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Division III
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No. 361951

COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION III

GRANGE INSURANCE ASSOCIATION, a Washington
corporation,

Respondent.

v.

MIELKE BROTHERS, INC., a Washington corporation;
and DOUGLAS MIELKE, an individual

Appellants,

RESPONDENT'S BRIEF

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I. INTRODUCTION

The trial court's order granting summary judgment should be affirmed because the Grange policy does not cover any of the underlying claims arising from a family dispute over money and control of the family business.

Respondent Grange Insurance Association ("Grange") issued policies to Appellant Mielke Brothers, Inc. ("MBI") covering general liability. Specifically, the policies cover the insured's liability for damages because of "bodily injury" or "property damage" caused by an "occurrence," as well as liability for damages because of "personal and advertising injury." Appellant Douglas Mielke ("Douglas") is an insured with respect to his duties as an officer or director of MBI.

MBI and Douglas have sought coverage for a derivative action filed against them by minority MBI shareholders Robert Mielke ("Robert"), Judy Mielke, Dorothy Mielke and Cheryl Beymer (the "Underlying Action"). As recommended by Washington law, Grange defended Douglas and MBI under a reservation of rights while seeking a declaration from the Superior Court that it owed no duty to defend as a matter of law. The Superior Court properly granted Grange's Motion for

Summary Judgment, holding that Grange had no duty to defend the Underlying Action.

The Superior Court's ruling was correct. The Underlying Action is categorically not covered under the type of policies issued by Grange. Formally, it is a derivative action seeking redress for financial harms inflicted on the shareholders of MBI for the alleged personal benefit of the majority shareholders. Aside from equitable relief—which is not covered—the underlying complaint necessarily only seeks to recover for the devaluation of plaintiffs' shares of MBI. While such financial, corporate claims might be covered under a directors and officers (D&O) policy, it is undisputed that the Grange policies do not contain D&O coverage. Claims for financial or economic losses are not covered under general liability policies such as those issued by Grange.

In short, the Underlying Action does not allege any liability conceivably covered under the Grange policies. Therefore, Grange has no duty to defend, and the Superior Court's judgment should be affirmed.

II. ASSIGNMENTS OF ERROR

Grange submits that the Superior Court made no error.

III. STATEMENT OF THE CASE

A. The Policies

Grange issued Farmpak policy FP01004035, effective December 16, 2013 to December 16, 2014, December 16, 2014 to December 16, 2015, December 16, 2015 to December 16, 2016 and December 16, 2016 to December 16, 2017 to MBI (the “Policies”). CP 0014, *et seq.* The Policies include a section for Farming and Personal Liability Insurance (Coverages H, I and J), which is the only section of the Policies that provide coverage for liability to third parties. CP 0109, *et seq.* Douglas qualifies as an “insured” under the Farming and Personal Liability Insurance, but only with respect to his duties as an executive officer or director of MBI or his liability as a stockholder of MBI. CP 0120.

Coverage H applies to sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage**, but only if the **bodily injury** or **property damage** is caused by an **occurrence** and occurs during the policy period. CP 0109. **Bodily injury** means bodily injury, sickness or disease sustained by a person, and includes death resulting from any of these at any time. CP 0123. **Property damage** means physical injury to tangible property or loss of use of tangible property that is not physically injured. CP 0125.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. *Id.*

Coverage I applies to sums that an insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which the insurance applies, but only if the **personal and advertising injury** is caused by an offense committed during the policy period, among other requirements. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of several offenses. *See* CP 0125. The only offense that Appellants have ever argued to be implicated by the Underlying Action is the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor[.]

Id.

Both Coverage H and Coverage I provide that Grange has the right and duty to defend an insured against a lawsuit seeking damages for **bodily injury, property damage, or personal and advertising injury** to which the Policies' coverage applies. CP 0109, 0115. Both also provide, however, that Grange does *not* have a duty to defend the insured

against any suit seeking damages for **bodily injury, property damage, or personal and advertising injury** to which the Policies' coverage does *not* apply. CP 0109, 0116.

Coverage J provides certain direct coverage for medical expenses incurred by non-insureds for injuries occurring on MBI property. CP 0117. Coverage J does not require Grange to defend third-party claims or suits.

B. The Underlying Action

On January 26, 2017, the Underlying Action was filed against MBI and Douglas Mielke in the Superior Court for the State of Washington for Spokane County. On August 28, 2017, the plaintiffs filed their Amended Complaint for Judicial Dissolution of Corporation and Appointment of a Receiver (the "Underlying Complaint") in the Underlying Action. CP 0996, *et seq.*

The plaintiffs in the Underlying Action allege that they collectively own a minority of shares in MBI. CP 0996-97. The plaintiffs include Dorothy Mielke, the widow of one of MBI's founders, and three of her children: Robert Mielke, Judy Mielke and Cheryl Beymer. *Id.* Douglas is another one of Dorothy's sons. *Id.* Douglas is the Chairman or President of MBI. *Id.* at CP 0997-98. Douglas and four

other family members (who are not named as defendants) together own a majority of MBI's shares. CP 1002.

The Underlying Complaint alleges that Douglas's son, Nathan, was hired to work on the family farm in 2007. *Id.* Nathan is not a party to the Underlying Action. *Id.* The Underlying Complaint alleges that in October 2013, Nathan was criminally convicted for assaulting Robert Mielke. The Amended Complaint further alleges that beginning in 2010, Douglas began to "use his position as the President of MBI" to retaliate against Robert for this incident and to protect Nathan. *Id.* Plaintiffs allege that Douglas and his majority bloc of directors on MBI's Board of Directors committed various "oppressive" acts against Robert and the other minority shareholders, including:

- On July 2, 2014, placing a restriction on Robert and his family from entering the original family farm property (*id.* at CP 1002-03);
- Requiring Robert to pay rent on a home that has been provided to him as a benefit of employment (*id.* at CP 1003-04);
- Refusing to make payments on debt owed to Dorothy (*id.* at CP 1004);

- In 2014 and April 2016, cancelling crop land and pasture leases with MBP (the family's cattle operation), thereby depriving Robert of income (*id.* at CP 1004-05); and
- Refusing to allow minority participation in board meetings (*id.* at CP 1005-07).

The Underlying Complaint seeks judicial dissolution of MBI and appointment of a receiver to accomplish same. CP 1008. The Underlying Complaint also includes a cause of action for breach of fiduciary duty against Douglas Mielke. CP 1009. That count alleges that Douglas has placed his interests—particularly, his interest in protecting his son, Nathan—ahead of those of MBI and its shareholders. *Id.* The Underlying Complaint also asserts causes of action for Breach of Contract (the alleged loans to Dorothy and C&D Mielke); Unjust Enrichment (failure to repay loans); Unpaid Wages (alleging that MBI and Douglas failed to pay Robert and Max their 2016 wages); and Minority Shareholder Oppression, a basis for judicial dissolution of a corporation under RCW 23B.14.300. CP 1009-11.

C. Grange's Reservation of Rights and Proceedings Below

Despite the apparent lack of coverage, out of an abundance of caution, Grange defended MBI and Douglas in the Underlying Action

under a reservation of rights. CP 1014 *et seq.* Grange then filed the action in the Superior Court for Lincoln County below seeking a declaration that it has no duty to defend or indemnify MBI or Douglas in the Underlying Action. Grange filed a motion for summary judgment, which the Superior Court granted. MBI and Douglas then filed this appeal.

IV. ARGUMENT

A. The Duty to Defend

Coverages H and I of the Policies impose upon Grange two duties: the duty to defend the insured against lawsuits and the duty to indemnify the insured against any covered settlements or judgments. *See St. Paul Fire & Marine Ins. Co. v. Onvia, Inc.*, 165 Wn.2d 122, 129 (2008). Under Washington law, the duty to defend is broader: it “exists if the policy conceivably covers the claim allegations, while the duty to indemnify exists only if the policy actually covers the claim.” *United Servs. Auto. Ass'n v. Speed*, 179 Wn. App. 184, 194 (2014). The insurer's duty to defend arises when an action is brought against its insured, and is based on the potential for the insured's liability. *Allstate Ins. Co. v. Bowen*, 121 Wn. App. 879, 883 (2004). “The duty to defend arises when a complaint against the insured, construed liberally, alleges facts which could, if

proven, impose liability upon the insured within the policy's coverage.”

Id.

Washington courts “generally examine only the allegations against the insured and the insurance policy provisions to determine whether the duty to defend is triggered.” *Speed*, 179 Wn. App. at 194. That examination is a question of law for the court. *See id.* “A duty to defend exists if the facts alleged in the complaint against the insured, if proven, would trigger coverage under the policy.” *Id.* at 196. Although this standard is broad, “insurers do not have an unlimited duty to defend”; the duty is “not triggered by claims that clearly fall outside the policy.” *Id.*

When examining the insureds’ potential liability in the Underlying Action, it is clear that there is no potential liability that could conceivably be covered under the Policies. The Underlying Complaint contains no allegation or cause of action that could possibly result in liability for **bodily injury, property damage or personal and advertising injury**.

Despite the clear lack of potential covered liability, out of an abundance of caution, Grange provided a defense to MBI and Douglas Mielke under a reservation of rights, while seeking a declaration from the trial court regarding its coverage obligations. CP 1014 *et seq.* The Washington Supreme Court has endorsed this procedure as a way for

insurers to withdraw from the defense while avoiding any possible claim that the defense duty has been breached. *Woo v. Fireman's Fund Ins. Co.*, 161 Wn.2d 43, 54 (2007).

B. The Policies Only Require Grange to Defend a Suit Seeking Covered “Damages”

Notably, both Coverage H and Coverage I only require Grange to defend a “suit” “seeking damages” because of **bodily injury, property damage** or **personal and advertising injury**. They do not cover claims for injunctive relief. *See Felice v. St. Paul Fire & Marine Ins. Co.*, 42 Wn. App. 352, 358 (1985). Thus, no duty to defend could exist for the claims for judicial dissolution and appointment of a receiver. The only “damages” sought by the underlying plaintiffs are their unpaid wages, loan payments and financial losses consisting of diminution in value of MBI’s shares. As discussed below, none of these potential damages would be covered. Therefore, Grange has no duty to defend.

C. The Underlying Action is a Derivative Action Alleging Devaluation of MBI Shares

The Underlying Action seeks redress as to the plaintiffs’ minority ownership interest in MBI. It alleges that Douglas and the controlling shareholders have placed their own interests above those of MBI and its shareholders. It also alleges that Douglas and the controlling majority

have engaged in conduct amounting to “minority shareholder oppression” sufficient to support judicial dissolution of MBI. Douglas had no “fiduciary duty” to Robert personally; he only had a duty to MBI and its shareholders. *See McCormick v. Dunn & Black, P.S.*, 140 Wn. App. 873, 895, 167 P.3d 610, 621 (2007). The claim for “minority shareholder oppression” likewise seeks to enforce plaintiffs’ rights as minority shareholders in MBI. The Underlying Complaint, as pled, does not seek redress for any personal losses incurred by the individual plaintiffs. Rather, it seeks judicial dissolution and compensation for the devaluation of MBI.

In other words, it is a derivative action. “Ordinarily, a shareholder cannot sue for wrongs done to a corporation, because the corporation is viewed as a separate entity, and the shareholder's interest is too remote to meet the standing requirements.” *Gustafson v. Gustafson*, 47 Wn. App. 272, 276 (1987). “However, because of the possibility of abuse by the officers and directors of a corporation, a narrow exception has been created for shareholders to bring derivative suits on behalf of the corporation.” *Id.*

As Appellants point out, such suits can be brought under the names of individual shareholders. *LaHue v. Keystone Inv. Co.*, 6 Wn.

App. 765, 778 (1972). However, the derivative suit still seeks “to enforce a corporate cause of action” and “is not for the individual benefit of the stockholder”; rather, “both the cause of action and judgment thereon belong to the corporation.” *Id.* at 780. A direct recovery to individual shareholders is available only in “exceptional circumstances”, as “such recovery amounts to a forced distribution of corporate assets to the stockholders.” *Interlake Porsche & Audi, Inc. v. Bucholz*, 45 Wn. App. 502, 520 (1986). Even where such direct recovery occurs, the result is an equitable distribution of the corporation’s value, not compensation for any other personal damages suffered by individual shareholders. *See id.*

For purposes of this coverage action, the point is that the Underlying Action does not seek damages for any personal injuries. Rather, it seeks to remedy the alleged devaluation of plaintiffs’ financial investment in MBI. Appellants’ argument for coverage is based on isolated allegations of harms to the minority shareholder plaintiffs in the Underlying Action; particularly, exclusion from the family farm, termination of an equipment lease and a demand that Robert pay rent on a house owned by MBI. As discussed below, none of these allegations amount to a covered injury. But regardless, Plaintiffs in the Underlying

Action are not seeking—and cannot seek—“damages” for these harms, as required to trigger coverage under the Policies. When placed in context, these allegations merely serve to support the plaintiffs’ claims that MBI should be dissolved and that their shares in MBI lost value because of the majority’s personal vendettas. The Underlying Action is a financial, corporate dispute that categorically falls outside the scope of a general liability policy.

D. The Underlying Action Asserts No Cause of Action Remotely Resembling “Wrongful Eviction”

Appellants argue that two allegations trigger the Policies’ coverage for “personal and advertising injury,” in particular, the offense of “wrongful eviction.” Those allegations are: 1) that Douglas and the controlling majority of MBI excluded certain minority shareholders from using MBI farm and pasture land; and 2) that MBI demanded that Robert pay rent on his home, which is owned by MBI, or else face eviction. But even if these allegations described a “wrongful eviction”—which they do not, as discussed below—that would be insufficient to trigger a duty to defend. An insurer only has a duty to defend a covered offense that has *actually been asserted*, not merely where one might theoretically have been asserted.

With respect to “personal and advertising injury,” “the theory underlying the claim against the insured, not the nature of the alleged injury, determines whether” the coverage applies. *See Cle Elum Bowl, Inc. v. N. Pac. Ins. Co., Inc.*, 96 Wn. App. 698, 707 (1999). Thus, absent any claim asserted under a theory of liability analogous to any of the listed offenses, there is no coverage for “personal and advertising injury.”

In *Cle Elum Bowl*, the insured lessee was sued by its lessor after the property’s roof collapsed. 96 Wn. App. at 701. The insured sought coverage under its general liability policy, arguing that the “wrongful eviction” offense was alleged on the basis that the roof’s collapse invaded the claimant’s right of occupancy. *Id.* at 706. The court rejected this argument and found the insurer correctly declined to defend the claim. Even if the roof collapse did invade the client’s right of occupancy, that was not the theory of liability in the case; rather, the insured had been sued for breach of contract and negligence. *Id.* at 707. The court distinguished the case of *Kitsap County v. Allstate Ins. Co.*, 136 Wash.2d 567, 964 P.2d 1173 (1998), which held that claims for trespass and nuisance were sufficiently “analogous” to wrongful eviction such that coverage was potentially triggered.

Here, Appellants argue, in conclusory fashion, that the Underlying Complaint asserts a claim “analogous” to wrongful eviction. But the Underlying Complaint contains nothing remotely resembling a claim for wrongful eviction. There is no claim for trespass or nuisance. There is not even a claim for negligence (which would still be insufficient to trigger coverage, per *Cle Elum Bowl*). There is no claim seeking to recover damages for these alleged wrongs, even a non-analogous one. There is ***no personal injury tort claim whatsoever***.

In short, this is not a close case. Not even as close as *Cle Elum Bowl*, which found no duty to defend. The Trial Court’s judgment was undoubtedly correct and should be affirmed.

E. Exclusion of a Business Using Farmland Is Not “Wrongful Eviction”

Even examining the Underlying Complaint’s factual allegations standing alone—setting aside the fatal lack of any actual, covered claim—the Policies would ***still*** not apply. Again, the Policies cover a claim seeking damages for the “wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.” In their appellate brief, Appellants do not even attempt in their

brief to explain how their exclusion from the MBI farm as owners of MBP fits this language. There is no plausible basis to argue that it does.

The underlying plaintiffs do not allege any possessory right in the family farm. They merely allege that they did work there as shareholders and/or partners of non-party MBP. For purposes of the policy language, MBP is a business entity, not a “person.” *See, e.g., In re Captain Blyther's, Inc.*, 152 Fed. Appx. 669, 670 (9th Cir. 2005). Meanwhile, the individual underlying plaintiffs do not allege any possessory right in the farmland. They do not allege that they personally “occupied” the MBI farmland, and they certainly do not allege they had any “private” right of occupancy. They were merely *permitted* to access the property in that business capacity. A mere business invitee is not a person with a “private right of occupancy” in the property, even if exclusion of the invitee is alleged to have been wrongful. Similarly, there can be no “eviction,” under any ordinary or legal sense of that word, without the plaintiff being physically dispossessed from occupying the property, or at least being deprived of a possessory right.

For all of these reasons, courts have consistently concluded that this policy provision only applies to interference with actual possession of (or at least a possessory right in) the physical premises, and not to

exclusion of an invitee. See *STK Enterprises, Inc. v. Crusader Ins. Co.*, 171 Or. App. 9, 15, 14 P.3d 638, 642 (2000) (“A ‘wrongful eviction’ within the context of plaintiff’s policy connotes an improper ouster from a possessory interest in property.”); *Am. Hardware Ins. Grp. v. W. One Auto. Grp., Inc.*, 167 Or. App. 244, 251, 2 P.3d 413, 417 (2000) (“The specific context of the terms so obviously refers to a claim for the ejection of a person who asserts a possessory or other legal right to occupy particular premises that any suggestion to the contrary is implausible.”); *Zelda, Inc. v. Northland Ins. Co.*, 56 Cal. App. 4th 1252, 1264, 66 Cal. Rptr. 2d 356, 363 (1997) (holding that similar language limits coverage to “a physical invasion of an interest in real property,” and finding that underlying plaintiff was mere invitee with “no estate or interest in [the insureds’] real property”); *Tinseltown Video, Inc. v. Transp. Ins. Co.*, 61 Cal. App. 4th 184, 196, 71 Cal. Rptr. 2d 371, 379 (1998); *Hettler v. Travelers Lloyds Ins. Co.*, 190 S.W.3d 52, 57 (Tex. App. 2005); *Topeka Tent & Awning Co. v. Glen Falls Ins. Co.*, 13 Kan. App. 2d 553, 557, 774 P.2d 984, 987 (1989).

Tinseltown is particularly instructive. In that case, the underlying plaintiffs sued their partners and the partnership, alleging that they interfered with the plaintiffs’ use and possession of stores leased by the

partnership. The court held that coverage did not apply as the plaintiffs only had interests in the partnership, not the stores, and that the interests in the partnership were personal property, not real property. *See* 61 Cal. App. 4th at 197. California is one of a minority of jurisdictions requiring only interference with a possessory *right*, as opposed to a physical eviction from actual possession. Even in California, however, there must be an interference with an individual person's actual right of possession in the physical premises, not mere exclusion of a business invitee.

Here, as in *Tinseltown*, the underlying plaintiffs do not allege they had any individual, private right of possession in the farmland. Nor could they possibly make such an allegation. Rather, they were invitees allowed to work on MBI's corporate property for the financial benefit of a business entity.

F. A Threatened Eviction is Not an Eviction

Appellants assert that their threatened eviction of Robert Mielke triggers coverage. This argument refutes itself. In their opening brief, as well as in the Underlying Action, Appellants admit that they have not actually evicted Robert from the house. Rather, they have demanded that he pay rent, and *threatened* eviction if he does not. Obviously, Robert cannot have asserted a claim for wrongful eviction because he

undisputedly *has not been evicted*. Even a claim for constructive eviction does not exist unless and until the tenant vacates the premises. *Brine v. Bergstrom*, 4 Wn. App. 288, 289 (1971). Grange has no duty to defend a claim for wrongful eviction unless and until one actually exists.

While irrelevant to the question of whether a defense duty is *presently* triggered, it is also worth noting that there *will never be* a wrongful eviction given the circumstances. As indicated in Appellants' Brief, the issue of Robert's right to live in the house rent-free is the subject of a separate action in Spokane County scheduled to be tried in June 2019. Appellants' Brief, at 18. If Appellants' prevail, any eviction (assuming Robert refuses to pay rent) would not be wrongful. If Robert prevails, he will not be evicted.

G. Financial Harm to the Underlying Plaintiffs' Investment in MBP is Not "Property Damage."

Finally, Appellants point to the allegation that the majority shareholders of MBI have caused MBI to terminate a lease of farm equipment to MBP, causing the underlying plaintiffs to lose income by virtue of their investment in MBP. Appellants argue that this allegation is covered under the Policies' coverage for "property damage," defined to include "loss of use of tangible property that is not physically injured." This argument suffers from at least three fatal flaws.

First, as noted above, the Underlying Complaint does not actually seek damages for plaintiffs' losses through their MBP investments. Those losses would not be recoverable in a derivative action regarding MBI. This allegation is merely included as an example of "minority shareholder oppression" to support judicial dissolution under RCW 23B.14.300.

Second, the alleged lost income does not constitute "loss of use of *tangible* property." This category of "property damage" applies "when some accident makes the property unusable." *Erie Ins. Exch. v. Maier*, 963 A.2d 907, 910 (Pa. Super. Ct. 2008). That is not the claim at issue here. Nothing is alleged to be wrong with the farm equipment, and the underlying plaintiffs do not claim to own that equipment. Rather, their interest that was allegedly impaired—their investment in MBP—is financial, *i.e.*, purely *intangible*. It is well-established under Washington law and elsewhere that economic loss, such as harm to a financial investment, does not constitute "property damage." *See Washington Public Utility Districts' Utilities System v. Public Utility Dist. 1*, 112 Wash.2d 1, 14, 771 P.2d 701 (1989) (holding that the loss of funds resulting from securities investments did not constitute the loss of tangible property); *Goodstein v. Cont'l Cas. Co.*, 509 F.3d 1042, 1054 (9th Cir. 2007) (Under Washington law, "diminution in value does not alone

constitute ‘property damage’”); *Globe Indemnity Co. v. First American State Bank*, 720 F. Supp. 853, 855 (W.D. Wash. 1989) (holding that claim for loss of investment funds only sought to recover economic loss which is not covered as “property damage”); *Chicago Ins. Co. v. Ctr. for Counseling & Health Res.*, C10-0705 RSM, 2011 WL 1221019, at *4 (W.D. Wash. Mar. 31, 2011) (holding that claims of improper billing practices involved only economic loss that did not trigger a defense obligation under a general liability policy). *See also Maier*, 963 A.2d at 910 (“The suffering of economic loss on a transaction does not constitute ‘loss of use’ of the property, the only damage that could possibly bring this under the coverage of the policies.”).

Third, even if the underlying plaintiffs’ alleged lost income were recoverable in the Underlying Action, and even if it constituted “property damage,” it would *still* not be covered because it was not caused by an “occurrence,” defined in relevant part as an “accident.” Under Washington law, an “accident” in this context is “an unusual, unexpected, and unforeseen happening.” *Allstate Ins. Co. v. Bauer*, 96 Wn. App. 11, 15 (1999). “[A]n accident is never present when a deliberate act is performed unless some additional unexpected, independent and unforeseen happening occurs which produces or brings about” the damage

or injury. *Id.* Here, the Underlying Complaint alleges and Appellants concede that they purposefully terminated MBP’s equipment lease. *See* Appellants’ Brief, at 19. That deliberate act was indisputably not an “accident.” The fact that Appellants believed they had the legal right to terminate the equipment lease does not make it any more of an “accident.” Regardless of whether the act is ultimately determined to be legal or illegal, the resulting harm—the Partnership’s inability to use the equipment—was known and specifically intended by Appellants. *See Baylor Heating & Air Conditioning, Inc. v. Federated Mut. Ins. Co.*, 987 F.2d 415, 420 (7th Cir. 1993) (holding that a deliberate act is not transformed into an “accident” merely because the insured believed the act was legal); *Group Voyagers, Inc. v. Employers of Wausau*, 66 Fed. Appx. 740 (9th Cir. 2003) (similar). Therefore, there is no “occurrence” and no coverage.

V. CONCLUSION

Thus, the Underlying Complaint does not come close to falling within the Policies’ coverage, as a matter of law. The Superior Court below properly granted Grange’s Motion for Summary Judgment.

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RESPECTFULLY SUBMITTED this 8th day of November,
2018.

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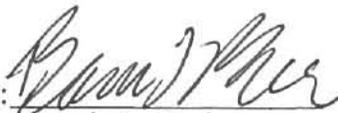
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The undersigned certifies, under penalty of perjury under the laws of the State of Washington that the foregoing document was served upon the interested parties in the manner indicated below:

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DATED at Seattle, Washington this 8th day of November, 2018.

COZEN O'CONNOR

By: 
Bonnie L. Buckner,
Legal Assistant

COZEN O'CONNOR

November 08, 2018 - 11:25 AM

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Superior Court Case Number: 17-2-00041-9

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