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(Publication page references are not available for this document.)

Only the Westlaw citation is currently available.

Supreme Court of Minnesota.
AMERICAN NATIONAL GENERAL **INSURANCE** COMPANY, Respondent,
v.
Paul Gerald SOLUM, et al., Petitioners, Appellants,
Adam KRAUS, Petitioner, Appellant.
No. C8-00-2082.
April 18, 2002.

Syllabus by the Court

An **automobile** title transfer made for purposes of avoiding law enforcement sanctions conclusively establishes title in the transferee when it complies with the transfer provisions of the Motor Vehicle Certificate of Title Act and extrinsic evidence may not be used to challenge title.

Rippe, Hammell & Murphy, [Joseph L. Hammell](#) (# 40253), Caledonia, MN, Appellants Paul & Helen Solums' Attorney(s).

Tomsche, Sonnesyn & Tomsche, [Michael J. Tomsche](#) (# 213512), Minneapolis, MN, Appellant Adam Kraus' Attorney(s).

Stempel & Associates, Plc, Michael W. Lowden (# 282558), Hopkins, MN, Respondent's Attorney(s).

Heard, considered and decided by the court en banc.

OPINION

[STRINGER](#), Justice.

On January 31, 1997 appellant Paul Solum was driving an uninsured pickup truck when a collision occurred with a vehicle driven by Adam Kraus. David Stoen, a passenger in the Kraus vehicle, was injured and brought suit against Paul Solum and Kraus. American National General **Insurance** Company (American) **insured** other vehicles owned by Paul Solum and he sought general liability coverage from American. American's investigation determined that in 1995 title to the uninsured pickup had been transferred from Paul's adult son Daniel to Helen Solum, Daniel's mother and Paul's wife. The Solums acknowledged that the purpose of the transfer was to remove Daniel's name from the certificate of title so that it would not be seized or have its license plates impounded by the state as a result of Daniel's alcohol-related driving offenses.

American brought this declaratory judgment action claiming that because title

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DELLA F. YERBY
v.
UNITED HEALTHCARE **INSURANCE** COMPANY
NO. 2000-CA-01378-SCT
Supreme Court of Mississippi.
AFFIRMED -04/18/2002

ATTORNEY FOR APPELLANT: T. JACKSON LYONS

ATTORNEYS FOR APPELLEE: EDWARD ARTHUR SCALLET WILLIAM FRANCIS HANRAHAN JENNIFER E
ELLER MICHAEL D. TAPSCOTT

EN BANC.

SMITH, PRESIDING JUSTICE, FOR THE COURT:

¶ 1. Della F. Yerby and James D. Yerby filed suit on April 22, 1998, against George Langham ("Langham") and John E. Smith & Company, Inc. ("Smith") for personal injuries suffered by Della in a motor vehicle accident which occurred when a vehicle driven by Langham struck the Yerbys' vehicle from behind. On April 29, 1998, the Yerbys filed an amended complaint adding Healthcare Recoveries, Inc. ("HR, Inc.") of Louisville, Kentucky, as a plaintiff under [Rule 17\(b\) of the Mississippi Rules of Civil Procedure](#) stating that HR, Inc. was the real party in interest due to an unsatisfied medical healthcare subrogation lien.

¶ 2. United Healthcare **Insurance** Company (United) moved to intervene pursuant to [Rule 24 of the Mississippi Rules of Civil Procedure](#). United claimed as its basis to intervene that under the terms of Della's **insurance** plan, it was contractually entitled to recover any benefits paid or payable for medical treatment of Della as a result of any recovery from another source. HR, Inc. had contracted with United to pursue subrogation claims on United's behalf.

¶ 3. The Yerbys settled their suit against Langham and Smith for \$738,000.00. United moved to recover the amount it paid to Mrs. Yerby for her injuries. Yerby filed a motion to deny United's claimed lien. After a hearing, the circuit court held that United was entitled to reimbursement for all medical benefits it had paid on Yerby's behalf. Aggrieved by the trial court's ruling, Yerby appeals to this Court.

¶ 4. We hold that the trial court and this Court have subject matter jurisdiction over this case pursuant to § 1132(a)(1)(B) of the Employee Retirement Income and Security Act (ERISA). We also affirm the lower court's holding that the Wackenhut "Plan" is entitled to reimbursement from Yerby's settlement with George Langham and John E. Smith & Company, Inc. We further

(Publication page references are not available for this document.)

BRADIE REID, A MINOR, BY AND THROUGH HIS FATHER AND LEGAL GUARDIAN, BRADLEY
REID

v.

AMERICAN PREMIER **INSURANCE** COMPANY AND ROSS-KING-WALKER, INC.

NO. 2000-CA-01791-SCT

Supreme Court of Mississippi.

AFFIRMED--04/18/2002

ATTORNEY FOR APPELLANT: WOODROW W. PRINGLE, III

ATTORNEYS FOR APPELLEES: JAMES L. QUINN RICHARD M. EDMONSON

EN BANC.

EASLEY, JUSTICE, FOR THE COURT:

¶ 1. Bradley Reid (Bradley) appeals from the dismissal of his lawsuit against his **insurer** and its agent, on behalf of his minor son, Bradie Reid (Bradie). While the trial court dismissed the action on the merits, we conclude that the action is barred by the doctrine of res judicata. Accordingly, we affirm.

FACTS

¶ 2. On June 16, 1995, Tawanatha Reid (Tawanatha) was in a car accident with her son Bradie. Bradie was in the front passenger seat, and when the car collided, the passenger side air bag deployed striking him in the face. As a result, he suffered massive facial edema causing the closing of his right eye and a fracture of the nasal cartilage area.

¶ 3. Earlier on May 9, 1994, Tawanatha and her husband, Bradley, applied for **automobile insurance** with American Premier **Insurance** Company (American Premier) through Ross-King-Walker, Inc. (Walker), an **insurance** agency. At the time, the Reids owned a 1991 Pontiac **automobile** which was **insured** by Principle Casualty **Insurance** Company providing for bodily injury liability limits in the amount of \$10,000.00 per person and \$20,000.00 per accident. The Reids leased a 1994 Nissan **automobile** which was **insured** by Mutual Service Casualty Company (Mutual Service) with limits of liability for bodily injury in the amount of \$100,000.00 per person and \$300,000.00 per accident. The larger liability limits for the **insurance** covering the Nissan were required by the lease agreement for that vehicle. Neither policy provided for uninsured motorist coverage.

¶ 4. According to Tawanatha, she was seeking to lower the **insurance** premiums for the family **automobile** and intended to replace the two existing policies with a single **automobile insurance** policy covering both vehicles for a lower premium cost. American Premier contends that Tawanatha presented the

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Supreme Court of New Hampshire.
The ESTATE OF George LIBBY,
v.
STATE FARM MUTUAL **AUTOMOBILE INSURANCE** COMPANY.
No. 2001-056.
Argued Feb. 13, 2002.
Opinion Issued April 17, 2002.

Coughlin, Rainboth, Murphy & Lown, P.A., of Portsmouth ([Michael P. Rainboth](#) on the brief and orally), for the plaintiff.

Wiggin & Nourie, P.A., of Manchester ([Gordon A. Rehnborg, Jr.](#) and Donna Marie Cote on the brief, and Mr. Rehnborg orally), for the defendant.

DUGGAN, J.

The plaintiff, the estate of George Libby, appeals a decision of the Superior Court (Coffey, J.) declaring a 'government vehicle' exclusion clause valid and enforceable. The exclusion clause is included in the uninsured motorist provision of two policies issued by the defendant, State Farm Auto **Insurance** Company. We dismiss the appeal.

On January 5, 1999, George Libby, an employee of the Portsmouth Naval Shipyard, was fatally injured when struck by a motor vehicle owned by the United States Navy and operated by a co-employee. The plaintiff applied for and received work injury compensation benefits for federal employees. See [5 U.S.C.A. §§ 8101-8193 \(1996\)](#). Under the federal work injury compensation statute, the plaintiff is barred from bringing an action for **damages** against Libby's employer or co-employee. See [5 U.S.C.A. § 8173](#).

The plaintiff requested that the defendant, Libby's personal **automobile insurance** carrier, provide coverage under the policies' uninsured motorist provision. On August 19, 1999, the defendant denied coverage for two reasons. First, the defendant said that the vehicle involved in the accident is not an uninsured vehicle as defined by the policies because the federal work injury compensation statute bars the plaintiff from bringing an action against either the owner or operator of the vehicle and therefore the plaintiff is not legally entitled to recover from the owner or operator of the vehicle. Second, the

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Supreme Court of Rhode Island.
Robert A. BARBATO
v.
THE PAUL REVERE LIFE **INSURANCE** COMPANY.
No. 2000-388-APPEAL.
April 10, 2002.

Insured brought action against disability **insurer** to recover for failure to make monthly payments for several years. The Superior Court, Providence County, Darigan, J., entered judgment on jury verdict for **insured** and awarded prejudgment interest. **Insurer** appealed. The Supreme Court held that: (1) each monthly payment owed by **insurer** should have been discounted to present value as of the date that **damages** began to accrue; (2) prejudgment interest should have been calculated on the sum of the discounted monthly payments; and (3) expert testimony should have been introduced on the discount rate.

Affirmed; papers remanded.

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Supreme Court of Washington,
En Banc.
STATE of Washington, DEPARTMENT OF ECOLOGY, Appellant,
v.
CAMPBELL & GWINN, L.L.C., a Washington Limited Liability Company; and E.A.
White and Beverly White, husband and wife, Respondents.

No. 70279-9.

Argued Oct. 16, 2001.
Decided March 28, 2002.

Department of Ecology brought action against developer of residential subdivision, seeking a declaration that lots in subdivision could not cumulatively withdraw in excess of 5000 gallons per day, through the use of individual wells, without first obtaining a groundwater permit, and to enjoin developer from any further well drilling on lots. The Superior Court, Yakima County, C. James Lust, J., granted summary judgment for developer. Department appealed. The Supreme Court, Madsen, J., held that: (1) statutory domestic uses exemption from groundwater permit requirement did not apply to allow collective withdrawal of more than 5000 gpd in subdivision, and (2) doctrine of equitable estoppel did not apply to preclude Department from requiring a groundwater permit.

Reversed and remanded.

Owens, J., dissented and filed opinion in which Sanders, J., joined.

Sanders, J., filed opinion concurring in the dissent.