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Citation issues (4)

The following citations match to a different authority on Westlaw, cite documents that are not available, or match multiple documents on Westlaw.

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1 Smith v. State Farm Mut. Auto Ins. Co., 56 Fed. Appx. 133, 136 (3d Cir. 2012)	U.S. v. Lutz, 56 Fed.Appx. 133 (4th Cir. 2003)
2 Ashcroft, supra.	No citation found
3 Wagner v. State Farm	No citation found
4 Moninghoff v. Tillet	No citation found

Filter

KeyCite treatment

Severely negative 0

Cases (15)

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1. [McDonough v. State Farm Fire and Casualty Company](#)
United States District Court, E.D. Pennsylvania. • February 07, 2019 • 365 F.Supp.3d 552 • 2019 WL 480139

Depth of discussion

Declined to Follow by [Hollenshead v. New Penn Financial, LLC](#) E.D.Pa. March 18, 2020
...Werwinski is no longer necessary. Numerous district court opinions have concluded that district courts remain bound by Third Circuit decisions unless either the Third Circuit or the Pennsylvania Supreme Court rules otherwise. See, e.g. Bordoni v. Chase Home Finance LLC, 374 F. Supp. 3d 378, 385–86 (E.D. Pa. 2019) [McDonough v. State Farm Fire & Cas. Co., 365 F. Supp. 3d 552, 560 \(E.D. Pa. 2019\)](#) (citing Powell v. Saint Joseph's Univ., No. 17-4438, 2018 WL 994478, at *10 (E.D. Pa. Feb. 16, 2018)) Yamarick v. UNUM Grp., No. 16-6164, 2017 WL 3008751, at *3–4 (E.D. Pa. July...)

Negative treatment: [Most recent](#) Distinguished (0) All (2)

2. [Zaloga v. Provident Life and Acc. Ins. Co. of America](#)
United States District Court, M.D. Pennsylvania. • November 24, 2009 • 671 F.Supp.2d 623 • 2009 WL 4110320

Depth of discussion

Declined to Follow by [Tatum v. Progressive Specialty Insurance Company](#) E.D.Pa. June 23, 2025
...good faith and fair dealing when the bad faith claim arises out of contract rather than tort law. See ECF No. 59-1 at 7–8 (citing Porter v. Safeco Ins. Co. of Am., No. 3:15-CV-759, 2016 WL 556706, at *5 (M.D. Pa. Feb. 9, 2016), and [Zaloga v. Provident Life & Accident Ins. Co. of Am., 671 F. Supp. 2d 623, 629 \(M.D. Pa. 2009\)](#)) This Court declines to follow these non-binding decisions, given that the Pennsylvania Legislature has created a statutory cause of action applicable to UIM claims and the Pennsylvania Supreme Court has made clear...

Contrary authority 10+ years

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3. [Ashcroft v. Iqbal](#)
Supreme Court of the United States • May 18, 2009 • 556 U.S. 662 • 129 S.Ct. 1937

Depth of discussion

Not Followed as Dicta [Feibus v. Johnson](#) E.D.Pa. November 30, 2017
...until the qualified immunity issue is decided. See also Galarza v. Szalczynk, 2012 WL 627917 (E.D. Pa. 2012) (refusing to grant stay of discovery where other claims will proceed regardless of the outcome of a qualified immunity defense and where defendants are not unduly burdened by discovery). Johnson asserts that [Ashcroft v. Iqbal, 556 U.S. 662, 129 S.Ct. 1937, 173 L.Ed.2d 868 \(2009\)](#) requires a stay of discovery in the present matter against all defendants, including the Philadelphia Land Bank and the City of Philadelphia. The Court, in [Ashcroft](#), stated that "[i]t is quite likely that, when discovery as to..."

10+ years

Negative treatment: [Most recent](#) [Distinguished \(117\)](#) [All \(280\)](#)



4. **Bell Atlantic Corp. v. Twombly**

Supreme Court of the United States • May 21, 2007 • 550 U.S. 544 • 127 S.Ct. 1955

Depth of discussion

- ▼ Not Followed on State Law Grounds **Combs v. ICG Hazard, LLC** E.D.Ky. March 21, 2013
...pleading rules govern in the fraudulent joinder context. Plaintiffs contend that the Court should apply Kentucky Rule of Civil Procedure 8.01 see D.E. 18 at 3–7, while Defendants argue that Federal Rule of Civil Procedure 8(a) governs, see D.E. 11 at 4. The Supreme Court's decisions in **Bell Atl. Corp. v. Twombly**, 550 U.S. 544, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007), and Ashcroft v. Iqbal, 556 U.S. 662, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009), fleshed out what a plaintiff must plead to survive a motion to dismiss under Federal Rule of Civil Procedure 12...

Contrary authority
 10+ years

Negative treatment: [Most recent](#) [Distinguished \(150\)](#) [All \(334\)](#)



5. **McTernan v. City of York, PA**

United States Court of Appeals, Third Circuit. • April 27, 2009 • 564 F.3d 636 • 2009 WL 1111097

Depth of discussion

10+ years

- ▼ Declined to Extend by **Groark v. Timek** D.N.J. November 27, 2013
...argument that plaintiff's discovery motion should be denied because plaintiff did not plead a proper Monell claim is also meritless. See LB at 2 ("[T]he production of the internal affairs files should not be compelled because Plaintiff failed to satisfy the pleading requirement for his § 1983 claim.") Citing to **McTernan v. City of York, PA**, 564 F.3d 636 (3d Cir.2009). Atlantic City argues that plaintiff's complaint is deficient and, therefore, its motion should be denied. However, now is not the time or context to address the adequacy of plaintiff's pleading. Atlantic City had the opportunity to challenge the...

Negative treatment: [Most recent](#) [Distinguished \(7\)](#) [All \(8\)](#)



6. **Brown v. Progressive Ins. Co.**

Superior Court of Pennsylvania. • September 08, 2004 • 860 A.2d 493 • 2004 WL 2002477

Depth of discussion

10+ years

- ▼ Declined to Extend by **Keystone Sports and Entertainment LLC v. Federal Insurance Company** E.D.Pa. December 7, 2021
...of action" against the Chubb Defendants. Batoff, 977 F.2d at 851 (3d Cir. 1992)4 Accordingly, the Chubb Defendants were fraudulently (or, more fitting, "inappropriately") joined. In contrast to Lockhart and Totty, Plaintiffs argue that this Court should find that the Chubb Defendants are their "de facto insurers" under **Brown v. Progressive Ins. Co.**, 860 A.2d 493 (Pa. Super. 2004) In that case, the Superior Court of Pennsylvania determined that the identity of the plaintiff's insurer was an issue of fact as both defendants' names were listed throughout the policy documents. *Id. at 498* But **Brown** is distinguishable—the...

Negative treatment: [Most recent](#) [Distinguished \(6\)](#) [All \(7\)](#)



7. **Rosenthal v. American States Insurance Company**

United States District Court, M.D. Pennsylvania. • March 26, 2019 • Not Reported in Fed. Supp. • 2019 WL 1354141

Depth of discussion

- ▼ Distinguished by **Houston v. GEICO Advantage Insurance Company** W.D.Pa. January 27, 2023
...any explanation as to why it had not made an offer or evaluation of the claim); Padilla, 31 F.Supp.3d at 676 (alleging that plaintiff made several requests for an evaluation of the plaintiff's claim over the span of six months, yet defendant insurance carrier failed to respond); See also **Rosenthal v. American States Ins. Co.**, 2019 WL 1354141, at *5 (M.D. Pa. Mar. 26, 2019) (when "courts have found allegations that a defendant insurer failed to communicate with a plaintiff policyholder regarding a claim to be a sufficient basis for a bad faith claim, the complaints at issue alleged specific...



8. Kosmalski v. Progressive Preferred Insurance

United States District Court, E.D. Pennsylvania. • May 02, 2018 • Not Reported in Fed. Supp. • 2018 WL 2045827 [\[PDF\]](#)

Depth of discussion

- ▼ Distinguished by [Risk v. LM General Insurance Company](#) E.D.Pa. March 14, 2024

...2020) (involving a stolen vehicle, not a UIM claim, in which defendant insurance company took plaintiff's statement under oath before issuing its decision); compare also (ECF No. 1-3 (Complaint includes specific facts regarding LM's inadequate communications with Plaintiffs, failure to investigate, and failure to make any settlement offer), with [Kosmalski v. Progressive Preferred Insurance, 2018 WL 2045827, at *2 \(E.D. Pa. 2018\)](#) (noting that complaint lacked facts regarding plaintiff's "insurance claim and the accompanying investigation, negotiations, or communications in support of the contention" of bad faith). Rather, Baum v. Metropolitan Property and Casualty Co. is more factually similar to the...



9. Jones v. Allstate Insurance Co.

United States District Court, E.D. Pennsylvania. • June 19, 2017 • Not Reported in Fed. Supp. • 2017 WL 2633472

Depth of discussion

- ▼ Distinguished by [Hart v. Progressive Preferred Insurance Co.](#) W.D.Pa. December 6, 2017

...the Complaint are plainly contradicted. Moreover, Plaintiff's statements are not broad and conclusory. Rather, he alleges matter-of-factly that Progressive has failed to make any offers of payment on the UIM claim or any evaluations of it. Defendant cites a series of cases that are plainly distinguishable. See, e.g. [Jones v. Allstate Ins. Co., 2017 WL 2633472 \(E.D. Pa. June 19, 2017\)](#) (plaintiff and defendant "failed to agree on the amount of [UIM]" and plaintiff was directed to file an amended complaint with more detail); Kiss v. State Farm Ins. Co., 2016 WL 2866540, at *3 (E.D. Pa. May 17...



10. Atiyeh v. National Fire Ins. Co. of Hartford

United States District Court, E.D. Pennsylvania. • September 27, 2010 • 742 F.Supp.2d 591 • 2010 WL 3825708

Depth of discussion

10+ years

- ▼ Distinguished by [Davis v. Nationwide Mutual Insurance Co.](#) E.D.Pa. January 10, 2017

...in light of the insured's injuries and the facts underlying the insured's claim. Kelly v. Progressive Advanced Ins. Co., 159 F.Supp.3d 562, 564 (E.D. Pa. 2016) FN4. All the complaints in the cases cited by Nationwide contained various pleading deficiencies that are not present in Mr. Davis's complaint. See [Atiyeh v. Nat'l Fire Ins. Co., 742 F.Supp.2d 591, 599–600 \(E.D. Pa. 2010\)](#) (dismissing bad faith claim when the plaintiff relied solely on legal conclusions and provided no facts, including any allegation that the plaintiff properly maintained the insurance policy at issue by paying premiums); Eley v. State Farm...

Negative treatment: [Most recent](#) [Distinguished \(2\)](#) [All \(2\)](#)



11. Johnson v. Progressive Ins. Co.

Superior Court of Pennsylvania. • December 28, 2009 • 987 A.2d 781 • 2009 WL 5066780

Depth of discussion

10+ years

- ▼ Distinguished by [Grossi v. Travelers Personal Ins. Co.](#) Pa.Super. November 1, 2013

...Heckman provided a basis for its position that Grossi's claim, including lost future earnings, would not exceed the \$3,000,000.00 set off. Travelers' Brief at 37." [T]hese undisputed facts also reveal [the trial court's findings of fact nos.] 35, 37 and 38 to be illogical and capricious." Id. Travelers cites [Johnson v. Progressive Ins. Co., 987 A.2d 781 \(Pa.Super.2009\)](#) as "holding [an] insurer was not in bad faith for obtaining an IME which disputed the medical opinion of the insured's physician and provided a reasonable basis for the value it placed on the insured's damages." Travelers' Reply Brief at...

Negative treatment: [Most recent](#) [Distinguished \(2\)](#) [All \(2\)](#)



12. Lane v. McLean

United States District Court, M.D. Pennsylvania. • March 29, 2018 • Not Reported in Fed. Supp. • 2018 WL 1545588 [\[PDF\]](#)

Depth of discussion

Contrary authority
 Infrequently cited



13. Pasqualino v. State Farm Mut. Auto. Ins. Co.

United States District Court, E.D. Pennsylvania. • May 28, 2015 • Not Reported in F.Supp.3d • 2015 WL 3444288 [\[PDF\]](#)

Depth of discussion

10+ years

**14. Mozzo v. Progressive Ins. Co.**United States District Court, E.D. Pennsylvania. • January 05, 2015 • Not Reported in F.Supp.3d • 2015 WL 56740 [23](#)Depth of discussion    10+ years**15. U.S. v. Lutz**

United States Court of Appeals, Fourth Circuit. • January 29, 2003 • 56 Fed.Appx. 133 • 2003 WL 187194

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