IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
January 7, 2026 4:46 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

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

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S MOTION FOR PROTECTIVE ORDER AND TO QUASH AND/OR STAY DEPOSITION NOTICE OF NICOLE MANDUCA AND BRIEF IN SUPPORT

Defendant State Farm Fire and Casualty Company ("State Farm"), pursuant to 12 O.S. §§ 3226(B)(2)(c), 3226(C), and 3226.1, respectfully moves for a protective order and to quash Plaintiffs' December 22, 2025 Notice to Take Oral & Video Deposition of Nicole Manduca, a Claims Manager in State Farm's Property & Casualty department, who had no involvement in the handling of Plaintiffs' insurance claim or supervision of anyone involved (the "Manduca Notice") (attached as **Exhibit 1**).[1] In issuing the Manduca Notice, Plaintiffs have failed to identify any claim-specific documents or testimony—or articulate any basis at all—that would justify their demand to depose Ms. Manduca. Plaintiffs have not even sought to depose the individuals ***who were actually involved in*** handling their insurance claim from which the Court and parties can evaluate whether the deposition of a senior State Farm employee uninvolved in this claim may be

[1] Plaintiffs issued Ms. Manduca's deposition notice just days before the Christmas holiday on December 22, failing to provide the minimum 18 days of notice generally agreed upon with undersigned counsel, and ensuring that much of the notice period they *did* provide ran over the holidays. A Scheduling Order was just entered and there are no deadlines necessitating this haste. Notably this was only one of many similar notices and motions across several cases served during the holidays.

warranted. Thus, while State Farm disputes Ms. Manduca has any unique, relevant, or proportional information, taking her deposition is at the very least premature until and unless Plaintiffs can "describe with a reasonable degree of specificity, the information they hope to obtain and its importance to their case." *Schultz v. Sentinel Ins. Co., Ltd.*, No. 4:15-CV-04160-LLP, 2016 WL 3149686, at *3 (D.S.D. June 3, 2016) (citing *Cervantes v. Time, Inc.*, 464 F.2d 986, 994 (8th Cir. 1972)). They have not done so.

Absent any such articulation, Plaintiffs' demand to depose Ms. Manduca is based on speculation that she *may* possess some useful information. But "[m]ere speculation that information might be useful will not suffice." *Id.*

BACKGROUND

1. This case arises from an insurance claim for damage Plaintiffs allege was sustained to their residence as the result of a storm on June 15, 2023. *See* Petition, ¶ 40(a).

2. State Farm promptly and accurately investigated Plaintiffs' insurance claim and applied the terms, conditions, and exclusions of Plaintiffs' full replacement cost insurance policy (the "Policy"). State Farm found some minor hail damage to the more vulnerable components of the exterior of the house including gutters, downspouts, window screens and the stain on the fence. There was also some minor interior damage. However, there was no damage to the shingles. Plaintiffs were paid about $2,000 after the deductible. *See generally*, Pet. ¶ 40.

3. Plaintiffs thereafter filed this lawsuit against State Farm and the Nancy Holcomb Insurance Agency, Inc. ("Holcomb Agency"). Plaintiffs sued for breach of contract and the duty of good faith and fair dealing, negligent procurement of insurance, and constructive fraud and misrepresentation. *See* Pet. ¶¶ 45–79. Plaintiffs allege that State Farm "breached its contractual obligations under the terms and conditions of the Policy by failing to pay Plaintiffs all benefits owed under the terms and conditions of the Policy and for wrongfully underpaying and denying

portions of the Claim" pursuant to an alleged scheme to underpay claims. *Id.* ¶¶ 50-51.

4. With respect to the Holcomb Agency, the Petition identifies a laundry list of duties allegedly breached, as well as alleged misrepresentations and omissions, including allegations that the Agent procured illusory coverage and "mispresented the procurement of the comprehensive coverage Plaintiffs requested." *Id.* ¶¶ 60-66, 73(d).

5. State Farm and the Holcomb Agency deny the allegations asserted against them.

6. To date, Plaintiffs have propounded on State Farm 59 requests for production of documents—seeking hundreds of thousands of pages of documents from State Farm—as well as 34 interrogatories (in excess of the limit of 30) and 30 requests for admission.

7. State Farm has also produced 964 pages of documents relating to Plaintiffs' claim, including Plaintiffs' insurance policy, and the claim and underwriting files. Significantly, Plaintiffs have not yet taken (or even attempted to schedule) the depositions of those individuals who actually evaluated Plaintiffs' insurance claim, during which they could ask questions about the specific facts, events, and circumstances surrounding the claim handling decisions they are challenging.

8. As relevant here, Ms. Manduca is a Claims Manager in Property & Casualty for State Farm—several levels above the Claims Specialist whom Plaintiffs allege handled their insurance claim—and she was not involved in the investigation, evaluation, or decisions regarding Plaintiffs' insurance claim. Indeed, as part of her role and responsibilities, Ms. Manduca does not evaluate individual insurance claims or have responsibility for substantively managing the adjustment of individual homeowners' claims in Oklahoma.

9. Nonetheless, instead of taking the logical (and only defensible) step of exploring the knowledge of individuals close to the events underlying their insurance claim, Plaintiffs have noticed

the deposition of Ms. Manduca.

ARGUMENTS AND AUTHORITY

I. THE MANDUCA NOTICE SHOULD BE QUASHED BECAUSE THE TOPICS ARE IRRELEVANT AND DISPROPORTIONATE TO THE NEEDS OF THE CASE.

The Oklahoma Supreme Court has made clear that relevance—the threshold requirement for obtaining discovery—"should be firmly applied." *Quinn v. City of Tulsa*, 1989 OK 112, ¶ 63, 777 P.2d 1331, 1342 (quoting *Herbert v. Lando*, 441 U.S. 153 (1979)); *see also Nitzel v. Jackson*, 1994 OK 49, ¶ 2 n.*, 879 P.2d 1222, 1223 n* ("Discovery is not without limitation. It must lead or tend to lead to relevant evidence."). Information is "relevant" if it has a "tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." 12 O.S. § 2401. Relevance is not simply assumed: "[w]hen the request is overly broad, or relevance is not clear, the party seeking the discovery has the burden to show the relevance of the request." *Stainsby v. Okla. ex rel. Okla. Health Care Auth.*, No. CIV-21-1073-D, 2022 WL 1748263, at *1 (W.D. Okla. May 31, 2022).[2] Nor does a "plaintiff's broad theory of the case . . . necessarily justify broad discovery," and courts should thus endeavor to "thwart fishing expeditions." *Willis v. Johnson*, No. CIV-18-323-D, 2021 WL 8446071, at *2 (W.D. Okla. May 20, 2021); *see also Ross v. Univ. of Tulsa*, No. 14-CV-484-TCK-PJC, 2015 WL 13622518, at *1 (N.D. Okla. Apr. 24, 2015). Moreover, as the Oklahoma Court of Civil Appeals has recognized, insurance cases should be handled according to their

---

[2] Because "[t]he Oklahoma Discovery Code mirrors the Federal rules," *Meritor, Inc. v. State ex rel. Bd. of Regents of Univ. of Okla.*, 2019 OK CIV APP 64, ¶ 20 n.15, 451 P.3d 914, 922 n.15, Oklahoma courts often look to "discovery procedures in the federal rules when construing similar language in the Oklahoma Discovery Code," *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 2, 174 P.3d 996, 999.

circumstances. *See City Nat'l Bank & Tr. Co. v. Jackson Nat'l Life Ins.*, 1990 OK CIV APP 89, ¶ 18, 804 P.2d 463, 469 ("[B]efore . . . bad faith may be submitted to the jury, the Trial Court must first determine, under the facts of the particular case . . . whether [the] insurer's conduct may be reasonably perceived as tortious.").

Proportionality is as critical as relevance to discoverability. The Oklahoma Discovery Code, like the Federal Rules of Civil Procedure from which it is derived, requires that discovery must be "proportional to the needs of the case." 12 O.S. § 3226(B)(1)(a); Fed. R. Civ. P. 26(b)(1). In fact, "the proper scope of discovery is that which is both relevant to the claims or defenses and proportional to the needs of the case, considering the various factors." *Dodd v. Indian Health Care Res. Ctr. of Tulsa, Inc.*, No. 24-CV-00327-SH, 2024 WL 4648150, at *2 (N.D. Okla. Nov. 1, 2024).[3] The Oklahoma Supreme Court recently made clear that a trial court ***must*** specifically consider the proportionality of discovery requests as set forth in § 3226(B)(2)(c) before it may compel the production of documents. *See* Order, *Werner Enters., Inc. v. Kirkland*, No. 122, 385 (Okla. Sept. 24, 2024).

The Oklahoma Supreme Court has cautioned that "pretrial discovery by depositions and interrogatories has a significant potential for abuse." *YWCA of Okla. City v. Melson*, 1997 OK 81, ¶ 24 n.41, 944 P.2d 304, 311 n.41. Accordingly, the Discovery Code requires a court to "limit the frequency or extent of discovery otherwise allowed if it determines" that "the proposed discovery is outside the scope permitted by [§ 3226(B)(1)(a) regarding relevance and proportionality]." 12 O.S. § 3226(B)(2)(c). As such, this Court may issue, "for good cause shown . . . any order which

[3] These factors include: (1) the importance of the issues at stake in the action; (2) the amount in controversy; (3) the parties' relative access to relevant information; (4) the parties' resources; (5) the importance of the discovery in resolving the issues; and (6) whether the burden or expense of the proposed discovery outweighs its likely benefit. *See* 12 O.S. § 3226(B)(1)(a).

justice requires to protect a party or person" from "oppression or undue delay, burden or expense," including "that the discovery not be had" or "that the discovery may be had only on specified terms and conditions." 12 O.S. § 3226(C)(1). Here, as set forth below, the Court should quash the Manduca Notice because it seeks irrelevant information that is designed to harass and impose unreasonable burdens and expense on State Farm, and it is disproportionate to the needs of the case.

A. Plaintiffs Have Not Demonstrated the Relevance of the Testimony They Seek.

Plaintiffs have not established that the deposition testimony of Ms. Manduca would be relevant to their claims. Nor can they. The Petition makes clear that Plaintiffs are complaining about Defendants' purported conduct in connection with Plaintiffs' Policy and insurance claim—i.e., the terms and application of the Policy and what Defendants said (or did not say) to Plaintiffs.[4] But Ms. Manduca did not assist Plaintiffs in procuring the Policy[5] or have any involvement in the investigation, evaluation, or decisions made by State Farm on Plaintiffs' insurance claim. And Plaintiffs have not demonstrated that Ms. Manduca has information regarding any of the claims asserted in their Petition. Indeed, as a Claims Manager, Ms. Manduca does not have responsibility for substantively managing the adjustment of individual insurance claims. She has a different role

---

[4] *See, e.g.*, *Thurston v. State Farm Mut. Auto. Ins. Co.*, 2020 OK 105, ¶ 22, 478 P.3d 415, 421 (refusing to waive insured's duty to read his insurance policy and rejecting insured's argument to instead apply his "reasonable expectations" of what the policy covered); *Estrada v. Kriz*, 2015 OK CIV APP 19, ¶ 15, 345 P.3d 403, 408 (stating that "an averment of fraud only exists where there is some 'false suggestion or suppression of the truth' . . .").

[5] Although Plaintiffs bring a negligent procurement claim against the Holcomb Agency, the crux of Plaintiffs' claims do not relate to the underwriting, sale, marketing, or binding of the Policy. Rather, the Petition makes clear it is not the Policy or any of its terms about which Plaintiffs complain; instead, Plaintiffs complain of State Farm's claim decision.

and is several levels above those who actually handled Plaintiffs' insurance claim—i.e., those persons who ***could*** testify as to the investigation that led to State Farm's claim determination

Plaintiffs' attempt to depose an individual with no involvement in their insurance claim suggests Plaintiffs are trying to advance their fictional theories regarding a purported enterprise-wide "scheme" to deny policyholders' insurance claims. Pet. ¶ 51. But such far-reaching allegations—which Plaintiffs' counsel has copied in identical fashion in numerous cases—do not justify deposing Ms. Manduca absent a logical, coherent showing that a purported scheme had an impact on Plaintiffs' insurance claim, and that Ms. Manduca herself has specific knowledge of that impact on the single at-issue insurance claim. *Johnson*, 2021 WL 8446071, at *2 (stating that a "plaintiff's broad theory of the case does not necessarily justify broad discovery"). Plaintiffs cannot establish that the testimony they seek from Ms. Manduca is relevant to this dispute, and the Court should quash the Manduca Notice for this reason alone—at minimum, until Plaintiffs have deposed those persons with actual involvement in the handling of Plaintiffs' insurance claim and Plaintiffs show any ability to tie their insurance claim result to their broader scheme allegations.

To the extent Plaintiffs seek to depose Ms. Manduca based on her involvement with the Wind/Hail Fire Model Enhancement ("FME")—an effort State Farm first undertook in 2020 to improve consistency in handling wind/hail claims through training and documentation, and which addressed both overpayment and underpayment of insurance claims—they have failed to articulate a connection between the FME and the claim decision they challenge in this lawsuit. The claims here involve a dispute as to whether and to what extent a part of Plaintiffs' house was damaged, and Plaintiffs have not explained how any testimony regarding the FME that Ms. Manduca could provide is probative of the reasonableness of State Farm's claim handling and decision under the facts of this case, or whether Plaintiffs' property, and which parts, were in fact damaged by wind and/or hail. Thus, while State Farm disputes Ms. Manduca has any unique, relevant, or proportional information, taking her deposition is at the very least premature until and unless Plaintiffs can demonstrate that the FME is relevant to their claims.

B. The Deposition of Ms. Manduca Is Not Proportional to the Needs of the Case.

Even assuming Plaintiffs could satisfy their burden of showing relevance, the Court should quash the Manduca Notice because Ms. Manduca's testimony is disproportionate to the needs of the case. *See* 12 O.S. §§ 3226(B)(l)(a), 3226(B)(2)(c)(3).[6] This is a single homeowner's case involving a dispute over damages to a *single* Oklahoma property, yet Plaintiffs are demanding that Ms. Manduca prepare for and appear for deposition despite ***never touching*** the insurance claim at issue. And as noted above, Plaintiffs have not deposed anyone with personal knowledge of the facts that they need to prosecute their claims. The Manduca Notice is an improper fishing expedition that this Court should quash.

Evans v. Allstate Insurance Co. is instructive. In *Evans*, the plaintiffs sued Allstate, alleging it improperly denied their fire loss claim, and sought to depose three of its officers. *See* 216 F.R.D. 515, 516 (N.D. Okla. 2003). Allstate contended that the corporate officers whom the plaintiffs sought to depose had no unique personal knowledge of the matters at issue and that the requests were burdensome, irrelevant, and propounded solely for the purpose of harassment and abuse. *Id.* at 518. Allstate also stated that the plaintiffs had taken the depositions of all adjusters and supervisors

---

[6] *See also Murphy v. Deloitte & Touche Group Ins. Plan*, 619 F.3d 1151, 1163 (10th Cir. 2010) ("Rule 26(b), although broad, has never been a license to engage in an unwieldy, burdensome, and speculative fishing expedition."); *Chrisman v. Bd. of Cnty. Commissioners of Oklahoma Cnty.*, No. CIV-17-1309-D, 2020 WL 7033965, at *3 (W.D. Okla. Nov. 30, 2020) ("While the scope of discovery is broad, it is not unlimited and is further defined by proportionality considerations. A plaintiff's broad theory of the case does not necessarily justify broad discovery. Further, courts should thwart fishing expeditions.") (internal cites omitted).

involved in the handling of the plaintiffs' insurance claim. *Id.* In response, the plaintiffs argued the depositions were necessary to prove their theory that a pervasive practice of inadequate supervision over Allstate claims adjusters existed within the corporation. *Id.* Considering both parties' positions, the court found that even if the plaintiffs had a right to explore those themes, Allstate had already provided adequate information, or that the information could be obtained from other sources without the depositions of the officers sought. *Id.* Accordingly, the Northern District granted Allstate's motion for a protective order prohibiting the depositions of the officers. *Id.*

Like the officers in *Evans*, Ms. Manduca has no unique personal knowledge of the facts and circumstances surrounding Plaintiffs' insurance claim. Indeed, Ms. Manduca does not even manage those who ***were*** substantively involved in the investigation and determination of Plaintiffs' insurance claim. To the extent Plaintiffs seek discovery regarding their allegations that the adjusters were influenced by some nefarious "scheme," they should first test those theories via the individuals with knowledge of how Plaintiffs' insurance claim was handled. Stated differently, this case presents an even easier factual scenario for the Court than *Evans* presented because, here, Plaintiffs have not deposed adjusters or supervisors with direct, substantive involvement in reaching the decision made for Plaintiffs' insurance claim—a step which already had been exhausted in *Evans* but still was not sufficient to allow for the depositions of noninvolved managerial employees.

Subjecting Ms. Manduca to a deposition based on mere speculation that she ***may*** have information not available from other sources exceeds the bounds of permissible discovery. *Schultz*, 2016 WL 3149686, at *3 ("Mere speculation that information might be useful will not suffice."). At best, Ms. Manduca's testimony would be cumulative of any testimony from those who actually handled Plaintiffs' insurance claim.

Plaintiffs' attempt to depose Ms. Manduca before deposing (or seeking to depose) a single member of the claims personnel who were directly responsible for the handling of Plaintiffs' insurance claim is regularly rejected by other courts and should be rejected here. *Cf. Todd v. Ocwen Loan Servicing, Inc.*, No. 219CV00085JMSDLP, 2019 WL 8272621, at *3 (S.D. Ind. Dec. 13, 2019) ("Plaintiff has yet to take a deposition in this case, but desires to start that process at the top of the food chain with the former CEO of the Defendant's parent company . . . . [W]hat the Plaintiff forgets, however, is that this case is limited to a single-plaintiff consumer protection matter regarding the handling of [Plaintiff's] mortgage loan. This is not a nationwide collective action; if it were, deposing an executive may potentially be relevant, proportional, and permissible.").[7] Plaintiffs have not established that Ms. Manduca had any connection to, or has any knowledge of, the handling of their insurance claim. *See Evans*, 216 F.R.D. at 518–19. Plaintiffs have available to them a much less intrusive and burdensome means to prosecute their claims, and until they avail themselves of that option and demonstrate what—if any—unique, relevant knowledge Ms. Manduca may have relating to their claims, the Court should not allow her deposition to proceed.

WHEREFORE, State Farm respectfully requests that the Court grant its motion to quash the Manduca Notice and for a protective order preventing the deposition of Nicole Manduca.

Respectfully submitted,

Paige A. Masters

Timila S. Rother, OBA #14310
Paige A. Masters, OBA #31142

---

[7] Even though Oklahoma courts have not adopted the apex doctrine regarding high-level managerial employees, the Court retains its statutory ability and duty to prevent discovery which causes "annoyance, harassment, embarrassment, oppression or undue delay, burden or expense" under 12 O.S. § 3226(C). That is, even though Ms. Manduca's deposition is not categorically barred, the Court still may quash the Manduca Notice based on the particular circumstances of this case, as well as the location of the parties within the suit's overall progression.

CROWE & DUNLEVY, PC
Braniff Building
324 N. Robinson Avenue, Suite 100
Oklahoma City, OK 73102
Telephone: (405) 235-7700
Facsimile: (405) 239-6651
timila.rother@crowedunlevy.com
paige.masters@crowedunlevy.com

ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

I certify that on January 7, 2025, a true and correct copy of the foregoing document was sent via U.S. mail, postage prepaid, to the following persons:

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

Brad W. Burgess
Colby A. Stephenson
BURGESS & HIGHTOWER LAW FIRM
21 NW 44th Street, Suite 201
Lawton, OK 73505

Attorneys for Plaintiffs

Paige A. Masters

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 *Honorable Grant Sheperd*

PLAINTIFFS' NOTICE OF INTENTION TO TAKE ORAL & VIDEOTAPED DEPOSITION OF NICOLE MANDUCA

TO: All Defendants and their counsel of record.

Deponent:	Nicole Manduca Bloomington, IL
Date:	**January 8, 2025**
Time:	**9:30am CST**
Location:	State Farm Corporate Office Bloomington, IL **OR** Professional Reporters 511 Couch Drive, #100 Oklahoma City, OK 73102 OR County in which deponent currently resides as agreed upon between the parties.
Method:	In person

PLEASE TAKE NOTICE that, pursuant to 12 O.S. § 3230(C), Plaintiffs will take the oral deposition of Nicole Manduca before a Certified Court Reporter or other officer authorized to

EXHIBIT
tabbies
1

administer oaths, at the date, time, and location set forth above, and will continue from day to day until completed. This deposition will be recorded by stenographic and audiovisual means.

Counsel for Defendant are invited to attend and cross-examine. All objections made at the time of any examination to the qualifications of the officer taking the examination, to the manner of the taking of the deposition, to the evidence presented, to the conduct of any party, or to any other aspect of the proceeding shall be noted by the officer upon the record of the deposition, but the examination shall proceed with the testimony being taken subject to the objections made. Any objection during the examination must be stated concisely and in a non-argumentative manner and non-suggestive manner.

Dated: December 22, 2025

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
WHITTEN BURRAGE
512 North Broadway Avenue, Suite 300
Oklahoma City, OK 73102
Office: 405.516.7800
Facsimile: 405.516.7859
rwhitten@whittenburragelaw.com
mburrage@whittenburragelaw.com
bsonne@whittenburragelaw.com
hwhitten@whittenburragelaw.com
jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

&

Brad Burgess
Colby Stephenson
BURGESS & HIGHTOWER LAW FIRM
21 NW 44th St., Suite 201
Lawton, OK 73505
580-355-8920
580-355-8999 (fax)
brad@burgess-hightower.com
colby@burgess-hightower.com
ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of December 2025, a true, correct, and exact copy of the foregoing document was emailed and/or mailed to the following persons:

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 DEFENDANTS

Blake Sonne
____