UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

Watts, et al. v. Liberty Mutual Personal Insurance Company

Watts v. Liberty Mutual Personal Insurance Co., Civil Action No. 23-12845-BEM · No. Civil Action No. 23-12845-BEM · Decided December 2, 2025

SUMMARY

The United States District Court for the District of Massachusetts grants Plaintiffs' motion for class certification under Federal Rule of Civil Procedure 23(b)(3) but denies certification under Rule 23(b)(2). The putative class action concerns whether Liberty Mutual breached automobile insurance policies by limiting rental-car benefits for totaled vehicles without determining the period reasonably required to replace the vehicles. The Court finds that numerosity, commonality, typicality, adequacy, predominance, and superiority are satisfied on the current record, while reserving the possibility of revisiting certification after resolving the policies' meaning.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Brian E. Murphy
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	December 2, 2025
DOCKET	Civil Action No. 23-12845-BEM
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for certification of putative nationwide and state subclasses under Federal Rule of Civil Procedure 23. The court granted certification under Rule 23(b)(3) and denied certification under Rule 23(b)(2).
STANDARD OF REVIEW	The plaintiffs bore the burden of establishing each Rule 23(a) and Rule 23(b) requirement by a preponderance of the evidence. The court was required to conduct a rigorous analysis, including consideration of the merits insofar as necessary to test disputed premises and predict how specific issues would play out, while avoiding an unwieldy trial on the merits.
PRECEDENTIAL VALUE	unpublished

PARTIES	Diane Watts, Anthony Watts, Adam Pizzitola v. Liberty Mutual Personal Insurance Company

TOPICS

class actions · contract interpretation · insurance coverage · breach of contract · civil procedure

PRACTICE AREAS

class actions · insurance · breach of contract · civil procedure

QUESTIONS PRESENTED

1. Whether the proposed class satisfied Rule 23(a)'s numerosity, commonality, typicality, and adequacy requirements.
2. Whether common questions predominated and a class action was superior under Rule 23(b)(3).
3. Whether certification was appropriate under Rule 23(b)(2) for declaratory or injunctive relief.

HOLDINGS

1. The proposed class satisfied numerosity because Plaintiffs identified more than 4,000 potential class members, making joinder impracticable.
2. Commonality was satisfied because the proposed class members' claims centered on common policy language and the common question whether the Optional Transportation Expenses Coverage endorsement required Liberty Mutual to determine the reasonable replacement period before terminating benefits.
3. The named Plaintiffs satisfied typicality and adequacy because their claims arose from the same alleged practice and legal theory as the class claims, and the asserted differences concerning replacement time and damages did not create disabling unique defenses or conflicts.
4. The proposed class satisfied Rule 23(b)(3) because common questions concerning the meaning and application of the uniform insurance-policy provision predominated, and a class action was superior given the small individual damages and the impracticality of separate litigation.
5. Rule 23(b)(2) certification was inappropriate because Plaintiffs primarily sought monetary damages and did not show that injunctive or declaratory relief was more than incidental to the damages claims.

KEY QUOTATIONS

> *“the court may ‘probe behind the pleadings,’ to ‘formulate some prediction as to how specific issues will play out’ in order to assess whether the proposed class meets the legal requirements for certification.”* (Section III.B)

> *“Even the risk that the policies may require an individualized assessment of the time reasonably required to replace each insured’s vehicle in order to determine whether a potential class member has suffered an injury, or otherwise to measure damages, does not defeat predominance.”* (Section III.E.1)

> *"The Court finds that Plaintiffs primarily seek monetary damages, and thus certification under Rule 23(b)(2) is not appropriate."* (Section III.F)

FACTUAL BACKGROUND

Plaintiffs purchased automobile insurance policies from Liberty Mutual Personal Insurance Company containing an Optional Transportation Expenses Coverage endorsement. The endorsement provided rental-vehicle expenses after a total loss for the period reasonably required to replace the vehicle, subject to a maximum of 30 days or $900. Plaintiffs alleged that Liberty Mutual used a practice or guideline to terminate rental benefits before 30 days without determining the individualized period reasonably required for each insured to replace a totaled vehicle.

PROCEDURAL HISTORY

Plaintiffs filed suit on November 21, 2023, alleging that Liberty Mutual prematurely terminated rental-car benefits under automobile insurance policies. Plaintiffs filed an amended complaint asserting breach of contract, Missouri vexatious-conduct claims, Illinois Insurance Code claims, and declaratory judgment. Several defendants were dismissed without prejudice, and Liberty Mutual Insurance Company obtained summary judgment on September 5, 2025. The court then considered Plaintiffs' motion for class certification, heard oral argument on October 27, 2025, and granted it in part.

DISPOSITION

other

CASES CITED

- Comcast Corp. v. Behrend, 569 U.S. 27, 33 (2013)
- Califano v. Yamasaki, 442 U.S. 682, 700-701 (1979)
- Smilow v. Sw. Bell Mobile Sys., Inc., 323 F.3d 32, 38-41 (1st Cir. 2003)
- In re New Motor Vehicles Canadian Exp. Antitrust Litig., 522 F.3d 6, 17-19, 27 (1st Cir. 2008)
- In re Nexium Antitrust Litig., 777 F.3d 9, 27 (1st Cir. 2015)
- Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338, 349-50, 360-62 (2011)
- Garcia-Rubiera v. Calderon, 570 F.3d 443, 460-61 (1st Cir. 2009)
- Kolbe v. BAC Home Loans Servicing, LP, 738 F.3d 432, 441 (1st Cir. 2013)
- Tardiff v. Knox Cnty., 365 F.3d 1, 4 (1st Cir. 2004)
- Waste Mgmt. Holdings, Inc. v. Mowbray, 208 F.3d 288, 298 (1st Cir. 2000)
- In re PolyMedica Corp. Secs. Litig., 432 F.3d 1, 17 (1st Cir. 2005)
- Stechert v. Travelers Home & Marine Ins. Co., 779 F. App'x 958, 960, 962 (3d Cir. 2019)
- In re Asacol Antitrust Litig., 907 F.3d 42, 51 (1st Cir. 2018)
- Amchem Prods, Inc. v. Windsor, 521 U.S. 591, 615, 623-25 (1997)
- Gintis v. Bouchard Transp. Co., 596 F.3d 64, 66-68 (1st Cir. 2010)

- Klay v. Humana, Inc., 382 F.3d 1241, 1262-63 (11th Cir. 2004)
