NO. 91301-3

SUPREME COURT OF THE STATE OF WASHINGTON

Court of Appeals
No. 31521-5-III

RICHARD J. MILLIES, as trustee of the Richard J. Millies Trust, and SUSAN P. MILLIES, as trustee of the Susan P. Millies Trust,

Appellants,

v.

LANDAMERICA TRANSNATION d.b.a. TRANSNATION TITLE INSURANCE COMPANY, a corporation conducting business in Washington,

Respondent.

APPELLANTS' REPLY

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I. Correct Record of the Case

To begin with, unlike LandAmerica's's Answer to Petition for Review, the Millies' Reply will be taken from the actual record on review, not from a record that does not exist.

No less than five times in LandAmerica's Answer does it cite to, and rely upon, alleged records of this case that are not part of the record (as it also did in the Court of Appeals). It is simply unfair for LandAmerica to rely for its defense on documents or transcripts that do not exist.[1]

LandAmerica should not be permitted to make argument based on a record that does not exist and; Millies should not be expected to respond to arguments based on a record that does not exist.

II. Law and Argument

a) The differences and distinctions LandAmerica asserts in defense are not real; the court has power to grant the Millies relief.

LandAmerica asserts as a new issue that it knows or knew what the

[1] For example, at p. 2 of LandAmerica's Answer, it makes citation to "Supplemental Verbatim transcript of proceedings. (*"STP 190"*). There is no Supplemental Verbatim transcript of proceedings on this record; there never was. LandAmerica's untimely request to supplement the record was denied by notation ruling of the Court of Appeals dated February 4, 2014. On p. 4, LandAmerica cites to the STP again and on pp. 6, 14 and 16, LandAmerica cites to and relies for argument on the same non-existent Supplemental Verbatim transcript of proceedings. These are not innocuous references; they go to the heart of the manifestly (and grossly) unjust outcome at the trial court and the Court of Appeals. Neither are any of the exhibits to which LandAmerica cites part of this record, to which LandAmerica makes reference 25 times in its Answer and, whether actually admitted in evidence or not, have been massaged for their content to suit its argument.

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Millies' theory of the case was, calling it "misguided". *Answer @ 14.* Although it admits there was "error" at the trial, it claims the error was the Millies' "legal theory of the case". *Id. @ 7.* The basis for this specious argument is that some kind of difference or distinction can be drawn between the Millies' pleaded breach of contract claim and a claim of loss under their title insurance policy. *Id. @ 1 (the alleged distinction renders the court "without power to grant that relief"); Id. @ 7 (petitioners repeatedly misunderstood the difference between an accepted title insurance claim and a breach of contract cause of action); Id. @ 19; (petitioner mistakenly confuses a breach of contract cause of action with underlying claim of loss under the title insurance policy) Id. @ 20; (petitioner's repeated blurring of the distinction between claim of loss and cause of action)*[2].

These are each examples of LandAmerica's attempt to mislead and confuse the court with a specious distinction between the Millies' breach of contract claim and their loss under the title policy. There is no other explanation. Let the Millies be clear: there is no difference or distinction between the Millies' breach of contract claim in this case and their claim of

[2] And, LandAmerica's assertion that the Millies never added a cause of action for breach of contract is patently false. It was always a separately pleaded cause of action. *CP-7 (First Cause of Action (Breach of Contract); (Transnation breached this contract by failing to fairly and reasonably compensate plaintiffs for their losses and actual damages caused by the undisclosed recorded easement.)*

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loss under their title insurance policy. They are one and the same. The policy is the contract. *CP-350 ("this policy is a contract of indemnity against actual monetary loss or damage sustained... ").* By attempting to separate the two, LandAmerica was able to make it appear, at trial and in the Court of Appeals, that the Millies never pleaded, raised or argued a "claim of loss under the title insurance policy" and, therefore, the court is without power to grant that relief now, even though the policy itself declares it to be a "contract of indemnity." *Id.* LandAmerica is making an issue where none exists -- and has done it successfully.

There are no mistaken, misunderstood or misguided legal theories in this case; there is no difference or distinction between a contract breach and a claim of loss under the policy. LandAmerica cannot make exist that which does not exist. LandAmerica's new issue about an alleged distinction between a claim of loss under the policy and the Millies' breach of contract cause of action is devoid of merit and has for its purpose an attempt to mislead the court and turn its focus away from the true issues on this review in order to avoid the simple truth -- that no evidence supports this jury's verdict and no strained opinion of the Division III Court of Appeals can make consonant at law that which is in direct conflict with settled decisions of this court and other divisions.

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b) The Millies' record objections included breach of contract.

LandAmerica, raising another new issue, insists that the Millies' record objections were limited to those "related to their bad faith cause of action." *Answer to Petition @ 9.* Selectively referencing the true (and only) transcript of proceedings in the record (and when it chooses, one that doesn't exist), it accuses the Millies of conveniently forgetting or willfully not disclosing the "full context of the record." *Answer @ 10.* It then accuses the Court of Appeals of drawing a "mistaken conclusion" from the record that actually exists and chastising it for its so-called "unknowing interpretation." *Answer @ 10.* This is also wrong.

It is significant that the trial judge, when acknowledging the Millies' record objections to jury instructions not given, asked Millies' counsel if there was "anything more" as far as instructions not given. *VRP-345 (Verbatim Report of Proceedings).* The Millies had already objected to what ended up being final Jury Instruction No. 7, had already proposed their own unadulterated WPI instruction on breach of contract, had already asked the judge in writing to give a separate instruction for breach of contract and, on the day in question (on the true transcript), were specifically objecting to the failure to give that separate instruction as proposed.

The true verbatim record discloses that the Millies proffered jury instructions based on five cases, *Columbia Park Golf Course v. Kennewick,*

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160 Wash. App. 66, 248 P.3d 1067 (2011); VRP-346, McGreevy v. Oregon Mutual, 128 Wn.2d 26, 904 P.2d 731 (1995); Tank v. State Farm, 105 Wn.2d 381, 715 P.2d 1133 (1986); McRory v. Northern Insurance, 138 Wn.2d 550, 980 P.2d 736 (1999); and *Edmondson v. Popchoi, 172 Wn.2d 272, 256 P.3d 1223 (2011); VRP-346.*

The propositions contended for by the Millies with these proffered instructions included, most specifically, the holding of *Columbia Park Golf Course, supra,* that 1) a party injured by breach of a contract is entitled to recover all damages it accrued from the breach; 2) the elements for breach of contract, i.e., breach, damages and amount; 3) the purpose of the benefit of bargain damages and whether a plaintiff has proved a claimed loss with sufficient certainty. *Columbia Park Golf Course, supra. Columbia Park* was a breach of contract case.[3] LandAmerica's argument that the Millies' legal theory of the case was "misguided" because they think the Millies thought "the contract claims are inseparable from the other claims", *Answer @ 14,* is not only wrong (and unsupported in the record by its reference to an alleged Supplemental Verbatim transcript of proceedings), but also directly contrary and inconsistent with its statement that the jury was

[3] Also, the jury instruction proposed by the Millies pursuant to the holdings of *Edmondson v. Popchoi, supra,* included for the second time specific reference to *Coventry v. American States Ins. Co., 136 Wn.2d 269, 961 P.2d 933 (1998) (jury should be instructed separately on breach of contract claim). CP-355.*

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instructed separately, *Answer @ 13, ("They were instructed separately")*, and its position that a distinction exists between the Millies' breach of contract and a claim of loss under their policy of title insurance. The instruction offered by the Millies and based on the holdings of *Columbia Park Golf Course, supra,* could not have been mistaken for anything but a request by the Millies to separate the breach of contract claim from their bad faith claims. There is simply no other holding of the case upon which a jury instruction could be based. LandAmerica is wrong to characterize the Millies' record objections as being related only to the Millies' tort claims.

By this time in the trial, the jury had begun its deliberations. The Millies had advised the trial court twice that they wanted an unadulterated WPI breach of contract instruction. They had proposed that instruction. They had objected to the jury instruction proposed by LandAmerica off the record in the late night conference. *VRP @ 368.*. They had proposed additional instructions based on both *Coventry* and *Columbia Park Golf Course, supra,* and objected to the trial court's refusal on the record to give those proposed instructions. *VRP-345.* When the trial court asked if there was "anything more", it could not have helped but understood that the Millies were objecting to a final jury instruction which did not separate the Millies' tort and contract claims and which obviated LandAmerica's liability under the title policy (the contract) based on its asserted affirmative

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defense of reasonableness in avoidance of the Millies' tort claims for bad faith under the statute, RCW 48.30 *et seq.* It could not have helped to be aware that the Millies wanted a separate jury instruction, not one that erroneously incorporated LandAmerica's tort defenses.

The Millies objections to instructions not given were sufficient.

The cases of *Falk v. Keene, 113 Wn.2d 645, 782 P.2d 974 (1989); Washburn v. City of Federal Way, 178 Wn.2d 732, ___P.3d___ (2013)* and *Moore v. Mayfair Tavern, 75 Wn.2d 401, 451 P.2d 669 (1979),* among others, should control determination of this issue on this petition by the Millies. These cases also happen to hold for a result by which justice is served for the Millies in this case, as Land America knows and as the Court of Appeals concedes.[4] *Opinion @ 33 ("we agree that justice would require an award to the Millies... ").*

The Court of Appeals did not draw any mistaken conclusions or unknowingly interpret the record that exists in this case and LandAmerica's argument that it did, or otherwise that it misunderstood the "full context" of

[4] All the above cases stand for the proposition that the Millies' actions were sufficient to have directed the trial judge's attention to the error, even though some of the discussion concerning the jury instructions was held off the record. *See, Ervin v. State, 761 P.2d 124, 126 (Alaska App. 1998)* where even an incorrect statement of the law in a proposed jury instruction was sufficient to focus the court's attention on the issue when coupled with counsel's direction to the trial judge of cases in point. *Ervin* is also disapproving of off-the-record discussions between court and counsel concerning jury instructions, as this court should be.

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the petitioner's objections to instructions both given and not given, is wrong.

c) Asserted procedural technicalities do not instruct or inform justice.

LandAmerica next raises a new issue claiming the Millies' petition to this court should be denied for want of compliance with procedural rules and says the Court of Appeals got it right interpreting those rules against the Millies. *Answer @ 7 (petition should be denied under RAP 13.4(b)).*

How LandAmerica could argue that this petition fails to meet the provisions of RAP 13.4(b) escapes the Millies completely. Further, the cases relied upon by the Court of Appeals in its quest to sustain what it concedes is manifest injustice in the case, and its interpretation of "language" instead of the actual holdings of these cases is utterly misplaced. *Opinion @ 31 ("language" from foreign cases support denial of new trial).*

First, the Millies understand perfectly the substance of RAP 13.4(b), i.e., that Supreme Court review requires a decision of the Court of Appeals be in conflict either with the decision of the Supreme Court or in conflict with another decision of the Court of Appeals. To that end, the Millies repeatedly directed this court's attention to the Court of Appeal's opinion saying it is "in conflict" with the decisions of the State Supreme Court and other divisions of the Court of Appeals. *Millies' Petition for Review @ 8,*

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11, 12, 13. No further demonstration of the Millies' compliance with the requirements of RAP 13.4(b) should be necessary.

More importantly, the Court of Appeal's opinion on the issue of conflicts with this court's decisions, and other divisions of our appellate courts (relied on by LandAmerica), is overstrained.

Although the Court of Appeals recognized correctly that a trial court abuses its discretion by denying a motion for a new trial if the verdict is contrary to the evidence, *Opinion @ 30, citing Palmer v. Jensen, 132 Wn.2d @ 193, 198, 937 P.2d 597 (1997),* it characterized this straight-forward standard for review as a "thorny question" and pondered under which "light" its analysis should be reviewed. *Id. @ 31.* One light was to view the evidence "in the abstract". Another light was to view the evidence "in the context of the jury instructions." *Id. @ 31.* Strangely, the Court of Appeals found "no Washington decision answers the question." *Id. @ 31.* It also said that no foreign cases addressed "our quandary". *Id.* Then, saying that "language in numerous [foreign] cases support the proposition that a party is not entitled to a new trial" if the evidence justifies the verdict based on instructions given, even if they were wrong, it launched into a legal analysis relying on "language" from these foreign cases. The error here is that the holdings of all these foreign cases directly contradict the Opinion.

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For instance, *Conner v. Schlemmer, 196 A.2d 98 (R.I. 2010)*, cited for its "language" by the Court of Appeals in support of denial of the Millies' new trial, *Id. @ 32,* actually granted a new trial to the moving party because the evidence was "against the credible, reliable and probative evidence" at the trial. *Conner, supra, @ 115.* The same can be said of the Court of Appeal's reliance on so-called language from *Kurczy v. Joseph Veteran's Association, 713 A.2d 766, (R.I. 1998)* where a new trial was granted because "the verdict is against the preponderance of the evidence and thereby fails to do justice to the parties or respond to the merits of the controversy." *Id. @ Kurczy @ 770; Opinion @ 32.* Likewise, the Court of Appeals cited to alleged "language" from a Connecticut case, *Labatt v. Grunewald, 438 A.2d 85 (1980), Id.,* where a jury verdict was set aside and a new trial granted on the grounds that the jury could not reasonably and logically reached the conclusion they did. *Labatt, supra, @ 87.* And, again asserting that the "language of these cases supports denial of new trial," the Court of Appeals used a case from Mississippi, *Burrell v. Goss, 146 So.2d 78 (1962)*, where the holding of the case granted a new trial on the basis that there was no question about the damages sustained by the plaintiff. *Opinion @ 32.* Lastly, the Court of Appeals relied upon alleged "language" from *Franklin Fire Ins. Co. v. Slaton, 200 So. 564 (Ala. 1941)*, when, again,

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the Supreme Court of Alabama granted a new trial because the verdict was "against the great weight of the evidence."[5] *Opinion @ 32.*

It seems to the Millies that the Court of Appeals, in seeking to resolve its "quandary," and seeing no Washington decisions to answer its "thorny question," subjectively substituted its "lights" analysis and interpreted "language" from foreign cases to deny the Millies' new trial despite the actual holdings of the cases it was relying on -- and much more, the holding of *Palmer v. Jensen, supra,* this court's settled standard of review for new trial under these circumstances.

The proper test, as the Millies have consistently argued, is that a new trial should be granted where a verdict is contrary to the evidence, as plainly stated in the *Palmer* case. There is not any dispute on this petition (or was there on appeal) that the jury's verdict was contrary to the evidence. It's conceded. And there is no dispute that the trial court, the Court of Appeals and this court are, in considering new trial, entitled to accept as established those items of damage which are conceded, undisputed or beyond legitimate controversy. *Krivanek v. Fiberboard Corp., 72 Wn. App. 632, 636, 865 P.2d (1993), rev. denied @ 124 Wn.2d 1005 (1994); Ide v. Stoltenow, 47 Wn.2d 847, 851, 289 P.2d 1007 (1955) (new trial granted*

[5] The *Slaton* court particularly noted the power to review a jury's verdict in a civil action is vested in the trial court in the first instance, but in a court of appeals in the second. *Franklin Fire, supra, @ 566.*

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because of inadequate damages; court's entitled to accept conceded damages); Hills v. King, 66 Wn.2d 738, 741, 404 P.2d 997 (1965) (State Supreme Court entitled to accept as established damages which are conceded, undisputed or beyond legitimate controversy).. The only barrier here to having justice afforded the Millies is that the Division III Court of Appeals leapfrogged over the plain holdings of *Palmer, Krivanek, Ide* and others to reach a decision which is in conflict with them. It is not shades of light or shadow or subjective prisms or unknown expedients or interpreted "language" by which the Millies' right to new trial should be determined; it is simply whether the verdict is contrary to the evidence or conceded damages. And this is not in dispute. It's a straight-forward question of whether the evidence supports the verdict, and if not, the verdict should be set aside and new trial ordered. Injustice alone is enough to do that. *CR 59(a)(9) (new trial where substantial justice has not been done).* The Millies are owed money under their contract of indemnity.

d) LandAmerica concedes the Court of Appeals erred applying the law-of-the-case doctrine.

The Millies make no reply to LandAmerica's Answer on the issue of whether the Court of Appeals erred applying the law-of-the-case doctrine in a case where no evidence supports the verdict. Land America did not respond to this issue in its Answer. LandAmerica concedes this error,

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which error is in direct conflict with the decisions of this court and other divisions of the Courts of Appeal. *Roberson v. Perez, 156 Wn.2d 33, 43, 123 P.3d 844 (2005) (the law of the case doctrine does not apply if the record or evidence shows that the party in whose favor a verdict was rendered is not entitled to recover), citing Tonkovich v. Dept. of Labor, 31 Wn.2d 220, 225, 195 P.2d 638 (1948); Green v. Rothschild, 68 W.2d 1, 8, 402 P.2d 356 (1965) (law-of-the case doctrine should not be applied where it would result in manifest injustice).*

II. Conclusion

The Millies are entitled to trust in the independence, impartiality, integrity and competency of our system of justice. It is a great public trust that the judiciary holds and it should strive to maintain public confidence in the legal system. This is a case in which a gross miscarriage of justice is unquestionable; this court should grant a new trial.

The ends of justice should not depend in a Washington courtroom on how many hundredths of a weight measure the "sufficiency" of an objection to instructional error depends. Nor should "sufficiency" of objection be measured in millimeters distance or length. As the *Washburn* court holds, the Millies' objection to the trial court's failure to give their competing instructions, both on the record and off, will preserve any objection to the instruction actually given. *Washburn v. City of Federal*

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Way, 178 Wn.2d 732, ___P.3d___ (2013). The Millies went far beyond this at trial and they deserve a new trial.

Neither should the ends of justice in Washington depend on shades of light or shadow like those that may be found varying on any street corner at any given time and which can never be caught outright. *The Palmer* test applies and it's certain and settled. Nor should the ends of justice in a Washington courtroom be supplanted and established tests for new trials (like *Palmer*) be discarded by interpreted "language" from foreign cases whose holdings are contrary to the decisions the "language" contends.

Nor should this court forget that justice does not depend in Washington on the sporting theory of justice anymore or on interpretive, procedural aspects of decisions that have been made on other, unwritten grounds. *See, First Federal Sav. v. Ekanger, 93 Wn.2d 777, 781, 613 P.2d 129 (1980) (new rules of procedure intended to eliminate technical miscarriages of justice inherent in archaic procedural concepts once characterized by Vanderbilt as the sporting theory of justice); Wichert v. Cardwell, 117 Wn.2d 148, 153, 812 P.2d 858 (1991) ("maxims of interpretation are merely justifications for decisions arrived at on other grounds which may or may not be revealed in the opinion"); Spokane County v. Specialty Auto, 153 Wn.2d 238, 103 P.3d 792 (2004) (courts required to interpret civil rules in a manner that advances their purposes*

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which is to reach a just determination in every action); and see, RAP 1.2 (rules liberally interpreted to promote justice).

Everybody in this case knows its result is unjust. The Court of Appeals knows it, the trial court knew it, LandAmerica knows it, the jury knows it, the Millies know it and now only the Washington State Supreme Court can do anything about it. The only thing which stands between a gross miscarriage of civil justice and the Millies' trust, confidence and integrity in the judicial process is the stroke of a pen granting them new trial.

Final Jury Instruction No. 7 was an erroneous instruction which clearly prejudiced the Millies. The Court of Appeals erred when it refused to reach that question and grant new trial. The Millies' objections to final Jury Instruction No. 7 were manifest at the trial and sufficient under *Falk, Washburn* and *Moore* to preserve instructional error for appeal. A new trial should be granted. The jury's verdict in this case is totally contrary to the evidence and conceded damages; new trial should be ordered. The law-of-the case doctrine has no application where a verdict is contrary to evidence or to promote injustice. Justice for the Millies has been grossly miscarried.

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A new trial should be ordered.

RESPECTFULLY SUBMITTED this 11th day of May, 2015.

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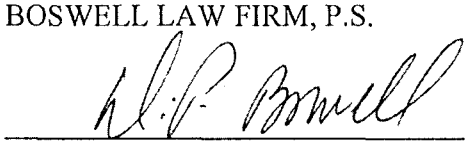

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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of May, 2015, I caused a true and correct copy of APPELLANTS' REPLY to be served on the following in the manner indicated below:

Daniel A. Womac Fidelity National Law Group 1200 6th Avenue, Suite 620 Seattle, WA 98101 *Attorney for Respondent LandAmerica*	X email Daniel.womac@fnf.com X Regular U.S. Mail, postage prepaid

Signed this 11th day of May 2015 at Spokane, Washington.

Linda LaPlante

Linda LaPlante

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Dear Clerk:

Please file the attached Appellants' Reply.

Thank you.

Linda LaPlante
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