OA 10-3-89

IN THE SUPREME COURT OF FLORIDA

CASE NO. 73,652

Florida Bar No: 184170

STATE FARM FIRE AND CASUALTY COMPANY

Petitioner,

vs.

EDWARD L. MARSHALL,

Respondent.

FILED
SID J. WHITE
AUG 11 1989
CLERK, SUPREME COURT
By
Deputy Clerk

ON PETITION FOR DISCRETIONARY JURISDICTION FROM THE FOURTH DISTRICT COURT OF APPEAL

REPLY BRIEF OF PETITIONER ON THE MERITS STATE FARM FIRE AND CASUALTY COMPANY

(With Appendix)

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REPLY ARGUMENT

It should first be noted that Marshall* has not responded to the fact that under this decision, the result in the real world is that, since practically every felonious assaulter claims self defense, that every assaulter will be able to receive a defense merely by claiming the assault was done in self defense. This is totally contrary to decades of Florida law, and public policy, that there is no coverage for intentional acts nor a duty to defend for intentional acts.

Also it is respectfully submitted that last week's decision by this Court in Landis v. Allstate Insurance Co., 14 F.L.W. 357 (Fla. July 14, 1989), is directly on point holding that specific intent to commit harm is not required to exclude coverage for intentional acts and requires reversal of the Fourth District's opinion below; where Marshall has conceded in his Brief that he did in fact act intentionally and he intended to strike Mr. Bailey. The holding in Landis is perfectly consistent with Clemmons v. American States Insurance Co., 412 So.2d 906 (Fla. 5th DCA 1982) and the Clemmons decision must be upheld and the decision in Marshall reversed.

Further, a holding that intentional acts are properly excluded by the express language of State Farm's policy is in line with the majority of jurisdictions throughout the United States; which have held that intentional acts, even those alleged to be in self defense, fall within the policy exclusion that

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* It should be noted that in the jury trial on liability and damages, the jury found Marshall committed the act intentionally and also awarded compensatory and punitive damages.

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coverage does not apply to "bodily injury or property damage which is expected or intended by an insured".

The law in fifteen out of twenty-two jurisdictions in the United States is consistent with Landis and Clemmons; holding that intentional acts are not covered. Florida and the following fifteen States have so held and this Court has properly aligned itself with the majority of jurisdictions; Arkansas, Georgia, Indiana, Iowa, Louisiana, Maryland, Michigan, Montana, Missouri, New Hampshire, North Carolina, Nevada, Oregon, and Washington."

Marshall is estopped from arguing that he was not the wrongdoer and that he acted in self defense. Even if this Court should affirm the reversal of the Summary Judgment below, the trial court will be bound by the Jury Verdict in this case; which found that Marshall not only committed an intentional assault and battery, but that he did not act in self defense** (A 1). In other words even if a Judgment is not entered in favor of State Farm, based on this Court's decision in Landis and the Fifth District's decision in Clemmons, the Jury Verdict estopps Marshall from arguing on remand that he did not act intentionally or that he acted intentionally, but in self defense and that he is entitled to coverage. State Farm and Casualty Co. v. Saurazas, 334 So.2d 180 (Fla. 4th DCA 1976)(where jury held that insured committed an assault and battery against the injured party, the doctrine of collateral estoppel precluded the trial

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* Case citations appear in the Appendix to this Brief.

** The Jury Verdict was supplemented to the Record on Appeal in the Fourth District and the Appellant will provide a certified copy if this Court desires.

court in a subsequent action by insured to recover under the policy, which provided bodily injury and property damage liability, but which excluded coverage for intentional torts, from relitigating the issue of whether the insured's act was an intentional tort and from entering a judgment for the insured).

There is no question that the Record in the present case conclusively established that Marshall acted intentionally, to strike and harm Bailey who was unarmed, with the result being that Bailey was shot at close range in the stomach and was seriously injured and Marshall conceded this. The fact that Marshall admitted that he acted intentionally and with the intent to strike Bailey is sufficient, under this Court's decision in Landis, to preclude a finding that State Farm had a duty to defend or provide coverage to Marshall for his intentional tort. In Landis v. Allstate Ins. Co., 516 So.2d 305 (Fla. 3d DCA 1987) the parents of children, who had been left in the care of Ileana and Frank Fuster, filed complaints against the Fusters for gross negligence in the operation of their child care facility. The plaintiffs alleged that the Fusters committed deliberate and intentional sexual batteries upon the children while they were in their care. The Fusters had a deluxe homeowner's insurance policy with Allstate and demanded that Allstate provide them with coverage and a defense of these lawsuits under this policy. Allstate disclaimed coverage because of exclusions in its policy for intentional acts and business pursuits and defended the Fusters under a reservation of rights. Landis, 306. This is the exact same procedure followed by State Farm in Marshall's case,

where it defended under a reservation of rights after disclaiming coverage under its intentional acts exclusion.

Allstate, like State Farm below, filed a complaint for declaratory judgment to determine whether it owed the Fusters coverage and a defense. Allstate moved for summary judgment, which was affirmed by the Third District and subsequently by this Court, granting a final judgment for Allstate based upon the policy's exclusion from coverage for "bodily injury intentionally caused by an insured". Landis, 306. The Third District held that the acts of child molestation were clearly intentional or deliberate acts of the insured and accordingly Allstate was not required to provide the Fusters with a defense or coverage, relying on the Fourth District's decision in Beaton v. State Farm Fire & Casualty Co., 508 So.2d 556 (Fla. 4th DCA 1987).

In Beaton the Fourth District held that the insured was not entitled to liability coverage where it is established that the insured had intentionally assaulted the victim; where the insured twice admitted in his deposition that he intended to hit the victim. Beaton, 557. This is the exact same evidence that was presented below from Marshall's Deposition, where he admitted numerous times that he intended to strike and hit Bailey. The Fourth District affirmed the exclusion from coverage on authority of Hartford Fire Insurance Co. v. Spreen, 343 So.2d 649 (Fla. 3d DCA 1977) and Clemmons, supra; distinguished its holding from that in Zordan in affirming the summary judgment for the insurer. Beaton, 557; Zordan By and Through Zordan v. Page, 500 So.2d 608 (Fla. 2d DCA 1986).

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The Second District in Zordan held that coverage would not be excluded, as a matter of law, under the intentional injury exclusion clause, unless the insured acted with specific intent to cause the injuries. The Second District reversed the summary judgment for the insurer and remanded for trial. In his dissenting opinion, Judge Frank stated that the plaintiff's allegations were designed simply to avoid the policies exclusionary language and that the test should be what the plain ordinary person would expect and intend to be the result of a mature man's deliberate and intentional tort. Zordan, 614. The Third District in Landis approved the dissenting opinion of Judge Frank in Zordan, finding that the Fuster's assault and batteries upon the children were intentional acts and thus excluded from the homeowner's policy; and certified its decision to be in direct conflict with the majority's decision in Zordan. Landis, 307.

In resolving the direct and express conflict, this Court held that under the intentional acts exclusionary language, no coverage existed for the intentional acts of the Fusters. Landis, 357. This Court specifically rejected the insured's argument that a genuine issue of material fact existed concerning whether the Fusters specifically intended to commit harm; the same argument made by Marshall below. This Court rejected the majority opinion in Zordan and adopted Judge Frank's reasoning, that the insured acted intentionally in assaulting the Plaintiff and the intent to inflict injury would be inferred, as a matter of law. Zordan, 614; Landis, 357. The Court went a step further

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however and held that specific intent to commit harm is not required under the intentional acts exclusion to preclude coverage.

> Rather all intentional acts are properly excluded by the express language of the homeowner's policy.
>
> Landis, 358.

Therefore, whether Marshall acted with or without specific intent to cause harm; whether he acted in self defense; whether he intended to hit Bailey with the gun, as opposed to shooting him in the stomach; Marshall is numerous admissions in his Deposition that he committed an intentional act and his concession in his Brief before this Court, that he "did in fact intentionally and that he did in fact among other things, intend to strike at Bailey..." requires a finding of no coverage and reversal of the Summary Judgment below (Brief of Respondent, Page 5). As there was absolutely no dispute that Marshall acted intentionally, the trial court correctly found that State Farm had no duty to defend or provide coverage for Marshall, under its intentional acts exclusion and Summary Judgment must be entered for State Farm.

The public policy arguments asserted by Marshall in order to find coverage, have been rejected by this Court, as well as by numerous jurisdictions throughout the United States. The premiums argument made by Marshall also appears in the Second District's decision in Zordan, which was disapproved by this Court in Landis. Another policy argument Marshall makes, in order to avoid the intentional acts exclusion, is that his

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admitted intentional act was done in self defense and therefore was not wrongful and should be covered by his homeowner's policy. The majority of jurisdictions in the United States have rejected Marshall's position, finding that an intentional act, whether or not in self defense, is excluded from coverage. Several of these jurisdictions have specifically addressed the self defense argument, to hold that the claim of self defense does not change the entire nature of the act and the fact that it is excluded by the intentional act exclusion. Brown v. St. Paul Fire Marine Ins. Co., 177 Ga.App. 215, 338 So.2d 721 (1985), another shooting case, where the shooter claimed that he was entitled to insurance coverage because he committed the act in self defense. The court noted that the claim of self defense was simply a criminal defense of justification for having intentionally caused the injury, but that in no way vitiated the insured's admitted actual intent to cause injury. His insurance policy effectually excluded coverage for intended or expected injuries and the claim of self defense did not change this result. Brown, 723; See also, Stein v. Massachusetts Bay Insurance Co., 172 Ga.App. 811, 324 So.2d 510 (1984).

Similarly in Heshelman v. Nationwide Mutual Fire Ins. Co., 412 N.E. 301 (Ind.App. 1980) the insured committed an assault and battery, hitting the claimant with his fist, albeit to protect himself. The trial court ruled for the insurer finding that this intentional act was not covered; where it was clearly excluded under the policy which did not provide coverage for "bodily injury, illness or death or property damages caused intentionally

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by or at the direction of an insured". The Indiana court goes on to point out that the insured's claim that the privilege of self defense brought the act within the coverage of the policy would not change the finding of no coverage. The court relied on the prior Indiana decision in Home Insurance Co. v. Neilsen, 165 Ind.App. 455, 332 NE.2d 240 (1975), which also rejected the argument that a claim of self defense would abrogate an intentional acts exclusion:

> The question of self-defense is a standard of Neilsen's liability to Smolek. It presents an issue of motive or justification for intentionally caused harm but it does nothing to avoid the inference of intent to harm that necessarily follows the deliberate blow to Smolek's face.
>
> Heshelman, 303.

In other words self defense simply describes motive or justification for why the insured acted intentionally, but does nothing to change the intentional nature of the act and the fact that it is excluded under this policy language.

In interpreting North Carolina law, the Federal District Court in Stout v. Grain Dealers Mutual Insurance Company, 201 F.Supp. 647 (M.D.N.C. 1962) held that the fact that the insured may have fired in self defense, or in sudden panic, would not prevent the shooting from being "intentional". Under North Carolina law self defense is a plea, by way of justification or excuse for an intentional killing and admits the intentional nature of the action. Stout, 651. On that basis the court held that the gunshot wound was intentionally inflicted and that the insurance company had no duty to defend in a suit against it in

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the State court even though the plaintiff had pled a separate cause of action for negligence, in addition to his cause of action for intentionally inflicted injuries. Stout, 651.

Another District Court, in Missouri, determined that there was no insurance coverage for the conduct of the insured, which was expected or intentional, even though he pled self defense. American Family Mutual Insurance Company v. Nickerson, 657 F.Supp.2 (E.D. Mo. 1986). The Federal Court noted that neither the insurance policy or Missouri law provided coverage for self defense conduct. American, 6. Accordingly, the court found that self defense would not constitute a basis for finding coverage by the insurance policy at issue, which would require the construction or inclusion of such a clause that was non-existent in the insurance contract. American, 6. ~~See also~~, Allstate Ins. Co. v. Simms, 597 F.Supp 64 (D. Oregon 1984) (where the court held that under the homeowner's policy; excluding coverage for bodily injury intentionally caused by the insured; coverage was not provided for claim against the insured rising out of his shooting of the victim, even though the insured was acting in self defense; noting that the majority of courts in the United States hold that the intentional injury exclusion precludes coverage for intentional injuries caused by the insured, even where the insured is acting in self defense, relying on Florida's decision in Clemmons).

Another line of out-of-state cases finds that self defense or lack of intent to injure the victim is not sufficient to provide coverage where there is an intentional acts exclusion.

Allstate v. Freeman, 160 Mich.App. 349 408 N.W.2d 153 (1987). In Freeman an insured person was convicted of the discharge of a firearm intentionally but without malice and maintained that she did not intend to injure the victim in order to obtain insurance coverage. The Freeman court found that the insurance company had no duty to defend the insured in the tort suit or to pay her damages. Freeman held that some acts are so nearly certain to produce injury that the intent or expectation to injure should be inferred as a matter of law; the same holding as this Court in Landis. Freeman, 156. Whether the insured acted in self defense or not the intent or expectation of injury was inferred as a matter of law from the intentional act and the claim of self defense precluded coverage and a duty to defend on the part of the insured. Freeman, 156. ~~See also~~, Allstate Insurance Co. v. Foster, 693 F.Supp. 886 (D. Nev. 1988). Other cases similarly holding finding that an intentional act, even in self defense does not affect the policies exclusion are: Allstate Ins. Co. v. Cannon, 644 Supp. 31 (E.D. Mich. 1986); Wright v. White Burch Park, 118 Mich.App. 639, 325 N.W.2d. 524 (1982); McAndrews v. Farm Bureau Mutual Insurance Co., 349 N.W.2d 117 (Iowa 1984)(court concluded the insured's striking of the plaintiff was an act excluded from coverage and the insurer has no duty to defend; even if we were to conclude that the insured had reason to hit the plaintiff, i.e. to prevent the plaintiff from harming him, this would not change the fact that it was an intentional act); Bay State Insurance Co. v. Wilson, 71 Ill. Dec. 726, 96 Ill.2d 487, 451 N.E.2d 880 (1983)(even though it is maintained that the

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insured acted in self defense and that the injuries sustained were the unintended result of the shooting in self defense, if the injuries were intended, clearly there is no coverage; Bohnsack v. Employers Insurance Co. of Wausau, 708 F.2d 1361 (8th Cir. 1983)(court cannot say that serious injury leading to death is an unexpected result of an intentional blow by a two-by-four piece of lumber swung in the heat of an argument at another human being, especially by one who feels that his own safety is threatened; therefore insured's argument that he was acting in self defense and is covered under the liability policy is without merit).

Contrary to what Marshall asserts, the majority of jurisdictions in the United States, as well as this Court in Landis, have established that the specific intent to commit harm is not required by the intentional acts exclusion to preclude coverage. Therefore, where the insured acted intentionally, whether or not in self defense these intentional acts are properly excluded by the express language of the insurance policy. The Record has established in the present case that the insured admittedly acted intentionally and did in fact among other things intend to strike Bailey and is precluded from a defense and coverage under the express language of his insurance policy with State Farm. State Farm agrees completely with Marshall's statement that it is incredulous to even consider that a tortfeasor would seek to have an insurance company indemnify his actions, as if an individual were to be permitted to run rampant with impunity knowing that the resources of such a

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company would be there to back him up (Brief of Respondent, Page 7). But in fact this is exactly what happened below, when Marshall sought to use the resources of State Farm to defend him and indemnify him for his intentional assault and battery on Bailey, which assault and battery was not the reasonable use of force to prevent imminent death or great bodily harm to himself (A 1). Contrary to what Marshall asserts, caselaw has established that there are numerous persons who perpetrate intentional torts who possess insurance and who claim that there intentional act was in self defense, or to prevent harm to a third party or some other similar artifice to escape liability. This Court has just recently affirmed the public policy of the State of Florida that there be no insurance coverage for intentional acts, "all intentional acts are properly excluded by the express language of the homeowner's policy". Landis, supra. It is respectfully submitted that consistent with this Court's opinion in Landis, the Marshall decision must be quashed, the Clemmons decision approved and a Judgment entered for State Farm.

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CONCLUSION

The Summary Judgment finding that the insured's intentional act fell within the intentional acts exclusion of State Farm's policy correctly entered as a matter of law and must be reinstated; as it was substantiated by the undisputed facts in the Record before the trial court and the decision in Clemmons should be upheld and the opinion below quashed.

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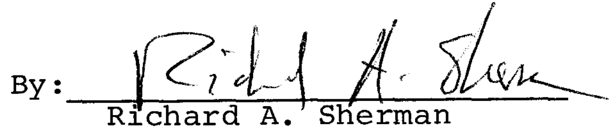
By: 
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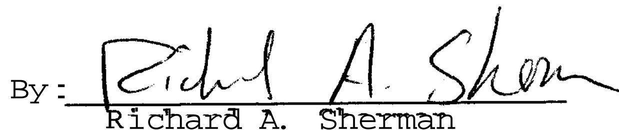
By: 
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