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5	UNITED STATES DISTRICT COURT	
6	DISTRICT OF NEVADA	
7	IRMA MENDEZ,)
8	Plaintiff,) Case No. 2:15-cv-00314-RCJ-NJK
9	VS.	 ORDER DENYING MOTION TO COMPEL
10 11	FIESTA DEL NORTE HOME OWNERS ASSOCIATION, et al.,) (Docket No. 109)
12	Defendants.	
13		_)
14	Pending before the Court is Plaintiff's Motion to Compel Discovery, for Leave to Serve	
15	Additional Discovery Requests, and for Sanctions Against Amir Hujjutallah. Docket No. 109. The	
16	Court finds the motion to have a threshold defect that requires that it be DENIED without prejudice as	
17	discussed more fully below. ¹	
18	The Court's initial inquiry regarding a motion to compel is whether the movant made adequate	
19	meet and confer efforts. Federal Rule of Civil Procedure 37(a)(2)(B) requires that a "party bringing a	
20	motion to compel discovery must include with the motion a certification that the movant has in good	
21	faith conferred or attempted to confer with the nonresponsive party." Similarly, Local Rule 26-7(b)	
22	provides that "[d]iscovery motions will not be considered unless a statement of the movant is attached	
23	thereto certifying that, after personal consultation and sincere effort to do so, the parties have not been	
24	able to resolve the matter without Court action."	
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21	¹ Plaintiff additionally requested numerous types of relief in one motion. Docket No. 109. In accordance with Special Order 109, a separate document must be filed for each type of document or purpose In the event that Plaintiff chooses to refile her motion, she must file a separate motion for each type of relie	

28 requested.

Judges in this District have previously held that "personal consultation" means the movant must 1 2 "personally engage in two-way communication with the nonresponding party to meaningfully discuss 3 each contested discovery dispute in a genuine effort to avoid judicial intervention." ShuffleMaster, Inc. 4 v. Progressive Games, Inc., 170 F.R.D. 166, 171 (D. Nev. 1996). The consultation obligation 5 "promote[s] a frank exchange between counsel to resolve issues by agreement or to at least narrow and focus matters in controversy before judicial resolution is sought." Nevada Power v. Monsanto, 151 6 7 F.R.D. 118, 120 (D.Nev.1993). To meet this obligation, parties must "treat the informal negotiation 8 process as a substitute for, and not simply a formal prerequisite to, judicial review of discovery disputes." Id. This is done when the parties "present to each other the merits of their respective 9 10 positions with the same candor, specificity, and support during the informal negotiations as during the 11 briefing of discovery motions." Id. To ensure that parties comply with these requirements, movants 12 must file certifications that "accurately and specifically convey to the court who, where, how, and when the respective parties attempted to personally resolve the discovery dispute." ShuffleMaster, 170 F.R.D. 13 14 at 170 (emphasis added). The Court may look beyond the certification made to determine whether a 15 sufficient meet-and-confer actually took place. See, e.g., F.D.I.C. v. 26 Flamingo, LLC, 2013 WL 2558219, *1 (D. Nev. June 10, 2013) (quoting De Leon v. CIT Small Business Lending Corp., 2013 WL 16 17 1907786 (D. Nev. May 7, 2013)).

Plaintiff provides no certification, or information at all, regarding meet and confer efforts. *See*Docket No. 109. Plaintiff has, therefore, failed to meet her requirement to "accurately and specifically
convey to the court who, where, how, and when the respective parties attempted to personally resolve
the discovery dispute." *ShuffleMaster*, 170 F.R.D. at 170.

Accordingly, for the reasons stated above, Plaintiff's motion, Docket No. 109, is hereby
DENIED without prejudice.

24 IT IS SO ORDERED.

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- DATED: April 4, 2016.
- NANCY J. KOPPE United States Magistrate Judge
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