

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NANCY MAHAN,
Plaintiff,

v.

UNUM LIFE INSURANCE COMPANY OF
AMERICA,
Defendant.

Case No. 13-cv-04803-VC

**ORDER DENYING MOTION FOR
RECONSIDERATION**

Re: Dkt. No. 143

Mahan has moved for reconsideration of this court's June 24, 2015 order granting summary judgment for the defendants. Mahan doesn't raise any arguments she couldn't have raised before. And in any event, the primary premise of her motion for reconsideration, namely, that Ninth Circuit law barred application of a contractual limitations provision like the one in this case, is incorrect. In *Heimeshoff v. Hartford Life & Acc. Ins. Co.*, 134 S.Ct. 604, 610 (2013), the Supreme Court implied that *Price v. Provident Life & Acc. Ins. Co.*, 2 F.3d 986 (1993) was the law of the Ninth Circuit until 2013, but that is not correct. See, e.g., *Wetzel v. Lou Ehlers Cadillac Grp. Long Term Dis. Ins.*, 222 F.3d 643, 650 (9th Cir. 2000); *Wetzel*, 222 F.3d at 651 (Fletcher, W., concurring); *Scharff v. Raytheon Co. Short Term Dis. Plan*, 581 F.3d 899, 907 (9th Cir. 2009); *Sousa ex rel. Will of Sousa v. Unilab Corp. Class II Members Grp. Benefit Plan (Non-Exempt)*, 252 F.Supp.2d 1046, 1054-55 (E.D. Cal. 2002); *Lee v. Metro. Life Ins. Co.*, 2015 WL 577078, at *2 (N.D. Cal. Feb. 11, 2015).

The motion is denied. The hearing scheduled for September 24, 2015 is vacated.

IT IS SO ORDERED.

Dated: August 24, 2015



VINCE CHHABRIA
United States District Judge