IN THE INDIANA COURT OF APPEALS
and
THE INDIANA SUPREME COURT

CAUSE NO. 22A-CT-01897

CHRISTINE COSME and ROY COSME Appellants-Plaintiffs, v. DEBORAH A. WARFIELD CLARK, DAN CHURILLA d/b/a CHURILLA INSURANCE, and ERIE INSURANCE EXCHANGE, Appellees-Defendants.	)	Appeal from the Lake Superior Court The Honorable John M. Sedia, Judge Trial Court Cause No. 45D01-1803-CT-00039

APPELLEE-DEFENDANT DAN CHURILLA d/b/a CHURILLA INSURANCE'S BRIEF IN RESPONSE TO PETITION TO TRANSFER

Respectfully submitted,

/s/ *Trevor W. Wells*

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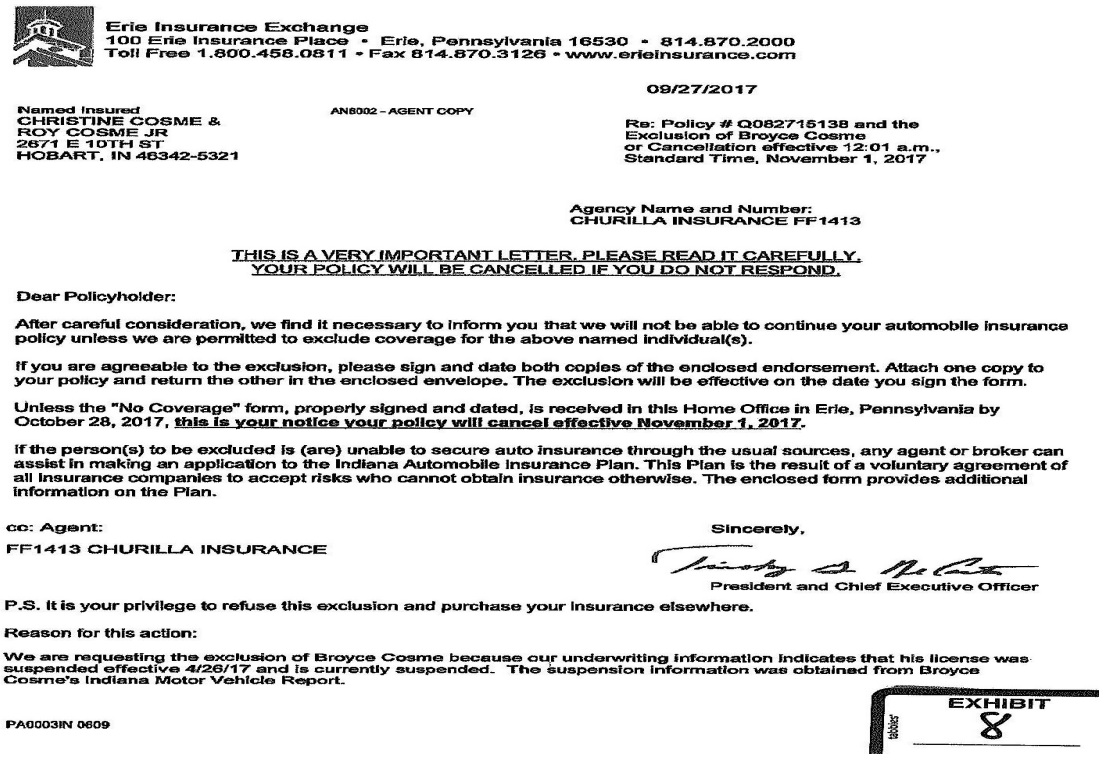
I. BACKGROUND AND PRIOR TREATMENT OF ISSUES ON TRANSFER[1]

In the first week of October, 2017, Appellants-Plaintiffs Christine and Roy Cosme ("the Cosmes") received correspondence dated September 27, 2017 from Appellee-Defendant Erie Insurance Exchange ("Erie Insurance") informing them that their automobile insurance policy would be cancelled effective November 1, 2017 unless they agreed to exclude coverage for their son, Broyce Cosme, whose license had been suspended months earlier:



Erie Insurance Exchange
100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll Free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

09/27/2017

Named Insured
CHRISTINE COSME &
ROY COSME JR
2671 E 10TH ST
HOBART, IN 46342-5321

AN6002 - AGENT COPY

Re: Policy # Q082715138 and the
Exclusion of Broyce Cosme
or Cancellation effective 12:01 a.m.,
Standard Time, November 1, 2017

Agency Name and Number:
CHURILLA INSURANCE FF1413

THIS IS A VERY IMPORTANT LETTER. PLEASE READ IT CAREFULLY.
YOUR POLICY WILL BE CANCELLED IF YOU DO NOT RESPOND.

Dear Policyholder:

After careful consideration, we find it necessary to inform you that we will not be able to continue your automobile insurance policy unless we are permitted to exclude coverage for the above named individual(s).

If you are agreeable to the exclusion, please sign and date both copies of the enclosed endorsement. Attach one copy to your policy and return the other in the enclosed envelope. The exclusion will be effective on the date you sign the form.

Unless the "No Coverage" form, properly signed and dated, is received in this Home Office in Erie, Pennsylvania by October 28, 2017, this is your notice your policy will cancel effective November 1, 2017.

If the person(s) to be excluded is (are) unable to secure auto insurance through the usual sources, any agent or broker can assist in making an application to the Indiana Automobile Insurance Plan. This Plan is the result of a voluntary agreement of all insurance companies to accept risks who cannot obtain insurance otherwise. The enclosed form provides additional information on the Plan.

cc: Agent:
FF1413 CHURILLA INSURANCE

Sincerely,

President and Chief Executive Officer

P.S. It is your privilege to refuse this exclusion and purchase your insurance elsewhere.

Reason for this action:

We are requesting the exclusion of Broyce Cosme because our underwriting information indicates that his license was suspended effective 4/26/17 and is currently suspended. The suspension information was obtained from Broyce Cosme's Indiana Motor Vehicle Report.

PA0003IN 0609

EXHIBIT 8

After reading the letter – the face of which referenced the imminent cancellation of the Cosmes' automobile insurance policy no fewer than three times – Roy Cosme was

well-aware that this was a "major issue." The Cosmes, however, ultimately did not return the signed exclusion form before the cancellation date and, consequently, Erie Insurance cancelled the policy effective 12:01 a.m. on November 1, 2017.

The Cosmes lay blame for the cancellation – and an uninsured loss that occurred because of a motor-vehicle accident that occurred a few days after the policy was cancelled – on Appellee-Defendant Dan Churilla d/b/a Churilla Insurance ("Churilla Insurance"), through which the Cosmes had transferred their personal-line property and casualty insurance policies to Erie Insurance. Between the date that Erie Insurance issued of their initial policy and their receipt of the September 27, 2017 correspondence, the Cosmes had had little-to-no contact or communications with Churilla Insurance; the only such contact might have been a call in the summer of 2016 about removing from the policy a vehicle that the Cosmes had sold a month or so earlier.

On October 26, 2017 – approximately three weeks after receiving the correspondence from Erie Insurance and less than 48 hours before the cancellation date identified in that letter – Roy Cosme contacted Churilla Insurance for the first time ever – about this issue or any other. In fact, however, Roy Cosme did not actually pick up the phone and call Churilla Insurance; instead, he called the customer service number for Erie Insurance and was subsequently transferred to Churilla Insurance, where he spoke with customer-service representative Janine Aguilar.

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[1] Per Ind. Appellate Rule 5(G)(3), *see also Brief of Appellee Dan Churilla d/b/a Churilla Insurance.*

There are discrepancies between Roy Cosme's and Janine Aguilar's trial testimonies (or at least the selected portions of the now-deceased Ms. Aguilar's videotaped discovery-deposition testimony that the Cosmes played for the jury during their case-in-chief) about some aspects of what the two of them discussed during that October 26, 2017 telephone call. There is no dispute, however, that, at the very beginning of that call, Ms. Aguilar recommended to Roy Cosme that the Cosmes should sign the exclusion form and then subsequently work on resolving Broyce Cosme's license status and seeing about getting him reinstated on the policy. And there is also no dispute that the same afternoon, Ms. Aguilar sent an email to the Erie Insurance underwriter assigned to assist Churilla Insurance in which she described the substance of her conversation with Roy Cosme and pleaded the Cosmes' case with underwriting:

From: Janine Aguilar [mailto:janine.churillainsurance@outlook.com]
Sent: Thursday, October 26, 2017 4:59 PM
To: Malena, Megan
Cc: FF1413
Subject: Fw: Q32 2751098 CHRISTINE COSME 2nd REQ D 10/30

Hi Megan,

Roy Cosme called in today to say the Broyce's suspension was an error. He was in the back seat of a car where the driver had an incident and the police report was wrong. The suspension has been reversed and they are reimbursing him his money. His license should now show valid.

Please let me know that the policy will not be cancelled on November 1st.

Thanks,

EXHIBIT 16

After the underwriter responded the following day that the Indiana BMV records still showed Broyce Cosme's license as being suspended, Ms. Aguilar contacted Roy Cosme seeking documentation – exactly what she requested is another topic of dispute – but did not

receive anything that day because Broyce Cosme made a mistake when typing her email address and did not discover that the email he had sent/forwarded to Ms. Aguilar on October 27, 2017 had bounced back because he did not regularly check his email and had thousands of unread emails.

Nor is there any dispute that, on the afternoon of October 31, 2017, after Ms. Aguilar received the underwriter's final response, which indicated that only a signed exclusion would prevent cancellation, she attempted to get that information to the Cosmes by calling and leaving voice mail messages for both Roy Cosme and Broyce Cosme – the only Cosmes with whom she had communicated on this issue – and sending an email to Broyce Cosme – the only Cosme with whom she had exchanged email correspondence regarding this issue. Unfortunately, however, neither Roy Cosme nor Broyce Cosme received and/or reviewed any of those communications that afternoon or evening; Broyce simply did not review them and Roy testified that it was not until he rebooted his phone several days later, after receiving correspondence confirming the cancellation of their insurance, that the voicemail appeared on his older-model iPhone.

The Cosmes originally filed this lawsuit in March, 2018. Following subsequent amendments to the Cosmes' pleading seeking relief, and other refinements of the parties' respective positions, the cause was tried before a jury in Hammond, Indiana in mid-June 2022. At the close of the Cosmes' case-in-chief, both Churilla Insurance and Erie Insurance orally moved the Court to enter judgments on the evidence in their favor pursuant to Trial Rule 50(A). The Court granted those oral motions and subsequently entered a written order

that identified the controlling precedent and standards governing Rule 50(A) determinations and then detailed the substantive grounds for its ruling:

> The evidence presented by the Cosmes[] in their case fails both quantitatively and qualitatively. Erie did not breach its contract of insurance with the Cosmes and neither Erie nor Churilla breached their duties of good faith and fair dealing. Erie sent a notice to the Cosmes that their insurance policy would be cancelled thirty dates after the date of the notice if Broyce Cosme were not removed from the policy as an insured driver. Roy Cosme did not wish to do so. He wanted to expunge Broyce Cosme's false suspended license, the reason given for the notice, to prevent him from losing coverage. Churilla advised him that the only sure way to insure no cancellation of the policy was to remove Broyce from the policy and work on reinstating him or obtaining other insurance for him later. The Cosmes had ample time to do so. They chose not to do so. The policy was cancelled and no coverage was afforded for the wreck with the uninsured motorist Warfield Clark. Although Churilla continued to work with them to prevent the cancellation and, even after cancellation, lobbied for coverage with Erie to cover the Warfield Clark wreck, their efforts to prevent the cancellation and cover the wreck were unsuccessful. Erie, on their part, never wavered from their position that the Cosmes had to remove Broyce as an insured driver in order to avoid cancellation. The policy game them the right to do so based upon the information in their possession.
> . . . .
> In a nutshell, according to the testimony of Roy Cosme, the Cosmes received the thirty-day notice, they contacted Erie, Erie referred them to their agent, Churilla, whose employee, Janine Aguilar, advised him that to avoid cancellation of the policy, he needed to execute the form removing Broyce as a driver under the policy. This fulfilled Churilla's duty . . . . The Cosmes chose not to do so. This decision, notwithstanding what Churilla or Erie did or did not do or what the Cosmes' expert opined as to what they should have done or should not have done, brought about all the troubles that flowed from the unanticipated wreck with the uninsured Warfield Clark.

The Cosmes then filed a timely *Motion to Correct Error and Demand for New Trial*,

Appellee-Defendant Churilla's Brief in Response to Petition to Transfer

to which Appellee Churilla responded in writing. On August 1, 2022, the Lake Superior Court denied the Appellees' Rule 59 motion, stating:

> The Court remains unpersuaded that any of the evidence presented at trial would allow reasonable people to differ that the choice by the Plaintiff, Roy Cosme, not to remove Broyce Cosme as a driver under the policy to avoid cancellation of the policy after being timely advised to do so obviated all claims for damages under any theory of recovery against Churilla and Erie.

The Cosmes then pursued a direct appeal. The Court of Appeals panel unanimously affirmed in a 23-page memorandum opinion authored by Judge Bradford, which reasoned:

> . . . In this case, the evidence presented in the Cosmes' case-in-chief supported only one reasonable conclusion, *i.e.*, that Churilla exercised reasonable care, skill, and good faith diligence in its interactions with the Cosmes.
>
> Churilla initially aided the Cosmes in obtaining the Policy, which was successfully renewed after the first year. After Malena discovered that Broyce's driver's license was suspended, Aguilar worked as a go-between for the Cosmes and Erie and attempted to convince Erie to refrain from cancelling the Policy. Although Aguilar clearly and repeatedly recommended that the Cosmes should sign the Exclusion Form and then subsequently work to get Broyce re-added to the Policy, she nevertheless worked up until the cancellation on the Cosmes' behalf to try and convince Erie to refrain from canceling the policy. The fact that her attempts were ultimately unsuccessful, without more, is not enough to support a reasonable inference that Aguilar failed to exercise reasonable care, skill, or good faith diligence on behalf of the Cosmes. In the days leading up to the cancellation, Aguilar communicated or at least attempted to communicate with the Cosmes on numerous occasions. Even on the day before the Policy was to be canceled, Aguilar made multiple attempts to reach the Cosmes and Broyce to inform them that the Policy would, in fact, be canceled if the Cosmes did not sign the Exclusion Form by midnight.
>
> The entirety of the evidence supports the trial court's determination that Churilla advised the Cosmes that the only

> sure way to ensure "no cancellation of the policy was to remove Broyce from the policy." We agree with the trial court that the under the circumstances, this recommendation satisfied the duty owed to the Cosmes by Churlla. Even if the Cosmes had sufficiently argued that Churilla assumed a special duty to them by counseling them on what they should do, the evidence overwhelmingly indicates that Churilla satisfied this special duty by clearly and repeatedly counseling them that the only way to avoid cancellation of the Policy was to sign the Exclusion Form. The fact that the Cosmes chose not to do so does not create a reasonable inference of fault by Churilla. The record clearly and overwhelmingly demonstrates that the Cosmes' complained of injury did not result from any act of Churilla but rather by their own choice to reject Churilla's advice. It is unclear from the Cosmes' arguments on appeal what more Churilla could have reasonable done for them under the circumstances. As such, based on the record before us, we cannot say that the trial court abused its discretion in finding that the Cosmes failed to present sufficient evidence to qualitatively prove their claim against Churilla.

COA Slip Op. at 13-15 (¶¶ 19-21) (emphasis added).

The Cosmes then filed a timely petition for rehearing in which they essentially re-argued the issue of whether they had presented sufficient evidence to overcome judgment on the evidence. On May 22, 2023, the Court of Appeals entered a memorandum decision in which they granted the petition "for the limited purpose of correcting" a minor factual error in the original opinion regarding "the date on which Broyce's driver's license was reinstated[,]" but otherwise "affirm[ed] [its] initial memorandum decision in all other respects.

Clearly leaving no stone unturned, the Cosmes now seek further appellate review from Indiana's court of last resort via this *Petition to Transfer*.

II. ARGUMENT

Contrary to the Cosmes' contention, the fact that all the judges who have looked at this case have resolved the dispositive issues against the Cosmes' position and have found the Cosmes' evidence qualitatively insufficient to warrant a jury's resolution does not mean that Indiana jurisprudence has been ignored or adversely affected. The Court of Appeals correctly affirmed Lake Superior Court Judge Sedia's June 15, 2022 *Order Granting Motions for Judgment on the Evidence* and August 1, 2022 *Order Denying Motion to Correct Error and Demand for New Trial* after the judges at both levels correctly appraised and evaluated the evidence and the parties' arguments under the controlling decisional precedents, including the very same decisional precedents that the Cosmes now assert have been disregarded and/or upended. In other words, both the trial court and the Court of Appeals got this one right. All of the arguments raised and authorities cited in the Cosmes' *Petition to Transfer* were previously cited to the courts below, who simply – and correctly – found them, and the Cosmes' arguments, unpersuasive in their application to this case.

In relevant part, Rule 50(A) reads:

> **Judgment on the Evidence – How Raised – Effect**. Where all or some of the issues in a case tried before a jury or an advisory panel are not supported by sufficient evidence or a verdict thereon is clearly erroneous as contrary to the evidence because the evidence is insufficient to support it, the court shall withdraw such issues from the jury and enter judgment thereon or shall enter judgment thereon notwithstanding a verdict. A party may move for such judgment on the evidence: (1) after another party carrying the burden of proof or of going forward with the evidence upon one or more issues has completed presentation of his evidence thereon . . . .

Ind. Trial Rule 50(A).

Notwithstanding that fully half of the Cosmes' questions presented on transfer reference *Hughley v. State*, 15 N.E.3d 1000 (Ind. 2014) – an often-cited recent seminal ***summary-judgment*** decision – Indiana trial courts' Rule-50(A)-stage sufficiency-of-the-evidence determinations are both procedurally and analytically distinct from their Rule-56/summary-judgment-stage determinations. *See Think Tank Software Dev. Corp. v. Cheste, Inc.*, 30 N.E.3d 738, 745 (Ind. Ct. App. 2015) ("[T]he procedural standards for summary judgment and judgment on the evidence are fundamentally different."). *See Purcell v. Old Nat'l Bank*, 972 N.E.2d 835, 841 (Ind. 2012) ("Unlike a motion for summary judgment under Rule 56, the sufficiency test of Rule 50(A) is not merely whether a conflict of evidence may exist, but rather whether there exists probative evidence , substantial enough to create a reasonable inference that the non-movant has met his burden." (emphasis added)).

This Court has characterized a plaintiff's burden at the Rule-50(A) stage as "higher . . . than at the summary judgment stage." *Denman v. St. Vincent Med. Group, Inc.*, 176 N.E.3d 480, 492 n.5 (Ind. Ct. App. 2021). *Cf. Think Tank*, 30 N.E.3d at 746 ("Therefore, the same evidence that allowed Think Tank to defeat a summary judgment motion could be insufficient to overcome a motion for directed verdict. Thus, Think Tank cannot argue that . . . it has also automatically defeated a motion for directed verdict.").

> The purpose of a party's motion for judgment on the evidence under Rule 50(A) is to test the sufficiency of the evidence presented by the non-movant.
>
> In *American Optical* [*v. Wiedenhamer,* 457 N.E.2d 181 (Ind. 1983)], this Court articulated the means by which a trial court may determine whether evidence is "sufficient" to survive a

> motion for judgment on the evidence. In that case, this Court stated that determining whether evidence was sufficient "requires both a quantitative and a qualitative analysis." Evidence fails quantitatively only if it is wholly absent; that is, only if there is no evidence to support the conclusion. If some evidence exists, a court must then proceed to the qualitative analysis to determine whether the evidence is substantial enough to support a reasonable inference in favor of the non-moving party.
>
> "Qualitatively, . . . [evidence] fails when it cannot be said, with reason, that the intended inference may logically be drawn therefrom; and this may occur either because of an absence of credibility of a witness or because the intended inference cannot be drawn therefrom without undue speculation." The use of such words as "substantial" and "probative" are useful in determining whether evidence is sufficient under the qualitative analysis. Ultimately, the sufficiency analysis comes down to one word: "reasonable."
>
> By its express language, Rule 50 acknowledges that a party must do more than simply present *some* evidence; in addition that evidence must also be *sufficient* evidence. . . .The crux of the qualitative failure analysis under Rule 50(A) is "whether the inference the burdened party's allegation are true may be drawn without undue speculation."

Purcell v. Old Nat'l Bank, 972 N.E.2d 835, 839-41 (Ind. 2012) (emphasis added and citations omitted). *See also American Optical*, 457 N.E.2d at 184 (opining that value-laden words like "substantial" and "probative" "are useful in articulating the methodology, because they focus our attention upon the qualitative aspects of the issue and succor objectivity where subjectivity is wont to go."). *See also id.* (characterizing the purpose of the qualitative analysis as "determining whether or not it can be said, with reason, that [the purpose for which the evidence was proffered] was thereby fulfilled. If opposite conclusions could, with reason, be drawn, then it cannot be said that the evidence was insufficient." (emphasis added)).

As such, when "the plaintiff fails to present sufficient, probative evidence as to a

necessary element of a claim, the trial judge is within his or her discretion to issue judgment on the evidence pursuant to Rule 50(A)," and, in so doing, "helps to ensure the proper administration of our laws with the added benefit of preserving judicial economy." *Purcell*, 972 N.E.2d at 842. In other words, trial courts' entry of directed verdicts when plaintiffs complete their proof during their cases in chief without introducing sufficient evidence is a *designed feature* of the civil-justice system, not an impediment to plaintiffs' access to the courts or entitlement to a jury trial.

The Lake Superior Court entered judgment on the evidence for Churilla Insurance because it accurately perceived the evidence as both quantitatively and qualitatively insufficient to support a conclusion that any wrongdoing by Churilla Insurance was the proximate cause of the Cosmes' woes – an "essential element" of all the Cosmes' claims and thus an entirely independent and sufficient basis for a Rule 50(A) adjudication. *See Drendall Law Office, P.C. v. Mundia*, 136 N.E.3d 293, 305-08 (Ind. Ct. App. 2019). The trial court's original, June 15, 2022 *Order* plainly assumed, presumably ad arguendo, that the Cosmes' evidence would have permitted some finding of fault and concluded that it was the Cosmes' choice to ignore Ms. Aguilar's recommendation to execute the exclusion that "brought about all the troubles that flowed from" subsequent events "notwithstanding what Churilla or Erie did or did not do or what the Cosmes' expert opined as to what they should have done or should not have done." When it subsequently denied the Cosmes' *Motion to Correct Error*, the trial court again explained that it had entered judgment on the evidence because reasonable people could not disagree that Appellant Roy Cosme's "choice . . . not to remove Broyce Cosme

as a driver under the policy to avoid cancellation of the policy after being timely advised to do so obviated all claims for damages under any theory of recovery against Churilla and Erie." In other words, the trial court's rationale for entering judgment has not changed since the afternoon of the third day of trial; the evidence the Cosmes introduced during their case in chief, would not support any non-speculative proximate-cause finding favorable to them.

The Court of Appeals correctly reviewed the trial court's decision for abuse-of-discretion. It cited Trial Rule 50(A) and both *Drendall Law Office, P.C.* and *Purcell* and evaluated the Lake Superior Court's determination utilizing the combined-quantitative-and-qualitative analysis from those decisions. And, even without reaching the alternative arguments that Churilla Insurance raised in defense of the trial court's judgment, it concluded that the trial court had properly exercised its discretion.

Despite the Cosmes' rhetoric presumably calculated to thread the needle of one or more of Appellate Rule 57(H)'s "principal considerations governing [this] Court's decision whether to grant transfer[,]" the Cosmes' arguments imploring this Court to "clarify[ ]" the longstanding Rule 50(A) precedents boil down to a request that this Court grant transfer to revisit the goalposts established in *Purcell* and to engraft *Hughley*-like policy language onto those determinations. But the Cosmes' underlying assumption that trial courts' Rule 56 and Rule 50(A) determinations should be treated substantially identically is plainly an apples-to-oranges categorization error on the Cosmes' part – if for no other reason than that the existing decisional precedent acknowledges that a plaintiff's burden at the directed-verdict/Rule 50(A) stage is *greater than* at the summary-judgment/Rule 56 stage. It

should, therefore, be readily apparent why there are no opinions that import *Hughley* in the Rule 50(A) context.

Stated otherwise, both the Lake Superior Court and the Court of Appeals utilized the correct Rule 50(A) yardstick. The Cosmes simply disagree with the determination, by all the judges who have reviewed this case, that the Cosmes' cause of action came up short when measured against that yardstick. The Cosmes assert that the jury should have evaluated some of their claims against Churilla Insurance (it appears they have collapsed to their negligence claim), *i.e.*, that although they actually received the proverbial "day in Court" that they were afforded by *Hughley*'s thumb on marginal cases' side of the scale, the case should have been allowed to proceed to a jury verdict. The Cosmes' erroneous belief that the trial court prematurely terminated this litigation, however, provides no normative support for their contention that this Court should grant transfer and entirely reboot the decisional precedent governing Rule 50(A) determinations just to vindicate their position. The Court of Appeals correctly resolved this appeal under the controlling precedent(s), and a contrary result in the Cosmes' favor would require nothing short of an upending of existing law and would, contrary to all the governing precedents, treat Rule 50(A) determinations identically to summary-judgment rulings.

III. CONCLUSION

For the foregoing reasons as well as those discussed in his previous Brief to the Court of Appeals, Appellee-Defendant Churilla respectfully requests that this Court DENY this *Petition to Transfer*.

Respectfully submitted,

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WORD-COUNT CERTIFICATE

I verify that this Brief contains fewer than 4,200 words.

/s/ *Trevor W. Wells*
Trevor W. Wells (#31156-64)

CERTIFICATE OF SERVICE

Pursuant to App. R. 24(D), I certify that on July 11, 2023, I electronically filed this *Brief in Response to Petition to Transfer* with the Clerk of Court via the Indiana E-File System ("IEFS")/DoxPop, and thereby served a true and complete copy of it upon the following registered user counsel and upon the unrepresented party by First-Class U.S. Mail, postage-prepaid, as indicated:

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