

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Monica S. Ramsey, et al. v. Independent Specialty Insurance
Company, et al.

Ramsey · No. No. 23-632 · Decided February 20, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana grants non-parties Velocity Claims, LLC and Velocity Risk Underwriters, LLC’s motion to quash subpoenas duces tecum. The court finds that the subpoenas were improperly served, required production outside the geographic limits of Federal Rule of Civil Procedure 45, and allowed less than a reasonable time for compliance. The court notes additional concerns regarding cumulative, overbroad, confidential, and privileged discovery but does not resolve those issues.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	February 20, 2026
DOCKET	No. 23-632
DISPOSITION	other
PROCEDURAL POSTURE	Non-party Velocity Claims, LLC and Velocity Risk Underwriters, LLC moved to quash subpoenas duces tecum issued by plaintiffs in an insurance action. The court granted the motion to quash.
STANDARD OF REVIEW	The court applied Federal Rules of Civil Procedure 26 and 45 to determine whether the subpoenas were timely, properly served, geographically permissible, and subject to quashing or modification.
PRECEDENTIAL VALUE	unpublished

TOPICS

- discovery dispute
- civil procedure
- insurance

PRACTICE AREAS

- civil procedure
- insurance

QUESTIONS PRESENTED

1. Whether the motion to quash was untimely.
2. Whether service of the subpoenas on the non-parties' Louisiana registered agent by Federal Express satisfied Federal Rule of Civil Procedure 45(b)(1).
3. Whether the subpoenas improperly required production outside the geographic limitations of Rule 45(c)(2)(A).
4. Whether the subpoenas allowed a reasonable time for compliance under Rule 45(d)(3)(A)(i).

HOLDINGS

1. The motion to quash was timely because it was filed on the subpoenas' compliance date and the record showed service and reissuance defects concerning the earlier subpoenas.
2. Service was defective because the subpoenas were not personally delivered to the non-parties' agents for service of process.
3. The subpoenas were invalid because they required production beyond the geographic limit imposed by Rule 45(c)(2)(A).
4. The subpoenas were invalid because they required production less than fourteen days after service and therefore failed to allow a reasonable time to comply.

KEY QUOTATIONS

"The Fifth Circuit requires personal service of a subpoena or subpoena duces tecum." (II.B)

"Moreover, Plaintiffs' failure to personally deliver the subpoenas to movants' agents for service or process renders service defective under Fifth Circuit precedent." (III. Analysis)

"Accordingly, for the foregoing reasons, IT IS ORDERED that Velocity Claims, LLC and Velocity Risk Underwriters, LLC's Motion to Quash (ECF No. 75) is GRANTED." (IV. Conclusion)

FACTUAL BACKGROUND

Plaintiffs sought insurance-related damages arising from Hurricane Ida and issued subpoenas duces tecum to non-party entities involved in administering the insurance policies and claims. The entities were Delaware companies with principal places of business in Nashville, Tennessee, and plaintiffs served the subpoenas on their Louisiana registered agent via Federal Express. The subpoenas required production at plaintiffs' counsel's office in New Orleans, within less than fourteen days after service and more than 100 miles from the entities' principal offices.

PROCEDURAL HISTORY

Plaintiffs sued their insurer and claims processor for Hurricane Ida losses, extra-contractual damages, and attorney fees. Claims against Sedgwick Claims Management Services, Inc. were dismissed, and a stay concerning the insurer was lifted. Plaintiffs issued subpoenas to non-parties Velocity Claims, LLC and Velocity Risk Underwriters, LLC, apparently reissuing subpoenas in January 2026 after service problems with September

2025 subpoenas. The non-parties moved to quash, and the court granted the motion based on defective service, inadequate notice, and geographically improper production demands.

DISPOSITION

other

CASES CITED

- Rangel v. Gonzalez Mascorro, 274 F.R.D. 585, 590 (S.D. Tex. 2011)
- Volvo Trucks N. Am., Inc. v. Crescent Ford Truck Sales, Inc., No. 02-3398, 2006 WL 378523, at *4 (E.D. La. Feb. 17, 2006)
- Dotson v. Edmonson, No. 16-15371, 2017 WL 11535244, at *2 (E.D. La. Nov. 21, 2017)
- Merrill v. Waffle House, Inc., 227 F.R.D. 467, 470 (N.D. Tex. 2005)
- Crosby v. La. Health Serv. & Indem. Co., 647 F.3d 258, 264 (5th Cir. 2011)
- Trident Mgmt. Grp., LLC v. GLF Constr. Corp., No. 16-17277, 2017 WL 3011144, at *4 (E.D. La. July 14, 2017)
- Ganpat v. E. Pac. Shipping, PTE, Ltd., 611 F. Supp. 3d 305, 311 (E.D. La. 2020)
- Herbert v. Lando, 441 U.S. 153, 176 (1979)
- Oppenheimer Fund, Inc. v. Sanders, 437 U.S. 340, 351 (1978)
- Hickman v. Taylor, 329 U.S. 495, 507 (1947)
- In re Dennis, 330 F.3d 696, 704 (5th Cir. 2003)
- Weiss v. Allstate Ins. Co., 512 F. Supp. 2d 463, 466 (E.D. La. 2007)
- Harrison v. Prather, 404 F.2d 267, 273 (5th Cir. 1968)
- Scottsdale Ins. Co. v. Educ. Mgmt., Inc., No. 04-1053, 2007 WL 2127798, at *3 (E.D. La. July 25, 2007)
- Accurso v. Cooper Power Sys., Inc., No. 06-848, 2008 WL 2510140, at *4–5 (W.D.N.Y. June 19, 2008)
- Fed. Trade Comm'n v. Compagnie de Saint-Gobian-Pont-a-Mousson, 636 F.2d 1300, 1312–13 (D.C. Cir. 1980)
- Reese v. Great W. Cas. Co., No. 18-8336, 2019 WL 4930233, at *4 (E.D. La. Oct. 7, 2019)
- In re Newbrook Shipping Corp., 31 F.4th 889, 897 (4th Cir. 2022)
- In re Application of Time, Inc., No. 99-2916, 1999 WL 804090, at *7 (E.D. La. Oct. 6, 1999), aff'd, 209 F.3d 719 (5th Cir. 2000)
- Hahn v. Hunt, No. 15-2867, 2016 WL 1587405, at *2 (E.D. La. Apr. 20, 2016), aff'd, 2016 WL 6518863 (E.D. La. Nov. 2, 2016)
- Bergeron v. Great West Cas. Co., No. 14-13, 2015 WL 5307685, at *3 (E.D. La. Sept. 9, 2015)
- Hall v. Louisiana, No. 12-657, 2014 WL 1652791, at *13 (M.D. La. Apr. 23, 2014)
- Thomas v. IEM, Inc., No. 06-886, 2008 WL 695230, at *3 (M.D. La. Mar. 12, 2008)
- Wiwa v. Royal Dutch Petroleum Co., 392 F.3d 812, 818 (5th Cir. 2004)
- McLeod, Alexander, Powel & Apffel, P.C. v. Quarles, 894 F.2d 1482, 1485 (5th Cir. 1990)

- *Tiberi v. CIGNA, Ins. Co.*, 40 F.3d 110, 112 (5th Cir. 1994)
- *Linder v. Nat'l Sec. Agency*, 94 F.3d 693, 698 (D.C. Cir. 1996)
- *In re Terra Int'l, Inc.*, 134 F.3d 302, 306 (5th Cir. 1998)
- *United States v. Garrett*, 571 F.2d 1323, 1326 n.3 (5th Cir. 1978)

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