

UNITED STATES JUDICIAL PANEL
on
MULTIDISTRICT LITIGATION

IN RE: AUTO BODY SHOP ANTITRUST LITIGATION

MDL No. 2557

TRANSFER ORDER

Before the Panel:* Defendant Farm Bureau Town & Country Insurance Company of Missouri (Farm Bureau) in the action listed on Schedule A (*Concord*) moves under Panel Rule 7.1 to vacate our order conditionally transferring the action to MDL No. 2557. Plaintiff and responding defendants¹ oppose the motion and support transfer of *Concord*.

After considering the argument of counsel, we find that the *Concord* action shares common questions of fact with the actions previously transferred to MDL No. 2557, and that transfer under 28 U.S.C. § 1407 will serve the convenience of the parties and witnesses and promote the just and efficient conduct of this litigation. Like many of the already-centralized actions, this action alleges industry-wide conduct involving State Farm and other insurers to suppress the reimbursement rates applicable to automobile collision repair shops. *See In re: Auto Body Shop Antitrust Litig.*, — F. Supp. 3d —, 2014 WL 3908000, at *1-2 (J.P.M.L. Aug. 8, 2014). *Concord*, like the actions in MDL No. 2557, also includes among its 33 defendants the nation’s largest insurance carriers, including common defendants State Farm, Allstate, GEICO, Progressive, Liberty Mutual, Nationwide, and Farmers.

Defendant Farm Bureau contends that *Concord* presents minimal common questions of fact because the complaint focuses on the Missouri market for automobile insurance and plaintiff’s interactions with insurers within Missouri. But this argument ignores extensive portions of the complaint alleging the same industry-wide conspiracy as the initially centralized actions. Indeed,

* Judge Lewis A. Kaplan took no part in the decision of this matter.

¹ Allstate Fire and Casualty Insurance Company; Allstate Insurance Company; Allstate Property and Casualty Insurance Company; Esurance Property & Casualty Insurance Company; American Family Mutual Insurance Company; American Standard Insurance Company of Wisconsin; Farmers Insurance Company, Inc.; GEICO Casualty Company; GEICO General Insurance Company; GEICO Indemnity Company; Government Employees Insurance Company; Progressive Casualty Insurance Company; Progressive Advanced Insurance Company; Progressive Preferred Insurance Company; Progressive Direct Insurance Company; Progressive Northwestern Insurance Company; State Farm Mutual Automobile Insurance Company; State Farm and Casualty Company; United Services Automobile Association; USAA Casualty Insurance Company; and USAA General Indemnity Company.

-2-

plaintiff in *Concord* and 21 responding defendants agree that *Concord* raises nearly identical factual and legal issues as the initially centralized actions and tag-along actions since transferred to MDL No. 2557. We are sympathetic to Farm Bureau's concerns about inconvenience, but we are not convinced that they justify excluding *Concord* from the centralized proceedings. The Panel repeatedly has held that, while it might inconvenience some parties, transfer of a particular action often is necessary to further the expeditious resolution of the litigation taken as a whole. *See, e.g., In re Crown Life Ins. Premium Litig.*, 178 F. Supp. 2d 1365, 1366 (J.P.M.L. 2001). Moreover, the Panel considered similar objections arising from the involvement of regional parties and state-specific issues in the initial transfer order, and determined that centralization would lead to the just and efficient resolution of all actions, to the overall benefit to the parties and the judiciary. *See In re: Auto Body Shop Antitrust Litig.*, 2014 WL 3908000, at *1-2.

IT IS THEREFORE ORDERED that this action is transferred to the Middle District of Florida and, with the consent of that court, assigned to the Honorable Gregory A. Presnell for inclusion in the coordinated or consolidated pretrial proceedings occurring there in this docket.

PANEL ON MULTIDISTRICT LITIGATION



Sarah S. Vance
Chair

Marjorie O. Rendell
Ellen Segal Huvelle
Catherine D. Perry

Charles R. Breyer
R. David Proctor

IN RE: AUTO BODY SHOP ANTITRUST LITIGATION

MDL No. 2557

SCHEDULE A

Eastern District of Missouri

CONCORD AUTO BODY, INC. v. STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, ET AL., C.A. No. 4:14-01857