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201-287-2460

Attorney for Defendant, Nikita C. Hughes 2nd,
SunTrust Equipment Financing & Leasing Corporation and Aaron’s, Inc.

JEAN O. DEJEAN AND MARIE R. DEJEAN,

Plaintiff,

v.

NIKITA C. HUGHES 2ND, SUNTRUST
EQUIPMENT FINANCING AND LEASING
CORPORATION, AARON’S, INC., JOHN
DOES AND JANE DOES 1-20,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ATLANTIC COUNTY

DOCKET NO.:ATL-L-2610-16

Civil Action

**ORDER GRANTING NOTICE OF
MOTION TO DISMISS COMPLAINT
WITH PREJUDICE PURSUANT TO 49
U.S.C.A. §30106 AS TO DEFENDANT
SUNTRUST EQUIPMENT FINANCING &
LEASING CORPORATION ONLY**

THIS MATTER having come before the Court upon the application of John J. Robertelli, Esq., attorney for Defendants, Nikita C. Hughes 2nd, SunTrust Equipment Financing & Leasing Corporation and Aarons, Inc., for an Order to dismiss complaint with prejudice against Defendant, SunTrust Equipment Financing and Leasing Corporation only, and the Court having reviewed the moving papers; and having considered the matter and good cause appearing;

IT IS on this _____ day of _____, 2017:

ORDERED that the Motion to Dismiss pursuant to 49 U.S.C.A §30106 brought on behalf of the SunTrust Equipment Financing and Leasing Corporation is granted; and

IT IS FURTHER ORDERED that all claims set forth in the Complaint filed on behalf of Plaintiffs Jean O. Dejean and Marie R. Dejean are hereby dismissed with prejudice as to Defendant SunTrust Equipment Financing and Leasing Corporation only; and

IT IS FURTHER ORDERED that a copy of the Order be served upon all counsel within 7 days of the date hereof.

_____ Opposed

_____ Unopposed



**NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE
COMMITTEE ON OPINIONS**

JAMES P. SAVIO, J.S.C.

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**MEMORANDUM OF DECISION
PURSUANT TO RULE 1:6-2(f)**

CASE: Dejean v. Hughes, et al

DATE: December 15, 2017

DOCKET #: ATL-L-2610-16

MOTION: Dismiss Complaint with Prejudice against SunTrust Equipment Financing and Leasing Corporation

MOVANT: John Robertelli, Esq. – Defendants – Nikita Hughes, 2nd, SunTrust Equipment Financing and Leasing Corporation, and Aaron's Inc.

PAPERS REVIEWED: Notice of Motion, Certification of Counsel

On November 29, 2016, plaintiffs, Jena O. Dejean and Marie R. Dejean, filed the Complaint. Defendant, SunTrust Equipment Financing and Leasing Corporation (SunTrust), is moving to dismiss plaintiffs' Complaint with prejudice. This is an automobile negligence action in which SunTrust is alleging that plaintiffs' claims are barred. This Court contacted plaintiffs' counsel and was advised that plaintiffs are not opposing this motion.

This case arises out of a two vehicle accident. Plaintiffs allege that their vehicle was hit by a vehicle operated by co-defendant, Nikita Hughes, while she was employed by Aaron's Inc. (Aaron's). The vehicle was leased from SunTrust by Aaron's. SunTrust was named in the

Complaint. SunTrust is alleging that no action can be maintained by plaintiffs against SunTrust as it had no role in the accident.

Pursuant to Federal Law, Section 14 of the Federal Transportation Equity Act of 2005, also known as the Graves Act, a company that is in the business of leasing vehicles is not liable for the torts of the driver.

49 U.S.C.A. § 30106:

An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reason of being the owner of the vehicle (or an affiliate of the owner), 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 (or an affiliate of 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).

New Jersey law is consistent with the federal statute. In Schimek v. Gibb Truck Rental Agency, 69 N.J. Super. 590 (App. Div. 1961), the Appellate Division held that a lessor of a truck cannot be held liable for damages sustained to the plaintiffs building when the truck collided with the building while being operated by a lessee. The appellate court, having examined and analyzed the above facts, concluded by stating that because the “requisite proof of agency... was absent, the common law liability of Gibb was not established.” Id. at 596. In addition, the Graves Act provides that an owner engaged in the trade or business of renting or leasing motor vehicles shall not be liable for damages in the absence of any negligence or criminal wrongdoing. Thus, an action based solely on vicarious liability is barred.

SunTrust was the lessor of the vehicle and it had has no other connections to this dispute. The Complaint against SunTrust is barred by Federal Law and New Jersey case law. Therefore,

this motion is granted as unopposed. The Complaint is dismissed with prejudice as to SunTrust only.

An appropriate Order has been entered. Conformed copies accompany this Memorandum of Decision.

James P. Savio, J.S.C.