UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

Tommy L. Sims v. State Farm Mutual Automobile Insurance Company

Sims v. State Farm Mutual Automobile Insurance Co., No. CIV-23-1022-G (W.D. Okla. Mar. 20, 2026) · No. CIV-23-1022-G · Decided March 20, 2026

SUMMARY

The United States District Court for the Western District of Oklahoma granted State Farm Mutual Automobile Insurance Company's motion for attorney's fees after entering summary judgment in its favor in an insurance-coverage dispute. Applying Oklahoma law, the court held that State Farm was entitled to fees under title 36, section 3629(B) and awarded $25,000 in attorney's fees. The court rejected the plaintiff's arguments concerning the pending reconsideration motion and the uncertainty of the claimed damages.

CASE DETAILS

COURT	United States District Court for the Western District of Oklahoma
WRITING FOR THE COURT	Vaal B. Kodo
JURISDICTION	United States District Court for the Western District of Oklahoma
DECIDED	March 20, 2026
DOCKET	CIV-23-1022-G
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for attorney fees after prevailing on summary judgment in Plaintiff's breach-of-insurance-contract action.
STANDARD OF REVIEW	The district court exercises discretion in determining the reasonableness and amount of an attorney-fee award; the fee applicant bears the burden of proving that the time and labor claimed are reasonable.
PRECEDENTIAL VALUE	unpublished, nonprecedential district-court order
PARTIES	Tommy L. Sims v. State Farm Mutual Automobile Insurance Company

TOPICS

attorney fees · insurance coverage · breach of contract · summary judgment · civil procedure

PRACTICE AREAS

insurance law · civil litigation · attorney fees

QUESTIONS PRESENTED

1. Whether State Farm satisfied the statutory conditions for recovering attorney fees under Oklahoma Statutes title 36, section 3629(B).
2. Whether Sims's characterization of the dispute as involving uncertain damages or negligent valuation precluded an award of fees under section 3629(B).
3. Whether State Farm's requested $25,000 attorney-fee award was reasonable and supported by the lodestar method and applicable Oklahoma factors.

HOLDINGS

1. An insurer is entitled to attorney fees under section 3629(B) when the insured made proof of loss, the insurer submitted a written settlement offer or rejection within sixty days, and the insurer was the prevailing party because judgment did not exceed the written settlement offer. State Farm satisfied all three conditions.
2. The asserted uncertainty of damages did not preclude attorney fees because Sims's claim sounded in contract and sought recovery of the insured loss; the liquidated-versus-unliquidated distinction discussed in Taylor concerned prejudgment interest, not attorney fees.
3. State Farm was entitled to a $25,000 attorney-fee award because it submitted detailed billing records and supporting affidavit, Sims did not object to the request, and the award was reasonable under the lodestar method and Oklahoma fee factors.

FACTUAL BACKGROUND

Sims sought insurance benefits for damage to his automobile, alleging that State Farm failed to pay all benefits due under the policy. Sims provided proof of loss, and State Farm issued total-loss settlement checks to Sims and the vehicle's loan issuer within sixty days. After State Farm prevailed on summary judgment, it sought $25,000 in attorney fees, representing a voluntary reduction from $74,506 in incurred fees.

PROCEDURAL HISTORY

Sims initially filed the action in Oklahoma state court in October 2023. After removal to the Western District of Oklahoma, he filed an amended complaint alleging that State Farm breached the insurance policy by failing to pay all benefits due for damage to his automobile. The court granted State Farm summary judgment on June 20, 2025, entered judgment for State Farm, denied Sims's motion to reconsider, and granted State Farm's subsequent motion for attorney fees under Oklahoma Statutes title 36, section 3629(B).

DISPOSITION

other

CASES CITED

- Sims v. State Farm Mutual Automobile Insurance Co., No. CIV-23-1022-G, 2025 WL 1732527, at *3-4 (W.D. Okla. June 20, 2025)
- Combs v. Shelter Mutual Insurance Co., 551 F.3d 991, 1001 (10th Cir. 2008)
- State ex rel. Department of Transportation v. Norman Industrial Development Corp., 41 P.3d 960, 962 (Okla. 2001)
- Stanley v. Farmers Insurance Co., No. CIV-05-622-M, 2007 WL 2155784, at *1 (W.D. Okla. July 24, 2007)
- Owens v. Equity Insurance Co., No. 23-212, 2025 WL 2623448, at *1 (N.D. Okla. Sept. 11, 2025)
- Taylor v. State Farm Fire & Casualty Co., 981 P.2d 1253, 1258-62 (Okla. 1999)
- Glazing Concepts, Inc. v. Hanover Insurance Co., No. CIV-05-70-HE, 2006 WL 1490973, at *3 (W.D. Okla. May 23, 2006)
- Harolds Stores, Inc. v. Dillard Department Stores, Inc., 82 F.3d 1533, 1553 (10th Cir. 1996)
- State ex rel. Burk v. City of Oklahoma City, 598 P.2d 659, 661 (Okla. 1979)
- Brown v. Elephant Talk North America Corp., No. CIV-18-902-PRW, 2022 WL 1527523, at *3 (W.D. Okla. May 13, 2022)
- ABAB, Inc. v. Starnet Insurance Co., No. CIV-12-461-D, 2015 WL 4667540, at *5 (W.D. Okla. Aug. 6, 2015)