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DISTRICT COURT
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ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

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

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

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S MOTION FOR A PROTECTIVE ORDER AND TO QUASH AND/OR STAY PLAINTIFFS' DEPOSITION NOTICES OF KATHY RESS, WENSLEY HERBERT, THOMAS MOSS, AND SCOTT WELSH

Before even taking the deposition this Court has ordered on Plaintiffs' theory of institutional bad faith, and before deposing anyone with case specific knowledge, Plaintiffs have noticed the depositions of four more current or former senior leadership personnel which are at best cumulative and not proportional. Thus, 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' May 15, 2026 Notice of Intention to Take Oral & Videotaped Deposition of Kathy Ress,[1] a Vice President of Operations in State Farm's Property & Casualty department (Ex. 1); May 15, 2026 Notice of Intention to Take Oral & Videotaped Deposition of Wensley Herbert,[2] the Senior Vice President for Property & Casualty Claims at State Farm (Ex. 2); May 15, 2026 Notice of Intention to Take Oral & Videotaped Deposition of Thomas

[1] This notice's title is Plaintiffs' Notice of Intention to Take Oral & Videotaped Deposition of ***Thomas Moss***, and the body of the notice references the deposition of ***Scott Welsh***, but the listed deponent is ***Kathy Ress***. As such, State Farm assumes the notice is for the deposition of Ms. Ress.
[2] This notice's title is Plaintiffs' Notice of Intention to Take Oral & Videotaped Deposition of ***Thomas Moss***, but the listed deponent is ***Wensley Herbert***. As such, State Farm assumes this to mean the notice is for the deposition of Wensley Herbert.

Moss, a now-retired former Claim Consultant in State Farm's Property & Casualty department (Ex. 3); and May 15, 2026 Notice of Intention to Take Oral & Videotaped Deposition of Scott Welsh,[3] a Claims Director in State Farm's Property & Casualty department (Ex. 4), (collectively the "Deposition Notices"). None of these individuals were involved in the handling of Plaintiffs' claim or have personal knowledge of it and Plaintiffs have offered nothing to show relevant knowledge. State Farm submits that the Deposition Notices should be quashed for this reason alone. *See Schultz v. Sentinel Ins. Co., Ltd.*, No. 4:15-CV-04160-LLP, 2016 WL 3149686, at *3 (D.S.D. June 3, 2016) (parties seeking discovery must "describe with a reasonable degree of specificity the information they hope to obtain and its importance to their case") (citing *Cervantes v. Time, Inc.*, 464 F.2d 986, 994 (8th Cir. 1972)).

At a minimum, these Notices are cumulative of the discovery the Court already permitted aimed at Plaintiffs' speculative theory of a corporate-wide initiative to pre-deny wind/hail roof claims[4]—one Plaintiffs' counsel persistently (and incorrectly) allege State Farm developed, implemented, and/or monitored through the Fire Model Enhancement quality program (the "FME").[5] But the Court has *already* ordered State Farm to provide extensive FME-related discovery, and Plaintiffs cannot explain how the depositions of these individuals would ***not*** be cumulative and/or duplicative of this ordered discovery, and certainly they do not explain how the

[3] This notice's title is Plaintiffs' Notice of Intention to Take Oral & Videotaped Deposition of ***Thomas Moss***, but the listed deponent is ***Scott Welsh***. As such, State Farm assumes this to mean the notice is for the deposition of Scott Welsh.

[4] Plaintiffs' counsel has sought to depose these individuals in other cases against State Farm and, in pursuing these depositions, confirmed that they seek to elicit testimony regarding their purported knowledge and/or involvement in the alleged corporate plan to pre-deny wind/hail claims. *See, e.g., Hursh v. State Farm*, No. CJ-2025-2626, Plaintiffs' Consolidated Response in Opposition to State Farm's Motions to Quash the Deposition Notices of Thomas Moss, Nicole Manduca, Scott Welsh, Wensley Herbert, Kathy Ress, Tyrone Smith, and Wendy Mazza.

[5] *Id.* at 2 (listing noticed deponents and describing them as "key [FME] members and Scheme architects"); *id.* at 1 (alleging that "[e]ach Noticed Deponent was directly and materially involved in State Farm's reduction of indemnity payments relating to roof claims").

testimony would be proportionate in light of the already ordered discovery. Specifically, on April 22, 2026, the Court ordered State Farm to produce significant volumes of documents relating to the FME and, on April 10, 2026, denied State Farm's motion to quash the deposition of Nicole Manduca, a Director in State Farm's Property & Casualty department whom Plaintiffs describe as the FME "ringleader" and specifically seek to depose because of her involvement in the FME. *See* Pls.' Resp. in Opp. to Motion to Quash Deposition of N. Manduca at 3 ("Manduca is directly responsible for key aspects of the Scheme's origin, development, and/or implementation. Manduca is essentially the Scheme's ringleader.").

Given the scope of these Orders,[6] requiring the depositions of Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh would at the very least be premature until Plaintiffs (1) depose the Claim Specialists and Team Managers who ***were actually involved in*** handling their claim; (2) depose Ms. Manduca and review State Farm's FME productions; and (3) thereafter articulate how the FME is actually relevant to their claim (which it is not) and what testimony Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh can offer that would not be duplicative of Ms. Manduca's testimony. Absent any such efforts, the noticed depositions serve no other purpose than to harass and burden State Farm, as the noticed individuals do not have personal knowledge about Plaintiffs' claim or the claim decision at issue in this case.

At best, because they cannot articulate what relevant, proportional, and non-duplicative information Ms. Ress, Mr. Herbert, Mr. Moss, or Mr. Welsh could provide, Plaintiffs' demand to depose these individuals is based on mere speculation that they *may* possess some useful information beyond that of Ms. Manduca. But "[m]ere speculation that information might be

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[6] State Farm respectfully disagrees with these orders given Plaintiffs' failure to connect the corporate-wide discovery they are seeking with the claim decision they are challenging. But, as noted below (*infra* Background ¶¶ 6, 9, FN 10), State Farm is in the process of producing the compelled production, and the parties have scheduled the deposition for Ms. Manduca on June 23, 2026.

useful will not suffice." *Id.* Plaintiffs must show that the noticed deponents possess unique, relevant, and proportional information about the handling of Plaintiffs' claim; they cannot. Further, with respect to Mr. Moss, ***even if*** Plaintiffs were able to make this showing, Mr. Moss is retired and no longer a State Farm employee, and State Farm thus cannot compel his production at a deposition. Accordingly, State Farm respectfully requests that this Court quash the Deposition Notices and enter a protective order as further stated below.

BACKGROUND

1. This case arises from an insurance claim for damage that Plaintiffs allege their property sustained from a storm on or about June 15, 2023. *See* Pet. ¶ 40(a). Plaintiffs did not submit a claim to State Farm for purported damage until approximately six weeks later, on July 28, 2023. *Id.* ¶ 40(b). State Farm investigated the claim, identified and paid for some hail damage but did not find that the roof was totaled by hail.

2. Plaintiffs retained a contractor to inspect their property and then a public adjuster, though the public adjuster appears to have relied on the contractor's inspection rather than conduct his own. *See generally, Id.* ¶ 40(j). State Farm requested additional information as to the source of photos the public adjuster submitted, but that information was never provided. *See e.g.* Email attached hereto as Ex. 5.

3. Plaintiffs instead sued State Farm and the Nancy Holcomb Insurance Agency, Inc. (the "Holcomb Agency") on February 28, 2025, well outside the one-year provision in the Policy. Plaintiffs brought claims against State Farm for breach of contract and breach of the duty of good faith and fair dealing; negligent procurement against the Holcomb Agency; and constructive fraud and negligent misrepresentation against both Defendants. *See* Pet. ¶¶ 45-79. Defendants have moved for summary judgment on all claims.

4. Thus, the underlying dispute here is whether Plaintiffs' roof was totaled by hail. If it was, then the question is whether State Farm's determination otherwise was in bad faith or instead simply a legitimate dispute as to the scope of the damage. There is substantial evidence that State Farm's claim decision was in fact correct—including two post-storm inspections by brokers/appraisers who identified no issues with the roof and evidence that the photos submitted to State Farm to persuade it to change its decision were not even of Plaintiffs' house. There is no ***evidence*** that State Farm's decision was in bad faith but only conclusory allegations of a scheme to deny roof claims, based simply on the fact that State Farm put together a team to evaluate the correctness of its claim determinations, implemented quality checks, and then evaluated the results. Plaintiffs' counsel's sinister spin on those unremarkable business operations is not evidence.

5. Plaintiffs have served 59 requests for production of documents, 34 interrogatories (in excess of the limit of 30, without leave of Court), and 30 requests for admission, most of which seek sweeping discovery regarding State Farm's enterprise-wide policies, initiatives, and dealings with other insureds, primarily aimed at the FME, with only a handful of case specific requests. To date, State Farm has produced not only 964 pages of documents relating to the Plaintiffs' claim—including Plaintiffs' insurance policy, the claim file, and the basic underwriting information for Plaintiffs' property— but also ***more than 50,000 documents*** in compliance with the Court's April 22, 2026 Order, in addition to earlier agreed productions. State Farm expects to produce, ***in total, documents in excess of 700,000*** to comply with the Court's Order.

6. On December 22, 2025, Plaintiffs noticed the deposition of Nicole Manduca, a Director in State Farm's Property & Casualty department, though she was not involved with and has no knowledge of, Plaintiffs' claim.[7] Plaintiffs seek to depose Ms. Manduca because they

[7] Indeed, as a former Claim Manager and current Director, Ms. Manduca did not have responsibility for substantively managing the handling of individual insurance claims. She also had a different role and was

describe her as the "ringleader" of the FME. *See* Pls.' Resp. in Opp. to Motion to Quash Deposition of N. Manduca at 3. This Court denied State Farm's Motion to Quash Ms. Manduca's deposition,[8] stating Plaintiffs had sufficiently pled a scheme and cost-savings measures that were "authorized/created by Manduca." *See* Court Order re Mot. to Quash (April 10, 2026). That deposition is scheduled for June 23, 2026.[9]

7. As of the date of this Motion, Plaintiffs have not taken the deposition of a single fact specific person actually involved in this claim.

8. Instead, Plaintiffs have, apparently in a tremendous rush given the multitude of errors in the Deposition Notices as stated in footnotes 1-3 above, noticed four senior level employees—including one retired employee.

9. Thus, rather than depose individuals close to the events underlying their insurance claim or taking a measured approach to see what, if any, testimony Ms. Manduca may provide about Plaintiffs' allegations related to the FME before seeking duplicative and unnecessary discovery, Plaintiffs pursue depositions of three more high-level State Farm employees and a now-retired, former high-ranking Claims Consultant. The Court should quash the Deposition Notices.

10. Counsel for the parties exchanged communications about the Deposition Notices and whether there was an agreed path forward without the need for a Motion to Quash. While

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adjacent to, and 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.

[8] *See* Mot. for Protective Order and to Quash/Stay Dep. Notice of N. Manduca (Jan. 7, 2026).

[9] Although the Court ordered State Farm to produce Ms. Manduca by May 8, 2026, counsel for both parties agreed to postpone Ms. Manduca's deposition when the Court entered an order compelling further document productions because counsel for Plaintiffs indicated they preferred to wait for the documents before proceeding with the deposition. Plaintiffs served an Amended Notice of Deposition of Ms. Manduca on May 28, 2026 for June 9, 2026, a date that was not workable for Ms. Manduca or State Farm's counsel. During a status conference with the parties on June 1, 2026, the Court instructed the parties to schedule Ms. Manduca's deposition prior to July 2, 2026, and the parties have scheduled the deposition for Ms. Manduca on June 23, 2026.

some flexibility on dates was discussed, the parties could not otherwise reach agreement.

ARGUMENT AND AUTHORITY

I. THE COURT SHOULD QUASH THE DEPOSITION NOTICES BECAUSE THE SOUGHT TESTIMONY IS IRRELEVANT AND DISPROPORTIONAL TO THE NEEDS OF THIS 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: when a request is "overly broad on its face . . . the court abuse[s] its discretion by failing to require [the requesting party] to initially demonstrate how their request was relevant to any party's claim or defense." *Chick-fil-A, Inc. v. Ogden*, 2026 OK 13, ¶16; *see also 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) ("When 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.").[10] 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

[10] Because "[t]he Oklahoma Discovery Code mirrors the Federal rules," *Meritor, Inc. v. State ex rel. Bd. of Regents of Univ. of Oklahoma*, 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.

has recognized, insurance cases should be handled according to their 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 equally critical. 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 <u>both</u> relevant to the claims or defenses <u>and</u> proportional to the needs of the case; <u>considering</u> 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).[11] The Oklahoma Supreme Court 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 Oklahoma 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 subparagraph a of paragraph 1 of this subsection [regarding relevance and proportionality]." 12 O.S. § 3226(B)(2)(c). As such, this Court may issue, "for good cause shown . . . any order which justice requires to protect a party or person"

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[11] 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. Fed. R. Civ. P. 26(b)(1).

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 must quash the Deposition Notices because they seek irrelevant information that is designed to harass and impose unreasonable burdens and expense on State Farm, and is duplicative and disproportionate to the needs of the case.

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

Plaintiffs cannot establish that the deposition testimony of Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh would be relevant to their claims. Nor can they. While Plaintiffs plead an enterprise-wide theory of misconduct, they of necessity have to tie the purported conduct to their claim.[12] Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh did not assist Plaintiffs in procuring the policy[13] or have any involvement in the investigation, evaluation, or decisions regarding Plaintiffs' claim, and Plaintiffs have not demonstrated that any of these individuals has information regarding Plaintiffs' claim. Indeed, in their roles, Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh did not have responsibility for substantively managing the adjustment of individual claims. All four of them are (or in the case of Mr. Moss, were) several levels above those who actually handled Plaintiffs' claim, *i.e.*, those who ***could*** testify about the investigation that led to State Farm's coverage decision.

Plaintiffs' attempt to depose individuals with no connection to their claims is part of their

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[12] *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, rejecting insured's argument to apply instead 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' . . .").

[13] 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 decisions.

efforts to advance their unfounded theories regarding the FME, which they mischaracterize as an enterprise-wide plan to deny policyholders' claims. *See* Pet. ¶ 3. But such far-reaching allegations do not justify deposing Ms. Ress, Mr. Herbert, Mr. Moss, or Mr. Welsh, let alone all four of them. *See Johnson*, 2021 WL 8446071, at *2 (a "plaintiff's broad theory of the case does not necessarily justify broad discovery"). Merely alleging misconduct does not entitle Plaintiffs to broad discovery from multiple high-level employees without explaining how the requested depositions are relevant to the instant litigation. *Chick-fil-A*, 2026 OK 13, ¶ 15 (explaining relevance to the "subject matter" alone does not make information discoverable: "[t]hat is no longer the standard."). Indeed, Plaintiffs have already noticed the deposition of Ms. Manduca, whom they allege is the "ringleader" and "is directly responsible for key aspects of the Scheme's origin, development and/or implementation." Pls.' Opp. to Mot. to Quash Dep. Notice of N. Manduca (Jan. 28, 2026) at 2-3. As such, it is unclear what, if any, additional relevant and non-duplicative testimony Plaintiffs seek from these additional high-level employees.[14] State Farm respectfully requests that the Court quash the Deposition Notices for this reason alone.

B. The Depositions of Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh Are Not Proportional to the Needs of the Case.

Even assuming Plaintiffs could satisfy their burden of showing relevance, the Court should quash the Deposition Notices because Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh's testimony would be disproportional to the needs of the case. 12 O.S. §§ 3226(B)(l)(a), 3226(B)(2)(c)(3).).[15] This is a case involving an approximately $51,000 dispute over damages to

[14] In the *Hursh* matter, Plaintiffs' counsel also contended that Scott Welsh's testimony is relevant because, as part of the purported scheme, he was involved in State Farm's adoption of certain training modules from global consulting and engineering firm Haag. But Plaintiffs do not allege, let alone provide facts showing, that the use of Haag's third-party training materials had any effect on the determination of their insurance claim.

[15] *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

Plaintiffs' property, yet Plaintiffs demand that not only Ms. Manduca appear for deposition, but that Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh prepare for and appear for depositions as well. As noted above, Plaintiffs have not bothered to depose anyone with personal knowledge of the facts that they need to prosecute their claims. Nor have they yet deposed Ms. Manduca—the purported "ringleader" of the FME—to determine whether the FME impacted the claim at issue. Therefore, proportionality requires that this effort wait until Plaintiffs conduct the discovery the Court has already found proportional and see whether more is required.

Evans v. Allstate Ins. Co., 216 F.R.D. 515 (N.D. Okla. 2003) is instructive. In *Evans*, the plaintiffs sued Allstate, alleging it improperly denied their fire loss claim, and sought to depose three of its officers. *Id.* at 516. 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 noted that the plaintiffs had taken the depositions of all adjusters and supervisors involved in the handling of 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.* 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.*

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fishing expedition."); *Chrisman v. Bd. of Cnty. Comm'rs 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).

Like the officers in *Evans*, Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh have no unique personal knowledge of the facts and circumstances surrounding Plaintiffs' insurance claim. Indeed, they do not, and did not, even manage those who were involved in the investigation, evaluation, or denial of Plaintiffs' claim. To the extent Plaintiffs seek discovery regarding their allegations that the adjusters were influenced by some nefarious plan, they should test those theories with the Claim Specialists and the Team Manager with knowledge of how Plaintiffs' claim was handled. At a minimum, Plaintiffs should also first test those theories with Ms. Manduca before seeking duplicative testimony. Subjecting the noticed deponents to depositions based on mere speculation that they may have information not available from other sources far exceeds the bounds of permissible discovery. *See Schultz*, 2016 WL 3149686, at *3 ("Mere speculation that information might be useful will not suffice.").

Efforts like those of Plaintiffs here have been rejected by other courts. *See 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 . . . what 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."). Moreover, the Court's Order requiring Ms. Manduca's deposition does not give Plaintiffs carte blanche to depose every other high-level employee at State Farm about the handling of their claim or the FME. Plaintiffs have available to them much less intrusive and burdensome means to prosecute their claims, and until they avail themselves of those options and demonstrate what—if any—unique, relevant knowledge Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh may have relating to their claim, the Court should not allow their depositions to proceed.

C. Plaintiffs Improperly Seek the Deposition of a Senior Executive with No Unique, Relevant Knowledge.

Mr. Herbert, as Senior Vice President for Property & Casualty Claims at State Farm, holds a senior executive position at State Farm. Subjecting a high-level executive like Mr. Herbert to a deposition based on mere speculation that he ***may*** have information not available from other sources far exceeds the bounds of permissible discovery. Indeed, courts routinely recognize that depositions of high-level executives are improper absent a showing that they have unique personal knowledge that could not be obtained from lower-level employees. *See Crest Infiniti, II, LP v. Swinton*, 2007 OK 77 ¶¶ 14-15 (recognizing that apex depositions have unique potential for abuse, and should not be had if "annoyance, oppression, and undue burden and expense outweigh the need for discovery" on those issues); *Schultz*, 2016 WL 3149686, at *3 ("Mere speculation that information might be useful will not suffice."); *U.S. ex rel. Galmines v. Novartis Pharm. Corp.*, No. 06-3213, 2015 WL 4973626, at *2 (E.D. Pa. Aug. 20, 2015) (quashing depositions of high-level executives because relator was unable to rebut the "presumption that a high-level official's deposition represents a significant burden upon the deponent and that this burden is undue" by establishing that executives had unique personal knowledge that could not be obtained from lower-level employees or less burdensome discovery). Given that Mr. Herbert had ***no involvement*** in the handling of Plaintiffs' claim, and the Court has already ordered the deposition of Ms. Manduca, the purported "leader" of the FME, Plaintiffs cannot explain how the deposition of a senior executive like Mr. Herbert would be relevant or proportional to the needs of the case.

D. Plaintiffs Cannot Require State Farm to Produce a Retired Employee.

Finally, as to Mr. Moss, Plaintiffs' Notice is invalid because it improperly requires State Farm to produce a retired, former Claims Consultant for a deposition. In *Crest Infiniti, II v. Swinton*, 2007 OK 77, ¶6, 174 P.3d 996, 1000 (Oct 10, 2007), the Oklahoma Supreme Court observed consistent with applicable federal authority that under 12 O.S. § 3230, "[w]hile a notice to a party's counsel may be used to compel a party to attend a deposition, a subpoena is used to compel a non-party witness to attend a deposition and a witness fee must be paid." *See also Herron v. Progressive Car Fin., LLC*, No. CIV-22-638-SLP, 2013 WL 11762874, *2 (W.D. Okla. Oct. 13, 2023) (Palk) (holding that "notice cannot be used to compel a party to produce a witness for deposition who are not its own employees, regardless of whether (or to what extent) the party exercises control over the nonparty witness.")

Courts deciding this issue in other jurisdictions are in accord. "It is well settled that 'a corporation may not be examined through its former officers, directors, or managing agents, nor subordinate employees or stockholders.'" *Gabriel v. Safeway, Inc.*, No. 10-2256, 2011 WL 5864033, *5 (D.N.J. Nov. 21, 2011) (quoting *Pettyjohn v. Goodyear Tire and Rubber Co.*, No. 91-2681, 1992 WL 168085, *1 (E.D. Pa. July 9, 1992)). "Consequently, neither the court nor a corporation has any basis to compel a former employee to be examined through deposition," and a party wishing to depose a non-party is required to serve them with a subpoena. *Id.* (citing *Maynard v. Goodwill Indus, of Delaware,* No. 08-801, 2009 WL 1402281, *2 (D. Del. May 18, 2009)); *see also Sherman v. Sheffield Financial, LLC,* 338 FR.D. 247, 254-55 (D. Minn. 2021) (quoting *E.I. DuPont de Nemours & Co. v. Ko/on Indus., Inc.*, 268 FR.D. 45, 49 (E.D. Va. 2010)) ("[T]he general rule is that former employees cannot be managing agents of a corporation," so the deposition of such an individual "must be compelled as a nonparty."). Here, Mr. Moss is not a party to this case, and he is no longer an employee of State Farm. Therefore, even if Mr. Moss's deposition was relevant and proportional to the needs of this case—which it is not—State Farm cannot compel his attendance at the deposition. Plaintiffs must serve Mr. Moss with a subpoena.

CONCLUSION

State Farm respectfully requests that the Court grant its motion to quash the Deposition Notices and for a protective order preventing the depositions of Ms. Ress, Mr. Herbert, Mr. Moss, and Mr. Welsh noticed by Plaintiffs to take place on June 15, 2026, June 17, 2026, June 12, 2026, and June 16, 2026, respectively.

Respectfully Submitted,

Paige A. Masters

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

This is to certify that on the 11th day of June, 2026, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

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Paige A. Masters

EXHIBIT 1

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' NOTICE OF INTENTION TO TAKE ORAL & VIDEOTAPED DEPOSITION OF THOMAS MOSS

TO: All Defendants and their counsel of record.

Deponent:	Kathy Ress 2403 Kaitlyn Dr. Bloomington, IL 61704
Date: **Time:**	**June 15, 2026** **9:00am CST**
Location:	State Farm Corporate Office One State Farm Plaza Bloomington, IL **OR** Professional Reporters 511 Couch Drive, #100 Oklahoma City, OK 73102 **OR** Bloomington, Illinois location 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 Scott Welsh before a Certified Court Reporter or other officer authorized to 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 Defendants 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: May 15, 2026

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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bsonne@whittenburragelaw.com
hwhitten@whittenburragelaw.com
jsanders@whittenburragelaw.com
jdenne@whittenburragelaw.com

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brad@burgess-hightower.com
colby@burgess-hightower.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of May 2026, 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 State Farm Fire and Casualty Insurance Co. and Nancy Holcomb Insurance Agency, Inc.

Blake Sonne

EXHIBIT 2

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' NOTICE OF INTENTION TO TAKE ORAL & VIDEOTAPED DEPOSITION OF THOMAS MOSS

TO: All Defendants and their counsel of record.

Deponent: Wensley Herbert
3111 Fiona Way,
Bloomington, IL 61704

Date: **June 17, 2026**
Time: **9:00am CST**

Location: State Farm Corporate Office
One State Farm Plaza
Bloomington, IL
OR
Professional Reporters
511 Couch Drive, #100
Oklahoma City, OK 73102
OR
Bloomington, Illinois location 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 Wensley Herbert before a Certified Court Reporter or other officer authorized to 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 Defendants 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: May 15, 2026

Respectfully submitted,

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Attorneys for Defendants State Farm Fire and Casualty Insurance Co. and Nancy Holcomb Insurance Agency, Inc.

Blake Sonne

EXHIBIT 3

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' NOTICE OF INTENTION TO TAKE ORAL & VIDEOTAPED DEPOSITION OF THOMAS MOSS

TO: All Defendants and their counsel of record.

Deponent: Thomas Moss
330 Gracewood Cir.
Moore, SC 29369

Date: **June 12, 2026**
Time: **9:00am CST**

Location: State Farm Corporate Office
One State Farm Plaza
Bloomington, IL
OR
Professional Reporters
511 Couch Drive, #100
Oklahoma City, OK 73102
OR
Spartanburg County, South Carolina 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 Thomas Moss before a Certified Court Reporter or other officer authorized to 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 Defendants 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: May 15, 2026

Respectfully submitted,

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Attorneys for Defendants State Farm Fire and Casualty Insurance Co. and Nancy Holcomb Insurance Agency, Inc.

Blake Sonne

EXHIBIT 4

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' NOTICE OF INTENTION TO TAKE ORAL & VIDEOTAPED DEPOSITION OF THOMAS MOSS

TO: All Defendants and their counsel of record.

Deponent:	Scott Welsh 3008 Rusty Ln Bloomington, IL 61704
Date: **Time:**	**June 16, 2026** **9:00am CST**
Location:	State Farm Corporate Office One State Farm Plaza Bloomington, IL **OR** Professional Reporters 511 Couch Drive, #100 Oklahoma City, OK 73102 **OR** Bloomington, Illinois location 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 Scott Welsh before a Certified Court Reporter or other officer authorized to 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 Defendants 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: May 15, 2026

Respectfully submitted,

Blake Sonne

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Attorneys for Defendants State Farm Fire and Casualty Insurance Co. and Nancy Holcomb Insurance Agency, Inc.

Blake Sonne

EXHIBIT 5

From:"HOME CLMS-FIRECLAIMS" <statefarmfireclaims@statefarm.com>
Sent: Tue, 17 Sep 2024 13:16:51 +0000
To:"jparga@coastalclaims.net" <jparga@coastalclaims.net>; "NEILSPENCERWEST@SBCGLOBAL.NET" <NEILSPENCERWEST@SBCGLOBAL.NET>; "LACYLOU@GMAIL.COM" <LACYLOU@GMAIL.COM>
Cc:"DF - FIRE - Drop File Document" <DF-FIRE-CL@internal.statefarm.com>
Subject:36-53Q1-13C

Dear Jose Parga,

Based on our conversation this morning, Coastal Claim Services will have to send additional information over for review, when comes to the rain cap that is in question. If you have any additional questions my contact information is listed below.

Joe Wicker
(he/him/his)
Claim Specialist – Hail Reconciliation Unit
ATL Park Center 3
Desk #: 469-442-1670
HRU #: 844-458-4300 Ext. 66
Statefarmfireclaims@Statefarm.com

State Farm | 100 YEARS

RBZ000I5

State Farm Fire and Casualty Company

Fire Claim File Print

File History Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 36-53Q1-13C
Date of Loss: 06-15-2023
Policy Number: 36-CR-X405-8
Named Insured: WEST, NEIL S

FILE HISTORY

File History - File Notes

[redacted]

12-19-2024 - 12:05 PM CST **Performer:** Wicker, Joe **Office:**WHRUREC
File Note: File Note
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Contact - Outbound Call **Sub Category:**
Working vm,

RCF CTR Bob requesting claim status, CS explained that the CTR would have to contact the PA to get the claim status info. CTR said he understood and he will f/u with the PA

12-19-2024 - 11:13 AM CST **Performer:** Burk, Carrie **Office:**WHRUREC
File Note: Contact
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Contact - Inbound Call **Sub Category:**
CS working ACD line.
RCF CTR seeking update on claim.
CS reviewed update with CTR, however CTR confused by the supplemental.
CS provided CO's contact information and transferred to CO to seek clarfiication.
CS backing out of claim.
NFH

09-17-2024 - 8:22 AM CDT **Performer:** Wicker, Joe **Office:**WHRUREC
File Note: File Note
Participant: COASTAL CLAIMS SERVICES, INC **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Contact - Outbound Call **Sub Category:**

Working new mail received an email from PA requesting that we review their photo, of the roof rain cap stating that this is a items we missed doing our 1st inspection.

Reviewed the docs and contacted the PA Jose, CS explained that we would need additional photos verifying the location for the rain cap on the roof. PA said he understood and he will submit those docs.

NFH closing claim new mail will reopen the clam.

08-15-2024 - 9:32 AM CDT **Performer:** Bradley, Yasiin **Office:**WHRUREC

File Note: pending file note

Participant: **COL / Line (Participant):**

Category: Pending **Sub Category:**

Cov A: RCBs paid.
Cov B: n/a
Cov C: n/a
Sub: n/a
Mortgagee (Dollar One Y/N): no

Closing claim pending addtional documentation to be reopened.

08-15-2024 - 9:31 AM CDT **Performer:** Bradley, Yasiin **Office:**WHRUREC

File Note: CTR PHOTOS FOR 2ND INSPECTION

Participant: **COL / Line (Participant):**

Category: Claim Note **Sub Category:**

- .CTR submitted CX live photos previously submitted showing damage to the shingle
- CS reviewed photos submitted on 7/15/24 along with CTR EST, photos resembles previous submitted photos for CTR on 3/30/24.
- Per TM review "no additional damages to roofing," CTR photos does not reflect additional damage done.
- All items were addressed at initial inspection by adjuster.
- Additional inspection is not warranted.
- NI and CTR were informed 2nd inspection or TRR not warranted.
- Decision remains.
- CS contacted PA and NI notifying decision remains the same at this time.
- Claim can be closed pending addtional supporting documentation to be reopened.

07-30-2024 - 11:31 AM CDT **Performer:** Wicker, Joe **Office:**WHRUREC

File Note: File Note

Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))

Category: Contact - Inbound Call **Sub Category:**

RCF the Agent, NI's called to get the status of the claim, CS explained that we have received the CTR's docs but we have not made it to that mail date yet. Agent said she understood.

07-26-2024 - 8:55 AM CDT **Performer:** Thomas, Dawn **Office:**WHRUREC

File Note: Claim Note

Participant: COASTAL CLAIMS SERVICES, INC **COL / Line (Participant):** 35 / 001(Named Insured(s))

Category: Claim Note **Sub Category:**

Revd claim - PA has been provided an update
PHone message sent to CO in errir

07-25-2024 - 11:58 AM CDT **Performer:** Berndtson, Erica **Office:**PROPVPLH

File Note: Contact

Participant: COASTAL CLAIMS SERVICES, INC **COL / Line (Participant):** 35 / 001(Named Insured(s))

Category: Contact **Sub Category:**

CS received voicemail from PA Kelsey left voicemail requesting timeline for supplement/2nd inspection review. PA Kelsey call back number 386-478-4911.

07-25-2024 - 10:53 AM CDT **Performer:** Wicker, Joe **Office:**WHRUREC

File Note: File Note

Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))

Category: Contact - Outbound Call **Sub Category:**