UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

Swan Realty Group, LLC v. State Farm Fire and Casualty Company

No. 8:24-cv-00364 (D. Neb. Jan. 22, 2026) · No. 8:24-cv-00364 · Decided January 22, 2026

SUMMARY

The United States District Court for the District of Nebraska overruled Swan Realty Group, LLC's objections to a magistrate judge's discovery ruling concerning five Rule 30(b)(6) deposition topics. The court held that information regarding State Farm's claims-handling processes, employee assignments, training, compensation, incentives, and performance evaluations was not relevant or proportional to the plaintiff's sole breach-of-insurance-contract claim. The court upheld the magistrate judge's ruling under the clearly erroneous or contrary-to-law standard.

CASE DETAILS

COURT	United States District Court for the District of Nebraska
WRITING FOR THE COURT	Brian C. Buescher
JURISDICTION	United States District Court for the District of Nebraska
DECIDED	January 22, 2026
DOCKET	8:24-cv-00364
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff objected under Federal Rule of Civil Procedure 72(a) to a magistrate judge's nondispositive discovery ruling sustaining defendant's objections to five Rule 30(b)(6) deposition topics.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 72(a) and 28 U.S.C. § 636(b)(1)(A), a district court reviews objections to a magistrate judge's nondispositive pretrial order for clear error or a ruling contrary to law.
PRECEDENTIAL VALUE	unpublished district court memorandum and order
PARTIES	Swan Realty Group, LLC v. State Farm Fire and Casualty Company

TOPICS

discovery dispute · insurance coverage · breach of contract · contract interpretation · civil procedure

PRACTICE AREAS

civil procedure · insurance coverage · breach of contract · commercial litigation

QUESTIONS PRESENTED

1. Whether the magistrate judge clearly erred or acted contrary to law by sustaining State Farm's objections to five Rule 30(b)(6) deposition topics.
2. Whether discovery into State Farm's claim-handling processes, employee assignments, training, compensation, incentives, and performance evaluations was relevant and proportional to Swan Realty's sole breach-of-insurance-contract claim.

HOLDINGS

1. The magistrate judge's ruling must be upheld because Swan Realty failed to show that the ruling was clearly erroneous or contrary to law.
2. Discovery into an insurer's claim-handling decision-making processes, intentions, motivations, employee incentives, training, and performance evaluations is not relevant to a claim alleging only breach of the insurance contract when the alleged breach turns on the policy's terms and the scope of coverage.
3. The five disputed Rule 30(b)(6) topics were not relevant or proportional to the needs of the case and therefore did not warrant compelled discovery.

KEY QUOTATIONS

> *"The decision-making of State Farm as to policy coverage and the process by which that occurs"* (II.B.2)

> *"the scope of the Policy's coverage was set antecedently by its consummated terms, and the question of breach asks if SRG's "claimed occurrence falls within the terms of the [Policy].""* (II.B.2)

> *"Why the adjusters or handlers reached the decision to allegedly deny or limit indemnification or what their motivations were for reaching their determinations does not matter absent a pending bad faith claim because a breach-of-contract claim does not concern the subjective motivations undergirding the decisions."* (II.B.2)

FACTUAL BACKGROUND

State Farm issued a homeowner's insurance policy covering property in Omaha, Nebraska. After an alleged June 7, 2022 hailstorm damaged the property, the estate of the policyholder assigned the related insurance claim to Swan Realty Group. State Farm admitted some coverage and made two partial payments, but Swan Realty alleged that State Farm failed to pay the full cost of covered repairs.

PROCEDURAL HISTORY

Swan Realty Group served State Farm with a Rule 30(b)(6) deposition notice containing twenty topics. State Farm objected to five topics concerning claim-handling personnel, assignments, compensation and incentives, performance evaluation, and training. Magistrate Judge Michael D. Nelson sustained the objections, and the district court overruled Swan Realty's objections and upheld the magistrate judge's ruling.

DISPOSITION

affirmed

CASES CITED

- Ferguson v. United States, 484 F.3d 1068, 1076 (8th Cir. 2007)
- Devine v. Walker, 984 F.3d 605, 607–08 (8th Cir. 2020)
- United States v. Gray, 59 F.4th 329, 332 (8th Cir. 2023)
- United States v. U.S. Gypsum Co., 333 U.S. 364, 395 (1948)
- Doe v. United States, 58 F.4th 955, 963 (8th Cir. 2023)
- United States v. Finley, 612 F.3d 998, 1003 (8th Cir. 2010)
- Haviland v. Catholic Health Initiatives-Iowa, Corp., 692 F. Supp. 2d 1040, 1043 (S.D. Iowa 2010)
- Peterson v. Homesite Indem. Co., 840 N.W.2d 885, 891–92 (Neb. 2013)
- Federated Serv. Ins. Co. v. All. Constr., LLC, 805 N.W.2d 468, 474 (Neb. 2011)
- Dep't of Banking & Fin. of Neb. v. Wilken, 352 N.W.2d 145, 147 (Neb. 1984)
- First Ins. Grp., LLC v. Pa. Lumbermens Mut. Ins. Co., No. 8:25-CV-180, 2025 WL 3723472, at *4 (D. Neb. Oct. 1, 2025)
- Rickerl v. Farmers Ins. Exch., 277 Neb. 446, 763 N.W.2d 86 (2009)
- Panchal Enters. v. State Farm Fire & Cas. Co., No. 8:20-CV-295, 2021 WL 1909897, at *2 (D. Neb. May 12, 2021)
- Panchal Enters. v. State Farm Fire & Cas. Co., 2021 WL 2195504, at *3 (D. Neb. Mar. 10, 2021)
- Dowling v. State Farm Mut. Auto. Ins. Co., 2023 WL 6050203, at *2 (D. Neb. May 30, 2023)
- Gaines v. State Farm Fire & Cas. Co., No. 8:20CV385, 2021 WL 3856113, at *3 (D. Neb. Aug. 27, 2021)
- Fireman's Fund Ins. Co. v. Canon U.S.A., Inc., 394 F.3d 1054, 1060 (8th Cir. 2005)
- Hofer v. Mack Trucks, Inc., 981 F.2d 377, 380 (8th Cir. 1992)
- Vallejo v. Amgen, Inc., 903 F.3d 733, 742 (8th Cir. 2018)