

2016

**Lancer Insurance Company, an Illinois Corporation, vs. Lake Shore Motor Coach Lines, Inc., a Corporation; Janna Crane, a Resident of Utah County; Elizabeth Hutchison, a Resident of Utah County; Mette Seppi, a Resident of Utah County; Tiffany Thayne, a Resident of Utah County; And Debra Kay Jarvis, a Resident of Utah County : Appellant's Reply to Appellee's Brief**

Utah Supreme Court

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**IN THE SUPREME COURT OF THE STATE OF UTAH**

**LANCER INSURANCE COMPANY,  
an Illinois corporation,**

**Plaintiff and Appellant,**

**vs.**

**LAKE SHORE MOTOR COACH LINES,  
INC., a corporation; JANNA CRANE, a  
resident of Utah County; ELIZABETH  
HUTCHISON, a resident of Utah County;  
METTE SEPPI, a resident of Utah  
County; TIFFANY THAYNE, a resident  
of Utah County; and DEBRA KAY  
JARVIS, a resident of Utah County,**

**Defendants and Appellees.**

**Appeal No. 201602244-SC**

**Federal Case No. 2:14cv00785**

**APPELLANT'S REPLY TO APPELLEE'S BRIEF**

**Certification from the United States District Court for the District of Utah-Central  
Division to the Utah Supreme Court  
Honorable Jill N. Parrish**

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**FILED  
UTAH APPELLATE COURTS**

**JUL 26 2016**







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IN THE SUPREME COURT OF THE STATE OF UTAH

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**LANCER INSURANCE COMPANY,  
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## ARGUMENT

### POINT I

#### THE MEDICAL EMERGENCY STATUTE SPECIFIES ONLY THE TYPE OF COVERAGE A MOTOR VEHICLE POLICY MUST INCLUDE

The Medical Emergency statute (“U.C.A. §31A-22-303(1)(a)(v)”) at issue, as amended, is not ambiguous and specifies only the type of coverage automobile policies must contain. It does not confer any substantive rights or alter tort law. That statute provides:

(1)(a) In addition to complying with the requirements of Chapter 21, Insurance Contracts in General, and Chapter 22, Part 2, Liability Insurance in General, a policy of motor vehicle liability coverage under Subsection 31(A)-22-302(1)(a) shall:

(v) cover damages or injury resulting from a covered driver of a motor vehicle who is stricken by an unforeseeable paralysis, seizure, or other unconscious condition and who is not reasonably aware that paralysis, seizure, or other unconscious condition is about to occur to the extent that a person of ordinary prudence would not attempt to continue driving.

(b) The driver’s liability under Subsection (1)(a)(v) is limited to the insurance coverage.

If the statute is “unambiguous”, then the Court need look no further than the plain language of the statute. *Wilcox v. CSK*, 70 P.3d 85, ¶8 (UT 2003).

“When interpreting a statute, our goal is to give effect to the legislature’s intent and purpose.” .... “To determine that intent, we look to the plain language of the statute, reading it as a whole and interpreting its provisions to ensure harmony with other provisions in the same chapter and related chapters.” .... “In doing so, we seek to render all parts thereof relevant and meaningful, and we accordingly avoid interpretations that will render portions of the statute superfluous or inoperative.” .... “Discerning the plain meaning of a term may start with the dictionary, since it catalogues “a range of possible meanings that a statutory term may bear.” But if the statutory language remains ambiguous, we may resort to other indications of legislative intent, including legislative history and policy consideration.” (Emphasis added).

*Craig v. Provo City* (2015 UT App.145, ¶5).

The plain language of the statute, as well as other chapters of the insurance code supports Lancer's position that the Medical Emergency statute only describes the type of coverage a policy must contain. It does not provide for strict liability or confer any other substantive rights. The preamble to the Medical Emergency statute, §31A-22-303(1)(a) establishes this and provides:

In addition to complying with the requirements of Chapter 21, Insurance Contracts in General, and Chapter 22, Part II, Liability Insurance in General, a policy of motor vehicle liability coverage under §31A-22-302(1)(a) shall...

"Shall" refers to the requirements of various sections of the Medical Emergency statute and cross-references this statute with §31A-22-302(1)(a) –Required components of motor vehicle insurance policies-Exceptions (the "Component statute"). When read as a whole, the Medical Emergency statute supports Lancer's position that it only addresses the type of coverage a motor vehicle liability policy is required to have and the allowable exclusions and limitations. For example: subsection (1)(a)(i) addresses the necessary policy information such as: the purchaser of the policy, the named insured and their address, the coverage afforded, the premium charged, the policy period, and the liability limits; Subsection (1)(a)(ii)(A)(B) discusses the requirements of an owner's policy versus an operator's policy and the differences, respectively; Subsection (1)(a)(iii) addresses resident relative status; Subsection (1)(a)(iv) addresses the legal effect of step-down provisions; Subsection (1)(a)(v), the section **at issue**, requires that a policy include coverage for an unforeseen medical emergency resulting in injury. Other sections



address different types of policies and the relationship to motor vehicle liability coverage, such as prorating insurance, adding additional coverage to the basic coverage and limiting coverage to a motor vehicle business (2)(a)(i)(ii)(iii), respectively. The point being that §31A-22-303(1) (a), addresses the type of allowable coverages, limitations and exclusions in motor vehicle liability policies. It does not address the substantive issues or the application of that coverage to a specific event.

In addition, the Medical Emergency and Component statutes cross-reference each other and outline the required components for motor vehicle insurance policies. The Component statute provides that:

- (1) Every policy of insurance or combination of policies purchased to satisfy the owner's or operator's security requirements of Section 41-12a-301 shall include:
  - (a) motor vehicle liability coverage under Sections 31A-22-303 and 31A-22-304;
  - (b) uninsured motorist coverage under Section 31A-22-305;
  - (c) underinsured motorist coverage under Section 31A -22-305.3; and
  - (d) ...personal injury protection under Sections 31A-22-306 through 31A-22-309. (Emphasis added).

The Medical Emergency statute, an amendment to §31-22-303, only requires that there be coverage for an unforeseen medical emergency as another necessary component of a motor vehicle liability policy.

The plain language of the statute when read in conjunction with other insurance code provisions supports Lancer's position that the Medical Emergency statute unambiguously describes only those coverages a motor vehicle liability policy must have. This is also supported by the Utah Court of Appeals' decision in *State v. Biggs*, 167 P.3d 544, ¶ 15 (UT. App. 2007) which confirms that the

Medical Emergency statute “simply specifies what coverage a vehicle insurance policy must include in order to satisfy the Motor Vehicle Insurance Code Requirements”. *See also* Judge Christine Johnson’s ruling on the Injured Parties motion for summary judgment in the state court action: “[i]t simply directs that insurance policies for motor vehicles must include coverage for damages resulting from drivers who suffer from an unforeseeable unconscious condition.” (R.71).

Contrary to the Injured Parties position the Medical Emergency statute is not ambiguous and simply directs that motor vehicle liability policies provide coverage for injuries and damages resulting from drivers who suffer an unforeseen medical condition.

**POINT II  
FOR RECOVERY THE MEDICAL EMERGENCY STATUTE  
REQUIRES PROOF OF FAULT**

The Injured Parties contend that the “shall cover” language in the Medical Emergency statute “imposes liability on an incapacitated driver with no consideration of whether the driver was negligent or not.” (Injured Parties’ Opening Brief at 9-10). The Injured Parties draw a distinction between using the word “cover” (“coverage”) in this section of the statute rather than the word “insure” (“insurance”) found in other sections of the statute to support their position that the Medical Emergency statute imposes strict liability on a driver who suffers an unforeseen medical emergency. This is a “distinction without a difference,” which the Insured Parties apparently agree with. (*See* Injured Parties’ Opening Brief at 12.) . The Injured Parties are advocating for the use of the term “coverage” to support their position that the Medical Emergency statute establishes strict liability, negating any requirement they prove fault.

The legislature, however, expressly stated during the floor debates discussing the Medical Emergency statute that “this particular addition to the law does not circumvent the tort law that exists now....” (Emphasis added). (Exhibit 1: Transcript of Floor Debates: 6:6-11). As such, the Medical Emergency statute is a coverage statute and only describes the type of coverages all motor vehicle liability policies must have. The intent was not to create a cause of action for strict liability. This is apparent from the use of the term “cover” in that statute which suggests that it is the insurance policy which forms the contractual relationship between the insured and the insurer and that determines the application of the coverage to a specific event, not the statute.

The terms “cover” and “coverage” have a specific meaning under the policy and Utah case law. These terms refer to the duties owed under a liability insurance policy by the insurer to the insured; referring to the duty to defend those risks within the coverage of the policy and the duty to indemnify if they can show legal entitlement to damages under the policy. *Benjamin v. Amica Mut. Ins. Co.*, 140 P.3d 1210 ¶¶ 14-17, 22, 27-29, 32 (UT. 2004).

The Injured Parties agree that the policy and Utah case law establish the meaning of the words “cover”/“coverage”, specifically referring to the insurer’s duties to defend and indemnify if an insured becomes legally liable. (the Injured Parties’ Opening Brief, *Id.* 17). In this case, the Injured Parties are asserting the duty to indemnify. Yet, they have no contractual relationship to Lancer, as such the duty to indemnify does not arise until the Injured Parties obtain a judgment. (*Benjamin*, ¶¶ 14, 17, 27). The Injured Parties are not the insureds.



The insurance policy governs when the insurer's duty to indemnify is triggered. *Benjamin*, at ¶ 27. "Typically, an insured's legal liability for damages arises when judgment is entered against him." *Id.* ¶ 29<sup>1</sup>. Lancer's duty to indemnify does not arise until such a judgment is entered under the policy covering the Injured Parties claims against the alleged tortfeasors, Debra Jarvis and Lake Shore Motor Coach lines Inc. ("Lake Shore").

Coverage pursuant to the Lancer policy is governed by Section II-Liability Coverage, which provides:

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because "bodily injury" or "property damage" to which this insurance applies. Caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

...

We have the right and duty to defend any "insured" against a "suit" asking for such damages....

This provision mirrors that found in §31A-22-303(ii)(A) which provides that an owner's policy shall, amongst other provisions, insure " against loss from the **liability imposed by law** ( which is similar to the "legally must pay" language in the Lancer policy ) for damages arising out of the ownership, maintenance, or use of these motor vehicles.... (Emphasis added). Again requiring that the Injured Parties show that they are "legally entitled" to damages under the policy, when there is a judgment entered against the tortfeasors.

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<sup>1</sup> This is a third party case, so the Injured Parties have no contractual relationship with Lancer. As such, Lancer's legal liability doesn't arise until a judgment is entered against its insureds, Debra Jarvis and Lake Shore.

There is no language in the Medical Emergency statute that allows for strict liability and supports the Injured Parties' position that they are entitled to recover without proof of fault. This would be in violation of basic negligence law. In *Speros*, the Utah Supreme Court interpreted §31A-22-303 and determined that "its provisions mandate coverage for liabilities imposed by existing tort law and do not *create* new liabilities. See *Speros* at ¶ 43 (holding that §31A-22-303 "requires coverage for all liabilities imposed by law," whether they rise out of negligence or intentional acts). See *Randle v. Allen*, 862 P.2d 1329, 1335 (UT. 1993) (holding there is no tort liability for personal injury "absent fault or negligence on the part of the defendant."). Also, the language doesn't create an extra-contractual duty obligating Lancer to pay the Injured Parties who have not yet proven the insured's legal liability.<sup>2</sup>

Under the terms and conditions of the policy the Injured Parties still have to establish there is coverage by showing "legal entitlement" before there is any duty to indemnify. To show "legal entitlement" still requires they prove fault.

**POINT III**  
**THERE IS NO AMBIGUITY SO LEGISLATIVE HISTORY**  
**IS NOT APPLICABLE**

In the alternative, if there is an ambiguity, the Injured Parties request that the Court refer to legislative history to interpret the Medical Emergency statute to support their position that strict liability applies and they don't have to prove fault. A court may not, however, consider legislative history unless the plain meaning of the statute is

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<sup>2</sup> The Injured Party has no direct right of action against the insurer, *Speros*, citing to Utah Code Ann. §31A-22-201.

“ambiguous” or would “work an absurd result,” neither of which applies to the Medical Emergency statute. *LPI Servs. v. McGee*, 215 P.3d 135, ¶ 11 (UT. 2009).

Furthermore, courts do not favor the use of legislative history to show legislative intent. The Utah Supreme Court in *Graves v. Northeastern Services, Inc.*, 345 P.3d 619, ¶75 (UT. 2015) expressed concern over the use of legislative history, noting that the search for legislative intent is perilous for the following reasons:

[I]n many cases, it is difficult to discover the motives, which may have prompted those who drew up the text; but it is also dangerous to construe upon supposed motives, if they are not plainly expressed. Everyone is apt to substitute what his motives would have been, or perhaps, unconsciously, to fashion the supposed motives according to his own interest and views of the case; and nothing is a more ready means to bend laws, charters, wills, treatises etc., according to preconceived purposes, then by their construction upon supposed motives. To be brief, unless motives are expressed, it is exceedingly difficult to find them out, except by the text itself; they must form, therefore, in most cases, a subject to be found out by the text, not the ground on which we construe it.

Judge Johnson in her June 6, 2014 ruling on the Injured Parties’ motion for summary judgment in the state court, noted that: “the use of isolated quotes from floor debates to divine the intent of the legislature as a whole is problematic, at best” citing to *Regan v. Wald*, 468 U.S. 222, 237 (1984). Specifically, that:

Oral testimony of witnesses and individual Congressmen, unless very precisely directed to the intended meaning of particular words in a statute, can seldom be expected to be as precise as the enacted language itself. To permit what we regard as clear statutory language to be materially altered by such colloquies, which often take place before the bill has achieved its final form, would open the door to the inadvertent or perhaps even planned undermining of the language actually voted on by congress and signed into law[.]

(R. 70-71).



The Injured Parties cite to various statements made during the floor debates which resulted in the Medical Emergency statute. Noteworthy, none of these cites shows any discussion of the use of the words “cover”/ “coverage and “insure/insurance”. Because these words were not addressed no precise meaning can be attributed to them. As such, one can only guess the intentions of the legislators in using the different verbiage in the statute (§31A-22-303).

Also, the Injured Parties selection of excerpts from the floor debates does not support their position that the Medical Emergency statute establishes strict liability, but to the contrary, the floor debates expressly state that it doesn’t alter tort law. For example, the Injured Parties cite to these passages:

....we have case law in a number of different situations that the juries and judges have ruled that there is no liability when there’s an unforeseen medical problem occurring with a driver.

(Exhibit 1: Transcript of Floor Debates: 4: 24-25; 5: 1-2).

Right now the law indicates that the only way you can recover damages, either liability or property damage is to prove that there was negligence involved. And in the case of medical—unforeseen medical problems, the courts have ruled that—that is not negligence, it was unforeseen, unpredictable and, in some cases unavoidable.

(Exhibit 1: Transcript of Floor Debates: 5: 24-25; 6: 1-5).

The Injured Parties rely on these passages to show that the intent of the legislature was for the Medical Emergency statute to allow strict liability in circumstances of an unforeseen medical problem. Nowhere is that discussed in the floor debates. In fact, the floor debates indicate that in enacting the Medical Emergency statute, the legislature specifically stated that the intent was not to “circumvent tort law”. Specifically, stating

that: “this particular addition to the law does not circumvent the tort law that exists now, that you still have the opportunity to resort to the court law,... But in the case of an unforeseen medical problem, this would limit the payout to the amount of the insurance coverage.” (Exhibit 1: Transcript of Floor Debates: 6: 6-11). The express intent of the Medical Emergency statute was not to alter tort law by establishing strict liability, but to provide coverage for a unforeseen medical emergency, and as with all policies, limit the payout to the amount of insurance coverage.

Judge Johnson reached the same conclusion in her June 16, 2014 ruling that the use of floor debates and similar sources of legislative history are not relied upon when the language of the statute itself is clear. (R. 71). In discussing the statute at issue, Judge Johnson determined that the plain language of Subsection (v) “is not ambiguous”. “It simply directs that insurance policies for motor vehicles must include coverage for damages resulting from drivers who suffer from an unforeseeable unconscious condition”. (R.71).

Judge Johnson concluded, as did Lancer, that “Subsection (v) ... by its own terms ...it applies to the obligations of an insurer to provide coverage....” (R.74). As such, the Medical Emergency statute only described the type of coverage necessary it has no effect on tort law, nor does it alter tort law, by creating a cause of action for strict liability.

The statute at issue is not ambiguous, the plain meaning of the statute is to provide for the type of coverages to be included in motor vehicle liability policies. Because the statute is not ambiguous the use of legislative history to show intent and/or the use of floor debates is not appropriate. More importantly, the statute at issue when read as a

whole is in a section of the insurance code which addresses the type of coverages and limitations and exclusions allowable and required in motor vehicle liability policies. Nowhere in that statute does it mention, discuss or address strict liability or any other issues concerning tort law. As such, these sections do not support the Injured Parties' position, and are not relevant. Most significantly, the floor debates expressly state that the Medical Emergency statute is not intended "to circumvent tort law".

**POINT IV**  
**THE INJURED PARTIES ARE ONLY ENTITLED TO THE STATUTORY**  
**MINIMUM, IF ANYTHING**

If the Court agrees with Lancer's position that the Medical Emergency statute only specifies the type of coverage that a motor vehicle liability policy must provide and that the Sudden Incapacity defense is good law, then the Injured Parties are not entitled to damages. Under the reasoning in *Speros*, however, the Injured Parties may be entitled to the statutory minimum of \$25k. (§31A-22-304).

The Injured Parties take issue with that and maintain that because Lake Shore is a motor carrier as defined by U.C.A §72-9-102(4) it is subject to different minimum insurance requirements, in this case a statutory minimum of \$750k. (*Admin. Code R909-1-3(2)*). This minimum, however, applies only to a private motor carrier, "not a for hire motor carrier". Lake Shore is not a private carrier, but a "for hire" carrier, and as such, the 750k minimum does not apply. (*Admin. Code R909-1-3(1)(2)*).

The Injured Parties are aware that Lake Shore, a motor carrier, is "for hire" and is not a private motor carrier. This is evidenced by the Injured Parties complaints filed in the state court actions wherein they alleged "the Alpine School District **contracted** with

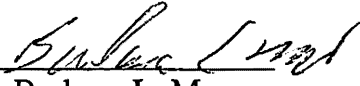


defendant Lake Shore to transport the American Fork High School band by bus to and from a band competition in Idaho.” (Emphasis added). (Exhibit 2: The Injured Parties’ Complaints filed in the state court action, General Allegations ¶¶7 and R.47-48). It follows, then, that if a minimum applies it is the \$25k statutory minimum.

### CONCLUSIONS

Lancer requests this Court find that: (1) the Sudden Incapacity defense is good law, that tort law does not impose liability absent fault; (2) the Medical Emergency statute is not ambiguous, and describes only the type of coverage a motor vehicle liability policy must contain; (3) the Medical Emergency statute is not ambiguous so legislative construction and history is not necessary; (4) the Medical Emergency statute at issue does not create a cause of action for strict liability; (5) the policy language controls any right of indemnification; and (6) if the Injured Parties are entitled to any recovery, it is limited to the statutory minimum of \$25k.

DATED this 27<sup>th</sup> day of July, 2016.

  
Barbara L. Maw  
*Attorney for Appellant*

## ADDENDUM

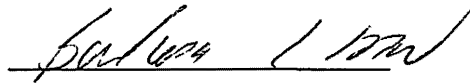
1. Transcript of the floor debates.
2. The *Crane, Hutchison, Seppi and Thayne Complaints* filed in the state court actions.

**MAILING CERTIFICATE**

I hereby certify that four (4) (two for each Defendant/Appellee) true and correct copies of the foregoing were mailed, first-class postage prepaid, this 26<sup>th</sup> day of July, 2016, to the following:

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Tab 1

# CERTIFIED COPY

UTAH LEGISLATURE  
FLOOR DEBATES

DAY 23, 1998 - PART 1

RE: SENATE BILL 2129



**GARCIA & LOVE**  
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1 in?

2           SENATOR JONES: We--we have put it back in.  
3 On the last line of that amendment sheet, we've put it  
4 back in with a proper reference of one in parentheses,  
5 A in parentheses and iv in parentheses. And that's  
6 the only change. The wording of the--of the original  
7 amendment remains the same.

8           SENATOR STEINER: I'm--I'm troubled by the  
9 fact that you would limit the driver's liability. I  
10 mean, it's a very difficult problem if someone has a  
11 paralysis, say, that suddenly strikes them, they have  
12 no warning, and they have an accident. And what  
13 happens if that person hit a child who's going to need  
14 services for the rest of their lives?

15           You're deciding here--are you deciding here  
16 that the--the driver won't have to contribute to that,  
17 once his insurance company has paid off?

18           SENATOR JONES: That's an excellent question,  
19 and according to the existing law if we use the  
20 scenario you described, if we hit a child and had a  
21 medical problem with a driver, the driver would not be  
22 held liable for any--any coverage, not even his  
23 insurance coverage.

24           And we have case law in a number of different  
25 situations that the juries and the judges have ruled

1 that there's no liability when there's an unforeseen  
2 medical problem occurring with a driver. And so my  
3 bill is changing that to put a liability on the  
4 driver, but only up to the maximum amount of the  
5 insurance on the vehicle. So we believe that it's a  
6 good bill from that aspect, that the in--injured party  
7 would at least recover the amount of the insurance;  
8 whereas, existing law they would not recover anything.

9 And, of course, to the victim--regardless of  
10 why the driver caused the damage, the victim still  
11 suffers the damage. And so we believe this will  
12 correct a loophole in that law that needed to be  
13 closed.

14 PRESIDENT: Question, Senator Wharton?

15 SENATOR WHARTON: Yield to a question?

16 SENATOR JONES: I will.

17 SENATOR WHARTON: Can you give me a scenario  
18 of the way the law is now and then how it would be  
19 when your--if this bill is passed? Because a lot of  
20 us are confused over here exactly--you're saying that  
21 right now--well, could you give me--yeah, could you  
22 try that and then maybe that will help us?

23 SENATOR JONES: I'll be glad to give  
24 examples. Right now the law indicates that the only  
25 way you can recover damages, either liability or

1 property damage, is to prove that there was negligence  
2 involved. And in the case of medical--unforeseen  
3 medical problems, the courts have ruled that--that  
4 that is not negligence, it was unforeseen,  
5 unpredictable and, in some cases, unavoidable.

6 And remembering that--that this particular  
7 addition to the law does not circumvent the tort law  
8 that exists now, that you still have the opportunity  
9 to resort to the court law, if you want to. But in  
10 the case of unforeseen medical problems, this would  
11 limit the payout to the amount of insurance covered.

12 I'm not sure--was there something else in  
13 your question that I needed to address?

14 SENATOR WHARTON: So--so you're saying right  
15 now--if you get in an accident and there's some  
16 unforeseen medical costs down the road, you're saying  
17 right now I can't sue you--if you did that to--to me,  
18 I can't sue you for those damages right now? Is that  
19 what you're saying?

20 SENATOR JONES: That's true. And let--let me  
21 give you an--an ex--a real-time example. The one--and  
22 I have several of them here in my portfolio that I  
23 could cite, but I won't bore your with them. But I  
24 think one that's very important, a 23-year-old young  
25 man was driving down the street, lost control of his

# C E R T I F I C A T E

STATE OF UTAH

)

: \$\$.

COUNTY OF SALT LAKE

)

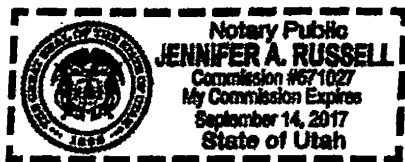
I, JENNIFER A. RUSSELL, a Registered Professional Reporter within and for the State of Utah, do hereby certify:

That the foregoing tape-recorded proceedings were transcribed into typewriting under my direction and supervision and that the foregoing pages contain a true and correct transcription of said proceedings to the best of my ability to do so.

IN WITNESS WHEREOF, I have hereunto  
subscribed my name this 14th day of June 2016.

Jennifer A Russell  
JENNIFER A. RUSSELL, RPR

JENNIFER A. RUSSELL, RPR





Tab 2

MICHAEL D. ESPLIN (1009)  
LAURA H. CABANILLA (6845)

ESPLIN | WEIGHT

290 West Center Street

P.O. Box L

Provo, Utah 84603-0200

Telephone: 801.373.4912

Facsimile: 801.371.6964

Attorneys for Plaintiff

---

IN THE FOURTH JUDICIAL DISTRICT COURT, AMERICAN FORK DEPARTMENT  
UTAH COUNTY, STATE OF UTAH

---

ELIZABETH HUTCHISON, an  
individual,

Plaintiff,

vs.

DEBRA KAY JARVIS, an individual;  
LAKE SHORE MOTOR COACH LINES,  
INC., a corporation; and LANCER  
INSURANCE COMPANY, an Illinois  
corporation,

Defendants.

**SECOND AMENDED COMPLAINT AND  
DEMAND FOR JURY  
TRIAL**

Tier 3

Civil: 130100101

Judge: Christine Johnson

COMES NOW, Plaintiff, Elizabeth Hutchison, by and through her attorneys,  
Michael Esplin, and Laura Cabanilla, and for cause of action against defendants alleges  
and avers as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to U.C.A. §78A-5-102(1):

2. Venue is proper in this Court pursuant to U.C.A. §78B-3-307 since defendant

~~Debra Kay Jarvis is a resident of Utah County, State of Utah, and Lake Shore Motor~~

Coach Lines, Inc. is a corporation doing business in Utah County, State of Utah. Lancer

Insurance Company is an Illinois corporation doing business in the State of Utah.

#### **PARTIES**

3. ELIZABETH HUTCHISON ("Hutchison") is an individual residing in Utah County, Utah.

4. LAKE SHORE MOTOR COACH LINES, INC. ("hereinafter referred to as "Lake Shore") is a Utah corporation doing business in Utah as Lake Shore Motor Coach Lines, Inc.

5. DEBRA KAY JARVIS (hereinafter referred to as "Jarvis") is an individual residing in Utah who at all times relevant herein was an employee and agent of defendant Lake Shore.

6. LANCER INSURANCE COMPANY (hereinafter referred to as "Lancer") is an insurance company doing business in the State of Utah which provided a policy of automobile insurance to Defendants Lake Shore and Jarvis.

#### **GENERAL ALLEGATIONS**

7. On October 10, 2009, the Alpine School District had contracted defendant Lake Shore to transport the American Fork High school band by bus to and from a band competition in Idaho.

8. Defendant Jarvis was the driver/operator of defendant Lake Shore's bus and at all times relevant hereto was the agent and employee of defendant Lake Shore.

9. Plaintiff was one of the student passengers being transported by defendant Lake Shore.

10. Defendant Jarvis was driving the Lake Shore bus on I-15 freeway in Idaho returning the passengers to Utah when she lost control of the bus causing the bus to leave the roadway, travel over an embankment, eventually crashing on its side causing Plaintiff to suffer general and special damages as set forth below.

11. Defendant Lancer was sent a written notice and claim against the policy of insurance insuring Lake Shore and Jarvis for damages caused by the bus accident on February 13, 2011.

12. Defendant Lancer did not respond to the claims of the Plaintiff.

### **FIRST CAUSE OF ACTION**

**(Negligence)**

13. The foregoing paragraphs are incorporated herein by reference.

MICHAEL D. ESPLIN (1009)  
ESPLIN | WEIGHT  
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P.O. Box L

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Telephone: 801.373.4912  
Facsimile: 801.371.6964  
Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

TIFFANY THAYNE, an individual,  
Plaintiff,

vs.

DEBRA KAY JARVIS, an individual;  
LAKE SHORE MOTOR COACH LINES,  
INC., a corporation; and LANCER  
INSURANCE COMPANY, an Illinois  
corporation,

Defendants.

**COMPLAINT AND DEMAND FOR JURY  
TRIAL**

Tier 3

Civil:  
Judge:

COMES NOW, Plaintiff, Tiffany Thayne, by and through her attorney, Michael  
Esplin, and for cause of action against defendants alleges and avers as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to U.C.A. §78A-5-102(1).

2. Venue is proper in this Court pursuant to U.C.A. §78B-3-307 since defendant Debra Kay Jarvis is a resident of Utah County, State of Utah, and Lake Shore Motor Coach Lines, Inc. is a corporation doing business in Utah County, State of Utah. Lancer Insurance Company is an Illinois corporation doing business in the State of Utah.

### **PARTIES**

3. TIFFANY THAYNE ("Thayne") is an individual residing in Utah County, Utah.

4. LAKE SHORE MOTOR COACH LINES, INC. ("hereinafter referred to as "Lake Shore") is a Utah corporation doing business in Utah as Lake Shore Motor Coach Lines, Inc.

5. DEBRA KAY JARVIS (hereinafter referred to as "Jarvis") is an individual residing in Utah who at all times relevant herein was an employee and agent of defendant Lake Shore.

6. LANCER INSURANCE COMPANY (hereinafter referred to as "Lancer") is an insurance company doing business in the State of Utah which provided a policy of automobile insurance to Defendants Lake Shore and Jarvis.



## **GENERAL ALLEGATIONS**

7. On October 10, 2009, the Alpine School District had contracted defendant Lake Shore to transport the American Fork High school band by bus to and from a band competition in Idaho.

8. Defendant Jarvis was the driver/operator of defendant Lake Shore's bus and at all times relevant hereto was the agent and employee of defendant Lake Shore.

9. Plaintiff was one of the student passengers being transported by defendant Lake Shore.

10. Defendant Jarvis was driving the Lake Shore bus on I-15 freeway in Idaho returning the passengers to Utah when she lost control of the bus causing the bus to leave the roadway, travel over an embankment, eventually crashing on its side causing Plaintiff to suffer general and special damages as set forth below.

11. Defendant Lancer was sent a written notice and claim against the policy of insurance insuring Lake Shore and Jarvis for damages caused by the bus accident on January 9, 2011.

12. Defendant Lancer did not respond to the claims of the Plaintiff.

## **FIRST CAUSE OF ACTION**

### **(Negligence)**

13. The foregoing paragraphs are incorporated herein by reference.

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Attorneys for Plaintiff

IN THE FOURTH JUDICIAL DISTRICT COURT, AMERICAN FORK  
DEPARTMENT

UTAH COUNTY, STATE OF UTAH

JANNA CRANE,  
an individual,

Plaintiff,

vs.

DEBRA KAY JARVIS, an individual;  
LAKE SHORE MOTOR COACH  
LINES, INC., a corporation; and  
LANCER INSURANCE COMPANY,  
an Illinois corporation,

Defendants.

SECOND AMENDED COMPLAINT  
AND DEMAND FOR JURY TRIAL

Tier 3

Civil: 130100098  
Judge: Christine Johnson

COMES NOW, Plaintiff, Janna Crane, by and through her attorney, Michael Esplin,  
and for cause of action against defendants alleges and avers as follows:

## **JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to U.C.A. §78A-5-102(1).

2. Venue is proper in this Court pursuant to U.C.A. §78B-3-307 since defendant Debra Kay Jarvis is a resident of Utah County, State of Utah, and Lake Shore Motor Coach Lines, Inc. is a corporation doing business in Utah County, State of Utah. Lancer Insurance Company is an Illinois corporation doing business in the State of Utah.

## **PARTIES**

3. JANNA CRANE ("Crane") is an individual residing in Utah County, Utah.

4. LAKE SHORE MOTOR COACH LINES, INC. ("hereinafter referred to as "Lake Shore") is a Utah corporation doing business in Utah as Lake Shore Motor Coach Lines, Inc.

5. DEBRA KAY JARVIS (hereinafter referred to as "Jarvis") is an individual residing in Utah who at all times relevant herein was an employee and agent of defendant Lake Shore.

6. LANCER INSURANCE COMPANY (hereinafter referred to as "Lancer") is an insurance company doing business in the State of Utah which provided a policy of automobile insurance to Defendants Lake Shore and Jarvis.

## **GENERAL ALLEGATIONS**

7. On October 10, 2009, the Alpine School District had contracted defendant Lake Shore to transport the American Fork High school band by bus to and from a band competition in Idaho.

8. Defendant Jarvis was the driver/operator of defendant Lake Shore's bus and at all times relevant hereto was the agent and employee of defendant Lake Shore.

9. Plaintiff was one of the student passengers being transported by defendant Lake Shore.

10. Defendant Jarvis was driving the Lake Shore bus on I-15 freeway in Idaho returning the passengers to Utah when she lost control of the bus causing the bus to leave the roadway, travel over an embankment, eventually crashing on its side causing Plaintiff to suffer general and special damages as set forth below.

11. Defendant Lancer was sent a written notice and claim against the policy of insurance insuring Lake Shore and Jarvis for damages caused by the bus accident on February 13, 2011.

12. Defendant Lancer did not respond to the claims of the Plaintiff.

#### **FIRST CAUSE OF ACTION**

##### **(Negligence)**

13. The foregoing paragraphs are incorporated herein by reference.

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Telephone: 801.373.4912  
Facsimile: 801.371.6964  
Attorneys for Plaintiff

---

IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

---

METTE SEPPI, an individual,

Plaintiff,

vs.

DEBRA KAY JARVIS, an individual;  
LAKE SHORE MOTOR COACH LINES,  
INC., a corporation; and LANCER  
INSURANCE COMPANY, an Illinois  
corporation,

Defendants.

**AMENDED COMPLAINT AND DEMAND  
FOR JURY TRIAL**

Tier 3

Civil: 140400088  
Judge: Lynn W. Davis

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COMES NOW, Plaintiff, Mette Seppi, by and through her attorney, Michael Esplin,  
and for cause of action against defendants alleges and avers as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to U.C.A. §78A-5-102(1).

2. Venue is proper in this Court pursuant to U.C.A. §78B-3-307 since defendant

~~Debra Kay Jarvis is a resident of Utah County, State of Utah, and Lake Shore Motor~~

Coach Lines, Inc. is a corporation doing business in Utah County, State of Utah. Lancer

Insurance Company is an Illinois corporation doing business in the State of Utah.

#### **PARTIES**

3. METTI SEPPI ("Seppi") is an individual residing in Utah County, Utah.

4. LAKE SHORE MOTOR COACH LINES, INC. ("hereinafter referred to as  
"Lake Shore") is a Utah corporation doing business in Utah as Lake Shore Motor Coach  
Lines, Inc.

5. DEBRA KAY JARVIS (hereinafter referred to as "Jarvis") is an individual  
residing in Utah who at all times relevant herein was an employee and agent of defendant  
Lake Shore.

6. LANCER INSURANCE COMPANY (hereinafter referred to as "Lancer") is  
an insurance company doing business in the State of Utah which provided a policy of  
automobile insurance to Defendants Lake Shore and Jarvis.

#### **GENERAL ALLEGATIONS**



7. On October 10, 2009, the Alpine School District had contracted defendant Lake Shore to transport the American Fork High school band by bus to and from a band competition in Idaho.

8. Defendant Jarvis was the driver/operator of defendant Lake Shore's bus and at all times relevant hereto was the agent and employee of defendant Lake Shore.

9. Plaintiff was one of the student passengers being transported by defendant Lake Shore.

10. Defendant Jarvis was driving the Lake Shore bus on I-15 freeway in Idaho returning the passengers to Utah when she lost control of the bus causing the bus to leave the roadway, travel over an embankment, eventually crashing on its side causing Plaintiff to suffer general and special damages as set forth below.

11. Defendant Lancer has filed an action requesting declaratory judgment against Plaintiff, plaintiffs in three other separate actions arising from the same accident and against Lake Shore and Jarvis in the U.S. District Court for the District of Utah-Central Division, Case No. 2:14-CV-00785.

12. Defendant Lancer claims in the federal declaratory judgment action that Lancer should not be responsible to pay the claims of Plaintiff.

#### **FIRST CAUSE OF ACTION**

**(Negligence)**







