

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

MICHAEL ANDREWS,)
)
 Plaintiff,)
)
 v.)
)
 FICKELL, Officer, et al., and)
 HANZEK, Officer, City of)
 Omaha Police Department,)
 et al.,)
)
 Defendants.)
 _____)

8:11CV279

MEMORANDUM AND ORDER

This matter is before the Court on plaintiff’s Motion to Compel (Filing No. [23](#)) and “Motion for Judgment on Compel Discovery” (Filing No. [29](#)). [Nebraska Civil Rule 7.0.1](#) states:

Discovery Motions. To curtail undue delay in the administration of justice, this court only considers a discovery motion in which the moving party, in the written motion, shows that after personal consultation with opposing parties and sincere attempts to resolve differences, the parties cannot reach an accord. This showing must also state the date, time, and place of the communications and the names of all participating persons. “Personal consultation” means person-to-person conversation, either in person or on telephone. An exchange of letters, faxes, voice mail messages, or e-mails is also personal consultation for purposes of this rule upon a showing that person-to-person conversation was

attempted by the moving party and
thwarted by the nonmoving party.

[NECivR 7.0.1\(i\)](#).

Plaintiff's discovery motions do not comply with any of the Rule 7.0.1(i) requirements. Plaintiff does not state he has attempted to resolve his discovery dispute with defendants, or attempted to confer with them or their counsel in any way to discuss the discovery dispute. Accordingly, plaintiff's discovery motions will be denied.

IT IS ORDERED that plaintiff's Motion to Compel (Filing No. [23](#)) and "Motion for Judgment on Compel Discovery Pleadings" (Filing No. [29](#)) are denied.

DATED this 10th day of September, 2012.

BY THE COURT:

/s/ Lyle E. Strom

LYLE E. STROM, Senior Judge
United States District Court

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