

## → Insurance

With more than 40 attorneys located in five offices, Sheppard Mullin boasts one of the largest insurance practice groups in California. We represent many of the nation's largest insurers, including Liberty Mutual, Allstate, Travelers, Allianz, Safeco, Unum/Provident, Fireman's Fund and Lloyd's.

Our insurance lawyers have an unparalleled track record of achieving outstanding results for our insurance company clients in their most challenging matters – from class actions to high exposure bad faith cases to complex coverage matters.

Over the past 30 years, our attorneys have obtained judgments on the merits in well over 3,000 bad faith lawsuits. The group has extensive jury trial experience, having tried numerous cases to verdict in both state and federal court, including several cases recognized by the *Daily Journal* as top defense verdicts in California.

In addition, our attorneys have defended more than 100 class actions, winning over 85 percent of these cases by motion, at the class certification stage, and – in one of the largest certified insurance class actions in California – at trial.

The group also serves as national counsel for major insurers on institutional issues and other matters involving significant financial risk. We have defended our clients in class actions and other institutionally-important matters in 26 states, in both state and federal court.

Our attorneys are also appellate specialists who have contributed to the development of the law in the insurance area. We have consistently obtained favorable results for our clients in dozens of published and unpublished appellate decisions.

### Clients

- Allianz
- Allstate
- Argo Group U.S.
- Automobile Club of Southern California
- CIGNA
- CompWest Insurance
- Fidelity National Financial, Inc.
- Fireman's Fund
- First American Title
- HealthMarkets
- Infinity Insurance

- Insphere Insurance Solutions
- Kemper
- Liberty Mutual
- Lockton Companies
- Mercury Insurance
- OneBeacon Insurance Group
- Peerless Insurance
- QBE Insurance Group
- Safeco Insurance
- Safeway Insurance
- Sun Life Assurance Company
- TIG Insurance Company
- Travelers
- Underwriters at Lloyd's
- Unum
- Wawanesa Insurance
- Zurich America

## Experience

### Class Actions

The following are examples of our experience and results in class actions:

- *Make-Whole Class Actions* – In a case of first impression, we successfully represented four insurers in obtaining writ relief rejecting class action plaintiffs' attack on insurers' contractual reimbursement rights. This victory was affirmed by the California Supreme Court. *See 21st Century Ins. Co. v. Superior Court*, 47 Cal.4th 511 (2009).
- *Claim Reserving Class Action* – After a seven-month trial, we obtained a complete defense verdict for the California State Compensation Insurance Fund ("State Fund") in a \$2 billion certified class action alleging breach of contract, bad faith, fraud and unfair competition claims arising out of State Fund's claim reserving practices. This trial victory was affirmed on appeal. *A&J Liquor v. State Fund*, unpublished, California Court of Appeal Case No. 103809, 3/30/06.
- *False Advertising and Unfair Practices Class Actions* – We successfully defended our client in two related class actions alleging false price advertising, misleading sales practices and violations of the Consumer Legal Remedies Act. We obtained a trial court order denying class certification. This result was affirmed on appeal in a published decision. *See Davis-Miller v. Automobile Club of Southern California*, 201 Cal.App.4th 106 (2011).
- *Unfair Competition and Breach of Contract Class Action* – We obtained dismissal with prejudice at the pleading stage of a class action alleging that our client unfairly and misleadingly provided less coverage than represented. This result was affirmed on appeal in a published decision. *See George v. Automobile Club of Southern California*, 201 Cal.App.4th 1112 (2011).

- *Premium Installment Fee Litigation* – We successfully defended an insurer in a class action seeking restitution of over \$200 million based on an allegation that premium installment fees were illegally collected. This victory resulted in a published decision. See *Interinsurance Exchange of the Automobile Club v. Superior Court (Williams)*, 148 Cal.App.4<sup>th</sup> 1218 (2007). In 2011, we obtained dismissal with prejudice at the pleading stage of a similar class action seeking the same relief based upon an alternative theory.
- *Vehicle Repair Shop Litigation* – We successfully defended our client in a class action alleging that it violated anti-steering laws by reducing coverage if a policyholder had the vehicle repaired at a non-approved repair shop. We obtained a defense verdict at the pleading stage, which was affirmed on appeal with a published decision. See *Maystruk v. Infinity Ins. Co.*, 175 Cal.App.4<sup>th</sup> 881, 96 Cal.Rptr.3d 494 (2009).
- *Antitrust Conspiracy/Unfair Competition Class Actions* – We have prevailed in the trial court and on appeal in numerous antitrust/unfair competition class actions brought against our insurer clients, including cases involving: (1) an alleged conspiracy among four major auto insurers to pay for only non-OEM parts in auto repairs (*Perez v. State Farm, Liberty Mutual, et al.*); (2) an alleged conspiracy to use only Blue Cross providers and discounted rates as part of a workers' compensation Medical Provider Network (*Henstorf v. WellPoint Health Networks, State Fund*); and (3) the alleged failure to pay tens of millions of dollars in interest owed on attorney fee awards issued in workers' compensation proceedings (*Koszdin v. State Fund*, 186 Cal.App.4<sup>th</sup> 480 (2010)).
- *Richmond v. Allstate* – We obtained a defense verdict on behalf of Allstate in a class action alleging that Allstate violated the law by systematically paying less than the “stated value” on boat policies.
- *Hopkins v. HealthMarkets, Inc.* – We defeated class certification in a case alleging unlawful recording of telephone calls in violation of the California Privacy Act. We have defeated similar class actions on behalf of other insurer clients (including cases alleging federal Telephone Consumer Protection Act violations).
- *Ohline v. State Fund* – We defeated class certification, and thereafter won summary judgment, in a class action alleging misreporting and/or failure to report rate-making data to the California Workers' Compensation Insurance Rating Bureau and the Department of Insurance.

## Bad Faith Litigation

Our lawyers have obtained defense verdicts on behalf of our insurer clients in over 50 trials. Examples include:

- *Hung Chu and Tu Pham (as intervenor) v. Mercury Casualty Co.* – We obtained a unanimous defense verdict in favor of Mercury, named one of *The Daily Journal's* top verdicts in California in 2017. Pham suffered a traumatic brain injury as a result of an accident caused by Chu, who was insured under a Mercury insurance policy with \$15,000 limits. When Pham made a claim for his injuries, Mercury denied the claim because Pham lived with Chu; thus, he qualified as an “insured” under the policy, and the policy excluded coverage for injury to an “insured.” Pham eventually obtained a \$333,300 judgment against Chu. Mercury then filed a declaratory relief action on coverage. The Court of Appeal determined that Pham’s claim was covered, ruling that the Mercury policy’s inclusion of people who live with, but are not related to, the named insured (“non-relative residents”) within the policy’s definition of an “insured” was contrary to public policy. Chu then sued Mercury for bad faith and injunctive relief, claiming that (i) Mercury was liable for damages in excess of \$10 million because it wrongfully denied coverage and failed to settle Pham’s claim for the policy’s \$15,000 limits, and (ii) the court should enjoin Mercury’s use of an “illegal exclusion.” After a 5-day jury trial, the jury rendered a unanimous defense verdict in favor of Mercury. After a one-day bench trial, the court denied Chu’s claim for an injunction.

- *Dorroh v. Deerbrook Ins. Co.* – We obtained a summary judgment in favor of Deerbrook Insurance Company, an Allstate subsidiary, in a high exposure bad faith case in which Deerbrook was sued for over \$30 million in compensatory damages, as well as emotional distress and punitive damages in unspecified amounts, based on the allegation that it unreasonably rejected an offer to settle a catastrophic injury claim brought against its insured for the insurance policy's \$15,000 limits.
- *Sarafian v. Paul Revere Life Ins. Co.* – We won a motion for summary adjudication of bad faith and punitive damages claims brought against our clients Paul Revere Life Ins. Co. and Unum Group. Plaintiff Fardin Sarafian is a dentist who claimed that our clients committed bad faith by unreasonably terminating his claim for disability benefits despite the fact that his treating doctors asserted that his medical condition disabled him from practicing dentistry. The breach of contract claim remains to be tried.
- *McDaniel v. Government Employees Insurance Company* – We won reversal on appeal of \$4 million summary judgment against insurer client in case alleging bad faith failure to settle. The Court of Appeal ordered instead that summary judgment be entered in favor of the insurer.
- *Du v. Deerbrook* – We obtained a defense verdict on behalf of Deerbrook in a jury trial. Plaintiff alleged that Deerbrook refused to settle a claim against its insured for the policy's \$100,000 limits. Because the claim was not settled, the insured was ultimately found liable for a \$5 million judgment. Deerbrook was sued for the amount of the judgment based on a "bad faith refusal to settle" theory. This case was selected by the *Daily Journal* as a "Top Defense Verdict" in California for 2010.
- *Fitzgerald v. Allstate* – We obtained a defense verdict on behalf of Allstate in a jury trial. The plaintiffs alleged that their home was underinsured by hundreds of thousands of dollars at the time it was destroyed during the 2003 Southern California wildfires. This victory effectively ended all other litigation against Allstate arising out of these wildfires and was selected by the *Daily Journal* as a "Top Defense Verdict" in California for 2007.
- *Scotts Creations v. Certain Underwriters at Lloyd's, London* – We obtained a defense verdict after a jury trial involving alleged bad faith, proving that the claimed armed robbery of jewelry wholesaler was staged. This case was selected by the *Daily Journal* as a "Top Defense Verdict" in California for 2006.
- *Carter v. Mid-West National Life Ins. Co.* – We obtained a defense verdict after a 3-week jury trial in a case tried by William Shernoff, involving claims against our client alleging fraud in the sale of a health insurance policy and bad faith refusal to pay the plaintiff's medical bills.
- *Caserta v. State Farm* – We obtained a defense verdict on behalf of State Farm in a five-week jury trial. Plaintiff alleged that State Farm wrongly accused him of submitting a fraudulent theft claim and that his Navy career was ruined by the accusations.
- *Burton v. Allstate* – We obtained a defense verdict on behalf of Allstate in a jury trial. Plaintiffs, who lost their home in a wildfire catastrophe, alleged that they were underinsured as a result of their Allstate agent's misrepresentations and negligence.
- *Drommi v. Allstate* – We obtained a defense verdict on behalf of Allstate in a six-week jury trial. Plaintiff alleged that Allstate mishandled her earthquake claim and wrongfully rescinded an offer to pay her over \$400,000 in policy benefits.
- *Bryan v. State Farm* – We obtained a defense verdict on behalf of State Farm in a jury trial. The plaintiff sued for malicious prosecution based on a lawsuit that a judge ruled State Farm lacked probable cause to file.
- *Aronson v. State Farm* – We obtained a defense verdict on behalf of State Farm in a trial arising out of an uninsured motorist claim. Plaintiff alleged that State Farm acted in bad faith by refusing to offer any money

at all for a claim that an arbitrator later determined to be worth over \$500,000.

- *Sparer v. Allstate* – We obtained a defense verdict on behalf of Allstate in a jury trial. Plaintiff alleged that Allstate mishandled his earthquake claim by using unlicensed engineering experts and ignoring the opinions of licensed engineers.
- *Kalan v. State Farm* – We obtained a defense verdict in a case arising from an insurance broker’s alleged failure to procure requested coverage, which resulted in an uninsured loss of more than \$1 million.
- *Hurtado v. Allstate* – We obtained a defense verdict on behalf of Allstate in a five-week jury trial. Plaintiff alleged that Allstate wrongfully denied her Northridge earthquake claim based on the one year contractual limitations provision in her policy.
- *Diamond v. Allstate* – We obtained a defense verdict on behalf of Allstate in a jury trial. Plaintiff sued for fraud and bad faith, claiming that Allstate misrepresented the policy’s coverage and wrongfully denied his claim.
- *Weiner v. Allstate* – We obtained a defense verdict on behalf of Allstate after a five-week jury trial. Plaintiff alleged that Allstate wrongfully denied his claim for earthquake damage.
- *Gerrity v. Crusader* – We obtained a defense verdict on behalf of Crusader Insurance Company after a week-long jury trial. Plaintiff alleged the Crusader mishandled his claim for damage to a multi-unit apartment complex in Santa Barbara.

We have also obtained countless defense verdicts for our clients by winning motions for summary judgment and other dispositive motions. Examples include:

- *Golden Eagle v. Lemoore Real Estate* – We won summary judgment, and thereafter prevailed on appeal, in a \$35 million bad faith case alleging that Golden Eagle wrongfully denied coverage for five wrongful death claims based on the “professional services” exclusion contained in a general liability policy issued to a property management company.
- *Manhattan Beachwear v. Certain Underwriters at Lloyd’s, London* – We obtained summary judgment finding no coverage and rescission of certain policies in a case involving the alleged bad faith denial of \$11 million claim for stolen and destroyed goods.
- *Moore v. Safeco* – We won summary judgment, and thereafter prevailed on appeal before the Ninth Circuit, in a multi-million dollar breach of contract/bad faith action challenging the enforceability of Safeco’s mold exclusion in its standard California homeowner’s policy form.
- *Advanced Network, Inc. v. Peerless Insurance Company* – We won a complete reversal of a \$2 million bad faith/punitive damage verdict after taking over the case on appeal. The case involved Peerless’ denial of a claim for cash stolen from ATM machines based on a lack of “property damage.” (See, 190 Cal.App.4<sup>th</sup> 1054 (2010)).
- We have obtained summary judgment in numerous cases in which it was alleged that our insurer client was responsible for a significant excess verdict as a result of not settling a claim within policy limits. See, e.g., *Payne v. Infinity* (\$14 million excess verdict); *Grayson v. Allstate* (\$2.5 million excess verdict); *Purscell v. Infinity* (\$1 million excess verdict).

## Coverage Advice and Litigation

Our attorneys provide coverage advice and opinions to our insurer clients, and assist those clients in avoiding breach of contract and bad faith claims. We also prosecute and defend declaratory relief actions seeking a determination of the client’s duty to defend and/or indemnify claims, as well as claims for contribution or

equitable subrogation.

The following are examples of our experience in complex coverage matters:

- *QBE Insurance Arbitration* – We won an \$18 million binding arbitration award on behalf of QBE Insurance. QBE sued American Claims Management, a Third Party Administrator tasked with handling QBE claims in California, for indemnity and breach of contract.
- *McDaniel v. Government Employees Insurance Company* – We won reversal on appeal of a \$4 million summary judgment against our insurer client in a case alleging bad faith failure to settle. The Court of Appeal ordered instead that summary judgment be entered in favor of the insurer.
- *Petrozziello v. Thermadyne Holdings Corp., Employers Fire Ins. Co., et al.* – Under Louisiana law in a case of first impression, we won reversal on appeal of a \$1.5 million judgment with directions to enter judgment for insured in a coverage dispute involving the effect of the “separations of insureds” clause on the enforceability of an employee injury exclusion.
- *Acqua Vista Homeowners’ Association v. OneBeacon America Ins. Co* – We won summary judgment in favor of our insurer client establishing non-coverage of a \$21 million construction defect judgment against the insured.
- *Stevenson v. Rochkind* – We serve as Allstate Insurance Company’s coordinating counsel for lead paint litigation pending against Allstate insureds in Maryland. They recently prevailed in a reported decision before Maryland’s highest court in *Stevenson v. Rochkind*, \_\_\_ A.3d \_\_\_, 2017 WL 2952984 (Md. July 11, 2017). The *Stevenson* case has generally been perceived as landmark case regarding the admissibility of expert testimony in Maryland. In *Stevenson*, the Maryland Court of Appeals held for the first time that *Frye*’s “general acceptance” test for expert testimony is an “additional requirement” that does not apply unless and until the trial court first finds that the expert’s opinion is the product of a reliable methodology under Maryland Rule 702. The *Stevenson* case also represents the first time that the *Joiner/Daubert* “analytical gap” analysis has been imported by into Maryland Rule 702 and applied to the testimony of an expert witness whose opinion was not analyzed under the *Frye* test. The *Stevenson* court held that the trial court applied the wrong analytical framework, reversed a reported decision of the intermediate appellate court affirming a seven-figure judgment and ordered a new trial.
- *Riddell v. Ace, et al.* – We represent a major insurer in coverage litigation arising out of the traumatic brain injury lawsuits filed by thousands of former NFL, collegiate and youth football players against helmet manufacturer, Riddell Inc.
- *Regional Steel Corp. v. Liberty Surplus Ins. Co.; Chartis v. Liberty Surplus Ins. Corp.* – We won two summary judgment motions – and thereafter prevailed on appeal in the Ninth Circuit – in an insurance coverage/bad faith action involving Liberty’s denial of defense and indemnity to an insured contractor in an underlying construction defect suit, as well as a related equitable indemnity action filed by another insurer that accepted and paid over \$1 million toward the contractor’s coverage claim.
- *Safeco v. Thomas, et al.* – In a federal court declaratory relief/bad faith action, we prevailed on summary judgment where the court found that Safeco’s exclusion for injury “arising out of physical or mental abuse, sexual molestation, or sexual harassment” eliminated any duty to defend or indemnify alleged negligent enablers in a suit seeking molestation-related injuries, despite the policy’s severability clause.
- *Kohlhase v. Safeco* – We won summary judgment in the U.S. District Court (later affirmed by the Ninth Circuit) in an action arising out of the denial of coverage for a large personal injury judgment entered against the

insureds' daughter, based on the "resident relative" definition of a homeowners' policy covering the insureds' second home.

- *BNBT Builders, Inc. v. Wausau Business Ins. Co.* – We obtained a dismissal of the insured's breach of contract/bad faith suit arising out of Wausau's withdrawal of its defense in a pre-suit construction defect matter. The plaintiff later dismissed its appeal before oral argument.
- *Orange County Sanitation District v. Liberty Mutual* – We prevailed on a motion to dismiss in a declaratory relief/bad faith arising from our insurer client's alleged wrongful failure to pay policy proceeds under a primary "wrap" policy directly to the first named insured as a claimant against an enrolled contractor.
- *Denali Construction v. Liberty Northwest* – We won summary judgment in a fire loss coverage/bad faith action brought by a general contractor that claimed additional-insured status under our client's policies issued to subcontractors, based on the "other insurance" clauses of all applicable policies which made our client's policies excess to the general contractor's GL coverage.
- *Advice to Avoid Excess Verdict Exposure* – We regularly counsel insurers in excess verdict exposure matters nationwide in which it is claimed that the insurer has unreasonably failed to settle the claim within the policy limits. We have successfully provided these clients with strategies that have enabled them to settle within limits.

## Published Decisions

The following are examples of published decisions we have obtained on behalf of our clients in federal and state courts in California and throughout the United States:

### State Court Published Decisions

*Petrozziello v. Thermadyne Holdings Corp., Employers Fire Ins. Co., et al.*, 211 So.3d 1199. WL 658242 (La. App. 2017)

*Stevenson v. Rochkind*, \_\_ A.3d \_\_\_, 2017 WL 2952984 (Md. July 11, 2017)

*Regional Steel Corporation v. Liberty Surplus Insurance Corp.*, 2014 DJDAR 7543 (June 14, 2014)

*21st Century Insurance Co. v. Superior Court (Quintana)*, 47 Cal.4th 411 (California Supreme Court 2009)

*Allstate Ins. Co. v. Miller*, 212 P.3d 318 (Nevada Supreme Court 2009)

*Charles J. Vacanti, M.D., Inc. v. State Comp. Ins. Fund*, 24 Cal.4th 800 (California Supreme Court 2001)

*Johnson v. Weyerhaeuser Co.*, 953 P.2d 800 (Washington Supreme Court 1998)

*Minich v. Allstate Ins. Co.*, 193 Cal.App.4th 477 (2011)

*Davis-Miller v. Automobile Club of Southern California*, 201 Cal.App.4th 106 (2011)

*George v. Automobile Club of Southern California*, 201 Cal.App.4th 1112 (2011)

*Barnett v. State Farm Gen. Ins. Co.*, 200 Cal.App.4<sup>th</sup> 536 (2011)

*Advanced Network, Inc. v. Peerless Ins. Co.*, 190 Cal.App.4<sup>th</sup> 1054 (2010)

*State Compensation Ins. Fund v. Superior Court*, 184 Cal.App.4<sup>th</sup> 1124 (2010)

*Baker v. American Horticulture Supply, Inc.*, 186 Cal.App.4<sup>th</sup> 1059 (2010)

*Cumbre v. State Compensation Insurance Fund*, 189 Cal.App.4<sup>th</sup> 1381 (2010)

*Koszdin v. State Compensation Ins. Fund*, 186 Cal.App.4<sup>th</sup> 480 (2010)

*Maystruk v. Infinity Insurance Co.*, 175 Cal.App.4<sup>th</sup> 881 (2009)

*HealthMarkets v. Superior Court*, 171 Cal.App.4<sup>th</sup> 1160 (2009)

*The MEGA Life and Health Ins. Co. v. Superior Court*, 172 Cal.App.4<sup>th</sup> 1522 (2009)

*Allstate Ins. Co. v. Fields*, 885 N.E.2d 728 (Ind. Ct. App. 2008)

*Allstate Ins. Co. v. Superior Court (Delanzo)*, 151 Cal.App.4<sup>th</sup> 1512 (2007)

*Interinsurance Exchange of the Automobile Club v. Superior Court (Williams)*, 148 Cal.App.4<sup>th</sup> 1218 (2007)

*Allstate Ins. Co. v. Scrogan*, 851 N.E.2d 317 (Ind. Ct. App. 2006)

*Palacin v. Allstate Ins. Co.*, 119 Cal.App.4<sup>th</sup> 855 (2004)

*Basich v. Allstate Ins. Co.*, 87 Cal.App.4<sup>th</sup> 1112 (2001)

*Turner v. State Farm Fire & Cas. Co.*, 92 Cal.App.4<sup>th</sup> 681 (2001)

*State Compensation Insurance Fund v. Superior Court*, 91 Cal.App.4<sup>th</sup> 1080 (2001)

*Fraley v. Allstate Ins. Co.*, 81 Cal.App.4<sup>th</sup> 1282 (2000)

*Nager v. Allstate Ins. Co.*, 83 Cal.App.4<sup>th</sup> 284 (2000)

*Gordon's Cabinet Shop v. State Compensation Insurance Fund*, 74 Cal.App.4<sup>th</sup> 33 (1999)

*Scheffield Medical Group, Inc. v. Workers' Compensation Appeals Board*, 70 Cal.App.4<sup>th</sup> 868 (1999)

*Singh v. Allstate Ins. Co.*, 73 Cal.App.4<sup>th</sup> 135 (1998)

*Advanced Building Maintenance v. State Compensation Insurance Fund*, 49 Cal.App.4<sup>th</sup> 1388 (1996)

**Federal Court Published Decisions**

*Allstate Ins. Co. v. Kenick* 435 P.3d 938 (Alaska Supreme Court 2019)

*Premier Pools Management Corp. v. Colony Ins. Co.*, 328 F.Supp.3d 1075 (E.D. Cal. 2018)

*Dorroh v. Deerbrook Ins. Co.*, 223 F.Supp.3d 1081 (E.D. Cal. 2016)

*Purscell v. Tico Ins. Co.*, 790 F.3d 842 (8th Cir. 2015)

*Cohan v. Provident Life and Acc. Ins. Co.*, 140 F.Supp.3d 1063 (D. Nev. 2015)

*Myers v. Allstate Indem. Co.*, 109 F.Supp.3d 1331 (C.D. Cal. 2015)

*Morris v. Allstate Ins. Co.*, 16 F.Supp.3d 1095 (C.D. Cal. 2014)

*Du v. Allstate Ins. Co.*, 697 F.3d 753 (9<sup>th</sup> Cir. 2012)

*Cal. Shock Trauma Air Rescue v. State Fund, et al.*, 636 F.3d 538 (9<sup>th</sup> Cir. 2011)

*Gardner v. UICI*, 508 F.3d 559 (9<sup>th</sup> Cir. 2007)

*Feldman v. Allstate*, 322 F.3d 660 (9<sup>th</sup> Cir. 2003)

*Guebara v. Allstate Ins. Co.*, 237 F.3d 987 (9<sup>th</sup> Cir. 2001)

*Hamilton v. State Farm Fire & Cas. Co.*, 270 F.3d 778 (9<sup>th</sup> Cir. 2001)

*Aceves v. Allstate Ins. Co.*, 68 F.3d 1160 (9<sup>th</sup> Cir. 1995)

*Morris v. Allstate Ins. Co.*, \_\_ F.Supp.2d \_\_ (C.D. Cal. 2014)

*Travelers Prop. Cas. Co. of Am. v. LK Transp., Inc.*, \_\_ F.Supp.2d \_\_ (E.D. Cal. 2014)

*Purscell v. TICO Ins. Co.*, 959 F.Supp.2d 1195 (W.D. Mo. 2013)

*Keshish v. Allstate Ins. Co.*, 959 F.Supp.2d 1226 (C.D. Cal. 2013)

*O'Keefe v. Allstate Indem. Co.*, 953 F.Supp.2d 1111 (S.D. Cal. 2013)

*Ram v. Infinity Select Ins.*, 807 F.Supp.2d 843 (N.D. Cal. 2011)

*Martinez v. Infinity Ins. Co.*, 714 F.Supp.2d 1057 (C.D. Cal. 2010)

*Martorello v. Sun Life Assur. Co. of Canada*, 704 F. Supp.2d 918 (N.D. Cal. 2010)

*Maynard v. State Farm Mut. Auto. Ins. Co.*, 499 F.Supp.2d 1154 (C.D. Cal. 2007)

*Beamish v. CNA Group Life Ins. Co.*, 487 F.Supp.2d 1196 (W.D. Wash. 2007)

*Loughney v. Allstate Ins. Co.*, 465 F.Supp.2d 1039 (S.D. Cal. 2006)

*Messer v. Unum Life Ins. Co. of Am.*, 370 F.Supp.2d 1098 (W.D. Wash. 2005)

*Cook v. Allstate Ins. Co.*, 337 F.Supp.2d 1206 (C.D. Cal. 2004)

*Farmer v. Allstate Ins. Co.*, 311 F.Supp.2d 884 (C.D. Cal. 2004)

*Futamura v. Unum Life Ins. Co. of Am.*, 305 F.Supp.2d 1181 (W.D. Wash. 2004)

*LaPrease v. Unum Life Ins. Co. of Am.*, 347 F.Supp.2d 944 (W.D. Wash. 2004)

*Adams v. Allstate Ins. Co.*, 187 F.Supp.2d 1207 (C.D. Cal. 2002)

*Adams v. Allstate Ins. Co.*, 187 F.Supp.2d 1219 (C.D. Cal. 2002)

*Ricotta v. Allstate Ins. Co.*, 211 F.R.D. 622 (S.D. Cal. 2002)

*Scheffler v. Allstate Ins. Co.*, 196 F.Supp.2d 1003 (C.D. Cal. 2002)

*Smith v. Allstate Ins. Co.*, 160 F.Supp.2d 1150 (S.D. Cal. 2001)

*Campanelli (House) v. Allstate Ins. Co.*, 85 F.Supp.2d 980 (C.D. Cal. 2000)

*Campanelli (Giakoumakis) v. Allstate Ins. Co.*, 97 F.Supp.2d 1211 (C.D. Cal. 2000)

*Campanelli (Noah) v. Allstate Ins. Co.*, 119 F.Supp.2d 1073 (C.D. Cal. 2000)

*Charlin v. Allstate Ins. Co.*, 19 F.Supp.2d 1137 (C.D. Cal. 1998)

*Charlin v. Allstate Ins. Co.*, 33 F.Supp.2d 858 (C.D. Cal. 1998)

*Brown v. Allstate Ins. Co.*, 17 F.Supp.2d 1134 (S.D. Cal. 1998)

*Hill v. Allstate Ins. Co.*, 962 F.Supp. 1244 (C.D. Cal. 1997)

*Vashistha v. Allstate Ins. Co.*, 989 F.Supp. 1029 (C.D. Cal. 1997)

*Griffin v. Allstate Ins. Co.*, 920 F.Supp. 127 (C.D. Cal. 1996)

*Freudenberger v. Allstate Ins. Co.*, 941 F.Supp. 940 (S.D. Cal. 1996)

*Allstate Ins. Co. v. Madan*, 889 F.Supp. 374 (C.D. Cal. 1995)

*Richmond v. Allstate Ins. Co.*, 897 F.Supp. 447 (S.D. Cal. 1995)

*Castro v. Allstate Ins. Co.*, 855 F.Supp. 1152 (S.D. Cal. 1994)

*Cuevas v. Allstate Ins. Co.*, 872 F.Supp. 737 (S.D. Cal. 1994)

*Aceves v. Allstate Ins. Co.*, 827 F.Supp. 1473 (S.D. Cal. 1993)

*Lally v. Allstate Ins. Co.*, 724 F.Supp. 760 (S.D. Cal. 1989)