

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PRECEDENTIAL VALUE	unpublished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)

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