

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA**

Lindsey-Anderson v. USAA Casualty Insurance Company

Lindsey-Anderson · No. 2:23-cv-02300-JAM-CSK · Decided July 29, 2025

OPINION

Lindsey-Anderson v. USAA Casualty Ins. Co.

PER CURIAM.

1 2 3 4

5 UNITED STATES DISTRICT COURT

6 EASTERN DISTRICT OF CALIFORNIA

7

8 TRESSA RAE LINDSEY-ANDERSON, No. 2:23-cv-02300-JAM-CSK

9 Plaintiff,

10 v. ORDER GRANTING DEFENDANT’S

MOTION FOR SUMMARY JUDGMENT AND

11 USAA CASUALTY INSURANCE DENYING PLAINTIFF’S MOTION FOR

COMPANY; and DOES 1 through RECONSIDERATION 12 20, inclusive, 13 Defendants. 14 15

Before the Court is USAA Casualty Insurance Company’s 16 (“Defendant”) motion for summary
judgment. Def.’s Mot., ECF No. 17 10. Tressa Rae Lindsey-Anderson (“Plaintiff”) failed to file a

18 timely opposition. Pursuant to Local Rule 230(c), the Court 19 construes Plaintiff’s failure to
oppose as a non-opposition to 20 the motion. After the deadline to oppose had passed, Plaintiff 21

filed a motion for reconsideration, asking the Court to extend 22 the timeline for its opposition
brief. Pl.’s Mot., ECF No. 14. 23 Defendant opposed Plaintiff’s motion. Response, ECF No. 17.

For 24 the following reasons, the Court grants Defendant’s motion and 25 denies Plaintiff’s
motion.¹ 26 27 1These motions were determined to be suitable for decision without oral

argument. E.D. Cal. L.R. 230(g). The hearing was 28 scheduled for August 5, 2025. 1 Defendant
filed its motion for summary judgment on June 9, 2 2025, which made Plaintiff’s opposition due

by June 23, 2025. 3 See Def.’s Mot. On June 18, 2025, the parties filed a 4 stipulation and
proposed order to extend Plaintiff’s deadline to

5 July 18, 2025. Stipulation, ECF No. 11. The Court denied this

6 stipulation. Minute Order, ECF No. 13. To date, Plaintiff has 7 not filed an opposition to the
summary judgment motion. Instead, 8 on July 1, 2025, Plaintiff filed a motion for reconsideration

of 9 the Court’s denial of the stipulation. Pl.’s Mot. at 1. 10 Plaintiff’s motion for reconsideration
is without merit. 11 Plaintiff’s only argument for reconsideration is that she has not 12 yet

deposed certain defense witnesses. See Pl.’s Mot. at 3. 13 Federal Rule of Civil Procedure 56(d)

provides, “If a nonmovant 14 shows by affidavit or declaration that, for specified reasons, it 15 cannot present facts essential to justify its opposition, the 16 court may: (1) defer considering the motion or deny it; (2) allow 17 time to obtain affidavits or declarations or to take discovery; 18 or (3) issue any other appropriate order.” Fed. R. Civ. P. 19 56(d). To satisfy this Rule, the requesting party must show: 20 “(1) it has set forth in affidavit form the specific facts it 21 hopes to elicit from further discovery; (2) the facts sought 22 exist; and (3) the sought-after facts are essential to oppose 23 summary judgment.” *Fam. Home & Fin. Ctr., Inc. v. Fed. Home Loan 24 Mortg. Corp.*, 525 F.3d 822, 827 (9th Cir. 2008). 25 As an initial matter, the Court need not consider this 26 argument because Plaintiff failed to satisfy the requirements of

27 Rule 56(d). “References in memoranda and declarations to a need

28 for discovery” are insufficient under Rule 56(d), which “requires 1 affidavits setting forth the particular facts expected from the 2 movant’s discovery. Failure to comply with the requirements of 3 Rule [56(d)] is a proper ground for denying discovery and 4 proceeding to summary judgment.” *Brae Transp., Inc. v. Coopers & 5 Lybrand*, 790 F.2d 1439, 1443 (9th Cir. 1986). But even if 6 Plaintiff complied with the requirements of Rule 56(d), she still 7 fails to explain what facts “exist” that are essential to her 8 defense. See *Fam. Home & Fin. Ctr., Inc. v. Fed. Home Loan 9 Mortg. Corp.*, 525 F.3d 822, 827 (9th Cir. 2008). Plaintiff has 10 had 21 months to depose defense witnesses, and she “cannot 11 complain if [she] fails to pursue discovery diligently before 12 summary judgment.” See *Brae Transp.*, 790 F.2d at 1443 (citation 13 omitted). As such, the Court rejects this argument and denies 14 Plaintiff’s motion. 15 Turning to Defendant’s motion, the Court holds that 16 Defendant is entitled to summary judgment as to both of 17 Plaintiff’s claims. Regarding the breach of contract claim, 18 there is no genuine dispute that Defendant did not breach. 19 Plaintiff and Defendant entered into an insurance policy (“the 20 Policy”) that provided Defendant would pay Plaintiff compensatory 21 damages if she was injured by an uninsured motorist. *Davis 22 Decl.*, Ex. 2, ECF No. 10-3. The Policy provides that if the 23 parties are unable to reach an agreement, a claim is subject to 24 arbitration. *Id.* at 16. The parties went to arbitration, where 25 the arbitrator awarded Plaintiff \$162,563.66, which Defendant 26 then paid to Plaintiff. See *Jones Decl.*, Ex. 6, ECF No. 10-6; 27 *Benson Decl.* ¶ 7, ECF No. 10-4. Because there is no genuine 28 dispute that Defendant fulfilled its obligations under the 1 Policy, Defendant is entitled to summary judgment as to the 2 breach of contract claim. 3 As for Plaintiff’s claim of breach of the implied covenant 4 of good faith and fair dealing, there is also no triable issue. 5 Defendant correctly explains that it is entitled to summary 6 judgment as to this claim for four reasons. See *Def.’s Mot.* at 7 13-15. First, Defendant argues that Plaintiff cannot sustain her 8 allegation that Defendant acted unreasonably when it withheld 9 payment and instead demanded arbitration. See *id.*; *Compl.* ¶ 19, 10 ECF No. 1-1. Defendant is correct that the Policy explicitly 11 allowed it to proceed to arbitration, and therefore its decision 12 to do so cannot constitute bad faith. See *Davis Decl.*, Ex. 2 at 13 16. 14 Second, Defendant argues that Plaintiff cannot succeed on 15 her allegation that Defendant acted in bad faith by not offering 16 a

higher settlement offer. See Def.'s Mot. at 15-18; Compl. 17 ¶ 19. As Defendant explains, there existed a genuine dispute 18 regarding the extent of Plaintiff's injuries, as Defendant's 19 expert, Dr. Kimberly Miller, concluded that there was no "clear 20 evidence that would suggest cognitive impairment or cognitive 21 decline." See Def.'s Mot. at 7. "It is now settled law in 22 California that an insurer . . . delaying the payment of policy 23 benefits due to the existence of a genuine dispute with its 24 insured as to . . . the amount of the insured's coverage claim is 25 not liable in bad faith" Chateau Chamberay Homeowners 26 Ass'n v. Associated Int'l Ins. Co., 90 Cal. App. 4th 335, 347 27 (2001) (citation omitted). Accordingly, Plaintiff cannot create 28 a triable issue based on Defendant's decision not to make a 1 higher settlement offer. Similarly, Defendant is correct that 2 Plaintiff cannot sustain this claim on the gap between 3 Defendant's settlement offer of \$30,000 and the ultimate 4 arbitration award of \$162,563.66. See Def.'s Mot. at 15; Jones 5 Decl. ¶ 9. In Fraley v. Allstate Insurance Co., the court held 6 that a \$249,500 difference between an initial repair estimate and 7 the ultimate arbitration award did not constitute a triable issue 8 regarding plaintiff's claim for bad faith. 81 Cal. App. 4th 9 1282, 1291 (2000). Applying Fraley to the facts at hand, the 10 Court holds that Plaintiff cannot create a triable issue by 11 pointing to a difference of \$132,563.66 between Defendant's 12 settlement offer and her ultimate arbitration award. 13 Third, Defendant argues that Plaintiff cannot create a 14 triable issue based on Dr. Miller's refusal to allow Plaintiff to 15 record her examination. See Def.'s Mot. at 18. The Court agrees 16 with Defendant that there is no evidence showing that Dr. 17 Miller's decision was made in bad faith or that Plaintiff's 18 inability to record her examination frustrated the Policy. See 19 id. at 18-20. 20 Finally, Defendant argues that Plaintiff's allegation of bad 21 faith regarding her medical payment claims is time barred. In

22 May 2020, Defendant issued Plaintiff payment for medical expenses

23 stemming from her accident. Porter Decl. ¶¶ 8-10, ECF No. 10-7. 24 The statute of limitations for any claim regarding these payments 25 is two years. Cal. Civ. Proc. § 339. Plaintiff did not bring 26 the present action until September 2023 — more than three years 27 after she was reimbursed for medical expenses. See Notice of 28 Removal, ECF No. 1. Accordingly, because Plaintiff does not eee nee en en on nn en nn non NE I OI EO EE 1 argue that any exception or grounds for tolling applies, 2 | Defendant is correct that this allegation is time barred. See 3 Def.'s Mot. at 21-22,

4 ORDER

5 For the reasons set forth above, Defendant's motion for 6 summary judgment is GRANTED and Plaintiff's motion for 7 reconsideration is DENIED. The Clerk of the Court is directed to 8 enter judgment in favor of Defendant USAA Casualty Insurance 9 Company and close this action. 10 IT IS SO ORDERED. 11 Dated: July 29, 2025 12 opens

JOHN A. MENDEZ

14 SENIOR UNITED*STATES DISTRICT JUDGE

15 16 17 18 19 20 21 22 23 24 25 26 27 28

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/united-states-district-court-for-the-eastern-district-of-california-united-states-district-court-for/2025/lindsey-anderson-v-usaa-casualty-insurance-company-6tac24nn>