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Minn. Stat. § 480A.08, subd. 3 (2008).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A08-1741**

William Trombley,
as General Guardian and Conservator
of the Estate of Christopher A. Trombley,
Plaintiff,

vs.

Jeremiah Vernon Stackhouse, et al.,
Defendants,

and

State Auto Property and Casualty Company,
Appellant,

vs.

Allison Brooke Lundgren-Abid, et al.,
Defendants,

William Trombley,
as General Guardian and Conservator
of the Estate of Christopher A. Trombley,
Respondent.

**Filed June 9, 2009
Affirmed
Klaphake, Judge**

Hennepin County District Court
File Nos. 27-CV-07-3859, 27-CV-07-25398

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Considered and decided by Klaphake, Presiding Judge; Hudson, Judge; and Harten, Judge.*

UNPUBLISHED OPINION

KLAPHAKE, Judge

In this declaratory judgment, appellant State Auto Property and Casualty Company (State Auto) challenges the district court's order granting summary judgment to respondent William Trombley, general guardian and conservator of the estate of Christopher A. Trombley. State Auto argues that the court erred by concluding that its insured, Allison Brooke Lundgren-Abid, personally owned a vehicle in joint ownership with her business, thereby triggering coverage under her personal policy with State Auto. State Auto further asserts that genuine issues of material fact remain that preclude summary judgment.

Because the certificate of title conclusively shows that Lundgren-Abid personally owned the vehicle jointly with her business and because the district court did not err by granting summary judgment based on the facts stipulated to by the parties, we affirm.

FACTS

Respondent is the guardian and conservator of the estate of Christopher A. Trombley. On January 21, 2006, Christopher Trombley was a passenger in a Saturn car

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

driven by Jeremiah Stackhouse, and was badly injured as the result of a motor vehicle accident.

Stackhouse was an employee of the Q Group, Inc., an S-corporation owned by Lundgren-Abid. Lundgren-Abid purchased the Saturn for use by the Q Group in its business; Stackhouse used the car for work purposes and was permitted to drive the car home after work. He was not given permission to use the car for personal business or pleasure, but at the time of the accident, he and Trombley were returning from a bar. The Saturn was insured by the Q Group through a policy issued by the Hartford Insurance Company.

Lundgren-Abid had personal automobile insurance, including an umbrella policy, through State Auto. This policy did not identify the Saturn as an insured vehicle, but the umbrella policy provided coverage for any additional vehicles purchased by Lundgren-Abid, so long as she carried both an automobile policy and a homeowner's policy through State Auto.

The Hartford and Trombley's UIM insurer both paid the maximum under their respective policies, leaving in excess of \$1,000,000 in claims uncovered. Respondent sought coverage from Lundgren-Abid's State Auto policy. State Auto began this declaratory judgment action to contest its obligation to indemnify Lundgren-Abid, arguing that the Q Group, and not Lundgren-Abid, was the sole owner of the Saturn. At issue is whether the Saturn's certificate of title showed Lundgren-Abid and the Q Group as joint owners or the Q Group as sole owner, with Lundgren-Abid signing in her corporate capacity.

Lundgren-Abid was the sole shareholder and officer of Q Group. She purchased the Saturn on August 7, 2004, using a Q Group check. She drove the Saturn only one time: from the dealership to a Q Group store in Maple Grove. The certificate of title listed the Maple Grove store address as the owner's address. The purchase agreement showed Lundgren-Abid and the Q Group as co-buyers. It is signed by Lundgren-Abid with no designation of corporate title. The title application lists Lundgren-Abid as purchaser and the Q Group as an additional purchaser. It is signed by Lundgren-Abid without a designation of corporate title. Lundgren-Abid signed the warranty document personally. Lundgren-Abid signed the Guarantee as "customer," and the odometer record without a corporate title.

In support of the cross-motions for summary judgment in this action, the parties stipulated to narrow the issue before the court to whether Lundgren-Abid had "a personal ownership interest in the Saturn" and agreed that "this issue can be tried to the Court on cross-motions for summary judgment."

The district court concluded that Lundgren-Abid "was a personal co-owner of the Saturn vehicle at issue in this case, together with The Q Group, Inc. as the other co-owner" and ordered judgment in favor of respondent. This appeal followed.

DECISION

Standard of Review

Summary judgment must be granted if, based on the entire record before the district court, there are no genuine issues of material fact and either party is entitled to judgment as a matter of law. Minn. R. Civ. P. 56.03. The district court is not permitted

to weigh evidence or find facts on a motion for summary judgment. *Zander v. State*, 703 N.W.2d 845, 856 (Minn. App. 2005). At the same time, the court need not ignore its conclusion that evidence presented has no probative value. *Id.* On review, this court determines whether there are any genuine issues of material fact and whether the district court erred in its application of the law. *State by Cooper v. French*, 460 N.W.2d 2, 4 (Minn. 1990). When the district court grants summary judgment based on the application of a statute to undisputed facts, this court conducts a de novo review of the resultant legal conclusion. *Lefto v. Hoggsbreath Enters., Inc.*, 581 N.W.2d 855, 856 (Minn. 1998).

Certificate of Title

“A certificate of title issued by [the registrar of motor vehicles] is prima facie evidence of the facts appearing on it.” Minn. Stat. § 168A.05, subd. 6 (2004). Although the words “prima facie” seem to indicate that the certificate of title evidence is rebuttable, this is more narrowly circumscribed by case law.

Generally, evidence to rebut the certificate of title ownership may be offered only when a seller-transferor has failed to comply with the transfer responsibilities under Minn. Stat. § 168A.10 (2004) *and* seeks to avoid liability under the Safety Responsibility Act, Minn. Stat. § 170.54 (2004) (deeming person driving motor vehicle with permission of owner to be agent of owner) or to determine rights and responsibilities relating to uninsured motorist coverage. *American Nat’l Gen. Ins. Co. v. Solum*, 641 N.W.2d 891, 899 (Minn. 2002).

In *Solum*, the insureds disputed the validity of the title, seeking to present extrinsic evidence that although their son had transferred title to them, in actual fact he had

continued to use, maintain, and drive the car, and thus was the owner of the car. *Id.* at 894. The supreme court rejected this attack on the record title, stating that “the presumption of ownership established by the certificate of title, that 30 years ago was generally rebuttable, became for the most part conclusive [under the 1971 Motor Vehicles Act].” *Id.* at 899. Further, the court stated that “compliance with the transfer provisions of section 168A.10 . . . established a conclusive presumption of ownership in . . . the individual named on the vehicle’s certificate of title.” *Id.* at 900. The limited exception to this rule is as stated above: extrinsic evidence is acceptable when the seller-transferor has failed to complete a transfer and is seeking to avoid liability under chapters 170 or 65B. *Id.* at 899; *see also Auto-Owners Ins. Co. v. Forstrom*, 684 N.W.2d 494, 498 (Minn. 2004) (requiring both noncompliance with transfer of title provisions and effort to determine rights and responsibilities relating to uninsured motorist coverage or Safety Responsibility Act, before accepting extrinsic evidence of ownership).

Here, the seller-transferor completed the necessary steps to transfer title: title was recorded in Lundgren-Abid’s name as owner and in the Q Group as joint owner. This is conclusive evidence of ownership. This conclusion is further supported by the extrinsic evidence stipulated to by the parties and considered by the district court: Lundgren-Abid is listed as purchaser, in her personal capacity, on the purchase agreement, the title application, the warranty documents, and the odometer disclosure.

State Auto argues that because the title has the Q Group’s address rather than Lundgren-Abid’s home address, it conclusively shows that the Q Group owned the

Saturn. In support of its argument, State Auto notes that Minn. Stat. § 168A.05, subd. 3(2004), requires the name, birth date, and address of a natural owner.

At the time Lundgren-Abid purchased the Saturn, the statute required only “the . . . addresses of all owners who are natural persons.” Minn. Stat. 168A.05, subd. 3. The statute does not define “address.” The intent of the Motor Vehicle Act was “to provide a single filing system of vehicle registration on which all parties could rely for determining who was the owner of a motor vehicle.” *Solum*, 641 N.W.2d at 899. Presumably, this intent could be fulfilled by use of an address identified with the owner, including, as here, the business address of an S-corporation solely owned by Lundgren-Abid.

State Auto asserts that its argument is further buttressed by 2008 Minn. Laws ch. 287, art. 1, § 26 at 899, which amended Minn. Stat. § 168A.05, subd. 3, to require the residence address of the first listed owner if that owner is a natural person. But when the legislature amends a statute, it is presumed that it intended to make some change to the existing law. *Shannon Sales Co. v. Williams*, 490 N.W.2d 436, 440 (Minn. App. 1992). The change from “address” to “residence address” makes the registration requirement much more specific, suggesting that the prior law was either ambiguous in its requirement or did not specifically mandate use of a residence address for natural owners.

The district court’s determination that the certificate of title conclusively proves that Lundgren-Abid personally owned the Saturn in joint ownership with the Q Group is supported by the evidence and not erroneous.

Genuine Issues of Material Fact

State Auto argues that summary judgment was not appropriate because the district court impermissibly weighed the evidence by failing to consider all the extrinsic evidence, thus ignoring genuine issues of material fact.

The parties signed a stipulation setting forth the basic facts and agreeing that the “sole remaining issue to be decided by the Court is whether or not [Lundgren-Abid] had a personal ownership interest in the Saturn. The parties agreed that this issue can be tried to the Court on cross-motions for summary judgment.” In their motion papers, the parties included both documentary evidence and deposition transcripts.

Appellant asserts that the court both improperly weighed evidence and failed to consider additional material facts by limiting itself to review of the documents of title. But the court concluded it had been asked to make a legal determination of a single issue: based on the material presented to the court, whether Lundgren-Abid was a joint owner of the Saturn. To make this determination, the court decided that Minn. Stat. § 168A.05, subd. 6 (2004) precluded it from considering evidence extrinsic to the facts appearing in the certificate of title. The court was provided with all the extrinsic evidence that appellant now contends it should consider; the court made a deliberate legal determination that this additional evidence should not be considered because “the purchase-related documents provide overwhelmingly conclusive proof of ownership” and none of the purchase- or title-related documents identify Lundgren-Abid as anything but a personal owner of the Saturn.

In the particular circumstances of this case, where the parties presented all the evidence they would have presented at trial, stipulated that there was only a single narrow issue for the court's determination, and asked that the issue be "tried to the Court on cross-motions for summary judgment," it was not improper for the court to order summary judgment.

The district court properly applied the law and its conclusion that Lundgren-Abid and the Q Group were joint owners of the Saturn is supported by the evidence. The district court did not err by granting summary judgment.

Affirmed.