

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

Michael Chance Grigsby, Jr. and Tessa Renae Grigsby v. Homesite
Indemnity Company

Grigsby · No. CIV-25-399-R · Decided April 23, 2026

SUMMARY

The court denied a non-party construction company’s motion to quash a deposition subpoena and for a protective order under Federal Rule of Civil Procedure 45. It held that testimony concerning the preparation of a repair estimate was relevant to the plaintiffs’ bad-faith insurance claim, was not unreasonably cumulative, and had not been shown to impose an undue burden or expense; the court also denied the plaintiffs’ request for attorneys’ fees.

CASE DETAILS

COURT	United States District Court for the Western District of Oklahoma
JURISDICTION	United States District Court for the Western District of Oklahoma
DECIDED	April 23, 2026
DOCKET	CIV-25-399-R
DISPOSITION	other
PROCEDURAL POSTURE	Non-party Heintzelman Construction and Roofing, LLC moved under Federal Rule of Civil Procedure 45 to quash Plaintiffs' deposition subpoena to Sandra Heintzelman and sought a protective order. Plaintiffs opposed the motion and sought attorneys' fees.
STANDARD OF REVIEW	The court applied its discretion to regulate third-party discovery under Federal Rules of Civil Procedure 26 and 45, considering relevance, proportionality, cumulative or duplicative discovery, alternative sources, and undue burden or expense.
PRECEDENTIAL VALUE	Unpublished district court order; precedential status is unknown.
PARTIES	Michael Chance Grigsby, Jr., Tessa Renae Grigsby v. Homesite Indemnity Company

TOPICS

discovery dispute

insurance bad faith

insurance

civil procedure

PRACTICE AREAS

civil procedure

insurance bad faith

insurance

QUESTIONS PRESENTED

1. Whether the Rule 45 deposition subpoena to Sandra Heintzelman sought relevant and proportional discovery within the scope of Rule 26(b)(1).
2. Whether the subpoena should be quashed or modified because the requested discovery was unreasonably cumulative, available from a more convenient source, or unduly burdensome or expensive under Rules 26(b)(2)(C) and 45(d)(3).
3. Whether Plaintiffs were entitled to attorneys' fees after successfully opposing the motion to quash.

HOLDINGS

1. The subpoena sought discovery within the scope of Rule 26(b)(1) because information about how the repair estimate was prepared, including whether it resulted from an independent evaluation, was relevant to Plaintiffs' insurance bad-faith claim.
2. The subpoena was not unreasonably cumulative or duplicative and the information was not shown to be obtainable from another source that was more convenient, less burdensome, or less expensive.
3. Heintzelman Construction did not adequately demonstrate that the deposition would impose an undue burden or expense; therefore, the subpoena was not quashed and a protective order was not warranted.
4. Plaintiffs were not awarded attorneys' fees.

KEY QUOTATIONS

“Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.”

FACTUAL BACKGROUND

Plaintiffs alleged that Homesite wrongfully adjusted their homeowners' insurance claim after a fire loss. During the adjustment, Homesite obtained a repair estimate from Heintzelman Construction and Roofing. Plaintiffs subpoenaed Sandra Heintzelman to learn how the estimate was prepared, including whether it reflected an independent evaluation of the property or merely duplicated Homesite's estimate. Heintzelman Construction contended that she performed only clerical work and lacked personal knowledge, while Plaintiffs asserted that she authored the estimate.

PROCEDURAL HISTORY

Plaintiffs issued a Rule 45 deposition subpoena to Sandra Heintzelman, an employee or owner of Heintzelman Construction, concerning the preparation of a repair estimate obtained during Defendant's adjustment of

Plaintiffs' fire-loss insurance claim. The non-party moved to quash the subpoena and for a protective order, arguing that the discovery was irrelevant, cumulative, and unduly burdensome. The district court denied the motion and denied Plaintiffs' request for attorneys' fees.

DISPOSITION

other

CASES CITED

- Ward v. Liberty Ins. Corp., No. CIV-15-1390-D, 2018 WL 991546, at *1 (W.D. Okla. Feb. 20, 2018)
- Curtis v. Progressive N. Ins. Co., No. CIV-17-1076-C, 2018 WL 2976432, at *1 (W.D. Okla. June 13, 2018)

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