

September 2, 2009

Via CMRRR 7008 3230 0002 6832 9425

Jerry Deere

BRAZORIA COUNTY DISTRICT CLERK

111 E. Locust, Suite 500

Angleton, Texas 77515-4678

RE: Cause No. _____; *Stephen N. Sutton and Katherine Sutton v. Texas Windstorm Insurance Association, Taylor, Bean & Whitaker Mortgage Corp., The Dillman Agency and Bob Dillman*; In the _____ Judicial District Court of Brazoria County, Texas

Dear Mr. Deere:

Enclosed for filing in the above-referenced matter are an original and five (5) copies of the following:

- (1) **Plaintiffs' Original Petition;**
- (2) **Request For Disclosure to each Defendant.**

Also enclosed is a check totaling **\$294.00**, which represents payment for \$232.00 filing fee, \$30.00 jury fee, \$32.00 for the issuance of four (4) citations.

- (1) Defendant, **Texas Windstorm Insurance Association**, may be served with process by serving its Executive Director: Jim Oliver, 5700 S. Mopac Expressway, Building E, Suite 530, Austin, Texas 78749;
- (2) Defendant, **Taylor, Bean & Whitaker Mortgage Corp.**, may be served with process by serving its Registered Agent, CT Corporation System, 350 N. Saint Paul Street, Dallas, Texas 75201-4240;
- (3) Defendant, **The Dillman Agency**, may be served with process by serving its Registered Agent, William LH Morgan, Jr., 12815 Gulf Freeway, Houston, Texas 77703-9807;
- (4) Defendant, **Bob Dillman**, may be served with process by a process server at his place of residence at 1900 Maxwell Circle, Alvin, Texas 77511.

200 Westcott ★ Houston, Texas 77007

6875 Phelan ★ Beaumont, Texas 77706

1220 Colorado, Ste. 200 ★ Austin, Texas 78701

★ Tel: (713) 861-6616 ★ Toll Free: (800) TXLAWYER ★ Fax: (713) 861-8084

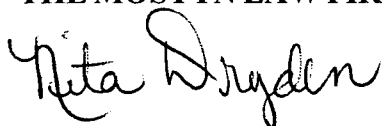
THE MOSTYN LAW FIRM

Please indicate your receipt and filing of this document by affixing your file stamp to the extra copy and returning with the citations in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

THE MOSTYN LAW FIRM

A handwritten signature in black ink that reads "Nita Dryden". The signature is written in a cursive style with a large, looped initial "N".

Nita F. Dryden

Paralegal to Philip M. Kanayan

PMK/nfd

Enclosures

PARTIES

2. Plaintiffs Stephen N. Sutton and Katherine Sutton are individuals who reside in Brazoria County, Texas.
3. Defendant Taylor, Bean & Whitaker Mortgage Corp. is a Florida company registered to conduct business in the State of Texas. This defendant may be served with process by certified mail, return receipt requested, by serving its Registered Agent CT Corporation System, 350 N. Saint Paul St., Dallas, Texas 75201-4240.
4. Defendant The Dillman Agency is an insurance agency originating and conducting business in the state of Texas. This defendant may be served with process by certified mail, return receipt requested, by serving its Registered Agent William L H Morgan, Jr., 12815 Gulf Freeway, Houston, Texas 77703-9807.
5. Defendant Texas Windstorm Insurance Association is a domestic insurance company engaged in the business of insurance in Texas. This defendant has no designated agent in Texas on whom service of citation may be made in this cause. The causes of action asserted arose from or are connected with purposeful acts committed by this defendant. Accordingly, this defendant may be cited by serving by certified mail, return receipt requested, Texas Windstorm Insurance Association, Executive Director: Jim Oliver, 5700 S. Mopac Expressway, Building E, Suite 530, Austin, Texas 78749.
6. Defendant Bob Dillman is a person who resides in the State of Texas and can be personally served by a process server at his residence at 1900 Maxwell Circle, Alvin, Texas 77511.

JURISDICTION

7. The court has jurisdiction over the cause of action because the amount in controversy is within the jurisdictional limits of the court.
8. The court has jurisdiction over Defendant TBW because this defendant engages in the business of selling insurance in the State of Texas, and Plaintiffs' causes of action arise out of this defendant's business activities in the State of Texas.
9. The court has jurisdiction over Defendant the Dillman Agency because this defendant is a domestic insurance company that engages in the business of insurance in the State of Texas and Plaintiffs' causes of action arise out of this defendant's business activities in the State of Texas.
10. The court has jurisdiction over Defendant TWIA because this defendant is a domestic insurance company that engages in the business of insurance in the State of Texas and Plaintiffs' causes of action arise out of this defendant's business activities in the State of Texas.
11. The court has jurisdiction over Defendant Bob Dillman because this defendant is an individual engaged in the business of selling insurance in the state of Texas and the Plaintiffs' causes of action arise out of this defendant's business activities in the State of Texas.

VENUE

12. Venue is proper in Brazoria County, Texas, because the insured property is situated in Brazoria County, Texas. TEX. CIV. PRAC. & REM. CODE. §15.032.

FACTS

13. Plaintiffs are the owners of a Texas Homeowners' Insurance Policy underwritten by the TWIA (hereinafter referred to as "the Policy").
14. Plaintiffs' home is specifically located at 3940 Larkspur St., Alvin, Texas 77511, in Brazoria County, Texas (hereinafter referred to as "the Property").
15. Defendant TWIA, an insurance company in the State of Texas, sold the Policy insuring the Property to Plaintiffs. This Policy was represented to Plaintiffs by Defendant Dillman, an insurance agent and owner at the Agency.
16. Defendant TBW was charged with the responsibility of forwarding Plaintiffs' insurance premiums to maintain their homeowners and windstorm insurance policies on an annual basis out of their escrow account. Defendants the Agency and Dillman were further charged with the responsibility to forward said premiums to TWIA.
17. The premiums at issue for this lawsuit concerned a policy that was due to renew on September 6, 2008 and that would have been in force from that date until September 6, 2009.
18. On or about July 31, 2008, Plaintiffs received, for the first time ever, a copy of an invoice from the Agency to TBW requesting premium payments for Plaintiffs' homeowners and windstorm insurance policies, and TBW was given a deadline of August 22, 2008 to remit that payment to the Agency.
19. On or about August 14, 2008, Plaintiffs contacted TBW to determine whether the premium payments had been paid, and were told by a representative of TBW that they would be sent that very day.

20. On or about August 30, 2008, Plaintiffs learned that the Agency still had not received payment from TBW. A representative of the Agency contacted TBW that day and was told that payment would go out no later than the next Thursday (September 4, 2008).
21. On or about September 12, 2008, in the late evening going into the early morning hours of September 13, 2008, Hurricane Ike struck Brazoria County, Texas, causing severe damage to homes, churches, and businesses throughout the gulf-coast region of Texas, including Plaintiffs' property. Plaintiffs' property sustained substantial damages to the roof, ceilings, and internal walls. Shortly after the storm, Plaintiffs filed an insurance claim with TWIA for the damages to their Property caused by Hurricane Ike, and discovered that they had no coverage during the time that Ike struck.
22. Plaintiffs learned after they attempted to file a claim that TBW never forwarded the insurance premium to the Agency and, therefore, the Agency did not forward a premium to TWIA. Thus, their windstorm policy was cancelled.
23. Plaintiffs submitted a claim to TWIA against the Policy for roof damage, water damage, and wind damage to the Property sustained as a result of Hurricane Ike.
24. Plaintiffs asked that TWIA cover the cost of repairs to the Property pursuant to the Policy. However, TWIA denied coverage related to Hurricane Ike and did not make any payments to Plaintiffs.
25. When Dillman sold the Policy to Plaintiffs through the Agency, it was represented to Plaintiffs that their Policy would provide windstorm coverage. Plaintiffs had no reason to believe there would be any lapse in their coverage due to TBW's promise to deliver their

renewal premium in a timely fashion, and they believed they were covered when they filed their claim against the Policy after Hurricane Ike.

26. Plaintiffs' claim for repairs of the Property was denied on the basis that the Policy was not in force on September 12 and 13, 2008, when Hurricane Ike hit. As such, Plaintiffs have not been paid in full for their damages.
27. Defendants TBW, the Agency, Dillman, and TWIA committed errors that led to Plaintiffs' being uninsured during the time Hurricane Ike struck. Defendants TBW's, the Agency's, Dillman's, and TWIA's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE. §541.060(a)(1).
28. Defendants TBW, the Agency, Dillman, and TWIA knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.
29. As a result of Defendants TBW's, the Agency's, Dillman's, and TWIA's wrongful acts and omissions, Plaintiffs were forced to retain the professional services of the attorney and law firm who is representing them with respect to these causes of action.

CAUSES OF ACTION:

CAUSES OF ACTION AGAINST THE AGENCY, TWIA, AND DILLMAN

**NONCOMPLIANCE WITH TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

30. Defendants the Agency's, TWIA's, and Dillman's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE. §541.060(a). All violations under this article are made actionable by TEX. INS. CODE. §541.151.

31. Defendant Dillman is individually liable for his unfair and deceptive acts irrespective of the fact that he was acting on behalf of the Agency and/or TWIA , because he is a “person” as defined by TEX. INS. CODE. §541.002(2). The term “person” is defined as “any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor.” TEX. INS. CODE. §541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against them under the Texas Insurance Code and subjecting them to individual liability).
32. Defendants the Agency’s, TWIA’s, and Dillman’s unfair settlement practice, as described above, of misrepresenting to Plaintiffs material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE. §541.060(1).

CAUSES OF ACTION AGAINST TBW, THE AGENCY, DILLMAN, AND TWIA

FRAUD AGAINST ALL DEFENDANT PARTIES

33. Defendants TBW, the Agency, TWIA, and Dillman are liable to Plaintiffs for common law fraud.
34. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiffs would not have acted and which Defendants TBW, the Agency, TWIA, and Dillman knew were false or made recklessly without any knowledge of their truth as a positive assertion.

35. The statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, thereby causing Plaintiffs to suffer injury and constituting common law fraud.

CONSPIRACY TO COMMIT FRAUD AGAINST ALL DEFENDANT PARTIES

36. Defendants TBW, the Agency, TWIA, and Dillman are liable to Plaintiffs for conspiracy to commit fraud. Defendants TBW, the Agency, TWIA, and Dillman were a member of a combination of two or more persons whose object was to accomplish an unlawful purpose or a lawful purpose by unlawful means. In reaching a meeting of the minds regarding the course of action to be taken against Plaintiffs, Defendants TBW, the Agency, TWIA, and Dillman committed an unlawful, overt act to further the object or course of action. Plaintiffs suffered injury as a proximate result.

CAUSES OF ACTION AGAINST TBW

33. Defendant TBW is liable to Plaintiffs for intentional breach of the mortgage contract that TBW and Plaintiffs were operating under.

BREACH OF CONTRACT

73. Defendant TBW's conduct constitutes a breach of the mortgage contract made between TBW and Plaintiffs.
74. Defendant TBW's failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constitutes a breach of TBW's mortgage contract with Plaintiffs.

COMMON LAW FRAUD AND FRAUDULENT MISREPRESENTATION

75. Defendant TBW is liable to Plaintiffs for common law fraud and fraudulent misrepresentation.

76. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiffs would not have acted and which TBW knew were false or made recklessly without any knowledge of their truth as a positive assertion.

77. The statements were made with the intention that they should be acted upon by Plaintiffs, who in turn acted in reliance upon the statements, there causing Plaintiffs to suffer injury and constituting common law fraud.

UNJUST ENRICHMENT

78. Plaintiffs will show that they made their mortgage payments with the understanding that a portion of such payments would remain in escrow for the purpose of paying the relevant insurance premiums when they were due. Defendant TBW failed to use those funds in a timely manner to renew Plaintiffs' relevant insurance policies, despite promises to the contrary, and that TBW's failure to use the proceeds to repair the insured property caused Plaintiffs' damages.

79. Plaintiffs will show that the Defendants were unjustly enriched by the amount of the cost of the insurance coverage and corresponding premiums and Plaintiffs are entitled to recovery.

NEGLIGENT MISREPRESENTATION

80. TBW's conduct constitutes a tort for negligent misrepresentation in the State of Texas. Defendant made representations to Plaintiffs, as described above, in the course of their businesses and/or in transactions in which they had an interest.

81. In making these representations, TBW supplied false information for the guidance of Plaintiffs. Defendants did not exercise reasonable care or competence in obtaining or communicating the information, on which Plaintiffs justifiably relied. TBW's negligent misrepresentations proximately caused Plaintiffs' injury.

KNOWLEDGE

37. Each of the acts described above, together and singularly, was done “knowingly” as that term is used in the Texas Insurance Code and were a producing cause of Plaintiffs’ damages described herein.

DAMAGES

38. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiffs.
39. As previously mentioned, the damages caused by Hurricane Ike rendered Plaintiffs’ Property substantially damaged. These damages have not been properly addressed or repaired in the months since the storm, causing further damages to the Property and causing undue hardship and burden to Plaintiffs. These damages are a direct result of Defendants TBW’s, the Agency’s, TWIA’s, and Dillman’s mishandling of Plaintiffs’ claim in violation of the laws set forth above.
40. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs and attorney's fees. For knowing conduct of the acts complained of, Plaintiffs ask for three times their actual damages. Tex. Ins. Code §541.152.
41. For fraud, Plaintiffs are entitled to recover actual damages and exemplary damages for knowing fraudulent and malicious representations, along with attorney’s fees, interest and court costs.
42. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage

the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

JURY DEMAND

43. Plaintiffs requested that all causes of actions alleged herein be tried before a jury consisting of citizens residing in Brazoria County, Texas. Plaintiffs tendered the appropriate jury fee.

WRITTEN DISCOVERY

REQUESTS FOR DISCLOSURE

44. *Plaintiffs' Request for Disclosure to Defendant Taylor, Bean & Whitaker Mortgage Company* is attached as "Exhibit A," *Plaintiffs' Request for Disclosure to Defendant the Dillman Agency* is attached as "Exhibit A-1," and *Plaintiffs' Request for Disclosure to Defendant Texas Windstorm Insurance Association* is attached as "Exhibit A-2," and *Plaintiffs' Request for Disclosure to Defendant Bob Dillman* is attached as "Exhibit A-3."

REQUESTS FOR PRODUCTION

45. *Plaintiffs' Request for Production to Defendant Taylor, Bean & Whitaker Mortgage Company* is attached as "Exhibit B," *Plaintiffs' Request for Production to Defendant the Dillman Agency* is attached as "Exhibit B-1," and *Plaintiffs' Request for Production to Defendant Texas Windstorm Insurance Association* is attached as "Exhibit B-2," and *Plaintiffs' Request for Production to Defendant Bob Dillman* is attached as "Exhibit B-3."

INTERROGATORIES

46. *Plaintiffs' Interrogatories to Defendant Taylor, Bean & Whitaker Mortgage Company* is attached as "Exhibit C," *Plaintiffs' Interrogatories to Defendant the Dillman Agency* is attached as "Exhibit C-1," and *Plaintiffs' Interrogatories to Defendant Texas Windstorm Insurance Association* is attached as "Exhibit C-2," and *Plaintiffs' Interrogatories to Defendant Bob Dillman* is attached as "Exhibit C-3."


PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs prays that upon trial hereof, said Plaintiffs have and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, both as to actual damages, treble damages under the Texas Insurance Code and all punitive and exemplary damages as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court in their behalf expended, for prejudgment and postjudgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which they may show themselves to be justly entitled.

Respectfully submitted,

THE MOSTYN LAW FIRM

BY:



J. Steve Mostyn
Texas State Bar No. 00798389
Philip M Kanayan
Texas State Bar No. 24026897
3810 West Alabama Street
Houston, Texas 77027
Telephone: (713) 861-6616
Facsimile: (713) 861-8084

ATTORNEYS FOR PLAINTIFFS
STEPHEN N. SUTTON and KATHERINE SUTTON

"EXHIBIT 1"

NOTICE LETTER

September 1, 2009

Via Hand Delivery with Petition

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP.**

Registered Agent CT Corporation System
350 N. Saint Paul St.
Dallas, Texas 75201-4240

THE DILLMAN AGENCY

Registered Agent William L H Morgan, Jr.
12815 Gulf Freeway
Houston, Texas 77703-9807

TEXAS WINDSTORM INSURANCE ASSOCIATION

Executive Director, Jim Oliver
5700 S. Mopac Expressway, Building E, Suite
530
Austin, Texas 78749

BOB DILLMAN

1900 Maxwell Circle
Alvin, Texas 77511

Re:

Claimant/Insured: Stephen N. Sutton and Katherine Sutton
Policy No.: 56671901
Claim No.: N/A

Gentlemen:

Our firm represents Stephen N. Sutton and Katherine Sutton in connection with their claim for damages to their home located at 3940 Larkspur St., Alvin, Texas 77511. As you are well aware, Stephen N. Sutton and Katherine Sutton made a claim against their insurance policy on their Hurricane Ike-related damages. Texas Windstorm Insurance Association issued the policy to Stephen N. Sutton and Katherine Sutton. The Dillman Agency and its agent, Bob Dillman, were responsible for forwarding Plaintiffs' premium to the Texas Windstorm Insurance Agency. Taylor, Bean, and Whitaker Mortgage Corp. was responsible for forwarding funds to pay the premium to the Dillman Agency and/or Bob Dillman. To this date, Stephen N. Sutton and Katherine Sutton have yet to receive full payment under the insurance policy.

Undoubtedly, you are aware of your liability to my clients under Texas law for your errors and omissions which led to the cancellation of Plaintiffs' windstorm insurance policy.

In addition, undoubtedly the Defendants are aware of their liability to my clients under the Texas Insurance Code, which specifically covers unfair settlement claims. Specifically, you are liable to Stephen N. Sutton and Katherine Sutton jointly and individually for the following violations of the Texas Insurance Code § 541.060:

September 1, 2009

Page 2

- (1) Misrepresenting and/or failing to discuss with Stephen N. Sutton and Katherine Sutton, pertinent facts or policy provisions relating to coverage as an issue;
- (2) Failing to acknowledge, with reasonable promptness, pertinent communications with respect to the claim arising under its policy;
- (3) Not attempting in good faith to effectuate prompt, fair and equitable settlement of the claim submitted in which liability has become reasonably clear;
- (4) Failing to provide promptly to a policyholder a reasonable explanation of the basis in the insurance policy, in relation to the facts or applicable law for denial of the claim or for the offer of a compromise settlement;
- (5) Failing to affirm or deny coverage of claim to a policyholder within a reasonable time after proof of loss statements have been completed; and

Furthermore, the delay in payment to Stephen N. Sutton and Katherine Sutton is also in violation of Texas Insurance Code § 542.055, *et seq.*, thus triggering liability on your part to pay the amount of the claim, plus damages consisting of eighteen percent (18%) per annum of the amount of the claim, along with prejudgment interest and reasonable attorney's fees.

You, the DILLMAN AGENCY, TEXAS WIND INSURANCE ASSOCIATION, AND BOB DILLMAN are further notified that in accordance with *Liberty Mutual Ins. Co. v. Garrison Contractors, Inc.*, 966 S.W.2d 482 (Tex. 1998), you have individual liability separate from that of your employer for violations of the Texas Insurance Code. Therefore, Stephen N. Sutton and Katherine Sutton will be seeking damages and compensation from you personally as well.

Accordingly, on behalf of Stephen N. Sutton and Katherine Sutton, demand is hereby made that within sixty (60) days from your receipt of this correspondence, the following amounts be paid:

1. \$779,188.00 in economic damages;
2. \$ 50,000.00 in mental anguish damages; and
3. \$552,792.00 for expenses, including attorney's fees, which you should note will increase as we prepare this case for trial.

This demand is made in the spirit of compromise. According to our analysis, this demand represents a tremendous savings to you given your potential exposure under the Texas Insurance Code. Thus, we hope this demand is viewed as a good faith and conservative effort on our part to

September 1, 2009

Page 3

expeditiously resolve this potential litigation on amicable terms.

If my clients' claim is not paid within sixty (60) days from the receipt of this correspondence, we would expect to recover their actual damages, along with damages for mental anguish, prejudgment interest, attorney's fees and breach of the duty of good faith and fair dealing you owe Stephen N. Sutton and Katherine Sutton. In addition, please be aware that recovery in the form of treble damages and additional penalties will also be sought.

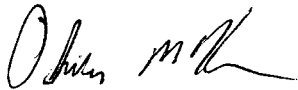
This correspondence will also serve as notification that, pursuant to the Texas Civil Practice & Remedies Code § 38.001, *et seq.*, you may be required to pay reasonable attorney's fees due to your failure to perform as per the terms of the insurance contract entered into with Stephen N. Sutton and Katherine Sutton. Such payment is a result of Stephen N. Sutton's and Katherine Sutton's retainment of our legal services to pursue their remedy for damages and would be paid in addition to the amount of a valid claim for contractual benefits and costs.

As Stephen N. Sutton and Katherine Sutton are anxious to have this matter resolved promptly, we trust you will immediately respond, in writing, to this formal demand letter. From this point forward, we are the only contact for you or your attorney regarding this matter. Please forward a copy of this letter to your insurance representative for his or her review.

If you have any questions regarding this matter or need additional information, please feel free to contact this office. However, please do not contact Stephen N. Sutton and Katherine Sutton, either orally or in writing, without prior express written permission. Thank you for your attention to this matter.

Sincerely,

THE MOSTYN LAW FIRM



J. Steve Mostyn

JSM/ja

“Exhibit A”

CAUSE NO. _____

STEPHEN N. SUTTON and
KATHERINE SUTTON,
Plaintiffs,

v.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., THE
DILLMAN AGENCY, TEXAS
WINDSTORM INSURANCE
ASSOCIATION, and BOB
DILLMAN,
Defendants.

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IN THE DISTRICT COURT OF

BRAZORIA COUNTY, TEXAS

____ JUDICIAL DISTRICT

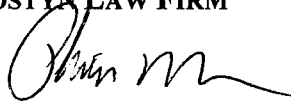
**PLAINTIFFS’ REQUEST FOR DISCLOSURE TO DEFENDANT
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**

TO: DEFENDANT TAYLOR, BEAN & WHITAKER MORTGAGE CORP., by and through its Registered Agent CT Corporation System, 350 N. Saint Paul St., Dallas, Texas 75201-4240.

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that the above-named Defendant, Taylor, Bean & Whitaker Mortgage Corp. (hereinafter referred to as “Defendant”), disclose, within fifty-one (51) days after the date of service of this request, the information or material described in Rule 194.2.

Respectfully submitted,

THE MOSTYN LAW FIRM



BY: _____

J. Steve Mostyn
Texas State Bar No. 00798389
Philip M Kanayan
Texas State Bar No. 24026897
3810 West Alabama Street
Houston, Texas 77027
Telephone: (713) 861-6616
Facsimile: (713) 861-8084

ATTORNEYS FOR PLAINTIFFS
STEPHEN N. SUTTON and KATHERINE SUTTON

“Exhibit A-1”

CAUSE NO. _____

STEPHEN N. SUTTON and
KATHERINE SUTTON,
Plaintiffs,

v.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., THE
DILLMAN AGENCY, TEXAS
WINDSTORM INSURANCE
ASSOCIATION, and BOB
DILLMAN,
Defendants.

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IN THE DISTRICT COURT OF

BRAZORIA COUNTY, TEXAS

____ JUDICIAL DISTRICT

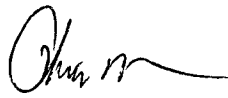
PLAINTIFFS’ REQUEST FOR DISCLOSURE TO DEFENDANT
THE DILLMAN AGENCY

TO: DEFENDANT THE DILLMAN AGENCY, by and through its Registered Agent William L H Morgan, Jr., 12815 Gulf Freeway, Houston, Texas 77703-9807.

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that the above-named Defendant, The Dillman Agency (hereinafter referred to as “Defendant”), disclose, within fifty-one (51) days after the date of service of this request, the information or material described in Rule 194.2.

Respectfully submitted,

THE MOSTYN LAW FIRM

BY: 

J. Steve Mostyn
Texas State Bar No. 00798389
Philip M Kanayan
Texas State Bar No. 24026897
3810 West Alabama Street
Houston, Texas 77027
Telephone: (713) 861-6616
Facsimile: (713) 861-8084

ATTORNEYS FOR PLAINTIFFS
STEPHEN N. SUTTON and KATHERINE SUTTON

“Exhibit A-2”

CAUSE NO. _____

STEPHEN N. SUTTON and
KATHERINE SUTTON,
Plaintiffs,

v.

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., THE
DILLMAN AGENCY, TEXAS
WINDSTORM INSURANCE
ASSOCIATION, and BOB
DILLMAN,
Defendants.

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IN THE DISTRICT COURT OF

BRAZORIA COUNTY, TEXAS

____ JUDICIAL DISTRICT

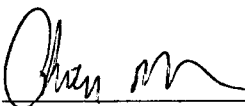
**PLAINTIFFS’ REQUEST FOR DISCLOSURE TO DEFENDANT
TEXAS WINDSTORM INSURANCE ASSOCIATION**

TO: DEFENDANT TEXAS WINDSTORM INSURANCE ASSOCIATION, by and through its Executive Director: Jim Oliver, 5700 S. Mopac Expressway, Building E, Suite 530, Austin, Texas 78749.

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that the above-named Defendant, Texas Windstorm Insurance Association (hereinafter referred to as “Defendant”), disclose, within fifty-one (51) days after the date of service of this request, the information or material described in Rule 194.2.

Respectfully submitted,

THE MOSTYN LAW FIRM

BY: 

J. Steve Mostyn
Texas State Bar No. 00798389
Philip M Kanayan
Texas State Bar No. 24026897
3810 West Alabama Street
Houston, Texas 77027
Telephone: (713) 861-6616
Facsimile: (713) 861-8084

ATTORNEYS FOR PLAINTIFFS
STEPHEN N. SUTTON and KATHERINE SUTTON

“Exhibit A-3”

CAUSE NO. _____

STEPHEN N. SUTTON and
KATHERINE SUTTON,
Plaintiffs,

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IN THE DISTRICT COURT OF

v.

BRAZORIA COUNTY, TEXAS

TAYLOR, BEAN & WHITAKER
MORTGAGE CORP., THE
DILLMAN AGENCY, TEXAS
WINDSTORM INSURANCE
ASSOCIATION, and BOB
DILLMAN,
Defendants.

____ JUDICIAL DISTRICT

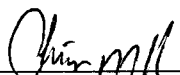
PLAINTIFFS’ REQUEST FOR DISCLOSURE TO DEFENDANT
BOB DILLMAN

TO: DEFENDANT BOB DILLMAN, 1900 Maxwell Circle, Alvin, Texas 77511.

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiffs request that the above-named Defendant, Bob Dillman (hereinafter referred to as “Defendant”), disclose, within fifty-one (51) days after the date of service of this request, the information or material described in Rule 194.2.

Respectfully submitted,

THE MOSTYN LAW FIRM

BY: 

J. Steve Mostyn
Texas State Bar No. 00798389
Philip M Kanayan
Texas State Bar No. 24026897
3810 West Alabama Street
Houston, Texas 77027
Telephone: (713) 861-6616
Facsimile: (713) 861-8084

ATTORNEYS FOR PLAINTIFFS
STEPHEN N. SUTTON and KATHERINE SUTTON