

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Duron v. Nationwide Mutual Insurance Co.

No. 2:22-cv-01195-JAM-CSK (E.D. Cal. May 14, 2025) · No. 2:22-cv-01195-JAM-CSK · Decided May 15,
2025

SUMMARY

The United States District Court for the Eastern District of California granted Nationwide Mutual Insurance Company’s motion for summary judgment in an action involving alleged negligence, fiduciary-duty, fraud, implied-covenant, and emotional-distress claims. The court held that Nationwide could not have caused the plaintiffs’ injuries because the trucking company’s motor carrier permit was suspended before Nationwide’s policy became effective and the required reinstatement fee had not been paid.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	John A. Mendez
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	May 15, 2025
DOCKET	2:22-cv-01195-JAM-CSK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought claims for professional negligence, breach of fiduciary duty, constructive fraud, breach of the implied covenant of good faith and fair dealing, and intentional infliction of emotional distress. Defendant moved for summary judgment, arguing that Plaintiffs could not establish causation.
STANDARD OF REVIEW	Summary judgment is appropriate when, viewing the record in the light most favorable to the nonmoving party, there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The nonmoving party must identify evidence sufficient for a reasonable jury to return a verdict in its favor and may not rely on metaphysical doubt or conclusory factual disputes.
PRECEDENTIAL VALUE	unpublished district court opinion; persuasive authority only

TOPICS

summary judgment civil procedure insurance professional negligence breach of contract

PRACTICE AREAS

civil procedure insurance professional negligence contracts commercial litigation torts

QUESTIONS PRESENTED

1. Whether Nationwide was entitled to summary judgment because Plaintiffs could not establish that Nationwide caused their alleged injuries.
2. Whether Plaintiffs' evidence created a genuine dispute of material fact concerning causation.
3. Whether a declaration that contradicted the plaintiff's prior deposition testimony could create a triable issue for summary judgment purposes.

HOLDINGS

1. Nationwide was not the legal cause of Plaintiffs' injuries because the Motor Carrier Permit was suspended before Nationwide's policy became effective, and the permit could not be reinstated without compliance with the California DMV's insurance and \$150 fee requirements.
2. Plaintiffs did not present evidence sufficient to create a genuine dispute regarding causation because the material facts came from their own deposition testimony and DMV records and showed that the suspension preceded Nationwide's coverage.
3. A party generally cannot create a genuine issue of material fact by submitting an affidavit or declaration that contradicts the party's prior deposition testimony; Plaintiffs' declaration was stricken to the extent it contradicted the deposition evidence.

KEY QUOTATIONS

"Summary judgment is appropriate when the record, read in the light most favorable to the non-moving party, indicates "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)

"Under these established facts, Nationwide cannot be said to have "caused" Plaintiffs' injuries as a matter of law because Miggy's Trucking's MCP was suspended prior to Plaintiff Duron's acquisition of the Nationwide policy and no MCP could be reissued without payment of the \$150 fee." (at 7)

"Because no facts supporting causation can be traced to Nationwide, summary judgment is appropriate "since a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial."" (at 8)

FACTUAL BACKGROUND

Miggy's Trucking maintained insurance through Infinity Select until May 4, 2020, then obtained a Nationwide policy effective May 15, 2020, creating a ten-day lapse in coverage. Because of the lapse, the California Department of Motor Vehicles suspended the company's Motor Carrier Permit effective May 4, 2020, and

required payment of a \$150 reinstatement fee. The company's permit remained suspended, its drivers received citations, and Plaintiffs alleged that they lost a trucking contract and eventually dissolved the business. The court found that the suspension preceded Nationwide's policy effective date and that Plaintiffs had not timely paid the reinstatement fee.

PROCEDURAL HISTORY

Plaintiffs sued Nationwide in federal court after removal from state court. Following discovery, Nationwide moved for summary judgment on all five claims. The court granted the motion, directed entry of judgment for Nationwide, and ordered the action closed.

DISPOSITION

other

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Keenan v. Allan, 91 F.3d 1275, 1279 (9th Cir. 1996)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)
- Grindstone Indian Rancheria v. Olliff, 2021 WL 3077464, at *1 (E.D. Cal. July 21, 2021)
- Sandoval v. County of San Diego, 985 F.3d 657, 665 (9th Cir. 2021)
- Burch v. Regents of the University of California, 433 F. Supp. 2d 1110, 1119 (E.D. Cal. 2006)
- Fraser v. Goodale, 342 F.3d 1032, 1036-37 (9th Cir. 2003)
- Block v. City of Los Angeles, 253 F.3d 410, 418-19 (9th Cir. 2001)
- Van Asdale v. Int'l Game Tech., 577 F.3d 989, 998 (9th Cir. 2009)
- Williams v. Adams, 2012 WL 12842781, at *23 (E.D. Cal. Nov. 29, 2012), aff'd sub nom. Williams v. Williams, 599 F. App'x 758 (9th Cir. 2015)
- Sanders v. City of Bakersfield, 2005 WL 6267361, at *6 (E.D. Cal. Sept. 30, 2005), on reconsideration in part, 2009 WL 734059 (E.D. Cal. Mar. 17, 2009)
- Land O'Lakes, Inc. v. Dairyamerica, Inc., 2017 WL 495644, at *5 (E.D. Cal. Feb. 6, 2017)
- Gutierrez v. Girardi, 194 Cal. App. 4th 925, 932 (2011)
- Magic Leap, Inc. v. Chi Xu, 2020 WL 3268659, at *7 (N.D. Cal. June 17, 2020)
- Britz Fertilizers, Inc. v. Bayer Corp., 665 F. Supp. 2d 1142, 1167 (E.D. Cal. 2009)
- Colonial Van & Storage, Inc. v. Superior Court, 76 Cal. App. 5th 487, 506 (2022)