

Severine v J.C. Auto Repairs, Inc.

2008 NY Slip Op 30232(U)

January 24, 2008

Mount Vernon City Ct

Docket Number: 0002325/2007

Judge: Adam Seiden

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BEFORE: HON. ADAM SEIDEN
ASSOCIATE CITY JUDGE OF MOUNT VERNON

CITY COURT OF MOUNT VERNON
MOUNT VERNON : NEW YORK
-----X

JAMES SEVERINE,
Plaintiff,

-against-

DECISION AND ORDER
Docket #SC 2325-07

J.C. AUTO REPAIRS, INC. and
JOHN CASALE,
Defendants.
-----X

Plaintiff commenced this small claims action in May 2007 seeking to recover damages in the amount of \$2,000 against J.C. Auto Repairs, Inc. and John Casale for their failure to provide proper repairs to the air conditioning system in his vehicle.

Defendants contend that plaintiff's instant claim was litigated in the small claims part in Yonkers City Court in a previous action, and therefore, moves to dismiss this action based on the doctrines of res judicata and collateral estoppel. Defendant John Casale, also moves to dismiss the action against him in his individual capacity. Plaintiff opposes the motion.

In support of the motion, Defendant John Casale, President of the defendant corporation, attests that the plaintiff delivered the subject car to J.C. Auto Repairs, Inc. in Scarsdale, New York on October 21, 2004. Per Invoice No. 22873, attached to the motion as Exhibit A, the intended work to be performed was the replacement of the air conditioner compressor, et al. Defendant claims that the plaintiff filed a proceeding in Yonkers City Court in December 2006, claiming that the work performed under Invoice No. 22873 was defective. Defendant contends that the claim against the corporate

defendant was barred by reason of all warranty provisions, but nevertheless, plaintiff proceeded to take the case to trial. Defendant Casale further states that plaintiff presented his case before Judge Thomas Daly in Yonkers City Court on May 14, 2007. Defendant alleges that as it became increasingly clear to plaintiff that the Court concurred with the defense, the plaintiff made scandalous remarks about Judge Daly, which resulted in Judge Daly recusing himself from the matter. The Court adjourned the case for a trial de novo on October 2, 2007. By letter dated May 16, 2007, plaintiff requested that the case be withdrawn from Yonkers City Court. By Decision and Order dated June 13, 2007, Judge Daly marked the case withdrawn.

Defendant also states that during the pendency of the Yonkers proceeding, plaintiff filed a duplicate action in White Plains City Court claiming damages in the sum of \$5,000. Defendant Casale further states that plaintiff has been filing multiple small claims actions in various courts throughout Westchester County in an effort to harass him and to cause him economic hardship. In an effort to stop plaintiff's alleged harassment, defendant states that he will file a proceeding in Supreme Court, Westchester County seeking a stay of the small claims proceedings. Finally, Defendant Casale argues that the action should be dismissed against him as an individual, as this action concerns work performed by the defendant corporation and plaintiff possesses no claim against him as an individual.

In opposition to the motion, plaintiff states that the action pending in this Court is separate from the action pending in White Plains City Court. Plaintiff argues that the complaints originate from separate contracts, separate dates of service and exceed the maximum relief limited by the jurisdictional mandates of small claims court. Plaintiff

states that the matter before this Court, regarding Invoice No. 22873, dated October 21, 2004, concerns defective air conditioning workmanship performed on or about October 21, 2004. Plaintiff further argues that the matter pending in White Plains concerns defective engine repairs performed in November 2006, under a totally separate invoice, as well as claims of overcharging and vehicle rental reimbursement. Plaintiff states that he did not and could not bring the separate matters before one court or as one action, as the total sum of damages of the separate matters cumulatively and substantially exceed the \$5,000.00 monetary jurisdictional limit of small claims court.

Plaintiff also argues that although he presented some of his case regarding the defective air conditioning repair in Yonkers City Court, that matter was never decided on the merits. Plaintiff contends that Judge Daly recused himself from the case after he respectfully asked the Judge to refrain from repeatedly screaming at him. Plaintiff states he had every right to withdraw the case after the Judge announced during trial on May 14, 2007, that he was indeed recusing himself, and that the matter would be adjourned for a trial de novo in October 2007.

Finally, plaintiff argues that both Defendant John Casale, an individual, and the corporate defendant are appropriate parties and that liability is an issue of fact to be decided by the Judge at trial.

Based on the foregoing, the Court finds as follows:

Defendant Casale's motion to dismiss the matter against him in his individual capacity is granted. The law permits the incorporation of a business for the very purpose of enabling its proprietors to escape personal liability (see e.g., Bartle v Home Owners Co-op, 309 NY 103, 106)). Courts will pierce the corporate veil only upon a

showing that: (1) the owners exercised complete dominion of the corporation in respect to the transaction attacked, and (2) such dominion and control was used to commit a fraud or wrong against a plaintiff which resulted in that plaintiff's injury (See Matter of Morris v New York Dept. of Taxation & Fin., 82 NY2d 135)).

Here, the Court finds that plaintiff failed to allege facts that would establish that John Casale, through his control and dominion over J.C. Auto Repairs perpetrated a wrong or injustice against plaintiff such that a court of equity will intervene (See Treeline Mineola, LLC v Berg, 21 AD 3d 1028 (2d Dept 2005); Seuter v Lieberman, 22 AD 2d 386 (2d Dept 1996); Assurance Co. of America v Always Elec. Corp., 2007 NY Slip Op 51859U, 17 Misc 3d 1107A (Sup. Ct. Nassau Co. 2007)).

Next, this Court finds that plaintiff's claim seeking damages for defendants' failure to properly repair the air conditioning system is not barred by the principles of res judicata or collateral estoppel, as contended by the defendant corporation. The doctrine of res judicata prevents a party from relitigating issues necessarily determined on the merits by a court of competent jurisdiction in a prior action (see Gramatan Home Investors Corp. v Lope, 217 AD2d 699 (2d Dept. 1995)). Collateral estoppel, a corollary of res judicata, precludes a party from relitigating in a subsequent action or proceeding an issue clearly raised in a prior action or proceeding (Ryan v New York Telephone, 62 NY2d 494 (1994)). A party invoking either doctrine must show that the critical issue in the instant action was necessarily decided in the prior action and that the party against whom estoppel is sought has been afforded a full and fair opportunity to contest the issue (See id. at 500-501).

Here plaintiff seeks to recover for improper air conditioning repair. Although the

previous action brought in Yonkers City Court involved the same exact issue, the Court cannot find that the claim was decided on the merits. Yonkers City Court Judge Daly recused himself from the matter and never issued a Decision and Order on the issue at hand. Instead the matter was adjourned for a trial de novo. Plaintiff, however, withdrew the matter from Yonkers City Court, and re-filed that claim in this Court. He was within his right to do so. Furthermore, the Court finds that the matter pending in White Plains City Court is completely separate from the matter pending before this Court, as that matter concerns faulty engine repair work performed some two years after the repair work on the air conditioning system.

The New York Code of Rules & Regulations (NYCRR) sets forth the regulations for motor vehicle repair shops in this State. The statutory authority for these regulations is derived from the Vehicle and Traffic Law, §398-g. The NYCRR requires repair shops to perform quality repairs, which are defined as “those repairs held by those having knowledge and expertise in the automotive field to be necessary to bring a motor vehicle to its pre malfunction or predamage condition.” (15 NYCRR §82.13). The statute outlines the obligations of motor vehicle repair shops, and while it does require a repair shop to state “the terms and time limit of any guarantee for the repair work performed,” it does not require that a repair shop provide any specific guarantee of its work.

A review of the invoice submitted by the claimant indicates that the defendant repair shop’s “warranty on parts and labor is one year or 12,000 miles whichever comes first.” The claimant has presented documentation in his opposition papers demonstrating that he notified the defendants that the air conditioning was not

functioning properly within days of initially retrieving the subject vehicle. Accordingly, the Court cannot find, as defendants suggest, that plaintiff's claim is time barred by all warranty provisions (see, e.g., Giarratino v Midas Muffler, 166 Misc2d 390 (City Ct Yonkers 1995); Kanarek v Mannie & Al's Service Station, 123 Misc2d 221 (Civ. Ct Kings Co. 1984)).

Defendants' motion to dismiss is granted only to that branch of the motion seeking to dismiss the complaint against John Casale in his individual capacity. The parties are directed to appear on February 27, 2008 at 6:30 pm for a hearing on the matter.

Dated: January 24, 2008
Mount Vernon, New York

HON. ADAM SEIDEN
Associate City Judge of Mount Vernon

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