

Brito v Premier Trailer Leasing, Inc.

2020 NY Slip Op 35506(U)

February 24, 2020

Supreme Court, Bronx County

Docket Number: Index No. 33657/2018E

Judge: John R. Higgitt

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX: I.A.S. PART 14

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CARLOS E. BRITO,

Plaintiff,

DECISION AND ORDER

- against -

Index No. 33657/2018E

PREMIER TRAILER LEASING, INC., and "JOHN
DOE," first and last names fictitious as real names are
unknown,

Defendants.
-----X

John R. Higgitt, J.

Upon defendant Premier Trailer Leasing Inc.'s ("Premier") September 18, 2019 notice of motion and the affirmation, affidavit and exhibits submitted in support thereof; plaintiff's November 20, 2019 affirmation in opposition and the exhibits submitted therewith; defendant Premier's December 4, 2019 affirmation in reply; and due deliberation; defendant Premier's motion for summary judgment dismissing the complaint as against it under the Graves Amendment (49 USC § 30106) is granted.

This negligence action arises out of a motor vehicle accident that occurred on August 20, 2018. Defendant Premier seeks summary judgment dismissing of the complaint as against it. In support of its motion defendant Premier submitted the pleadings, the rental agreement between it and non-party QuickStart Logistic (and documents related to the agreement), and the affidavit of Katie Bennett (vice-president and general counsel for Premier).

In her affidavit, Bennett averred that defendant Premier is in the business of leasing and renting trailers. Bennet also averred that at the time of the accident the trailer that was involved in the subject accident was leased to non-party QuickStart Logistic. Bennett also averred that, based on the lease agreement, non-party QuickStart Logistic was responsible for all maintenance of the subject trailer.

Under the Graves Amendment (49 USC § 30106), the owner of a leased or rented motor vehicle is not vicariously liable for personal injuries sustained as a result of an accident involving a leased or rented vehicle (*see Jones v Bill*, 10 NY3d 550, 554 [2008]). To establish entitlement to judgment under the Graves Amendment, the owner of the leased or rented vehicle must show: (1) that the owner is in the business of leasing or renting motor vehicles; (2) that the owner owned the subject vehicle; (3) that the owner leased or rented the subject vehicle to a third party; and (4) if plaintiff alleges that the owner was independently negligent, that the resulting accident was not caused by negligent maintenance of the vehicle by the owner (*see Villa-Capellan v Mendoza*, 135 AD3d 555, 556 [1st Dept 2016]; *Cassidy v DCFS Trust*, 89 AD3d 591, 591 [1st Dept 2011]; *see also Reifsnyder v Penske Truck Leasing Corp.*, 140 AD3d 572 [1st Dept 2016]). Notably, the subject trailer is a “motor vehicle” for the purposes of applying the Graves Amendment (*see Eisenberg v Cope Bestway Express, Inc.*, 131 AD3d 1198 [2d Dept 2015]).

Here, defendant Premier’s evidence - - the affidavit and lease agreement - - established, prima facie, that the action is barred as against Premier by the Graves Amendment.

Plaintiff argues that the motion is premature because depositions have not been taken. However, the mere hope that a party might be able to uncover some evidence during the discovery process is insufficient to deny summary judgment (*see Castaneda, supra; Avant v Cepin Livery Corp.*, 74 AD3d 533 [1st Dept 2010]; *Planned Bldg. Servs., Inc. v S.L. Green Realty Corp.*, 300 AD2d 89 [1st Dept 2002]).

Plaintiff also asserts that the motion should be denied because there are questions of fact as to whether defendant Premier was responsible for the maintenance of the trailer at the time of the accident. However, based on the unambiguous language of the lease agreement and its accompanying documents, it is clear that the subject trailer was to be maintained by non-party QuickStart.

Accordingly, it is

ORDERED, that defendant Premier Trailer Leasing Inc.'s motion for summary judgment dismissing the complaint as against it is granted, and the complaint as against it is dismissed; and its further

ORDERED, that the Clerk of the Court shall enter judgment in favor of defendant Premier Trailer Leasing Inc. dismissing the complaint as against it.

The parties are reminded of the June 12, 2020 compliance conference before the undersigned.

This constitutes the decision and order of the court.

Dated: February 24, 2020



John R. Higgitt, J.S.C.