

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

William J. May and Anna M. May v. Homesite Indemnity Company

May · No. CIV-25-398-R · Decided April 23, 2026

SUMMARY

The United States District Court for the Western District of Oklahoma denied a non-party construction company’s motion to quash a deposition subpoena and for a protective order. The court held that testimony concerning 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.

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-25-398-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 for a protective order.
STANDARD OF REVIEW	The court applied the discovery-scope and subpoena-enforcement standards under Federal Rules of Civil Procedure 26(b)(1), 26(b)(2)(C)(i), and 45(d)(3), including consideration of relevance, proportionality, cumulative or duplicative discovery, alternative sources, and undue burden or expense.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

discovery dispute

insurance bad faith

insurance

civil procedure

PRACTICE AREAS

civil procedure

insurance

insurance bad faith

QUESTIONS PRESENTED

1. Whether the deposition subpoena to Sandra Heintzelman sought relevant and proportional discovery within the scope of Federal Rule of Civil Procedure 26(b)(1).
2. Whether the subpoena should be quashed or modified under Federal Rule of Civil Procedure 45(d)(3) because it was unduly burdensome, unreasonably cumulative, or sought information available from a less burdensome source.
3. Whether Plaintiffs were entitled to attorney fees incurred in opposing the motion to quash.

HOLDINGS

1. The subpoena sought information within the permissible scope of discovery because the preparation of the repair estimate, including whether it resulted from an independent evaluation or duplicated Defendant's estimate, was relevant to Plaintiffs' bad-faith claim.
2. The subpoena should not be quashed on the ground that the requested information was unreasonably cumulative, duplicative, or available from a more convenient, less burdensome, or less expensive source.
3. The motion to quash and for a protective order was properly denied because Heintzelman Construction did not adequately show that the deposition would impose an undue burden or expense.
4. Plaintiffs were not awarded attorney fees incurred in opposing the motion.

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.”

“While the court has considerable discretion with regard to regulating discovery which is exchanged in a lawsuit, discovery from third-parties in particular must, under most circumstances, be closely regulated.”

FACTUAL BACKGROUND

The action concerns Defendant's allegedly wrongful adjustment of Plaintiffs' homeowners insurance claim after a fire. Defendant obtained a repair estimate from Heintzelman Construction and Roofing, and Plaintiffs subpoenaed Sandra Heintzelman to learn how the estimate was prepared. Plaintiffs contended that she authored the estimate and could testify whether it reflected an independent property evaluation or merely duplicated Defendant's estimate, while the contractor asserted that she performed only clerical tasks and lacked personal knowledge.

PROCEDURAL HISTORY

In an insurance bad-faith action arising from a fire loss, Plaintiffs subpoenaed Sandra Heintzelman, an employee or owner of the contractor that prepared a repair estimate obtained by the insurer. Heintzelman Construction

moved to quash the subpoena and for a protective order, asserting undue burden, cumulative discovery, and irrelevance. The court denied the motion and also denied Plaintiffs' request for attorney 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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