

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 05-21841 CA 24

DEOPERSAD KUMARSINGH and
ROSALIE KUMARSINGH, his Wife,

Plaintiffs,

vs.

PV HOLDING CORP. and AVIS
RENT A CAR SYSTEM, INC.

Defendants.

**FINAL JUDGMENT FOR DEFENDANTS,
AVIS RENT A CAR SYSTEM, INC. AND PV HOLDING CORP.**

THIS CAUSE came on to be heard before me on September 20, 2006 upon the Motion for Summary Judgment of Defendants, AVIS RENT A CAR SYSTEM, INC. and PV HOLDING CORP., and the court, having previously granted the Defendants' Motion, now renders the following findings of fact, conclusions of law and final judgment:

FINDINGS OF FACT

1. The complaint recites that Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., were the owners/lessors of a motor vehicle rented to Juan Jose Lopez Ortiz.

2. Juan Jose Lopez Ortiz had a driver's license issued by the country of Mexico at the time the subject rental vehicle was rented to him.

3. Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., have admitted that Juan Jose Lopez Ortiz negligently operated the subject rental vehicle on December 23, 2004, causing the rental vehicle to strike the vehicle driven by Plaintiff, DEOPERSAD KUMARSINGH.

4. As a result of the subject motor vehicle accident, DOEPERSAD KUMARSINGH received permanent bodily injuries and his wife, ROSELIE KUMARSINGH, has claimed damages for loss of consortium of DOEPERSAD KUMARSINGH.

5. The Plaintiffs, DEOPERSAND KUMARSINGH and ROSALIE KUMARSINGH and the Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., have stipulated that the value of the Plaintiffs' damages is \$100,000.00.

6. The complaint in this case was filed on November 7, 2005.

7. In their complaint, the plaintiffs, DOEPERSAD KUMARSINGH and ROSELIE KUMARSINGH seek to hold the Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., liable on two theories of law: vicarious liability as owners/lessors of the subject motor vehicle and negligent entrustment of the motor vehicle.

8. On August 10, 2005, a new federal law, 49 U.S.C. §30106 part of the “Transportation Equity Act,” and sometimes referred to as the “Graves Amendment” took effect.

9. The complaint in this case was filed after the effective date of 49 U.S.C. §30106.

10. On December 23, 2004, the date of the accident, there was in full force and effect a certificate of self-insurance issued by the State of Florida, Department of Highway Safety and Motor Vehicles to Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC. Pursuant to the terms of this certificate, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC. satisfied the financial responsibility requirements of the State of Florida by having self-insurance in effect with limits of \$10,000/\$20,000/\$10,000, as required by §324.021(7) Fla. Stat. and have complied with §324.171 Fla. Stat., according to the self-insurance certificate.

CONCLUSIONS OF LAW

11. 49 U.S.C. §30106 known as the “Graves Amendment” has abrogated vicarious liability of automobile lessors in the State of Florida effective August 10, 2005 and, therefore, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC. cannot be vicariously liable to plaintiffs, DOEPERSAD KUMARSINGH and ROSELIE KUMARSINGH in this case.

12. PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC. have satisfied the financial responsibility requirements of the State of Florida pursuant to the aforesaid self-insurance certificate with limits of \$10,000/\$20,000/\$10,000.

13. The maximum limits of vicarious liability for short term automobile lessors as stated in §324.021(9) Fla. Stat. are “caps” on vicarious liability and are not “financial responsibility” requirements for the privilege of owning/operating a motor vehicle in the State of Florida. Further, the court finds that §324.021(9)(b)2 Fla. Stat. is no longer operative for cases filed after August 10, 2005 due to the fact that 49 U.S.C. §30106 has superseded all state laws on vicarious liability of automobile lessors.

14. Defendants, PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., did not negligently entrust the subject rental vehicle to Juan Jose Lopez Ortiz, because Mr. Ortiz presented a Mexican driver’s license at the time of rental and the vehicle was not, therefore, rented to an unlicensed driver, as erroneously alleged in the complaint. Moreover, Defendants PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., breached no legal duty to the defendants by renting a motor vehicle to a person with a driver’s license issued by the country of Mexico and, therefore, the exception to the abrogation of vicarious liability provided in 49 U.S.C. §30106 does not apply.

15. But for the "Graves Amendment," 49 USC §30106, this court would enter a judgment in the sum of \$100,000.00 against the Defendants pursuant to

§324.021(9)(b)2 Fla. Stat. However, in light of the "Graves Amendment," this court must limit the judgment to be entered against the Defendants to the financial responsibility requirements stated in §324.021(7) Fla. Stat.

FINAL JUDGMENT

Based upon the findings of fact and conclusions of law as above stated, it is the judgment of this court that Plaintiffs, DOEPERSAD KUMARSINGH and ROSALIE KUMARSINGH, shall recover the sum of \$10,000.00 from the Defendants PV HOLDING CORP. and AVIS RENT A CAR SYSTEM, INC., for which let execution issue.

The court reserves jurisdiction to award taxable costs at a later date.

DONE and ORDERED in Chambers at Miami-Dade County, Florida this
____ day of OCT 13 2006, 2006.

**MICHAEL A. GENDEN
CIRCUIT JUDGE**

Circuit Court Judge

copies furnished to:

Manuel Morales, Jr., Esq.
Philip E. Glatzer, Esq.