

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

FREDDIE MAISONET & LOURDES	:	
CHAPARRO, Individually and as H/W	:	
Plaintiffs	:	
	:	
vs.	:	JANUARY TERM, 2012
	:	
ENTERPRISE HOLDINGS, INC. (d/b/a	:	NO. 04891
ENTERPRISE RENT-A-CAR),	:	
ENTERPRISE LEASING CO. OF	:	
NORFOLK/RICHMOND, LLC,	:	
EAN HOLDINGS, LLC,	:	
PEGGY JO LAW,	:	
CASSAUNDR A PAGE,	:	
TROICHA I WILSON,	:	
JESSICA HUDSON and	:	
CHRISTINA MIERZEJEWSKI	:	
Defendants	:	

DOCKETED
JUL 11 2013
J. DIROSA
DAY FORWARD

ORDER

And Now, this ⁹²12 day of July, 2013, after considering the Motion for Summary Judgment filed by Defendants Enterprise Holding, Inc. d/b/a Enterprise Rent-A-Car, Enterprise Leasing Company of Norfolk/Richmond, LLC, and EAN Holdings, LLC, and Plaintiffs' Response thereto, and for the reasons set forth in the Memorandum filed this date, the Enterprise Defendants Motion for Summary Judgment is **GRANTED**. All claims and cross-claims are **Dismissed with Prejudice**.

BY THE COURT:

Frederica A. Massiah-Jackson
FREDERICA A. MASSIAH-JACKSON, J.

Maisonet Etal Vs Enterp-ORDER



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CHRISTINA MIERZEJEWSKI	:	
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MEMORANDUM in SUPPORT OF ORDER GRANTING THE
ENTERPRISE DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

MASSIAH-JACKSON, J.

July 12th, 2013

A. FACTUAL BACKGROUND and PROCEDURAL HISTORY

On September 2, 2011, Ms. Peggy Jo Law rented a 2011 Kia Soul car from Enterprise Rent-a-Car, located in Chester, Virginia. Ms. Cassandra Page accompanied Ms. Law and was listed as the "Additional Authorized Driver" in the rental agreement. The Enterprise Sales Agent, Anthony Chatman, reviewed the drivers' licenses of both women. Each license was a facially valid Virginia drivers' license and neither document was expired or void.

One week later, Ms. Page's son, Troichai Wilson, obtained his mother's permission to drive the Kia Soul to a party in Reading, Pennsylvania. At 5:30 a.m., on September 11, 2011, Troichai was driving while intoxicated and crashed into the rear of a Chevrolet Blazer automobile occupied by Mr. Freddie Maisonet and his wife, Lourdes Chaparro, causing serious and permanent injuries.

As a result of the motor vehicle accident, Plaintiffs-Maisonet and Chaparro commenced this litigation against the Enterprise Defendants and several individuals. Enterprise Leasing Company of Norfolk/Richmond, LLC is the rental company which rented the Kia to Ms. Law. EAN Holdings, LLC is the owner of the Kia. Enterprise Holdings, Inc. is the parent company. These Enterprise Defendants have filed a Motion for Summary Judgment. After careful consideration of the issues presented, the Motion for Summary Judgment is **GRANTED**.

B. LEGAL DISCUSSION

These Plaintiffs have set forth a variety of claims of direct and vicarious liability against the Enterprise Defendants, including *inter alia*, negligence, negligent hiring, training, retention, and/or supervision. None of those theories can proceed unless the Enterprise Defendants owed a duty to the Plaintiffs to protect them from acts of a third party stranger. See, Scampone v. Highland Park Care Center, LLC, 57 A.3d 582 (Pa. 2012).

In Roche v. Ugly Duckling Car Sales, Inc., 879 A.2d 785 (Pa. Superior Ct. 2005), the Appellate Court noted the standard for granting summary judgment at 789:

“Summary judgment is proper only when the uncontroverted allegations in the pleadings, depositions, answers to interrogatories, admissions of record, and submitted affidavits demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law. In sum, only when the facts are so clear that reasonable minds cannot differ, may a trial court properly enter summary judgment.”

The Superior Court affirmed the Trial Court’s grant of summary judgment in the Roche case after thieves stole an automobile from a car dealership and injured the plaintiff. The Superior Court concluded that the car dealership owed no duty of care to the injured plaintiff. 879 A.2d at 790:

“In the instant case, where the defendants and Plaintiff were strangers, the trial court applied the general duty of care ‘required of all persons not to place others at an unreasonable risk of harm by way of their actions.’ T.C.O., 12/14/03, at 5 (citing *Morena v. South Hills Health Sys.*, 501 Pa. 634, 462 A.2d 680, 684 (1983)). As the trial court correctly noted, the scope of such a duty is ‘limited to those risks that are reasonably foreseeable by the actor in the circumstances of the case.’ *Id.*

(quoting *Morena*, 462 A.2d at 684). However, the trial court concluded, with regard to each defendant, that the harm to Plaintiff was not foreseeable and that, therefore, the defendants did not breach a duty of care owed to Plaintiff.”

See also, Matos v. Rivera, 648 A.2d 337 (Pa. Superior Ct. 1994), holding that a pizza delivery man and his employer owed no duty to an injured plaintiff after their truck was stolen and was driven carelessly; Canavin v. Wilmington Transportation Co., 223 A.2d 902 (Pa. Superior Ct. 1966), holding that a transportation company owed no duty to injured plaintiff when the limousine was stolen and negligently driven.

Duty must be considered by looking at the relationship existing between the parties at the time of the incident. Here, Plaintiffs-Maisonet and Chaparro and the Enterprise Defendants were strangers to each other. Troichai Wilson had not signed the rental agreement and he was not designated as an Additional Authorized Driver. Where the parties are strangers to each other the scope of a general duty of care is limited to those risks which are reasonably foreseeable in the circumstances of the case. Plaintiffs Maisonet and Chaparro have been unable to present anything in these facts which would have put the Enterprise Defendants on notice that Ms. Page would let an unauthorized driver use the car, or, that the unauthorized driver would be intoxicated and drive in a negligent manner.

In Kleinknecht v. Gettysburg College, 989 F.2d 1360 (3rd Cir. 1993), the Court of Appeals provided an overview of well-established Pennsylvania negligence law to describe foreseeability at 1369:

“Foreseeability is a legal requirement before recovery can be had. *See Griggs v. BIC Corp.*, 981 F.2d 1429, 1435 (3d Cir. 1992) (foreseeability is integral part of determination that

duty exists under Pennsylvania negligence law) (citing *Carson v. City of Philadelphia*, 133 Pa. Commw. 74, 574 A.2d 1184, 1187 (Pa. Commw. Ct. 1990)). ‘The test of negligence is whether the wrongdoer could have anticipated and foreseen the likelihood of harm to the injured person, resulting from his act.’ *Id.* (quoting *Dahlstrom v. Shrum*, 368 Pa. 423, 84 A.2d 289, 290-91 (Pa. 1951)).

The type of foreseeability that determines a duty of care, as opposed to proximate cause, is not dependent on the foreseeability of a specific event. *See, e.g., Moran v. Valley Forge Drive-in Theater, Inc.*, 431 Pa. 432, 246 A.2d 875, 878 (Pa. 1968) (upholding verdict for plaintiff who lost hearing when firecrackers exploded in restroom of defendant’s movie theater). Instead, in the context of duty, ‘the concept of foreseeability means the likelihood of the occurrence of a general type of risk rather than the likelihood of the occurrence of the precise chain of events leading to the injury.’ *Suchomajcz v. Hummel Chem. Co.*, 524 F.2d 19, 28 n. 8 (3d Cir. 1975) (citing Harper & James, *The Law of Torts* § 18.2, at 1026, § 20.5, at 1147-49 (1956)); *see Griggs*, 981 F.2d at 1435 (‘The risk reasonably to be perceived defines the duty to be obeyed[.]’) (quoting *Dahlstrom*, 84 A.2d at 290-91). Only when even the general likelihood of some broadly definable class of events, of which the particular event that caused the plaintiff’s injury is a subclass, is unforeseeable can a court hold as a matter of law that the defendant did not have a duty to the plaintiff to guard against that broad general class of risks within which the particular harm the plaintiff suffered befell. *Alumni Ass’n v. Sullivan*, 369 Pa. Super. 596, 535 A.2d 1095, 1098 (Pa. Super. 1987) (citing *Migyanko v. Thistlethwaite*, 275 Pa. Super. 500, 419 A.2d 12, 14 (Pa. Super. 1980) and *Palsgraf v. Long Island R.R.*, 248 N.Y. 339, 162 N.E. 99, 100 (N.Y. 1928)), *aff’d*, 524 Pa. 356, 572 A.2d 1209 (Pa. 1990).”

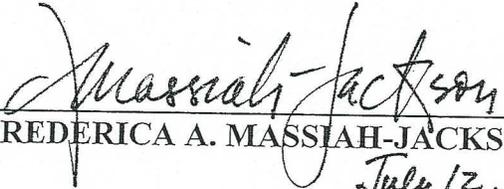
Plaintiffs Maisonet and Caparro also suggest that the Enterprise Defendants were negligent in renting the Kia automobile to Ms. Law and permitting Ms. Page to be an Additional Authorized Driver, that is, by failing to recognize false identification. This Court concludes that the actions of Troichai Wilson were so remote in the causal chain that

Enterprise can not be held legally responsible as a matter of law. Even assuming that the Enterprise Defendants should have foreseen the likelihood that the Additional Authorized Driver would let her son drive the vehicle, nothing existed which put Enterprise on notice that the son would be an incompetent and intoxicated driver. Roche v. Ugly Duckling, *supra*, 879 A.2d at 791; Matos v. Rivera, *supra*, 648 A.2d at 341.

C. CONCLUSION

For all the reasons set forth above, the Motion for Summary Judgment filed by the Enterprise Defendants is **GRANTED**. All claims and cross-claims are **Dismissed with Prejudice**.

BY THE COURT:


FREDERICA A. MASSIAH-JACKSON, J.
July 12, 2013