UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Garrison Property and Casualty Insurance Co. v. McIntire

No. 23-cv-05612-NW (N.D. Cal. July 7, 2025) · No. 23-cv-05612-NW · Decided July 7, 2025

SUMMARY

The United States District Court for the Northern District of California granted Garrison Property and Casualty Insurance Company's motion for summary judgment in an action seeking a declaration that its automobile insurance policy did not require coverage for claims involving the Estate of Lisa Biakanja. The court held that the policy's family-member exclusion applied because the Biakanja children primarily resided with their mother, and declared that USAA owed no coverage for the specified creditor's claim, affirmative defenses, or cross-complaint.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Noel Wise
JURISDICTION	United States District Court for the Northern District of California
DECIDED	July 7, 2025
DOCKET	23-cv-05612-NW
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought declaratory judgment concerning insurance coverage and moved for summary judgment. The district court granted the motion without oral argument.
STANDARD OF REVIEW	Summary judgment is proper when the pleadings, discovery, and affidavits show no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Interpretation of an insurance policy, absent conflicting extrinsic evidence, is a question of law subject to independent judicial determination.
PRECEDENTIAL VALUE	unpublished

TOPICS

declaratory relief insurance · insurance coverage · duty to defend · contract interpretation · summary judgment

PRACTICE AREAS

insurance coverage | declaratory judgment | civil procedure | probate | contracts

QUESTIONS PRESENTED

1. Whether the policy term "resides primarily" applies to children who divided their time between the households of divorced parents.
2. Whether the policy's family-member exclusion bars coverage for the probate creditor's claim and the affirmative defenses and cross-complaint in the related civil action.
3. Whether USAA was entitled to declaratory judgment and summary judgment on the coverage dispute.

HOLDINGS

1. The Biakanja children primarily resided with Lisa Biakanja despite dividing their time between both parents' households.
2. The family-member exclusion in the automobile policy applies to the claims at issue and bars coverage for the probate creditor's claim and the affirmative defenses and cross-complaint in the related civil action.
3. USAA was entitled to summary judgment and a declaration that it did not owe the Estate coverage for the creditor's claim or for the affirmative defenses and cross-complaint in the related civil action.

KEY QUOTATIONS

> *"Summary judgment is proper where the pleadings, discovery and affidavits show that there is "no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.""* (at 2)

> *"Regardless of how the Court evaluates where the children primarily resided — whether based on residence over the past few years since the divorce, residence in the last few months, or residence at the time of the accident — the children primarily resided with Ms. Biakanja."* (at 3)

FACTUAL BACKGROUND

Lisa Biakanja held an automobile insurance policy issued by USAA that was in effect when she and her three children died in an August 14, 2022 car accident. The policy excluded bodily-injury coverage for the insured or a family member when the ultimate benefits of indemnification accrued directly or indirectly to a covered person, and defined a family member as a person related by blood, marriage, registered domestic partnership, or adoption who primarily resided in the insured's household. The children spent more time with Lisa than with their father, including 56 percent of the year overall and 60 percent in the years preceding their deaths; one child had lived exclusively with Lisa since at least January 2022. The Estate sought defense services from USAA regarding a probate creditor's claim and a related state-court action, but USAA denied coverage for the latter.

PROCEDURAL HISTORY

Garrison Property and Casualty Insurance Company initiated the federal action on October 31, 2023, seeking a declaration that its automobile policy did not require it to defend or indemnify the Estate of Lisa Biakanja in connection with a probate creditor's claim and claims asserted in a related state-court civil action. After briefing, the court vacated the motion hearing under Northern District of California Civil Local Rule 7-1(b) and granted Plaintiff's motion for summary judgment.

DISPOSITION

other

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Nat'l Auto. & Cas. Ins. Co. v. Underwood, 9 Cal. App. 4th 31, 36 (1992)
- Utley v. Allstate Ins. Co., 19 Cal. App. 4th 815, 821 (1993)
- Safeco Ins. Co. v. Gibson, 211 Cal. App. 3d 176, 181 (1989)