



1 *ShuffleMaster, Inc. v. Progressive Games, Inc.*, 170 F.R.D. 166, 171-72 (D. Nev. 1996). This  
2 obligation “promote[s] a frank exchange between counsel to resolve issues by agreement or to at  
3 least narrow and focus matters in controversy before judicial resolution is sought.” *Nevada Power v.*  
4 *Monsanto*, 151 F.R.D. 118, 120 (D.Nev.1993). To meet this obligation, parties must “treat the  
5 informal negotiation process as a substitute for, and not simply a formal prerequisite to, judicial  
6 review of discovery disputes.” *Id.* This is done when the parties “present to each other the merits of  
7 their respective positions with the same candor, specificity, and support during the informal  
8 negotiations as during the briefing of discovery motions.” *Id.* “Only after all the cards have been laid  
9 on the table, and a party has meaningfully assessed the relative strengths and weaknesses of its  
10 position in light of all available information, can there be a ‘sincere effort’ to resolve the matter.” *Id.*  
11 To ensure that parties comply with these requirements, movants must file certifications that  
12 “accurately and specifically convey to the court who, where, how, and when the respective parties  
13 attempted to personally resolve the discovery dispute.” *ShuffleMaster*, 170 F.R.D. at 170.

14 The Court has reviewed the pending certification of counsel. Docket No. 77-2. That  
15 certification appears to provide only a description of written communications to opposing counsel,  
16 which are not sufficient to satisfy the “personal consultation” requirement. *See ShuffleMaster*, 170  
17 F.R.D. at 172 (exchange of letters does not satisfy meet and confer requirements). Accordingly, the  
18 motion to compel is hereby **DENIED** without prejudice.

19 IT IS SO ORDERED.

20 DATED: March 5, 2014

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NANCY J. KOPPE  
United States Magistrate Judge