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Ahmad Haghighi v. Mercury Casualty Company

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Case number: CIVDS 1803392

Verdict – **Defense**

Facts

Plaintiff Ahmad Haghighi alleged that on Aug. 3, 2016, he suffered a vandalism loss at his four-unit apartment building located in Barstow. He made a claim for the loss to his insurance company, defendant Mercury Casualty Co.

Contentions

PLAINTIFF'S CONTENTIONS: Plaintiff contended that Mercury did not cover his damages in good faith, in addition to loss of rental income, and loss of insurance as Mercury failed to renew his homeowner's policy after the vandalism incident. Plaintiff sued for breach of contract, bad faith denial of insurance benefits and breach of covenant of good faith and fair dealing.

DEFENDANT'S CONTENTIONS: Mercury contended that it paid for the repairs caused by the vandalism reported by plaintiff, which was approximately \$28,697. However, plaintiff demanded approximately \$250,000, which was essentially the amount to repair, remodel, and upgrade the entire four-unit apartment building. Mercury contended that it promptly adjusted plaintiff's claim, paid for all amounts due to plaintiff, denied that it breached any contract, and denied that it acted in bad faith.

Settlement Discussions

Total demand was over \$650,000. Mercury made a CCP 998 offer of \$5,001.

Damages

Plaintiff alleged that he suffered discovered damages in excess of \$250,000 to return the property to its pre-vandalized state. Plaintiff claimed punitive damages and attorney fees.

Result

Defense verdict.

Other Information

The jury only decided the breach of contract cause of action and found 12-0 in favor of defendant. Defendant was able to obtain a nonsuit on bad faith denial of insurance benefits and breach of the covenant of good faith and fair dealing.

Deliberation

three hours

Length

nine days