

VERMONT SUPERIOR COURT, CIVIL DIVISION, WASHINGTON UNIT

Parker Weber v. Ameriscape Inc., et al.

Parker Weber v. Ameriscape Inc., et al. · No. 25-CV-02099 · Decided June 24, 2026

SUMMARY

The Vermont Superior Court granted SBC Cedar’s motion for summary judgment and dismissed all claims against it in an action arising from a fatal motor-vehicle collision involving a truck carrying mulch. The court held that SBC neither controlled nor selected the carrier or driver, owed no applicable duty under negligence or Restatement (Second) of Torts § 324A, and was not part of a joint venture with Ameriscape or the other entities. The court also rejected the plaintiff’s request for additional discovery under Vermont Rule of Civil Procedure 56(d).

CASE DETAILS

COURT	Vermont Superior Court, Civil Division, Washington Unit
WRITING FOR THE COURT	Daniel P. Richardson
JURISDICTION	Vermont Superior Court, Civil Division, Washington Unit
DECIDED	June 24, 2026
DOCKET	25-CV-02099
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant SBC Cedar moved for summary judgment. Plaintiff opposed the motion, arguing that discovery was incomplete and that SBC could be liable under joint-venture principles or Restatement (Second) of Torts § 324A. The court granted SBC Cedar's motion and dismissed all claims against it.
STANDARD OF REVIEW	Summary judgment is proper when the movant shows that no genuine dispute of material fact exists and the movant is entitled to judgment as a matter of law. The moving party must support its assertions with numbered factual statements and record citations, while the nonmoving party must produce admissible evidence showing a genuine factual dispute. The court gives the nonmoving party the benefit of reasonable doubts and inferences.
PRECEDENTIAL VALUE	Unpublished trial-court decision; precedential status not stated.
PARTIES	Parker Weber v. SBC Cedar, Ameriscape Inc., et al.

TOPICS

summary judgment

negligence

duty of care

vicarious liability

commercial litigation

PRACTICE AREAS

civil procedure

torts

commercial litigation

QUESTIONS PRESENTED

1. Whether SBC Cedar was entitled to summary judgment because it owed no duty to the plaintiffs and was not vicariously liable for the negligence of Singh or Blackbird.
2. Whether Restatement (Second) of Torts § 324A provided a basis for imposing liability on SBC Cedar based on its loading or shipper designation.
3. Whether the evidence supported liability against SBC Cedar under a joint-venture theory.
4. Whether plaintiff demonstrated a sufficient basis under Vermont Rule of Civil Procedure 56(d) to defer or deny summary judgment for additional discovery.

HOLDINGS

1. SBC Cedar was not liable directly or vicariously for Singh's later negligence because Singh and Blackbird were independent contractors outside SBC Cedar's control, and the undisputed facts did not establish that SBC Cedar had authority over or selected, hired, supervised, or directed them.
2. Restatement (Second) of Torts § 324A did not impose liability on SBC Cedar because the record showed no failure to exercise reasonable care that increased the risk of harm, no undertaking of a duty owed by the contractor to third parties, and no reliance by plaintiff or a third party on a particular undertaking by SBC Cedar.
3. The evidence did not support a joint venture between SBC Cedar and Ameriscape or the other defendants because there was no agreement to share profits and losses, joint control, joint proprietary interest, or community of interest in a common business purpose.
4. Plaintiff was not entitled to additional time for discovery under Vermont Rule of Civil Procedure 56(d) because he submitted no affidavit or declaration identifying specified essential facts, explaining how they could be obtained, or showing how additional discovery would create a genuine dispute of material fact.

KEY QUOTATIONS

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to as a matter of law.”

“A joint venture is a special relationship of two or more parties to engage in and carry out a single business venture for joint profit.”

“Based on the foregoing, SBC’s motion for summary judgment is Granted, and all claims against SBC are Dismissed pursuant to V.R.C.P. 56.”

FACTUAL BACKGROUND

Satnam Singh, driving a tractor-trailer for Blackbird, crossed the center line on Route 100 in Vermont and collided with Rosetta Weber's vehicle, killing her. Singh was transporting mulch that Ameriscape had purchased from SBC Cedar and sold to Bisbee Hardware. SBC Cedar did not own or lease shipping vehicles, did not select or supervise Blackbird or Singh, did not control Singh's route or driving, and had no ongoing business relationship with Ameriscape beyond wholesale mulch sales. SBC employees loaded and weighed the truck at SBC's facility, and SBC was listed as the exporter or shipper for customs purposes.

PROCEDURAL HISTORY

Plaintiff Parker Weber brought the action in May 2025 in his own name and as executor of Rosetta Weber's estate. SBC Cedar moved for summary judgment, supporting the motion with a statement of undisputed material facts. Plaintiff did not properly respond under Vermont Rule of Civil Procedure 56(c)(2), and the court deemed SBC's factual statement admitted under Rule 56(e)(2). Plaintiff also filed an amended complaint and argued that additional discovery was necessary, but did not submit the affidavit or declaration required by Rule 56(d). The court granted summary judgment to SBC Cedar and dismissed all claims against it, while directing the clerk to schedule a status conference concerning the amended complaint, remaining discovery, and another defendant's motion to dismiss.

DISPOSITION

dismissed

CASES CITED

- Caldwell v. Champlain College, Inc., 2025 VT 17, ¶ 9
- Alpstetten Ass'n v. Kelly, 137 Vt. 508, 514 (1979)
- Webb v. Leclair, 2007 VT 65, ¶ 14
- Gross v. Turner, 2018 VT 80, ¶ 8, 208 Vt. 112
- Gilman v. Maine Mutual Fire Insurance Co., 2003 VT 55, ¶ 7, 175 Vt. 554
- Boyd v. State, 2022 VT 12, 275 A.3d 155
- Brousseau v. Brousseau, 2007 VT 77, 182 Vt. 533
- Richards v. Consolidated Lighting Co., 90 Vt. 552, 556-57 (1916)
- Montague v. Hundred Acre Homestead, LLC, 2019 VT 16, ¶ 14
- Derosia v. Liberty Mutual Insurance Co., 155 Vt. 178, 182-83 (1990)
- Kennery v. State, 2011 VT 121, ¶ 14
- Contship Containerslines, Ltd. v. PPG Industries, Inc., 442 F.3d 74, 78 (2d Cir. 2006)
- Winey v. William E. Dailey, Inc., 161 Vt. 129, 139 (1993)
- University of Vermont v. Porter, Dckt. No. 22-CV-3135, at 3-4 (Feb. 21, 2023)
- Aetna Cas. and Sur. Co. v. Aniero Concrete Co., Inc., 404 F.3d 566, 606 (2d Cir. 2005)
- Sage Realty Corp. v. Ins. Co. of N. Am., 34 F.3d 124, 128 (2d Cir. 1994)

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