

SUPREME COURT OF THE STATE OF MONTANA

Bracken v. McDonnell Enterprises, Inc.

2014 MT 164N (Mont. 2014) · No. DA 13-0744 · Decided June 24, 2014

SUMMARY

The Montana Supreme Court reversed summary judgment for McDonnell Enterprises, Inc., holding that genuine issues of material fact existed regarding the pre-accident value of the plaintiff's vehicle and the extent of his damages after allegedly inadequate repairs. The court rejected the conclusion that Safeco's unilateral valuation and payment established both the measure and limit of the plaintiff's damages. The case was remanded for further proceedings on the negligence and Montana Consumer Protection Act claims.

CASE DETAILS

COURT	Supreme Court of the State of Montana
WRITING FOR THE COURT	Chief Justice Mike McGrath; Justice Michael E. Wheat; Justice Laurie McKinnon; Justice Beth Baker; Justice Jim Rice
JURISDICTION	Montana
DECIDED	June 24, 2014
DOCKET	DA 13-0744
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Plaintiff appealed the District Court's order granting the defendant summary judgment on negligence and Montana Consumer Protection Act claims.
STANDARD OF REVIEW	Summary judgment is reviewed under the rule that judgment is proper only when no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law; the evidence is viewed in the light most favorable to the nonmoving party.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Michael R. Bracken v. McDonnell Enterprises, Inc., d/b/a Big Sky Collision Center

TOPICS

summary judgment

negligence

damages

consumer protection

civil procedure

PRACTICE AREAS

civil procedure

negligence

consumer protection

damages

appellate procedure

QUESTIONS PRESENTED

1. Whether summary judgment was proper when the defendant relied solely on an insurer's unilateral valuation and payment to establish that the plaintiff had suffered no recoverable damages.
2. Whether the plaintiff could maintain negligence and Montana Consumer Protection Act claims despite receiving the insurer's unilateral payment.

HOLDINGS

1. Summary judgment was improper because genuine issues of material fact existed regarding the pre-accident value of Bracken's vehicle and the nature and extent of his other losses.
2. Bracken was entitled to proceed with his negligence and Montana Consumer Protection Act claims because the unresolved factual dispute concerning damages precluded summary judgment.

KEY QUOTATIONS

"The District Court incorrectly determined that Safeco's unilateral determination of the "total loss" value of Bracken's Infiniti was both the measure and limit of Bracken's damages." (¶ 9)

"Because there is a genuine issue of material fact in this case, the District Court failed to apply settled Montana law and erred in granting summary judgment to Big Sky on the negligence and Consumer Protection Act claims." (¶ 10)

FACTUAL BACKGROUND

A third party collided with Bracken's 2009 Infiniti, and Bracken took the vehicle to McDonnell Enterprises' Big Sky Collision Center for repairs. After several unsuccessful repair attempts, Safeco, the other driver's insurer, determined unilaterally that the vehicle was a total loss, assigned it a pre-accident value of \$34,860 and a salvage value of \$8,455.62, and paid Bracken the difference after he retained the vehicle. Bracken claimed additional losses, including the cost of proper repairs, replacement transportation, and the vehicle's greater value, and submitted affidavit and deposition evidence supporting those claims.

PROCEDURAL HISTORY

Bracken sued McDonnell Enterprises after repeated attempts to repair his vehicle allegedly failed, asserting negligence and violations of the Montana Consumer Protection Act. The Yellowstone County District Court concluded that insurance payments made after Safeco's unilateral valuation of the vehicle fully covered Bracken's losses and granted McDonnell summary judgment. The Montana Supreme Court reversed and remanded.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The District Court was directed to conduct further proceedings, allowing Bracken to prove the nature and extent of his claimed damages and to pursue his negligence and Montana Consumer Protection Act claims.

CASES CITED

- Thornton v. Flathead County, 2009 MT 367, ¶ 13, 353 Mont. 252, 220 P.3d 395
- Boyes v. Eddie, 1998 MT 311, ¶ 16, 292 Mont. 152, 970 P.2d 91
- Causenbury v. Mortensen, 1999 MT 221, ¶ 21, 296 Mont. 25, 987 P.2d 351
- Lee v. USAA Cas. Ins. Co., 2001 MT 59, ¶¶ 25-26, 304 Mont. 356, 22 P.3d 631

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