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NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FIVE

VERA GRAGNANI et al.,

Plaintiffs and Appellants,

v.

DAWN STAFFORD,

Defendant and Respondent.

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A141725/A141767

(San Francisco County Super. Ct. Nos. CGC10506228, CGC10506290)

In this consolidated appeal, plaintiffs Vera Gragnani, Ronda Rigamonti, and Estate of Michael Gragnani (collectively, plaintiffs) appeal from summary judgments granted for defendant Dawn Stafford, a former insurance agent. Plaintiffs contend the court erred by granting Stafford's summary judgment motions because: (1) Stafford breached her duties to notify Michael and Vera Gragnani (collectively, Gragnanis) that Michael Gragnani's insurance policy was not being renewed and to notify them when she left the insurance industry; and (2) there was a triable issue of material fact regarding whether Stafford procured the insurance coverage Michael Gragnani requested.

We disagree and affirm.

FACTUAL AND PROCEDURAL BACKGROUND

In the spring of 2002, Stafford began working as a licensed insurance agent for

Farmers Insurance.[1] In late 2002, Stafford entered into a broker agreement with Superior Access Insurance Services (Superior Access) allowing her to procure insurance coverage not offered by Farmers Insurance. In 2003, Stafford began working for Silverado Financial (Silverado) as a loan processor in mortgage and real estate sales but she remained an active Farmers Insurance agent.

In June 2003, Stafford met with Michael Gragnani (Gragnani) at her Silverado office. Gragnani told Stafford he wanted a new homeowners insurance policy because the premium for "his current policy was going to go up substantially" and he wanted "something cheaper." Over the course of several conversations, Stafford presented Gragnani with quotes for three insurance policies, two of which were for at least $200,000 in liability coverage. Stafford compared premiums and contrasted the coverage with Gragnani's current homeowners insurance policy. Gragnani told Stafford "to go with the cheapest one[.]" When Stafford asked Gragnani whether he wanted to purchase an umbrella policy with a liability limit of at least $1,000,000 "to make up for any areas lacking[,]" Gragnani declined.

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[1] Plaintiffs' opening brief contains many lengthy string citations to the record. For example, plaintiffs support a sentence in their opening brief with the following citation: "3 AA 684:4-686:11; 3 AA 715:13-23; 4 AA 944:4-946:11; 4 AA 975:13-23; 3AA 686:12-688:16; 3 AA 700:23-702:23; 4 AA 946:12-948:16; 4 AA 960:23-962:23; 3 AA 696:14-697:2; 3 AA 708:19-24; 4 AA 956:14-957:2; 4 AA 968:19-24; 3 AA 708:16-18; 3 AA 709:17-24; 4 AA 968:16-17; 4 AA 969:17-24; 3 AA 709:6-14; 4 AA 969:6-14; 3 AA 709:22-24; 4 AA 969:22-24; 3 AA 712:2-4; 4 AA 972:2-4; 3 AA 712:9-714:20; 4 AA 971:9-973:20; 3 AA 711:2-712:1; 4 AA 971:2-972:1; 3 AA 728:21-26; 4 AA 988:21-26; 3 AA 672:2-21; 4 AA 932:2-21; 3 AA 729:2-5; 4 AA 989:2-53 AA 729:6-9; 4 AA 989:6-11; 3 AA 715:24-716:5; 3 AA 729: 2-11; 4 AA 975:24-976:5; 4 AA 989:2-11; 3 AA 729:12-21; 4 AA 989:12-21; 3 AA 730:7-19; 4 AA 990:7-19; 1 AA 193:20-25; 2 AA 333:20-25; 1 AA 194:4-8; 2 AA 4-8; 1 AA 194:9-19; 2 AA 334:9-19; 1 AA 201:22-202:7; 2 AA 341:22-342:7; 3 AA 682:5-22; 4 AA 934:22-935:10; 4 AA 942:5-22; 1 AA 205:13-24; 2 AA 345:13-346:2; 4 AA 936:13-24; 1 AA 197:8-25; 2 AA 337:8-25;, 3 AA 680:3-9; 4 AA 940:3-9."

This practice violates California Rules of Court, rule 8.204(a)(1)(C), hinders our review, and risks the possibility we will disregard offending portions of the brief. (See *In re S.C.* (2006) 138 Cal.App.4th 396, 411.)

Using information Gragnani provided, Stafford submitted an insurance application to Superior Access. Superior Access submitted the application to Arrowhead General Insurance Agency, Inc. (Arrowhead), which placed an insurance policy for Gragnani (the policy) with Clarendon National Insurance Company (Clarendon). The policy expired on July 7, 2004. Stafford had no contact with Gragnani after she submitted the insurance application on his behalf. In September 2003, Stafford left the insurance industry; in early 2004, she left Silverado.

In 2004, Arrowhead mailed Gragnani notice of cancellation of the policy, and he contacted Arrowhead and arranged to have the policy reinstated for 2004-2005. In May 2005, however, Arrowhead mailed Gragnani a notice of non-renewal informing him the policy was not being renewed and would terminate on July 7, 2005 because Clarendon had "discontinued writing [the] program." Accompanying the notice of nonrenewal was an offer to purchase the same or similar coverage for July 7, 2005 to July 7, 2006 from Balboa Insurance Company (Balboa). Arrowhead advised Gragnani to make payment by July 7, 2005 to purchase the Balboa policy. Gragnani did not purchase the Balboa policy and Arrowhead mailed Gragnani a notice of premium not received. The policy expired on July 7, 2005. Having left the insurance industry in 2003 and Silverado in 2004, Stafford did not receive any information the policy was not being renewed.

In 2007, Rigamonti sued Gragnani. The operative complaint alleged Rigamonti and Gragnani were standing on an elevated wooden deck in September 2005 when Gragnani negligently "caused [Rigamonti] to fall from the elevated deck . . . and strike the concrete and ground below." Gragnani tendered the claim to Clarendon, which denied coverage on the ground the policy terminated before September 2005. Rigamonti obtained a default judgment against Gragnani and he assigned his claims to her.

In 2010, Rigamonti sued Stafford and others as a judgment creditor, third party beneficiary of the policy, and as Gragnani's assignee (*Rigamonti* action). The operative third amended complaint alleged claims against Stafford for breach of contract,

fraudulent concealment, negligent concealment, and negligence.[2] The first cause of action, for breach of contract, alleged Gragnani and Stafford had a contract requiring Stafford to: (1) "procure insurance that would unambiguously provide coverage for claims like the ones Ms. Rigamonti later made against Mr. Gragnani[;]" and (2) to "assist, warn, notify, and advise Mr. Gragnani regarding issues that would affect his coverage after the insurance was sold, including . . . lapses in coverage, expirations of coverage, and withdrawals by carriers . . . from the market." The complaint alleged Stafford breached the contract by failing to "procure the insurance coverage that the Gragnanis requested . . . that was equal to or greater in amount and quality than the coverage they had before engaging" Stafford, and by "failing to provide proper advice and warnings" regarding the policy's termination.

The third and fourth causes of action for fraudulent concealment and negligent misrepresentation alleged Stafford made certain "misrepresentations, concealments, and/or failures to disclose" regarding the policy, including its duration and expiration. The fifth cause of action for negligence alleged Stafford had a duty to: (1) "provide proper advice, warnings, analysis, recommendations, and to use reasonable care, diligence, and judgment in procuring the insurance that Mr. Gragnani requested[;]" (2) "act properly and carefully to make certain that Mr. Gragnani obtained the insurance coverage that he had requested[;]" and (3) "provide assistance, warnings, and advice to Mr. Gragnani about insurance coverage . . . and to warn and advise [him] regarding issues that would affect his coverage, including . . . lapses in coverage, expirations of coverage, and withdrawals by carriers . . . from the market."

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[2] In a separate action, Gragnani also sued Stafford and others for breach of contract, fraudulent concealment, negligent concealment, and negligence (*Gragnani* action). After Gragnani's death in 2011, his widow, Vera Gragnani (Vera) and his estate replaced him as plaintiff. The operative complaints in the *Rigamonti* and *Gragnani* actions are almost identical. We refer to Vera by her first name for clarity and convenience and intend no disrespect.

Stafford's Summary Judgment Motions

Stafford filed motions for summary judgment in both actions, arguing plaintiffs' claims failed as a matter of law because she procured the insurance policy Gragnani requested and did not make any false representations during the policy application process. In support of the motions, Stafford relied on Vera's deposition testimony admitting she never spoke with Stafford, and that Vera "vaguely" remembered having only one conversation with Gragnani before September 2005 that "the insurance was changed . . . that we didn't have AAA [insurance] anymore." Vera also admitted Gragnani collected all of the mail — which she did not review — and paid all the insurance premiums.

In opposition, plaintiffs argued an insurance broker leaving the insurance business must notify her clients and transfer them a new broker. According to plaintiffs, Stafford "conveyed that she was more than an 'ordinary' broker" because she gave Gragnani a business card describing "her as an 'advisor.'" As a result, Stafford's "abandon[ment]" of the Gragnanis when she left the insurance industry constituted professional negligence and concealment. Plaintiffs claimed Stafford's failure to offer evidence on the standard of care and her compliance with that standard were "fatal to her motion on the negligence cause of action" and her failure to offer evidence on "the disclosures that she had to make when terminating her relationship with the Gragnanis" was "fatal to her motion on the concealment cause of action." Finally, plaintiffs characterized Stafford's credibility as "questionable" because she could not recall certain details about her interaction with Gragnani when deposed and because she did not retain records related to Gragnani.

Plaintiffs supported their opposition with several declarations. As relevant here, Vera's supporting declaration averred Gragnani "definitely kept all important and significant papers[,]" and the "absence of a document from [the Gragnani's] records is a trustworthy indication" neither she nor Gragnani "received it." Vera also stated she would have "taken immediate corrective action, such as buying new insurance" if she "had known of a problem with our insurance . . . such as that it was going to terminate, had terminated, or that it was inadequate in any way[.]" According to Vera, neither she

nor Gragnani "ever received or discussed notice of any kind from anyone that Clarendon intended to terminate [their] coverage" and she expected Stafford to contact her or Gragnani about the nonrenewal "and/or forward[ ]" a copy of the notice of nonrenewal to them. Finally, Vera claimed she would have "found another broker and/or insurer [to] provide homeowner's insurance" had she known Stafford was planning to "quit the insurance business[.]"

Donald A. Way offered an expert declaration for plaintiffs on the custom and practice in the insurance industry and averred: (1) Stafford was the Gragnani's insurance broker with "additional responsibilities to the client[;]" (2) "[t]he standard of care requires a broker to keep in contact with the client on a periodic basis[;]" (3) an insurance broker must notify clients if "the broker is leaving the business[;]" (4) when leaving the insurance industry, a broker typically transfers clients to other insurance brokers; (5) an "insurance broker who receives a notice that a client's insurance policy is being non-renewed" must contact that client "about that non-renewal[;]" and (6) Stafford's failure to notify the Gragnanis she was leaving the insurance business and transfer them to another insurance broker fell below the standard of care and harmed them.

In reply, Stafford urged the court to reject plaintiffs' "new theory" that had Stafford notified the Gragnanis "she was leaving the insurance industry, [they] would have looked for a new insurance representative, and would have (somehow) been more attentive to notices received from his insurance carriers, including the notice of non-renewal sent by Clarendon directly to . . . Gragnani by mail at his home address." According to Stafford, the undisputed evidence demonstrated Arrowhead mailed the nonrenewal notice to Gragnani. Stafford objected to evidence offered by plaintiffs — including Way and Vera's declarations — but the court did not rule on the objections.

At a hearing on the motions, plaintiffs argued Stafford "breached her duty because she didn't . . . tell [the Gragnanis] she was quitting the business and transfer them to another broker." The court rejected this argument and granted both summary judgment motions. The court concluded plaintiffs offered no evidence "from which a fact finder could reasonably conclude the existence of a duty. . . . [¶] There are no facts here as to

the relationship of the parties from which a fact finder can find a breach of the duty. [¶] There's also no legal authority for the proposition that as a matter of law . . . a broker leaving the business has to contact each and every client . . . ." The court entered judgment for Stafford in the *Rigamonti* and *Gragnani* actions. Plaintiffs appealed from both judgments and we consolidated the appeals.

DISCUSSION

"'[T]he party moving for summary judgment bears the burden of persuasion that there is no triable issue of material fact and that he is entitled to judgment as a matter of law.'" (*Albert v. Mid-Century Ins. Co.* (2015) 236 Cal.App.4th 1281, 1289 (*Albert*), quoting *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) "'Once the [movant] has met that burden, the burden shifts to the [other party] to show that a triable issue of one or more material facts exists as to that cause of action[.]' [Citations.] Where summary judgment has been granted, we review the trial court's ruling de novo. [Citation.] We consider all the evidence presented by the parties in connection with the motion (except that which was properly excluded) and all the uncontradicted inferences that the evidence reasonably supports. [Citation.] We affirm summary judgment where the moving party demonstrates that no triable issue of material fact exists and that it is entitled to judgment as a matter of law. [Citation.]" (*Albert, supra,* 236 Cal.App.4th at p. 1289.)

I.

Stafford Had No Duty to Notify the Gragnanis the Policy Was Not Being Renewed, Nor to Notify Them When She Left the Insurance Business

"An insurance broker is 'a person who, for compensation and on behalf of another person, transacts insurance other than life . . . with, but not on behalf of, an insurer.' [Citation.] Generally, an insurance agent acts only as the agent for the insured in procuring a policy of insurance. [Citation.] An insurance broker may, however, act in a dual capacity, in which he serves as the insured's broker in *procuring* insurance but also acts as the insurer's agent by collecting the premium and delivering the policy to the

insured. [Citations.]" (*Mark Tanner Construction, Inc. v. HUB Internat. Ins. Services, Inc.* (2014) 224 Cal.App.4th 574, 584 (*Mark Tanner*).) "Insurance brokers owe a limited duty to their clients, which is only 'to use reasonable care, diligence, and judgment in *procuring* the insurance requested by an insured.' [Citations.]" (*Pacific Rim Mechanical Contractors, Inc. v. Aon Risk Ins. Services West, Inc.* (2012) 203 Cal.App.4th 1278, 1283 (*Pacific Rim*); see also *Mark Tanner, supra,* 224 Cal.App.4th at p. 586 [an insurance broker's duty "is no greater than the duty to use reasonable care and diligence in procuring insurance"].)

Plaintiffs contend Stafford had a duty to notify the Gragnanis the policy was not being renewed so they could obtain a replacement policy. They are wrong. The relationship between an insurance agent and an insured "imposes no duty on the agent to advise the insured on specific insurance matters." (*Jones v. Grewe* (1987) 189 Cal.App.3d 950, 954; see also *Fitzpatrick v. Hayes* (1997) 57 Cal.App.4th 916, 929 [insurance agent had no duty to advise insureds of availability of umbrella insurance policy]; *Free v. Republic Ins. Co.* (1992) 8 Cal.App.4th 1726, 1729 [insurance agents were "not required under the general duty of care . . . to advise [the plaintiff] regarding the sufficiency of liability limits"].)

Nor does an insurance broker have a duty to advise an insured his insurance policy is not being renewed. (*Kotlar v. Hartford Fire Ins. Co.* (2000) 83 Cal.App.4th 1116 (*Kotlar*).) In *Kotlar*, defendant insurance brokers failed to notify a property owner his insurance policy was being cancelled. After the policy was cancelled, someone slipped and fell on the property, and sued the owner. The owner's insurance company refused to defend or indemnify him on the ground the policy had been cancelled before the accident (*id.* at p. 1119) and he sued his insurance brokers for negligence, alleging "an insurance broker owes a duty of care to a named insured to provide the named insured with notice of the insurer's intent to cancel the policy for nonpayment[.]" (*Id.* at p. 1123.) The *Kotlar* court rejected this argument and held an insurance broker has no duty to notify a named insured of an insurer's intent to cancel an insurance policy. (*Ibid.*)

Under *Kotlar* and the authorities cited above, Stafford had no duty to advise the Gragnanis the policy was not being renewed. (*Kotlar, supra*, 83 Cal.App.4th at p. 1123; *Pacific Rim, supra,* 203 Cal.App.4th 1284.) Stafford was not — as plaintiffs contend — required to offer evidence on her purported duties to notify the Gragnanis to prevail on summary judgment. "'The threshold element of a cause of action for negligence is the existence of a duty to use due care toward an interest of another that enjoys legal protection against unintentional invasion. [Citations.] Whether this essential prerequisite to a negligence cause of action has been satisfied in a particular case is a question of law to be resolved by the court.' [Citations.]" (*Artiglio v. Corning Inc.* (1998) 18 Cal.4th 604, 614 [summary judgment proper where plaintiffs could not establish duty element of negligence claim].) Way's expert declaration does not create a triable issue of material fact regarding whether Stafford had a duty to notify the Gragnanis the policy was not being renewed. (See *Kahn v. East Side Union High School Dist.* (2003) 31 Cal.4th 990, 1017 [courts "do not rely upon expert opinion testimony to establish the legal question of duty"].) *Kotlar* forecloses plaintiffs' claim that Stafford had a duty to notify the Gragnanis when she left the insurance industry.

Plaintiffs contend Stafford assumed additional duties to notify because she held herself out as an "'Advisor'" with "special expertise[.]" An insurance agent or broker may "assume additional duties to an insured by holding [herself] out as an expert; in such a case, the agent may be liable to the insured for losses that resulted from a breach of those additional duties. [Citations.]" (*Wallman v. Suddock* (2011) 200 Cal.App.4th 1288, 1312 (*Wallman*); *Pacific Rim, supra*, 203 Cal.App.4th at p. 1283.) Plaintiffs rely on *Paper Savers, Inc. v. Nacsa* (1996) 51 Cal.App.4th 1090, 1104 (*Paper Savers*), where an insurance agent allegedly made statements leading the insured "to believe the 'replacement cost coverage' endorsement the agent recommended was adequate to replace all his equipment in the event of a total loss." (*Id.* at p. 1101.) The appellate court determined these facts took "the case out of the ordinary general duty of care and trigger[ed] a greater and special duty to the insured as a result of the insurance agent's alleged representations." (*Ibid*.) The *Paper Savers* court held "an insurance agent may

also assume a greater duty toward [the] insured by misrepresenting the policy's terms . . . or extent of coverage." (*Id.* at pp. 1096-1097.)

Plaintiffs' reliance on *Paper Savers* is unavailing because that case does not stand for the proposition that an insurance broker holding herself out as an "advisor" assumes an additional duty to notify the insured of policy nonrenewal. To the contrary, *Paper Savers* acknowledged a duty of an insurance agent holding herself out as a "'consultant'" or a "'counselor'" does not extend beyond procuring insurance coverage, i.e., "'advis[ing] the insured as to his insurance needs . . . .'" (*Paper Savers, supra,* 51 Cal.App.4th at p. 1096, fn. 4.) *Paper Savers* is also distinguishable. There, the insureds made specific factual inquiries of the insurance agent, and the agent allegedly made affirmative misrepresentations the policy would provide full coverage. Here, Gragnani made a general inquiry about wanting a cheaper insurance premium and there is no evidence Stafford misrepresented anything. (*Id.* at pp. 1096-1097.) Stafford met with Gragnani, provided him with quotes for three insurance policies, suggested he purchase an umbrella policy, and procured the insurance coverage Gragnani requested. Nothing Stafford did "trigger[ed] a greater and special duty" to Gragnani. (*Id.* at p. 1101.)[3]

That Stafford gave Gragnani a business card listing her title at Silverado as "advisor" does not create a triable issue of fact regarding whether Stafford held herself out as an insurance expert. Plaintiffs acknowledge the business card "confirms that [Stafford] represent[ed] Silverado Mortgage" i.e., that it did not convey Stafford was an insurance expert. The only evidence in the record regarding the business card is Vera's declaration averring she found it attached to the policy when she looked through Gragnani's files after his death. Vera had no contact with Stafford and only a vague recollection of a brief conversation with Gragnani that "the insurance was changed. . . ."

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[3] Nor is this a situation like the one in *Coe v. Farmers New World Life Ins. Co.* (1989) 209 Cal.App.3d 600, where an insurance agent "had an obligation to render careful advice when faced with his client's request for cancellation" and could be held liable for failing to advise his client "the cancellation method selected was one which would gratuitously waive the one-month grace period." (*Id.* at p. 608.) Here, Stafford agreed to procure insurance for Gragnani, and nothing more.

Neither the business card nor Vera's declaration create a triable issue of material fact regarding whether Stafford held herself out as an insurance expert. Nor does the conclusory allegation that Stafford "told the Gragnanis . . . that she was not just a conduit but an 'advisor'" raise a triable issue of fact. Plaintiffs do not allege "*what* [Stafford] said to give rise to the [Gragnani's] purported belief that [Stafford] was an expert in insurance matters." (*Wallman, supra,* 200 Cal.App.4th at p. 1313 ["no triable issues of fact" regarding whether the insurance agent "held himself out as an insurance expert"].)

We conclude Stafford had no duty to notify the Gragnanis the policy was not being renewed, nor to notify them she was leaving the insurance business. Having reached this result, we need not consider Stafford's claim that she has no liability for the absence of coverage because Arrowhead mailed notice of nonrenewal to Gragnani and he received it.

II.

Stafford Satisfied Her Duty to Procure the Insurance Coverage Gragnani Requested

Plaintiffs argue the court erred by granting summary judgment because Stafford failed to establish she procured the insurance coverage Gragnani requested. As we have explained, insurance agents and brokers owe a "limited duty" to procure the insurance requested by an insured. (*Pacific Rim, supra,* 203 Cal.App.4th at p. 1283; see also *Hydro-Mill Co., Inc. v. Hayward, Tilton & Rolapp Ins. Associates, Inc.* (2004) 115 Cal.App.4th 1145, 1153 [insurance agents and brokers can be liable for failing to obtain requested coverage].) Here, Stafford's undisputed deposition testimony established she procured the insurance coverage Gragnani requested. Stafford testified Gragnani wanted a new homeowners insurance policy because the premium for "his current policy was going to go up substantially" and "he wanted . . . something cheaper." Stafford presented Gragnani with quotes for three insurance policies, two of which were for $200,000 or more in liability coverage and Gragnani told Stafford "to go with the cheapest one[.]" When Stafford asked Gragnani whether he wanted to purchase an umbrella policy with a liability limit of at least $1,000,000 "to make up for any areas lacking[,]" Gragnani

declined. Using information Gragnani provided, Stafford prepared an insurance application and Clarendon issued the policy. As a result, Stafford satisfied her duty to procure the insurance coverage Gragnani requested. (*Wallman, supra,* 200 Cal.App.4th at p. 1309 [no triable issues of material fact as to insurance agent's alleged failure to procure requested insurance]; *Pacific Rim, supra,* 203 Cal.App.4th at p. 1283.)

Relying on *D'Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1 (*D'Amico*) plaintiffs claim the court should have rejected Stafford's deposition testimony because it was "inherently inconsistent and not credible." We are not persuaded. *D'Amico* holds a plaintiff opposing summary judgment may not create a disputed issue of fact with a declaration contradicting his or her deposition testimony. (*Id.* at p. 21; see also *Shin v. Ahn* (2007) 42 Cal.4th 482, 500 & fn. 12 ["a party cannot create an issue of fact by a declaration which contradicts his prior discovery responses"].) *D'Amico* has no application here because Stafford is moving for summary judgment, not opposing it, and because she has not contradicted her deposition testimony or discovery responses.

Stafford's failure to remember certain details about her interaction with Gragnani does not — as plaintiffs contend — demonstrate her testimony is not credible. As described above, Stafford testified about the key aspects of her interaction with Gragnani. That Stafford could not recall additional details when she was deposed almost 10 years after procuring the policy does not demonstrate her testimony was not credible. Plaintiffs' attack on Stafford's credibility is unavailing for the additional reason that "[s]ummary adjudication 'may not be denied on grounds of credibility.' [Citation.] 'If the moving party's evidence is not controverted, the court must ordinarily accept it as true for purposes of the [summary adjudication] motion. In other words, the judge generally lacks discretion to deny the motion and send the case to trial simply to allow the opposing party to cross-examine the affiants or otherwise test their credibility.' [Citation.]" (*Trujillo v. First American Registry, Inc.* (2007) 157 Cal.App.4th 628, 636.)

Plaintiffs contend the court erred by granting summary judgment because there was no admissible evidence Stafford provided Gragnani with "any policy offer equivalent to the existing [insurance] policy." This argument fails. Stafford established she

procured the insurance coverage Gragnani requested. There was no evidence Gragnani requested insurance coverage of $300,000. To the contrary, Stafford offered evidence establishing Gragnani wanted an insurance policy with "cheaper" premiums, and that she presented three policies with coverage of at least $200,000 and "compared premiums and contrasted" the coverage with Gragnani's current policy. Gragnani instructed Stafford "to go with the cheapest one" and declined her suggestion to purchase an umbrella policy with liability limit of at least $1,000,000.

We conclude the court properly granted Stafford's summary judgment motions.

DISPOSITION

The judgments are affirmed. Stafford is entitled to costs on appeal. (Cal. Rules of Court, rule 8.278(a)(2).)

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Jones, P.J.

We concur:

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Needham, J.

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Bruiniers, J.