

Moore v Monroy
2025 NY Slip Op 35428(U)
March 17, 2025
Supreme Court, Nassau County
Docket Number: Index No. 603328/24
Judge: Erica L. Prager
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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

PRESENT: ERICA L. PRAGER, J.S.C.

-----X
**ALIJAH D. MOORE, CHRISTOPHER ROPER
AND ASHLEY J. WALLACE,**

Plaintiffs,

-against-

JAVIER MONROY and BROOK LEDGE INC.

Defendants.
-----X

IAS/TRIAL PART 15

**Motion Seq.: 002, 003
Submission Date: 1/7/25**

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DECISION AND ORDER

Papers Considered:

NYSCEF Doc. No.

Motion Sequence 002

Supporting Papers.....	23-25
Opposition Papers.....	X

Motion Sequence 003

Supporting Papers.....	26-30
Opposition Papers.....	32
Reply Papers.....	X

Relief Sought

Motion Sequence 002. Motion by defendant BROOK LEDGE INC for an order : (a) dismissing the Amended Summons and Amended Complaint pursuant to §3211(a)(5) of the New York Civil Practice Law and Rules ("CPLR") based upon plaintiff's failure to commence the action against BROOK LEDGE INC within the three year statute of limitations in accordance with CPLR §214(5); (b) pursuant to §3211(e) and §3211(f) of the CPLR, in the event that this motion is denied, in whole or in part, defendants reserve their right to serve and file an answer to the Amended Summons and Amended Complaint, and respectfully request thirty ("30") days from the date of service of the order with notice of entry in which to serve an answer; and (c) for such other and further relief as the court deems just and proper.

Motion Sequence 003. Plaintiff's motion to amend the complaint to add BROOK LEDGE INC as a new defendant to the above-entitled action.

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Background

This is an action to recover damages for personal injuries allegedly sustained in a motor vehicle accident that occurred on May 5, 2021 in the parking lot of 30 Jericho Turnpike, in the Village of Floral Park, New York. The accident was a two-vehicle collision between a vehicle owned by non-party Derrick K. Nettles, operated by ALIJAH MOORE, and containing passengers CHRISTOPHER ROPER and ASHLEY J. WALLACE (the "Plaintiff Vehicle"); and a vehicle owned by HUTT LEASING, INC ("HUTT LEASING"), and operated by JAVIER MONROY ("MONROY") (the "Defendant Vehicle"). Plaintiffs allege that on May 5, 2021, the Plaintiff Vehicle was parked in the parking lot of 30 Jericho Turnpike, when the Defendant Vehicle rear-ended the Plaintiff Vehicle while backing up in the parking lot.

Plaintiffs commenced the action on February 23, 2024, naming MONROY and HUTT LEASING as defendants. Plaintiffs assert that on August 2, 2024, plaintiffs were informed that HUTT LEASING leased the Defendant Vehicle to MONROY's employer, BROOK LEDGE, INC ("BROOK LEDGE"), and that MONROY was operating the vehicle within the scope of his employment. By Stipulation dated August 2, 2024, plaintiffs discontinued the action, without prejudice, as against HUTT LEASING. (The pending motion filed by HUTT LEASING [*Seq. 001*] was accordingly marked withdrawn.) On September 25, 2024, plaintiffs filed an Amended Complaint, adding BROOK LEDGE INC ("BROOK LEDGE") as a defendant.

BROOK LEDGE now moves to dismiss the Amended Complaint on the basis that (i) it was filed without leave of the Court, after the deadline set forth in CPLR §3025(a); and (ii) it was filed over four months after the expiration of the applicable three-year Statute of Limitations.

Plaintiffs withdraw the Amended Complaint filed on September 24, 2024, and move for leave to file and serve an Amended Complaint in the form attached to the motion as Exhibit C. In support of their motion, plaintiffs submit, among other things: (i) a letter from HUTT LEASING to plaintiffs' counsel, dated August 2, 2024, informing counsel that the Defendant Vehicle was leased to BROOK LEDGE, and that, on the date of the accident, MONROY was operating the vehicle in the course of his employment with BROOK LEDGE; and (ii) a copy of the Equipment Lease dated 9/30/2019 pursuant to which HUTT LEASING leased the vehicle to BROOK LEDGE. Plaintiffs assert that they did not find out about BROOK LEDGE's involvement in the accident until receipt of the August 2, 2024 letter, after the Statute of Limitations had already expired. Plaintiffs assert further that, notwithstanding the expiration of the Statute of Limitations, the "relation-back" doctrine permits them to bring this action against BROOK LEDGE.

BROOK LEDGE opposes plaintiffs' motion, arguing that plaintiffs' have failed to demonstrate that the relation-back doctrine applies.

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Discussion

It is undisputed that the applicable three-year statute of limitations on plaintiff's claim against BROOK LEDGE has expired. At issue in this case is whether or not the relation-back doctrine nonetheless permits plaintiffs to add BROOK LEDGE as a defendant.

"The relation-back doctrine allows a party to be added to an action after the expiration of the statute of limitations, and the claim is deemed timely interposed, if (1) the claim arises out of the same conduct, transaction, or occurrence, (2) the additional party is united in interest with the original party, and (3) the additional party knew or should have known that but for a mistake by the plaintiff as to the identity of the proper parties, the action would have been brought against the additional party as well. ... Parties are united in interest if their interest in the subject-matter is such that they stand or fall together and that judgment against one will similarly affect the other. ... In a negligence action, the defenses available to two defendants will be identical, and thus their interests will be united, only where one is vicariously liable for the acts of the other." *Mitzmacher v. Bay Country Owners*, 211 A.D.3d 1025, 1026 (2d Dept. 2022) (internal citations and quotation marks omitted).

Applying these criteria, the Court finds that plaintiffs are entitled to invoke the doctrine of relation back. First, the Court finds that BROOK LEDGE and MONROY are united in interest for purposes of defending this action. The proposed amended complaint asserts that BROOK LEDGE was the lessee of the Defendant Vehicle at the time of the accident, and that MONROY was operating the Defendant Vehicle with the knowledge and permission of BROOK LEDGE. That is sufficient to assert vicarious liability on the part of BROOK LEDGE for the alleged negligence of MONROY. See Vehicle and Traffic Law §388 (imposing vicarious liability on owners of motor vehicles) and Vehicle and Traffic Law §128 [Cunningham, L., Practice Commentaries] (defining "owner" as those with a property interest in or title to a vehicle, including lessees for more than 30 days). Moreover, it is sufficient to establish that MONROY and BROOK LEDGE were united in interest. See *Poulard v. Papamihlopoulos*, 254 A.D.2d 266, 267 (2d Dept. 1998) (vehicle operator and owner were united in interest for purposes of the relation back doctrine).

Plaintiffs' allegations of vicarious liability are not dependent upon whether or not MONROY was employed by BROOK LEDGE or acting in the course of his employment. Thus, contrary to the argument advanced by BROOK LEDGE, the absence of any allegation or proof of same does not defeat plaintiffs' motion.

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Second, it is clear that the vicarious claim against BROOK LEDGE arises out of the same accident that was the subject of the original timely filed complaint against MONROY.

Finally, the Court finds that BROOK LEDGE knew or should have known that but for a mistake by the plaintiffs as to the identity of the proper parties, the action would have been brought against BROOK LEDGE as well. BROOK LEDGE does not deny that it leases the Defendant Vehicle or that MONROY operated the vehicle with its permission. Thus, so long as BROOK LEDGE knew or should have known that an action involving the vehicle was commenced against MONROY, it knew or should have known of its potential vicarious liability. The same attorney represents both BROOK LEDGE and MONROY. Although BROOK LEDGE was not served with the original Summons and Complaint, the attorney was clearly on notice of the action when he filed an answer on behalf of MONROY.

Conclusion

The Court has considered the remaining contentions of the parties and finds that they do not require discussion or alter the determination herein. Based upon the foregoing, it is

ORDERED, that the motion by BROOK LEDGE to dismiss the Amended Verified Complaint filed on September 25, 2025 is *denied*, as having been rendered academic by the plaintiffs' withdrawal of that pleading; and it is further

ORDERED, that plaintiffs motion for leave to file and serve an Amended Complaint in the form attached as Exhibit C to the motion is *granted*; and it is further

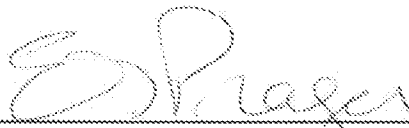
ORDERED, that BROOK LEDGE shall have thirty ("30") days from the date of service of the order with notice of entry in which to serve an answer.

Any requests for relief not specifically addressed herein are *denied*.

This constitutes the Decision and Order of this Court.

Dated: March 17th, 2025
Mineola, NY, 11501

ENTER:


HON. ERICA L. PRAGER, J.S.C.

ENTERED

Mar 18 2025

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NASSAU COUNTY
COUNTY CLERK'S OFFICE