

**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' RESPONSE TO DEFENDANT STATE FARM FIRE AND CASUALTY
COMPANY'S RENEWED MOTION TO COMPEL EXPERT DISCOVERY**

Plaintiffs Neil and Lacy West ("Plaintiffs") file this Response to State Farm Fire and Casualty Company's ("Defendant" or "State Farm") Renewed Motion to Compel Expert Discovery filed October 9, 2026 (Defendant's "Motion"). Plaintiffs respectfully request that Defendant's Motion be stricken and/or denied because Plaintiffs served the expert discovery sought in State Farm's Motion; as State Farm is in receipt of all such discovery materials, its' Motion is moot. To the extent the Court considers State Farm's alternative request for exclusion of Plaintiffs' expert materials, the same should be denied. In further support, Plaintiffs state as follows:

I. State Farm's Motion is Moot as Plaintiffs Supplemented Expert Discovery.

While motions to strike briefings are generally disfavored, "[t]he exception to this principle is that a Court may choose to strike a filing that is not allowed by local rule..." *SFF-TIR, LLC v. Stephenson*, 250 F. Supp. 3d 856, 979, (N.D. Okla. 2017) citing *Ysaïs v. N.M. Judicial Standard*

Comm'n, 616 F.Supp.2d at 1184; *see also In re Hopkins*, No. 98–1186, 162 F.3d 1173, 1998 WL 704710, *3 n. 6 (10th Cir. Oct. 5, 1998) (holding that, because party's “briefs were non-complying ... it was well within the discretion of the district court to strike them”).¹

State Farm’s Motion asks the Court to compel Plaintiffs’ supplemental responses to its Interrogatory No. 24 and Request for Production No. 24, which target expert disclosures pursuant to 12 O.S. § 3226(B). *See* Mot. at 1-2, 5. Plaintiffs served their supplemental responses to these Requests, and accompanying document production, on October 27, 2026. *See Exhibit 1*, Email to State Farm’s Counsel; *see also Exhibit 2*, Plaintiffs’ Supplemental Discovery Responses as to Expert Disclosures. Because State Farm is in receipt of all discovery sought in its Motion, there is nothing to compel; thus, its’ Motion is moot. Plaintiffs respectfully request that the Court strike and/or deny the Motion in its’ entirety.

II. State Farm’s Alternative Request for Exclusion Must Be Denied.

State Farm asks the Court to exclude Plaintiffs’ “expert evidence” in the alternative. Mot. at 5-6. The parameters of this alternative relief are entirely unclear from a plain reading of the Motion; regardless, any evidentiary exclusion is an extreme and wholly unwarranted sanction here.

Excluding expert testimony is a harsh and extreme remedy. *See, e.g., Gillum v. United States*, 309 F. App’x 267, 270 (10th Cir. 2009) (finding district court abused its discretion in striking expert testimony); *see also Box v. United States*, 2019 WL 6998754, at *2 (D. Kan. Dec. 20, 2019) (“striking an expert is an extreme measure.”). “Rather, litigation should promote the finding of the truth, and, wherever possible, the resolution of cases on their merits.” *Id.* Where the opposing party can still depose the expert and conduct necessary expert discovery within the

¹ Plaintiffs cite federal caselaw as persuasive authority that is relevant to the issues before this Court.

existing schedule, the prejudice is curable and exclusion is disfavored. *See, e.g., Pac. Indem. Co. v. Nidec Motor Corp.*, 203 F. Supp. 3d 1092, 1097 (D. Nev. 2016); *Scott Timber, Inc. v. United States*, 93 Fed. Cl. 221, 227 (2010).²

A party cannot claim unfair prejudice or surprise of evidence disclosed prior to trial. “A party complaining of the admission of evidence for prejudicial surprise must demonstrate, by reference to the appellate record, actual surprise and prejudice.” *E.g., Boatsman v. Sw. Bell Yellow Pages, Inc.*, 2001 OK CIV APP 98, 30 P.3d 1174, 1178 (holding no actual surprise or prejudice in use of evidence disclosed prior to trial (citation omitted); *see also Denison v. Swaco Geolograph Co.*, 941 F.2d 1416, 1425 (10th Cir. 1991) (rejecting assertion of prejudice where the objected-to testimony used at trial was included in pretrial order and thus the objecting party “clearly had notice” of it).

State Farm does not commit to its sanction request with consistency or clarity. Section II of its Motion asks for exclusion of “Expert Evidence Not Timely Disclosed and Made Available for Discovery,” and its Conclusion asks for “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.” Mot. at 5, 7. The support State Farm provides consists of several Oklahoma decisions describing narrower relief: exclusion of testimony, prohibition of a witness from testifying at trial “who could not be deposed,” and exclusion of evidence that goes “to the heart of the case” or withheld in violation of a discovery order. *See, e.g., id.* at 5-6. State Farm then asserts the parameters of its request are left for the Court to define and “tailor[] to the particular discovery prejudice.” *See id.* at 6. Any such sanction lacks merit regardless of State

² Plaintiffs cite federal caselaw as persuasive authority that is relevant to the issues before this Court.

Farm's intent.

Here, there is no prejudice or unfair surprise. Plaintiffs have complied with all discovery requests aimed at their expert witnesses and in accordance with 12 O.S. § 3226(B): Plaintiffs have produced each testifying expert's subject matter of expected testimony, substantive summaries of and grounds for expected facts and opinions, qualifications, compensation rates, and (where applicable) publications authored in the previous ten years and cases in which they provided expert testimony in the previous four years. 12 O.S. § 3226(B)(4); Mot. at 4-5 (citing 12 O.S. § 3226(B)(3)); *see also* **Exhibits 1 & 2**. Additionally, State Farm has ample time to conduct depositions of Plaintiffs' expert witnesses prior to the Pre-Trial Conference and Trial, which were moved to January 14, 2027 and February 2027, respectively, since filing its Motion. *See* Order entered October 22, 2026. Plaintiffs have no objection to presenting their expert witnesses at a mutually agreeable day and time, and Plaintiffs' counsel is working on obtaining their deposition availability to provide to counsel for State Farm. State Farm can point to no expert discovery withheld by Plaintiffs, nor can it identify any expert witness Plaintiffs have refused to produce for deposition. State Farm further cannot assert in good faith that it lacks sufficient time to conduct such expert witness depositions since the pre-trial and trial dates have now been moved.

Furthermore, any claimed prejudice has been of State Farm's own making: State Farm's aggressive obstruction of the discovery process directly impeded Plaintiffs' ability to prepare expert discovery. Even assuming some modicum of prejudice could be inferred, the extreme sanction of striking Plaintiffs' experts still would not be justified. *See, e.g., Pac. Indem. Co. v. Nidec Motor Corp.*, 203 F. Supp. 3d 1092, 1097 (D. Nev. 2016).

To the extent the Court construes State Farm's request as seeking a blanket "exclusion of any expert opinion, basis, material, exhibit, or testimony not timely disclosed and made available

for discovery,” such is mooted by Plaintiffs’ production of such. Any narrower sanction, including those articulated in the decisions on which State Farm relies, is inappropriate for the same reasons.

WHEREFORE, Plaintiffs respectfully request this Court enter an Order striking and/or denying State Farm’s Renewed Motion to Compel in its’ entirety since the same is now moot.

Respectfully submitted,

/s/ Jake Denne

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CERTIFICATE OF SERVICE

I hereby certify that on October 27, 2026, the above and foregoing was emailed and/or mailed to:

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/s/ Jake Denne

Jake Denne

From: Kayli Price
Sent: Tuesday, October 27, 2026 1:02 PM
To: Timila S. Rother; Paige Masters; Amanda Finch; Lance Leffel; Debra Lawson
Cc: Reggie N. Whitten; Michael Burrage; Blake Sonne; Hannah Whitten; John Sanders; Jake Denne; Colby Stephenson; Brad Burgess; Ryan Deligans; Autumn Hobbs; Karen Stratton; Roxanne Fitzgerald
Subject: West v. State Farm, CJ-2025-135, Comanche County
Attachments: 2026-10-27 West Supplemental Expert Disclosures.pdf
Counsel,

Please see the attached and Dropbox link below containing Plaintiffs' Expert Disclosures.

<https://www.dropbox.com/scl/fo/xt9uthbgc3bxd13agv2nd/AIPT4TTFoWMewDtPAna5zl0?rlkey=qp19zbcmmwqd24ce9zsweoo12&st=jg5i2g90&dl=0>

Should you have issues accessing the link, please let me know. It will expire in one week.
Thank you.

Kayli Price | Paralegal
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EXHIBIT

1

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

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

**PLAINTIFFS' SUPPLEMENTAL RESPONSES TO DEFENDANT
STATE FARM FIRE AND CASUALTY COMPANY'S FIRST SET OF
DISCOVERY REQUESTS & SECTION 3226(B) EXPERT DISCLOSURES**

Plaintiffs, Neil and Lacy West, hereby supplement their responses to Defendant State Farm Fire and Casualty Company's First Set of Discovery Requests and otherwise provide their expert disclosures pursuant to the Court's Scheduling Order and 12 Okla. Stat. § 3226(B) as follows:

GENERAL OBJECTIONS

1. Plaintiffs object to Defendant's discovery requests to the extent they are not reasonably calculated to lead to the discovery of admissible evidence.
2. Plaintiffs object to the disclosure of any information prepared in anticipation of or for litigation by or for Plaintiffs or any of their representatives, or otherwise beyond the permissible scope of discovery.
3. Plaintiffs reserve the right, as additional information is discovered, analyzed, or made available during discovery in the course of the proceedings, to supplement and/or revise these responses.
4. Plaintiffs object to Defendant's discovery requests to the extent they misstate or seek to impose obligations or requirements upon Plaintiffs greater than those imposed by the



Oklahoma Discovery Code. Plaintiffs will respond to Defendant's discovery in accordance with the Oklahoma Discovery Code.

5. Plaintiffs object to Defendant's discovery requests to the extent they seek or call for information protected from discovery and privileged by reason of (a) the attorney-client privilege, (b) the "work product" doctrine, (c) the "trial preparation" doctrine, or (d) any other applicable discovery rule or privilege.

6. Plaintiffs object to any discovery request by Defendant which purports to require the creation of documents which do not exist.

7. Each of the following answers is made without waiving any objections Plaintiffs may have with respect to the subsequent use of these answers or the documents referred to herein. Plaintiffs specifically reserve (a) all questions as to the competency, privilege, relevancy, materiality, and admissibility of said answers and responses or documents, (b) the right to object to the use of said answers or documents in any lawsuit or proceeding on any or all of the foregoing grounds or on any other proper ground, (c) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said answers or documents, and (d) the right, at any time, upon proper showing, to revise, correct, or clarify any of the following objections or answers.

INTERROGATORIES

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.

SUPPLEMENTAL RESPONSE: Plaintiffs object to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the work product doctrine and requests any information beyond the scope allowed under the Oklahoma Discovery Code. Subject to such objections, Plaintiffs have retained four expert witnesses for the trial of this case: Dr. Christopher Young, Mark Romano, Walt Haskins, and Johnathan Spyres.

With respect to Dr. Young, Plaintiffs state as follows:

- (i) Dr. Young is an expert in economics, corporate finance, and business ethics and may testify regarding economic damages, financial performance, business ethics, and related business conduct.
- (ii) Dr. Young may testify regarding whether, and to what extent, State Farm's Wind/Hail Fire Enhancement program and Wind/Hail Focus Initiative reduced State Farm's indemnity spending and resulted in a financial benefit to State Farm. Dr. Young may further testify regarding these programs in relation to recognized principles and standards of business ethics. Dr. Young will provide testimony regarding the economics and corporate finance of State Farm's Wind/Hail claims-handling practices from the inception of the Fire Model Enhancement ("FME") initiatives related to reducing indemnity expenditures from 2020 to the present;

State Farm's indemnity reductions and claimed "savings," including changes in full roof replacement rates, roof repair-to-replacement ratios, overhead-and-profit frequency, and pricing deviations; the financial benefits, if any, State Farm derived from these practices, including returns on investment and incremental financial benefits attributable to the conduct at issue; the profitability of these practices to State Farm and relevant aspects of State Farm's financial condition; State Farm's use of Accenture's analyses and industry data and standards in designing and implementing these practices; the relationship between State Farm's conduct and recognized principles of business ethics, including State Farm's own code of conduct and stated claims-handling commitments; potential rebuttal of opinions offered by Defendants' experts on these or related subjects within Dr. Young's expertise; and other economic and financial issues related to the foregoing. Dr. Young will employ generally accepted methods of economic and financial analysis, which may include comparing indemnity payments and claim outcomes before and after implementation of the FME, considering alternative explanations for observed changes, analyzing State Farm's projected and realized savings, and reviewing State Farm's publicly reported financial information, premiums, and profits. Dr. Young may also testify regarding recognized business ethics standards and their application to corporate financial incentives and business practices, without offering ultimate legal conclusions concerning liability or insurance bad faith. Dr. Young will provide expert testimony based on the documents he reviews, the deposition testimony he considers and analyzes, and other pertinent materials in this case.

- (iii) See subpart (ii) above and Dr. Young's CV produced herewith.
- (iv) See Dr. Young's CV.
- (v) Dr. Young's rate is \$550/hour.
- (vi) See Dr. Young's CV. Also, Dr. Young was recently deposed as an economic/financial expert in Jet Commercial Construction, LLC et al. v. Insurica of Lawton et al., CJ-2025-253 (Comanche County, State of Oklahoma).

With respect to Mr. Romano, Plaintiffs state as follows:

- (i) Mr. Romano is an insurance and bad faith expert and will testify regarding industry standards, including violations of the standards of care in the handling, adjustment, investigation, and denial of Plaintiffs' Claim; his review and analysis of State Farm policies and procedures; and relevant wind/hail documents, including all aspects of the Wind/Hail Fire Enhancement Team.
- (ii) Mr. Romano will testify the handling, adjustment, investigation, and denial of Plaintiffs' Claim deviated from industry standards and violated the duty of good faith and fair dealing. State Farm applied definitions of damage to Plaintiffs' Claim not found within the four corners of the Policy, and its investigation was unreasonable and inadequate. Mr. Romano will further testify State Farm's Wind/Hail Fire Enhancement program and Wind/Hail Focus Initiative deviated from industry standards and resulted in the wrongful denial of valid claims, including Plaintiffs' Claim, on a widespread basis. State Farm built its wind/hail program to reduce indemnity, identified roof replacements as an "opportunity," and reported the program's success as reduced payments, rather than deciding each claim on its own merits. The roof replacement "industry best" benchmark on which

State Farm relied lacks support and is inconsistently described. State Farm defined “quality” by claim outcomes reducing payments on claims, not by the correction of underpaid claims. Only decisions to replace a roof or reverse a denial triggered management review; denials and roof repairs did not. State Farm training pushed adjusters toward repair and no-damage findings. State Farm’s own agents, sales leaders, and claim reviews told State Farm it was underpaying claims, yet State Farm did nothing in response. State Farm hid these programs from insureds and the public, in part by renaming the program’s goals and restricting distribution, contrary to industry standards requiring a transparent claim philosophy. Mr. Romano will provide opinions consistent with his review of the documents produced in this litigation and the depositions he has observed and analyzed, and on related issues of claim-handling standards, including pattern and practice.

- (iii) See subpart (ii) above and Mr. Romano’s CV.
- (iv) See Mr. Romano’s CV and list of publications produced herewith.
- (v) Mr. Romano’s rate for consultation and preparation is \$325/hour, and his rate for deposition testimony is \$450/hour.
- (vi) See the list of cases in which Mr. Romano has testified during the last four (4) years, produced herewith.

With respect to Mr. Haskins, Plaintiffs state as follows:

- (i) Mr. Haskins is an attorney and bad faith expert and will testify regarding industry standards, including violations of the standards of care in the handling, adjustment, investigation, and denial of Plaintiffs’ Claim; his review and analysis of State Farm

policies and procedures; and relevant wind/hail documents, including all aspects of the Wind/Hail Fire Enhancement Team.

- (ii) Mr. Haskins will testify State Farm's conduct in this case fell well below the standard of care expected of a reasonable insurer. State Farm handled Plaintiffs' Claim unreasonably, and its investigation and evaluation of the Claim were inadequate. Mr. Haskins will further testify State Farm's practice of calculating in advance the savings it expected to achieve on claims violates the duty of good faith and fair dealing. State Farm applied the Haag definition of "damage" to Plaintiffs' Claim. The Policy does not contain this definition, and State Farm should not have applied it to a first-party claim. State Farm improperly substituted an outside, narrower standard for the coverage language actually found in the Policy. Mr. Haskins will also testify State Farm's team manager review process is inadequate. State Farm examined only claims recommended for payment, not claims in which the adjuster recommended closing the claim without payment, and this one-sided structure pushed outcomes in a single direction. Mr. Haskins will further testify State Farm's Wind/Hail Fire Enhancement program and Wind/Hail Focus Initiative deviated from industry standards and resulted in the wrongful denial of valid claims, including Plaintiffs' Claim, on a widespread basis. Mr. Haskins will provide expert opinions consistent with his review of the documents produced in this litigation and the depositions he has observed and analyzed, and on related issues of claim-handling standards, including pattern and practice.
- (iii) See subpart (ii) above and Mr. Haskins's CV produced herewith.
- (iv) See Mr. Haskins's CV.

- (v) Mr. Haskins's rate is \$450.00/hour.
- (vi) See Mr. Haskins's testimony history produced herewith.

With respect to Mr. Spyres, Plaintiffs state as follows:

- (i) Mr. Spyres is a roofing expert who will testify regarding the impact of the June 15, 2023 storm on Plaintiffs' House and fence, the damage sustained to Plaintiffs' roof and property and standards in the roofing industry.
- (ii) Mr. Spyres will testify a massive hailstorm produced large hail at Plaintiffs' House on June 15, 2023, with hailstones ranging up to 4.00 inches in diameter according to the Interactive Hail Maps, LLC Hail Impact Report. Mr. Spyres inspected the House on June 24, 2026, with counsel for both parties and State Farm's expert present. In his opinion, the roof system is a standard grade laminated composition shingle properly installed in accordance with industry standards. Mr. Spyres will further testify the roof shows significant damage consistent with large hail impacts on all slopes, including bruising, granule displacement, and mat exposure. Sun exposure will cause the damaged shingles to continue to disintegrate and leak as a natural progression of hail impact damage. The shingle damage is consistent with the hail damage he observed to the roof valleys, soft metals, gutters, downspouts, and window screens. The hail impacts caused the roof to leak, resulting in water damage to the master closet and guest bedroom and water-soaked sheathing, insulation, and framing throughout the attic. His findings agree with those of Plaintiffs' roofing contractor, Bobby Odom, and public adjuster Jose Parga, each of whom concluded the roof required full replacement. State Farm's findings of "small hail" and no hail damage to the shingles are false, inaccurate,

and unsupported by the physical evidence, the weather data, and State Farm's own claim file, in which a claim specialist recommended a re-inspection the team manager declined based solely on a photograph review. In Mr. Spyres's professional opinion, State Farm should have paid for full replacement of the roof following its September 28, 2023 inspection. The amount and severity of the hail damage has rendered the roof unrepairable and requires full replacement of the entire roof to prevent further water intrusion and to preserve the home's value. Mr. Spyres estimates the total replacement cost of the hail damage at \$49,173.57, subject to increases in labor and material pricing. Mr. Spyres will provide expert testimony related to the damage to Plaintiffs' House and the related issues outlined herein, including review of documents and depositions if warranted.

- (iii) Mr. Spyres bases his opinions on his knowledge and experience in the roofing industry and his inspection of Plaintiffs' roof and photographs taken of Plaintiffs' roof.
- (iv) As a roofing professional, Mr. Spyres has thirteen (13) years of experience in the roofing industry, including hands-on repair/replacement work, sales, and owning and running a roofing and construction company in Tulsa, Oklahoma. As owner and operator of I.T. RoofTech & Construction, Mr. Spyres has served residential customers with roofing, siding, gutters, insurance restoration, claims advocacy, and other needs. Further, Mr. Spyres is experienced in storm damage inspections (physical on-site, drones, digital microscopes, AI, NOAA reports), both pre- and post-litigation inspections, and in building and training sales and field teams. He holds a license from the State of Oklahoma as a CIB Registered Contractor, License

#80005919. The company Mr. Spyres owns and operates, I.T. RoofTech & Construction in Tulsa, OK, was started over five (5) years ago and has an A+ BBB rating. Mr. Spyres frequently works with customers on residential properties and their roofing systems, including composition shingles like the roof inspected at the Wests' residence. His qualifications are set forth in the attached CV. Mr. Spyres has no publications in the past ten (10) years.

- (v) Mr. Spyres's rate is \$280/hour for case review, \$325/hour for deposition testimony, and \$375/hour for trial testimony.
- (vi) In the last four (4) years, Mr. Spyres has not given deposition or trial testimony as an expert witness.

Plaintiffs expressly reserve the right to supplement this response and disclosure because discovery remains pending, including several depositions scheduled to take place. Moreover, because Defendant State Farm has produced documents in litigation in a manner violating the Oklahoma Discovery Code's requirement to identify documents with specific requests or produce them as kept in the ordinary course of business, Plaintiffs reserve the right to supplement these opinions based on review of additional documents identified and provided to any expert listed herein.

Respectfully submitted,

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