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IN THE SUPREME COURT OF THE STATE OF WASHINGTON

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CENTURION PROPERTIES III, LLC and SMI GROUP XIV, LLC,  
Plaintiffs-Appellants-Cross Appellees,

v.

CHICAGO TITLE INSURANCE COMPANY,  
Defendant-Appellee-Cross Appellant.

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Ronald R. Carpenter  
Clerk

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**BRIEF OF *AMICUS CURIAE***  
**WASHINGTON LAND TITLE ASSOCIATION**

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 ORIGINAL

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## I. INTRODUCTION

This Court and the Legislature already have determined title companies do not owe a duty to disclose title defects when issuing commitments for title insurance, because a commitment is not an abstract of title. Plaintiffs propose a complete reversal of this established principle by advocating that a heightened duty to disclose defects be imposed on title companies for the ministerial act of recording a facially valid deed of trust or other instrument. Plaintiffs contend that, when recording a facially valid instrument, title companies owe a duty to look behind the document and to identify and disclose any legal defect, including title defects and defects that could negatively impact other agreements. Plaintiffs further contend this duty extends not only to the title company's customer but to third parties. Thus, Plaintiffs propose a duty of care greatly exceeding the duty owed by title companies when issuing title commitments to their customers *and* seek to extend this duty to third parties. Plaintiffs not only propose a position contradicted by this Court's precedent, they fail to identify any other state recognizing such an expansive duty.

Plaintiffs nonetheless assert their proposed duty can be limited to the facts of this case. Plaintiffs base this contention on their misapprehension of the instruction provided to Defendant Chicago Title Insurance Company ("Chicago Title") by its customer, lender Centrum

Financial Services, Inc. (“Financial”). Centrum’s instruction to record its deed of trust only after Chicago Title committed to insure Centrum’s mortgage as a valid second lien is a standard recording instruction requiring only a commitment to insure, not a separate determination the lien actually is valid. Thus, Centrum’s instruction did not impose a duty on Chicago Title to disclose defects to Centrum or to anyone else.

Nor do Plaintiffs identify any basis on which to impose a heightened duty of care on title companies when recording documents. Washington already recognizes a tort of slander of title, which imposes liability for malicious recording. A separate tort of negligent recording applicable only to title companies would simply deter title companies from recording documents.

This Court should reject Plaintiffs’ proposal to greatly expand the duty owed by title companies and answer “no” to the certified question.

## **II. IDENTITY & INTEREST OF AMICUS**

*Amicus Curiae* the Washington Land Title Association (“WLTA”) is a nonprofit association composed of trade professionals that promote high quality land title evidencing and title insurance services in the State of Washington. Since 1905, the WLTA has promoted sound and ethical business practices and provided educational opportunities for its members in all areas of title evidencing and title insurance. Accordingly, the

WLTA has extensive knowledge of best practices and standard procedures used by title companies in Washington. Based on its role of furthering the best practices of title companies, the WLTA has a vested interest in ensuring the standard for determining when title companies owe a duty of care is clear and understood by title companies in Washington, as well as their customers and the general public. The WLTA also has a vested interest in ensuring title insurance remains available and affordable to consumers in Washington.

### **III. OVERVIEW OF TITLE INSURANCE IN WASHINGTON**

The Washington Legislature and Washington courts previously have recognized the unique characteristics of title companies and the services they provide. Under Washington law, a title insurance policy is a “written instrument, contract, or guarantee by means of which title insurance liability is assumed.” RCW 48.29.010(3)(a). A title insurance policy is an indemnity contract, and exceptions from coverage are for the benefit of the insurer, not the insured. *Courchaine v. Commonwealth Land Title Ins. Co.*, 174 Wn. App. 27, 35, 296 P.3d 913 (2012). Thus, a title insurance policy is not a statement or representation no title defects exist. Rather, it is an *insurance policy* against any title defects not specifically excepted from the title policy. “The duty undertaken [by a title company] in issuing [a] title policy [is] not to except every limitation

on title. Its duty [is], instead, to indemnify against any limitation on title that it did not except.” *Courchaine*, 174 Wn. App. at 37, 43-44.

Similar to the policies themselves, the documents by which title policies are offered and memorialized are not treated as guarantees of title for any party including the insured. Preliminary reports, commitments, and binders from title companies are offers to issue a title policy with stated exceptions. RCW 48.29.010(3)(c). These reports “are not abstracts of title... [nor are they] representation[s] as to the condition of the title to real property.” *Id.* To prepare a title commitment, a title company engages in an underwriting process to determine the potential defects in title it is willing to insure against and the defects that will be excepted from the title policy. *See* WASH. STATE BAR ASS’N, *Washington Real Property Deskbook* (4th ed. 2009 and Supp. 2014), § 14.7.

In contrast to title insurance policy documents, abstracts of title are written representations “provided under contract... intended to be relied upon by the person who has contracted for the receipt of this representation, listing all recorded conveyances, instruments, or documents that, under the laws of the state of Washington, impart constructive notice with respect to the chain of title to the real property described.” RCW 48.29.010(3)(b). The title search process used to prepare an abstract of title is, by its nature, more exhaustive than the

underwriting process used to prepare a title commitment. *See, e.g.*, 18 Wash. Prac., Real Estate § 14.18 (2d ed.) (a title commitment may fail to list some defects a complete abstract of title would disclose).

Title companies also may be asked to record documents with the recorder's office, whether in conjunction with the issuance of a title commitment or policy, or as a separate "accommodation recording."<sup>1</sup> An "accommodation recording" occurs when a title company delivers an instrument for recording at the request of a customer, even though the title company has not provided other services such as a title commitment. *See* ER 48. In this case, it is undisputed Chicago Title initially recorded Centrum's deed of trust in conjunction with issuing a commitment for title insurance and later completed three "accommodation recordings" at the request of Centrum and other lenders. ER 22-23. No abstract of title was requested by or provided to Centrum or any other party in this case.

#### IV. ARGUMENT & AUTHORITY

##### A. **Plaintiffs' Proposed Duty Conflicts with this Court's Precedent.**

Plaintiffs invite this Court to overrule its precedent, as well as disregard the Legislature's policy directives, and greatly expand the duty

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<sup>1</sup> In addition to issuing title commitments, title policies, and abstracts of title, title companies also sometimes provide escrow services, which are not at issue in this case. *See* RCW 48.29.190.

owed by title companies to disclose defects outside the context of an abstract of title. This Court should decline to do so.

Over the course of nearly four decades, this Court considered the issue of whether a title company owes a duty to disclose a title defect. In 1978, this Court noted a duty to search and disclose title defects “might arise from the combined expectations of a title policy applicant and the service to be performed by title insurance companies.” *Shotwell v. Transamerica Title Ins. Co.*, 91 Wn.2d 161, 165, 588 P.2d 208 (1978). In *Shotwell*, and three subsequent cases, however, the Court declined to reach the issue. *Courchaine*, 174 Wn. App. at 35. After the Legislature amended the title insurance code in 1997, this Court decided *Barstad v. Stewart Title Guar. Co., Inc.*, 145 Wn.2d 528, 39 P.3d 984 (2002), which held a title company had no duty to disclose title defects when issuing a title commitment. *See Courchaine*, 174 Wn. App. at 35.

In *Barstad*, real estate investors sued a title company to recover losses incurred in selling foreclosed property with various title defects. The title company knew about, but did not disclose, the defects when it issued title commitments to the investors. *Barstad*, 145 Wn.2d at 532. The Court determined the newly amended statute, RCW 48.29.010, “which sets forth the general duties of title insurers,” “resolves the obligations associated with a preliminary commitment and an abstract of

title.” *Id.* at 535-36. Relying on RCW 48.29.010(3), the Court determined a title commitment is “*not* a representation of the condition of title.” *Id.* at 536. By contrast, the Court determined an abstract of title is a ““written representation”” of the condition of title, including defects of title, ““intended to be relied on by the person who has contracted for the receipt of such representation.”” *Id.* (quoting RCW 48.29.010(3)(b)).

The Court also determined the amendments to RCW 48.29.010 applied retroactively because they were “intended to clarify the differences between an abstract of title, a title policy, and a preliminary title report, commitment, or binder” already reflected in Washington law and industry practice. *Id.* at 537-39. The court surveyed out-of-jurisdiction law and found its interpretation of Washington law aligned with “the narrow majority of state courts in the Ninth Circuit that have held that title insurance companies have no general disclosure duty in preliminary commitments” and observed “[m]any states outside the Ninth Circuit have also held that an insurance company does not have a general duty to disclose.” *Id.* at 541-42.

The Court also declined to impose enhanced fiduciary duties to disclose defects on title companies under RCW 48.01.030, which holds all insurers in Washington “to a good faith standard.” *Id.* at 543-44. The Court recognized that “bad faith” has been interpreted as “an act that is

unreasonable, frivolous or unfounded,” and held the failure to disclose defects did not rise to the level of bad faith. *Id.* Thus, the Court concluded title companies owe no duty to disclose defects in conjunction with a title commitment because it is not an abstract of title.

Plaintiffs incorrectly assert this Court’s decision in *Barstad* is limited to the context of title commitments. *See* Reply Br. at 1. Plaintiffs are wrong for at least two reasons. First, much of the Court’s reasoning in *Barstad* is based on the legislative policy determination that title companies do not owe a duty to disclose title defects in the context of a title commitment because commitments are not *abstracts of title*. Here, it is undisputed that Centrum did not request or receive an abstract of title. *See* ER 22-23. Thus, Chicago Title owed no duty to disclose title defects to Centrum or to anyone else.

Second, the first challenged recording occurred in conjunction with Chicago Title’s issuance of a title commitment to Centrum. *See* ER 23-24. Given that, under *Barstad* and chapter 48.29 RCW, Chicago Title owed no duty to disclose title defects in the issuance of that commitment, it makes no sense to impose a duty to disclose defects at the end of the commitment process when Chicago Title recorded Centrum’s deed of trust. Nor does it make sense to impose a duty to disclose defects during the subsequent

“accommodation recordings,” where Chicago Title is not even making a commitment to insure the property.

In sum, the Legislature’s policy determination regarding the duties owed by title companies, as recognized by this Court in *Barstad*, dictates the answer to the certified question in this case. Title companies do not owe a duty to disclose defects except when issuing an abstract of title, which did not occur here.

**B. This Court Should Reject Plaintiffs’ Invitation to Borrow a “Professional Duty” from Other Contexts.**

In *Barstad*, this Court recognized the duty of care applicable to title companies is discrete, even when providing title commitments *to their customers*. Plaintiffs not only ignore this limitation, they seek to impose a broad tort duty on title companies for the benefit of third parties. See Plaintiffs’ Br. at 15-17. To support this theory, Plaintiffs reach far outside the context of title insurance and rely on *Affiliated FM Ins. Co. v. LTK Consulting Servs., Inc.*, 170 Wn.2d 442, 445, 243 P.3d 521 (2010). In *Affiliated FM*, this Court held an engineering firm had a separate “engineer’s duty of care” to undertake work with the “degree of care, skill and learning expected of a reasonably prudent engineer” extending to “persons who hold a legally protected interest in the damaged property.” *Id.* at 453, 455, 458. Thus, the Court recognized an engineer’s duty

operates beyond privity of contract because engineers can “imperil[] people and property” through their work and are “in the best position to prevent harm caused by their work” because they “occupy a position of control.” *Id.* at 452-53.

Plaintiffs fail to articulate how this Court’s recognition of a duty to avoid professional negligence in the context of engineering, where health and safety are at issue, extends to the context of title insurance, where this Court already has determined a title company does not owe a tort duty to its own clients when issuing a title commitment. As discussed above, *Barstad* and chapter 48.29 RCW provide the relevant standard of conduct for title companies to disclose a title defect.

Plaintiffs insist context is determinative, however, and ask this Court to recognize a duty to disclose title defects in the context of recording and extend the duty to third parties, not just a title company’s customer. *See* Reply Br. at 4. Even if the act of recording could be considered in isolation (which it cannot),<sup>2</sup> Plaintiffs fall far short of establishing the existence of a duty of care owed by Chicago Title to Plaintiffs. To the extent Plaintiffs rely on a general standard of

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<sup>2</sup> Plaintiffs so much as concede this point in their Reply Brief, stating “Plaintiffs have never argued that the scope of the duty extends to every ‘ministerial process of delivering an instrument to the recorder’s office.’” Reply Br. at 14 n. 4 (quoting Defendants’ Br. at 34-35).

professional care, they have failed to demonstrate a title company owes a duty to take steps to determine that an instrument is not just facially valid, but is actually valid, prior to recording it. In order to establish such a duty, Plaintiffs would need to establish that similarly situated title companies would have undertaken such an inquiry under the circumstances. *See Wells v. City of Vancouver*, 77 Wn.2d 800, 803, 467 P.2d 292 (1970) (violation of duty of professional care occurs when engineer “fails to apply the skill and learning which is required of similarly situated engineers or designers in his community”); *see also* Restatement (Second) of Torts § 299A (1965).

In order for a title company to determine an instrument is not just facially valid, but is actually valid, a title company would need to conduct a title search, if not create a full abstract of title. *See, e.g.*, 18 Wash. Prac., Real Estate § 14.18 (abstract of title searches must be exhaustive). Plaintiffs do not and cannot point to any title industry standard requiring a title search or abstract of title prior to recording a facially valid instrument. Compelling title companies to render a substantive opinion regarding the validity of an instrument prior to taking the ministerial step of presenting it for recording would dramatically alter the recording process. Imposing such requirements would create needless delay and expense, thereby discouraging title companies from promptly recording instruments.

In sum, there is no professional standard of care that requires title companies to look beyond the facial validity of documents presented for recording. Rather, as discussed further in Section IV(E), *infra*, title companies – like all individuals and entities – owe a duty to avoid malicious recording.

**C. Plaintiffs’ Reliance on Out-of State Authority Is Unpersuasive.**

Failing to find any support for their position in Washington law, Plaintiffs urge this Court to follow California law. *See* Plaintiffs’ Br. at 21-23. Plaintiffs rely on *Seeley v. Seymour*, 190 Cal. App. 3d 844, 859, 237 Cal. Rptr. 282 (Cal. Ct. App. 1987), where the California Court of Appeals held a title company owed a duty of care to a third party to avoid recording a “nonrecordable” document. The court acknowledged it could not find “any case which directly discusses the liability of a title company, not acting as escrow agent, for the negligent recordation of a nonrecordable document.” *Id.* at 860. Still, the *Seeley* court imposed such liability based on the California-specific rule that defendants “can be liable for economic harm inflicted upon a third party with whom he has no direct dealing, provided that the consideration of the appropriate factors warrants the imposition of a duty to the third party.” *Id.* One of the factors considered by the court was the recording gave the appearance of the title

company giving “its imprimatur to the document,” because the company had a contract with the recorder’s office requiring it to review and validate all documents prior to filing. *Id.* at 861.<sup>3</sup>

In this case, Plaintiffs do not propose a duty to avoid negligent recording of a facially invalid instrument, as was sought in *Seeley*. Quite the opposite, Plaintiffs do not dispute that the deed of trust presented by Centrum for recording appeared on its face to be valid. *See* Reply Br. at 9, n.2. Rather, as discussed *supra*, Plaintiffs advocate that this Court recognize title companies have an additional duty to determine whether even a *facially valid* instrument is *actually valid* by engaging in a title search. *Seeley* does not support this proposition.

In contrast to *Seeley*, the out-of-state authority more consistent with Washington law (and sound policy) is the Arizona decision of *Luce v. State Title Agency, Inc.*, 190 Ariz. 500, 504, 950 P.2d 159 (Ariz. Ct. App. 1997). Under facts very similar to this case, two members of a partnership sued a title company for a “gratuitous,” or accommodation, recording of a deed of trust by which the general partner conveyed partnership property

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<sup>3</sup> More recent California cases suggest that *Seeley* was limited to its facts (*i.e.*, the negligent recording of facially invalid instruments). *See, e.g., Lee v. Fid. Nat. Title Ins. Co.*, 188 Cal. App. 4th 583, 596, 115 Cal. Rptr. 3d 748 (2010) (“only an abstract of title or a policy of title insurance can provide title information upon which reliance may be placed” (internal quotation omitted)); *Siegel v. Fid. Nat. Title Ins. Co.*, 46 Cal. App. 4th 1181, 1189-90, 54 Cal. Rptr. 2d 84 (1996) (“[A] title insurer who has not undertaken to perform as an abstractor owes no duty to disclose recorded liens or other clouds on title.”).

to a lender even though the title company was aware the conveyance was made in violation of terms of the partnership agreement. *Id.* at 502. The Arizona appellate court upheld the trial court’s determination the title company owed no duty to the plaintiffs because it had no relationship with them. *Id.* The court also distinguished *Seeley* because there the instrument “was void on its face” and the company had contracted with the recorder to validate documents. *Id.* at 503.<sup>4</sup>

In sum, the only authority on which Plaintiffs rely for their proposed duty to avoid negligent recording, *Seeley*, relates to the negligent recording of a facially invalid instrument and is based on California-specific legal principles. This Court should instead follow Washington law, supported by other jurisdictions such as Arizona, and hold a title company owes no duty to third parties in this context.

**D. Plaintiffs’ Contention that the Facts of this Case Would Limit the Scope of Their Proposed Duty Is False.**

Plaintiffs attempt to persuade this Court to recognize a new duty owed by title companies by arguing the scope of the duty may be limited by the facts of this case. *See* Plaintiffs’ Br. at 25-26. Yet the certified

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<sup>4</sup> Other courts agree that title insurers have no general duty to disclose defects. *See, e.g., Cummings v. Stephens*, 157 Idaho 348, 366, 336 P.3d 281 (2014); *Sonnett v. First Am. Title Ins. Co.*, 309 P.3d 799, 807 (Wyo. 2013); *First Midwest Bank, N.A. v. Stewart Title Guar. Co.*, 218 Ill. 2d 326, 341, 843 N.E.2d 327 (2006); *Centennial Dev. Grp., LLC v. Lawyer’s Title Ins. Corp.*, 233 Ariz. 147, 150, 310 P.3d 23 (Ariz. Ct. App. 2013).

question posed by the United States Court of Appeals for the Ninth Circuit is not limited to the facts presented here. Rather, it broadly inquires whether “a title company owe[s] a duty of care to third parties in the recording of legal instruments?” Certification Order at 11. Under *Barstad* and chapter 48.29 RCW, the answer to this question must be “no.”

Regardless, Plaintiffs’ assertion that the facts of this case somehow narrow the scope of Plaintiffs’ proposed duty is false. Plaintiffs first contend the duty is limited by the recording instruction provided by Centrum to Chicago Title. That instruction read as follows:

You may record the Leasehold [Deed of Trust], provided you are irrevocably committed to insure the enclosed Mortgage, on a mortgagee’s extended basis with coverage of \$10,000.00; as a valid SECOND lien against the leasehold property which is the subject of the commitment for title insurance issued under the referenced file number, subject only to the matters set forth therein.

ER 58.

Plaintiffs attempt to characterize this instruction as Chicago Title accepting a duty to determine the actual validity of Centrum’s liens. *See* Reply Br. at 15. But Plaintiffs’ argument reads the term “insure” entirely out of the above instruction. By its plain language, the instruction allows Chicago Title to record the deed of trust only once it has committed *to insure* the mortgage as a valid second lien. The instruction does not direct Chicago Title to undertake a separate validity inquiry, nor does it instruct

Chicago Title to provide an abstract of title that represents the status of the liens on the property. Instead, as is standard practice, the instruction directs Chicago Title to insure against any defects excluding those excepted in the title insurance commitment.

Likewise, the evidence relied on by Plaintiffs in their Reply Brief confirms the intent of Centrum's instruction was to secure title insurance, not to direct Chicago Title to determine the actual validity of the lien. *See* ER 523-24 (partially quoted in Reply Br. at 16) ("Q. And you were relying on Chicago Title *to insure* that the lien against the Battelle property was a valid lien? A. Yes. Q. That it was not in violation of any existing encumbrances against the property? A. Correct. Q. That it would not constitute a violation of the GE loan agreement? A. Assuming I knew about the GE loan agreement, yes." (emphasis added)). There is no dispute Chicago Title provided the requested insurance to its client Centrum.

Nor is Centrum's instruction unique in its use of the term "valid," as Plaintiffs suggest. Reply Br. at 15-16. Rather, lenders frequently instruct title companies to insure the validity of title. As one respected title insurance scholar has noted:

The most basic protection for lenders is the insurer's assumption of the risk of loss from the *invalidity* or unenforceability of the lien of the insured mortgage upon

the title. If an insured lender sustains a loss because the *validity* of its mortgage is challenged or because its mortgage is determined to be unenforceable against the real property put up as security for the loan, the title insurer is obligated to provide the insured's defense or to indemnify against any loss.

1 Title Ins. Law § 5:14 (2015 ed.) (emphasis added). Finally, even if this instruction somehow obligated Chicago Title to determine the actual validity of Centrum's lien (which it does not), Plaintiffs cannot establish they are intended third-party beneficiaries of an instruction from a lender to its title company. *See, e.g., Trask v. Butler*, 123 Wn.2d 835, 843, 872 P.2d 1080 (1994) (to establish third-party beneficiary status, there must be an intent to benefit a non-client).

Plaintiffs also incorrectly argue the scope of their proposed duty can be limited based on what Chicago Title knew about the validity of Centrum's lien. Plaintiffs place undue emphasis on the nature and extent of Chicago Title's knowledge of the provisions of the General Electric loan documents, which prohibited junior liens on the property without General Electric's approval ("GE documents"). Specifically, Plaintiffs repeatedly assert Chicago Title had "actual knowledge" of the provisions of the GE documents. *See, e.g., Reply Br.* at 21. Chicago Title assumed for purposes of summary judgment that it did not analyze the GE documents before recording the instruments and that it "was careless –

that it had access to information it did not check,” *see* ER 588. Such a statement, however, does not equate to a concession of actual knowledge, nor should such a statement be used to impose an overly broad duty of care on all title insurers under Washington law. If Chicago Title had actual knowledge of the terms of the GE documents at the time it provided the title commitment, this case never would have occurred. Rather, even Plaintiffs implicitly concede that knowledge of the GE documents must be imputed to Chicago Title based on documents in its file, which is constructive and not actual notice. *See* Reply Br. at 19.

As the district court noted, a title company always “knows” of a defect in the record, either because the title company reviewed the instrument in another closing or could have reviewed the instrument because it is of record in the title plant. *See Centurion Properties, III, LLC v. Chicago Title Ins. Co.*, No. CV-12-5130- RMP, 2013 WL 3350836, at \*6 (E.D. Wash. July 3, 2013) (“Under the duty of care proposed by Plaintiffs, a title company could conceivably be liable for negligently recording a deed because the record imparted constructive notice that another party’s interests would be harmed by the recording.”). The fact that a particular instrument could be missed in conjunction with the underwriting done to provide a commitment for a lender’s policy of

title insurance is simply one of the defects of title for which the title company is providing insurance to the lender.

Thus, neither Centrum's instruction to Chicago Title, nor the assumption of Chicago Title's knowledge of the GE documents would in reality limit the broad tort duty proposed by Plaintiffs. This Court should decline to alter the scope of the duty imposed on title companies in Washington because Plaintiffs seek a particular outcome in this case.

**E. Plaintiffs' Proposed Duty Would Create a New Tort of Negligent Recording in Conflict with Slander of Title Law.**

Plaintiffs' proposed duty also should be rejected because it would require this Court to create a common law action for negligent recording in conflict with the long-settled law in this state limiting tort liability to malicious recording. Under existing law, a claim a party has wrongfully recorded a document may be pursued only as a slander of title claim.

"Slander of title is defined as: (1) false words; (2) maliciously published; (3) with reference to some pending sale or purchase of property; (4) which go to defeat plaintiff's title; and (5) result in plaintiff's pecuniary loss."

*Rorvig v. Douglas*, 123 Wn.2d 854, 859, 873 P.2d 492 (1994). The first element, falsity can be satisfied by recording a document that the party knows contains a falsehood. *See id.* at 860. The second element, "malice

is met when the slanderous statement is not made in good faith or is not prompted by a reasonable belief in its veracity.” *Id.*

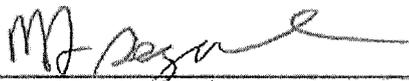
In analyzing the first and second elements, this Court has determined “honestly held assertions made in good faith” do not constitute slander of title. *Id.* at 860. Thus, Washington’s slander of title law does not reach cases where a party negligently or mistakenly records a false or invalid document (nor should it). This Court should decline the invitation to rewrite slander of title law as it relates to title companies in order to create a cause of action for negligent recording. Doing so would discourage title companies from recording documents, which would reduce the availability of recording services, increasing delays and costs.

## V. CONCLUSION

This Court should decline Plaintiffs’ invitation, in contravention of its precedent and the Legislature’s proclamations, to expand greatly the duty of care owed by title companies and the class of persons to whom any duty is owed. The certified question should be answered “no.”

RESPECTFULLY SUBMITTED this 7<sup>th</sup> day of December, 2015.

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**CERTIFICATE OF SERVICE**

I am and at all times hereinafter mentioned was a citizen of the United States, a resident of the State of Washington, over the age of 21 years, competent to be a witness in the above action, and not a party thereto; that on the 7th day of December, 2015, I served the Supreme Court and caused a true and correct copy of the foregoing document to be served via first class mail, postage prepaid, upon the following parties listed below:

Peter S. Ehrlichman  
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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 7th day of December, 2015.



Sydney Henderson

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**Subject:** RE: Centurion Properties III, LLC, et al. v. Chicago Title Ins. Co.- No. 91932-1 Motion for Leave to File Amicus Curiae Brief

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**Subject:** Centurion Properties III, LLC, et al. v. Chicago Title Ins. Co.- No. 91932-1 Motion for Leave to File Amicus Curiae Brief

Dear Clerk of the Court:

Attached for filing please find the following documents:

1. Motion by Washington Land Title Association for Leave to File *Amicus Curiae Brief*
2. Brief of *Amicus Curiae* Washington Land Title Association

**Case Name:** Centurion Properties III, LLC, et al. v. Chicago Title Insurance Company  
**Case Number:** 91932-I

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