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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOHN R. FUCHS, an individual, and  
ROBYN R. FUCHS, an individual;

Plaintiffs,

v.

STATE FARM GENERAL  
INSURANCE COMPANY, an Illinois  
corporation; and Does 1 through 50,  
Inclusive,

Defendants.

**CASE NO. 2:16-cv-01844-BRO-GJS**

**[State Court Case No. SC125394,  
Filed February 11, 2016]**

**JUDGMENT RE DEFENDANT  
STATE FARM GENERAL  
INSURANCE COMPANY'S  
REQUEST FOR ENTRY OF  
JUDGMENT, OR IN THE  
ALTERNATIVE, FOR LEAVE TO  
FILE A RENEWED MOTION FOR  
SUMMARY JUDGMENT**

The motion/request of defendant State Farm General Insurance Company (“State Farm”) for entry of judgment, or, in the alternative, for leave to file a renewed motion for summary judgment is hereby **GRANTED**.

On January 3, 2017, this Court ruled that State Farm is entitled to partial summary judgment with respect to: (1) the Mold Remediation Expense, Laundry Room Expense, Supervision Expense, the cost to repair to the damaged shear wall, Plaintiffs John R. Fuchs and Robyn R. Fuchs’ (“Plaintiffs”) emotional distress

1 expenses, and Robyn Fuchs' medical expenses; (2) Plaintiffs' second cause of action  
2 for breach of the implied covenant of good faith and fair dealing; and, (3) Plaintiffs'  
3 request for punitive damages. Accordingly, only Plaintiffs' breach of contract claim  
4 premised upon the Furniture Expense, Electronics Expense, Water Heater Expense,  
5 Hardwood Expense, and Alternative Living Expense remained for adjudication. On  
6 April 27, 2017, this Court granted State Farm's Motion to Modify and Confirm the  
7 Appraisal Award.

8 After consideration of the admissible evidence, all documents and papers filed  
9 in this case, and this Court's prior Orders, the Court hereby finds that there is no  
10 genuine issue as to any material fact and State Farm is entitled to judgment as a  
11 matter of law with respect to all causes of action, as follows:

12 1. There is no genuine issue as to any material fact and defendant State  
13 Farm is entitled to judgment as a matter of law with respect to Plaintiffs' first claim  
14 for relief for breach of contract.

15 2. There is no genuine issue as to any material fact and defendant State  
16 Farm is entitled to judgment as a matter of law with respect to Plaintiffs' second  
17 claim for relief for breach of the implied covenant of good faith and fair dealing.

18 3. There is no genuine issue as to any material fact and defendant State  
19 Farm is entitled to judgment as a matter of law with respect to Plaintiffs' claim for  
20 punitive damages.

21 **IT IS HEREBY ORDERED AND ADJUDGED** that Plaintiffs take nothing  
22 from defendant State Farm, with respect to Plaintiffs' complaint, and judgment is  
23 entered in favor of defendant State Farm on all claims for relief.

24  
25 IT IS SO ORDERED.

26 DATED: July 12, 2017



HON. BEVERLY REID O'CONNELL  
United States District Judge