IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST, Plaintiffs, vs. STATE FARM FIRE AND CASUALTY COMPANY and NANCY HOLCOMB INS. AGENCY, INC., Defendants.	)	Case No. CJ-2025-135 Judge Sheperd

DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY'S MOTION TO STRIKE PLAINTIFFS' MOTION TO COMPEL DISCOVERY, REQUEST FOR EXTENSION AS APPLICABLE, AND BRIEF IN SUPPORT

Plaintiffs have failed to comply with the first requirement for presenting discovery disputes to the Court—to meet and confer in person or by telephone to try and resolve them and then frame them correctly to the Court based on what remains at issue. 12 O.S. § 3237(A)(2). Their counsel are certainly aware of the requirement—they certified to the Court in Plaintiffs' Motion to Compel Discovery filed on December 17, 2025 that they "in good faith, conferred with State Farm's counsel in an effort to obtain the discovery at issue without court action." Pls.' Mot. to Compel Discovery at 1, Dec. 17, 2025. No such conference occurred in this case. Plaintiffs specifically did not comply with their § 3237 obligations, and instead continue to complicate rather than narrow the issues thereby burdening the Court and Defendant State Farm Fire and Casualty Company ("State Farm"). Given this disregard for the statute and the habit that is developing, State Farm moves to strike Plaintiffs' Motion to Compel and asks the Court to order Plaintiffs' counsel to comply with the Discovery Code. In the event that the Court does not strike the Motion, State Farm requests that its time to respond to the Motion to Compel be deferred until 10 days after the Court's ruling on this Motion or as otherwise directed by the Court.

BACKGROUND

This case involves a dispute between Plaintiffs and State Farm regarding the scope of damage to Plaintiffs' house following a storm on or about June 15, 2023. Pet., ¶ 40(a). Plaintiffs allege they submitted a claim to State Farm, and an adjuster inspected the property and "not[ed] damage to a portion of the ... gutters, window screens, outdoor fencing, and water damage to .... interior paint." *Id.* at ¶ 40(d). State Farm prepared an estimate "in the amount of $4,775.89 for the cost to repair and/or replace the damage." *Id.* at ¶ 40(e). Plaintiffs disagreed with State Farm's decision and requested a second inspection. *Id.* at ¶ 40(f). They allege State Farm sent a different adjuster to conduct the inspection, who confirmed that there was no damage to the roof shingles but "slightly increased reported damage to the items identified in the first estimate," resulting in a "payment of $1,274.67." *Id.* at ¶ 40(f)-(g). Plaintiffs contend their roof is a total loss and they are entitled to a total roof replacement that, according to their public adjuster, will cost approximately $51,000.

Plaintiffs sued State Farm and their State Farm agent, the Nancy Holcomb Insurance Agency, Inc., on February 28, 2025. State Farm removed the case to federal court on April 7, 2025, and the action was remanded on or around August 25, 2025. Two days later, on August 27, 2025, Plaintiffs served their First Set of Discovery Requests to State Farm, which included 30 interrogatories, 44 requests for production of documents, and 30 requests for admission (the "Discovery Requests"), seeking voluminous documents and vast amounts of irrelevant information that is in no way proportional to the needs of this case. Indeed, because Plaintiffs' counsel simply copied and served discovery requests issued in other cases pending against State Farm, their Discovery Requests are untailored to this case. State Farm timely responded without requesting an extension on September 29, 2025. It objected to many of the excessive requests but responded to all case-specific requests, agreed to produce claim-specific information, including the claim file, policy, and underwriting file, and agreed to produce other institutional training and claim handling procedure documents subject to a protective order. State Farm attached to its discovery responses a proposed protective order, but Plaintiffs never responded to that proposed protective order.

Plaintiffs counsel did not write State Farm with claimed deficiencies in State Farm's discovery responses, nor did Plaintiffs' counsel confer about the responses at any time. Instead, Plaintiffs filed a Motion to Compel on December 17, 2025, certifying to the Court that a discovery conference had occurred in compliance with 12 O.S. § 3237(A)(2).

This is one of many cases that the undersigned counsel has with counsel for Plaintiffs herein, and the discovery has been identical or nearly identical across all cases without regard to the facts or the forum. Counsel have in fact had discovery conferences about this same discovery ***in other cases***, without resolution. However, there is no authority to support the notion that prior conferences in other cases excuse a conference here. Further, there are in fact points State Farm would make that should result in narrowing some requests in the Motion to Compel.

Among the discovery requests Plaintiffs seek to compel are:

- Interrogatory No. 3 seeking identification of cases where a total roof replacement was denied before litigation was filed but paid after. That did not occur here.
- Interrogatory No. 14 seeking information about State Farm's use of engineers on claims. There was no engineer engaged on this claim nor any argument that there should have been.

These are only the most glaring examples of the requests on which there is no basis to move to compel (there are others), and which State Farm would have urged Plaintiffs' counsel to withdraw in a conference, had it occurred.

On December 22, 2025, counsel for State Farm emailed counsel for Plaintiffs advising of the failure to engage in a discovery conference, asking counsel to withdraw the motion, and offering to confer. *See* Email from Timila Rother to Pls.' Counsel, Dec. 22, 2025, attached hereto as Ex. 1. As of the filing of this Motion, Plaintiffs had not responded. The Motion to Compel should be denied or stricken until the required conference under 12 O.S. § 3237(A)(2) occurs and the Motion to Compel is revised to at least eliminate matters on which Plaintiffs have no good-faith basis to bring a Motion.

ARGUMENT AND AUTHORITIES

Oklahoma law requires parties to make a "*sincere* attempt to resolve discovery differences" before seeking judicial intervention. *Johnson v. Old Republic Ins. Co.*, No. 10-CV-460-JHP-FHM, 2012 WL 1672995, at *1 (N.D. Okla. May 14, 2012); 12 O.S. § 3237(A)(2) (requiring that a motion to compel "include a statement that the movant has in good faith conferred or attempted to confer either in person or by telephone with the person or party failing to make the discovery in an effort to secure the information or material without court action); *see also* 12 O.S. § 3226.1(A) (obligating parties moving for an order authorizing discovery to certify that they have "in good faith conferred or attempted to confer ... with other affected parties in an effort to resolve the dispute without court action").[1] This is for good reason: a genuine meet and confer process will narrow the issues, elucidate the parties' positions, and ensure that time and expense are not unnecessarily wasted on things the parties could work out themselves. *See Bush for Est. of Garland v. Bowling*, No. 19-CV-98-GKF-FHM, 2020 WL 3073093, at *1 (N.D. Okla. June 10, 2020). Where, as here, a motion to compel is filed before the meet-and-confer process can be completed (or even started), the briefing presented to the Court is not meaningful and covers extraneous

[1] This is even more true after the 2017 amendments to the Oklahoma Discovery Code, which were modeled after the 2015 amendments to the Federal Rules of Civil Procedure. These amendments were designed to "make express the obligation of judges and lawyers to work cooperatively in controlling the expense and time demands of litigation," and to "highlight[] the point that lawyers—though representing adverse parties—have an affirmative duty to work together, and with the court, to achieve prompt and efficient resolutions of disputes." Roberts, C.J., "2015 Year-End Report on the Federal Judiciary," p. 6, Dec. 31, 2015, *available at* https://www.supremecourt.gov/publicinfo/year-end/2015year-endreport.pdf.

issues, resulting "in nothing more than a waste of the Court's time and resources." *Wells Fargo Bank, N.A. v. LaSalle Bank Nat. Ass'n*, No. CIV-08-1125-C, 2010 WL 2594828, at *2 (W.D. Okla. June 22, 2010) (admonishing the parties for similar behavior and threatening to impose sanctions in the future). Thus, when faced with such premature motions, courts may either strike them or deny them altogether. *See, e.g., United States v. Grose*, No. CR-09-0191-F, 2014 WL 12687487, at *2 (W.D. Okla. Apr. 17, 2014) (striking motion to compel for failure to comply with meet-and-confer obligations, among other reasons).

Plaintiffs have made no attempt, let alone a "sincere attempt," to confer with counsel for State Farm about its discovery responses. *Johnson*, 2012 WL 1672995 at *1. Discovery conferences in identical cases without resolution do not satisfy the rule and regardless, there were, at a minimum, interrogatories and document requests that State Farm would have urged to be withdrawn because they have no good-faith basis, as the subject matter covered—post-litigation claim payments and engineers—do not exist in this case. Plaintiffs' Motion to Compel raises vast discovery issues that violate all rules of proportionality and State Farm outright objects to many of them, though it has agreed to produce claim-specific documents and even more institutional training, policies, and procedures when a protective order is entered (the offer of which Plaintiffs have ignored). Given the volume of requests, the narrowing or elimination of even a few, as identified above, is meaningful. Plaintiffs' counsel made no effort to do so, though they certify that they did. The Motion to Compel is premature, complicates rather than streamlines issues, and wholly fails to comply with the Discovery Code. It also represents an unacceptable pattern of unreasonable filings by Plaintiffs' counsel, given that they have prematurely filed motions to compel on behalf of other plaintiffs in cases pending against State Farm. State Farm requests that the Motion be stricken for failure to comply with Oklahoma statute.

In the event that the Court does not strike the Motion, State Farm requests that its time to respond be deferred until 10 days after the Court's ruling on this Motion or as otherwise directed by the Court.

CONCLUSION

Based on the foregoing, Plaintiffs' Motion to Compel should be stricken to be refiled if necessary after the process required by 12 O.S. § 3237(A)(2) has been completed. In the event that the Court does not strike the Motion, State Farm requests that its time to respond be deferred until 10 days after the Court's ruling on this Motion or as otherwise directed by the Court.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT STATE FARM FIRE AND CASUALTY COMPANY

CERTIFICATE OF SERVICE

This is to certify that on the 31st day of December, 2025, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

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Paige Masters

From:	Timila S. Rother
Sent:	Monday, December 22, 2025 4:49 PM
To:	Blake Sonne; Paige Masters
Cc:	Amanda Finch; Debra Lawson; Karen Stratton; Brad Beskin; Hannah Whitten; James Warner; Jake Denne; Michael Burrage; Reggie N. Whitten; John Sanders; Colby Stephenson; brad@burgess-hightower.com; Amanda Finch
Subject:	RE: West v. State Farm, No. CJ-2025-135, Comanche County District Court - Plaintiffs' Second Set of Discovery Requests

Counsel,

I received your Motion to Compel in West on December 17. We did not have a discovery conference in West and so your certification in your motion is not true. The fact that we have not had much ability to compromise is not a reason to ignore the rule and tell the Court the requirements were met. There are things that can and should be narrowed in your motion including topics that are completely inapplicable – engineers and post-litigation claim payments, for example.

Please withdraw your Motion to Compel and let me know when you would like to confer. Otherwise, we will file a Motion to Strike it.

Thank you.
Timila

CROWE DUNLEVY
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EXHIBIT
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