

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF OKLAHOMA

3 THOMAS H. BATES,
4 Plaintiff,

5 VS.

Case Number
CIV-21-705-JD

6 STATE FARM FIRE AND CASUALTY
7 COMPANY,
8 Defendant.

9 **CERTIFIED COPY**

11 * * * * *

12 DEPOSITION OF AMY LYNNE LANIER
13 TAKEN ON BEHALF OF THE DEFENDANT
14 IN OKLAHOMA CITY, OKLAHOMA
15 ON JUNE 24, 2022
16 COMMENCING AT 9:05 A.M.

17 * * * * *

18
19
20
21 INSTASCRIP, LLC
22 125 PARK AVENUE, SUITE LL
23 OKLAHOMA CITY, OKLAHOMA 73102
24 405.605.6880
25 schedule@instascript.net

Reported by: Cheryl D. Rylant, CSR, RPI

EXHIBIT

17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

APPEARING FOR THE PLAINTIFF:

SHAWNA LANDEROS
MILLER, JOHNSON, JONES, ANTONISSE & WHITE
500 NW 6th Street, Suite 300
Oklahoma City, OK 73102
405.896.4388
slanderose@mjjaw.com

APPEARING FOR THE DEFENDANT:

LANCE E. LEFFEL
TAYLOR PESHEHONOFF
GABLE GOTWALS
One Leadership Square, 15th Floor
211 North Robinson
Oklahoma City, OK 73102-7255
405.235.5582
lleffel@gablelaw.com
tpeshehonoff@gablelaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

TABLE OF CONTENTS

PAGE

EXHIBIT INDEX..... 4
STIPULATIONS..... 5

AMY LYNNE LANIER:

EXAMINATION BY MR. LEFFEL..... 6
EXAMINATION BY MS. LANDEROS..... 120
EXAMINATION BY MR. LEFFEL..... 130

REPORTER'S CERTIFICATE..... 134

EXHIBIT INDEX

NO.	DESCRIPTION	PAGE
1	Subpoena to Testify at a Deposition in a Civil Action, 6/24/22	5
2	Subpoena to Testify at a Deposition in a Civil Action, 5/2/22	6
3	Amy Lanier Document Production in Response to Subpoena	6
4	Bates vs. State Farm, Plaintiff's List of Witnesses	68

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

S T I P U L A T I O N S

It is hereby stipulated and agreed by and between the parties hereto, through their respective attorneys, that the deposition of AMY LYNNE LANIER may be taken on behalf of the Defendant, on June 24, 2022, in Oklahoma City, Oklahoma, by Cheryl D. Rylant, Certified Shorthand Reporter, pursuant to Subpoena and in accordance with the Federal Rules of Civil Procedure.

It is further stipulated and agreed by and between the parties hereto, through their respective attorneys, that all objections, except as to the form of the question and the responsiveness of the answer, are reserved until the time of trial, at which time they may be made with the same force and effect as if made at the time of the taking of this deposition.

* * * * *

1 Supply.

2 Let's see. After that, I believe I -- I might
3 have that flipped around. I might have worked at
4 SMI Bingo -- yes. I'm sorry. SMI Bingo Supply after
5 I finished college, then worked for the debt
6 collection company for about six months. Debt
7 collection company went under.

8 Then I worked for State Farm. Started at
9 State Farm -- I believe it was October 17th, 1999.

10 Q. Other than your marriage to Mr. Andrade and
11 your current marriage to Mr. Lanier, any other prior
12 marriages?

13 A. No.

14 Q. How about kids?

15 A. I have three kids.

16 Q. Three kids. What are your kids' names?

17 A. The oldest is Hunter Andrade. And then the
18 middle -- I won't call her a middle child, I'm sorry.
19 My daughter is Jordyn, J-O-R-D-Y-N. She's 20. And
20 then I've got Jake or Jason, Jr. He is 18.

21 Q. He's the one that's about to start college?

22 A. Yes, he is.

23 Q. How old is Hunter?

24 A. Hunter is 24.

25 Q. Have you ever given a deposition?

1 Q. So, after you are in this training unit --
2 about how long does that last?

3 A. It's hard to remember because it's been so
4 long ago, but I'm thinking maybe around six months or
5 so because I -- we went through training materials, I
6 had to get licensed, things like that. So, at least
7 six months, maybe a little longer.

8 Q. What did you do after completing -- well, let
9 me just ask you this.

10 While you were part of the training unit, I
11 presume that, as the name implies, you received
12 training from State Farm; right?

13 A. Yes, I did.

14 Q. Tell me a little bit about what you remember
15 about your training when you started with that
16 training unit.

17 A. From what I remember, it's been a long time
18 ago, but I believe we had to go through some type
19 of -- I don't remember if it was online or book
20 training or what it was, but there was some type of
21 training that we had to go through. There were some
22 tests, quizzes that we had to take. I remember that.
23 I remember that we had to go to claims school in
24 Bloomington, Illinois. I believe that was around a
25 three-week long training. Then there were a lot of

1 ride-alongs and things with State Farm adjusters,
2 catastrophe team adjusters, things like that, since
3 it was a big tornado and lots of damage.

4 Q. So, in this training where you worked through
5 a workbook or modules of some sort, what types of
6 things was that focused on? The policy? Claims
7 mechanics? What are you learning?

8 A. Oh, gosh. You're asking me to remember
9 things --

10 Q. I gotcha.

11 A. -- from so far ago.

12 I'm sure it was policy. I mean that's -- we
13 had to learn the homeowners policy front and back.
14 I'm sure it was other things, you know, safety,
15 ladder safety, you know, things like that. But --

16 Q. Regular workplace type training, HR and that
17 kind of thing?

18 A. Yes. All the HR stuff. All the HR stuff.

19 Q. And then, during the three-week training in
20 Bloomington, do you remember what types of things you
21 covered there?

22 A. Well, in Bloomington they had a -- I mean, it
23 was a really neat setup. They had -- inside of a
24 building they had these manufactured homes and
25 different things set up with scenarios, like a little

1 fire, you know. And they had, you know, estimating
2 type training scenarios. They had places where you,
3 you know, put your ladder up and they tested you on
4 how safe you were in how you positioned your ladder
5 and climbing roofs and were you able to climb the
6 roof. There was a lot of different things available
7 to us there for that three weeks. And, at the end,
8 we had to take a test and -- yeah.

9 Q. So, you know, working on some mockups of,
10 you know, not actual buildings but mockups of
11 buildings and different types of building materials?

12 A. Yes.

13 Q. You probably had some mockups of some
14 different styles of roofs; right?

15 A. Yes.

16 Q. Did you receive training, either in
17 Bloomington or later in your career, you know, on
18 identifying damage on properties?

19 A. Absolutely.

20 Q. Including hail damage?

21 A. Yes.

22 Q. Anything else you can remember about the
23 training unit or the time in Bloomington.

24 A. Just the funny story where we -- they had a
25 mock crawl space and we had to show that we could

1 crawl through the crawl space. And they had funny
2 little -- a fake rat and things, just kind of scary.
3 I mean, I don't know if it really scared anyone, but,
4 you know. So, they tested you on all types of
5 scenarios that you could do as an adjuster for --

6 Q. Hopefully they put some, you know, jagged
7 concrete and rocks and some mud and other things,
8 lovely things that we encounter in crawl spaces in
9 Oklahoma.

10 A. Not as -- nothing would prepare me for the
11 crawl spaces that I actually crawled through, so, no.

12 Q. They weren't able to simulate the August heat
13 in Oklahoma in a crawl space?

14 A. No, they would not be able to do that.

15 Q. And so, if my -- we talked earlier about math
16 and I confessed at being pretty bad at it. But it
17 sounds like you were with the company for 20 years or
18 a little longer; is that right?

19 A. A little over 21.

20 Q. Okay. Who were some of the -- well, I guess
21 let me finish getting the timeline.

22 So, after you leave the training unit, where do
23 you go?

24 A. I start as -- I believe it was called a
25 structural damage estimator or SDE for short. We

1 with Mr. Marks and one of his colleagues, did you
2 have any other discussions with Mr. Marks about your
3 departure or your intent to depart from State Farm?

4 A. I believe after I left State Farm and went to
5 AFR, I might have called him and said, "Hey, just so
6 you know, I'm switching over to AFR, left State Farm,
7 got this job."

8 I mean, it might have been just a -- kind of a
9 "In case you try to reach me for State Farm, I'm not
10 there anymore" kind of phone call.

11 Q. Well, tell me, why did you agree to serve as
12 a witness for the Bates in this case?

13 A. I just felt like -- I mean, I'm just here to
14 tell the truth. And, again, the reason why I left
15 State Farm is I wasn't happy with what I was being --
16 you know, it still upsets me, but what I was told
17 that I couldn't do on claims after being with the
18 company for 15-plus years and feeling like I knew
19 what I was doing, I knew what hail damage was, and to
20 be -- I mean, my authority was totally taken away
21 from me on totaling roofs. So, I was told that I
22 had -- everyone on our team did not have any
23 authority anymore to total roofs because we were
24 paying for too many roof claims. When we had -- when
25 we did an inspection, we were not allowed to -- when

1 what I'm saying here. I'm saying that on the ones
2 that I legitimately felt like there was some damage
3 from hail, from new hail that I felt like that the
4 roof should be totaled, that I was told to deny the
5 whole thing, and that -- that was difficult. And
6 that happened numerous times, over and over again.

7 So, I mean, there were times that I went home
8 and -- anyway, there were times that I got really
9 upset at home after some of those conversations.

10 So, that's -- I just -- I'm just here to tell
11 what my truth is and what my experience was.

12 Q. Okay. At any point during this time frame,
13 when you felt like your authority was being taken
14 away from you --

15 A. Yes.

16 Q. -- did you ever address that with anyone at
17 State Farm?

18 A. Well, I had -- we all had conversation --
19 when I say "we all," I mean other people on my team
20 had conversations with Jacqueline about our concerns.
21 I mean, it was -- we all did get our authority taken
22 away. It wasn't that I felt like it; we were told we
23 did not have authority to total any roofs, that
24 before we -- before we totaled a roof, we had to send
25 her pictures either via text message on our phones or

1 email her pictures or give her a call with our
2 pictures pulled up once we've uploaded them into the
3 computer and go over those pictures.

4 So, before I could put anything in the file
5 notes-wise besides "inspected roof," maybe, you know,
6 "complete notes to follow," you know, something like
7 that, just so somebody else could go in and see that
8 I did inspect it, I had to talk to her and find out
9 what she's going to let me do and what I needed to
10 say on it.

11 Q. Did you use scope sheets at your inspections?

12 A. Yes.

13 Q. And you were still filling out your
14 scope sheets when you inspected and took the
15 photographs. True?

16 A. Partially. I mean, you know, I would mark
17 some things sometimes. I -- I definitely --
18 you know, the measurements were there. I'd draw out
19 where my test squares were. You know, just kind of
20 depending on the phase, like when I was able to reach
21 her -- if I was up on a roof and I was able to reach
22 her, then I would -- if she said, "Yeah, that
23 definitely looks like hail. Let's see -- you know,
24 if you have some soft metal damages, let's see
25 those," you know, so then I would send those. And if

1 my discussion.

2 Q. Yeah. So, you said that you didn't -- it
3 sounds like you're saying, after you started working
4 with Jacqueline, you didn't mark your test squares
5 with chalk?

6 A. Not all the time because I was told that I
7 needed to send pictures to her with that information
8 so that she could tell me whether or not it was
9 totaled or not.

10 Q. Do you still count hail hits on roofs?

11 A. I tried to. If I was able to reach her, I
12 would count them. It was just -- it was very
13 difficult and very awkward. I just remember it being
14 very awkward as to what I was going to be able to do
15 on roof claims.

16 Q. Did you still make calls based on your
17 test squares and the hits that you counted that
18 you -- you know, to -- did you still total certain
19 slopes on certain roofs that you investigated?

20 A. I had to wait and hear back from her whether
21 or not I could.

22 Q. But ultimately you still totaled slopes on
23 roofs; right?

24 A. If she told me I could, yeah. I just
25 couldn't make that decision on the fly right there,

1 you know, on the roof.

2 Q. Do you still fill out a scope sheet?

3 A. I filled out the scope sheet, but I remember
4 leaving some things off sometimes if we were going
5 discuss it further, if I couldn't reach her and then
6 having to, you know, fill that out and then even
7 waiting to put my notes in the file because I was
8 told -- I believe there was one at the very beginning
9 where I put in my notes -- and I don't remember a
10 claim or a number or anything like that -- but that I
11 put in there "talked to TM," you know, something
12 about was told not -- you know, "the roof will not be
13 a total loss" or something to that effect. Then I
14 was told after that one that I did not -- do not put
15 her name in there.

16 Q. Do you still take photos?

17 A. Yes.

18 Q. Still prepare estimates?

19 A. Yes.

20 Q. Do you still talk to contractors?

21 A. Yes.

22 Q. What is collateral damage?

23 A. Collateral damage would be any -- from what I
24 can remember -- it's been a while -- but collateral
25 damage is any damage that's not direct damage to the

1 A. Yes.

2 Q. Did you still look for -- at the granules to
3 determine whether they were embedded or crushed into
4 a mat?

5 A. Yes.

6 Q. Anything else you remember about what you
7 were trained to identify as hail damage by
8 State Farm?

9 A. I just remember with Jacqueline that it was
10 more about, you know, feeling like -- you know,
11 sometimes feeling the underside of the shingle to see
12 if it actually embedded further into the mat.
13 You know, there was "old" versus "new hail" terms,
14 but the term "new hail" -- well, no. The term
15 "old hail" we were prohibited to use in our log
16 entries because sometimes she would tell me that that
17 was wear and tear, but I didn't agree with that.
18 Why -- why were we -- because when I -- to kind of
19 back up. This just kind of reminded me of it.

20 When I used to, before her, do an inspection on
21 a roof, there might be -- you know, let's say it's a
22 10-year-old roof. Okay? And the shingles were
23 damaged recently by a storm in May. But maybe they
24 had another storm maybe in May of last year, but they
25 had been with us for 10 years and they hadn't turned

1 in a claim. My training, up until Jacqueline, was
2 that, you know, if they've got old and new
3 hail damage, you put that in your notes. You know,
4 "I found, you know, hail hits from current storm, old
5 and new hail damage, total of all, you know, warrants
6 replacement" or something to that effect. "Roof is
7 not reparable due to old and new hail damage on the
8 roof."

9 But I was told not to use the word
10 "old hail damage," that we needed to use the word
11 "wear and tear."

12 So, on some -- some claims, you know, if maybe
13 it was just lots of old damage but they've, you know,
14 been with us for a while and it was -- it was still
15 hail but they just -- they were trying to either save
16 their deductible or try to wait and make sure it was
17 actually totaled because they didn't want to have
18 some more claims, you know, then that was something
19 where we would deny that claim under her. But we
20 wouldn't call it "old hail damage," we would -- I
21 was -- I was directed to, in my notes, to say
22 "wear and tear."

23 Q. We talked earlier about the fact that one of
24 the jobs of an adjuster is to determine that the
25 damage that's being claimed occurred during the

1 I'm sure that there was some other, you know --
2 I just don't remember specifically anything.

3 Q. Okay.

4 A. But definitely no Haag certification.

5 Q. Anything else that was different about the
6 Haag training that you felt was different than what
7 you --

8 A. I just remember -- because I did ask the
9 question because it just kind of opened my eyes a
10 little bit to just some differences of opinion on
11 what I considered hail and what I was -- just
12 recently coming off of another job with another
13 company, you know, a lot of it was in line, but then
14 there was some other stuff where we talked about old
15 damage and, you know, things like that that kind of
16 stood out. I really now more firmly -- after taking
17 that training, more firmly believe about what old
18 damage looks like and things like that.

19 Q. Ms. Lanier, do you dislike Jacqueline Draper?

20 A. I thought she was a great person. She had a
21 great personality. I didn't get to know her that
22 well, but I liked her. I just didn't -- I mean, the
23 practices were -- I didn't really agree with the
24 practices. But...

25 Q. Did you have any experience with Ms. Draper

1 that you felt demonstrated that Ms. Draper was
2 untruthful or dishonest?

3 A. I think -- looking back, I think she had good
4 intentions, but the fact that she didn't let me make
5 that decision and if I disagreed with that decision,
6 I would -- in my notes, I had to wait to put my notes
7 in until I talked to her about what the coverage
8 decision was going to be, and so then I had to put in
9 the notes as if that was my decision. So I didn't --
10 I felt uneasy about that. I don't know that that was
11 a dishonesty, I just feel like that was a directional
12 coverage opinion and her direction on what -- how I
13 needed to -- how we needed to do our claims. It
14 wasn't just me, it was everyone that kind of had --
15 that we had to do that.

16 Q. Did you have conflicts with Ms. Draper while
17 working with her?

18 A. No. I mean, I would tell her, "I'm just not
19 sure. I feel like we should total this roof," or
20 whatever. But there was never any arguments or
21 anything that I would consider a conflict with her.

22 Q. Speaking over the 20-plus-year term that you
23 were there, did you have a positive experience
24 working at State Farm?

25 A. I did.

1 MR. LEFFEL: I have confirmed I have no
2 further questions at this time.

3 THE WITNESS: Okay.

4 EXAMINATION

5 BY MS. LANDEROS:

6 Q. Amy, Ms. Lanier, I have just, I think, a
7 couple.

8 A. Sure.

9 Q. When you had said that, you know, in the
10 beginning you would make a note that you had sent,
11 you know, the pictures to your team manager and your
12 team manager said, "This is not hail," but then you
13 were told to not put her name in the file anymore.

14 A. Yes.

15 Q. Who told you that, to not put the name in the
16 file anymore?

17 A. Jacqueline did.

18 Q. When you had, you know, mentioned in one of
19 these meetings that you were concerned about the way
20 claims were being handled under Jacqueline Draper and
21 that you were afraid that the company was going to
22 get sued, did you ever get a response to that?

23 A. The -- I had that conversation with Janice
24 and Kelly and also mentioned that to Jacqueline, but
25 I think that the conversation with Jacqueline was

1 can't do."

2 But, yes, then after -- I guess somehow it went
3 back to her in some way because then we got the
4 direction to not -- we are not to say anything about
5 that anymore.

6 Q. And when you say "her," do you mean
7 Ms. Draper?

8 A. Yes. Sorry. Yes.

9 Q. I think we kind of alluded to this, but I
10 want to make sure that this has been asked at least.

11 Old hail, does that equal wear and tear?

12 A. No. My opinion is it does not because you
13 can differentiate between old hail that has maybe
14 worn -- I mean, yeah, old hail will wear just like
15 any other damage on a roof will wear. But wear and
16 tear to a roof is not inclusive of -- when I used to
17 put my log entries and my notes in the files, I would
18 differentiate between if I found old hail with wear
19 and tear, the same as I would differentiate between
20 old hail, wear and tear, and maybe some blistering or
21 bruising or nail pops or wind damage, missing
22 shingles. I would differentiate those things in my
23 mind and separate those out.

24 Q. Now, under the policy with State Farm, any of
25 the homeowners policies, hail is a covered cause of

1 loss, isn't it?

2 A. Yes.

3 Q. Is wear and tear a covered cause of loss?

4 A. No.

5 Q. And so, by changing the wording in your file,
6 you are no longer allowed to say "old hail," you have
7 to say "wear and tear" --

8 A. Yes.

9 Q. -- does that indicate to you that they were
10 trying to get something that initially would have
11 been a covered cause of loss into something that was
12 not a covered cause of loss?

13 MR. LEFFEL: Objection, leading, calls for
14 speculation.

15 You can go ahead.

16 THE WITNESS: Okay. In my mind, when I got
17 that direction, I felt like it was kind of like a
18 coverup, but I -- you know, I just followed the
19 direction of what they told me to do. And again,
20 that's part of what kind of ate away at me in the new
21 practices and things like that that we were told to
22 do.

23 Q. (By Ms. Landeros) We talked a little bit
24 about your authority level. And I know you mentioned
25 the number 75,000. And if I'm understanding your