

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
WASHINGTON

Kaili Timperley v. Safeco Insurance Company of America, Brothers
Restoration, LLC, and GuideOne Insurance Company

Timperley · No. 2:25-CV-00326-MKD · Decided March 31, 2026

SUMMARY

The U.S. District Court for the Eastern District of Washington granted GuideOne Insurance Company’s unopposed motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) after determining that GuideOne was incorrectly named as the bonding company. The court also granted the plaintiff leave to file a second amended complaint removing GuideOne and adding the proper bonding company, and directed GuideOne to submit documentation supporting any request for costs and fees.

CASE DETAILS

COURT	United States District Court for the Eastern District of Washington
WRITING FOR THE COURT	Mary K. Dimke
JURISDICTION	U.S. District Court for the Eastern District of Washington
DECIDED	March 31, 2026
DOCKET	2:25-CV-00326-MKD
DISPOSITION	other
PROCEDURAL POSTURE	After removal from Spokane County Superior Court, GuideOne moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the claims against it, and Timperley moved for leave to amend the complaint to remove GuideOne and add the proper bonding company.
STANDARD OF REVIEW	A district court may grant an unopposed motion to dismiss under the applicable local rule. Leave to amend under Federal Rule of Civil Procedure 15(a)(2) is committed to the trial court's discretion, but leave should be freely given when justice so requires and should not be denied without a justifying reason.
PRECEDENTIAL VALUE	unpublished
PARTIES	Kaili Timperley v. Safeco Insurance Company of America, Brothers Restoration, LLC, GuideOne Insurance Company

TOPICS

motions to dismiss

motion to amend

pleadings

civil procedure

insurance

PRACTICE AREAS

civil procedure

insurance

construction law

QUESTIONS PRESENTED

1. Whether GuideOne's unopposed motion to dismiss should be granted under Eastern District of Washington Local Civil Rule 7(e) when the parties agreed that GuideOne was incorrectly named and was not the proper bonding company.
2. Whether Timperley should be granted leave under Federal Rule of Civil Procedure 15(a)(2) to amend the complaint to remove GuideOne and add the proper bonding company.

HOLDINGS

1. The court may grant GuideOne's unopposed motion to dismiss under Local Civil Rule 7(e), and dismissal was appropriate because the parties agreed that GuideOne was incorrectly named and was not the proper bonding company.
2. Leave to amend should be granted because the motion was unopposed, the parties agreed that GuideOne was incorrectly named, and all four relevant amendment factors favored amendment.

KEY QUOTATIONS

"The court should freely give leave when justice so requires." (at 2)

"Only where prejudice is shown or the movant acts in bad faith are courts protecting the judicial system or other litigants when they deny leave to amend a pleading." (at 2)

FACTUAL BACKGROUND

Timperley named GuideOne Insurance Company as a defendant and alleged claims including violations of Washington's Insurance Fair Conduct Act and Consumer Protection Act, bad faith, breach of contract, negligent claims handling, negligence, suit on a registration bond, and declaratory judgment. GuideOne informed Timperley's counsel that it was the incorrect bonding company and identified the company listed in the Washington State Contractor Database as the correct bonding company. Timperley's counsel acknowledged that GuideOne had been named in error, but the complaint was not amended before GuideOne moved to dismiss. Timperley subsequently moved to amend to remove GuideOne and add the proper bonding company.

PROCEDURAL HISTORY

Timperley filed an amended complaint in Spokane County Superior Court naming GuideOne as a defendant and asserting insurance, consumer-protection, bad-faith, contract, negligence, bonding, and declaratory-judgment claims. Safeco removed the action to the Eastern District of Washington. GuideOne moved to dismiss after

notifying Timperley that it was the incorrect bonding company, and Timperley later moved to amend to remove GuideOne and add the proper bonding company. The court granted both motions.

DISPOSITION

other

CASES CITED

- Ghazali v. Moran, 46 F.3d 52, 53-54 (9th Cir. 1995)
- Stanton v. Battelle Energy All., LLC, 83 F. Supp. 3d 937, 949 (D. Idaho 2015)
- Foman v. Davis, 371 U.S. 178, 182 (1962)
- United States v. Webb, 655 F.2d 977, 980 (9th Cir. 1981)
- Howey v. United States, 481 F.2d 1187, 1191 (9th Cir. 1973)

OPINION

Timperley

PER CURIAM.

1 FILED IN THE

U.S. DISTRICT COURT

EASTERN DISTRICT OF WASHINGTON

2 Mar 31, 2026

SEAN F. MCAVOY, CLERK

3 4

5 UNITED STATES DISTRICT COURT

6 EASTERN DISTRICT OF WASHINGTON

7 KAILI TIMPERLEY, and individual, No. 2:25-CV-00326-MKD 8 Plaintiff, ORDER
GRANTING

DEFENDANT’S MOTION FOR

9 vs. DISMISSAL AND PLAINTIFF’S

MOTION TO AMEND

10 SAFECO INSURANCE COMPANY OF

AMERICA, a foreign insurance ECF Nos. 14, 16 11 company; and BROTHERS RESTORATION, LLC, Bond No. 12 A270093095, a foreign limited liability company; and GUIDEONE 13 INSURANCE COMPANY, a foreign insurance company, 14 Defendants. Before the Court is Defendant GuideOne Insurance Company’s Motion for 15 Dismissal Under FRCP 12(b)(6) for Failure to State a Claim, ECF No. 14, and 16 Plaintiff’s Motion for Leave of Court to Amend the Second Amended Complaint, 17 ECF No. 16. For the reasons stated below, the Court grants both motions. 18

BACKGROUND

19 On August 21, 2025, Plaintiff filed an Amended Complaint for Damages in 20 Spokane County Superior Court naming GuideOne as a defendant and alleging 1 claims under the Insurance Fair Conduct Act and Consumer Protection Act as well 2 as alleging claims for bad faith violations, breach of contract, negligent claims 3 handling, negligence, suit on registration bond, and declaratory judgment. ECF

4 No. 1-1 at 1. On August 26, 2025, Defendant Safeco Insurance Company of

5 America removed the case to the United States District Court for the Eastern 6 District of Washington. ECF No. 1. 7 On January 9, 2026, Defendant GuideOne moved to dismiss the claims 8 against it, arguing it was named as a defendant in error. ECF No. 14 at 2. 9 GuideOne contends that it informed Plaintiff's counsel on September 9, 2025, via 10 email that GuideOne was the incorrect bonding company and referenced the 11 Washington State Contractor Database which listed the correct bonding company. 12 ECF Nos. 14 at 4; 15-1 at 2. That same day, Plaintiff's counsel's firm responded 13 confirming that GuideOne was named in error and that the complaint would be 14 amended. ECF No. 15-2 at 2. On November 4, 2025, the complaint had not been 15 amended and GuideOne emailed Plaintiff's counsel requesting the amendment be 16 made. ECF No. 15-3 at 2. Plaintiff's counsel responded that he would work on 17 amending the complaint that day. Id. GuideOne asserts that the complaint was 18 never amended so it moved to dismiss the claims against it. ECF No. 14 at 6. 19 Plaintiff did not respond to Defendant GuideOne's motion to dismiss. 20 1 On February 12, 2026, Plaintiff moved to amend her complaint to remove 2 GuideOne as a party, because GuideOne is the incorrect bonding company, and 3 add the proper bonding company. ECF No. 16. Defendants did not respond to 4 Plaintiff's Motion to Amend but informed the Court that they did not oppose the 5 motion.

6 LEGAL STANDARD

7 In the Ninth Circuit, a district court may grant a motion to dismiss as 8 unopposed pursuant to a local rule that permits the granting of a motion for failure 9 to respond. *Ghazali v. Moran*, 46 F.3d 52, 53-54 (9th Cir. 1995). LCivR 7(e) 10 provides that the "failure to comply with the requirements" of LCivR 7(c) "may be 11 deemed consent to the entry of an order adverse to the party who violates" it. 12 Pursuant to Rule 15(a)(2) of the Federal Rules of Civil Procedure, a party 13 may amend their complaint with the court's leave. "The court should freely give 14 leave when justice so requires." Id. "The decision whether to grant or deny a 15 motion to amend pursuant to Rule 15(a) rests in the sole discretion of the trial 16 court." *Stanton v. Battelle Energy All., LLC.*, 83 F. Supp. 3d 937, 949 (D. Idaho 17 2015). However, "outright refusal to grant the leave without any justifying reason 18 appearing for the denial is not an exercise of discretion; it is merely abuse of that 19 discretion and inconsistent with the spirit of the Federal Rules." *Foman v. Davis*, 20 371 U.S. 178, 182 (1962). 1 "[T]he Supreme Court identified four factors relevant to whether a motion 2 for leave to amend pleadings should be denied: undue delay, bad faith or dilatory 3 motive, futility of amendment, and prejudice to the opposing party." *United States 4 v. Webb*, 655 F.2d 977, 980 (9th Cir. 1981) (citing *Foman*, 371 U.S. at 182). These 5 factors "are not

of equal weight.” Id. (citing *Howey v. United States*, 481 F.2d 6 1187, 1191 (9th Cir. 1973)). “[D]elay alone no matter how lengthy is an 7 insufficient ground for denial of leave to amend.” Id. “Only where prejudice is 8 shown or the movant acts in bad faith are courts protecting the judicial system or 9 other litigants when they deny leave to amend a pleading.” Id. (quoting *Howey*, 10 481 F.2d at 1191) (citations omitted).

11 DISCUSSION

12 The parties agree that GuideOne was incorrectly named as a party and is not 13 the correct bonding company. ECF Nos. 14 at 2-3; 16 at 2-3. Further, Plaintiff 14 failed to respond to GuideOne’s motion, ECF No. 16, and acknowledges that 15 GuideOne is the incorrect bonding company. Pursuant to LCivR 7(e), the Court 16 grants GuideOne’s Motion for Dismissal Under FRCP 12(B)(6) for Failure to State 17 a Claim, ECF No. 14. 18 Defendants do not oppose Plaintiff’s Motion to for Leave of Court to Amend 19 the Second Amended Complaint, ECF No. 16. Considering that the motion is 20 unopposed and that the parties agree that GuideOne is the incorrect bonding 1 company, the Court finds that all four factors weigh in favor of allowing leave to 2 amend. Accordingly, the Court grants Plaintiff’s Motion for Leave of Court to 3 Amend the Second Amended Complaint. 4 Accordingly, IT IS ORDERED: 5 1. Defendant GuideOne Insurance Company’s Motion for Dismissal 6 Under FRCP 12(b)(6) for Failure to State a Claim, ECF No. 14, and 7 Plaintiff’s Motion for Leave of Court to Amend the Second Amended 8 Complaint, ECF No. 16, are GRANTED. 9 2. Plaintiff shall file the Second Amended Complaint by April 6, 2026. 10 3. All claims against GuideOne Insurance Company are DISMISSED. 11 4. Defendant GuideOne is directed to file a declaration and 12 documentation in support of their request for costs and fees by April 13 13, 2026. Plaintiff may file a response one week thereafter. 14 IT IS SO ORDERED. The District Court Executive is directed to file this 15 order and provide copies to counsel. 16 DATED March 31, 2026. 17 s/Mary K. Dimke

18 MARY K. DIMKE

UNITED STATES DISTRICT JUDGE

19 20