

Case No. S259215

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA

BLAKELY MCHUGH AND TRYSTA M. HENSELMEIER
Plaintiffs, Appellants, and Petitioners,
vs.

PROTECTIVE LIFE INSURANCE COMPANY
Defendant and Respondent.

AFTER DECISION BY THE COURT OF APPEAL OF THE STATE OF CALIFORNIA,
FOURTH DISTRICT, DIVISION ONE, CASE No. D072863

(ON APPEAL FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
THE HONORABLE JUDITH M. HAYES, JUDGE
CASE No. 37-2014-00019212-CU-IC-CTL)

**RESPONDENT'S MOTION FOR JUDICIAL NOTICE; DECLARATION;
[PROPOSED] ORDER**

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Attorneys for Defendant and Respondent Protective Life Insurance Company

**RESPONDENT'S MOTION FOR JUDICIAL NOTICE IN SUPPORT OF
ANSWER TO PETITION FOR REVIEW**

Pursuant to California Rules of Court, rules 8.54 and 8.252(a), and Evidence Code sections 452, subdivision (d), and 459, subdivision (d), Respondent Protective Life Insurance Company respectfully moves that this Court take judicial notice of the attached documents in support of its Answer to the Petition for Review:

1. Exhibit A: A true and correct copy of the Order Denying Defendant's *Ex Parte* Application to Stay Case previously entered by the United States District Court for the Central District of California on October 21, 2019, in the matter of *Bentley v. United of Omaha Life Ins.* (C.D. Cal. Oct. 21, 2019) No. CV 15-7870-DMG (AJWx) (Doc.196).

2. Exhibit B: A true and correct copy of the Notice of Supplemental Authority and Response to Supplemental Authority previously filed by Plaintiff Susan Pitt on November 1, 2019, in the matter of *Pitt v. MetLife, Inc., et al.* (N.D. Cal. Nov. 1, 2019, No. 4:18-cv-06609-YGR) (Doc. 99).

DATED: December 6, 2019

Respectfully submitted,

MAYNARD, COOPER & GALE, P.C.
GRIGNON LAW FIRM, LLP
NOONAN LANCE BOYER & BANACH LLP

s/ John C. Neiman, Jr. _____

John C. Neiman, Jr. (application for admission
pro hac vice pending)

Counsel for Defendant and Respondent Protective Life Insurance Company

MEMORANDUM OF POINTS AND AUTHORITIES

The filings attached as Exhibits A and B meet all of the requirements under California Rules of Court, rule 8.252(a)(1), authorizing this Court to take judicial notice of certain documents. (Cal. R. Ct., rule 8.252 (a)(1) [requiring party seeking judicial notice of documents to file a motion stating “(A) Why the matter to be noticed is relevant to the appeal; (B) Whether the matter to be noticed was presented to the trial court and, if so, whether judicial notice was taken by that court; (C) If judicial notice of the matter was not taken by the trial court, why the matter is subject to judicial notice under Evidence Code section 451, 452, or 453; and (D) Whether the matter to be noticed relates to proceedings occurring after the order or judgment that is the subject of the appeal.”])

Exhibits A and B are relevant to Plaintiffs’ Petition for Review because both are discussed in Protective’s Answer. (See Answer 5-6.) Plaintiffs have asserted that in the *Bentley* federal litigation, U.S. District Judge Dolly M. Gee “refused to follow or be influenced by the reasoning of the Court of Appeal’s Opinion” in this case “and further concluded that its reasoning would not be followed by this Court.” (Pet. 28.) As Protective explains in its Answer, Plaintiffs’ characterization is wrong because in the October 21, 2019 order attached as Exhibit A, Judge Gee did not disagree with the Court of Appeal’s Opinion, but instead distinguished it on the basis that the Court of Appeal’s Opinion

addressed a life-insurance policy that, unlike the policies in the case before Judge Gee, did not have a provision stating that it “renewed” each year. (Answer 6.) Moreover, as Protective also has explained in its Answer, counsel for Plaintiffs acknowledged, in the separate filing in another federal case attached to this motion as Exhibit B, that Judge Gee had distinguished the Court of Appeal’s decision on this factual basis, rather than disagreeing with its legal reasoning. (Answer 6.)

The filings attached as Exhibits A and B are subject to judicial notice. A reviewing court may take judicial notice of any matter specified in Evidence Code section 452. (Evid. Code, § 459, subd. (a) [“The reviewing court may take judicial notice of any matter specified in [Evidence Code] Section 452.”]. The order attached as Exhibit A and the filing attached as Exhibit B are subject to judicial notice under Evidence Code section 452 because they are records of the federal courts, and submitted for the purposes of allowing this Court to take notice (1) that these filings have been made, (2) that Judge Gee drew the conclusions stated in her order, and (3) that counsel for Plaintiffs acknowledged as much in the brief they filed in a separate federal case. (Evid. Code, § 452, subdivision (d)(1) [“Judicial notice may be taken of the following matters to the extent that they are not embraced within Section 451: . . . (d) Records of . . . (2) any court of record of the United States”]; *Kilroy v. State* (2004) 119 Cal. App. 4th 140, 145 (2004) [court may take judicial notice of an order in federal

case “to prove the truth of the fact that such order was issued” but not the truth of the facts found in the order].)

Exhibits A and B were entered and filed in the federal courts after the Court of Appeal issued its Opinion, so Protective had no occasion to request the lower courts to take judicial notice of them.

Based on the foregoing legal authority, and for the foregoing reasons, Protective respectfully requests this Court to grant its motion for judicial notice.

DATED: December 6, 2019

Respectfully submitted,

MAYNARD, COOPER & GALE, P.C.
GRIGNON LAW FIRM, LLP
NOONAN LANCE BOYER & BANACH LLP

s/ John C. Neiman, Jr.
John C. Neiman, Jr. (application for admission
pro hac vice pending)

Counsel for Defendant and Respondent Protective Life Insurance Company

DECLARATION

I, John C. Neiman, Jr., declare:

1. I am lead appellate counsel for Respondent Protective Life Insurance Company in this matter. I submit this declaration in support of Respondent's Motion for Judicial Notice.

2. The facts set forth herein are true and correct of my own personal knowledge. If called upon to do so as a witness, I could and would competently testify thereto.

3. The documents attached to this motion are true and correct copies of an order issued in a proceeding in the United States District Court for the Central District of California, *Bentley v. United of Omaha Life Ins.* (C.D. Cal. Oct. 21, 2019) No. CV 15-7870-DMG (AJWx) (Doc.196), and a notice filed in a proceeding in the United States District Court for the Northern District of California, *Pitt v. MetLife, Inc., et al.* (N.D. Cal. Nov. 1, 2019) No. 4:18-cv-06609-YGR (Doc. 99).

4. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of December, 2019 in Birmingham, Alabama

By /s/ John C. Neiman, Jr.

John C. Neiman, Jr.

[PROPOSED] ORDER

Respondent Protective Life Insurance Company's Motion for Judicial Notice is granted. The Court takes judicial notice of Exhibits A and B attached to the motion.

IT IS SO ORDERED:

Dated: _____

PRESIDING JUSTICE

PROOF OF SERVICE

I am a citizen of the United States. I am over the age of 18 and not a party to this action. My business address is 1901 Sixth Avenue North, Birmingham, Alabama 35203.

On December 6, 2019, I filed this document through the TrueFiling system, which will serve an electronic copy of this document on the attorneys for Appellants and amicus curiae at the following addresses:

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Counsel for Appellants

I also served the trial court and Court of Appeal by placing a paper copy of this document, in a sealed envelope, for collection and mailing on December 6, 2019, from my law firm whose address appears above, following our ordinary business practices. I am readily familiar with my law firm's practices regarding mailing. On the same day that correspondence is placed for mailing, it is deposited with the U.S. Postal Service with postage prepaid. I addressed the envelopes to the following:

San Diego Superior Court, Central Div.
Attn: Hon. Judith F. Hayes
330 W. Broadway, Dept. 68
San Diego, CA 92101

Court of Appeal of the State of California
4th Appellate District, Div. 1
750 B Street, Suite 300
San Diego, CA 92101

I also sent a copy to this Court via Federal Express overnight delivery. I addressed the envelope to the following:

Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

I declare under penalty of perjury that the foregoing is true and correct.

DATED: December 6, 2019

s/ John C. Neiman, Jr.
John C. Neiman, Jr.

EXHIBIT A

Order Denying Defendant's *Ex Parte* Application to Stay Case, *Bentley v. United of Omaha Life Ins.* (C.D. Cal. Oct. 21, 2019) No. CV 15-7870-DMG (AJWx) (Doc.196).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. **CV 15-7870-DMG (AJWx)** Date **October 21, 2019**

Title ***Jennifer Bentley v. United of Omaha Life Insurance Company*** Page **1 of 2**

Present: The Honorable **DOLLY M. GEE, UNITED STATES DISTRICT JUDGE**

KANE TIEN

Deputy Clerk

NOT REPORTED

Court Reporter

Attorneys Present for Plaintiff(s)
None Present

Attorneys Present for Defendant(s)
None Present

Proceedings: IN CHAMBERS - ORDER DENYING DEFENDANT’S *EX PARTE* APPLICATION TO STAY CASE [194]

On October 15, 2019, Defendant United of Omaha Life Insurance Company (“United”) filed an *Ex Parte* Application to Stay Action Pending Finality of *McHugh v. Protection Life* Decision Issued October 9, 2019. [Doc. # 194.] On November 8, 2017, Plaintiff Jennifer Bentley, on behalf of the Class in this action, filed an Opposition to the *Ex Parte* Application. [Doc. # 195.] Having duly considered the parties’ written submissions, the Court DENIES the request for a stay.

When determining whether to issue a stay, courts consider the following four factors:

(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies.

Leiva-Perez v. Holder, 640 F.3d 962, 964 (9th Cir. 2011) (quoting *Nken v. Holder*, 556 U.S. 418, 426 (2009)).

Instead of addressing the stay factors, Defendant points to an order recently issued by the California Court of Appeal in *McHugh v. Protection Life Insurance Co.* [Case No. D072863] holding that California Insurance Code sections 10113.71 and 10113.72 do not apply to policies issued prior to January 1, 2013. *Ex Parte* Application at 5 [Doc. # 194]. Defendant argues that “the reasoning and holding of the California Court of Appeal in *McHugh* must be applied by this Court.” *Id.*

As Defendant notes, “[w]here there is no convincing evidence that the state supreme court would decide differently, a federal court is obligated to follow the decisions of the state’s intermediate appellate courts.” *Ryman v. Sears, Roebuck & Co.*, 505 F.3d 993, 995 (9th Cir. 2007) (quoting *Vestar Dev. II, LLC v. Gen. Dynamics Corp.*, 249 F.3d 958, 960 (9th Cir. 2001)). But

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERALCase No. **CV 15-7870-DMG (AJWx)**Date **October 21, 2019**Title ***Jennifer Bentley v. United of Omaha Life Insurance Company***Page **2 of 2**

Defendant has not made a strong showing that this Court is obligated to follow *McHugh* or that it is likely to succeed on the merits in light of *McHugh*. The insurance policy at issue in *McHugh* was never renewed, and the opinion did not discuss the prospective application of the relevant insurance code sections through California's renewal principle as articulated by either the Ninth Circuit or the California Court of Appeal. See *Stephan v. Unum Life Ins. Co. of Am.*, 697 F.3d 917, 927-28 (9th Cir. 2012) ("Each renewal [of an insurance policy] incorporates any changes in the law that occurred prior to the renewal."); *Modglin v. State Farm Auto. Ins. Co.*, 273 Cal. App. 2d 693, 700 (1969) ("[I]f we were to render the construction to the statute which the defendant submits and formulate a rule that the statute only applies to new policies, as distinguished from renewals of existing policies, the purpose of the Uninsured Motorist Law could be circumvented by the mere expedient of insurance of insurance [sic] carriers renewing their policies instead of issuing new ones. The Legislature never intended such a result."). Because *Modglin* provides convincing evidence that the California Supreme Court could rule differently from the *McHugh* court in the context of a policy renewal, this Court is not obligated to follow *McHugh*.

Defendant does not assert that it will suffer irreparable harm from denial of its application for a stay until the *McHugh* decision is finalized. Plaintiff asserts, however, that a potentially lengthy stay would substantially injure her and the Class Members' interests, depriving them of insurance proceeds and reducing the value of their claims.

In light of the foregoing, Defendant's *Ex Parte* Application to stay this action is **DENIED**.

IT IS SO ORDERED.

EXHIBIT B

Plaintiff Susan Pitt's Notice of Supplemental Authority and Response to Supplemental Authority, *Pitt v. MetLife, Inc., et al.* (N.D. Cal. Nov. 1, 2019, No. 4:18-cv-06609-YGR) (Doc. 99)

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Email: sball@einsurelaw.com

Attorneys for Plaintiff
SUSAN A. PITT

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SUSAN A. PITT, Individually, as Successor-
In-Interest to Michael A. Pitt, Decedent, on
Behalf of the Estate of Michael A. Pitt, and on
Behalf of the Class,

Plaintiff,

vs.

METLIFE, INC., a Delaware Corporation;
GENERAL AMERICAN LIFE INSURANCE
COMPANY, a Missouri Corporation;
METROPOLITAN TOWER LIFE
INSURANCE COMPANY, a Delaware
Corporation; and METLIFE GROUP, INC., a
New York Corporation.

Defendants.

CASE NO.: 4:18-cv-06609-YGR

**PLAINTIFF SUSAN PITT'S NOTICE OF
SUPPLEMENTAL AUTHORITY AND
RESPONSE TO SUPPLEMENTAL
AUTHORITY BY DEFENDANT
METROPOLITAN TOWER LIFE
INSURANCE COMPANY**

Judge: Hon. Yvonne Gonzalez Rogers

Trial Date: None Set

1 **I. NOTICE OF SUPPLEMENTAL AUTHORITY**

2 Plaintiff Susan Pitt respectfully submits the attached supplemental authority in support of
3 her Opposition to Defendant Metropolitan Tower Life Insurance Company's ("Tower") Motion to
4 Dismiss. (Doc. 64).

5 The Defendant in *Bentley v. United of Omaha Life Ins. Co., C.D. Cal. Case NO. 15-cv-*
6 *0870-DMG-AJW, (C.D. Cal. Oct. 22, 2019)* filed an Ex Parte Application to Stay Case and
7 presented the court with the recent *McHugh v. Protective Life Ins., 2019 WL 5060487, No.*
8 *D072863 (Cal. App. 4th Oct. 9, 2019)* decision, the same authority that Defendant Tower offers
9 the Court in this case. (Doc. 98).

10 In *Bentley*, the Court distinguished *McHugh*, declined to apply it, and denied defendant's
11 Ex Parte Application to Stay Case. (Doc. 196). In denying defendant's Application, the *Bentley*
12 court stated:

13 [D]efendant has not made a strong showing that this Court is obligated to follow
14 *McHugh* or that it is likely to succeed on the merits in light of *McHugh*. The
15 insurance policy at issue in *McHugh* was never renewed, and the opinion did not
16 discuss the prospective application of the relevant insurance code sections through
17 California's renewal principle as articulated by either the Ninth Circuit or the
18 California Court of Appeal. See *Stephan v. Unum Life Ins. Co., 697 F.3d 917,*
19 *927-928 (9th Cir 2012)* ("Each renewal [of an insurance policy] incorporates any
20 changes in the law that occurred prior to the renewal"); *Modglin v. State Farm*
21 *Auto Ins. Co., 273 Cal.App.2d 693, 700 (1969)* ("[I]f we were to render the
22 construction to the statute which the defendant submits and formulate a rule that
23 the statute only applies to new policies, as distinguished from renewals of existing
24 policies, the purpose of the Uninsured Motorist Law could be circumvented by the
25 mere expedient of insurance of insurance [sic] carriers renewing their policies
26 instead of issuing new ones. The Legislature never intended such a result.")
27 Because *Modglin* provides convincing evidence that the California Supreme Court
28 could rule differently from the *McHugh* court in the context of policy renewal, this
Court is not obligated to follow *McHugh*.

(*Bentley*, Doc. 196; Exhibit 1).

23 As articulated in the attached *Bentley* order, the *McHugh* court did *not* consider the well-
24 settled renewal principle, as the policy in *McHugh* did not renew prior to its cancellation for non-
25 payment.

26 The Pitt policy and facts are distinguishable from *McHugh*, because the Pitt policy, like the
27 policies at issue in *Bentley*, did renew in California prior to its cancellation. As such, should the
28 Court decide to consider *McHugh* before it is final, the decision in *McHugh* is inapplicable, as it

1 did not consider the effects of renewal, and the long line of cases in California that state
 2 unequivocally that a renewal of an insurance policy incorporates any changes in the law that occur
 3 prior to the renewal. See *Stephan v. Unum Life Ins. Co.*, 697 F.3d 917, 927-928 (9th Cir 2012).

4 **II. THE COURT SHOULD DEFER CONSIDERATION OF *MCHUGH* UNTIL THE**
 5 **DECISION IS FINAL**

6 Plaintiff requests the Court defer consideration of the *McHugh* decision and its relevance
 7 or impact on any of the proceedings before the Court until that opinion becomes final and is no
 8 longer subject to modification or review by the California Supreme Court. See Cal. Rules of Court
 9 8.264(b); 8.264(c)(1); 8.264(c); 8.1125(a); and 8.500(e)(1).

10 Assuming the California Court of Appeal does not modify the decision as a result of any
 11 petition for rehearing, the decision will be final on November 8, 2019. Cal. Rules of Court 8.268.
 12 If a petition for review is filed with the Supreme Court, the Supreme Court will have until January
 13 17, 2020, to order review. Cal. Rules of Court 8.1125; 8.512(b)(1). One of the law firms for
 14 Plaintiff in this action is counsel in the *McHugh* case and a request for review of the decision will
 15 occur.

16 Plaintiff also requests she be allowed an opportunity to brief the Court on the *McHugh*
 17 decision and its impact on the various issues before this Court after the January 17, 2020 deadline
 18 for the California Supreme Court decision on whether to order review. Plaintiff requests she be
 19 permitted to file a response to Defendant's Supplemental Authority (Doc. 98) by February 17,
 20 2020, on any final *McHugh* decision.

21 Respectfully submitted:

22 DATED: November 1, 2019

NICHOLAS & TOMASEVIC, LLP

23 By: /s/ Criag M. Nicholas
 24 Craig M. Nicholas (SBN 178444)
 25 Alex Tomasevic (SBN 245598)
 Shaun Markley (SBN 291785)

26 **WINTERS & ASSOCIATES**
 27 Jack B. Winters, Jr. (SBN 82998)
 Georg M. Capielo (SBN 245491)
 Sarah Ball (SBN 292337)

28 Attorneys for Plaintiff

(

(

EXHIBIT I

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. CV 15-7870-DMG (AJWx) Date October 21, 2019

Title Jennifer Bentley v. United of Omaha Life Insurance Company Page 1 of 2

Present: The Honorable DOLLY M. GEE, UNITED STATES DISTRICT JUDGE

KANE TIEN
Deputy Clerk

NOT REPORTED
Court Reporter

Attorneys Present for Plaintiff(s)
None Present

Attorneys Present for Defendant(s)
None Present

Proceedings: IN CHAMBERS - ORDER DENYING DEFENDANT'S *EX PARTE* APPLICATION TO STAY CASE [194]

On October 15, 2019, Defendant United of Omaha Life Insurance Company (“United”) filed an *Ex Parte* Application to Stay Action Pending Finality of *McHugh v. Protection Life* Decision Issued October 9, 2019. [Doc. # 194.] On November 8, 2017, Plaintiff Jennifer Bentley, on behalf of the Class in this action, filed an Opposition to the *Ex Parte* Application. [Doc. # 195.] Having duly considered the parties’ written submissions, the Court DENIES the request for a stay.

When determining whether to issue a stay, courts consider the following four factors:

- (1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies.

Leiva-Perez v. Holder, 640 F.3d 962, 964 (9th Cir. 2011) (quoting *Nken v. Holder*, 556 U.S. 418, 426 (2009)).

Instead of addressing the stay factors, Defendant points to an order recently issued by the California Court of Appeal in *McHugh v. Protection Life Insurance Co.* [Case No. D072863] holding that California Insurance Code sections 10113.71 and 10113.72 do not apply to policies issued prior to January 1, 2013. *Ex Parte* Application at 5 [Doc. # 194]. Defendant argues that “the reasoning and holding of the California Court of Appeal in *McHugh* must be applied by this Court.” *Id.*

As Defendant notes, “[w]here there is no convincing evidence that the state supreme court would decide differently, a federal court is obligated to follow the decisions of the state’s intermediate appellate courts.” *Ryman v. Sears, Roebuck & Co.*, 505 F.3d 993, 995 (9th Cir. 2007) (quoting *Vestar Dev. II, LLC v. Gen. Dynamics Corp.*, 249 F.3d 958, 960 (9th Cir. 2001)). But

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. CV 15-7870-DMG (AJWx) Date October 21, 2019

Title Jennifer Bentley v. United of Omaha Life Insurance Company Page 2 of 2

Defendant has not made a strong showing that this Court is obligated to follow *McHugh* or that it is likely to succeed on the merits in light of *McHugh*. The insurance policy at issue in *McHugh* was never renewed, and the opinion did not discuss the prospective application of the relevant insurance code sections through California’s renewal principle as articulated by either the Ninth Circuit or the California Court of Appeal. See *Stephan v. Unum Life Ins. Co. of Am.*, 697 F.3d 917, 927-28 (9th Cir. 2012) (“Each renewal [of an insurance policy] incorporates any changes in the law that occurred prior to the renewal.”); *Modglin v. State Farm Auto. Ins. Co.*, 273 Cal. App. 2d 693, 700 (1969) (“[I]f we were to render the construction to the statute which the defendant submits and formulate a rule that the statute only applies to new policies, as distinguished from renewals of existing policies, the purpose of the Uninsured Motorist Law could be circumvented by the mere expedient of insurance of insurance [sic] carriers renewing their policies instead of issuing new ones. The Legislature never intended such a result.”). Because *Modglin* provides convincing evidence that the California Supreme Court could rule differently from the *McHugh* court in the context of a policy renewal, this Court is not obligated to follow *McHugh*.

Defendant does not assert that it will suffer irreparable harm from denial of its application for a stay until the *McHugh* decision is finalized. Plaintiff asserts, however, that a potentially lengthy stay would substantially injure her and the Class Members’ interests, depriving them of insurance proceeds and reducing the value of their claims.

In light of the foregoing, Defendant’s *Ex Parte* Application to stay this action is **DENIED**.

IT IS SO ORDERED.

1 **NICHOLAS & TOMASEVIC, LLP**
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 3 Alex Tomasevic (SBN 245598)
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7 Attorneys for Plaintiff
 8 SUSAN A. PITT

9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**

11 SUSAN A. PITT, Individually, as
 12 Successor-In-Interest to Michael A. Pitt,
 13 Decedent, on Behalf of the Estate of
 Michael A. Pitt, and on Behalf of the
 Class,

14 Plaintiff,

15 vs.

16 METLIFE, INC., a Delaware
 17 Corporation; GENERAL AMERICAN
 18 LIFE INSURANCE COMPANY, a
 19 Missouri Corporation; METROPOLITAN
 TOWER LIFE INSURANCE
 COMPANY, a Delaware Corporation;
 and METLIFE GROUP, INC., a New
 York Corporation.

20 Defendants.
 21

CASE NO. 4:18-cv-06609-YGR

PROOF OF SERVICE

Judge: Hon. Yvonne Gonzalez Rogers

Complaint Filed: October 30, 2018

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23
24
25
26
27
28

1 I, **Emilia S. Carrillo**, declare that I am over the age of 18 years and am not a
2 party to the case; I am employed in the County of San Diego, California, where the
3 mailing occurs; and my business address is 225 Broadway, 19th Floor, San Diego,
4 California 92101.

5 On November 1, 2019, I served the within: **SEE ATTACHED LIST** on the
6 interested parties in said action by:

7 **BY ELECTRONIC MAIL:** I caused all of the pages of the above-
8 entitled document(s) to be served, via electronic mail (e-mail), to the e-mail
address of the addressee(s) so indicated.

9 **BY ELECTRONIC FILING:** I caused all of the pages of the above-
10 entitled document(s) to be electronically filed and served on designated
11 recipients through the Electronic Case Filing system for the above-entitled case.
Please see attached list of documents and recipients served. The file
12 transmission was reported as successful and a copy of the Electronic Case Filing
Receipt will be maintained with the original document(s) in our office.

13 **BY MAIL:** as follows:

14 **BY OVERNIGHT COURIER:** I placed the above-referenced
15 document(s) in an envelope for collection and delivery on this date
in accordance with standard **FEDERAL EXPRESS** overnight
delivery procedures.

16 By placing a copy thereof in a sealed envelope addressed as
17 follows: **SEE ATTACHED LIST.**

18 I am readily familiar with the business' practice for collection and processing
19 of correspondence for mailing with the United States Postal Service; and that the
20 correspondence shall be deposited with the United States Postal Service via First Class
21 Mail on that same day in the ordinary course of business.

22 I declare under penalty of perjury under the laws of the State of California that
23 the foregoing is true and correct. Executed on November 1, 2019, at San Diego,
24 California.



Emilia S. Carrillo

Susan A. Pitt v. General American Life Insurance Company, et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Case No. 18-cv-06609-YGR

PROOF OF SERVICE

DOCUMENTS SERVED:

- (1) **PLAINTIFF SUSAN PITT’S NOTICE OF SUPPLEMENTAL AUTHORITY AND RESPONSE TO SUPPLEMENTAL AUTHORITY BY DEFENDANT METROPOLITAN TOWER LIFE INSURANCE COMPANY.**

PARTIES SERVED:

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STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **McHUGH v. PROTECTIVE LIFE
INSURANCE**

Case Number: **S259215**

Lower Court Case Number: **D072863**

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Date

/s/John Neiman

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