

IN THE SUPREME COURT OF THE STATE OF NEVADA

RYDER TRUCK RENTAL, INC.

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA
ex rel. THE COUNTY OF CLARK, AND
THE HONORABLE JUDGE NANCY
ALLF,

Respondent.

NICOLE LIMON, an individual,

Real Party In Interest.

Electronically Filed
Sep 10 2021 08:21 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. _____
District Court Case No. _____
A-19-794326-C

**RYDER TRUCK RENTAL, INC.'S PETITION
FOR WRIT OF MANDAMUS**

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Attorneys for Petitioner Ryder Truck Rental, Inc.

COMES NOW Petitioner RYDER TRUCK RENTAL, INC. (“Ryder”) and hereby submits this PETITION FOR WRIT OF MANDAMUS (the “Petition”), with the following Memorandum of Points and Authorities. This Petition is brought pursuant to Nevada Rules of Appellate Procedure (“NRAP”) 21(a) for

issuance of a writ of mandamus directing the district court, Department XXVII of the Eighth Judicial District of Nevada, Respondent Honorable District Judge Nancy Allf presiding, to make a determination that Ryder should be dismissed from this matter under the 49 USC §30106, commonly known as the Graves Amendment.

The issue presented is whether the lower court was required to grant Petitioners' Motion for Summary Judgment pursuant to the Graves Amendment, which protects the owner of a rented or leased motor vehicle from being held vicariously liable for harm that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease. The vehicle owner is shielded from liability if it is in the business of renting or leasing motor vehicles and there is no negligence or criminal wrongdoing on the part of the owner.

Ryder is the owner of the tractor that was involved in the subject incident and is in the business of renting motor vehicles. Ryder rented this vehicle to Load 1 Trucking, LLC ("Load 1") and Load 1 hired Tony Stephens ("Mr. Stephens") to drive the vehicle on its behalf. Plaintiff Nicole Limon's ("Plaintiff" or "Ms. Limon") complaint specifically alleged a claim for negligent entrustment against Ryder for allowing Mr. Stephens to operate its vehicle without performing a safety check. Not only has Plaintiff failed to produce any evidence to support this claim,

but this claim is also barred by the Graves Amendment because it attempts to hold Ryder vicariously liable for the actions of its lessee, Load 1, in allowing Mr. Stephens to operate the vehicle, without any evidence of independent negligent or criminal conduct.

The relief sought herein is this Court's intervention by way of extraordinary writ, requiring the district court to rule that Ryder should be dismissed from this matter under the Graves Amendment.

Dated this 8th day of September 2021.

ALVERSON TAYLOR & SANDERS



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ROUTING STATEMENT

Pursuant to NRAP 17(a)(12), this Petition raises as a principal issue a question of statewide public importance. As such, jurisdiction over this matter is presumptively retained by the Nevada Supreme Court and not with the Nevada Court of Appeals. Likewise, there is no existing authority vested in the Nevada Court of Appeals which would permit the Court of Appeals to address this issue.

This Petition concerns the applicability of the Graves Amendment, codified in 49 USC §30106 and warrants consideration by the Nevada Supreme court because an eventual appeal following trial will not afford an adequate remedy due to the time and expense required for Ryder to defend against these claims at trial that must be dismissed under established law. NRS 34.170. No factual dispute exists regarding the status of Ryder as an entity in the business of renting motor vehicles or regarding the validity of Tony Stephens' Commercial Driver's License. Plaintiff has not disclosed evidence of any direct actions by Ryder that would constitute negligence sufficient to avoid the preemption effect of the Graves Amendment. Additionally, an important issue of law requires clarification regarding the applicability of the Graves Amendment to claims of negligent entrustment, and resolution of this issue will promote judicial economy. Therefore, consideration of this Petition is proper. *State v. Eighth Jud. Dist. Ct. ex rel. Cty. of Clark*, 118 Nev. 140, 147, 42 P.3d 233, 238 (2002).

Dated this 8th day of September 2021.

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) and must be disclosed. These representations are made in order that the Judges of this Court may evaluate possible disqualification or recusal.

Petitioner RYDER TRUCK RENTAL, INC., a Florida corporation, is represented by the law firm: ALVERSON TAYLOR & SANDERS. Defendant Ryder Truck Rental, Inc. hereby states that it is a wholly owned subsidiary of Ryder System, Inc., a publicly traded corporation (traded on the New York Stock Exchanges as R). Other than Ryder System, Inc., there is no publicly held corporation that owns 10% or more of Ryder Truck Rental's stock. The following attorneys have appeared on behalf of Appellants: Kurt R. Bonds, Esq., and Karie N. Wilson, Esq.

Dated this 8th day of September 2021.

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**AFFIDAVIT OF KARIE N. WILSON, ESQ., IN SUPPORT OF
PETITION FOR WRIT OF MANDAMUS**

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

KARIE N. WILSON, ESQ., being first duly sworn, on oath, deposes and says:

1. I am licensed to practice law in this court, and I am a Partner with the law firm of ALVERSON TAYLOR & SANDERS, attorneys for Petitioner Ryder Truck Rental, Inc., in support of its PETITION FOR WRIT OF MANDAMUS.

2. I certify that I have read this Petition, and to the best of my knowledge, information and belief, this Petition complies with the form requirements of Rule 21(d), and that it is not frivolous or interposed for any improper purpose such as to harass or cause unnecessary delay or needless increase in the cost of litigation.

3. I further certify that this Petition complies with all applicable Nevada Rules of Appellate Procedure, including the requirement of Rule 28(e) that every assertion in the brief regarding matters in the record be supported by a reference to the appendix where the matter relied upon is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with requirements of the Nevada Rules of Appellate Procedure.

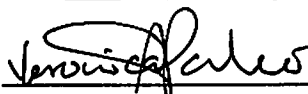
4. I have discussed the PETITION FOR WRIT OF MANDAMUS with the appropriate persons at Ryder Truck Rental, Inc. and have obtained authorization to file this Petition.

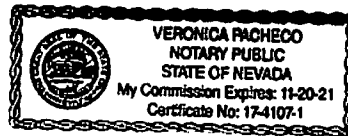
5. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of September 2021.


Karie N. Wilson, Esq.

SUBSCRIBED AND SWORN to before me
this 8th day of September 2021.


NOTARY PUBLIC in and
For said County and State



MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Plaintiff alleges that Petitioner negligently entrusted the subject tractor to Defendant Tony Stephens.¹ Petitioner is a nationwide provider of transportation products and commercial vehicles engaged in the trade or business of renting or leasing motor vehicles and rented the subject tractor to Load 1 Trucking pursuant to a vehicle rental agreement dated on March 6, 2017.² Defendant Tony Stephens was an employee of Load 1 Trucking and operated the subject vehicle on behalf of Load 1 Trucking at the time of the subject incident.³ While Plaintiff asserts her claim is a “direct” negligence claim against Petitioner, her claim is barred by the Graves Amendment because she failed to allege any direct actions by Petitioner that constituted negligence. Petitioner had no relationship with Mr. Stephens and therefore did not entrust the vehicle to Mr. Stephens.⁴ Plaintiff also failed to establish how Petitioner’s alleged negligence caused or contributed to Plaintiff’s damages.⁵

¹ See App. Ex. A, Plaintiff’s Complaint

² See App. Ex. B, Ryder Rental Agreement

³ See App. Ex. C, Defendant Load 1 Trucking’s Answers to Plaintiff’s Interrogatories

⁴ See App. Ex. D, Defendant Ryder Truck Rental Inc.’s Answers to Plaintiff’s Interrogatories,

⁵ App. A, App. Ex. E, Plaintiff’s Opposition to Defendant Ryder Truck

II.

PETITION FOR WRIT OF MANDAMUS

A. RELIEF SOUGHT

This Court has original jurisdiction to issue a writ of mandamus under the Nevada Constitution.⁶ Petitioners filed their Motion for Summary Judgment on July 1, 2021.⁷ At a hearing on August 17, 2021, the district court denied Petitioners' Motion for Summary Judgment.⁸ The district court's order denying Petitioners' Motion to Strike was entered on August 24, 2021, and notice of entry of the order was filed on September 2, 2021.⁹

The relief sought through this Petition is for this Court to issue, via alternative writ of mandamus, an order directing the district court to set aside its order denying Petitioners' Motion for Summary Judgment, and a new order granting Petitioners' Motion for Summary Judgment.

B. ISSUE PRESENTED

The issue presented is whether it was legal error for the district court to deny

Rental, Inc.'s Motion for Summary Judgment, App. Ex. F, Plaintiff's Ninth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1.

⁶ NEV. CONST. ART. 6, § 4.

⁷ See App. Ex. G, Defendant Ryder Truck Rental, Inc.'s Motion for Summary Judgment, App. Ex. H, Register of Actions for Case No. A-19-794326-C.

⁸ See App. Ex. H,

⁹ See App. Ex. I, Order Denying Defendants' Motion for Summary Judgment, filed August 24, 2021.

Petitioners’ Motion for Summary Judgment and fail to dismiss Plaintiff’s claims against Petitioner Ryder Truck Rental, Inc.

C. STATEMENT OF RELEVANT FACTS

On July 19, 2017, Plaintiff Nicole Limon was involved in a motor vehicle collision with Defendant Tony Stephens, an employee of Load 1 Trucking, Inc., in Clark County, Nevada.¹⁰ Tony Stephens, operating a rented Ryder 2016 Freightliner tractor towing a box trailer, was traveling southbound on US Highway 95 approaching its intersection with State Route 163.¹¹ At that same time, Nicole Teresa Limon, operating a white 2017 Chevrolet Tahoe, was traveling northbound on US Highway 95.¹² Ms. Limon’s vehicle collided with the right rear side of Mr. Stephens’ trailer in tow as Mr. Stephens was completing his left turn onto SR 163.¹³ Plaintiff did not produce any evidence or expert opinion alleging that any independent negligence on behalf of Ryder Truck Rental was a proximate cause of the subject collision or Plaintiff’s alleged injuries.¹⁴

D. LEGAL STANDARD FOR OBTAINING A WRIT OF MANDAMUS

A writ of mandamus may be issued by this Court “to compel the

¹⁰ App. Ex. J, Nevada Highway Patrol Traffic Crash Report

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *See* App Ex. A, App. Ex. E, App. Ex. F.

performance of an act” of an inferior state tribunal, corporation, board or person.¹⁵ Such a writ enjoins the inferior body or person to affirmatively act in a manner which the law already compels the body or person to act.¹⁶ NRAP 21 states that an “application for a writ of mandamus or of prohibition directed to a judge or judges shall be made by filing a petition thereof with the clerk of the Supreme Court with proof of service on the respondent judge or judges and on all parties to the action in the trial court.”¹⁷ A writ “shall be issued in all causes where there is not a plain, speedy and adequate remedy in the ordinary course of law.”¹⁸

Furthermore, the “mere existence of other possible remedies does not necessarily precede mandamus.”¹⁹ Indeed, “while the availability of a remedy by appeal may be taken into consideration in determining the propriety of granting a writ of mandamus, it is not jurisdictional. As in cases involving applications for a writ of prohibition, remedy by appeal is not always speedy or adequate.”²⁰ As this Court noted, “each case must be individually examined, and where circumstances reveal urgency or strong necessity, extraordinary relief may be granted.”²¹ Writ

¹⁵ NRS 34.160.

¹⁶ *See Willmes v. Reno Mun. Court*, 118 Nev. 831, 59 P.3d 1197, 1200 (2002).

¹⁷ NRAP 21(a).

¹⁸ NRS 34.170.

¹⁹ *State ex rel. List v. Douglas County*, 90 Nev. 272, 277, 524 P.2d 1271, 1274 (1974).

²⁰ *La Gue v. Second Judicial Dist. Court, Washoe County, Dept. No. 1*, 68 Nev. 131, 133, 229 P.2d 162, 163 (1951).

²¹ *Jeep Corp. v. Second Judicial Dist. Court of State of Nev. In and For*

relief is also available when, “sound judicial economy and administration militate in favor of granting the petition.”²²

E. REASONS TO GRANT THE WRIT OF MANDAMUS

As noted, the relief sought by Petitioner is this Court’s intervention by way of extraordinary writ requiring the district court to grant Petitioner’s Motion for Summary Judgment upon the uncontroverted evidence and argument demonstrating that Plaintiff’s claim against Petitioner is invalid. As discussed below, the district court erred by denying Petitioners’ Motion for Summary Judgment because (1) the claim is precluded by the Graves Amendment, codified in 49 USC § 30106 and (2) Plaintiff did not allege or produce evidence to establish that Petitioner’s alleged negligence caused or contributed to the subject incident or Plaintiff’s alleged damages.

1. Plaintiff’s Claim for Negligent Entrustment Against Ryder Truck Rental, Inc. is Precluded by the Graves Amendment and Should be Dismissed

The Graves Amendment applies to all actions commenced on or after August 10, 2005.²³ This action was commenced on May 7, 2019.²⁴ The federal statute provides in relevant part:

Washoe County, 98 Nev. 440, 443, 652 P.2d 1183, 1185 (1982).

²² *Beazer Homes Nev., Inc. v. Eighth Jud. Dist. Court ex rel. County of Clark*, 120 Nev. 575, 578–79, 97 P.3d 1132, 1135 (2004) (citations and quotations removed).

²³ *See* 49 USC § 30106(c).

²⁴ *See* App. Ex. A.

An owner of a motor vehicle that rents or leases the vehicle to a person...shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle...for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease if

- (1) The owner...is engaged in the trade or business of renting or leasing motor vehicles and
- (2) There is no negligence or criminal wrongdoing on the part of the owner or an affiliate of the owner.²⁵

The Graves Amendment was intended to preempt any state law which may have previously imposed vicarious liability on commercial motor vehicle lessors.²⁶ “The legislative history of the Graves Amendment indicates that it was intended to protect the motor vehicle rental and leasing industry against claims for vicarious liability where the leasing or rental company’s only relation to the claim was that it was the technical owner of the [vehicle].”²⁷ Notably, the Graves Amendment does not allow for a plaintiff to impose vicarious liability on motor vehicle lessors for any instance of criminal wrongdoing or negligence.²⁸ Rather, Congress intended

²⁵ 49 USC § 30106

²⁶ See e.g., *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1245 (11th Cir. 2008); *Jasman v. DTG Operations, Inc.*, 533 F. Supp. 2d 753 (W.D. Mich. 2008); *Graham v. Dunkley*, 50 A.D.3d 55, 852 N.Y.S.2d 169 (2d Dep’t 2008); *Rent-A-Car Co. of Bos., LLC v. Maynard*, No. 2:11-CV- 00047-JAW, 2012 WL 1681970 (D. Me. May 14, 2012).

²⁷ See *Rein v. Cab East LLC*, 2009 U.S. Dist. LEXIS 52617 at *6 (S.D.N.Y. 2009).

²⁸ See *Cioffi v. S.M. Foods, Inc.*, 129 A.D.3d 888, 893-94, 10 N.Y.S.3d 620 (2d Dep’t 2015) (“Although the plaintiffs urge that ‘criminal wrongdoing’ within the Graves Amendment encompasses any violation relating to the rented or leased

the protections of the Graves Amendment to be removed *only when the culpable conduct of a defendant lessor was the proximate cause of plaintiff's injuries*.²⁹

Plaintiff argued that her claim for negligent entrustment is a direct claim for negligence against Ryder and should therefore be exempt from the Graves Amendment.³⁰ “While the express language of Section 30106(a)(2) does create an exception to the Graves Amendment, it is rarely applicable and should be cautiously applied in light of Congress' clear intent to forestall suits against vehicle leasing companies.”³¹ While this issue has not previously been directly addressed by the Nevada Supreme Court, many federal courts have found that the exception applies only to claims that involve direct action or inaction by the vehicle owner, such as negligent maintenance claims, but not claims of negligent entrustment.”³²

While Plaintiff frames her claim for negligent entrustment as a direct

vehicle, such an interpretation would eviscerate the protection Congress sought to offer companies in the business of renting and leasing vehicles by permitting plaintiffs to impose vicarious liability whenever any violation, no matter how technical, could be found, and whether or not that violation had any relationship to the injuries at issue.”).

²⁹ See *Cioffi*, 129 A.D.3d at 893-94 (emphasis added).

³⁰ See App. Ex. E.

³¹ *Johnson v. Alamo Fin., L.P.*, No. 6:09-CV-1768-ORL-19G, 2009 WL 4015572, at *3 (M.D. Fla. Nov. 19, 2009). See also, *Guinn v. Great W. Cas. Co.*, No. CIV-09-1198-D, 2010 WL 4811042, at *6 (W.D. Okla. Nov. 19, 2010) (Courts must cautiously apply § 30106(a)(2) to avoid conflicting with the purpose of the Graves amendment.).

³² See e.g. *Dubose v. Transp. Enter. Leasing, LLC*, 2009 WL 210724, at * 5 (M.D. Fla. Jan. 27, 2009), *Moran v. Ruan Logistics*, No. 1:18-CV-223, 2018 WL 4491376, at *4 (S.D. Ohio Sept. 19, 2018).

negligence claim, she did not produce any evidence to prove that Ryder acted in any way to entrust the vehicle to Mr. Stephens.³³ Ryder rented the vehicle to Load 1 Trucking, and Load 1 Trucking hired Mr. Stephens to operate that vehicle without any knowledge or approval from Ryder.³⁴ While some courts have applied 30106(a)(2) to exempt a negligent entrustment claim from the Graves Amendment when the plaintiff could establish an “affiliate” relationship or show that the lessor directly entrusted the driver with the vehicle,³⁵ Plaintiff has not alleged any such relationship between Ryder and Tony Stephens, nor has she presented any evidence that would support the existence of such a relationship.³⁶ Neither has Plaintiff alleged that Ryder was negligent in its entrustment of the vehicle to Load 1 Trucking.³⁷ Plaintiff’s allegedly “direct” claim against Ryder is merely a veiled attempt to hold Ryder vicariously liable for the actions of its lessee, Load 1 Trucking. Therefore, Plaintiff’s claim is not a direct negligence claim and is barred by the Graves Amendment.

³³ See App. Ex A, App. Ex. E, App. Ex. F.

³⁴ See App. Ex. B at p. 1 (“Customer or driver of the vehicle shall in no event be deemed the agent, servant or employee of Ryder in any manner or for any purpose what so ever.”), App Ex. D.

³⁵ See e.g., *Askew v. R & L Transfer*, 676 F.Supp.2d 1298, 1305 (M.D.Ala.2009), *Fuller v. Biggs*, No. 3:20-CV-2146-G, 2021 WL 1237100, at *5 (N.D. Tex. Apr. 2, 2021).

³⁶ See App. Ex A, App Ex. D, App. Ex. E, App. Ex. F.

³⁷ See App. Ex A, App. Ex. E, App. Ex. F.

Petitioner's only relation to this claim is that it owned the subject vehicle.³⁸ Petitioner did not have any relationship to Defendant Tony Stephens.³⁹ Plaintiff's claim attempts to hold Ryder liable simply on the basis of its ownership of the vehicle, which is in direct contradiction with the intention of the Graves Amendment. Therefore, Plaintiff's claim is barred by the Graves Amendment and should be dismissed.

2. Plaintiff's Claim for Negligent Entrustment is Not Exempt from the Graves Amendment under 49 USC § 30106(a)(2) Because Plaintiff Did Not Disclose Sufficient Evidence to Support her Claim

For a negligent entrustment claim to be exempted from Graves Amendment, the allegations and evidence must be sufficient to satisfy the elements of that claim.⁴⁰ Particularly the Plaintiff must show that the lessor had reason to know that the driver was a careless, reckless, or incompetent driver.⁴¹ Plaintiff must also show that the lessor's actions were a proximate cause of Plaintiff's alleged injuries.⁴²

The only evidence Plaintiff has produced regarding her claim against Ryder is the subject rental agreement, which required Load 1 Trucking to allow only properly licensed drivers who were over age 18 and were subject to the exclusive

³⁸ See App Ex. A, App. Ex. F, App. Ex. G, App. Ex. H, App Ex. I.

³⁹ See App Ex. A, App. Ex. F, App. Ex. G, App. Ex. H, App Ex. I.

⁴⁰ *Guinn v. Great W. Cas. Co.*, at *6.

⁴¹ *Id.*

⁴² See *Cioffi*, 129 A.D.3d at 893-94.

direction and control of Load 1 Trucking to operate the vehicle.⁴³ Plaintiff alleges that a clause in the contract allowing Ryder to conduct safety checks of Load 1 Trucking's created a duty to exercise this right.⁴⁴ However, this was a private contractual agreement between Ryder and Load 1 Trucking.⁴⁵ Any contractual duty allegedly created by the rental agreement is not enforceable by a third party, such as Plaintiff.⁴⁶ Moreover, Plaintiff conducted no discovery regarding this "safety check" and has produced no admissible evidence to support her allegation that Ryder had a duty to perform any kind of evaluation of Tony Stephens.

Petitioner's entrustee was Load 1 Trucking, not Tony Stephens.⁴⁷ There is no evidence that Ryder had actual or constructive knowledge that Load 1 Trucking, had a propensity to use rented or leased vehicles in an improper or dangerous fashion, nor has Plaintiff produced any evidence to suggest any such propensity.⁴⁸ Ryder was not required to check Mr. Stephens' driver's license under NRS

⁴³ See App. Ex. B at §5(A).

⁴⁴ See App. Ex. E.

⁴⁵ See App. Ex. B.

⁴⁶ Plaintiff has not asserted that the parties intended Plaintiff to benefit from this contractual agreement or that Plaintiff foreseeably relied on the agreement. See *Boesiger v. Desert Appraisals, LLC*, 135 Nev. 192, 444 P.3d 436 (2019) (To assert standing as a third-party beneficiary to a contract, a plaintiff must show (1) a clear intent to benefit the third party, and (2) the third party's foreseeable reliance on the agreement.). *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370, 380, 566 P.2d 819, 825 (1977) (The fact that the party may have incidentally benefited by the performance of the agreement is insufficient to support third-party standing to enforce a contract)(citing *Olson v. Iacometti*, 91 Nev. 241, 533 P.2d 1360 (1975)).

⁴⁷ See App Ex. B.

⁴⁸ See App. Ex A, App Ex. B, App. Ex. E, App. Ex. F.

483.610 because it did not rent the vehicle to Mr. Stephens and Load 1 Trucking agreed to hire only properly licensed drivers.⁴⁹ Notably, Mr. Stephens was in fact a properly licensed driver.⁵⁰ Therefore, Plaintiff has not satisfied the requisite allegations and evidence to support a claim for negligent entrustment.⁵¹

Plaintiff has not alleged or produced any evidence to support a contention that Ryder's alleged failure to view Mr. Stephens' license or perform a safety check caused or contributed to the subject accident or Plaintiff's alleged injuries.⁵² Therefore, the exception to the Graves Amendment in § 30106(a)(2) does not apply to Plaintiff's claim because the alleged actions of Petitioner were not the proximate cause of Plaintiff's injuries.

Plaintiff has not pled sufficient allegations or presented sufficient evidence to support her claim for negligent entrustment against Ryder. She has also not alleged or established that Ryder's actions were a proximate cause of Plaintiff's alleged injuries. Therefore, this claim does not fall within the exception to the

⁴⁹ See NRS 483.610, App. Ex. B.

⁵⁰ App. Ex. K, Driver's License and Pre- Employment Drug Screening.

⁵¹ See *Muller v. Gilliard*, 27 Misc. 3d 1231(A), 911 N.Y.S.2d 694 (Sup. Ct. 2010)(The fact that the driver may not have possessed a valid driver's license, pursuant to which, he could legally operate the subject truck did not support the plaintiffs' negligent entrustment claim because the driver was not an employee or agent of the lessor and Plaintiff did not raise any question of fact regarding active or constructive knowledge on the part of the lessor that its entrustee, the trucking company, had a propensity to use leased vehicles in an improper or dangerous fashion.)

⁵² See App. Ex. F, App. Ex. G.

Graves Amendment and should be dismissed.

III.

CONCLUSION

Accordingly, for the reasons cited above, Petitioner respectfully requests for this Honorable Court to grant the requested relief.

CERTIFICATE OF COMPLIANCE

1. I hereby certify that this Petition for Writ of Mandamus (the “Petition”) complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5), and the type style requirements of NRAP 32(a)(6) because this Petition has been prepared in a proportionally spaced typeface using 14-point Times New Roman.

2. I hereby certify that this Petition complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), this Petition does not exceed 15 pages.

3. I hereby certify that I have read this Petition, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this Petition complies with all applicable Nevada Rules of Appellate Procedure, particularly NRAP 28(e)(1), which requires every assertion in a brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying Petition is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

...

...

4. I make this verification on behalf of Petitioners.

Dated this 8th day of September 2021.

ALVERSON TAYLOR & SANDERS



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VERIFICATION

The undersigned is counsel for Petitioner RYDER TRUCK RENTAL, INC. She has read and authored the forgoing Petition for Writ of Mandamus, and all factual statements in the Petition are within the affiant's personal knowledge and are true and correct or are supported by citations to the Appendix accompanying the Petition. The Exhibits in the Appendix are true and correct copies of the documents of record in the proceedings in the district court.

Dated this 8th day of September 2021.

ALVERSON TAYLOR & SANDERS



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CERTIFICATE OF SERVICE VIA CM/ECF

I hereby certify that on this 8th day of September 2021, I did serve, via Case Management/Electronic Case Filing, a copy of the above and foregoing **PETITION FOR WRIT OF MANDAMUS** addressed to:

Judge Nancy Allf
Eighth Judicial District Court, Department 27
200 Lewis Avenue
Las Vegas, Nevada 89155

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