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In The  
Supreme Court of Florida

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Case No. SC08-2269

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RAFAEL VARGAS,

*Petitioner,*

v.

ENTERPRISE LEASING COMPANY, ELIZABETH PRICE  
and JIMMY MIDDLETON,

*Respondents.*

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*Appeal from the Fourth District Court of Appeal*

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**BRIEF OF *AMICUS CURIAE* TRUCK RENTING AND LEASING  
ASSOCIATION, INC. IN SUPPORT OF RESPONDENT  
ENTERPRISE LEASING COMPANY**

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## INTEREST OF THE AMICUS CURIAE

The *amicus curiae* Truck Renting and Leasing Association, Inc. (“TRALA”) is a national trade association whose member companies rent or lease vehicles in interstate commerce.<sup>1</sup> TRALA, among others, previously joined in a coalition to advocate for the adoption of 49 U.S.C. § 30106, commonly referred to as the “Graves Amendment,” enacted into law by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, Pub. L. No. 109-59, § 10208 (Aug. 10, 2005) (“SAFETEA-LU” or the “Federal statute”), and the repeal of vicarious liability statutes in several states and in Canada. Vicarious liability laws adversely affect TRALA’s member companies by substantially raising the costs of doing business nationwide, and limiting the availability of insurance coverage for owners of rented and leased vehicles. Because rented and leased vehicles are routinely driven across state lines, and such vehicles are an integral part of the seamless flow of interstate transportation, TRALA’s members are forced to account for those states, such as Florida, that impose vicarious liability on vehicle lessors. These extra costs are spread throughout the industry, and prior to enactment of the Graves Amendment TRALA estimated that vicarious liability requirements cost vehicle rental and leasing companies upwards of \$100 million annually.

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<sup>1</sup> A list of TRALA Member Companies is included in the Addendum.

TRALA, headquartered in Alexandria, Virginia, is a voluntary, not-for-profit national trade association founded in 1978 to serve as a unified and focused voice for the truck renting and leasing industry. Its mission is to foster a positive legislative and regulatory climate within which companies engaged in leasing and renting vehicles and trailers and related businesses can compete fairly in the North American marketplace.

TRALA members engage in commercial truck renting and leasing,<sup>2</sup> vehicle finance leasing, and consumer truck rental. The membership encompasses the full spectrum of the industry, including major national independent firms such as Ryder System, Penske Truck Leasing, U-Haul, Budget and Enterprise Truck Rental, as well as small and medium-size businesses that generally participate as members of four group systems: Mack Leasing, Volvo Truck Leasing, PacLease, and IdealLease. In total, these nearly 500 companies operate more than 4,000 commercial lease and rental locations and more than 18,000 consumer rental locations throughout the United States, Canada and Mexico.<sup>3</sup>

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<sup>2</sup> The term “renting” is a term of art in the vehicle leasing industry, generally meaning a transaction granting the exclusive use of a vehicle for 30 days or fewer, whereas a lease generally means a transaction granting the exclusive use of a vehicle for more than 30 days. Use of the term “lease” herein includes rentals.

<sup>3</sup> The TRALA membership also includes more than 100 supplier member companies providing equipment, products, and services to TRALA leasing company members.

The truck renting and leasing industry involves a vast network of truck transportation, logistics and related services. In 2003 there were 4,734,964 commercial trucks in classes 3 through 8<sup>4</sup> registered in the United States. Of that total, some 896,155, or approximately 19 percent, were operated pursuant to some form of lease agreement. Moreover, TRALA members account for upwards of 40 percent of all of the new commercial motor vehicles in classes 3 through 8 purchased each year in the United States.

Truck leasing customers represent virtually every segment of the North American economy.<sup>5</sup> Almost one-fifth of commercial trucks in the United States are operated under lease agreements. For vehicles operating in interstate commerce, as much as 90 percent of the total number of commercial vehicles may be operating under a lease agreement.

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<sup>4</sup> Classes 3 through 8 include commercial trucks over 10,000 pounds Gross Vehicle Weight (“GVW”) to 80,000 pounds GVW and above. Commercial trucks over 10,000 pounds GVW are generally subject to federal and state motor carrier safety regulations. *See* 49 C.F.R. Part 390.

<sup>5</sup> Those segments include the following: (1) wholesale/retail, (2) manufacturing, (3) general freight, (4) food processing/distribution, (5) miscellaneous other, (6) services, (7) forestry/lumber/wood products, (8) beverage processing/distribution, (9) agricultural farm, (10) moving and storage, (11) landscaping/horticulture/nursery service, (12) individual owner-operators, (13) petroleum, (14) sanitation/refuse, (15) government miscellaneous, (16) hazardous materials, (17) mining/quarry, (18) construction, (19) vehicle transporters, (20) specialized/heavy hauling, (21) sanitation-refuse combination, (22) general freight hazmat, (23) emergency vehicles, and (24) utility services.



Significantly, truck lessors do not control where a vehicle is operated once the lessee takes possession of the vehicle.<sup>6</sup> For example, a vehicle may be leased to a customer in Georgia by a lessor located in Georgia, and with no commercial locations outside of that state, but the customer may operate the vehicle in dozens of states throughout the term of the lease without seeking permission from or even notifying the lessor. Further, according to data from the American Trucking Associations,<sup>7</sup> the average length of a single trip for all trucking operations is 469 miles, indicating these vehicles operate over a wide range of states on a daily basis.

To aid in this freedom of movement, truck lessors generally register their vehicles over 26,000 pounds through the International Registration Plan, which allows the vehicles to be operated in all states without any special permits or additional licensing. Lessors also generally arrange to pay fuel taxes for these vehicles through the International Fuel Tax Agreement, which serves as a

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<sup>6</sup> See, e.g., *Truck Renting and Leasing Ass'n, Inc. v. Comm'r of Revenue*, 433 Mass. 733; 746 N.E.2d 143, 145 (2001) (Lessors “retained ownership of the vehicles and the lessees were granted ‘exclusive dominion and control’ at all times.”); *Marx v. Truck Renting and Leasing Ass'n, Inc.*, 520 So.2d 1333 (Miss. 1987) (“[N]either Ryder nor Saunders have equipment here and do not consistently utilize the Mississippi highways. In fact, they have no control over which highways the lessees of their vehicles use once those vehicles are leased.”).

<sup>7</sup> Thomas M. Corsi, *The Truckload Carrier Industry Segment, Trucking in the Age of Information*, Ashgate Publishing (2004); based on the author’s calculations from 2001 Motor Carrier Annual Report, American Trucking Associations, Inc., Alexandria, Virginia.

clearinghouse for state fuel tax payments to each state in which the vehicle is operated.

TRALA's members also include the Industry Council for Vehicle Renting and Leasing<sup>8</sup> (the "Industry Council"), a coalition of automobile and truck lessors formed to address the issues facing the broader vehicle renting leasing industry, including state vicarious liability laws.

This free flow of vehicles in interstate commerce illustrates why vicarious liability imposed by a single state can adversely affect vehicle leasing operations nationwide. In the above example, if the vehicle leased in Georgia is operated by the lessee in Florida and is involved in an accident in this state, the Georgia-based lessor could be subject to the liability imposed under Florida law, without ever having any intent to do business in the state or to subject itself to such laws.

Moreover, the leased vehicle does not even have to be operated in Florida to subject the lessor to vicarious liability. If the injured party is a resident of Florida, or the parties have some other connection to the state, the trial court may, through choice of law principles, opt to apply the substantive law of Florida, including its

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<sup>8</sup> The Industry Council members are Avis Budget Group, Daimler Chrysler Truck Financial, Dollar Thrifty Automotive Group, Enterprise Rent-A-Car, Key Equipment Finance, Navistar Financial Corporation, Penske Truck Leasing Company, Ryder System, U-Haul International, and PACCAR Financial Services Corporation.

vicarious liability statute, even if the accident occurred outside of Florida and/or the lawsuit is brought in the courts of another jurisdiction besides Florida.<sup>9</sup>

Florida's vicarious liability law therefore increases the costs of doing business for all car and truck lessors wherever their principal place of business or the location of their leasing facilities. For lessors located in Florida or in a bordering state, the potential liabilities, and therefore the increased costs of operation, are much greater, resulting in significantly higher consumer prices. Because truck lessors provide vehicles to virtually every type of manufacturing, wholesale and retail entity in the country, the increased costs show up in higher costs of distributing virtually every type of product sold in the United States.

The history of the Graves Amendment illustrates the devastating impact that "liability without fault" laws have on vehicle lessors: many leasing entities were forced out of the market due to vicarious liability laws in just a handful of states.<sup>10</sup> For example, a number of press articles described the additional costs and other effects of the New York vicarious liability law on vehicle lessors in that state. One article noted, "Try to reserve a Hertz or Avis vehicle in Brooklyn or the Bronx, and

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<sup>9</sup> This possibility was discussed in congressional hearings during the consideration of a precursor to the Graves Amendment. *See* Prepared Statement of Rep. Oxley, The Rental Fairness Act, 1999 WL 959128 (Oct. 20, 1999).

<sup>10</sup> *See* Prepared Statement of Ms. Sharon Faulkner, the Rental Fairness Act, 1999 WL 959129 (Oct. 20, 1999) (stating that due to vicarious liability laws she sold her small car rental company to a competitor and that over 300 car rental companies had closed in New York between 1990 and 1999).

you may face a surcharge of \$60 or \$80 a day over what the same car would rent for in the rest of the country.” Walter Olson, *Silver’s Wreck*, N.Y. Post, June 9, 2003.

This cost imposed a heavy toll on lessors. An April 1, 2004 article from the New York Sun noted, “By most estimates there were still about 400 independent rental agencies operating in New York two years ago. Today, there are only about 50. Within a year, there may be none.” William Tucker, *The Great Car-Rental Wipeout*, N.Y. Sun, April 1, 2004. *See also*, Tom Incantalupo, *Auto Leasing May Return to NY, Companies Would Resume Leasing If Bush Signs Bill Freeing Them from 1924 State Law on Accident Liability*, Newsday, Aug. 2, 2005; Michael Cooper, *Congress Passes Bill Nullifying a State Law, and Making It Easier to Lease Cars in New York*, N.Y. Times, Aug. 4, 2005.

The Graves Amendment eliminated vicarious liability to impose a uniform, nationwide legal structure under which a vehicle lessor could not be held liable for damages resulting from an accident merely because it owned the vehicle. This approach affords consistent and predictable application of liability laws based on fault alone, which promotes the free flow of interstate commerce.

Florida was one of a handful of states that retained vicarious liability before the Graves Amendment. Some 44 states had already eliminated vicarious liability for lessors.

The overwhelming weight of legal authority shows that Congress was within its power to pass the Graves Amendment, and specifically intended to preempt Florida's vicarious liability laws. Moreover, TRALA's membership offers significant support for the notion that the Graves Amendment substantially impacts interstate commerce.

### **SUMMARY OF ARGUMENT**

The Florida statute at issue here, § 324.021(9)(b)(2) is a vicarious liability law, imposing liability on vehicle lessors solely for the fault of their lessees. Petitioner attempts to overcome the plain language and history of the Graves Amendment by arguing that the statute at issue is in a chapter of the Florida statutes dealing with financial responsibility, and thus is saved under the Graves Amendment. The proper analysis, however, is to discern Congress' intent.

Congress intended to preempt such laws because they place a significant economic burden on interstate commerce. The plain language of the Graves Amendment demonstrates its preemptive effect on the Florida statute. Moreover, Congress specifically intended to preempt Florida's law. The legislative history indicates that Florida was one of only a few states that continued to impose vicarious liability on the lessors of rental vehicles, and repeated references in the legislative history show that Florida's law was specifically intended to be preempted.

Moreover, Florida courts have consistently referred to the Florida statute as imposing vicarious liability. It is not a financial responsibility statute. Any doubt about that question was answered by the strong and well-reasoned opinion of the United States Court of Appeals for the Eleventh Circuit's decision in *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F. 3d 1242 (11<sup>th</sup> Cir. 2007), which ruled that the Graves Amendment preempted the Florida statute.

Further, the Graves Amendment is clearly constitutional. Under a proper constitutional analysis, the Graves Amendment is a legitimate exercise of Congress' power to regulate the instrumentalities of interstate commerce. At the very least, as the *Garcia* court found, the Amendment regulates a commercial market that substantially affects interstate commerce. Petitioner provides no valid support for the notion that the Graves Amendment is unconstitutional.

## **ARGUMENT**

### **I. THE FLORIDA STATUTE AT ISSUE IS A VICARIOUS LIABILITY LAW SPECIFICALLY INTENDED TO BE PREEMPTED BY CONGRESS, AND IS NOT A FINANCIAL RESPONSIBILITY LAW**

Petitioner asserts that the Florida statute is a financial responsibility law not preempted by the Graves Amendment because the Florida legislature has placed § 324.021(9)(b)(2), Fla. Stat. (2007) in a chapter of the Florida statutes labeled "Financial Responsibility." Pet.'s Brief at 8. But under proper preemption analysis, the Court's objective should be to discern Congress' intent, and not rely

on an inconsequential chapter heading to determine the Florida legislature's intent. *Garcia v. Vanguard Car Rental USA, Inc.*, 510 F. Supp. 2d 821, 829 (M.D. Fla. 2007) ("Whether the Graves Amendment preempts § 324.021(9)(b) turns on an interpretation of the federal statute itself . . ."). Preemption may occur if the federal statute expressly preempts state law, if it occupies the field, or if the state law presents a conflict with the full accomplishment with the federal law. *Pharmaceutical Research and Manufacturers of America v. Meadows*, 304 F.3d 1197, 1205 (11<sup>th</sup> Cir. 2002); *State v Harden*, 873 So. 2d 352, 354 (Fla. 3d Dist. Ct. App. 2004) (applying *Pharmaceutical Research's* preemption analysis). The language and legislative history of the Graves Amendment show Congress expressly intended to preempt Florida law.

The Graves Amendment provides that vehicle lessors may not be held liable merely on the basis of their ownership of the vehicle; liability may not attach unless the lessor was negligent or committed some criminal wrongdoing. 49 U.S.C. § 30106 (a). Enterprise falls within the protection of subsection (a) – it is in the business of renting and leasing vehicles, is not accused of any negligence or criminal wrongdoing, and Petitioner seeks to hold it liable solely because it owns the vehicle involved in the accident. Moreover, the Florida statute clearly is a vicarious liability law because it imposes liability solely based on the ownership of the vehicle, and not because the owner was negligent in any way. *Garcia v.*

*Vanguard Car Rental USA, Inc.*, 540 F. 3d 1242, 1245-46 (11<sup>th</sup> Cir. 2008). Thus, the plain language of the Graves Amendment shows Congress' intent to preempt Florida's law.

The legislative history also provides evidence of Congress' intent specifically to preempt Florida's law. Prior to enactment of the Graves Amendment, only a small number of states, including Florida, imposed vicarious liability on vehicle renting and leasing companies. In introducing his amendment, Rep. Sam Graves (6th Dist. - Mo.) stated the law's purpose:

Mr. Chairman, I am here today to correct an inequity in the car and truck renting and leasing industry. By reforming vicarious liability to establish a national standard that all but a small handful of States already follow, we will restore fair competition to the car and truck renting and leasing industry and lower costs and increase choices for all consumers.

151 Cong. Rec. H1200 (daily ed. March 9, 2005).

In an earlier version of the Graves Amendment, Congress considered the Rental Fairness Act of 1999 ("RFA") H.R. 1954, 106<sup>th</sup> Cong. (2002), which contained language similar to the Graves Amendment but which did not pass Congress.<sup>11</sup> The House Commerce Committee report on the RFA emphasized that the law intended to counteract a limited number of states that maintained vicarious liability laws. The report states:

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<sup>11</sup> The court may consider the legislative history of the RFA because its language and purpose was nearly identical to the Graves Amendment. *See Landgraf v. USI Film Prod.*, 511 U.S. 244, 261-63 (1994).



Vicarious liability is liability for the tort or wrong of another person. It is an exception to the general legal rule that each person is accountable for his own legal fault, but in the absence of such fault is not responsible for the actions of others. *In a small minority of States*, companies that rent or lease motor vehicles are held ‘vicariously’ liable for the negligence of their renters or lessees. . . . *These small number* of vicarious liability laws pose a significant competitive barrier to entry for smaller companies attempting to compete in these markets who cannot afford insurance coverage for potentially unlimited liability.

H.R. Rep. 106-774, pt. 1, at 4-5 (July 20, 2000) (emphasis added).

The legislative history shows that Florida specifically was one of those states whose vicarious liability laws were intended to be preempted. Representative Jerrold Nadler of New York, an opponent of the legislation, listed Florida as among the states with laws that would be preempted:

This amendment, if passed, would nullify the laws of 15 States and the District of Columbia and would have the disastrous effect of allowing rental car companies to lease vehicles to uninsured drivers with no recourse for innocent victims should an accident occur. . . . Anybody, Republican or Democrat, who is from Arizona, Connecticut, Delaware, Iowa, Maine, Nevada, New York, Rhode Island, the District of Columbia, California, *Florida*, Idaho, Michigan, Minnesota, Oklahoma, and Wisconsin should not vote for this amendment, Republican or Democrat, unless you want to say to your State legislators: *We are going to preempt* the law of New York, of California, of *Florida*, wherever, because we know better.

151 Cong. Rec. H1200 (daily ed. March 9, 2005) (Rep. Nadler) (emphasis added).

The “Minority Views” section of the House report also lists Florida among those states whose laws would be preempted by the RFA. H.R. Rep. 106-774, pt. 1, at 13 (“The proponents of H.R. 1954 intend that the legislation preempt

‘vicarious liability’ laws in 11 states (*Florida*, New York, California, Iowa, Michigan, Minnesota, Nevada, Idaho, Maine, Connecticut, and Rhode Island) and the District of Columbia. . .” (emphasis added)). During hearings on the RFA, Florida was listed as one of the states whose law would be preempted by the federal act. *See* Prepared Statement of Mr. Richard H. Middleton, Jr., 1999 WL 9591131, at 3 (Oct. 20, 1999) (listing Florida as a state imposing vicarious liability).

Both the plain language and the legislative history of the Graves Amendment demonstrate Congress expressly intended to give the statute preemptive effect. Not only was the Graves Amendment intended to preempt state laws generally, but the legislative history confirms that Congress intended to preempt Florida law specifically.

Moreover, Florida courts have long described the Florida statute as a vicarious liability law. This Court, in *Abdala v. World Omni Leasing, Inc.*, 583 So. 2d 330 (Fla. 1991), upheld the constitutionality of the Florida statute with respect to lessors who enter into long-term leases with their customers. Throughout its decision, this Court consistently described the statute as one of vicarious liability. The Court reiterated the holding in *Kraemer v. General Motors Acceptance Corp.*, 572 So. 2d 1363 (Fla. 1990) that “under Florida’s dangerous instrumentality doctrine, long-term lessors of automobiles are *liable for damages caused by*

*drivers of the leased automobiles.” Id. at 332 (emphasis added).* The legislature acted “to *eliminate* long-term lessors’ *liability* under the dangerous instrumentality doctrine . . .” *Id.* (emphasis added). The court held, “Limiting the liability of one *vicariously liable* does not equate to denial of access to court.” *Id.* at 333 (emphasis added). The court further noted that the legislature “can determine the circumstances permitting *vicarious liability* . . .” *Id.* (emphasis added).

In *Enterprise Leasing Co. South Central, Inc. v. Hughes*, 833 So. 2d 832 (Fla. 1st DCA 2002), the court held that the Florida statute “merely limits the liability of short-term lessors.” *Id.* at 838. The court further stated, “*The statute reduces responsibility for damages arising from the fault of others,*” *id.* (emphasis added) – a clear and concise a definition of vicarious liability. So as not to miss the point, the court continued, “The statute merely caps the amount of damages *for the vicarious liability of the lessor.*” *Id.* (emphasis added). The court made a number of other references to the statute as one of vicarious liability.<sup>12</sup>

Finally, in *Sontay v. Avis Rent-A-Car Systems, Inc.*, 872 So. 2d 316 (Fla. 4th DCA 2004), the court affirmed a final judgment for Avis against a claim for “vicarious liability,” among others. The court found that the Florida statute

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<sup>12</sup> See *Hughes*, 833 So. 2d at 838 (citing *Abdala*’s holding that the state legislature can “determine the circumstances permitting vicarious liability”), at 838 (the statute “merely limits a plaintiff’s available damages from the owner of the vehicle”), and at 839 (“Although the statute, as amended, reduces the *vicarious liability* of short-term lessors, a plaintiff can still be recompensed from the lessee or operator of the vehicle.” (emphasis added)).

“effectively limits the *vicarious liability* of a short-term automobile lessor.” *Id.* at 318 (emphasis added). The court noted *Abdala*’s approval of subsection (1) of the Florida statute, “which eliminated the vicarious liability of long-term lessors provided the lessee maintains certain levels of insurance coverage.” *Id.* at 318-19.

In each of these cases, Florida courts referred to the Florida statute as a vicarious liability statute. The Florida statute has always been considered by Florida courts to be a vicarious liability law, designed to place liability on a party who itself is without fault. That is the very type of law the Graves Amendment was enacted to preempt.

The Eleventh Circuit’s decision in *Garcia* refutes the notion that § 324.021(9)(b) (2), Fla. Stat. is a financial responsibility statute. The court there found that the Graves Amendment’s language and context indicate “Congress used the term ‘financial responsibility law’ to denote state laws which impose insurance-like requirements . . .” *Garcia*, 540 F.3d at 1247. The court also found that the common legal usage of the term “financial responsibility law” refers to liability insurance or its functional equivalent. *Id.*

Finally, the court rejected arguments that the term could be construed to encompass the notion of vicarious liability. *Id.* at 1248. To allow arguments that § 324.021(9)(b), Fla. Stat. is a financial responsibility statute would run afoul of the rule against surplusage. *Id.* The court stated, “If we construe the Graves

Amendment’s savings clause as appellants wish, it would render the preemption clause a nullity. . . . The exception would swallow the rule.” *Id.* Petitioner here does not, and cannot, provide any argument to refute *Garcia’s* well-reasoned ruling. The Florida statute is not a financial responsibility law. It is a vicarious liability law exactly of the type the Graves Amendment is designed to preempt.

## **II. THE GRAVES AMENDMENT IS A LEGITIMATE EXERCISE OF CONGRESSIONAL POWER UNDER THE COMMERCE CLAUSE**

Enterprise sets forth a comprehensive argument that the Graves Amendment is a constitutional exercise of Congress’ power to regulate interstate commerce under the Commerce Clause, U.S. Const. art. 1, § 8, cl. 3. Rented and leased motor vehicles are instrumentalities in interstate commerce, and renting and leasing vehicles are activities that substantially affect interstate commerce, and thus may be regulated under the Commerce Clause. *See Gonzalez v. Raich*, 545 U.S. 1, 33-39 (2004) (J. Scalia, concurring); *United States v. Lopez*, 514 U.S. 549, 558 (1995).

Petitioner asserts that the Graves Amendment regulates intrastate tort law, which has no bearing on interstate commerce, principally relying on *United States v. Lopez*, 514 U.S. 549 (1995) and *United States v. Morrison*, 529 U.S. 598 (2000). Appellants’ reliance on these cases is misplaced.<sup>13</sup>

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<sup>13</sup> Petitioner also relies on two federal district court decisions, *Vanguard Car Rental, U.S.A. v. Huchon*, 532 F. Supp. 2d 1371 (S.D. Fla. 2007) and *Vanguard Car Rental, U.S.A. v. Drouin*, 521 F. Supp. 2d 1343 (S.D. Fla. 2007). As Petitioner notes, both of those cases were decided before the Eleventh Circuit’s *Garcia* decision, and both have been abrogated as a result. *See Addendum.*

In *Lopez*, the Supreme Court invalidated the Gun Free School Zones Act of 1990, which made it a federal crime to knowingly possess a firearm in a school zone. *Lopez*, 514 U.S. at 553. The Court characterized the law as a “criminal statute that by its terms has nothing to do with ‘commerce’ or any sort of economic enterprise, however broadly one might define those terms.” *Id.* at 564. The Court in *Morrison* struck down a federal statute, the Violence Against Women Act, that provided a civil remedy provision for gender-based crimes. *Morrison*, 529 U.S. at 615. Like *Lopez*, *Morrison* found that the statute lacked a “substantial effect on interstate commerce” because the activity sought to be regulated – violence against women – was not an economic endeavor. In both *Lopez* and *Morrison*, the Court confronted a statute in which Congress sought to regulate criminal behavior which its supporters asserted had adverse affects on interstate commerce. In neither case was the regulated activity a commercial or economic endeavor.

**1. The Plain Language of the Graves Amendment Shows its Application to Commercial Activity.**

Contrary to those cases, the Graves Amendment seeks to regulate a quintessentially economic activity – the renting and leasing of motor vehicles to the public. The plain language of the Federal statute provides that its protections apply only if the owner of the vehicle “is engaged in the *trade or business* of renting or leasing motor vehicles.” 49 U.S.C. § 30106 (a)(1).

The Graves Amendment provides that its protections arise only when “[a]n owner of a motor vehicle . . . rents or leases the vehicle to a person . . .,” and there is harm to persons or property that arises out of the use, operation or possession of the vehicle “during the period of the rental or lease . . .” 49 U.S.C. § 30106 (a). There can be no plainer statement of commercial activity. The protected party must be engaged in the leasing business to receive the protections of the statute, which apply only when there is a business transaction (the lease) and only during the term of the lease transaction.

The rental or lease of a motor vehicle is a commercial transaction between two private entities. The vast number of these commercial transactions involve or are a direct consequence of interstate travel. As mentioned above, the truck renting and leasing industry itself has almost 900,000 commercial motor vehicles under lease or rental in any year. The total automobile leasing and renting industries have several million automobiles subject to lease or rental at any given time. The financial impact on vicarious liability laws were found by Congress to be extraordinary – estimated at \$100 million annually – such that Federal legislation was needed to confront this national issue. Further, Congress recognized that while the majority of states did not hold rental companies vicariously liable, the essentially interstate nature of the vehicle rental and leasing industry forced rental companies to account for those states that did, such as Florida. This economic

reality lead Congress to adopt a nationally uniform scheme preventing states from holding rental and leasing companies vicariously liable, thus allowing such companies to engage in transactions involving interstate commerce without fear of facing liability in certain states based solely on the wrongdoing of their customers.

Unlike the attenuated connection the criminal statutes involved in *Lopez* and *Morrison* had to interstate commerce, here Congress acted to regulate an unquestionable economic activity, vehicle renting and leasing, by those engaged in the business of vehicle leasing and renting. Petitioner's attempt to compare this case to *Lopez* and *Morrison* simply does not support their contention that Congress did not act within its constitutional power to regulate interstate commerce.

## **2. The *Garcia* Decision Persuasively Demonstrates the Graves Amendment's Constitutionality.**

The highest court to have confronted this issue thus far has concluded that the Graves Amendment is constitutional. In *Garcia*, the Eleventh Circuit reasoned that the Graves Amendment should not be analyzed under the "considerations elaborated in *Morrison* and *Lopez*," but instead "is properly analyzed under the aggregation doctrine of" *Gonzalez v. Raich*, 545 U.S. 1 (2005). *Garcia*, 540 F.3d at 1251-52. Under that proper analysis, the court found that "the commercial leasing of cars is, in the aggregate, an economic activity with substantial effects on interstate commerce." *Id.* at 1252. As such, the court found that the Graves Amendment is constitutionally "valid." *Id.* at 1253.



While not binding on this Court, the *Garcia* decision is the highest court yet to rule on the constitutionality of the Graves Amendment. The only two other cases cited by Petitioner in support of his constitutional argument have been overturned by *Garcia*. TRALA urges this Court to follow the reasoning in *Garcia* and rule that the Graves Amendment is constitutional.

### CONCLUSION

For the reasons stated herein and in the brief of Respondent Enterprise Leasing Company, TRALA urges the Court to uphold the decision of the Fourth District Court of Appeal and find that the Graves Amendment constitutionally preempts the Florida vicarious liability statute at issue.

Respectfully submitted,



Richard P. Schweitzer  
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Washington, D.C. 20006  
(202) 223-3040

Counsel for *Amicus Curiae*  
Truck Renting and Leasing  
Association, Inc.

September 3, 2009

**CERTIFICATE OF SERVICE**

I, John C. Kruesi, Jr., being duly sworn according to law and being over the age of 18, upon my oath depose and say that:

Counsel Press was retained by Richard P. Schweitzer, Attorney for Counsel for *Amicus Curiae* Truck Renting and Leasing Association, Inc., to print this document. I am an employee of Counsel Press.

On this **3<sup>rd</sup> day of September, 2009**, I caused 2 true and correct copies of the foregoing Brief of *Amicus Curiae* Truck Renting and Leasing Association, Inc. in Support of Respondent Enterprise Leasing Company to be served on the following by United States Mail, postage pre-paid:

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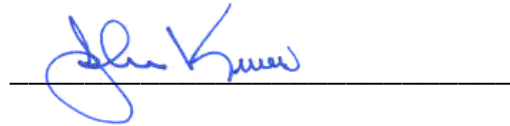
The Original and 7 copies have been sent to the Court on the same date via  
Federal Express, overnight delivery to the following address:

Florida Supreme Court  
Attention: Clerk's Office  
500 South Duval Street  
Tallahassee, Florida 32399-1927  
850-488-0125

and an electronic copy (in MS Word format) has been email to the Court at:

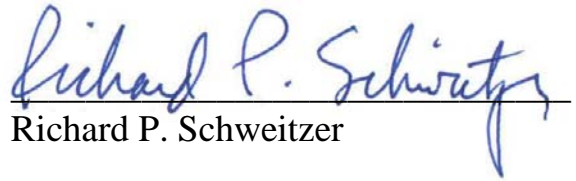
[e-file@flcourts.org](mailto:e-file@flcourts.org).

September 3, 2009



**CERTIFICATE OF TYPEFACE COMPLIANCE**

The undersigned certifies that this Brief of *Amicus Curiae* Truck Renting and Leasing Association, Inc. in Support of Respondent Enterprise Leasing Company is typed in 14 point (proportionately spaced) Times New Roman, in compliance with Rule 9.210 of the Florida Rules of Appellate Procedure.

  
Richard P. Schweitzer

Counsel for Truck Renting and  
Leasing Association, Inc.

## ADDENDUM

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## **TRALA MEMBER COMPANIES**

1ST SOURCE BANK  
3PL CORPORATION  
3-STATE TRUCK LEASING & RENTAL  
A & D TRUCK LEASING  
A.M. HAIRE TRUCK BODIES  
ADVANTAGE TRUCK LEASING  
AIRWAYS NAT TRUCK RENTALS  
ALBANY MACK LEASING  
ALCOA WHEEL & TRANSPORTATION PRODUCTS  
ALL SERVICES LEASING, INC.  
ALL STAR IDEALEASE  
ALLISON TRANSMISSION INC.  
ALLSTATE LEASING, LLC  
ALLSTATE OHIO LEASING, LLC  
ALLTRUCK LEASING  
AMTRALEASE TRUCK RENTAL  
ANTHONY LIFTGATES, INC.  
ARAMARK UNIFORM SERVICES  
ARCHER IDEALEASE  
ARTHUR LEASING  
ARVINMERITOR, INC.  
ASTLEFORD IDEALEASE  
ATTERBERY IDEALEASE  
AUTOCAR TRUCK CORPORATION  
AVION TRANSPORTATION GRAPHICS  
B.I.T. IDEALEASE  
BADGERLAND IDEALEASE  
BANNER RENTAL & LEASING LLC  
BARCO IDEALEASE  
BAYVIEW PACLEASE  
BCI IDEALEASE  
BELL LEASE  
BENDIX COMMERCIAL VEHICLE SYSTEMS LLC  
BENTLEY TRUCK SERVICES, INC.  
BERGEY'S LEASING ASSOCIATES  
BIG FREIGHT SYSTEMS, INC.  
BLUEGRASS IDEALEASE  
BOWMAN TRUCK LEASING, LLC  
BRATTAIN IDEALEASE  
BRICKYARD IDEALEASE  
BRIDGESTONE BANDAG TIRE SOLUTIONS  
BRODY TRANSPORTATION CO.  
BRUCKNER LEASING CO., INC.  
BTR TRUCKS, INC.  
BUSH TRUCK LEASING, INC.  
BUSTIN INDUSTRIAL PRODUCTS  
BWAB IDEALEASE  
C.T.S. LEASE & RENTAL  
CALGARY PETERBILT LEASING  
CALMONT PACIFIC LEASING

CAMION INTERNATIONAL WEST ISLAND  
CARMENITA LEASING  
CAROLINA IDEALEASE  
CARRIER IDEALEASE  
CARRIER TRANSICOLD  
CARTER EXPRESS  
CASCADIA IDEALEASE  
CATAWBA RENTAL COMPANY,  
CENTER CITY IDEALEASE  
CENTER STATE IDEALEASE  
CENTURY LEASING LLC  
CHAMPLAIN LEASING, INC.  
CHARTER IDEALEASE  
CHEESEMAN LLC  
CHESAPEAKE TRUCK LEASING,  
CIT PACLEASE  
CITICAPITAL COMMERCIAL CORPORATION  
CLR LEASING  
CMA, LLC DBA DOUBLE COIN TIRE  
COAST COUNTIES PETERBILT PACLEASE  
COASTAL IDEALEASE  
COMDATA CORPORATION  
CONTINENTAL TIRE NORTH AMERICA, INC.  
CONVOY LEASCO LLC  
CONWAY BEAM LEASING  
COOKSON IDEALEASE  
CORCENTRIC  
CORNHUSKER IDELALEASE L.L.C.  
COTTINGHAM & BUTLER, INC.  
CO-VAN IDEALEASE  
COVINGTON ASSOCIATES LLC  
CPC LOGISTICS INC.  
CROSSROADS TRUCK SOLUTIONS  
CUMBERLAND IDEALEASE  
CUMMINGS LEASING, INC.  
CUMMINS FILTRATION  
CUMMINS INC.  
CURRIE LEASING  
CUSTOM TRUCK LEASING, INC.  
DAIMLER FINANCIAL SVCS  
DAIMLER TRUCKS N. AMERICA  
DANA HOLDING CORPORATION  
DAWSON TRUCK PARTS  
DEALER SOLUTIONS LLC  
DEBAUCHE IDEALEASE  
DECAROLIS TRUCK RENTAL INC.  
DEFIANCE TRUCK IDEALEASE  
DELMAR, A PART OF CENGAGE LEARNING  
DEL-VAL LEASING COMPANY  
DETROIT DIESEL CORPORATION  
DIAMOND IDEALEASE  
DIAMOND TRUCK LEASING CORPORATION  
DIVERSIFIED TRUCK LEASING

DIXON HUGHES PLLC  
DODGE CITY IDEALEASE  
DONAHUE IDEALEASE  
DONALDSON COMPANY, INC.  
DORAN LEASING COMPANY  
DOUBLE COIN TIRES  
DSU PETERBILT PACLEASE  
EAST COAST IDEALEASE  
EASTERN MICHIGAN PACLEASE  
EATON CORPORATION - ROADRANGER  
EDDIE'S LEASING  
EDMONTON KENWORTH LEASING  
EFFINGHAM IDEALEASE  
ELLIOT WILSON PACLEASE  
EMPIRE TRUCK RENTAL LLC  
ENHANCED VEHICLE APPLICATIONS LLC  
ENRICH SOFTWARE CORP.  
ENTERPRISE COMMERCIAL TRUCKS  
EZ FUEL & TANK SOLUTIONS  
F. W. STRECKER LEASING SYSTEM  
FIRSTLEASE, INC.  
FIVE STAR IDEALEASE  
FLEET LOGIC LLC  
FLEET MASTER, INC.  
FLEET ONE, LLC  
FLEETMASTER LEASING CORPORATION  
FLEETNET AMERICA, INC.  
FOLTZ TRUCKING INC.  
FONTAINE INTERNATIONAL  
FORD MOTOR CO. - NORTH AMERICAN FLEET OPERATIONS  
FOUR RIVERS PACLEASE  
FOUR STAR LEASING, LLC  
FOUR STAR TRANSPORTATION  
FOX IDEALEASE  
FRAZEE IDEALEASE  
FREEDOM TRUCK CENTERS  
FREIGHTLINER CORPORATION  
FREIGHTLINER OF TOLEDO  
FREIGHTLINER RED DEER  
FRENCH-ELLISON PACLEASE  
FRONTIER IDEALEASE  
FRONTIER PETERBILT PACLEASE  
FURLOW'S IDEALEASE  
G.L. SAYRE PETERBILT PACLEASE  
GABRIELLI PACLEASE  
GARAGE ROBERT IDEALEASE  
GATR OF SAUK RAPIDS  
GE CAPITAL FLEET SERVICES  
GE CAPITAL SOLUTIONS  
GENERAL MOTORS FLEET & COMMERCIAL OPERATIONS  
GENERAL TRUCK LEASING, LLC  
GIBBS IDEALEASE  
GLOVER IDEALEASE



GOLDEN STATE PETERBILT PACLEASE  
GOODMAN IDEALEASE  
GOODYEAR TIRE & RUBBER COMPANY  
GREAT DANE TRAILERS  
GREAT LAKES IDEALEASE  
GREAT LAKES PACLEASE  
GREAT PLAINS IDEALEASE  
GREAT PLAINS TRUCK LEASING  
GREAT WEST TRUCK LEASE & RENTALS, LTD.  
H.K. TRUCK SERVICES, INC.  
H.L. GAGE SALES, INC.  
HANSON IDEALEASE  
HARCO NATIONAL INSURANCE COMPANY  
HARVEY IDEALEASE  
HARVEY MACK SALES & SERVICES  
HAWKEYE IDEALEASE  
HDA PARTS NETWORK  
HENDRICKSON  
HERCULES MANUFACTURING COMPANY  
HERITAGE TRUCK LEASING  
HIGHWAY MOTORS IDEALEASE  
HILL IDEALEASE  
HINO TRUCKS  
HOGAN MOTOR LEASING, INC.  
HORTON, INC.  
HUDSON VALLEY IDEALEASE  
HUNTER IDEALEASE  
HUNTER PETERBILT PACLEASE  
HUSKY IDEALEASE  
IDEALEASE OF ACADIANA  
IDEALEASE OF ATLANTA  
IDEALEASE OF BALTIMORE  
IDEALEASE OF BALTIMORE EAST  
IDEALEASE OF CENTRAL MARYLAND  
IDEALEASE OF CENTRAL NEW YORK  
IDEALEASE OF CENTRAL WISCONSIN  
IDEALEASE OF CERNI MOTORS  
IDEALEASE OF CHICAGO  
IDEALEASE OF CHICAGO-HUNTLEY  
IDEALEASE OF DETROIT  
IDEALEASE OF EL PASO  
IDEALEASE OF FLINT  
IDEALEASE OF FREDERICK  
IDEALEASE OF GREENSBURG  
IDEALEASE OF HAGERSTOWN  
IDEALEASE OF HAWAII  
IDEALEASE OF HOUSTON  
IDEALEASE OF JACKSON  
IDEALEASE OF JACKSONVILLE  
IDEALEASE OF LAS CRUCES  
IDEALEASE OF LIMA  
IDEALEASE OF LOS ANGELES  
IDEALEASE OF MADISON

IDEALEASE OF MAINE  
IDEALEASE OF MIAMI  
IDEALEASE OF MODESTO/TURLOCK  
IDEALEASE OF NORTHEAST WISCONSIN  
IDEALEASE OF ORLANDO  
IDEALEASE OF PLATTSBURGH  
IDEALEASE OF RENO/SPARKS  
IDEALEASE OF RICHMOND  
IDEALEASE OF SAN DIEGO  
IDEALEASE OF SAVANNAH  
IDEALEASE OF STOCKTON  
IDEALEASE OF TEXARKANA  
IDEALEASE OF TOLEDO  
IDEALEASE OF TRI-CITIES TN-VA  
IDEALEASE OF TUPELO  
IDEALEASE OF WESTERN MICHIGAN  
IDEALEASE PETERBOROUGH  
IDEALEASE, INC.  
IMPERIAL SUPPLIES LLC  
INDIANA MACK LEASING LLC  
INLAND KENWORTH  
INLAND PACLEASE  
INTERLIFT, INC.  
INTERNATIONAL DECISION SYSTEMS, INC.  
INTERNATIONAL TRUCK & ENGINE CORPORATION  
INTERSTATE TRUCK LEASING  
IRL IDEALEASE LTD  
ITS COMPLIANCE, INC.  
J & B LEASING INC.  
J. T. & S. TRUCK RENTAL  
J.J. KELLER & ASSOCIATES, INC.  
JAIN TRUCK LEASE LTD  
JEL IDEALEASE  
JOHNSON REFRIGERATED TRUCK BODIES  
JOST INTERNATIONAL  
JX PACLEASE - MILWAUKEE  
K. NEAL IDEALEASE  
KALMAR INDUSTRIES CORP.  
KARMAK, INC.  
KENWORTH NORTHWEST PACLEASE  
KENWORTH OF CENTRAL CALIFORNIA PACLEASE  
KENWORTH OF SAVANNAH PACLEASE  
KENWORTH OF SOUTH FLORIDA  
KENWORTH ONTARIO PACLEASE  
KENWORTH QUEBEC PACLEASE  
KEY EQUIPMENT FINANCE  
KEYSTONE NATIONAL TRUCK  
KIDRON  
KINNIE-ANNEX GROUP, INC.  
KRIS-WAY TRUCK LEASING, INC.  
LAKE CITY IDEALEASE  
LANDMARK IDEALEASE  
LAYDON COMPOSITES, LTD

LEROY HOLDING COMPANY, INC.  
LES CAMIONS DE L'OUTAOUAIS  
LES LOCATIONS RAINVILLE INC.  
LESCO IDEALEASE  
LEWIS LEASING IDEALEASE  
LEYMAN LIFT GATES  
LILLEY IDEALEASE  
LOBSTER TRUCK LEASING & RENTAL  
LOCATION BRISTAR IDEALEASE  
LOCATION DAGENAIS INC  
LOCATION DE CAMIONS EUREKA,  
LOCATION DE CAMIONS EXCELLENCE PACLEASE  
LOCATION DE CAMIONS PACLEASE  
LOCATION DU PARC (1987) INC  
LOCATION GARAGE LAGUE LTEE  
LOCATION IDEALEASE AMIANTE  
LOCATION IDEALEASE RIVIERE DU LOUP  
LOCATION INTER-ESTRIE INC.  
LOCATION INTERLOC INC.  
LOCATION NRJ  
LOCATION PINARD, INC.  
LOCATION REDMOND IDEALEASE  
LOGISTIC LEASING LLC  
LOGISTICS MANAGEMENT  
LONESTAR TRUCK GROUP  
LONGHORN IDEALEASE  
MACK LEASING SYSTEM/VOLVO TRUCK LEASING  
MACK TRUCKS, INC.  
MANEY LEASING  
MANHEIM  
MARTIN'S PETERBILT PACLEASE  
MATHENY LEASING, INC.  
MAXIM RENTALS AND LEASING  
MAXON LIFT CORPORATION  
MAYS RENTAL AND LEASING  
MBB INTERLIFT  
MCCANDLESS IDEALEASE OF ARIZONA  
MCKENNA TRUCK CENTER  
METRO LEASING CO., INC.  
MGM BRAKES  
MHC TRUCK LEASING, INC.  
MIAMI VALLEY IDEALEASE  
MICHELIN NORTH AMERICA, INC.  
MINUTEMAN TRUCKS INC.  
MITSUBISHI FUSO TRUCK OF AMERICA, INC.  
MORGAN CORPORATION  
MOTOR TRUCK PACLEASE  
MTC PACLEASE  
NATIONAL SEATING/COMMERCIAL VEHICLE GROUP  
NAVISTAR FINANCIAL CORPORATION  
NAVISTAR INTERNATIONAL CORPORATION  
NELSON LEASING INC  
NICKEL CITY IDEALEASE

NOERR IDEALEASE  
NORCAL PACLEASE  
NORDIC IDEALEASE  
ODESSA TECHNOLOGIES  
O'HALLORAN INTERNATIONAL INC  
PACCAR LEASING COMPANY  
PACLEASE JACKSONVILLE  
PACLEASE NORTHCOAST  
PACLEASE NORTHEAST PA  
PACLEASE OF BALTIMORE  
PACLEASE OF COLUMBIA  
PACLEASE OF COUNCIL BLUFFS  
PACLEASE OF JACKSON  
PACLEASE OF SOUTHERN NEW ENGLAND  
PACLEASE OF UPSTATE NEW YORK  
PACLEASE OF WEST MICHIGAN  
PACLEASE PETERBILT OF LOUISIANA  
PALMER LEASING GROUP  
PAPE KENWORTH PACLEASE  
PARRISH LEASING INC.  
PASSAIC-CLIFTON DRIV-UR-SELF SYSTEM, INC  
PATRIOT IDEALEASE  
PATSY'S LEASING CORPORATION  
PEOPLNET INC.  
PETERBILT ATLANTIC PACLEASE  
PETERBILT MANITOBA PACLEASE  
PETERBILT OF ONTARIO GROUP, LEASING DIVISION  
PETERBILT PACIFIC LEASING, INC.  
PETERBILT PACLEASE OF IDAHO  
PETERBILT PACLEASE OF LAS VEGAS  
PETERBILT PACLEASE OF RENO/SPARKS  
PETERBILT-PACLEASE OF SPRINGFIELD  
PHH FIRSTFLEET CORP.  
PLM TRAILER LEASING  
POWELL'S IDEALEASE  
POWER CITY IDEALEASE  
PRAIRIE/ARCHWAY IDEALEASE  
PREMIER PACLEASE  
PRICE IDEALEASE  
PUBLIC SERVICE TRUCK RENTING, INC.  
R & M ASSET SOLUTIONS  
R. L. POLK & COMPANY  
RALEIGH TRUCK LEASING  
REGIONAL IDEALEASE  
RGV IDEALEASE  
RIDGE RENTALS  
RIVER STREET IDEALEASE  
RIVER VALLEY TRUCK CENTERS,  
RIVERVIEW IDEALEASE  
ROBERTS IDEALEASE  
ROCKET IDEALEASE  
ROCKFORD KENWORTH PACLEASE  
RUSH ENTERPRISES, INC.

RUSH IDEALEASE  
RYDER FUEL SERVICES  
SAF-HOLLAND  
SALEM TRUCK LEASING  
SANTEX IDEALEASE  
SCHULTZ IDEALEASE, INC.  
SCOTT IDEALEASE  
SELKING IDEALEASE  
SHEALY MACK LEASING, INC.  
SIGNATURE SERVICE  
SILVER EAGLE MANUFACTURING  
SKYBITZ, INC.  
SOUTHEASTERN LSG. AND RENTAL CO., LLC  
SOUTHERN TRUCK LEASING  
SOUTHLAND IDEALEASE  
SOUTHLAND IDEALEASE OF ALABAMA  
SOUTHLAND PACLEASE  
SOUTHWEST IDEALEASE  
SOUTHWEST LEASING  
STAHL PETERBILT PACLEASE  
STAR TRUCK RENTALS  
STERNBERG IDEALEASE  
SUN STATE IDEALEASE  
SUPERIOR DIESEL  
SUPREME CORPORATION  
TALLMAN IDEALEASE  
TCI LEASING/RENTALS  
TERRA ENVIRONMENTAL TECHNOLOGIES INC.  
THE TABS GROUP ACCOUNTANCY CORP.  
THERMO KING CORPORATION  
TIDEWATER IDEALEASE  
TIMMINS IDEALEASE  
TODCO  
TRAILCON LEASING INC.  
TRAILMOBILE CORP  
TRANS FLEET SERVICES LLC  
TRANSCO LEASING COMPANY,  
TRANSERVICE LEASING  
TRANSPORT COMMERCIAL LEASING  
TRANSPORT LEASING  
TRANSPORTATION ALLIANCE BANK  
TREBAR LEASING  
TRI COUNTY LEASING  
TRIMBLE MOBILE SOLUTIONS,  
TRIPLE-T LEASING  
TRI-STATE IDEALEASE INC.  
TRUCK AND TRAILER LEASING CORPORATION  
TRUCK CENTER SOUTH IDEALEASE  
TRUCK LEASING & RENTAL  
TRUCK LEASING, INC.  
TRUCK SALES LEASING INC.  
TRUCK-LITE CO., INC.  
TWIN STATE IDEALEASE

U.S. TRUCK BODY  
UHL IDEALEASE  
ULTRON LIFT CORP.  
UNITED TRUCK CENTERS, INC.  
UTILITY TRAILER MANUFACTURING CO.  
UTILITY/PETERBILT PACLEASE  
VALLEY PETERBILT PACLEASE  
VALLEY TRUCK LEASING  
VALOR MANUFACTURING  
VISUAL MARKING SYSTEMS, INC.  
VOLUNTEER TRUCK RENTAL, INC.  
VOLVO TRUCKS NORTH AMERICA,  
VT SPECIALIZED VEHICLES CORP  
WALLACE INTERNATIONAL TRUCKS  
WALTCO TRUCK EQUIPMENT COMPANY  
WARD IDEALEASE  
WATERS IDEALEASE  
WAYCON IDEALEASE OF CHATHAM  
WAYCON IDEALEASE OF GODERICH  
WAYCON IDEALEASE OF GUELPH  
WEST BROTHERS TRANSPORTATION SERVICES  
WEST RIVER INTERNATIONAL,  
WEST TEXAS PETERBILT PACLEASE  
WESTERN PACIFIC LEASING  
WESTERN TORONTO IDEALEASE  
WESTERN TRUCK LEASING  
WESTRAN IDEALEASE  
WHITEFORD KENWORTH PACLEASE  
WHITE'S IDEALEASE  
WICHITA KENWORTH PACLEASE  
WIELAND IDEALEASE  
WIERS IDEALEASE  
WITT INTERNATIONAL TRUCKS  
WOODBINE IDEALEASE  
WORKHORSE CUSTOM CHASSIS,  
WORLDWIDE EQUIPMENT LEASING, INC.  
XATA CORPORATION  
YOKOHAMA TIRE CORPORATION

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

Case No. 06-10082-CIV-MOORE

VANGUARD CAR RENTAL USA, INC., a  
Delaware corporation, NATIONAL RENTAL (US)  
INC., f/k/a NATIONAL CAR RENTAL, a Delaware  
corporation, and ALAMO FINANCING, L.P., a  
foreign limited partnership,

Plaintiffs,

v.

JEAN FRANCOIS HUCHON,

Defendant,

UNITED STATES OF AMERICA,

Intervenor.

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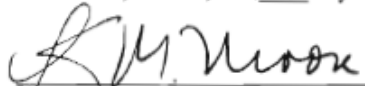
**FINAL JUDGMENT**

THIS CAUSE came before the Court upon a sua sponte examination of the record.

UPON CONSIDERATION of pertinent portions of the record and being otherwise fully  
advised in the premises, it is

ORDERED AND ADJUDGED that Defendant's vicarious liability claim is prohibited by  
the Graves Amendment, 49 U.S.C. § 30106. Accordingly, judgement is hereby entered in favor  
of Plaintiffs. This case remains CLOSED. All pending motions are DENIED AS MOOT.

DONE AND ORDERED in Chambers at Miami, Florida, this 12<sup>th</sup> day of March, 2009.



K. MICHAEL MOORE  
UNITED STATES DISTRICT JUDGE

cc: All counsel of record

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 06-10083-CIV-MOORE

VANGUARD CAR RENTAL USA INC.,  
a Delaware corporation, ALAMO  
FINANCING, LP, a foreign limited  
partnership, NATIONAL RENTAL (US),  
INC., a Delaware corporation f.k.a.  
National Car Rental, and ALAMO CAR  
RENTAL (US) INC.,

Plaintiffs and Counter Defendants,

v.

ROGER DROUIN and THERESA  
DROUIN,

Defendants and Counter Plaintiffs.

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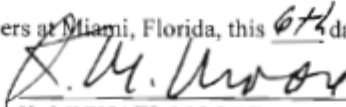
**FINAL JUDGMENT**

THIS CAUSE came before the Court upon issuance of the Eleventh Circuit's mandate (dkt # 93).

UPON CONSIDERATION of the mandate, pertinent portions of the record, and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that Defendants' vicarious liability claim is prohibited by the Graves Amendment, 49 U.S.C. § 30106. Judgement is hereby entered in favor of Plaintiffs. The Clerk of Court is instructed to CLOSE this case. All pending motions are DENIED AS MOOT.

DONE AND ORDERED in Chambers at Miami, Florida, this 6<sup>th</sup> day of March, 2009.

  
K. MICHAEL MOORE  
UNITED STATES DISTRICT JUDGE

cc: All counsel of record