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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF ARIZONA**

8
9 Christian Loughran,

10 Plaintiff,

11 vs.

12 MIC General Insurance Corporation, a
13 Michigan Corporation,

14 Defendant.

No. 2:23-cv-00108-DJH

DEFENDANT’S ANSWER

15
16 Defendant, MIC General Insurance Corporation (“Defendant”), hereby answers
17 Plaintiff’s Complaint. Defendant denies all allegations not specifically admitted herein.

18 The paragraph numbers used herein correspond to those in Plaintiff’s Complaint.

19 **I. THE PARTIES**

- 20
21 1. Defendant admits the allegations of Paragraph 1.
22 2. Defendant admits the allegations of Paragraph 2

23 **II. NATURE OF THE ACTION**

24 3. Defendant admits that Plaintiff’s Complaint purports to concern the matters
25 described in Paragraph 3, but denies all allegations of Paragraph 3 of any wrongdoing by
26 Defendant.
27

1 4. Defendant admits that Plaintiff's Complaint purports to refer to stacked
2 coverage as Plaintiff describes it, but denies all allegations of Paragraph 4 of any
3 wrongdoing by Defendant.
4

5 5. Defendant admits that Plaintiff's Complaint purports to refer to stacked
6 coverage as Plaintiff describes it, but denies all allegations of Paragraph 5 of any
7 wrongdoing by Defendant.
8

9 6. Defendant denies the allegations of Paragraph 6.

10 7. Defendant admits the allegations of Paragraph 7.

11 8. Defendant is without sufficient information to admit or deny the allegations
12 of Paragraph 8, and therefore denies the same.

13 9. Defendant is without sufficient information to admit or deny the allegations
14 of Paragraph 9, and therefore denies the same.
15

16 10. Defendant admits the allegations of Paragraph 10.

17 11. Defendant admits the allegations of Paragraph 11.

18 12. Defendant admits the allegations of Paragraph 12.

19 13. Defendant admits the allegations of Paragraph 13.

20 14. Defendant states that the policy documents referenced in Paragraph 14
21 speak for themselves as to their contents, and denies any allegations of Paragraph 14
22 inconsistent therewith.
23

24 15. Defendant states that the policy documents referenced in Paragraph 15
25 speak for themselves as to their contents, and denies any allegations of Paragraph 15
26 inconsistent therewith.
27
28

1 16. Defendant states that the policy documents referenced in Paragraph 16
2 speak for themselves as to their contents, and denies any allegations of Paragraph 16
3 inconsistent therewith.
4

5 17. Defendant states that the policy documents referenced in Paragraph 17, and
6 the definitions therein, speak for themselves as to their contents, and denies any
7 allegations of Paragraph 17 inconsistent therewith.
8

9 18. Defendant states that the policy documents referenced in Paragraph 18, and
10 the definitions therein, speak for themselves as to their contents, and denies any
11 allegations of Paragraph 18 inconsistent therewith.
12

13 19. Defendant states that the communication referenced in Paragraph 19 speaks
14 for itself as to its contents, and denies any allegations of Paragraph 19 inconsistent
15 therewith, and denies all remaining allegations of Paragraph 19.
16

17 20. Defendant denies the allegations of Paragraph 20.

18 21. Defendant denies the allegations of Paragraph 21.

19 22. Defendant states that the communications from Defendant referenced in
20 Paragraph 22 speak for themselves as to their contents, and denies any allegations of
21 Paragraph 22 inconsistent therewith. Defendant also affirmatively states that it was also
22 Defendant's position that Plaintiff's damages did not justify any additional coverage
23 benefits even if stacked coverage was available.
24

25 23. Defendant states that the policy documents referenced in Paragraph 23
26 speak for themselves as to their contents, and denies any allegations of Paragraph 23
27 inconsistent therewith.
28

1 24. Defendant states that the Arizona law referenced in Paragraph 24 speaks for
2 itself as to its contents, and denies any allegations of Paragraph 24 inconsistent therewith.

3 25. Defendant denies the allegations of Paragraph 25.
4

5 26. Defendant denies the allegations of Paragraph 26.

6 27. Defendant denies the allegations of Paragraph 27.

7 28. Defendant denies the allegations of Paragraph 28.

8 29. Defendant denies the allegations of Paragraph 29.

9 30. Defendant denies the allegations of Paragraph 30.
10

11 31. Defendant denies the allegations of Paragraph 31.

12 32. Defendant denies the allegations of Paragraph 32.

13 33. Defendant admits Plaintiff purports to bring a claim for declaratory relief as
14 described in Paragraph 33, but denies that Plaintiff is entitled to the relief he seeks.
15

16 34. Defendant states that the policy documents referenced in Paragraph 34, and
17 the definitions therein, speak for themselves as to their contents, and denies any
18 allegations of Paragraph 34 inconsistent therewith.

19 35. Defendant admits Plaintiff contends he is entitled to stacked coverage as
20 described in Paragraph 35, but denies that Plaintiff is entitled to the relief he seeks.
21

22 36. Defendant denies the allegations of Paragraph 36 as phrased and admits
23 only that it contends stacking and additional coverage is not available under the
24 circumstances of this case, including because even if stacked coverage limits were
25 available Plaintiff's damages do not justify any additional payment of such benefits.
26
27
28

1 37. Defendant admits a dispute exists among the parties, but denies all
2 allegations of Paragraph 37 that Plaintiff is entitled to declaratory relief.

3 38. Defendant denies the allegations of Paragraph 38.

4 39. Defendant admits that Plaintiff seeks a declaration that he is entitled to
5 stacked coverage as described in Paragraph 39, but denies that Plaintiff is entitled to the
6 relief he seeks.
7

8 40. Defendant denies the allegations of Paragraph 40.

9 41. Defendant denies the allegations of Paragraph 41.

10 42. Defendant denies the allegations of Paragraph 42.

11 43. Defendant states that the Arizona law referenced in Paragraph 43 speaks for
12 itself as to its contents, and denies any allegations of Paragraph 43 inconsistent therewith.
13

14 44. Defendant denies the allegations of Paragraph 44.

15 45. Defendant denies the allegations of Paragraph 45.

16 46. Defendant denies the allegations of Paragraph 46.

17 47. Defendant denies the allegations of Paragraph 47.

18 48. Defendant denies the allegations of Paragraph 48.

19 49. Defendant denies the allegations of Paragraph 49.

20 50. Defendant denies the allegations of Paragraph 50.

21 51. Defendant denies the allegations of Paragraph 51.

22 52. Defendant denies the allegations of Paragraph 52.

23 53. Defendant denies the allegations of Paragraph 53.

24 54. Defendant denies the allegations of Paragraph 54.
25
26
27
28

1 55. Defendant denies the allegations of Paragraph 55.

2 56. Defendant denies the allegations of Paragraph 56.

3 57. Defendant denies the allegations of Paragraph 57.

4
5 **III. JURISDICTION AND VENUE**

6 58. Defendant admits the allegations of Paragraph 58.

7 59. Defendant denies the allegations of Paragraph 59, as jurisdiction properly
8 now lies with the United States District Court for the District of Arizona.

9 60. Defendant denies the allegations of Paragraph 60, as venue properly now
10 lies in the United States District Court for the District of Arizona

11 61. Defendant admits only that the United States District Court for the District
12 of Arizona, where this case is now pending, has personal jurisdiction over the parties.

13 62. Defendant admits only that the United States District Court for the District
14 of Arizona, where this case is now pending, has subject matter jurisdiction.

15
16 **IV. CLASS ALLEGATIONS**

17
18 63. Defendant admits that Plaintiff purports to bring this case on behalf of a
19 class, but denies all allegations of Paragraph 63 that a class action is appropriate here or
20 that a class may be certified in this matter.

21 64. Defendant admits that Plaintiff purports to bring this case on behalf of a
22 class, but denies all allegations of Paragraph 64 that a class action is appropriate here or
23 that a class may be certified in this matter.

24
25 **A. Class One: Stacked Uninsured Motorist Coverage**

26 65. Defendant admits that Plaintiff purports to bring this case on behalf of a
27 class as defined in Paragraph 65, but denies all allegations of Paragraph 65 that a class
28 action is appropriate here or that a class may be certified in this matter.

1 **B. Class Two: Stacked Underinsured Motorist Coverage**

2 66. Defendant admits that Plaintiff purports to bring this case on behalf of a
3 class as defined in Paragraph 66, but denies all allegations of Paragraph 66 that a class
4 action is appropriate here or that a class may be certified in this matter.

5 67. Defendant denies the allegations of Paragraph 67.

6 **C. Numerosity**

7 68. Defendant states that the law referenced in Paragraph 68 speaks for itself as
8 to its contents, and denies any allegations of Paragraph 68 inconsistent therewith.

9 69. Defendant states that the law referenced in Paragraph 69 speaks for itself as
10 to its contents, and denies any allegations of Paragraph 69 inconsistent therewith.

11 70. Defendant denies the allegations of Paragraph 70.

12 71. Defendant denies the allegations of Paragraph 71.

13 **D. Commonality**

14 72. Defendant states that the law referenced in Paragraph 72 speaks for itself as
15 to its contents, and denies any allegations of Paragraph 72 inconsistent therewith.

16 73. Defendant denies the allegations of Paragraph 73.

17 74. Defendant denies the allegations of Paragraph 74.

18 75. Defendant denies the allegations of Paragraph 75.

19 **E. Typicality**

20 76. Defendant states that the law referenced in Paragraph 76 speaks for itself as
21 to its contents, and denies any allegations of Paragraph 76 inconsistent therewith.

22 77. Defendant denies the allegations of Paragraph 77.

23 78. Defendant denies the allegations of Paragraph 78.

24 **F. Adequacy**

25 79. Defendant states that the law referenced in Paragraph 79 speaks for itself as
26 to its contents, and denies any allegations of Paragraph 79 inconsistent therewith.

27 80. Defendant states that the law referenced in Paragraph 80 speaks for itself as
28 to its contents, and denies any allegations of Paragraph 80 inconsistent therewith.

1 81. Defendant is without sufficient information to admit or deny the allegations
2 of Paragraph 81, and therefore denies the same.

3 82. Defendant is without sufficient information to admit or deny the allegations
4 of Paragraph 82, and therefore denies the same.

5 83. Defendant is without sufficient information to admit or deny the allegations
6 of Paragraph 83, and therefore denies the same.

7 84. Defendant is without sufficient information to admit or deny the allegations
8 of Paragraph 84, and therefore denies the same.

9 85. Defendant is without sufficient information to admit or deny the allegations
10 of Paragraph 85, and therefore denies the same.

11 **G. Rule 23(B)(2)**

12 86. Defendant states that the law referenced in Paragraph 86 speaks for itself as
13 to its contents, and denies any allegations of Paragraph 86 inconsistent therewith.

14 87. Defendant states that the law referenced in Paragraph 87 speaks for itself as
15 to its contents, and denies any allegations of Paragraph 87 inconsistent therewith.

16 88. Defendant denies the allegations of Paragraph 88.

17 89. Defendant denies the allegations of Paragraph 89.

18 90. Defendant denies the allegations of Paragraph 90.

19 91. Defendant denies the allegations of Paragraph 91.

20 92. Defendant admits that Plaintiff seeks the relief requested in Paragraph 92,
21 but denies that Plaintiff is entitled to the relief sought in Paragraph 92.

22 **H. Rule 23(B)(3)**

23 93. Defendant states that the law referenced in Paragraph 93 speaks for itself as
24 to its contents, and denies any allegations of Paragraph 93 inconsistent therewith.

25 94. Defendant states that the law referenced in Paragraph 94 speaks for itself as
26 to its contents, and denies any allegations of Paragraph 94 inconsistent therewith.

27 95. Defendant denies the allegations of Paragraph 95.

28 96. Defendant denies the allegations of Paragraph 96.

1 5. Plaintiff’s claim for punitive damages is barred on the ground that
2 Defendant did not act with the necessary “evil mind” required to recover such damages.

3 6. The Complaint is barred, in whole or in part, to the extent that the alleged
4 damages suffered by Plaintiff, if any, were caused by Plaintiff’s own acts or omissions.
5 Alternatively, Plaintiff’s claims are barred for failure to mitigate damages.
6

7 7. The Complaint is barred to the extent it would unjustly enrich Plaintiff, or
8 give rise to a windfall of coverage which the insured could not have reasonably
9 anticipated and for which the insured did not pay a premium.
10

11 8. To the extent Plaintiff seeks punitive damages, he improperly seeks punitive
12 damages in violation of the Due Process Clause of the Fourteenth Amendment to the
13 Constitution of the United States in one or more of the following respects; (1) the punitive
14 damages claimed are or may be vastly disproportionate to any actual damages; (2) the
15 award of punitive damages would constitute an arbitrary and capricious taking of
16 Defendant’s property, a taking which is unjustified by any rational state purpose; and (3)
17 the award of punitive damages would violate Defendant’s substantive due process rights.
18

19 9. The imposition of punitive damages against the Defendant in an amount
20 exceeding any actual and potential harm by an excessive and/or unconstitutional ratio
21 violates Defendant’s substantive due process rights as guaranteed by the United States
22 Constitution.
23

24 10. Defendant denies that any of the prerequisites to a class action as set forth in
25 the applicable class action rules have been pled or met herein.
26
27
28

1 11. Defendant reserves the right to challenge the standing of each putative class
2 member.

3 12. Some or all of the claims in this matter may be barred by the applicable
4 statutes of limitations.

5 13. Some or all of the claims in this matter are or may be barred by the doctrine
6 of laches and/or time limitations on suit in the applicable insurance policies.

7 14. Any alleged benefits available to Plaintiff and the putative class are
8 expressly conditioned and limited by the terms, conditions, limits and provisions of the
9 insurance policies at issue.

10 15. Some or all of the claims in this matter may be barred by the execution of
11 releases.

12 16. Some or all of the claims in this matter may be barred by the doctrine of
13 unclean hands.

14 17. Some or all of the claims in this matter may be barred by the doctrines of
15 waiver and estoppel.

16 WHEREFORE, Defendant respectfully requests that judgment be entered in its favor,
17 including its costs of suit, and additionally requests such other and further relief as the Court
18 deems just and proper.

19 Dated: August 21, 2023

Respectfully submitted,

By: /s/ Monica R. Thompson

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