MISSOURI COURT OF APPEALS EASTERN DISTRICT
OPINION SUMMARY

JESSICA STACY AND BRIAN STACY,	)	No. ED108576
	)	
Respondents,	)	Appeal from the Circuit Court
	)	of St. Louis County
vs.	)	
	)	Honorable Nancy Watkins
THE BAR PLAN MUTUAL INSURANCE COMPANY,	)	McLaughlin
	)	
Appellant.	)	FILED: January 26, 2021

The Bar Plan Mutual Insurance Company ("The Bar Plan") appeals from the trial court's grant of summary judgment to Jessica Stacy and Brian Stacy (collectively, the "Stacys") on their equitable-garnishment action.

The Bar Plan raises four points on appeal challenging the trial court's judgment finding that The Bar Plan breached its insurance policy (the "Policy") and is liable for the Stacys' underlying judgment against their former attorney Jeffrey Witt ("Witt") pursuant to a Section 537.065 settlement agreement (the "Section 537 Agreement").

In Point One, The Bar Plan challenges the trial court's finding that the Stacys' demands against Witt constituted multiple claims under the Policy, thereby allowing a multiple-limit recovery under the Policy. The Bar Plan reasons that the limits-of-liability provision of the Policy (the "Limits of Liability") clearly provides that two or more demands arising out of a series of related acts or omissions shall be treated as a single claim, thereby limiting the Stacys' maximum recovery under the Policy to a single claim. Relatedly, Point Two argues the trial court erred in finding The Bar Plan breached the Policy when it informed the Stacys of its position that the Stacys' legal malpractice claims against their attorney constituted a single claim under the Limits of Liability in the Policy. Point Three alleges the trial court erred in finding The Bar Plan was bound by the underlying judgment because The Bar Plan's alleged breach of the Policy had no effect on Witt's defense of the malpractice action. In particular, The Bar Plan suggests that because the Stacys were willing to settle all of their claims against Witt within the Limits of Liability for a single claim, The Bar Plan's single-claim position did not factor into Witt's decision to settle with the Stacys. Lastly, Point Four claims insufficient evidence supports the trial court's judgment holding The Bar Plan liable for the full $450,000 of the underlying judgment because the amount of allowable coverage under the Policy was reduced by defense expenses that were not reflected in the record.

REVERSED, JUDGMENT VACATED, AND JUDGMENT ENTERED IN FAVOR OF APPELLANT.

DIVISION THREE HOLDS: Because the word "related" in the Policy's Limits of Liability is unambiguous and a reasonable attorney would understand that multiple acts of negligence in the course of representing the Stacys in their personal injury claims arising from a single motor vehicle accident are "a series of related acts or omissions," the trial court erred in finding the Stacys' demands did not constitute a single claim under the Policy. Because limits of liability are not

waivable and do not preclude defenses to coverage as a matter of law, the trial court erred in finding The Bar Plan was estopped from asserting the Policy's Limits of Liability when it informed Witt that it considered the Stacys' malpractice claims to be a single claim under the Policy. Accordingly, the trial court erred in granting summary judgment to the Stacys.

Because Witt's execution of the Section 537 Agreement with the Stacys without The Bar Plan's consent in violation of the Policy prevented The Bar Plan from controlling the litigation, The Bar Plan is not bound by the underlying judgment and is entitled to summary judgment in its favor in the equitable garnishment action. The grant of summary judgment to The Bar Plan is dispositive of the remaining points on appeal, which are therefore denied. Accordingly, the trial court's judgment is reversed, and summary judgment is granted in favor of The Bar Plan on the Stacys' equitable garnishment claim pursuant to Rule 84.14.

Opinion by: Kurt S. Odenwald, P.J.
Philip M. Hess, J., and Lisa P. Page, J., concur.

Attorney for Appellant: James C. Leritz

Attorneys for Respondents: James R. Dowd and Matthew P. O'Grady

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.