

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
TENNESSEE

Interstate 10 Partners, LLC v. Berkley National Insurance Company

Interstate 10 Partners · No. 3:23-cv-01233 · Decided March 21, 2026

SUMMARY

The United States District Court for the Middle District of Tennessee denied Berkley National Insurance Company’s motion for leave to file a motion for partial summary judgment and its alternative request to certify two questions to the Tennessee Supreme Court. The proposed issues concerned whether Tennessee’s bad-faith insurance statute provides the exclusive extra-contractual remedy and whether Tennessee’s statutory cap on punitive damages is constitutional. The court concluded that the proposed issues were not presently determinative of the case because liability and damages had not yet been established.

CASE DETAILS

COURT	United States District Court for the Middle District of Tennessee
WRITING FOR THE COURT	Eli J. Richardson
JURISDICTION	United States District Court for the Middle District of Tennessee
DECIDED	March 21, 2026
DOCKET	3:23-cv-01233
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for leave to file a proposed motion for partial summary judgment concerning the availability of extra-contractual and punitive damages and alternatively moved to certify two questions of Tennessee law to the Tennessee Supreme Court.
STANDARD OF REVIEW	The court applied its discretion under the case management order to determine whether to permit a partial-summary-judgment motion and applied the discretionary certification standard under Tennessee Supreme Court Rule 23.
PRECEDENTIAL VALUE	Nonprecedential district-court memorandum opinion

TOPICS

insurance coverage

insurance bad faith

summary judgment

civil procedure

damages

PRACTICE AREAS

insurance

civil procedure

contracts

constitutional law

remedies

QUESTIONS PRESENTED

1. Whether the court should grant Defendant leave to file a proposed motion for partial summary judgment concerning the availability of punitive and other extra-contractual damages.
2. Whether the court should certify to the Tennessee Supreme Court questions concerning the exclusivity of Tennessee Code Annotated section 56-7-105(a) and the constitutionality of the punitive-damages cap in section 29-39-104.

HOLDINGS

1. The court may deny leave to file a partial-summary-judgment motion when the proposed motion would not promote judicial efficiency, even if the motion presents legal questions and no genuine factual dispute is apparent.
2. Certification to the Tennessee Supreme Court was properly denied because the proposed questions concerning potential damages were not, at that stage of the litigation, determinative of the cause.

KEY QUOTATIONS

“Motions for partial summary judgment are generally disfavored because they are resolved by orders that cannot be appealed until final adjudication.” (Analysis § 1)

“The decision whether or not to utilize a certification procedure lies within the sound discretion of the district court.” (Analysis § 2)

“A question of law is ‘determinative of the cause’ if it is claim-dispositive.” (Analysis § 2)

FACTUAL BACKGROUND

Interstate 10 Partners, LLC, a Tennessee limited liability company, had an insurable interest in a Nashville hotel and surrounding property covered by a policy issued by Berkley National Insurance Company. Extreme weather damaged the insured premises in March 2020. Plaintiff alleged that Berkley failed to pay amounts owed under the policy and asserted a single breach-of-contract claim seeking compensatory and punitive damages.

PROCEDURAL HISTORY

Plaintiff brought a Tennessee insurance-coverage action based on alleged nonpayment under an insurance policy after weather damaged an insured hotel property. Defendant sought leave to file partial summary judgment addressing whether Tennessee's bad-faith statute provides the exclusive extra-contractual remedy and whether the statutory punitive-damages cap is constitutional. Defendant alternatively sought certification of those questions to the Tennessee Supreme Court. The district court denied both requests in their entirety.

DISPOSITION

other

CASES CITED

- *Beahm v. Auto Owners Ins. Co.*, No. 3:13-CV-160-JMH, 2013 WL 3976622, at *2 (E.D. Tenn. Aug. 2, 2013)
- *Right Way Nutrition, LLC v. Gen. Nutrition Corp.*, 421 F. Supp. 3d 78, 87 (W.D. Pa. 2019)
- *RePass v. Vreeland*, 357 F.2d 801, 805 (3d Cir. 1966)
- *Oto Software, Inc. v. Highwall Techs., LLC*, No. 08-CV-01897-PAB-CBS, 2010 WL 3842434, at *22 (D. Colo. Aug. 6, 2010)
- *Bruschini v. Board of Education of Arlington Central School District*, 911 F. Supp. 104, 106 (S.D.N.Y. 1995)
- *Harmon v. Shell Oil Co.*, No. 3:20-CV-00021, 2023 WL 8014235, at *4 (S.D. Tex. Nov. 9, 2023)
- *Powell v. Radkins*, 506 F.2d 763, 765 (5th Cir. 1975)
- *McClay v. Airport Mgmt. Servs., LLC*, 596 S.W.3d 686, 696 (Tenn. 2020)
- *Lindenberg v. Jackson Nat'l Life Ins. Co.*, 912 F.3d 348, 364 (6th Cir. 2018)
- *Pennington v. State Farm Mut. Auto. Ins. Co.*, 553 F.3d 447, 449-50 (6th Cir. 2009)
- *Transamerica Ins. Co. v. Duro Bag Mfg. Co.*, 50 F.3d 370, 372 (6th Cir. 1995)
- *Pino v. United States*, 507 F.3d 1233, 1236 (10th Cir. 2007)
- *BKB Properties, LLC v. SunTrust Bank*, 453 F. App'x 582, 588 (6th Cir. 2011)
- *Lindenberg v. Jackson Nat'l Life Ins. Co.*, 147 F. Supp. 3d 694, 700 (W.D. Tenn. 2015)
- *Becker v. Ford Motor Co.*, No. 1:13-CV-276-SKL, 2013 WL 6046080, at *2 (E.D. Tenn. Nov. 13, 2013)
- *Seals v. H & F, Inc.*, 301 S.W.3d 237, 241 n.3 (Tenn. 2010)
- *Thompson Rsch. Grp., LLC v. Winnebago Indus., Inc.*, No. 3:17-CV-01595, 2020 WL 12932418, at *2 (M.D. Tenn. Mar. 23, 2020)
- *Carrico v. Uponor, Inc.*, No. 3:23-CV-00497, 2025 WL 2918419, at *7-8 (M.D. Tenn. Oct. 14, 2025)