

SUPREME JUDICIAL COURT OF MAINE

Avis Rent A Car System, LLC v. Darron Burrill

2018 ME 81 (2018) · No. Som-17-352 · Decided June 19, 2018

SUMMARY

The Maine Supreme Judicial Court affirmed partial summary judgment establishing that Darron Burrill breached a rental agreement with Avis by failing to pay for damage to a rented vehicle. The court held that Avis failed to provide admissible evidence proving the specific amount of its damages because the foundation for several attached records did not satisfy the business-records exception. It vacated the damages and attorney-fee awards and remanded for nominal damages and further consideration of attorney fees and interest under Nevada law.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Humphrey, J.; Alexander, J.; Mead, J.; Gorman, J.; Jabar, J.; Hjelm, J.
JURISDICTION	Maine
DECIDED	June 19, 2018
DOCKET	Som-17-352
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Burrill appealed from partial summary judgment establishing his liability for breach of contract and from the trial court's subsequent damages and attorney-fee awards. Avis cross-appealed the denial of pre- and post-judgment interest.
STANDARD OF REVIEW	Summary judgment is reviewed de novo, viewing the evidence in the light most favorable to the nonprevailing party. Foundational findings supporting admission under the business-records exception are reviewed for clear error, and the ultimate admissibility determination is reviewed for abuse of discretion.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Darron Burrill v. Avis Rent A Car System, LLC

TOPICS

breach of contract

damages

hearsay

summary judgment

appellate procedure

PRACTICE AREAS

contract law

evidence

civil procedure

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appellate procedure

QUESTIONS PRESENTED

1. Whether partial summary judgment establishing Burrill's liability for breach of the rental agreement was proper.
2. Whether the Avis claims examiner's affidavit and attached third-party documents were admissible under the business-records exception to the hearsay rule.
3. Whether Avis could recover actual damages, attorney fees, and interest when it failed to present admissible evidence establishing the specific amount of its damages.

HOLDINGS

1. Partial summary judgment was proper because the undisputed facts established a valid rental contract, Burrill's breach, and the existence of some damage resulting from the breach.
2. The trial court abused its discretion by admitting the third-party vehicle valuation report, towing invoice, and salvage documentation because the Avis affiant did not establish knowledge of the third-party producer's regular business practices or otherwise provide the required foundation.
3. Avis failed to prove the specific amount of its actual damages because it presented no admissible evidence establishing that amount; under Nevada law, Avis was therefore limited to nominal damages, and the attorney-fee award had to be vacated for reconsideration on remand.
4. The trial court must apply Nevada law on remand to determine whether and to what extent Avis is entitled to interest under the rental agreement.

KEY QUOTATIONS

"Because there were no genuine issues of material fact as to (1) the existence of a valid contract; (2) breach of that contract; and (3) some amount of damage as a result of the breach, we affirm the grant of Avis's motion for partial summary judgment as to liability." (¶ 14)

"However, because the affiant did not certify that she had any knowledge of J.D. Power and Associates's regular business practices, she failed to lay a proper foundation for the report pursuant to Rule 803(6), and the court abused its discretion by admitting the document in evidence." (¶ 19)

"Because Avis established liability on behalf of Burrill but failed to prove the amount of actual damages, we vacate the court's award of damages and remand with instructions for the court to award Avis nominal damages in accordance with Nevada law." (¶ 21)

FACTUAL BACKGROUND

Burrill rented a Ford Mustang from Avis in Las Vegas, declined loss-damage-waiver protection, and agreed to be responsible for all loss of or damage to the vehicle regardless of cause. The vehicle was damaged in an accident on the rental date, and Burrill failed or refused to pay Avis's demands for payment. Avis attempted to prove the

amount of its damages through an affidavit and attachments, including a third-party vehicle valuation report, towing invoice, and salvage documentation.

PROCEDURAL HISTORY

Avis sued Burrill in the Maine District Court for breach of contract and negligence arising from damage to a rented vehicle. The District Court granted Avis partial summary judgment on liability, later awarded \$15,342.57 in damages, attorney fees, and costs after an evidentiary hearing, and denied pre- and post-judgment interest. The Supreme Judicial Court affirmed liability, vacated the damages and attorney-fee awards, and remanded for further proceedings regarding nominal damages, attorney fees, and interest.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Award Avis nominal damages in accordance with Nevada law; determine whether and to what extent attorney fees are proper under the rental agreement; and apply Nevada law to determine whether and to what extent pre- and post-judgment interest should be awarded. The entry was: partial summary judgment affirmed, award of damages vacated, and remanded for further proceedings consistent with the opinion.

CASES CITED

- Oceanic Inn, Inc. v. Sloan's Cove, LLC, 2016 ME 34, ¶ 25, 133 A.3d 1021
- Saini v. Int'l Game Tech., 434 F. Supp. 2d 913, 919-20 (D. Nev. 2006)
- Richardson v. Jones, 1 Nev. 405, 408 (1865)
- State Farm Mut. Auto. Ins. Co. v. Koshy, 2010 ME 44, ¶ 46, 995 A.2d 651
- Klabacka v. Nelson, 394 P.3d 940, 949 (Nev. 2017)
- JPMorgan Chase Bank, N.A. v. Lowell, 2017 ME 32, ¶ 8, 156 A.3d 727
- KeyBank Nat'l Ass'n v. Estate of Quint, 2017 ME 237, ¶¶ 14-16, 176 A.3d 717
- Beneficial Me. Inc. v. Carter, 2011 ME 77, ¶¶ 12-13, 25 A.3d 96
- Deutsche Bank Nat'l Trust Co. v. Eddins, 2018 ME 47, ¶¶ 13-14, 182 A.3d 1241
- Gramanz v. T-Shirts & Souvenirs, 894 P.2d 342, 347 (Nev. 1995)
- Commercial Cabinet Co. v. Mort Wallin of Lake Tahoe, 737 P.2d 515, 517 (Nev. 1987)
- Roc-Century Assocs. v. Giunta, 665 A.2d 220, 221 (Me. 1995)