

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

**Antonio Garcia v. LHM SWH, LLC, doing business as LHM
Southwest Hyundai Albuquerque; Liberty Mutual Insurance
Company; and Hyundai Capital America, doing business as Hyundai
Motor Finance**

Garcia · No. 1:25-cv-942-JMR-KRS · Decided February 25, 2026

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO
ANTONIO GARCIA, Plaintiff, v. No. 1:25-cv-942-JMR-KRS LHM SWH, LLC, doing business
as LHM Southwest Hyundai Albuquerque; LIBERTY MUTUAL INSURANCE COMPANY; and
HYUNDAI CAPITAL AMERICA, doing business as Hyundai Motor Finance, Defendants.
ORDER This matter is before the Court on Plaintiff's Opposed Motion To Compel Defendant
Liberty Mutual Insurance Company To Provide Complete Discovery Responses To First Set of
Discovery ("Motion") (Doc.

43). 1. The Motion is denied without prejudice as moot to the extent that the parties have resolved
their disputes concerning certain discovery requests. See (Doc. 63 at 1 (Plaintiff's Reply Brief In
Support Of Motion To Compel Defendant Liberty Mutual Insurance Company To Provide
Complete Discovery Responses To First Set of Discovery) (stating that Liberty Mutual's
supplemental responses have resolved the Motion as to Interrogatory 1 and Request for
Production 3).

2. The Motion is granted as to the remaining disputed discovery request (Interrogatory 4). 3.
Interrogatory 4, and Liberty Mutual's response, state as follows: INTERROGATORY NO. 4: For
each affirmative defense you asserted in your Answer to Plaintiff's Complaint for damages, state
the factual basis for the defense and identify all documents and witnesses you may use in support
of that defense.

ANSWER: Liberty Mutual states that the assertion of defenses raised in its Answer are self-
explanatory and may be amended or withdrawn through the course of the litigation, depending on
the evidence uncovered. Liberty Mutual specifically reserves the right to assert and maintain any
affirmative defense as would be supported by the facts developed. (Doc. 44-1 at 3).

4. Liberty Mutual's objections to Interrogatory 4 are without merit. Liberty Mutual's Answer to
the Complaint asserts nineteen separate "defenses." See (Doc. 3 at 9-11). Even if the defenses
were "self-explanatory" (the Court agrees with Plaintiff that they are not), and even if "self-
explanatory and may be amended or withdrawn" were valid objections that can be made to a

discovery request (again, the Court agrees with Plaintiff that they are not), Plaintiff is entitled to a complete response to Interrogatory 4.

See, e.g., FED. R. CIV. P. 26(b)(1) (permitting parties to obtain discovery regarding “any nonprivileged matter that is relevant to any party’s...defense”); FED. R. CIV. P. 26(a)(1)(A)(1)(i) (requiring parties to make initial disclosures of any “individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its ... defenses”); FED.

R. CIV. P. 26(a)(1)(A)(1)(ii) (requiring parties to identify and produce as part of their initial disclosures all documents “that the disclosing party ... may use to support its ... defenses”).¹ 5. If Liberty Mutual does not, at this time, have any facts, witnesses, or documents to support a defense, its response to Interrogatory 4 should so state. If Liberty Mutual later becomes 1 See also *Williams v. Sprint/United Mgmt.*

Co., 235 F.R.D. 494, 501 (D. Kan. 2006) (“Plaintiffs may not answer the interrogatory by generally referring Defendant to the pleadings filed in this case Absent compliance with Rule 33(d) or attachment of the appropriate documents, a responding party may not answer an interrogatory by directing the party propounding the interrogatory to find answers from previously produced documents or identified witness lists.”). aware of facts or witnesses or documents in discovery to support those defenses, then it would have to supplement its discovery response within 30 days of becoming aware of those facts or witnesses or documents.

See (Doc. 26 at 2 (f)). If Liberty Mutual determines at any time that it will be not be able to provide evidentiary support for some or all of its defenses, it may withdraw those defenses. Until it does so, however, the defenses are subject to discovery.” 6.

Therefore, Liberty Mutual is ORDERED to serve Plaintiff with a supplemental response to Interrogatory 4, answering the Interrogatory fully, based on information presently known to it. Liberty Mutual’s supplemental response to Interrogatory 4 shall be served on or before March 18, 2026. Notice of Compliance with this Order shall be filed on the docket simultaneous with service of the supplemental response.

7. The Court finds that each party’s respective position in connection with Doc. 43 was reasonable, and therefore the Court will not award fees for the present Motion. ACCORDINGLY, Plaintiff’s Opposed Motion To Compel Defendant Liberty Mutual Insurance Company To Provide Complete Discovery Responses To First Set of Discovery (“Motion”) (Doc. 43), is denied in part without prejudice as moot, and is granted in part as set forth above.

IT IS SO ORDERED this 25th day of February, 2026. KEVINR.SWEAZEA sits UNITED STATES MAGISTRATE JUDGE 2 See, e.g., *StairMaster Sports/Med. Prods., Inc. v. Groupe Procycle, Inc.*, 182 F.R.D. 117, 119 (D. Del. 1998) (holding it was improper for the defendant to

refuse to respond substantively to discovery requests relating to its affirmative defenses on the ground of prematurity, stating that the defendant had “decided effectively to grant itself a stay of discovery” insofar as its affirmative defenses were concerned, allegedly because of the fact that it had no relevant information to support the defenses and was simply waiting in the hopes that plaintiff would unilaterally produce supporting information).

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