

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

Susan P. Moran, et al. v. State Farm Fire and Casualty Company

Moran · No. CIV-24-880-PRW · Decided February 20, 2026

SUMMARY

The United States District Court for the Western District of Oklahoma denied Plaintiffs’ motion to compel without prejudice because the parties had not satisfied the local meet-and-confer requirement and had misstated aspects of the discovery requests. The court denied Plaintiffs’ motion to stay all deadlines as moot.

CASE DETAILS

COURT	United States District Court for the Western District of Oklahoma
WRITING FOR THE COURT	Patrick R. Wyrick
JURISDICTION	United States District Court for the Western District of Oklahoma
DECIDED	February 20, 2026
DOCKET	CIV-24-880-PRW
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved to compel discovery and to stay all deadlines in a diversity insurance action. The district court denied the motion to compel without prejudice for failure to satisfy the meet-and-confer requirement and denied the motion to stay as moot.
STANDARD OF REVIEW	The court applied the procedural requirements governing discovery motions under Local Civil Rule 37.1 and Federal Rule of Civil Procedure 37(a)(1); no appellate standard of review was applicable.
PRECEDENTIAL VALUE	unknown
PARTIES	Susan P. Moran, et al. v. State Farm Fire and Casualty Company

TOPICS

- discovery dispute
- civil procedure
- insurance
- commercial litigation

PRACTICE AREAS

- civil procedure
- insurance
- commercial litigation

QUESTIONS PRESENTED

1. Whether plaintiffs satisfied Local Civil Rule 37.1's requirement that counsel make a genuine, good-faith, and sufficiently current effort to resolve a discovery dispute before filing a motion to compel.
2. Whether the court should stay all case deadlines because similar discovery motions had been granted in state court and State Farm allegedly anticipated seeking writs of prohibition from the Oklahoma Supreme Court.

HOLDINGS

1. A conference held approximately ten months before the motion to compel, and before the defendant made additional discovery productions, did not satisfy Local Civil Rule 37.1's requirement of a genuine and good-faith effort to resolve the parties' current discovery differences.
2. The motion to stay was denied as moot after the court denied the motion to compel.

KEY QUOTATIONS

“The purpose of the meet-and-confer requirement is to encourage the parties to resolve discovery disputes without needlessly involving the courts. The parties here must make a genuine effort to resolve their differences before filing discovery motions.” (at 2–3)

“A supposed conference occurring ten months before filing a motion to compel and before Defendants produced additional discovery does not satisfy Local Rule 37.1.” (at 3)

“Because it appears the parties have not attempted to sincerely resolve their differences, the Court DENIES Plaintiffs’ Motion to Compel (Dkt. 45) without prejudice to refiling.” (at 3–4)

FACTUAL BACKGROUND

Plaintiffs alleged that State Farm engaged in a statewide pattern or practice of denying or underpaying wind-and-hail insurance claims and asserted that newly received discovery suggested the alleged scheme affected their own claim. They sought additional interrogatory answers and documents concerning State Farm's Wind-Hail Fire Model Enhancement Team and related matters. The parties' only identified meet-and-confer occurred in March 2025, nearly ten months before the motion to compel, and State Farm made additional productions after that conference.

PROCEDURAL HISTORY

Plaintiffs filed a motion to compel responses to interrogatories and requests for production concerning an alleged State Farm wind-and-hail claims-handling scheme. They also moved to stay all deadlines based on anticipated Oklahoma Supreme Court proceedings involving similar discovery orders. The court found that the parties' prior meet-and-confer, held approximately ten months before the motion and before additional discovery was produced, did not satisfy Local Civil Rule 37.1, denied the motion to compel without prejudice, and denied the motion to stay as moot.

DISPOSITION

other

CASES CITED

- Harvest Group LLC v. Love’s Travel Stops & Country Stores, Inc., No. CIV-20-00435-JD, 2024 WL 4880747, at **4–5 (W.D. Okla. Nov. 25, 2024)
- Morgan v. Provident Life & Accident Ins., Co., No. CIV-20-180-D, 2023 WL 7927784, at *1 (W.D. Okla. Nov. 16, 2023)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA SUSAN P. MORAN, et al.,)) Plaintiffs,)) v.) Case No. CIV-24-880-PRW) STATE FARM FIRE AND CASUALTY) COMPANY,)) Defendant.) ORDER Before the Court are Plaintiffs’ Motion to Compel (Dkt. 45) and Motion to Stay All Deadlines and Brief in Support (Dkt. 46).

For the following reasons, the Court DENIES both Motions (Dkts. 45, 46). This case involves one of the several “pattern and practices” claims against State Farm in the state and federal courts. Generally put, plaintiffs in these cases allege that State Farm engaged in a statewide scheme to systematically deny or underpay insurance claims for wind and hail damage to homes.

Here, Plaintiffs state they have come to believe, due to newly received discovery, that State Farm’s scheme impacted its handling of their own insurance claim. Accordingly, Plaintiffs have filed a motion to compel (Dkt. 45), requesting an order compelling Defendant to “(1) provide full and complete answer to Plaintiffs’ Interrogatories and (2) produce all documents responsive to Plaintiffs’ Requests for Production regarding the same.”¹ Plaintiffs assert that the requested documents and 1 Mot. to Stay (Dkt.

46), at 1. information all relate to the alleged scheme. On January 27, 2026, Plaintiffs filed a Motion to Stay (Dkt. 46). Plaintiffs argue that motions to compel nearly identical to theirs have been granted in state court, and State Farm will file a writ of prohibition to prevent their enforcement with the Oklahoma Supreme Court. Due to the anticipated writs, this Court, Plaintiffs assert, should stay all deadlines in this matter to streamline discovery issues, prevent potential conflicts with the Oklahoma Supreme Court, and increase judicial efficiency.

Local Civil Rule 37.1, implementing Federal Rule of Civil Procedure 37(a)(1), requires that “this court shall refuse to hear any [discovery motion] ... unless counsel for movant first advises the court in writing that counsel personally have met and conferred in good faith and, after a sincere attempt to resolve differences, have been unable to reach an accord.” Plaintiff certifies that they have conferred with Defendant’s counsel to obtain the discovery at issue.

Defendant, however, further explains that such conference occurred in March 2025, nearly ten months before the filing of the Motion to Compel. And, following the conference, Defendant provided additional productions relating to compromises made at the conference.

The purpose of the meet-and-confer requirement is to encourage the parties to resolve discovery disputes without needlessly involving the courts. The parties here must make a genuine effort to resolve their differences before filing discovery motions. A supposed conference occurring ten months before filing a motion to compel and before Defendants produced additional discovery does not satisfy Local Rule 37.1.

The necessity of a genuine attempt to meet-and-confer is especially apparent in light of the Motion to Compel's content. In its Opposition, Defendant points out numerous misstatements made by Plaintiffs in their Motion to Compel about the substance of interrogatories and requests for productions.² For example, Plaintiffs advance that "Interrogatory Nos. 11, 14, and 16, as well as Request for Production Nos. 14, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 target Documents and information related to State Farm's Wind-Hail Fire Model Enhancement Team[.]"³ But, as Defendant notes, only Request for Production No. 28 addresses the Enhancement Team.

Had the parties engaged in a sincere and more recent effort to come to an agreement, these discrepancies likely would have been identified and addressed without burdening the Court.⁴ Because it appears the parties have not attempted to sincerely resolve their differences, the Court DENIES Plaintiffs' Motion to Compel (Dkt. 45) without prejudice to refiling.

The Court therefore DENIES the Motion to Stay (Dkt. 46) as moot. 2 Resp. (Dkt. 51), at 6–7. 3 Mot. to Comp. (Dkt. 45), at 18. 4 See *Harvest Group LLC v. Love's Travel Stops & Country Stores, Inc.*, No. CIV-20- 00435-JD, 2024 WL 4880747, at **4–5 (W.D. Okla. Nov. 25, 2024) (denying a discovery motion under Local Rule 37.1 where the meet-and-confer took place four months prior to filing and the parties did not discuss all the discovery issues); *Morgan v. Provident Life & Accident Ins., Co.*, No. CIV-20-180-D, 2023 WL 7927784, at *1 (W.D.

Okla. Nov. 16, 2023) (denying a discovery motion because "[t]he record does not show a serious attempt by either side to meet and confer about the disclosure and discovery issues raised by Defendant's Motion before involving the Court."). IT IS SO ORDERED this 20th day of February 2026. PATRICK R. WYRICK UNITED STATES DISTRICT JUDGE