

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
MISSOURI

Doleata Johnson v. State Farm Fire and Casualty Company

Johnson v. State Farm Fire & Casualty Co., Case No. 26-00001-CV-W-LMC (W.D. Mo. Mar. 5, 2026) · No. 26-00001-CV-W-LMC · Decided March 5, 2026

SUMMARY

The United States District Court for the Western District of Missouri considers Plaintiff Doleata Johnson’s motion to strike State Farm’s affirmative defenses under Federal Rule of Civil Procedure 12(f). The court holds that the defenses generally provide sufficient notice under Eighth Circuit precedent, declines to strike the failure-to-state-a-claim defense, and strikes State Farm’s reservation of the right to assert additional defenses. The motion is granted in part and denied in part.

CASE DETAILS

COURT	United States District Court for the Western District of Missouri
WRITING FOR THE COURT	Lajuana M. Counts
JURISDICTION	United States District Court for the Western District of Missouri
DECIDED	March 5, 2026
DOCKET	26-00001-CV-W-LMC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 12(f) to strike all of Defendant's affirmative defenses. The district court granted the motion in part and denied it in part.
STANDARD OF REVIEW	A motion to strike under Rule 12(f) is committed to the district court's discretion, and striking a pleading is an extreme and disfavored remedy.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Doleata Johnson v. State Farm Fire and Casualty Company

TOPICS

- affirmative defenses
- civil procedure
- insurance
- insurance bad faith
- breach of contract

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether State Farm's affirmative defenses were insufficiently pleaded under Federal Rules of Civil Procedure 8(b) and 8(c) and should be stricken under Rule 12(f).
2. Whether the Eighth Circuit's decision in *Crutcher v. MultiPlan, Inc.* requires affirmative defenses to satisfy the pleading standards of *Twombly* and *Iqbal*.
3. Whether failure to state a claim may be included as an affirmative defense and, if technically improper, whether it should nevertheless be stricken.
4. Whether a party may reserve the right in its answer to assert additional affirmative defenses discovered later.

HOLDINGS

1. In the Eighth Circuit, an affirmative defense need not satisfy the *Twombly* and *Iqbal* plausibility standards; a bare assertion may be sufficient under Rule 8(c) so long as the defense provides adequate notice and does not result in unfair surprise.
2. Although failure to state a claim is technically not an affirmative defense, the court may decline to strike it when leaving it in the answer causes neither harm nor benefit to either party.
3. A party may not reserve in its answer the right to assert additional affirmative defenses that later come to light during discovery; any later-added defenses must be asserted through the procedures governing amendment of pleadings.

KEY QUOTATIONS

“Such a measure, however, is considered “extreme and disfavored.”” (at 2)

“As long as ‘an affirmative defense is raised in the trial court in a manner that does not result in unfair surprise, technical failure to comply with Rule 8(c) is not fatal.’” (at 3)

“affirmative defenses that come to light during discovery are not automatically incorporated into an answer, and a party cannot ‘reserve the right’ to amend its answer once an affirmative defense is discovered.” (at 4)

FACTUAL BACKGROUND

Johnson asserted a property-insurance breach-of-contract claim and a Missouri vexatious-refusal-to-pay claim against State Farm. State Farm's answer included defenses concerning policy coverage and exclusions, mitigation, the reasonableness and good faith of its claim decisions, deductibles and policy payment limits, waiver, estoppel, unclean hands, laches, its communications and payments, potential settlement credits, and a reservation of additional defenses. Johnson challenged the defenses as conclusory and lacking factual allegations.

PROCEDURAL HISTORY

Johnson brought claims for breach of contract and vexatious refusal to pay under Missouri law. State Farm asserted multiple defenses in its answer, including failure to state a claim and a reservation of the right to assert additional defenses. Johnson moved to strike the defenses as conclusory and insufficiently pleaded. The court declined to strike most defenses, declined to strike the failure-to-state-a-claim defense, and struck the reservation-of-rights defense.

DISPOSITION

other

CASES CITED

- BJC Health Sys. v. Columbia Cas. Co., 478 F.3d 908, 917 (8th Cir. 2007)
- Nationwide Ins. Co. v. Cent. Missouri Elec. Co-op., Inc., 278 F.3d 742, 748 (8th Cir. 2001)
- Crutcher v. MultiPlan, Inc., 22 F.4th 756, 766 (8th Cir. 2022)
- Zotos v. Lindbergh Sch. Dist., 121 F.3d 356, 361 (8th Cir. 1997)
- Eaton Veterinary Pharm., Inc. v. Wedgewood Vill. Pharmacy, Inc., 2016 WL 7200805, at *2 (W.D. Mo. Mar. 4, 2016)
- United States v. Eickhoff, 2023 WL 2634292, at *2 (W.D. Mo. Mar. 24, 2023)
- First Union Nat'l Bank v. Pictet Overseas Tr. Corp., 477 F.3d 616, 622 (8th Cir. 2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 129 S. Ct. 1937 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 127 S. Ct. 1955 (2007)
- Scott v. Precythe, 2025 WL 1384778, at *3 (W.D. Mo. May 13, 2025)
- Gen. Star Indem. Co. v. Thayer Learning Ctr. LLC, 2012 WL 12903770, at *2 (W.D. Mo. Sept. 10, 2012)
- Constr. Indus. Laborers, Pension Fund v. Wellington Concrete, LLC, 2016 WL 1275605, at *4 (E.D. Mo. Mar. 31, 2016)
- Borden v. Aramark Unif. & Career Apparel, Inc., 2020 WL 3415873, at *3 (W.D. Mo. June 22, 2020)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION DOLEATA JOHNSON,)) Plaintiff,)) v.) Case No. 26-00001-CV-W-LMC) STATE FARM FIRE AND CASUALTY) COMPANY,)) Defendant.) ORDER Pending before the Court is Plaintiff's Motion to Strike Defendant's Affirmative Defenses (Doc. #19). Plaintiff requests that all of Defendant State Farm Fire and Casualty Company's (State Farm) affirmative defenses should be stricken for failure to comply with the Federal Rules of Civil Procedure's pleading standards.

State Farm opposes the motion. (Doc. #22.) For the reasons stated below, the Court grants in part and denies in part the motion. This matter involves a claim for breach of contract and vexatious refusal to pay in violation of R.S.Mo §§ 375.296 and 375.420. (Doc. #1.) Plaintiff moves to strike all affirmative defenses pled by State Farm and which are listed below: 10.

Plaintiff's Petition for Damages fails to state a claim against State Farm for which relief may be granted. 11. In further defense, State Farm states portions of the damage to residence do not fall within the scope of coverage and/or is excluded by the terms, defenses, conditions, limitations, exclusions, endorsements, and provisions of the policy. State Farm relies upon and asserts all terms, defenses, conditions, limitations, exclusions, endorsements, and provisions of Policy No. 25-PD-5105-3.

12. In further defense, State Farm states Plaintiff's claims, in whole or part, are barred or should be reduced by Plaintiff's failure to mitigate damages allegedly sustained. 13. In further defense, State Farm states that, at all material times, State Farm's claims decisions were reasonable, made in good faith, and at a minimum predicated upon a reasonable interpretation of the State Farm policy, and the facts of the claim so as to preclude any claims for bad faith, vexatious refusal to pay, or breach of the duty of good faith.

14. In further defense, State Farm asserts Plaintiff is unable to recover to the extent requested and that Plaintiff's claims must be reduced to the extent of the insurance deductible, and are limited and based upon the loss settlement and/or payment provisions of the policy of insurance. 15.

In further defense, State Farm states any claim asserted or attempted to be asserted by Plaintiff is barred by the doctrines of waiver, estoppel, and unclean hands, and/or laches. 16. In further defense, State Farm states in response to Plaintiff's claims State Farm provided timely and consistent correspondences outlining requirements of the insured/plaintiff and issuing payments to Plaintiff.

17. In further defense, State Farm states that, to the extent Plaintiff receives or has received any settlement proceeds from any party or persons responsible for the occurrence and/or damages described in Plaintiff's Petition for Damages, State Farm reserves the right to have its pleadings conform to the evidence and that State Farm should be entitled to offer evidence of such agreements and the amounts paid or stipulated to be paid pursuant to such agreements to provide a reduction in partial satisfaction and/or credit on Plaintiff's claim from State Farm.

18. In further defense, State Farm reserves the right to assert other affirmative defenses as may become known during discovery and trial. (Doc. #4 at 4-5.) Rule 12(f) of the Federal Rules of Civil Procedure permits a court to "strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." Fed. R. Civ. P. 12(f).

Such a measure, however, is considered "extreme and disfavored." *BJC Health Sys. v. Columbia Cas. Co.*, 478 F.3d 908, 917 (8th Cir. 2007). Whether to strike is left to the discretion of the court. *Nationwide Ins. Co. v. Cent. Missouri Elec. Co-op., Inc.*, 278 F.3d 742, 748 (8th Cir. 2001). Plaintiff argues that "[e]ach of [the above-listed] affirmative defenses consists of conclusory statements without supporting factual allegations[, and]... fail to provide Plaintiff with fair notice

of the grounds upon which each defense rests, as required by Federal Rule of Civil Procedure 8(b) and 8(c).” (Doc. #20 at 4.)

Rule 8(b) requires that a responding party must “(A) state in short and plain terms its defenses to each claim asserted against it; and (B) admit or deny the allegations asserted against it by an opposing party.” Fed. R. Civ. P. 8(b). Rule 8(c) requires a responding party to “affirmatively state any avoidance or affirmative defense[.]” Fed. R. Civ. P. 8(c)(1).

Citing *Crutcher v. MultiPlan, Inc.*, 22 F.4th 756, 766 (8th Cir. 2022), Plaintiff argues that “[a] ‘bare assertion’ of a defense may suffice under certain circumstances, but this does not negate the need for sufficient notice to the opposing party.” (Doc. #20 at 2.) Plaintiff’s characterization of *Crutcher* is not accurate.

The Eighth Circuit in *Crutcher* reaffirmed its decision in *Zotos v. Lindbergh Sch. Dist.*, 121 F.3d 356 (8th Cir. 1997) that the “‘bare assertion’ of a defense without being ‘articulated with any rigorous degree of specificity’” is sufficient. *Crutcher*, 22 F.4th at 766 (quoting *Zotos*, 121 F.3d at 361).

The *Crutcher* Court went on to find that the inclusion of waiver in a list of affirmative defenses with no other details was adequate under Rule 8(c) and *Zotos*. *Id.* Prior to *Crutcher*, “[d]istrict courts within the Eighth Circuit are split regarding whether the sufficiency of an affirmative defense must be analyzed under the *Iqbal*¹ and *Twombly*² standards applicable to a Rule 12(b)(6) motion to dismiss.” *Eaton Veterinary Pharm., Inc. v. Wedgewood Vill.*

Pharmacy, Inc., 2016 WL 7200805, at *2 (W.D. Mo. Mar. 4, 2016). “*Crutcher* establishes the inapplicability of *Twombly* and *Iqbal* to affirmative defenses in the Eighth Circuit.” *United States v. Eickhoff*, 2023 WL 2634292, at *2 (W.D. Mo. Mar. 24, 2023).

Therefore, “[a]s long as ‘an affirmative defense is raised in the trial court in a manner that does not 1 *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937 (2009). 2 *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 127 S.Ct. 1955 (2007). result in unfair surprise, technical failure to comply with Rule 8(c) is not fatal.’” *Crutcher*, 22 F.4th at 766 (quoting *First Union Nat’l Bank v. Pictet Overseas Tr.*

Corp., 477 F.3d 616, 622 (8th Cir. 2007)). Thus, Plaintiff’s argument that none of the affirmative defenses provide factual allegations, does not comport with the holding of *Crutcher*. Accordingly, State Farm’s affirmative defenses provided sufficient notice and were adequate under *Crutcher*.

In Paragraph #10 listed above, State Farm lists as an affirmative defense a failure to state a claim. This Court has repeatedly stated that a failure to state a claim is not an affirmative defense. *Scott v. Precythe*, 2025 WL 1384778, at *3 (W.D. Mo. May 13, 2025) (finding that “such an assertion is appropriate as a motion to dismiss.”). “However, this court has held that while failure to state a

claim may not technically be an affirmative defense, it should not be stricken because it does neither party any harm (or any good).” Gen.

Star Indem. Co. v. Thayer Learning Ctr. LLC, 2012 WL 12903770, at *2 (W.D. Mo. Sept. 10, 2012). Therefore, this Court declines to strike paragraph #10. With regard to Paragraph #18 listed above, the reservation of rights, such language is inappropriate as a party cannot reserve the right to amend a pleading. Constr. Indus. Laborers, Pension Fund v. Wellington Concrete, LLC, 2016 WL 1275605, at *4 (E.D.

Mo. Mar. 31, 2016) (finding that “[a]ffirmative defenses that come to light during discovery are not automatically incorporated into an answer, and a party cannot ‘reserve the right’ to amend its answer once an affirmative defense is discovered.”) If during discovery additional affirmative defenses are identified, State farm “must adhere to the appropriate procedures mandated by the Federal Rules of Evidence.” Borden v. Aramark Unif. & Career Apparel, Inc., 2020 WL 3415873, at *3 (W.D.

Mo. June 22, 2020) (citing Fed. R. Civ. P. 15.) Therefore, the Court will strike Paragraph #18 of State Farm’s Answer (Doc. #4). It is THEREFORE ORDERED that Plaintiff’s Motion to Strike Defendant’s Affirmative Defenses (Doc. #19) is GRANTED in part and DENIED in part. /s/ Lajuana M. Counts LAJUANA M. COUNTS UNITED STATES MAGISTRATE JUDGE