

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANGELA SANTIAGO,

Plaintiff,

v.

GEICO ADVANTAGE INSURANCE
COMPANY,

Defendant.

CASE NO. 2:22-cv-01370-RSL

ORDER GRANTING IN PART
DEFENDANT’S MOTION FOR
PROTECTIVE ORDER

This matter comes before the Court on “GEICO’s Motion for a Protective Order.”
Dkt. # 40. Having reviewed the memoranda, declarations, and exhibits submitted by the
parties, the Court finds as follows:

Plaintiff alleges that she was injured in a car accident caused by the negligence of
Latisha Allen. Plaintiff filed a lawsuit against Ms. Allen in July 2021. Ms. Allen was
insured by GEICO General Insurance Company (“GEICO General”) with a liability policy
limit of \$25,000. GEICO General defended the lawsuit on Ms. Allen’s behalf. Plaintiff
alleges that she made a pre-suit settlement proposal to GEICO General in June 2021 and
that she provided notice in November 2021 to her own insurer, defendant GEICO

ORDER GRANTING IN PART DEFENDANT’S MOTION
FOR PROTECTIVE ORDER - 1

1 Advantage Insurance Company (“GEICO Advantage”), that she may be making a claim
2 under her underinsured motorists (“UIM”) coverage. Dkt. # 1-3 at ¶¶ 2.4 and 2.9. GEICO
3 Advantage did not intervene in plaintiff’s lawsuit against Ms. Allen. GEICO Advantage
4 asserts that it did not open plaintiff’s UIM claim until March 4, 2022, a few days after the
5 arbitrator awarded plaintiff \$101,142.08 in damages. GEICO General paid plaintiff its
6 policy limits of \$25,000.
7

8
9 On May 9, 2022, plaintiff requested that GEICO Advantage pay the remaining
10 damages to which she was entitled under the arbitrator’s award. Dkt. # 1-3 at ¶ 2.30. The
11 insurer concluded that plaintiff had been fully compensated by GEICO General’s payment
12 and declined to pay the balance of the award. Plaintiff filed this lawsuit against GEICO
13 Advantage alleging that defendant denied coverage without conducting a reasonable
14 investigation, failed to make a good faith effort to settle a claim in which liability was
15 reasonably clear, compelled its insured to initiate litigation to recover amounts due, failed
16 to provide an explanation for its coverage determination, and otherwise violated the terms
17 of the insurance contract and Washington’s insurance regulations.
18

19
20 On May 23, 2023, plaintiff served an amended Rule 30(b)(6) deposition notice and
21 subpoena duces tecum on GEICO Advantage. Defendant argues that the scope of the
22 discovery should be temporally and geographically limited and that it should be permitted
23 to limit its responses to information regarding UIM claims. In addition, defendant objects
24 to the majority of the topics identified in the notice.
25
26

A. Temporal Limitation

1 Defendant argues that it should be required to produce documents from and
2 witnesses to testify about the period from the opening of GEICO Advantage’s claim file on
3 March 4, 2022,¹ to plaintiff’s submission of an Insurance Fair Conduct Act (“IFCA”)
4 notice on June 21, 2022. While plaintiff agrees that the date of the claim denial and IFCA
5 notice is a reasonable end date, a March 2022 beginning date would be inappropriate given
6 plaintiff’s theory of the case and the contents of the insurer’s claim file. Plaintiff argues,
7 with some support, that GEICO Advantage, through GEICO General, was aware of the
8 accident that gave rise to this litigation long before March 2022 and that it, in fact, opened
9 a claim file on August 21, 2018. Plaintiff is entitled to discovery showing what GEICO
10 Advantage did and did not do between the date of the accident and the denial of the claim.
11
12
13
14

B. Geographic Limitation

15 Defendant seeks an order limiting the scope of the deposition and subpoena to
16 information from Washington State. Plaintiff does not oppose this limitation. This aspect
17 of the motion for protective order is therefore granted.
18
19
20
21
22
23
24

25 ¹ GEICO Advantage subsequently offered to allow questioning back to November 2, 2021, the date on which
26 plaintiff asked that a UIM claim be opened. The offer was declined.

1 **C. UIM Limitation**

2 Defendant argues that only information regarding UIM coverage and claims
3 handling is relevant. This is an arbitrary limitation that would prevent plaintiff from asking
4 the 30(b)(6) witness about the differences between first- and third-party coverage, how
5 information is shared across sister companies, how GEICO Advantage interprets similar
6 policy language in other contexts, *etc.* While the Court expects counsel to pursue a
7 reasonable inquiry as permitted by Rule 26(b)(1) and defendant is entitled to lodge
8 objections on the record, the Court will not impose a barrier to questioning that could have
9 unintended consequences.
10

11 **D. Topic 1**

12 Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding
13 GEICO’s organizational hierarchy from Berkshire Hathaway on down. While there
14 appears to be little, if any, relevance to an exhaustive description of the interrelationship of
15 all GEICO-labeled entities, plaintiff is entitled to know how GEICO Advantage and
16 GEICO General are related. Her theory of the case is that the two companies shared
17 information, with GEICO Advantage relying on GEICO General to investigate plaintiff’s
18 claims and damages instead of performing its own investigation and evaluation. This
19 aspect of the motion for protective order is granted in part.
20
21
22
23
24
25
26

1 **E. Topic 8**

2 Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding the
3 contents of and abbreviations used in GEICO000496-000524. While there may be some
4 information to which plaintiff is entitled, she cannot obtain disclosure of privileged or
5 work product information recorded on and redacted from those pages. If, as plaintiff
6 asserts, the only evidence that defendant evaluated plaintiff's claim is in the redacted
7 entries, defendant will have to choose whether it intends to use the privilege as a sword or
8 a shield: it will not be permitted to do both.
9

10 **F. Topic 11**

11 Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding
12 claim documentation for Claim No. 048173968-0101-111 opened by GEICO General for
13 its insured, Ms. Allen. GEICO General waived any claim of privilege or work product
14 protection and has been directed to produce a complete copy of Ms. Allen's claim file.
15 Plaintiff may question GEICO Advantage's witness regarding the claim documentation
16 and what was available to GEICO Advantage regarding that claim file.
17
18

19 **G. Topic 13(ii-iv)**

20 Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding the
21 redacted portions of the claims file related to Claim No. 057840709-0101-048. While there
22 may be some information regarding the privileged and protected materials to which
23 plaintiff is entitled (such as the author, recipients, date, context, etc.), she cannot obtain
24
25
26

1 disclosure of the materials through a 30(b)(6) deposition. If, as plaintiff asserts, the only
2 evidence that defendant evaluated plaintiff's claim is in the redacted entries, defendant will
3 have to choose whether it intends to use the privilege as a sword or a shield: it will not be
4 permitted to do both.
5

6 **H. Topic 15**

7 Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding the
8 training, credentials, employment tenure, and involvement of thirteen GEICO employees
9 who had some role in the handling of Claim No. 057840709-0101-048 and/or Claim No.
10 048173968-0101-111. Defendant has agreed to provide general testimony regarding the
11 training of UIM handlers and the tenure of the employees with GEICO. It argues, however,
12 that plaintiff should be permitted to inquire only as to UIM handler Michelle Long, who
13 had significant involvement with plaintiff's UIM claim after March 2022, and that the
14 inquiry should be limited to what Ms. Long did with regards to plaintiff's UIM claim.
15
16

17 Each of the thirteen employees played a role in the handling of Ms. Allen's and/or
18 plaintiff's claims. Defendant cannot limit discovery to only the most involved of its
19 employees, nor would it be appropriate to ignore what those employees knew or did prior
20 to the official opening of plaintiff's claim. With regards to the thirteen employees, plaintiff
21 is entitled to know how they were involved, what they did (and did not do) with regards to
22 the claims, how defendant's general training, policies, and practices informed their actions,
23 and whether they hold any relevant certificates or credentials.
24
25
26

I. Topic 16

Plaintiff has requested that the 30(b)(6) witness be prepared to testify regarding GEICO’s guidelines for intervening in court proceedings when a UIM claim is in the offing. This information goes to the heart of plaintiff’s theory of the case, which is that GEICO Advantage should have intervened (or otherwise taken a role) in the underlying litigation against Ms. Allen if it hoped to limit the damages to which plaintiff was entitled under the UIM coverage.

J. Topics 18-25

Plaintiff seeks information regarding all facts, opinions, people, and documents supporting defendant’s affirmative defenses. Defendant objects to the extent plaintiff intends to ask the 30(b)(6) witness to disclose privileged or protected communications and/or to give legal opinions. Plaintiff has not responded to this aspect of the motion for protective order. This aspect of the motion for protective order is therefore granted.

K. Subpoena Duces Tecum

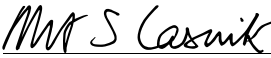
Plaintiff has withdrawn the “admittedly irregular subpoena.” Dkt. # 47 at 12. This aspect of the motion for protective order is therefore granted.

//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

For all of the foregoing reasons, defendant’s motion for protective order is
GRANTED in part and DENIED in part.

Dated this 22nd day of June, 2023.



Robert S. Lasnik
United States District Judge