Case No. CJ-2024-199 (Tulsa Cnty. Dist. Ct., filed Jan. 19, 2024). The case was settled. Neil West was

RESPONSE TO REQUEST NO. 22 After a diligent search of the reasonably accessible sources, none exist.

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.

RESPONSE TO REQUEST NO. 23 None at this time. As discovery in this case is ongoing, Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

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.

RESPONSE TO REQUEST NO. 24 Plaintiffs object to this Request as premature. Plaintiffs will produce expert witness information when said production is ripe in accordance with the Court's Scheduling Order. Plaintiffs specifically reserve the right to supplement and/or revise this response.

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

RESPONSE TO REQUEST NO. 25 Plaintiffs object to this Request as premature. Plaintiffs will produce trial exhibit information when said production is ripe in accordance with the Court's Scheduling Order. Plaintiffs specifically reserve the right to supplement and/or revise this response.

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.

RESPONSE TO REQUEST NO. 26 Plaintiffs object to this Request as overly broad, unduly burdensome, and seeks materials protected by the attorney-client privilege. Subject to the foregoing objections, *see Plaintiffs' document production and production log forthcoming*. By way of further responding, Plaintiffs' conversations regarding the specified subjects largely took place via telephone call.

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.

RESPONSE TO REQUEST NO. 27 Plaintiffs object to this Request because this is an improper contention Request and is overly broad and unduly burdensome on its face because it systematically tracks the allegations in Plaintiffs' Petition and demands identification of any and

Respectfully submitted,

/s John Sanders

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of December 2025, the above and foregoing was emailed and/or mailed to:

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

/s John Sanders

John Sanders

VERIFICATION

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, Neil and Lacy West, of lawful age, being first duly cautioned and sworn, state that we are the Plaintiffs in the within action; that we have read *Plaintiffs' Answers to Defendant's Interrogatories* and that the statements made therein are true and correct to the best of our knowledge and belief.

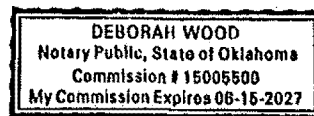
Neil West
Neil West

Lacy West
Lacy West

SUBSCRIBED AND SWORN TO before me this 23rd day of December 2025.

Deborah Wood
Notary Public Deborah Wood

My Commission Expires: 6/15/27



Plaintiffs assert the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve their objections. Without waiving any objections, Plaintiffs' counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiffs' answers/responses, and objections.

PRELIMINARY STATEMENT

Plaintiffs state that, after a reasonable search and inquiry, they have made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiffs also reserve the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

The following objections and conditions qualify each and every answer of Plaintiffs to Defendant's discovery requests, and are incorporated by this reference into each and every answer of Plaintiffs to Defendant's discovery requests, as is fully set forth therein:

1. These Responses are based upon information presently available to Plaintiffs. Plaintiffs' discovery and investigation in this case are continuing and are not complete; these Responses therefore cannot and do not purport to set forth all facts, theories, or evidence upon which Plaintiffs will ultimately rely after their discovery and investigation are complete. Plaintiffs reserve the right to amend, modify, and supplement these Responses. Further, these Responses are based upon Plaintiffs' best efforts to respond in accordance with their present ability and information.

2. Plaintiffs object to any and all instructions and definitions which require answers beyond the scope of the Oklahoma Discovery Code. Plaintiffs will respond to these discovery requests in accordance with the Oklahoma Discovery Code.

3. A statement that Plaintiffs will make available for examination by Defendant certain business records from which an answer to a discovery request may be derived or ascertained is not intended as a representation that business records containing responsive information exist. Further, the production of any such business records shall be subject to redaction and/or production without waiver of Plaintiffs' objection to these discovery requests.

4. Plaintiffs object to Defendant's discovery requests to the extent they call for the disclosure of information which is protected from discovery and privileged for the reason that (a) is subject to the attorney/client privilege; (b) is covered by the "work product" doctrine; (c) was generated and in anticipation of litigation or for trial by or for Plaintiffs or Plaintiffs' representatives, including their attorneys, consultants or agents; (d) was prepared for the purposes of settlement negotiation; (e) is protected as a trade secret; (f) is subject to a protective or confidentiality agreement or order; and (g) is otherwise privileged or beyond the scope of discovery under the applicable rules and laws.

5. Where the answer to a discovery request propounded by Defendant may be derived or ascertained from the documents which will be produced by Plaintiffs, and the burden of deriving or ascertaining the answers is substantially the same, Plaintiffs reserve the right to refer Defendant to such documents and records.

6. Where Plaintiffs refer Defendant to the documents which will be produced by Plaintiffs for the purposes of responding to any discovery request, such production of documents and information shall also be subject to all of the objections and conditions set forth in Plaintiffs'

responses to Defendant's requests for production of documents, and all such objections and conditions are incorporated in this pleading by reference as if fully set forth herein.

7. By responding to the discovery requests of Defendant, Plaintiffs concede neither the relevancy nor the admissibility of any information provided or documents produced in response to such requests.

8. Plaintiffs object to the extent Defendant's discovery requests seek information and/or documents generated and/or formulated by persons or entities independent of Plaintiffs over whom Plaintiffs have no control.

9. Plaintiffs object to the extent Defendant's discovery requests are amorphous, vague, overly broad, unduly burdensome and so costly as to render compliance impractical.

Subject to the foregoing objections and conditions and subject to the specific additional objections made with respect to each discovery request, Plaintiffs hereby submit their Responses to the Discovery Requests as follows:

ANSWERS TO INTERROGATORIES

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.

ANSWER NO. 2: Plaintiffs object to this Interrogatory because it seeks information and/or documents that may already be in Defendant's possession, custody, or control since Defendants already determined that the Insured Property was in good and insurable condition and qualified for a replacement cost policy at 100% full replacement cost value, or else Defendants would not have sold and issued the policy. Plaintiffs further object that the Interrogatory is overly broad and unduly burdensome in that it seeks identification of "all" such inspections "at any time", including those

that may have occurred without any bearing on the property damaged in the storm at issue, the loss, Plaintiffs' Claim, etc. Because discovery in this case is ongoing, Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer.

Subject to the foregoing objections, in addition to any post-storm inspection made by State Farm, Plaintiffs' roofing contractor, Bobby Odom inspected the house on two occasions, once approximately one month after the storm on June 15, 2023 and once shortly after Plaintiffs hired Coastal Claims on April 17, 2024. Based on these inspections, Coastal Claims found the House sustained deep hail damage to shingles across its entire roof, and additional severe damage to the House's gutters, fencing, external facets, interior rooms, and electrical systems. Coastal Claims developed a preliminary estimate of over \$50,000.00 to repair and/or replace damage to the insured property on April 25, 2024, adding that the full extent of the damage may not have been identified yet. Additionally, the property was inspected by a roofing contractor, Derek Franklin, on or about September 15, 2023 and again on or about November 15, 2023. From these inspections, it was determined that the roof was totaled and required full replacement due to the widespread damage. Plaintiffs maintain that additional inspections may have taken place, but Plaintiffs do not recall every inspection of the Insured Property, and/or the name of the person/entity that inspected, that has ever occurred.

By way of further responding, Plaintiffs opt to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.**

SUPPLEMENTAL ANSWER NO. 2: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 2, there have been two

appraisals of the Insured Property on December 30, 2025 for Arvest Bank and February 9, 2026 for Rocket Mortgage. The appraisal for Arvest was produced on February 25, 2026 in response to Defendant Nancy Holcomb Ins. Agency, Inc. First Discovery Requests. The appraisal for Rocket Mortgage is being produced along with these supplemental responses hereto.

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

ANSWER NO. 11: Plaintiffs object on the grounds this Interrogatory is overly broad and unduly burdensome on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Interrogatory may also seek a legal conclusion, which invades the province of a duly empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, Plaintiffs refer Defendant to the Petition and Objections and Answer to Interrogatory Nos. 2, 4, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16, and 18, which contain information, individuals, and documents responsive to this Interrogatory. By way of further responding, State Farm used a series of bad faith tactics to deny the Claim and avoid paying Plaintiffs their full replacement cost benefits pursuant to the Policy. Regarding Plaintiffs' Claim, State Farm deployed two key elements of the Wind/Hail Focus Initiative: (1) relying on an internal, narrow, and very limited definition of what constitutes hail damage (i.e., "*functional damage*") that is not contained in the Policy in order to disavow clear hail damage to Plaintiffs' roof shingles;

and (2) using its bad faith pattern and practice of wrongfully attributing wind and hail damage to pre-existing damage—here, *wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown*—in order to further disclaim wind and hail damage to the roof shingles and wrongfully deny Plaintiffs their full replacement cost benefits in support of the Scheme.

State Farm's April 10, 2024 denial letter revealed its false and bad faith reliance on pre-existing damage to deny Plaintiffs' Claim, which cited policy language excluding losses caused by "wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown."

Testimony available in the public record shows that although State Farm's adjusters have the authority to deny a full roof replacement during an on-site inspection, those very same adjusters cannot approve a full roof replacement during the inspection and are required to elevate consideration of a full roof replacement to upper management for review. These are just a few of the many bad faith tactics (the "Wind/Hail Focus Initiative" and resultant Scheme) State Farm uses to save money and maximize profits by wrongfully denying storm damage roof claims, many of which were used to wrongfully deny Plaintiffs' Claim. State Farm has specifically targeted full roof replacements as a way to lower indemnity payments on roof claims without proper justification and reasonable grounds for doing so. Plaintiffs were just another innocent victim of State Farm's Scheme.

Former State Farm adjuster Amy Lanier and current State Farm adjuster Kelly Wienstroer have testified as to the managerial approval requirement for consideration of full roof replacements, as well as State Farm's bad faith practices regarding team managers instructing adjusters to attribute wind/hail damage to wear and tear and other forms of pre-existing damage to

deny the claim or else those adjusters will receive negative performance reviews. In *Hursh* and *Faust*,¹ the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm's Scheme and Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of State Farm's Scheme, its effect on thousands of insureds throughout Oklahoma and nationwide, and Plaintiffs' entitlement to punitive damages for bad faith. State Farm's bad faith practices on wind and hail claims are becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General has filed a Motion to Intervene in the *Hursh* case alleging the same bad faith pattern and practices that Plaintiffs have claimed here.

Despite Plaintiffs' trustworthy and reputable roofing contractor and hired public adjuster advising full replacement was required for the totaled roof, State Farm still chose to wholly ignore the extensive wind and hail damage to the Insured Property roof. Plaintiffs' roofing contractor and hired public adjuster observed widespread wind and hail damage and took numerous photographs of hail damage marked by chalk all over the Insured Property.

The actual damage sustained to the Insured Property is not reflected in State Farm's intentionally manipulated damage estimates and reports in any way. Plaintiffs' hired public adjuster submitted a storm report to State Farm showing the Insured Property was battered by hail over two inches in diameter and wind speeds exceeding 70 miles per hour on the date of loss. Yet,

¹ *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

State Farm's adjusters stated that there was "[n]o Accidental Direct Physical Loss observed at the time of inspection." State Farm's internal rules and definitions severely limit the amount of damages and replacement cost benefits Plaintiffs can recover for a valid wind and hail claim. These tactics by State Farm and hidden damage definitions, qualifiers, and limitations are concealed from Plaintiffs because they are absent from the replacement cost Policy and State Farm refused to disclose them to Plaintiffs as such that would limit their replacement cost coverage.

State Farm's Wind/Hail Focus Initiative and resultant Scheme mandated that its adjusters ignore all evidence of wind and hail damage and attribute that damage to pre-existing damage (*wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown*) and other non-covered causes of loss in order to support a denial in favor of State Farm. State Farm's estimate of the damage was purposefully low-balled to fall below or just barely above the Policy deductible, and State Farm ambushed Plaintiffs with a denial based on pre-existing damage in accordance with the Wind/Hail Focus Initiative and resultant Scheme.

Plaintiffs assert that State Farm and Nancy Holcomb Ins. Agency, Inc. failed to verify the condition of the Insured Property at any time; thus, Defendants sold/renewed and issued full replacement cost coverage to Plaintiffs recklessly and blindly. State Farm signaled to Plaintiffs that their Insured Property continually satisfied State Farm's underwriting guidelines and qualified for full replacement cost coverage. This turned out to be untrue once State Farm wrongfully denied the Claim based on pre-existing damage (*wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown*) that negated Plaintiffs' full replacement cost coverage. Indeed, State Farm failed to disclose to Plaintiffs any roof defects and pre-existing damage at any time that would preclude full replacement cost coverage despite being required in accordance with State Farm's own underwriting guidelines.

State Farm has wrongfully withheld the full replacement cost benefits Plaintiffs are entitled to under the Policy. Plaintiffs understood the Policy coverage as such that would pay for full replacement of everything that was damaged without exclusion of any weather-related losses. Plaintiffs thought they had received full replacement cost coverage, but this turned out to be untrue when the Claim was denied by State Farm based on pre-existing damage despite suffering devastating wind and hail damage from the June 15, 2023 storm that destroyed homes throughout Comanche County, including Plaintiffs' Insured Property. Plaintiffs had no way of discovering how limited their Policy coverage was until State Farm purposefully refused to consider the full extent of damage to the Insured Property and denied the Claim.

Additionally, Defendants have caused significant physical/mental pain and anguish and emotional distress to Plaintiffs, which can be summarized as follows:

Plaintiffs are happily married and rarely argue. However, the stress, anxiety, mental and physical anguish, and emotional distress that comes with suffering a significant storm damage loss to the Insured Property has placed a significant amount of stress, tension, and concern upon Plaintiffs. State Farm's egregious mishandling of the Claim and two low-lowball claim payments that are nowhere near enough to cover the full extent of damage have directly contributed to and/or caused significant emotional distress experienced by Plaintiffs. Plaintiffs share their finances, and Neil West works as a public defender while Lacy West is a high school and middle school vocal teacher. Because State Farm has profusely refused to pay all replacement cost Policy benefits rightfully owed to Plaintiffs, Plaintiffs have stressed and worried about their ability to afford the repairs and replacements needed to restore the Insured Property to its pre-loss condition and prevent additional damage. This placed Plaintiffs in a very difficult financial position, especially considering that Plaintiffs had, for two years prior to the storm, incurred substantial medical bills

and costs for medical treatment, as well as additional expenses and costs paid out of pocket by Plaintiffs when Neil West ran for District Judge in Comanche County. Plaintiffs estimate that between these medical expenses and the election, they had paid about \$120,000.00 prior to the Claim. Despite numerous significant efforts regarding financial planning, debt reduction strategies, cutting back on all expenses and even considering downsizing or selling the house, Plaintiffs knew they would not be able to afford the repairs and replacement required and needed after the storm damage at issue was sustained and that State Farm was unwilling to consider. Once their claim for full roof replacement was wrongfully and improperly denied, Plaintiffs scratched their heads to try and figure out how they would their roof, gutters, and screens replaced. Plaintiffs never cashed the two small and offensive claim payments given that State Farm had told them it would pay more once the work was done. However, Plaintiffs were unable to afford the work needed, and State Farm's payments were nowhere near enough to cover the work. Moreover, Plaintiffs felt trapped because they knew they could not sell the house without putting a new roof and gutters on it. Plaintiffs even rented out a room in their house about six months out of the year to help pay bills, and they are still renting the room out. Mr. West also considered applying for HELOC to capture the equity in the house to pay down bills, but Plaintiffs believed the pending roof claim would limit what they could get. That Plaintiffs were under a severe amount of stress and anxiety during State Farm's mishandling of their roof claim would be an understatement.

During this time, Plaintiffs were under additional stress, anxiety, physical/mental anguish and emotional distress while attempting to start their own family through IVF treatment. In addition to their inability to afford the repairs/replacement needed to the Insured Property by way of State Farm's bad faith and failures, Plaintiffs were also forced to forego another opportunity to start a family by way of a donor due to the financial cost of the same. Plaintiffs had to turn this

opportunity down because they did not have the money. Consequently, Plaintiffs sat in their living room the day after Thanksgiving in November 2024 and grieved at the fact that they could neither afford to fix their house nor start their own family. Plaintiffs maintain that Defendants placed them at a disadvantage by denying their roof claim and caused severe physical and emotional distress that was significantly worsened after multiple failed attempts to start a family. Two to three years later, Plaintiffs still grieve that they were unable to accept a donor gift to start a family in addition to the District Judge election Mr. West narrowly lost in 2022. Every time Plaintiffs received a call or email during the handling of their State Farm claim, they experienced additional stress and anxiety that could have been avoided if State Farm had done the right thing and paid for all Policy benefits rightfully owed under the Policy for the claim. The stress continued as Plaintiffs were repeatedly asked to sign electronic forms and abide by additional instructions handed down by State Farm.

All of the stress, anxiety, and anguish weighed heavily on Plaintiffs' bodies, and Plaintiffs went to the doctors as needed. After the claim began, Plaintiff Lacy West has experienced increased blood pressure, anemia, and diabetes, as well as hormone imbalances, which could be attributable to the added stress sustained and described herein that Plaintiffs maintain was caused and/or contributed to by Defendants. Further, Mrs. West was also recently diagnosed with uterine fibroid tumors, requiring surgical removal, that may also have been stress induced. Additionally, the roof claim and Defendants' insurance failures regarding same caused issues and/or interruptions with Plaintiffs' jobs. For example, Mr. West often works out of town, but he often left work to be present when inspections of the Insured Property were needed. It took a significant amount of time out of their days when Plaintiffs had to respond to State Farm, Bobby Odom, and Coastal Claims. To further add insult to injury, Plaintiffs feared and stressed about how they would

get new insurance when Defendants threatened to cancel their Policy on October 30, 2023. Plaintiffs were worried about the potential for additional costs if new insurance turned out to be more expensive, as well as the fact that their current claim with State Farm would be used against them when purchasing new insurance.

Plaintiffs were led on a roller coaster of false hope followed by rejection by State Farm. Any time there was correspondence and more pictures were submitted, Plaintiffs were hopeful a settlement of the claim would be reached. Instead, Plaintiffs repeatedly received bad news, and the claim moved nowhere. Plaintiffs could not even get a reinspection from State Farm. Both Bobby Odom's and Coastal Claims' efforts to assist Plaintiffs with their claim were futile because State Farm put its foot in the ground and chose to ignore all evidence supporting the need for a full roof replacement. State Farm's denial was intentional, pre-determined, and came with significant delays and unresponsiveness. Despite staying strong through Defendants' failures and seeking all available remedies, Defendants left Plaintiffs with no other option but to file suit in order to obtain their full replacement cost Policy benefits they were entitled to under the Policy. However, the entire claims process that Plaintiffs were subjected to by State Farm was emotionally and physically tolling. In addition, Defendant Nancy Holcomb Ins. Agency, Inc. was unable to provide effective assistance to Plaintiffs on their claim and also failed to procure the replacement cost coverage as Plaintiffs requested and as promised by Nancy Holcomb Ins. Agency, Inc.

Moreover, Plaintiffs opt to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: **See Plaintiffs' document production and production log forthcoming.** Additionally, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

Plaintiffs reserve the right to supplement this answer (along with all responses herein).

SUPPLEMENTAL ANSWER NO. 11: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 11, Plaintiffs state that they have since received a HELOC in the amount of \$61,934.

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.

ANSWER NO. 12: Plaintiffs object to this Interrogatory as premature and reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this answer. Subject to the foregoing objection, Plaintiffs refer Defendant to the Petition and Plaintiffs' Objections and Answer to Interrogatory Nos. 2, 4, 5, and 11, which contain information and documents responsive to this Interrogatory. By way of further responding, Plaintiffs assert that the property damaged by the storm at issue that still exists includes but is not limited to the totaled roof, gutters, window screens, the garage doors, fence, and interior water damage to a bedroom ceiling and in a closet. Plaintiffs maintain that there may be more damage they are unaware of and/or has not yet been discovered. Further, most of the damage, including but not limited to the totaled roof, is still visible except for minor repairs performed on the gutter system by Neil West.

Moreover, Plaintiffs opt to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: *See Plaintiffs' document production and production log forthcoming.*

SUPPLEMENTAL ANSWER NO. 12: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 12, Plaintiffs recall and state that fence/gate repairs have been made by Fortney Fence Co., LLC based in Lawton.

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.

ANSWER NO. 20: Plaintiffs object to Interrogatory No. 20 as overly broad, unduly burdensome, not proportional to the needs of the case, not reasonably calculated to lead to the discovery of admissible evidence, and irrelevant to the extent that this Interrogatory seeks insurance policies not covering Plaintiffs' Insured Property at issue in this case. Subject to the foregoing objections, Plaintiffs have only maintained State Farm homeowners' insurance policies through Nancy Holcomb for the past 10 years. Apart from the current State Farm policy at issue, Plaintiffs maintained only one other homeowners' policy, which insured their previous home prior to moving into their current property. Further, Plaintiff Neil West has insured his vehicles with Nancy Holcomb since approximately 1997, with no lapse in coverage to the best of his knowledge. Lacy West started using Nancy Holcomb in 2018 for her vehicle, but she does not recall who she used prior to that.

SUPPLEMENTAL ANSWER NO. 20: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 20, Plaintiffs have since recalled and state that Plaintiff Lacy West had a house located at 811 S. 7th St., Comanche, OK 73529 that was sold in 2020. The insurance broker was Bartling Insurance. However, Plaintiff Lacy West does not have the insurance policy covering this property within her possession, custody, care, and/or control.

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.

ANSWER NO. 25: Plaintiffs object to Interrogatory No. 25 as overly broad, unduly burdensome, and not proportional to the needs of the case under 12 O.S. § 3226(B)(1). The Interrogatory imposes no temporal limitation and seeks information concerning "all civil lawsuits [Plaintiffs have] ever been a party to," regardless of age, subject matter, or relevance. To the extent Defendant seeks details concerning the "nature of the claims" or "disposition" of cases unrelated to the subject matter of this litigation, the Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, Plaintiffs recall being involved in the following civil actions in their personal capacities:

Lacy West was the plaintiff in a personal injury action in the District Court in and for Tulsa County, Oklahoma, which was filed on 1/19/2024: *Lacy West v. Noah and Kevin Olsen*, Case No. CJ-2024-199 (Tulsa Cnty. Dist. Ct., filed Jan. 19, 2024). The case was settled. Neil West was named as one of several defendants when he served as Lawton's Municipal Prosecutor: *Andre Wilson v. City of Lawton, et al.*, No. CIV-716-G (W.D. Okla.) (Goodwin, D.J.). However, Mr. West was never personally served. Further, Mrs. West has been sued by a debt collector, as referenced in Plaintiffs' Objections and Answer to Interrogatory No. 11. The style of the debt collection action is the following: *Capital One, N.A., Successor by Merger to Discover Bank, Plaintiff, vs. Lacy West, Defendant*, No. CJ-2025-716 (Comanche Cnty. Dist. Ct., filed Dec. 2, 2025) (Sheperd, D.J.). This matter is still pending before the court. Mr. Neil West personally accepted service on Dec. 13, 2025. The lawsuit seeks a judgment against Lacy West for allegations of defaulting on a Discover loan.

SUPPLEMENTAL ANSWER NO. 25: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 25, the debt lawsuit has since been settled and dismissed with prejudice.

Respectfully submitted,

/s John Sanders

Reggie N. Whitten, OBA No. 9576
Michael Burrage, OBA No. 1350
Blake Sonne, OBA No. 20341
Hannah Whitten, OBA No. 35261
John S. Sanders, OBA No. 34990
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jdenne@whittenburragelaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of March 2025, the above and foregoing was emailed and/or mailed to:

Timila S. Rother
Paige A. Masters
CROWE & DUNLEVY, PC
Braniff Building
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102
timila.rother@crowedunlevy.com
paige.masters@crowedunlevy.com

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

/s John Sanders
John Sanders

VERIFICATION

STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

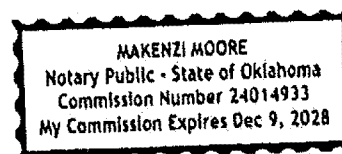
We, Neil and Lacy West, of lawful age, being first duly cautioned and sworn, state that we are the Plaintiffs in the within action; that we have read *Plaintiffs' Supplemental Answers to Defendant State Farm Fire and Casualty Company's Interrogatories* and that the statements made therein are true and correct to the best of our knowledge and belief.

Neil West Lacy West
Neil and Lacy West

SUBSCRIBED AND SWORN TO before me this 18 day of March 2026.

Makenzi Moore
Notary Public

My Commission Expires: Dec. 9, 2028



**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

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

Pursuant to Oklahoma's Discovery Code, and subject to the Preliminary Statements, Objections to Defendant's Instructions and Definitions, and Specific Objections stated below, Plaintiffs Neil and Lacy West ("Plaintiffs"), by and through their undersigned counsel, hereby submit the following second set of supplemental responses and objections to Defendant State Farm Fire and Casualty Company's ("Defendant" or "State Farm") First Set of Discovery Requests. The information provided herein is based on Plaintiffs' current knowledge, and Plaintiffs reserve the right to supplement, modify and/or amend these answers along with the objections set forth herein, in accordance with Oklahoma's Discovery Code. Plaintiffs further reserve the right to introduce evidence at the time of trial based upon information and/or documents located, developed or discovered subsequent to the date hereof, which may supplement, amplify, modify or be in conflict with the information provided herein.

The failure of Plaintiffs to object on a particular ground to a specific Interrogatory, Request for Admission, or Request for Production should in no way be construed to be a waiver of Plaintiffs' rights to object on additional grounds to supplement their objections and answers at a later time after further investigation.

Plaintiffs assert the Preliminary Statements, Objections to Instructions and Definitions, as well as the general and specific objections set forth below in order to preserve their objections. Without waiving any objections, Plaintiffs' counsel intends to communicate and cooperate in good faith with Defendant's counsel to address any issues or disputes concerning Plaintiffs' answers/responses, and objections.

PRELIMINARY STATEMENT

Plaintiffs state that, after a reasonable search and inquiry, they have made a good faith effort to respond to these discovery requests based upon information presently available. Plaintiffs also reserve the right to amend these answers at any time additional information may become available in the future.

GENERAL OBJECTIONS

The following objections and conditions qualify each and every answer of Plaintiffs to Defendant's discovery requests, and are incorporated by this reference into each and every answer of Plaintiffs to Defendant's discovery requests, as is fully set forth therein:

1. These Responses are based upon information presently available to Plaintiffs. Plaintiffs' discovery and investigation in this case are continuing and are not complete; these Responses therefore cannot and do not purport to set forth all facts, theories, or evidence upon which Plaintiffs will ultimately rely after their discovery and investigation are complete. Plaintiffs reserve the right to amend, modify, and supplement these Responses. Further, these Responses are

based upon Plaintiffs' best efforts to respond in accordance with their present ability and information.

2. Plaintiffs object to any and all instructions and definitions which require answers beyond the scope of Oklahoma's Discovery Code. Plaintiffs will respond to these discovery requests in accordance with Oklahoma's Discovery Code.

3. A statement that Plaintiffs will make available for examination by Defendant certain business records from which an answer to a discovery request may be derived or ascertained is not intended as a representation that business records containing responsive information exist. Further, the production of any such business records shall be subject to redaction and/or production without waiver of Plaintiffs' objection to these discovery requests.

4. Plaintiffs object to Defendant's discovery requests to the extent they call for the disclosure of information which is protected from discovery and privileged for the reason that (a) is subject to the attorney/client privilege; (b) is covered by the "work product" doctrine; (c) was generated and in anticipation of litigation or for trial by or for Plaintiffs or Plaintiffs' representatives, including their attorneys, consultants or agents; (d) was prepared for the purposes of settlement negotiation; (e) is protected as a trade secret; (f) is subject to a protective or confidentiality agreement or order; and (g) is otherwise privileged or beyond the scope of discovery under the applicable rules and laws.

5. Where the answer to a discovery request propounded by Defendant may be derived or ascertained from the documents which will be produced by Plaintiffs, and the burden of deriving or ascertaining the answers is substantially the same, Plaintiffs reserve the right to refer Defendant to such documents and records.

6. Where Plaintiffs refer Defendant to the documents which will be produced by Plaintiffs for the purposes of responding to any discovery request, such production of documents and information shall also be subject to all of the objections and conditions set forth in Plaintiffs' responses to Defendant's requests for production of documents, and all such objections and conditions are incorporated in this pleading by reference as if fully set forth herein.

7. By responding to the discovery requests of Defendant, Plaintiffs concede neither the relevancy nor the admissibility of any information provided or documents produced in response to such requests.

8. Plaintiffs object to the extent Defendant's discovery requests seek information and/or documents generated and/or formulated by persons or entities independent of Plaintiffs over whom Plaintiffs have no control.

9. Plaintiffs object to the extent Defendant's discovery requests are amorphous, vague, overly broad, unduly burdensome and so costly as to render compliance impractical.

Subject to the foregoing objections and conditions and subject to the specific additional objections made with respect to each discovery request, Plaintiffs hereby submit their Second Set of Supplemental Responses to the Discovery Requests propounded by Defendant, as follows:

ANSWERS TO INTERROGATORIES

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

ANSWER NO. 11: Plaintiffs object on the grounds this Interrogatory is overly broad and unduly burdensome on its face because it demands identification of all documents, all facts, all communications, and/or identification of all witnesses which will be used and/or called at trial. This Interrogatory may also seek a legal conclusion, which invades the province of a duly

empaneled jury and as phrased may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). As discovery in this case is ongoing, Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, Plaintiffs refer Defendant to the Petition and Objections and Answer to Interrogatory Nos. 2, 4, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16, and 18, which contain information, individuals, and documents responsive to this Interrogatory. By way of further responding, State Farm used a series of bad faith tactics to deny the Claim and avoid paying Plaintiffs their full replacement cost benefits pursuant to the Policy. Regarding Plaintiffs' Claim, State Farm deployed two key elements of the Wind/Hail Focus Initiative: (1) relying on an internal, narrow, and very limited definition of what constitutes hail damage (i.e., "*functional damage*") that is not contained in the Policy in order to disavow clear hail damage to Plaintiffs' roof shingles; and (2) using its bad faith pattern and practice of wrongfully attributing wind and hail damage to pre-existing damage—here, *wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown*—in order to further disclaim wind and hail damage to the roof shingles and wrongfully deny Plaintiffs their full replacement cost benefits in support of the Scheme.

State Farm's April 10, 2024 denial letter revealed its false and bad faith reliance on pre-existing damage to deny Plaintiffs' Claim, which cited policy language excluding losses caused by "wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown."

Testimony available in the public record shows that although State Farm's adjusters have the authority to deny a full roof replacement during an on-site inspection, those very same adjusters cannot approve a full roof replacement during the inspection and are required to elevate consideration of a full roof replacement to upper management for review. These are just a few of the many bad faith tactics (the "Wind/Hail Focus Initiative" and resultant Scheme) State Farm uses to save money and maximize profits by wrongfully denying storm damage roof claims, many of which were used to wrongfully deny Plaintiffs' Claim. State Farm has specifically targeted full roof replacements as a way to lower indemnity payments on roof claims without proper justification and reasonable grounds for doing so. Plaintiffs were just another innocent victim of State Farm's Scheme.

Former State Farm adjuster Amy Lanier and current State Farm adjuster Kelly Wienstroer have testified as to the managerial approval requirement for consideration of full roof replacements, as well as State Farm's bad faith practices regarding team managers instructing adjusters to attribute wind/hail damage to wear and tear and other forms of pre-existing damage to deny the claim or else those adjusters will receive negative performance reviews. In *Hursh* and *Faust*,¹ the Honorable Amy Palumbo has ordered the following high-level executives for State Farm to be compelled to testify as to State Farm's Scheme and Wind/Hail Focus Initiative designed to pre-textually deny storm damage claims for full roof replacements in bad faith: Wensley Herbert; Thomas Moss; Scott Welsh; Nicole Manduca; Kathy Ress; Wendy Mazza; and Tyrone Smith. Plaintiffs maintain that the testimony from these executives will further reveal the malicious nature of State Farm's Scheme, its effect on thousands of insureds throughout Oklahoma and

¹ *Hursh v. State Farm, et al.*, Case No. CJ-2025-2626 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.); *Faust v. State Farm, et al.*, Case No. CJ-2025-1675 (Okla. Cnty. Dist. Ct.) (Palumbo, D.J.).

nationwide, and Plaintiffs' entitlement to punitive damages for bad faith. State Farm's bad faith practices on wind and hail claims are becoming common knowledge to the public due to the widespread nature of the Scheme, so much so that Oklahoma's Attorney General has filed a Motion to Intervene in the *Hursh* case alleging the same bad faith pattern and practices that Plaintiffs have claimed here.

Despite Plaintiffs' trustworthy and reputable roofing contractor and hired public adjuster advising full replacement was required for the totaled roof, State Farm still chose to wholly ignore the extensive wind and hail damage to the Insured Property roof. Plaintiffs' roofing contractor and hired public adjuster observed widespread wind and hail damage and took numerous photographs of hail damage marked by chalk all over the Insured Property.

The actual damage sustained to the Insured Property is not reflected in State Farm's intentionally manipulated damage estimates and reports in any way. Plaintiffs' hired public adjuster submitted a storm report to State Farm showing the Insured Property was battered by hail over two inches in diameter and wind speeds exceeding 70 miles per hour on the date of loss. Yet, State Farm's adjusters stated that there was "[n]o Accidental Direct Physical Loss observed at the time of inspection." State Farm's internal rules and definitions severely limit the amount of damages and replacement cost benefits Plaintiffs can recover for a valid wind and hail claim. These tactics by State Farm and hidden damage definitions, qualifiers, and limitations are concealed from Plaintiffs because they are absent from the replacement cost Policy and State Farm refused to disclose them to Plaintiffs as such that would limit their replacement cost coverage.

State Farm's Wind/Hail Focus Initiative and resultant Scheme mandated that its adjusters ignore all evidence of wind and hail damage and attribute that damage to pre-existing damage (*wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical*

breakdown) and other non-covered causes of loss in order to support a denial in favor of State Farm. State Farm's estimate of the damage was purposefully low-balled to fall below or just barely above the Policy deductible, and State Farm ambushed Plaintiffs with a denial based on pre-existing damage in accordance with the Wind/Hail Focus Initiative and resultant Scheme.

Plaintiffs assert that State Farm and Nancy Holcomb Ins. Agency, Inc. failed to verify the condition of the Insured Property at any time; thus, Defendants sold/renewed and issued full replacement cost coverage to Plaintiffs recklessly and blindly. State Farm signaled to Plaintiffs that their Insured Property continually satisfied State Farm's underwriting guidelines and qualified for full replacement cost coverage. This turned out to be untrue once State Farm wrongfully denied the Claim based on pre-existing damage (*wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown*) that negated Plaintiffs' full replacement cost coverage. Indeed, State Farm failed to disclose to Plaintiffs any roof defects and pre-existing damage at any time that would preclude full replacement cost coverage despite being required in accordance with State Farm's own underwriting guidelines.

State Farm has wrongfully withheld the full replacement cost benefits Plaintiffs are entitled to under the Policy. Plaintiffs understood the Policy coverage as such that would pay for full replacement of everything that was damaged without exclusion of any weather-related losses. Plaintiffs thought they had received full replacement cost coverage, but this turned out to be untrue when the Claim was denied by State Farm based on pre-existing damage despite suffering devastating wind and hail damage from the June 15, 2023 storm that destroyed homes throughout Comanche County, including Plaintiffs' Insured Property. Plaintiffs had no way of discovering how limited their Policy coverage was until State Farm purposefully refused to consider the full extent of damage to the Insured Property and denied the Claim.

Additionally, Defendants have caused significant physical/mental pain and anguish and emotional distress to Plaintiffs, which can be summarized as follows:

Plaintiffs are happily married and rarely argue. However, the stress, anxiety, mental and physical anguish, and emotional distress that comes with suffering a significant storm damage loss to the Insured Property has placed a significant amount of stress, tension, and concern upon Plaintiffs. State Farm's egregious mishandling of the Claim and two low-lowball claim payments that are nowhere near enough to cover the full extent of damage have directly contributed to and/or caused significant emotional distress experienced by Plaintiffs. Plaintiffs share their finances, and Neil West works as a public defender while Lacy West is a high school and middle school vocal teacher. Because State Farm has profusely refused to pay all replacement cost Policy benefits rightfully owed to Plaintiffs, Plaintiffs have stressed and worried about their ability to afford the repairs and replacements needed to restore the Insured Property to its pre-loss condition and prevent additional damage. This placed Plaintiffs in a very difficult financial position, especially considering that Plaintiffs had, for two years prior to the storm, incurred substantial medical bills and costs for medical treatment, as well as additional expenses and costs paid out of pocket by Plaintiffs when Neil West ran for District Judge in Comanche County. Plaintiffs estimate that between these medical expenses and the election, they had paid about \$120,000.00 prior to the Claim. Despite numerous significant efforts regarding financial planning, debt reduction strategies, cutting back on all expenses and even considering downsizing or selling the house, Plaintiffs knew they would not be able to afford the repairs and replacement required and needed after the storm damage at issue was sustained and that State Farm was unwilling to consider. Once their claim for full roof replacement was wrongfully and improperly denied, Plaintiffs scratched their heads to try and figure out how they would have their roof, gutters, and screens replaced. Plaintiffs never cashed the

two small and offensive claim payments given that State Farm had told them it would pay more once the work was done. However, Plaintiffs were unable to afford the work needed, and State Farm's payments were nowhere near enough to cover the work. Moreover, Plaintiffs felt trapped because they knew they could not sell the house without putting a new roof and gutters on it. Plaintiffs even rented out a room in their house about six months out of the year to help pay bills, and they are still renting the room out. Mr. West also considered applying for HELOC to capture the equity in the house to pay down bills, but Plaintiffs believed the pending roof claim would limit what they could get. That Plaintiffs were under a severe amount of stress and anxiety during State Farm's mishandling of their roof claim would be an understatement.

During this time, Plaintiffs were under additional stress, anxiety, physical/mental anguish and emotional distress while attempting to start their own family through IVF treatment. In addition to their inability to afford the repairs/replacement needed to the Insured Property by way of State Farm's bad faith and failures, Plaintiffs were also forced to forego another opportunity to start a family by way of a donor due to the financial cost of the same. Plaintiffs had to turn this opportunity down because they did not have the money. Consequently, Plaintiffs sat in their living room the day after Thanksgiving in November 2024 and grieved at the fact that they could neither afford to fix their house nor start their own family. Plaintiffs maintain that Defendants placed them at a disadvantage by denying their roof claim and caused severe physical and emotional distress that was significantly worsened after multiple failed attempts to start a family. Two to three years later, Plaintiffs still grieve that they were unable to accept a donor gift to start a family in addition to the District Judge election Mr. West narrowly lost in 2022. Every time Plaintiffs received a call or email during the handling of their State Farm claim, they experienced additional stress and anxiety that could have been avoided if State Farm had done the right thing and paid for all Policy

benefits rightfully owed under the Policy for the claim. The stress continued as Plaintiffs were repeatedly asked to sign electronic forms and abide by additional instructions handed down by State Farm.

All of the stress, anxiety, and anguish weighed heavily on Plaintiffs' bodies, and Plaintiffs went to the doctors as needed. After the claim began, Plaintiff Lacy West has experienced increased blood pressure, anemia, and diabetes, as well as hormone imbalances, which could be attributable to the added stress sustained and described herein that Plaintiffs maintain was caused and/or contributed to by Defendants. Further, Mrs. West was also recently diagnosed with uterine fibroid tumors, requiring surgical removal, that may also have been stress induced. Additionally, the roof claim and Defendants' insurance failures regarding same caused issues and/or interruptions with Plaintiffs' jobs. For example, Mr. West often works out of town, but he often left work to be present when inspections of the Insured Property were needed. It took a significant amount of time out of their days when Plaintiffs had to respond to State Farm, Bobby Odom, and Coastal Claims. To further add insult to injury, Plaintiffs feared and stressed about how they would get new insurance when Defendants threatened to cancel their Policy on October 30, 2023. Plaintiffs were worried about the potential for additional costs if new insurance turned out to be more expensive, as well as the fact that their current claim with State Farm would be used against them when purchasing new insurance.

Plaintiffs were led on a roller coaster of false hope followed by rejection by State Farm. Any time there was correspondence and more pictures were submitted, Plaintiffs were hopeful a settlement of the claim would be reached. Instead, Plaintiffs repeatedly received bad news, and the claim moved nowhere. Plaintiffs could not even get a reinspection from State Farm. Both Bobby Odom's and Coastal Claims' efforts to assist Plaintiffs with their claim were futile because State

Farm put its foot in the ground and chose to ignore all evidence supporting the need for a full roof replacement. State Farm's denial was intentional, pre-determined, and came with significant delays and unresponsiveness. Despite staying strong through Defendants' failures and seeking all available remedies, Defendants left Plaintiffs with no other option but to file suit in order to obtain their full replacement cost Policy benefits they were entitled to under the Policy. However, the entire claims process that Plaintiffs were subjected to by State Farm was emotionally and physically tolling. In addition, Defendant Nancy Holcomb Ins. Agency, Inc. was unable to provide effective assistance to Plaintiffs on their claim and also failed to procure the replacement cost coverage as Plaintiffs requested and as promised by Nancy Holcomb Ins. Agency, Inc.

Moreover, Plaintiffs opt to specify the following materials from which information responsive to this Interrogatory may reasonably be ascertained: ***See Plaintiffs' document production and production log forthcoming.*** Additionally, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

Plaintiffs reserve the right to supplement this answer (along with all responses herein).

SUPPLEMENTAL ANSWER NO. 11: As an update and in addition to the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 11, Plaintiffs state that they have since received a HELOC in the amount of \$61,934.

SECOND SUPPLEMENTAL ANSWER NO. 11: As an update and to clarify the information contained in Plaintiffs' Objections and Answer to Interrogatory No. 11, Plaintiffs further state that although they have experienced significant financial hardship/debt, Plaintiffs are not specifically claiming that State Farm owes them reimbursement for the debt incurred from Plaintiff Neil West's judicial campaign or from Plaintiffs' IVF treatment. However, Plaintiffs are claiming that State

Farm's bad faith misconduct and roof replacement denial left them vulnerable and caused additional emotional distress and mental pain/anguish that severely exacerbated the stress, worry, concern, anxiety, and mental pain/anguish that they were already suffering from due to multiple significant and life-changing events – the judicial campaign, the IVF treatment, as well as the passing of Plaintiff Neil West's father. On top of these issues, Plaintiffs had to further worry about whether their totaled roof would protect them that State Farm was refusing to pay for in bad faith. The reality that Plaintiffs may have to pay for their totaled roof out-of-pocket at the time of State Farm's bad faith denials and while trying to start a family was emotionally devastating to Plaintiffs. Moreover, Plaintiffs are not making a claim for reimbursement from State Farm of any medical bills or treatment records. Again, Plaintiffs are claiming the general emotional distress and mental pain/anguish they suffered that arose from an intentional and egregious bad faith claim denial by State Farm, which emotional distress and mental pain/anguish was greatly exacerbated and compounded due to numerous life circumstances that Plaintiffs endured and continue to endure to this date – judicial campaigning, attempts at starting their own family, financial hardships, health concerns, the threat of sustaining additional damage to the Insured Property, death of family member(s), etc.

As discovery is ongoing, Plaintiffs reserve the right to supplement this Answer.

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

RESPONSE TO REQUEST NO. 1 Plaintiffs object to this Request because this is an improper contention Request and is overly broad and unduly burdensome on its face because it systematically tracks the allegations in Plaintiffs' Petition and demands identification of any and all documents, any and all facts, any and all communications, and/or identification of any and all

witnesses which will be used and/or called at trial. Said Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiffs further object to this Request in that it requires Plaintiffs to marshal all their evidence, which Plaintiffs are not required to do at this early stage in the litigation. This Request is also premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, *see Plaintiffs' document production and production log forthcoming*, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

SUPPLEMENTAL RESPONSE TO REQUEST NO. 1 In addition to Plaintiffs' prior Response to Request No. 1, Plaintiffs refer State Farm to Plaintiffs' Second Supplemental Answer No. 11 herein for additional information responsive to this Request. However, to the best of Plaintiffs' knowledge and recollection, Plaintiffs have produced all documents and materials responsive to this Request. As discovery is ongoing, Plaintiffs reserve the right to supplement this Response.

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

RESPONSE TO REQUEST NO. 3 Plaintiffs object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Plaintiffs will interpret this Request seeking "all Documents" as seeking those non-privileged

documents and that information that Plaintiffs are able to locate from reasonably accessible sources using reasonable diligence and judgment and without incurring undue burden and expense. Plaintiffs further object to this Request to the extent it seeks information or documents created by Defendant and/or on Defendant's behalf, and/or are already in Defendant's possession, custody, or control, or may be obtained by Defendant from another source in a more convenient, less burdensome or less expensive fashion.

Subject to the foregoing objections, *see Plaintiffs' document production and production log forthcoming*. By way of further responding, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

SUPPLEMENTAL RESPONSE TO REQUEST NO. 3 In addition to Plaintiffs' prior Response to Request No. 3, Plaintiffs refer State Farm to Plaintiffs' Second Supplemental Answer No. 11 herein for additional information responsive to this Request. However, to the best of Plaintiffs' knowledge and recollection, Plaintiffs have produced all documents and materials responsive to this Request. As discovery is ongoing, Plaintiffs reserve the right to supplement this Response.

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.

RESPONSE TO REQUEST NO. 7 Plaintiffs object to this Request because this is an improper contention Request and is overly broad on its face because it demands identification of all documents which will be used and/or relied upon at trial. Plaintiffs further object to this Request in that it requires Plaintiffs to marshal all their evidence in a coordinated effort to ascertain the

work-product of and/or trial strategy of Plaintiffs' counsel, which is impermissible. Plaintiffs further object to this Request as it potentially seeks documents protected by the attorney client privilege and/or the attorney work-product doctrine. Further, this Request is premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response. Plaintiffs further object to this Request to the extent it seeks information or documents created by Defendant and/or on Defendant's behalf, and/or are already in Defendant's possession, custody, or control, or may be obtained by Defendant from another source in a more convenient, less burdensome or less expensive fashion.

Subject to the foregoing objections, and after a diligent search of reasonably accessible sources, *see Plaintiffs' document production and production log forthcoming*. By way of further responding, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

SUPPLEMENTAL RESPONSE TO REQUEST NO. 7 In addition to Plaintiffs' prior Response to Request No. 7, Plaintiffs refer State Farm to Plaintiffs' Second Supplemental Answer No. 11 herein for additional information responsive to this Request. However, to the best of Plaintiffs' knowledge and recollection, Plaintiffs have produced all documents and materials responsive to this Request. As discovery is ongoing, Plaintiffs reserve the right to supplement this Response.

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.

RESPONSE TO REQUEST NO. 8 Plaintiffs object to this Request because, as phrased, it may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). This Request is also premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, Plaintiffs refer Defendant to the Petition and Plaintiffs' Objections and Answer to Interrogatory No. 18, which contain information and documents responsive to this Request. By way of further responding and after a diligent search of reasonably accessible sources, *see* **Plaintiffs' document production and production log forthcoming**. Moreover, Plaintiffs do not personally possess or have access to Defendant's business records and as such refer Defendant to the agent file, claim file, and all other documents that are already in Defendant's possession, custody, or control.

SUPPLEMENTAL RESPONSE TO REQUEST NO. 8 In addition to Plaintiffs' prior Response to Request No. 8, Plaintiffs refer State Farm to Plaintiffs' Second Supplemental Answer No. 11 herein for additional information responsive to this Request. However, to the best of Plaintiffs' knowledge and recollection, Plaintiffs have produced all documents and materials responsive to this Request. As discovery is ongoing, Plaintiffs reserve the right to supplement this Response.

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.

RESPONSE TO REQUEST NO. 28 Plaintiffs object to this Request because this is an improper contention Request and is overly broad and unduly burdensome on its face because it systematically tracks the allegations in Plaintiffs' Petition and demands identification of any and all documents, any and all facts, any and all communications, and/or identification of any and all witnesses which will be used and/or called at trial. Said Request may impermissibly seek Attorney Work Product and the identification and/or opinions of Plaintiffs' consultants, which are not discoverable pursuant to Oklahoma's Discovery Code. 12 O.S. § 3226(B)(3). Plaintiffs further object to this Request in that it requires Plaintiffs to marshal all their evidence, which Plaintiffs are not required to do at this early stage in the litigation. This Request is also premature as discovery in this case is ongoing and Plaintiffs reserve the right, as additional information is discovered, analyzed or made available during discovery in the course of proceedings, to supplement and/or revise this response.

Subject to the foregoing objections, *see Plaintiffs' document production and production log forthcoming.*

SUPPLEMENTAL RESPONSE TO REQUEST NO. 28 In addition to Plaintiffs' prior Response to Request No. 28, Plaintiffs refer State Farm to Plaintiffs' Second Supplemental Answer No. 11 herein for additional information responsive to this Request. However, to the best of Plaintiffs' knowledge and recollection, Plaintiffs have produced all documents and materials responsive to this Request. As discovery is ongoing, Plaintiffs reserve the right to supplement this Response.

Respectfully submitted,

s/ John Sanders

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Michael Burrage, OBA No. 1350

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on July 21, 2026, the above and foregoing was emailed and/or mailed to:

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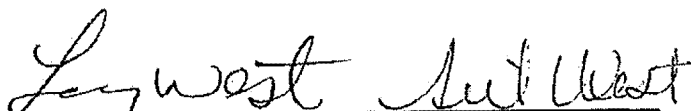
Attorneys for Defendants

/s/ John Sanders
John Sanders

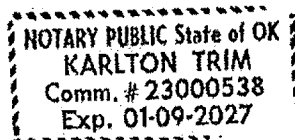
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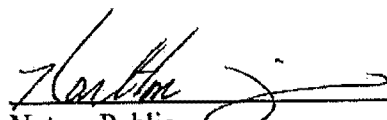
STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

We, Neil and Lacy West, of lawful age, being first duly cautioned and sworn, state that we are the Plaintiffs in the within action; that we have read *Plaintiffs' Second Set of Supplemental Answers to Defendant State Farm Fire and Casualty Company's Interrogatories* and that the statements made therein are true and correct to the best of our knowledge and belief.


Neil and Lacy West

SUBSCRIBED AND SWORN TO before me this 21 day of July 2026.




Notary Public

My Commission Expires: 01-09-2027

**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

PLAINTIFFS' PRELIMINARY WITNESS AND EXHIBIT LIST

In compliance with the Court's Scheduling Order, Plaintiffs Neil and Lacy West ("West" or "Plaintiffs") hereby submit their Preliminary Witness List. However, discovery is still ongoing. As such, this witness list is based on present knowledge only, and Plaintiffs reserve the right to modify, delete, add to, substitute or otherwise alter this witness list as discovery and trial preparation warrants. Plaintiffs reserve the right to object to the testimony of any of the witnesses listed on any grounds, depending on the Court's pre-trial and trial rulings.

WITNESS LIST

Plaintiffs hereby designate the persons named below as the witnesses known to them at this time and as previously outlined in discovery responses submitted to all parties. These witnesses are listed for notification purposes only and it does not mean that Plaintiff will call all or any of the witnesses. The witness list is hereby provided based on Plaintiffs' present knowledge

and assessment, but is submitted without prejudice to amendment, modification and/or supplementation during discovery and after discovery is completed.

Each of the witnesses listed below may testify as to all subject matters raised in the allegations in the Petition. In addition, the witnesses listed below may testify as to all subject matters touched upon in any deposition given by that witness, any affidavit given by that witness, any matters attributed to that witness in answers to interrogatories and other matters as described. In addition to the persons named below, Plaintiffs reserve the right to call as witnesses at trial, to the extent that their testimony is relevant and admissible, the following:

Witness	Projected Testimony	May or Will Call
Neil West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed	Will
Lacy West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed	Will
Nancy Holcomb and Representative(s) of Nancy Holcomb Ins. Agency, Inc. c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Wind/Hail Focus Initiative, Plaintiffs' Policy and Process/Investigation of Plaintiffs' Claim, Underwriting duties/guidelines/breaches thereof	Will
Mitchell Daugherty – Underwriting Team Manager State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Plaintiffs' Policy and Process/Investigation of underwriting Plaintiffs' Insured Property, Underwriting duties/guidelines/breaches thereof	May
Cedric Gooch External Claim Resource - Eberl c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus	Will

Oklahoma City, OK 73102	Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Braeden ODell State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Jason Taylor – Team Manager State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Caleb Wortham c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Joe Wicker c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiativem and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Carrie Burk	Circumstances surrounding Plaintiffs' Claim and denial	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Yasiin Bradley c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Dawn Thomas c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Erica Berndtson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Andrea Cardona c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines	May

	pertaining to full roof replacement claims	
Christy Mebane c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Alexis Napoles c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Temicka Collett c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Kristin Haun c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Connie Ernest c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and	May

Oklahoma City, OK 73102	hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Kim Boydston c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Brandi Hervey External Claim Resource – Alacrity c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Stacy Cathell c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Taylor McLeod-Gleaton c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May

Cesar Herrera-Reyes c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Kristi Walls -- Team Manager c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Max R Balser c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Jon Smart -- Team Manager c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Representative(s) of Alacrity Solutions 9725 Windermere Blvd, Fishers, IN 46037	Inspection and findings related to the Insured Property, condition of the Insured Property, handling/evaluation of the Claim; and	May

	relationship/agreements with State Farm pertaining to handling of wind/hail claims	
Representative(s) of Eberl Claims Service 3900 S. Wadsworth Blvd. #800 Lakewood, CO 80235	Inspection and findings related to the Insured Property, condition of the Insured Property, handling/evaluation of the Claim; and relationship/agreements with State Farm pertaining to handling of wind/hail claims	May
Bobby Odom – Trademark Exteriors Restoration Plaintiffs’ roofing contractor (405) 703-9274 36 NE 52nd St. Oklahoma City, OK 73105	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports, communications with Plaintiffs and State Farm regarding the claim	May
Jose J. Parga Public Adjuster and Representative(s) of Coastal Claims Services, Inc. (682) 716-9565 2650 N. Dixie Fwy. New Smyrna Beach, FL 32168	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports, communications with Plaintiffs and State Farm regarding the claim	May
Derek Franklin – Legacy Roofing	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports	May
Jared Joseph	Roofing and Construction Expert Witness. Inspection of the subject property/roof, review of claim documents, the impact of the subject storm on the roof/property, damages sustained to the roof/property, standards in the roofing industry, and related issues.	May

Mark Romano Romano Claims Consulting LLC, 5265 Sunset Lake Road, PMB#6 Holly Springs, NC 27540	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Enhancement Team, and related issues based on current discovery and discovery to be conducted.	Will
Walt Haskins 311 East 11th St. Tulsa, OK 74120	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Enhancement Team, and related issues based on current discovery and discovery to be conducted.	Will
Christopher W. Young, Ph.D. Resolution Economics, LLC, 550 Fifth Avenue, 6th Floor, New York, NY 10036	Expert Witness. Opinions based on expertise in economics, corporate finance, financial gains of State Farm, and other related financial opinions based on the Wind/Hail Fire Enhancement Team, indemnity and savings to State Farm, returns on investment, related analyses, damages, business ethics, overall business conduct, and other related issues based on discovery to be conducted.	Will
Representative of Accenture LLP, 525 N.W. 11 th St., Oklahoma City, OK 73103	Work performed for State Farm as to wind/hail claims and/or full roof replacements on wind/hail claims	Will
Nicole Manduca, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	Will

	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Tom Moss, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Melissa Grimmett, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Susan Maynard, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Wensley Herbert, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Scott Welsh, c/o Crowe & Dunlevy, Braniff Building,	Facts and circumstances surrounding the allegations	Will

324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Kathy Ress, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Wendy Mazza, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Tyrone Smith, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Kelly Wienstroer, c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Amy Lanier	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Representative(s) of State Farm Fire and Casualty Company ("State Farm") c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including Plaintiffs' Claim, the Policy, the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
All adjusters or supervisors who participated in Plaintiffs' Claim, including but not limited to all third-party adjusters and/or engineers hired by State Farm c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative	May
Additional witnesses listed by Defendant not otherwise objected to by Plaintiffs.		May
Additional witnesses necessary for rebuttal.		May

As discovery is still ongoing, Plaintiffs reserve the right to amend this witness list as necessary.

EXHIBIT LIST

In compliance with the Court's Scheduling Order, the following represents Plaintiffs' Preliminary Exhibit List in this matter. Discovery is ongoing. As a result, the list is necessarily incomplete in some respects and over-inclusive in other respects. Plaintiffs have endeavored to list documents which have been produced in discovery and which may be utilized by Plaintiffs in the trial of this matter. Plaintiffs reserve the right to introduce all exhibits discovered after this date or produced to it after this date, whether voluntarily or by court order. This exhibit list is for disclosure and notification purposes only as exhibits Plaintiffs may use at trial. Plaintiffs reserve the right to object to any exhibit listed on this list and on Defendant's list at the trial of this case. Accordingly, Plaintiffs submit the following Preliminary Exhibit List:

Plaintiffs' Exhibit No.	Bates No. (where applicable)	Description
PX 1	WEST_000001-000009	2023.09.28 SF Estimate
PX 2	WEST_000010-000022	2024.03.14 SF Revised Estimate
PX 3	WEST_000023-000024	2024.04.10 SF Denial Letter
PX 4	WEST_000025-000029	2024.04.17 Request for Claim Docs from Coastal Claims Services to SF
PX 5	WEST_000030-000040	2024.04.25 Coastal Claims Services Estimate of Damages
PX 6	WEST_000041	2024.05.13 Plaintiffs Sworn Statement Proof of Loss (names agent)
PX 7	WEST_000042-000044	2024.09.13 Letter from Coastal Claims Services to SF re Improper Ground for Claim Denial
PX 8	WEST_000045-000060	Coastal Claims Services Photos of Hail Damage to Roof
PX 9	WEST_000061-000146	Emails with State Farm
PX 10	WEST_000147-000149	Policy Dec Page State Farm 2023
PX 11	WEST_000150-000152	Renewal Declarations 2022-2023
PX 12	WEST_000153-000158	Additional Photos sent to Odom
PX 13	WEST_000159-000164	Wind Storm History Report
PX 14	WEST_000165-000169	Technical Advisory Bulletin
PX 15	WEST_000170-000369	2024-03-07 Trademark Exteriors Restoration
PX 16	WEST_000370-000371	2024-03-06 Trademark Roofing Agreement

PX 17	WEST_000372-000373	Technical Advisory Bulletin – Replacement of Storm Damaged Shingles
PX 18	WEST_000374-000375	Hail Storm History Report
PX 19	WEST_000376-000380	Building Code Report
PX 20	WEST_000381-000391	Eagleview Premium Report
PX 21	WEST_000392-000402	Back Slope hail hit photos
PX 22	WEST_000403-000414	Front Slope hail hit photos
PX 23	WEST_000415-000425	Additional supporting photos
PX 24	WEST_000426-000549	Bobby Odom (Trademark Restoration) Text message screen shots
PX 25	WEST_000550-000570	Coastal Claims emails
PX 26	WEST_000571-000579	Remodel invoices
PX 27	WEST_000580-000626	Nancy Holcomb text screenshots
PX 28	WEST_000627-000628	State Farm Letter 10.30.2023
PX 29	WEST_000629-000642	State Farm - checks & docs
PX 30	WEST_000643-000649	2023-11-28 Email with photos to Brown-O'Haver public adjusters
PX 31	WEST_000650-000664	Text Screenshots with Derek Franklin
PX 32	WEST_000665-000708	House Updates photos
PX 33	WEST_000709-000737	2025-12-31 Home Appraisal
PX 34	WEST_000738-000740	State Farm Claim May 2019
PX 35	WEST_000741-000746	Coastal Voicemail Transcripts
PX 36	WEST_000747-000770	Copy of Rocket Appraisal
PX 37	WEST_000772	Kitchen – Perry Mechanical Invoice
PX 38	WEST_000772-000774	Trademark Roofing Contract
PX 39	WEST_000775	Dismissal CJ-25-716
PX 40	WEST_000776	Fence Repair Payment Confirmation
PX 41	WEST_000777-000804	Arvest HELOC
PX 42	SFF&CC/West_000001-000964	State Farm Policy, State Farm Claim File, State Farm Underwriting File
PX 43	SUB-Coastal_000001 - 000348	Documents produced pursuant to Subpoena to Coastal Claims
		Any and all State Farm marketing materials related to homeowners' policies, including Plaintiffs' Policy
		State Farm's underwriting file for Plaintiffs, including but not limited to the insurance applications and policy forms
		All emails and other correspondence related to the subject Plaintiffs' claim
		All documents, emails, and correspondence related to Plaintiffs' procurement/renewal of the subject

		Policy from Nancy Holcomb Ins. Agency, Inc.
		CV, Resume, and related documents of Plaintiffs' expert witness(es).
		Any and all relevant reports, estimates, invoices and receipts relating to the Subject Property
		Personnel files of State Farm's adjusters, supervisors, and any other personnel involved in the handling, adjustment, and denial of Plaintiffs' claim.
		Relevant Portion of State Farm Claims Manuals and more specific Guides referenced therein
		Performance documents relating to Defendants and its employees involved in Plaintiffs' claim.
		State Farm's website pages
		Documents relating to Plaintiffs' losses and damages, including but not limited to property and contractual damages
		Financial statements and other documents related to Defendants' financial condition, including but not limited to balance sheets and tax returns and market cap documents
		Photos, weather data, and inspection report from Jared Joseph
		Expert report and all materials referenced and relied upon by Mark Romano
		Expert report and all materials referenced and relied upon by Walt Haskins
		Expert report and all materials referenced and relied upon by Christopher W. Young
		Relevant photographs and/or videos
		All reports, estimates, proposals, photos, and other documents related to the subject property, not objected to by Plaintiffs
		All State Farm documents and materials requested in Plaintiffs' discovery requests and all Motions to

		Compel filed that State Farm has yet to produce
		All State Farm documents related to the Wind/Hail Focus Initiative
		Any publicly available information related to State Farm's Wind/Hail Focus Initiative and/or Scheme to deny wind/hail full roof replacement claims
		All documents produced pursuant to subpoena, not objected to by Plaintiffs
		Any pleadings, discovery responses, documents produced, depositions, videos, or other papers/documents discovered, filed, or served in this case, not objected to by Plaintiffs
		Deposition testimony from current and former State Farm corporate representatives, executives, adjusters, team managers, and other personnel from other cases that is contained in the public record and/or was not designated as confidential pursuant to a protective order ¹
		Any demonstrative and summary exhibits
		Any exhibits deemed necessary for rebuttal or impeachment purposes
		March 22, 2023 Email from Mike Muecke Agency
		July 9, 2020 Email from State Farm Agent David Hoffhines to State Farm
		May 23, 2025 Underwriting Notice to Josh & Tara Mattox
		August 5, 2025 Notice to DKD Properties, LLC
		Attorney General Petition for Intervention in <i>Hursh v. State Farm, et al.</i> , CJ-2025-2626 (Oklahoma County)
		State Farm's Underwriting Guidelines
		March 24, 2021 Email from State Farm Agent Jackie Martin to Houston Wells

¹ Including but not limited to Richard Hsiung, Kenneth Kwok, Kelly Wienstroer, Amy Lynne Lanier, Wensley Herbert, Thomas Moss, Scott Welsh, Nicole Manduca, Kathy Ress, Wendy Mazza, Jason Taylor, Sharon Arnold, and Tyrone Smith.

		Re State Farm's Underwriting Requirements and Roof Inspections
		Email Exchange between Dennis Chaumont, Jesse Spaulding, and Susie Linehan – State Farm claiming roof inspection report as work product.
		Schroeder Testimony, Vertel Testimony, Quinn Testimony, and all other transcripts and testimony from the Senate Committee on Homeland Security & Governmental Affairs Hearing on "Examining the Insurance Industry's Claims Practices Following Recent Natural Disasters" ²
		State Farm Operation Guide 75-01: First Party Claims Guidelines
		Operation Guides Preface
		State Farm Operation Guide 75-160: Wind/Hail Roofing Guidelines
		State Farm Commitment to Our Policyholders
		State Farm Evaluating Composition Shingle Roofs Brochure
		Any and all exhibits listed by Defendants and not objected to by Plaintiffs
		As discovery is ongoing, Plaintiffs reserve the right to amend or supplement this exhibit list as necessary

As discovery is still ongoing, Plaintiffs reserve the right to amend this exhibit list as necessary.

Respectfully submitted,

² available at <https://www.hsgac.senate.gov/subcommittees/dmdcc/hearings/examining-the-insuranceindustrys-claims-practices-following-recent-natural-disasters/>

/s John Sanders

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of May, 2026, a true, correct, and exact copy of the foregoing document was emailed to the following persons:

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Paige A. Masters
Amanda M. Finch
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ATTORNEYS FOR DEFENDANTS

/s John Sanders

John Sanders

**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

PLAINTIFFS' FINAL WITNESS AND EXHIBIT LIST

In compliance with the Court's Scheduling Order, Plaintiffs Neil and Lacy West ("West" or "Plaintiffs") hereby submit their Final Witness List. However, discovery is still ongoing. As such, this witness list is based on present knowledge only, and Plaintiffs reserve the right to modify, delete, add to, substitute or otherwise alter this witness list as discovery and trial preparation warrants. Plaintiffs reserve the right to object to the testimony of any of the witnesses listed on any grounds, depending on the Court's pre-trial and trial rulings.

WITNESS LIST

Plaintiffs hereby designate the persons named below as the witnesses known to them at this time and as previously outlined in discovery responses submitted to all parties. These witnesses are listed for notification purposes only and it does not mean that Plaintiffs will call all or any of the witnesses. The witness list is hereby provided based on Plaintiffs' present knowledge

and assessment, but is submitted without prejudice to amendment, modification and/or supplementation during discovery and after discovery is completed.

Each of the witnesses listed below may testify as to all subject matters raised in the allegations in the Petition. In addition, the witnesses listed below may testify as to all subject matters touched upon in any deposition given by that witness, any affidavit given by that witness, any matters attributed to that witness in answers to interrogatories and other matters as described. In addition to the persons named below, Plaintiffs reserve the right to call as witnesses at trial, to the extent that their testimony is relevant and admissible, the following:

Witness	Projected Testimony	May or Will Call
Neil West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed	Will
Lacy West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed	Will
Nancy Holcomb and Representative(s) of Nancy Holcomb Ins. Agency, Inc. c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Wind/Hail Focus Initiative, Plaintiffs' Policy and Process/Investigation of Plaintiffs' Claim, Underwriting duties/guidelines/breaches thereof	Will
Mitchell Daugherty – Underwriting Team Manager State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Plaintiffs' Policy and Process/Investigation of underwriting Plaintiffs' Insured Property, Underwriting duties/guidelines/breaches thereof	May
Cedric Gooch External Claim Resource - Eberl c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus	Will

Oklahoma City, OK 73102	Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Braeden ODell State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Jason Taylor – Team Manager State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Caleb Wortham c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Joe Wicker c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Carrie Burk	Circumstances surrounding Plaintiffs' Claim and denial	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Yasiin Bradley c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Dawn Thomas c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Erica Berndtson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Andrea Cardona c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines	May

	pertaining to full roof replacement claims	
Christy Mebane c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Alexis Napoles c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Temicka Collett c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Kristin Haun c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Connie Ernest c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and	May

Oklahoma City, OK 73102	hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	
Kim Boydston c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Brandi Hervey External Claim Resource – Alacrity c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	Will
Stacy Cathell c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Taylor McLeod-Gleaton c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May

Cesar Herrera-Reyes c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Kristi Walls -- Team Manager c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Max R Balser c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Jon Smart -- Team Manager c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, and Team Manager Review rules and guidelines pertaining to full roof replacement claims	May
Representative(s) of Alacrity Solutions 9725 Windermere Blvd, Fishers, IN 46037	Inspection and findings related to the Insured Property, condition of the Insured Property, handling/evaluation of the Claim; and	May

	relationship/agreements with State Farm pertaining to handling of wind/hail claims	
Representative(s) of Eberl Claims Service 3900 S. Wadsworth Blvd. #800 Lakewood, CO 80235	Inspection and findings related to the Insured Property, condition of the Insured Property, handling/evaluation of the Claim; and relationship/agreements with State Farm pertaining to handling of wind/hail claims	May
Bobby Odom – Trademark Exteriors Restoration Plaintiffs’ roofing contractor (405) 703-9274 36 NE 52nd St. Oklahoma City, OK 73105	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports, communications with Plaintiffs and State Farm regarding the claim	May
Jose J. Parga Public Adjuster and/or Representative(s) of Coastal Claims Services, Inc. (682) 716-9565 2650 N. Dixie Fwy. New Smyrna Beach, FL 32168	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports, communications with Plaintiffs and State Farm regarding the claim	May
Derek Franklin Legacy Roofing 12094 State Highway 76 Lindsay, OK 73052	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports	May
Johnathan Spyres IT RoofTech 5515 S. Mingo Rd., Ste. G Tulsa, OK 74146	Roofing and Construction Expert Witness. Inspection of the subject property/roof, review of claim documents, the impact of the subject storm on the roof/property, damages sustained to the roof/property, standards in the roofing industry, and related issues.	May

Mark Romano Romano Claims Consulting LLC, 5265 Sunset Lake Road, PMB#6 Holly Springs, NC 27540	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Enhancement Team, and related issues based on current discovery and discovery to be conducted.	Will
Walt Haskins 311 East 11th St. Tulsa, OK 74120	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Enhancement Team, and related issues based on current discovery and discovery to be conducted.	Will
Christopher W. Young, Ph.D. Resolution Economics, LLC, 550 Fifth Avenue, 6th Floor, New York, NY 10036	Expert Witness. Opinions based on expertise in economics, corporate finance, financial gains of State Farm, and other related financial opinions based on the Wind/Hail Fire Enhancement Team, indemnity and savings to State Farm, returns on investment, related analyses, damages, business ethics, overall business conduct, and other related issues based on discovery to be conducted.	Will
Representative of Accenture LLP, 525 N.W. 11 th St., Oklahoma City, OK 73103	Work performed for State Farm as to wind/hail claims and/or full roof replacements on wind/hail claims	Will
Nicole Manduca – Team Leader of the Wind/Hail Fire Model Enhancement Team ("WHMET")	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	Will

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Tom Moss – P&C Claims c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Melissa Grimmett – P&C Claims Training c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Susan Maynard c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Wensley Herbert c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Scott Welsh	Facts and circumstances surrounding the allegations	Will

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Kathy Ress c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Wendy Mazza c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Tyrone Smith c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Kelly Wienstroer c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Amy Lanier	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Dana Jokerst c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
David Chikahisa c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Eric Daly c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
John Christensen – VPO P&C Claims c/o Crowe & Dunlevy, Braniff Building, 324 N.	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to	Will

Robinson Ave., Suite 100, Oklahoma City, OK 73102	the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
John Burns c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
Michael T. Payne – VPO P&C Claims c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Carol Waldron – VPO P&C Claims c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Michael Keating c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May

Gregory E. Jones c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Andre Cole c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Kevin Mosby c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Leroy Walker c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Laura E. Mize c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	May

	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Jason Osborn c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100 Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Kimberly Rose c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
David Bonenfant c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Paul Robichaux c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Denise Hensley	Facts and circumstances surrounding the allegations	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Jeff Legner c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Teresa Herrera c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
John Kuntz – Consulting Services c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
David Ramsey – Finance c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Doug Dewey – Enterprise Research c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm’s bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Catherine Espel-Logan – Homeowners Markets Team c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm’s bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Robert Scott – Homeowners Markets Team c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm’s bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jordan Coad c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm’s bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Debbie Myers c/o Crowe & Dunlevy, Braniff Building, 324 N.	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to	May

Robinson Ave., Suite 100, Oklahoma City, OK 73102	the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Nick Meehan c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Eric Lambert c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Windy Clark c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Bill Lingenfelter c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May

Tim Northquist c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Cindy Betz c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Lisa O'Toole c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Tyler Deneault c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Rob Stewart c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	May

	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Alec Hagan c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jason Guilliams c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Alicia W. Gardner c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Thad Holman c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Erin Pander	Facts and circumstances surrounding the allegations	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Shyama N. Terry c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Tanya E. Potts c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Marie Dyer c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Heather Hanselka c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Katie Magwire c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Paul Lanari c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Anthony Richardson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jason Payne c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Nadia Abdul c/o Crowe & Dunlevy, Braniff Building, 324 N.	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to	May

Robinson Ave., Suite 100, Oklahoma City, OK 73102	the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Debbie Connelly c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Sean Reidy c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Tammy Higa-Seaver c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Greg Robinson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May

Katina Butler c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Stacey Janssen c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Gwen Hodgson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Scott Steele c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Eileen Colbert c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	May

	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Bill Escott c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Pete Mcardle c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Kelley Davis c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Brad Rushton c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Michael Pellegrini	Facts and circumstances surrounding the allegations	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Zach Olson c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Wayne Stewart c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Devin Clippinger c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
John Broadway c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Carrie Mahoney c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Byan McLaughlin c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
David McNally c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Andre Cook c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
German Valle c/o Crowe & Dunlevy, Braniff Building, 324 N.	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to	May

Robinson Ave., Suite 100, Oklahoma City, OK 73102	the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Renee Bass-Taylor c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Kathy Potter c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Kerstin Markwardt c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Sean Thornton c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May

Chris Lucas c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Dong Feeley c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Clint Mahan c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jared Runnels c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
April Bonner c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and	May

	State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
George Munoz c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jessica Rich c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Stacey Harmon c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Mark Bartusek c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Byron Galloway	Facts and circumstances surrounding the allegations	May

c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Rob Tierney c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Ryan Murphy c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Jason Giessinger c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Heather Burns c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail	May

	roof claims and/or property damage claims	
Gary Unruh – State Farm Agent c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; Agent Complaints and Insureds' Complaints related to State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Robert Garner – State Farm Agent c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; Agent Complaints and Insureds' Complaints related to State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
David Hoffhines – State Farm Agent c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; Agent Complaints and Insureds' Complaints related to State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	May
Mike Muecke – State Farm Agent c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; Agent Complaints and Insureds' Complaints related to State	May

	Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	
Representative(s) of State Farm Fire and Casualty Company ("State Farm") c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including Plaintiffs' Claim, the Policy, the Wind/Hail Focus Initiative, the WHMET, and State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims	Will
All adjusters or supervisors who participated in Plaintiffs' Claim, including but not limited to all third-party adjusters and/or engineers hired by State Farm c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative	May
Additional witnesses listed by Defendants not otherwise objected to by Plaintiffs, regardless of whether such witnesses is/are called at the time of trial.		May
Additional witnesses necessary for rebuttal.		May
Other witnesses discovered during the remaining discovery period or the relevance of whom becomes known during the remaining discovery period		May

As discovery is still ongoing, Plaintiffs reserve the right to amend this witness list as necessary.

EXHIBIT LIST

In compliance with the Court's Scheduling Order, the following represents Plaintiffs' Final Exhibit List in this matter. Discovery is ongoing. As a result, the list is necessarily incomplete in some respects and over-inclusive in other respects. Plaintiffs have endeavored to list documents which have been produced in discovery and which may be utilized by Plaintiffs in the trial of this matter. Plaintiffs reserve the right to introduce all exhibits discovered after this date or produced to it after this date, whether voluntarily or by court order. This exhibit list is for disclosure and notification purposes only as exhibits Plaintiffs may use at trial. Plaintiffs reserve the right to object to any exhibit listed on this list and on Defendants' list at the trial of this case. Accordingly, Plaintiffs submit the following Final Exhibit List:

Plaintiffs' Exhibit No.	Bates No. (where applicable)	Description
PX 1	WEST_000001-000009	2023.09.28 SF Estimate
PX 2	WEST_000010-000022	2024.03.14 SF Revised Estimate
PX 3	WEST_000023-000024	2024.04.10 SF Denial Letter
PX 4	WEST_000025-000029	2024.04.17 Request for Claim Docs from Coastal Claims Services to SF
PX 5	WEST_000030-000040	2024.04.25 Coastal Claims Services Estimate of Damages
PX 6	WEST_000041	2024.05.13 Plaintiffs Sworn Statement Proof of Loss (names agent)
PX 7	WEST_000042-000044	2024.09.13 Letter from Coastal Claims Services to SF re Improper Ground for Claim Denial
PX 8	WEST_000045-000060	Coastal Claims Services Photos of Hail Damage to Roof
PX 9	WEST_000061-000146	Emails with State Farm
PX 10	WEST_000147-000149	Policy Dec Page State Farm 2023
PX 11	WEST_000150-000152	Renewal Declarations 2022-2023
PX 12	WEST_000153-000158	Additional Photos sent to Odom
PX 13	WEST_000159-000164	Wind Storm History Report
PX 14	WEST_000165-000169	Technical Advisory Bulletin
PX 15	WEST_000170-000369	2024-03-07 Trademark Exteriors Restoration
PX 16	WEST_000370-000371	2024-03-06 Trademark Roofing Agreement

PX 17	WEST_000372-000373	Technical Advisory Bulletin – Replacement of Storm Damaged Shingles
PX 18	WEST_000374-000375	Hail Storm History Report
PX 19	WEST_000376-000380	Building Code Report
PX 20	WEST_000381-000391	Eagleview Premium Report
PX 21	WEST_000392-000402	Back Slope hail hit photos
PX 22	WEST_000403-000414	Front Slope hail hit photos
PX 23	WEST_000415-000425	Additional supporting photos
PX 24	WEST_000426-000549	Bobby Odom (Trademark Restoration) Text message screen shots
PX 25	WEST_000550-000570	Coastal Claims emails
PX 26	WEST_000571-000579	Remodel invoices
PX 27	WEST_000580-000626	Nancy Holcomb text screenshots
PX 28	WEST_000627-000628	State Farm Letter 10.30.2023
PX 29	WEST_000629-000642	State Farm - checks & docs
PX 30	WEST_000643-000649	2023-11-28 Email with photos to Brown-O'Haver public adjusters
PX 31	WEST_000650-000664	Text Screenshots with Derek Franklin
PX 32	WEST_000665-000708	House Updates photos
PX 33	WEST_000709-000737	2025-12-31 Home Appraisal
PX 34	WEST_000738-000740	State Farm Claim May 2019
PX 35	WEST_000741-000746	Coastal Voicemail Transcripts
PX 36	WEST_000747-000770	Copy of Rocket Appraisal
PX 37	WEST_000772	Kitchen – Perry Mechanical Invoice
PX 38	WEST_000772-000774	Trademark Roofing Contract
PX 39	WEST_000775	Dismissal CJ-25-716
PX 40	WEST_000776	Fence Repair Payment Confirmation
PX 41	WEST_000777-000804	Arvest HELOC
PX 42	WEST_000805-000812	Water Leak Photographs
PX 43	SFF&CC/West_000001-000053	State Farm Policy No. 36-CR-X405-8, including Declaration pages
PX 44	SFF&CC/West_000054-000887	State Farm's Claim File for Plaintiffs' Claim
PX 45	SFF&CC/West_000888-000964	Underwriting documents specific to Plaintiffs, produced by State Farm
PX 46	SFF&CC/West_000962-000964	360Value Replacement Cost Estimate
PX 47	SFF&CC/West_000953-000956	State Farm Homeowners Application for Plaintiffs
PX 48	SFF&CC/West_000067-000088	State Farm Claim Notes
PX 49	SFF&CC/West_000315-000528	Trademark Exteriors Restoration Supplemental Estimate

PX 50	SFF&CC/West_000237-000239	Accuweather Hail Report
PX 51	WEST00000001-WEST00146746	State Farm Court Ordered Document Production
PX 52	WESTNEI00000400PROD-432PROD	Homeowners Underwriting Guidelines
PX 53	WESTNEI00000389PROD-399PROD	HAAG Training Videos
PX 54	WESTNEI00000433 PROD-518PROD	Quality Plans
PX 55	WESTNEI00000001ECHP-1060ECHP	ECHP documents
PX 56	WESTNEI00000020ECHP-924ECHP	Operation Guides
PX 57	WESTNEI00000032PROD-282PROD	Standard Claim Processes
PX 58	WESTNEI00000001PROD-31PROD	Jurisdictional References
PX 59	WEST00146747-WEST00165320	State Farm Court Ordered Document Production
PX 60	WESTNEI00004583PROD-WESTNEI00132282PROD	State Farm Court Ordered Document Production in partial response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 61	WESTNEI000132282PROD-133367PROD	Training Materials
PX 62	WESTNEI00000977PROD-1341PROD	Standard Claim Processes
PX 63	WESTNEI00001392PROD-1772PROD	Standard Claim Processes
PX 64	WESTNEI00001823PROD-2210PROD	Standard Claim Processes
PX 65	WESTNEI00002262PROD-2687PROD	Standard Claim Processes
PX 66	WESTNEI00002733PROD-3197PROD	Standard Claim Processes
PX 67	WESTNEI00003247PROD-3725PROD	Standard Claim Processes
PX 68	WESTNEI00003910PROD-4399PROD	Standard Claim Processes
PX 69	WESTNEI00000519PROD-620PROD	Jurisdictional References
PX 70	WESTNEI00001342PROD-1391PROD	Jurisdictional References

PX 71	WESTNEI00001773PROD-1822PROD	Jurisdictional References
PX 72	WESTNEI00002211PROD-2261PROD	Jurisdictional References
PX 73	WESTNEI00002688PROD-2732PROD	Jurisdictional References
PX 74	WESTNEI00003198PROD-3247PROD	Jurisdictional References
PX 75	WESTNEI00003726PROD-3909PROD	Jurisdictional References
PX 76	WESTNEI00004400PROD-4583PROD	Jurisdictional References
PX 77	WESTNEI000132268PROD-133372PROD	Quality Plan 2019
PX 78	WESTNEI00000621PROD-976PROD	FME documents
PX 79	WEST-RFP44-Sub. Prod. 000001-000298	Exhibits to Nicole Manduca's deposition taken on April 23, 2024 in Nida v. State Farm, Oklahoma County Case No. CJ-2020-4453
PX 80	WEST-PROD00000001 - WEST-PROD00001638	State Farm Court Ordered Document Production in response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 81	WEST-PROD00001639 - WEST-PROD00001724	State Farm Court Ordered Document Production in response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 82	WESTPROD-00000001 - WESTPROD-00012114	State Farm Court Ordered Document Production in response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 83	WESTPROD-00012115 - WESTPROD-00018152	State Farm Court Ordered Document Production in response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 84	WEST-PROD00001725 - WEST-PROD00102540	State Farm Court Ordered Document Production in response to Plaintiffs' Request for Production No. 44 – document productions from prior cases
PX 85	SUB-Coastal_ 000001 - 000348	Documents produced pursuant to Subpoena to Coastal Claims
		All documents and materials not yet produced by State Farm that were ordered by Judge Sheperd to be produced pursuant to the Order signed

		by Judge Sheperd on April 22, 2026 in this case
		Any and all State Farm marketing materials related to homeowners' policies, including Plaintiffs' Policy
		State Farm's underwriting file for Plaintiffs, including but not limited to the insurance applications and policy forms
		All emails and other correspondence related to the subject Plaintiffs' claim
		All documents, emails, and correspondence related to Plaintiffs' procurement/renewal of the subject Policy from Nancy Holcomb Ins. Agency, Inc.
		CV, Resume, and related documents of Plaintiffs' expert witness(es).
		Any and all relevant reports, estimates, invoices and receipts relating to the Subject Property
		Personnel files of State Farm's adjusters, supervisors, and any other personnel involved in the handling, adjustment, and denial of Plaintiffs' claim.
		Relevant Portion of State Farm Claims Manuals and more specific Guides referenced therein
		Performance documents relating to Defendants and its employees involved in Plaintiffs' claim.
		State Farm's website pages
		Documents relating to Plaintiffs' losses and damages, including but not limited to property and contractual damages
		Financial statements and other documents related to Defendants' financial condition, including but not limited to balance sheets and tax returns and market cap documents
		Photos, weather data, and inspection report from Johnathan Spyres
		Expert report and all materials referenced and relied upon by Johnathan Spyres

		Expert report and all materials referenced and relied upon by Mark Romano
		Expert report and all materials referenced and relied upon by Walt Haskins
		Expert report and all materials referenced and relied upon by Christopher W. Young
		Relevant photographs and/or videos
		All reports, estimates, proposals, photos, and other documents related to the subject property, not objected to by Plaintiffs
		All State Farm documents and materials requested in Plaintiffs' discovery requests and all Motions to Compel filed that State Farm has yet to produce
		All State Farm documents related to the Wind/Hail Focus Initiative
		Any publicly available information related to State Farm's Wind/Hail Focus Initiative and/or Scheme to deny wind/hail full roof replacement claims
		All documents produced pursuant to subpoena, not objected to by Plaintiffs
		Any pleadings, discovery responses, documents produced, depositions, videos, or other papers/documents discovered, filed, or served in this case, not objected to by Plaintiffs
		Deposition testimony from current and former State Farm corporate representatives, executives, adjusters, team managers, and other personnel from other cases that is contained in the public record and/or was not designated as confidential pursuant to a protective order ¹

¹ Including but not limited to Richard Hsiung, Kenneth Kwok, Kelly Wienstroer, Amy Lynne Lanier, Wensley Herbert, Thomas Moss, Scott Welsh, Nicole Manduca, Kathy Ress, Wendy Mazza, Jason Taylor, Sharon Arnold, and Tyrone Smith.

		Any exhibits deemed necessary for rebuttal or impeachment purposes
		March 22, 2023 Email from Mike Muecke Agency
		July 9, 2020 Email from State Farm Agent David Hoffhines to State Farm
		May 23, 2025 Underwriting Notice to Josh & Tara Mattox
		August 5, 2025 Notice to DKD Properties, LLC
		Attorney General Petition for Intervention in <i>Hursh v. State Farm, et al.</i> , CJ-2025-2626 (Oklahoma County)
		State Farm's Underwriting Guidelines
		March 24, 2021 Email from State Farm Agent Jackie Martin to Houston Wells Re State Farm's Underwriting Requirements and Roof Inspections
		Email Exchange between Dennis Chaumont, Jesse Spaulding, and Susie Linehan – State Farm claiming roof inspection report as work product.
		Schroeder Testimony, Vertel Testimony, Quinn Testimony, and all other transcripts and testimony from the Senate Committee on Homeland Security & Governmental Affairs Hearing on "Examining the Insurance Industry's Claims Practices Following Recent Natural Disasters" ²
		State Farm Operation Guide 75-01: First Party Claims Guidelines
		Operation Guides Preface
		State Farm Operation Guide 75-160: Wind/Hail Roofing Guidelines
		State Farm Commitment to Our Policyholders
		State Farm Evaluating Composition Shingle Roofs Brochure

² available at <https://www.hsgac.senate.gov/subcommittees/dmdcc/hearings/examining-the-insuranceindustrys-claims-practices-following-recent-natural-disasters/>

		Any and all exhibits listed by Defendants and not objected to by Plaintiffs
		State Farm's responses to Plaintiffs' discovery requests
		Deposition exhibits from all depositions not objected to by Plaintiffs
		Deposition transcripts
		Additional exhibits identified in discovery
		Documents produced by State Farm in discovery and not objected to by Plaintiffs
		Documents produced by non-parties in discovery and not objected to by Plaintiffs
		Summary exhibits
		Demonstrative exhibits
		As discovery is ongoing, Plaintiffs reserve the right to amend or supplement this exhibit list as necessary

As discovery is still ongoing, Plaintiffs reserve the right to amend this exhibit list as necessary.

Respectfully submitted,

/s John Sanders

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of June, 2026, a true, correct, and exact copy of the foregoing document was emailed to the following persons:

Timila S. Rother
Paige A. Masters
Amanda M. Finch
CROWE & DUNLEVY, PC
Braniff Building
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102
timila.rother@crowedunlevy.com
paige.masters@crowedunlevy.com
amanda.finch@crowedunlevy.com

ATTORNEYS FOR DEFENDANTS

/s John Sanders
John Sanders

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

NEIL WEST and LACY WEST,

Plaintiffs,

v.

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

Defendants.

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No.: CJ-2025-135

PLAINTIFFS' FIRST AMENDED WITNESS LIST

Plaintiffs hereby submit their First Amended Witness List. Discovery is ongoing. As such, this witness list is based on present knowledge only, and Plaintiffs reserves the right to modify, delete, add to, substitute or otherwise alter this witness list as discovery and trial preparation warrants. Plaintiffs reserve the right to object to any of the exhibits listed and/or the testimony of any of the witnesses listed on any grounds, depending on the Court's pre-trial and trial rulings.

WITNESS LIST

Plaintiffs hereby designate the persons named below as the witnesses known to them at this time. These witnesses are listed for notification purposes only and it does not mean that Plaintiffs will call all or any of the witnesses. The witness list is hereby provided based on Plaintiffs' present knowledge and assessment, but is submitted without prejudice to amendment, modification and/or supplementation during discovery and after discovery is completed.

Each of the witnesses listed below may testify as to all subject matters raised in the allegations in the Petition and discovery. In addition, the witnesses listed below may testify as to all subject matters touched upon in any deposition given by that witness, any affidavit given by that witness, any matters attributed to that witness in answers to interrogatories and other matters

as described. In addition to the persons named below, Plaintiffs reserve the right to call as witnesses at trial, to the extent that their testimony is relevant and admissible, the following:

NO.	Witness	Projected Testimony
1.	Neil West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed
2.	Lacy West, c/o Whitten Burrage, 512 N. Broadway Ave., Suite 300, Oklahoma City, OK 73132	Deposed
3.	Mark Romano Romano Claims Consulting LLC, 5265 Sunset Lake Road, PMB#6 Holly Springs, NC 27540	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Model Enhancement, quality initiatives, and general claim handling on wind and hail claims institutional and specific to West case, and related issues based on current discovery and discovery to be conducted.
4.	Walt Haskins 311 East 11th St. Tulsa, OK 74120	Insurance and bad faith expert. Industry standards, review and analysis of State Farm policies and procedures, relevant wind/hail documents including all aspects of the Wind/Hail Fire Model Enhancement, quality initiatives, and general claim handling on wind and hail claims institutional and specific to West case, and related issues based on current discovery and discovery to be conducted.
5.	Christopher W. Young, Ph.D. Resolution Economics, LLC, 550 Fifth Avenue, 6th	Expert Witness. Opinions based on expertise in economics, corporate finance, financial gains of State Farm, and other related financial opinions based on the Wind/Hail Fire Model Enhancement Team, indemnity and savings to State Farm from 2020 through time of trial, returns on investment, related analyses, damages, business ethics, overall

	Floor, New York, NY 10036	business conduct, and other related issues based on discovery to be conducted.
6.	Johnathan Spyres IT RoofTech 5515 S. Mingo Rd., Ste. G Tulsa, OK 74146	Roofing and Construction Expert Witness. Inspection of the subject property/roof, review of claim documents, the impact of the subject storm on the roof/property, damages sustained to the roof/property, standards in the roofing industry, and related issues.
7.	Bobby Odom – Trademark Exteriors Restoration Plaintiffs’ roofing contractor (405) 703-9274 36 NE 52nd St. Oklahoma City, OK 73105	Deposed.
8.	Derek Franklin Legacy Roofing & Construction, LLC 12094 State Hwy 76 Lindsay, OK 73052	Deposed.
9.	Jose Parga 1413 Fox Glen Trail Crowley, TX 76036	Deposed.
10.	Representative of Coastal Claims 2650 N. Dixie Fwy. New Smyrna Beach, FL 32168	Condition of and damage to Insured Property; Plaintiffs’ claim to State Farm, inspection and findings of subject property/roof, estimates/reports, communications with Plaintiffs and State Farm regarding the claim, knowledge of and/or experiences regarding State Farm’s bad faith pattern and practices on wind/hail roof claims and/or property damage claims
11.	Jon Farney – CEO c/o Crowe & Dunlevy, Braniff Building, 324 N.	To be Deposed per Court Order.

	Robinson Ave., Suite 100, Oklahoma City, OK 73102	
12.	Wensley Herbert c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	To be Deposed per Court Order.
13.	Scott Welsh c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	To be Deposed.
14.	Kathy Ress c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	To be Deposed.
15.	Tom Moss c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	To be Deposed.
16.	Nicole Manduca c/o Crowe & Dunlevy, Braniff Building, 324 N.	To be Deposed.

	Robinson Ave., Suite 100, Oklahoma City, OK 73102	
17.	Wendy Mazza c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
18.	Juan Guevera c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to prior testimony as corporate representative testimony regarding State Farm claims handling, P&C department, and related issues on property damage claims.
19.	Tyrone Smith c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
20.	Michael Arnold c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
21.	John Christensen	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus

	c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
22.	John Burns c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
23.	Wayne Stewart c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Facts and circumstances surrounding the allegations set forth in the Petition, including but not limited to the FME Wind/Hail Focus Initiative, the WHMET, documents produced and depositions given, State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
24.	Corporate Representative(s) of Accenture LLP, 525 N.W. 11 th St., Oklahoma City, OK 73103	Work performed for State Farm as to wind/hail claims and/or full roof replacements on wind/hail claims, including but not limited to State Farm's efforts to reduce/lower indemnity payments on wind/hail roof claims and/or property damage claims and industry standards/data provided to State Farm regarding same
25.	Representative(s) of State Farm Fire and Casualty Company ("State Farm") c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave.,	Topics in Notices.

	Suite 100, Oklahoma City, OK 73102	
26.	Nancy Holcomb and/or Representative of Nancy Holcomb Ins. Agency, Inc. c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Wind/Hail Focus Initiative; Plaintiffs' Policy and Process/Investigation of Plaintiffs' Claim; Underwriting duties/guidelines/breaches thereof; Knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; Agent Complaints and Insureds' Complaints related to State Farm's bad faith pattern and practices on wind/hail roof claims and/or property damage claims and related issues.
27.	Cedric Gooch External Claim Resource - Eberl c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	ECR Vendor on inspection in September 2023. Inspection and findings related to the Insured Property, condition of the Insured Property, handling/evaluation of the Claim; relationship/agreements with State Farm pertaining to handling of wind/hail claims; knowledge of State Farm's Scheme and Wind/Hail Focus Initiative designed to underpay and deny wind/hail roof claims and/or property damage claims; training provided by State Farm for the assessment of wind/hail damage, State Farm evaluations of ECR Eberle, cycle times, metrics, and related issues.
28.	Jason Taylor – Team Manager State Farm Fire and Casualty Company c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Team Manager on Claim. Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, Team Manager Review rules and guidelines pertaining to full roof replacement claims, and denial of reinspection
29.	Christy Mebane c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100,	CS on Claim. Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, Team Manager Review rules and guidelines pertaining to full roof replacement claims, and denial of reinspection

	Oklahoma City, OK 73102	
30.	Alexis Napoles c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	CS on Claim. Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, knowledge of the Wind/Hail Focus Initiative, Team Manager Review rules and guidelines pertaining to full roof replacement claims, and claim file note stating that "Photos seem to indicate potential ADPL to roof shingles. Accuweather indicates 2.25" hail on DOL."
31.	All adjusters or supervisors who participated in Plaintiffs' Claim, including but not limited to all third-party adjusters and/or engineers hired by State Farm c/o Crowe & Dunlevy, Braniff Building, 324 N. Robinson Ave., Suite 100, Oklahoma City, OK 73102	Circumstances surrounding Plaintiffs' Claim and denial thereof, State Farm training on assessment of wind and hail damage, and knowledge of the Wind/Hail Focus Initiative, Team Manager Review rules and guidelines pertaining to full roof replacement claims, and denial of reinspection
32.	Additional witnesses listed by Defendants not otherwise objected to by Plaintiffs, regardless of whether such witnesses is/are called at the time of trial.	
33.	Additional witnesses necessary for rebuttal.	
34.	Other witnesses discovered during the	

	remaining discovery period or the relevance of whom becomes known during the remaining discovery period	
--	--	--

Respectfully submitted,

Blake Sonne

Reggie N. Whitten, OBA No. 9576

Michael Burrage, OBA No. 1350

Blake Sonne, OBA No. 20341

Hannah Whitten, OBA No. 35261

John S. Sanders, OBA No. 34990

Jake Denne, OBA No. 35097

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of September, 2026, a true, correct, and exact copy of the foregoing document was emailed to the following persons:

Timila S. Rother
Paige A. Masters
Amanda M. Finch
CROWE & DUNLEVY, PC
Braniff Building
324 N. Robinson Ave., Suite 100
Oklahoma City, OK 73102
timila.rother@crowedunlevy.com
paige.masters@crowedunlevy.com
amanda.finch@crowedunlevy.com

ATTORNEYS FOR DEFENDANTS

Blake Sonne

Blake Sonne

From: Amanda Finch
Sent: Monday, September 14, 2026 9:01 AM
To: Blake Sonne; Hannah Whitten; Reggie N. Whitten; Michael Burrage; John Sanders; Brad Burgess; Colby Stephenson
Cc: Paige Masters; Kayli Price; Autumn Hobbs; Debra Lawson; Karen Stratton; Ryan Deligans; Jake Denne; Timila S. Rother
Subject: West v. State Farm - Expert Witness Disclosures and Depositions

Counsel,

Please provide dates for the depositions of any persons you plan to proffer as expert witnesses at the trial of this matter for the first half of October. In that regard, please also supplement Plaintiffs' responses to State Farm's Interrogatory No. 24 and Request for Production No. 24, as well as Nancy Holcomb Insurance Agency, Inc.'s Interrogatory No. 24 and Request for Production No. 30, by Monday, September 21, 2026 so that we have the information necessary to proceed with the depositions, evaluate Daubert motions and to evaluate our own expert needs.



Amanda Finch

Attorney

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1 IN THE DISTRICT COURT OF COMANCHE COUNTY
2 STATE OF OKLAHOMA
3
4 NEIL WEST and LACY WEST,
5
6 Plaintiffs,
7
8 vs. No. CJ-2025-135
9
10 STATE FARM FIRE AND CASUALTY
11 COMPANY; and NANCY HOLCOMB
12 INSURANCE AGENCY, INC.,
13
14 Defendants.

HEARING ON PLAINTIFFS' MOTIONS
AND DEFENDANTS' COUNTER MOTIONS
BEFORE THE HONORABLE GRANT SHEPERD
ON SEPTEMBER 24, 2026, BEGINNING AT 3:03 P.M.
IN LAWTON, OKLAHOMA

REPORTED BY: D. Luke Epps, CSR, RPR, CRR

1 conference or deadlines will be, so that only gives
2 us about two weeks between what would be the -- and
3 we don't have any expert information from them to
4 analyze Daubert, so...

5 THE COURT: Okay. Anybody want to take
6 that up for the plaintiff?

7 MS. WHITTEN: Yeah. I would dispute that
8 they don't have information on our experts. It's
9 state court. We don't have to provide expert
10 reports. We have provided who our experts are and
11 witnesses lists and in discovery. The plaintiffs
12 are explicitly relying on Mark Romano and Walt
13 Haskins as our bad faith experts. They've been
14 present at the depositions that took place last week
15 in this case, and I think all parties would agree
16 that plaintiffs have been totally up front about the
17 experts they intend to use in this case.

18 THE COURT: Okay. As far as the deadlines
19 go, though, Ms. Whitten, are you agreeing to extend
20 those?

21 MS. WHITTEN: We are happy to work with
22 opposing counsel on that. I think our position
23 would be, Your Honor, that we want to keep our trial
24 date the second week of November. We obviously
25 don't want to burden the Court, but in our

1 experience, the courts are fine to take limines
2 closer to trial anyway because they're preliminary
3 and advisory up until trial, but I'm happy to extend
4 the deadline on Dauberts, and we are also working on
5 our depo designations because we just got
6 transcripts from last week, so I take no issue with
7 extending that by a week or two or three, I mean.

8 THE COURT: Okay. Go ahead.

9 MS. ROTHER: To the expert issue, we have
10 very specific interrogatories, the ones that are
11 aimed or allowed under the discovery code that
12 require a lot more information than we have to date.
13 So we've asked them to supplement those and to
14 provide deposition dates, but we've not received
15 either one.

16 THE COURT: Okay. Hang on one second.
17 What's our October motion date?

18 THE BAILIFF: October 22nd, Your Honor.

19 MS. ROTHER: That's the same date as our
20 pretrial.

21 THE COURT: I'll go ahead and set the
22 motion for change of trial venue or later trial
23 setting to October 22nd at 10:00 a.m. So we're
24 going to extend the motions in limine, the Daubert,
25 and the deposition designations, what date?

1 from there.

2 MS. ROTHER: Just so it doesn't catch you
3 by surprise, I heard Ms. Whitten say they have a
4 couple of more executives they want to depose and
5 they also issued another 11 document requests, the
6 response to which is not even due until the 20th or
7 the 21st, and they're asking for all kinds of
8 information about the board of directors, so I just
9 --

10 THE COURT: Yeah. We're in a real time
11 crunch for a November trial. I understand that for
12 sure. Okay.

13 MS. ROTHER: All right. Thank you, Judge.

14 THE COURT: Thank you.

15 MS. WHITTEN: Thank you, Your Honor.

16 THE COURT: Close the record.

17 (Proceedings adjourned.)

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19

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25

1 IN THE DISTRICT COURT OF COMANCHE COUNTY

2 STATE OF OKLAHOMA

3 NEIL WEST and LACY WEST,

4 Plaintiffs,

5 vs.

No. CJ-2025-135

6 STATE FARM FIRE AND CASUALTY
7 COMPANY; and NANCY HOLCOMB

INSURANCE AGENCY, INC.,

8 Defendants.

9

10

11 CERTIFICATE OF THE COURT REPORTER

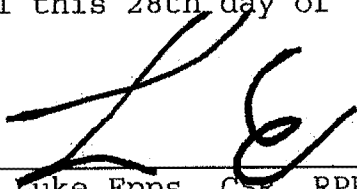
12

13

14 I, D. Luke Epps, Certified Shorthand
15 Reporter within and for the State of Oklahoma, do
16 hereby certify that the foregoing transcript in the
17 above-styled case is a true, correct, and complete
18 transcript of my shorthand notes of the proceedings
19 in said cause.

20 I further certify that I am neither
21 related to nor attorney for any interested party nor
22 interested in the event of said action.

23 IN WITNESS WHEREOF, I have hereunto set my
24 hand and official seal this 28th day of
25 September, 2026.


D. Luke Epps, CSR, RPR, CRR

From: Amanda Finch
Sent: Wednesday, September 30, 2026 4:44 PM
To: Blake Sonne; Hannah Whitten; Reggie N. Whitten; Michael Burrage; John Sanders; Brad Burgess; Colby Stephenson
Cc: Paige Masters; Kayli Price; Autumn Hobbs; Debra Lawson; Karen Stratton; Ryan Deligans; Jake Denne; Timila S. Rother
Subject: RE: West v. State Farm - Expert Witness Disclosures and Depositions

Counsel,

I am following up on my September 13 email regarding supplementation of Plaintiffs' expert discovery responses and dates for the depositions of any individuals Plaintiffs intend to proffer as expert witnesses at trial.

My understanding is that Plaintiffs agreed during last week's hearing to provide this information. To date, we have not received the supplemental responses or deposition availability.

Please provide the supplementation and available dates for the first half of October so that we can proceed with expert depositions, evaluate any Daubert issues, and assess our own expert needs.

Thank you,



Amanda Finch
Attorney
[405.235.7708](tel:405.235.7708)

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From: Amanda Finch
Sent: Monday, September 14, 2026 9:01 AM
To: Blake Sonne <bsonne@whittenburrage.com>; Hannah Whitten <hwhitten@whittenburrage.com>; Reggie N. Whitten <rwhitten@whittenburrage.com>; Michael Burrage <mburrage@whittenburrage.com>; John Sanders <jsanders@whittenburrage.com>; Brad Burgess <brad@burgess-hightower.com>; Colby Stephenson <colby@burgess-hightower.com>
Cc: Paige Masters <paige.masters@crowedunlevy.com>; Kayli Price <kprice@whittenburrage.com>; Autumn Hobbs <ahobbs@whittenburrage.com>; Debra Lawson <debra.lawson@crowedunlevy.com>; Karen Stratton <kstratton@whittenburrage.com>; Ryan Deligans <rdeligans@dlb.net>; Jake Denne

<jdenne@whittenburrage.com>; Timila S. Rother <timila.rother@crowedunlevy.com>

Subject: West v. State Farm - Expert Witness Disclosures and Depositions

Counsel,

Please provide dates for the depositions of any persons you plan to proffer as expert witnesses at the trial of this matter for the first half of October. In that regard, please also supplement Plaintiffs' responses to State Farm's Interrogatory No. 24 and Request for Production No. 24, as well as Nancy Holcomb Insurance Agency, Inc.'s Interrogatory No. 24 and Request for Production No. 30, by Monday, September 21, 2026 so that we have the information necessary to proceed with the depositions, evaluate Daubert motions and to evaluate our own expert needs.



Amanda Finch

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