

IN THE STATE COURT OF BIBB COUNTY
STATE OF GEORGIA

Katie Hall Lippert
Katie Hall Lippert, Clerk
State Court of Bibb County

LIONEL SMITH ALLEN,

Plaintiffs,

vs.

DA QUEVION PEARSON-KENDRICK
and DANIELLE KENDRICK, and ESURANCE
PROPERTY & CASUALTY INSURANCE COMPANY,

Defendants.

CIVIL ACTION NO. 23-SCCV-093066

ORDER GRANTING MOTION FOR SUMMARY JUDGMENT

On July 10, 2023, Esurance Property & Casualty Insurance Company (“Esurance” or “Movant”) filed a Motion for Summary Judgment. Plaintiffs responded to the Motion on August 9, 2023. The Court heard the Motion on November 28, 2023. The Court has carefully considered the Motion, the arguments of the Movants, the Court’s entire file, and pertinent legal authority before entering this Order.

Summary judgment is mandated when the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits show that there is no genuine issue as to any material fact. O.C.G.A. § 9-11-56(c). The moving party must demonstrate that there is no genuine issue of material fact and that the facts construed most favorably to the non-moving party, warrant judgment as a matter of law. Lau’s Corp. v. Haskins, 261 Ga. 491, 491 (1991). Stated differently, a summary judgment is a judicial conclusion that a judgment in favor of the movant is mandated by the application of the law to the undisputed facts.

Plaintiff Lionel Smith-Allen claims he suffered injuries in a car accident caused by Defendant Da Quevion Pearson-Kendrick on January 24, 2021. Mr. Smith-Allen filed suit on July 8, 2021. He served Esurance as his purported uninsured/underinsured (UM) insurance coverage provider. Esurance answered in its own name, and Mr. Smith-Allen amended his suit to assert a breach of contract claim

against Esurance. Esurance contends Mr. Smith-Allen declined UM coverage when he revised his policy on September 30, 2020.

The Court finds that the Esurance presented affirmative evidence that Plaintiff declined UM coverage under his policy. Plaintiff consented to the Terms and Conditions, which provided that his electronic signature, including when he clicked "I accept," replaced the need for his physical signature for all transactions connected to his policy. (Esurance Brief, p. 4 and Exhibit "B"). Slight differences in the auto-population of the signatures on the Esurance website do not suggest Plaintiff failed to sign. Movant provided evidence that Plaintiff made changes to his policy on September 30, 2020, that the changes included a rejection of UM coverage, and that he accepted the changes. (Esurance Brief, Exhibit "F"). As part of the acceptance of the changes he made, he clicked to e-sign the document which auto-populated his electronic signature.

IT IS HEREBY ORDERED that Esurance Property & Casualty Insurance Company's Motion for Summary Judgment is GRANTED. Summary Judgment is granted as to all claims against Esurance Property & Casualty Insurance Company, and Esurance Property & Casualty Insurance Company is to be removed from the caption of the case.

IT IS FURTHER ORDERED that the Court finds there is no just reason for delay and enters this Judgment in favor of Esurance Property & Casualty Insurance Company as a final Judgment pursuant to O.C.G.A. §9-11-54(b), but this case is not terminated as to any of the other claims or parties.

SO ORDERED, this 12th day of June, 2024.



Jeff Hanson, Chief Judge
State Court of Bibb County