

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
OKLAHOMA

Scott Cole v. Allstate Vehicle and Property Insurance Company et al.

Cole · No. CIV-25-751-G · Decided March 30, 2026

SUMMARY

The United States District Court for the Western District of Oklahoma grants Scott Cole’s motion to remand an insurance-coverage action removed from Oklahoma state court. The Court concludes that complete diversity is lacking because Plaintiff and the insurance agency defendant are Oklahoma citizens, and it rejects Allstate’s fraudulent-joinder argument because Plaintiff’s negligent procurement claim against the agency is possibly viable under Oklahoma law. The case is remanded to the District Court of Oklahoma County, Oklahoma.

CASE DETAILS

COURT	United States District Court for the Western District of Oklahoma
WRITING FOR THE COURT	Charles B. Goodwin
JURISDICTION	United States District Court for the Western District of Oklahoma
DECIDED	March 30, 2026
DOCKET	CIV-25-751-G
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand an insurance dispute removed from Oklahoma state court on the basis of diversity jurisdiction and alleged fraudulent joinder of the nondiverse insurance agent.
STANDARD OF REVIEW	The removing party bears the burden of establishing federal jurisdiction and must prove fraudulent joinder with complete certainty. All factual and legal issues concerning fraudulent joinder are resolved in favor of the plaintiff, and the court determines whether there is any possibility of recovery against the nondiverse defendant.
PRECEDENTIAL VALUE	Unpublished district court order; precedential status not stated in the source.
PARTIES	Scott Cole v. Allstate Vehicle and Property Insurance Company, Matt Siebert Agency, LLC

TOPICS

subject matter jurisdiction

civil procedure

insurance coverage

negligence

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Allstate established fraudulent joinder by showing with complete certainty that Cole could not state a viable negligent procurement or misrepresentation claim against the nondiverse insurance agent.
2. Whether the absence of complete diversity required remand under 28 U.S.C. §§ 1332(a) and 1447(c).

HOLDINGS

1. Allstate did not meet its heavy burden to establish with complete certainty that Cole could not state a negligent procurement claim against Siebert in state court.
2. Complete diversity did not exist because Cole and Siebert were Oklahoma citizens, and remand to state court was required.

KEY QUOTATIONS

“The defendant seeking removal bears a heavy burden of proving fraudulent joinder, and all factual and legal issues must be resolved in favor of the plaintiff.”

“Plaintiffs have a “possibly viable” claim that, by Defendant Siebert’s fault, “insurance [was] not procured as promised and [Plaintiff] suffer[ed] a loss.””

FACTUAL BACKGROUND

Cole sought insurance coverage for hailstorm damage to the roof of his dwelling in Edmond, Oklahoma, allegedly caused by hailstorms in April 2023 and April 2024. He alleged that Siebert was informed of the property's condition and that Siebert represented the property and roof were in great condition and satisfied Allstate's underwriting requirements. After the policy was issued, Allstate denied Cole's claim based in part on alleged pre-existing damage, which Cole contended contradicted Siebert's representations.

PROCEDURAL HISTORY

Scott Cole filed suit in the District Court of Oklahoma County, Oklahoma, alleging breach of contract and breach of the duty of good faith and fair dealing against Allstate, and negligent procurement of insurance or misrepresentation against Matt Siebert Agency, LLC. Allstate removed the action to federal court, asserting diversity jurisdiction and fraudulent joinder. The court granted Cole's motion to remand because Allstate failed to establish with complete certainty that Cole could not state a viable claim against Siebert, resulting in a lack of complete diversity.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The Clerk was directed to send a certified copy of the order to the Clerk of the District Court of Oklahoma County, Oklahoma.

CASES CITED

- Penteco Corp. Ltd. P'ship—1985A v. Union Gas Sys., Inc., 929 F.2d 1519, 1521 (10th Cir. 1991)
- Fajen v. Found. Rsrv. Ins. Co., 683 F.2d 331, 333 (10th Cir. 1982)
- McPhail v. Deere & Co., 529 F.3d 947, 951 (10th Cir. 2008)
- Dutcher v. Matheson, 733 F.3d 980, 988 (10th Cir. 2013)
- Montano v. Allstate Indem., No. 99-2225, 2000 WL 525592, at *1-*2 (10th Cir. Apr. 14, 2000)
- Hernandez v. Liberty Ins. Corp., 73 F. Supp. 3d 1332, 1336 (W.D. Okla. 2014)
- Smoot v. Chi., Rock Island & Pac. R.R. Co., 378 F.2d 879, 882 (10th Cir. 1967)
- Swickey v. Silvey Cos., 979 P.2d 266, 269 (Okla. Civ. App. 1999)
- Rotan v. Farmers Ins. Grp. of Cos., 83 P.3d 894, 895 (Okla. Civ. App. 2004)
- Goebel v. State Farm Fire & Cas. Co., No. CIV-22-882-HE, 2023 WL 11883977, at *3 (W.D. Okla. Aug. 7, 2023)
- Oliver v. State Farm Fire & Cas. Co., 765 F. Supp. 3d 1244, 1250 (W.D. Okla. 2025)
- Nelson v. State Farm Fire & Cas. Co., 647 F. Supp. 3d 1189, 1194-95 (W.D. Okla. 2022)