

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>TRACEY RIDOLFI,</b>	:	<b>Civil No. 1:15-CV-859</b>
	:	
<b>Plaintiff</b>	:	<b>(Magistrate Judge Carlson)</b>
	:	
<b>v.</b>	:	
	:	
<b>STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,</b>	:	
	:	
<b>Defendant</b>	:	

**MEMORANDUM ORDER**

**I. Factual Background**

This is an insurance dispute between Tracey Ridolfi and her insurer, State Farm Mutual Automobile Insurance Company, relating to claims concerning State Farm’s alleged refusal to provide underinsured motorist (UIM) coverage to Ridolfi. Currently the sole remaining claim in this lawsuit is Ridolfi’s allegation that State Farm’s conduct constitutes a breach of this insurance contract, this court having previously dismissed Ridolfi’s claim that State Farm violated Pennsylvania’s bad faith statute, 42 Pa. Cons. Stat. Ann. § 8371, by: (1) misstating the scope of its coverage; (2) insisting upon a sworn statement from its insured; (3) unreasonably delaying its investigation of this claim and requiring the production of multiple sets of medical records; and (4) failing to keep Ridolfi fully informed in writing on the

progress of her claim.

This case is set for trial on August 7, 2017. In anticipation of trial State Farm has filed a series of motions *in limine*, including a motion *in limine* which seeks to preclude Ridolfi from eliciting testimony regarding the amounts of the premiums she paid for the insurance policy which is at issue in this case. (Doc. 58.) This motion *in limine* is fully briefed by the parties, (Docs. 69 and 81) and is, therefore, ripe for resolution.

For the reasons set forth below, this motion *in limine* is GRANTED.

## **II. Discussion**

The Court is vested with broad inherent authority to manage its cases, which carries with it the discretion and authority to rule on motions *in limine* prior to trial. *See Luce v. United States*, 469 U.S. 38, 41 n.4 (1984); *In re Japanese Elec. Prods. Antitrust Litig.*, 723 F.2d 238, 260 (3d Cir. 1983), *rev'd on other grounds sub nom.*, *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986) (the court exercises its discretion to rule *in limine* on evidentiary issues “in appropriate cases”). Courts may exercise this discretion in order to ensure that juries are not exposed to unfairly prejudicial, confusing or irrelevant evidence. *United States v. Romano*, 849 F.2d 812, 815 (3d Cir. 1988). Courts may also do so in order to “narrow the evidentiary issues for trial and to eliminate unnecessary trial interruptions.”

*Bradley v. Pittsburgh Bd. of Educ.*, 913 F.2d 1064, 1069 (3d Cir. 1990) (citation omitted). However, courts should be careful before doing so.

In considering motions *in limine* which call upon the Court to engage in preliminary evidentiary rulings under Rule 403 of the Federal Rules of Evidence, we begin by recognizing that these “evidentiary rulings [on motions *in limine* ] are subject to the trial judge's discretion and are therefore reviewed only for abuse of discretion ... Additionally, application of the balancing test under Federal Rule of Evidence 403 will not be disturbed unless it is ‘arbitrary and irrational.’ ” *Abrams v. Lightolier Inc.* 50 F.3d 1204, 1213 (3d Cir.1995) (citations omitted); *see Bernardsville Bd. of Educ. v. J.H.*, 42 F.3d 149, 161 (3d Cir.1994) (reviewing *in limine* rulings for abuse of discretion). Yet, while these decisions regarding the exclusion of evidence rest in the sound discretion of the district court, and will not be disturbed absent an abuse of that discretion, the exercise of that discretion is guided by certain basic principles.

One of the key guiding principles is reflected in the philosophy which shapes the rules of evidence. The Federal Rules of Evidence can aptly be characterized as evidentiary rules of inclusion, which are designed to broadly permit fact-finders to consider pertinent factual information while searching for the truth. The inclusionary quality of the rules, is embodied in three cardinal concepts. The first of

these concepts is Rule 401's definition of relevant evidence. Rule 401 defines what is relevant in an expansive fashion, stating:

“Relevant evidence” means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable \*197 or less probable than it would be without the evidence.

Fed. R. Evid. 401.

Adopting this view of relevance it has been held that: “Under [Rule] 401, evidence is relevant if it has ‘any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.’ [Therefore] ‘It follows that evidence is irrelevant only when it has no tendency to prove the fact. Thus the rule, while giving judges great freedom to admit evidence, diminishes substantially their authority to exclude evidence as irrelevant.’ ” *Frank v. County of Hudson*, 924 F. Supp. 620, 626 (D.N.J.1996) *citing Spain v. Gallegos*, 26 F.3d 439, 452 (3d Cir.1994) (quotations omitted).

This quality of inclusion embraced by the Federal Rules of Evidence is further buttressed by Rule 402, which generally defines the admissibility of relevant evidence in sweeping terms, providing that:

All relevant evidence is admissible, except as otherwise provided by the Constitution of the United States, by Act

of Congress, by these rules, or by other rules prescribed by the Supreme Court pursuant to statutory authority. Evidence which is not relevant is not admissible.

Fed. R. Evid. 402.

Thus, Rule 402 expressly provides that all “[r]elevant evidence will be admissible unless the rules of evidence provide to the contrary.” *United States v. Sriyuth*, 98 F.3d 739, 745 (3d Cir.1996) (citations omitted). These principles favoring inclusion of evidence are, however, subject to some reasonable limitations. Thus, Rule 403, provides grounds for exclusion of some potentially irrelevant but highly prejudicial evidence, stating that:

Although relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence.

Fed. R. Evid. 403 .

By permitting the exclusion of relevant evidence only when its probative value is “substantially outweighed” by other prejudicial factors, Rule 403 underscores the principle that, while evidentiary rulings rest in the sound discretion of the court, that discretion should consistently be exercised in a fashion which favors the admission of relevant proof unless the relevance of that proof is substantially outweighed by some other factors which caution against admission.

In the instant case, exercising our discretion, we conclude that evidence of the amount of the premiums paid on this insurance policy is properly excluded from the trial of this case. We reach this result mindful that courts have come to differing conclusions on this precise issue. *Compare Noone v. Progressive Direct Ins. Co.*, No. 3:12CV1675, 2013 WL 8367579, at \*2 (M.D. Pa. May 28, 2013)(denying motion *in limine*) with *Lucca v. Geico Ins. Co.*, No. CV 15-4124, 2016 WL 3632717, at \*2 (E.D. Pa. July 7, 2016)(granting motion *in limine*). On this score, we find the rationale of the court in *Lucca* to be more persuasive. In *Lucca*, the district court granted a motion *in limine* excluding evidence relating to the amount of the premiums paid by the plaintiff on an insurance policy in a case involving a UIM claim, noting that:

The Court acknowledges that the bar for relevance is low. However, the amounts of the . . . paid premiums, facts that are undisputed and therefore not for the jury to decide, do not even reach that low bar. The only issue for the jury to decide in this matter is the extent of [the plaintiff's] injuries from the accident. That . . . [the plaintiff or someone acting on plaintiff's behalf] paid a certain amount in premiums for the policy does not have "any tendency to make [any fact at issue in this case] more or less probable than it would be without the evidence." *See* Fed. R. Evid. 401.

*Lucca v. Geico Ins. Co.*, No. CV 15-4124, 2016 WL 3632717, at \*3 (E.D. Pa. July 7, 2016).

We agree. As in *Lucca*, presently the sole remaining issue in this litigation is a breach of contract claim by Ridolfi against State Farm. As to this claim, there is no

allegation or defense raised by State Farm that Ridolfi is not entitled to recover under this policy because she has failed to pay premiums on the policy. Indeed, it seems undisputed that Ridolfi was current in her policy payments. While it has been suggested that payment of premiums has some limited relevance to the breach of contract claim since it shows that the plaintiff has complied with her contractual obligations, or establishes that consideration was received by State Farm in return for its agreement to insure Ridolfi, *see Rodkey v. Progressive Direct Ins. Co.*, No. 3:16CV454, 2016 WL 7159307, at \*1 (M.D. Pa. Dec. 8, 2016), that fact can be established either by stipulation or by presentation of uncontradicted evidence that Ridolfi has paid all of the premiums owed on the policy. The amount of those premium payments, however, is not necessary or relevant to satisfy this element of proof, and could have a misleading effect for the jury since it might imply some false measure of damages in this case, a measure of damages unrelated to Ridolfi's compensable recovery under her insurance policy with State Farm. Thus, this specific proof seems both irrelevant, and potentially prejudicial and confusing for jurors.

For her part Ridolfi attempts to overcome these hurdles of relevance, prejudice and potential confusion by arguing that the amount of the policy limits may be relevant to the breach of contract claim, since she alleges a breach of the duty

of good faith under this contract by virtue of State Farm's misstatement regarding the policy limits. However, Ridolfi does not persuasively explain why the amount of the premiums paid would be relevant to this aspect of her case, and we find that whatever relevance misstatement of the policy limits has here, an issue we will decide in another motion *in limine*, that dispute does not legally, or logically, open the door to introduction of evidence concerning the amounts of the premiums paid on this policy. Since interjection of this evidence could lead to juror confusion, and is not relevant to any of the issues properly before the jury, this evidence should be excluded from the trial of this case.

An appropriate order follows.

### **III. Order**

For the forgoing reasons, IT IS ORDERED that the defendant's motion in limine (Doc. 58), is GRANTED, and the plaintiff is precluded from referring to the amount of the premiums paid to State Farm in the trial of this breach of contract claim.

*/s/ Martin C. Carlson*

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Martin C. Carlson

United States Magistrate Judge

Dated: July 27, 2017