IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

KELLE D. SANCHEZ and CHRISTOPHER SANCHEZ, her husband,	)	
Plaintiffs,	)	
v.	)	C.A. No. 09C-06-007 WCC
LONGWOOD GARDENS, INC., a Delaware corporation,	)	
Defendant/Third-Party Plaintiff	)	
v.	)	
SODEXHO OPERATIONS, LLC, a Delaware limited liability corporation, and CHRISTIANA CARE HEALTH SYSTEM, INC., a Delaware corporation.	)	
Third-Party Defendants.	)	

Submitted: March 13, 2013
Decided: July 25, 2013

Defendant Longwood Gardens, Inc. Motion for Summary Judgment – GRANTED

ORDER

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CARPENTER, J.

Before this Court is Defendant/Third-Party Plaintiff Longwood Gardens, Inc.'s ("Longwood") Motion for Summary Judgment. At issue is whether Longwood, as the property owner, owed a continuing duty to inspect the premises during a private function, which was hosted by Christiana Care Health System, Inc. ("Christiana") and catered by Sodexho Operations, LLC ("Sodexho").

The Court finds that, under the circumstances of this case, it does not, and Longwood's Motion for Summary Judgment should be **GRANTED**.

FACTUAL BACKGROUND

The motion currently before the Court arises from an incident that occurred May 18, 2007 during a charity event at Longwood's premises. Specifically, Christiana rented the premises for the evening and contracted with Sodexho to provide catering and bar service. Although Longwood did not staff the event, Longwood had several employees present during the event: 1) Howard Wood, Longwood's event supervisor; 2) two (2) or three (3) security guards who primarily assisted with traffic and parking; 3) a custodian; and 4) the night gardener. In addition to Sodexho's staff of servers, bartenders, and kitchen workers, Elizabeth Derosier, Sodexho's banquet manager, and her assistant were present during the event.

The Plaintiff, Kelle D. Sanchez ("Sanchez"), injured her arm and shoulder when, after obtaining a drink from the bar in the Music Room around 10:00 p.m., she slipped and fell as she was walking to the restroom. Although neither Sanchez nor an employee of either Longwood or Sodexho saw any spilled liquid or "wetness" on the floor prior to her fall, witnesses indicated that Sanchez's dress was wet and a puddle was present afterwards. However, it is unclear whether the liquid on Sanchez's dress came from a prior spill on the floor or, instead, from her drink that spilled in the course of her fall.

Guests Ashley Gillerlain and Amanda Friz were present when Sanchez fell and attended to her until her husband arrived. Longwood's security guards responded upon hearing that a guest at the event had fallen and created an incident report, noting that Sanchez stated she fell on a wet spot on the floor near the Music Room.

Sanchez was transported to the hospital by her husband where she was diagnosed with a traumatic anterior dislocation of her left shoulder with potential nerve injury. Later that evening, Sanchez underwent a closed reduction procedure to realign her dislocated shoulder. Subsequently, Sanchez underwent several additional surgical procedures and, as a result, is seeking damages for her incurred

medical expenses of $150,539.81 as well as future anticipated medical expenses of $99,679.00.

PROCEDURAL BACKGROUND

On July 9, 2012, Longwood filed a Motion for Summary Judgment, claiming that it was entitled to judgment as a matter of law because the Plaintiffs could not establish all elements of their claim against Longwood. On July 31, 2012, the Plaintiffs responded to Longwood's Motion, claiming there are genuine issues of material fact and that Longwood owed a duty to the Plaintiffs as the property owner. On July 16, 2012 and July 9, 2012 respectively, Third-Party Defendants Sodexho and Christiana, joined Longwood's Motion for Summary Judgment.

A hearing was held before the Court on August 9, 2012 and a decision was reserved. Following the hearing, the Court requested additional briefing on relevant case law regarding a property owner's continuing duty to inspect premises rented to a third party.

STANDARD OF REVIEW

Generally, when reviewing a motion for summary judgment pursuant to Rule 56, the Court must determine whether any genuine issues of material fact

exist.[1] Specifically, the moving party bears the burden of showing that there are no genuine issues of material fact so that he is entitled to judgment as a matter of law.[2] Further, the Court must view all factual inferences in a light most favorable to the non-moving party.[3] Therefore, summary judgment will not be granted if it appears that there is a material fact in dispute or that further inquiry into the facts would be appropriate.[4]

DISCUSSION

Here, the parties agree that Sanchez fell while attending a charity event, which was hosted by Christiana at Longwood's premises. However, the parties dispute as to whether Longwood, as the property owner, owed the Plaintiffs a duty to continually inspect the premises during the event. Although the parties complicate matters with discussions regarding control and Sanchez's status as either a business invitee or a licensee, the issue before the Court is simply whether Longwood had an obligation to inspect the rented premises during the charity event. The Court finds that neither existing case law nor the factual circumstances created this obligation.

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[1] Super. Ct. R. 56(c); *Wilmington Trust Co. v. Aetna,* 690 A.2d 914, 916 (Del. 1996).
[2] *Moore v. Sizemore*, 405 A.2d 679 (Del. 1979).
[3] *Alabi v. DHL Airways, Inc.*, 583 A.2d 1358, 1361 (Del. 1990).
[4] *Ebersole v. Lowengrub*, 180 A.2d 467, 470 (Del. Super. 1962), *rev'd in part* on procedural grounds and *aff'd in part*, 208 A.2d 495 (Del. 1965).

A. Parties Contentions

In support of its Motion for Summary Judgment, Longwood argues that under Delaware law, there is no recognized duty of a property owner to continually inspect premises that have been rented to a third party. Although Longwood acknowledges that a landowner has a duty to exercise reasonable care to keep the premises safe, Longwood cites *Trabaudo v. Kenton Ruritan Club, Inc.*[5] to contend that this duty only extends to reasonably discoverable hazards existing on the property before the premises are turned over to a third party renter. In evaluating control under *Craig v. A.A.R. Realty Corp.*[6], Longwood maintains that, although it may have retained some limited rights to inspect the rented property, Longwood relinquished actual control and possession to Christiana when it rented the property to them. Referencing *Argoe v. Commerce Square Apartments Ltd.*[7], Longwood claims that even if it arguably retained control of other portions of the premises during the event, Longwood still did not have had a duty to inspect the rented space during the event. Additionally, in examining Sanchez's status on the premises in relation to Longwood, Longwood asserts that she was a licensee or a guest without payment. As such, Longwood applies the rationale of *Simpson v.*

[5] 517 A.2d 706, 707 (Del. Super. 1986).
[6] 576 A.2d 688, 695 (Del. Super. 1989), *aff'd* 571 A.2d 786 (Del. 1989).
[7] 745 A.2d 251 (Del. Super. 1999).

Colonial Parking, Inc.[8] to reason that the only duty owed to Sanchez was to refrain from willful and wanton conduct.

In response, the Plaintiffs argue under *Hazel v. Del. Supermarkets, Inc.*[9] that Longwood owed a duty to the Plaintiffs to inspect for unsafe conditions of which Longwood had actual notice or could have reasonably discovered during routine inspections over the course of the event. In terms of control, the Plaintiffs contend that Longwood maintained both ownership and control of the premises, evidenced by Longwood's involvement in the planning process and event set-up as well as the presence of Longwood employees on the premises during the event. Alternatively, the Plaintiffs assert that, at minimum, there is a genuine issue of material fact as to whether Longwood had control over the premises during the event and, therefore, pursuant to *Reddy v. Brandywine Raceway Ass'n*[10], this should be left for a jury to decide. Additionally, the Plaintiffs claim that Sanchez was a business invitee of Longwood's premises and, therefore, Longwood had a duty beyond simply refraining from willful and wanton conduct; specifically, the Plaintiffs maintain that Longwood had a duty to keep the premises safe—a duty that did not terminate upon renting the property to Christiana.

[8] 36 A.3d 333 (Del. 2012).
[9] 953 A.2d 705 (Del. 2008).
[10] 1988 WL 139924, at *2 (Del. Super. 1988).

B. Conclusions

As reflected by the cases cited below, Delaware law does not obligate a property owner to continually inspect its premises after the premises have been rented to a third party for a private function. Although Sanchez's status on Longwood's premises is somewhat complicated by the fact that she was technically an invitee of Christiana, the lessee, the Court adopts the rationale set forth in *Kovach v. Brandywine Innkeepers Ltd. P'ship*[11] to find she was a business invitee of Longwood. In *Kovach,* Ms. Kovach was attending a business seminar at the Radisson Hotel Wilmington (the "Radisson"), which was leased by Brandywine Innkeepers Limited Partnership ("Brandywine"), when she slipped and fell in a parking lot that she mistakenly believed belonged to the Radisson. Ms. Kovach brought suit against the parking lot owner, the Radisson, and Brandywine for negligence, and this Court found it was a "critical question of what duty Radisson, as a commercial lessor, owe[d] to Ms. Kovach based upon her status on the Hotel property."[12] This Court reasoned that even though the Radisson leased the property to Brandywine, the Radisson "undoubtedly profited in some way from the seminar being held on its grounds, and by extension, indirectly profited from Ms. Kovach's presence at the Hotel."[13] Similarly, the

[11] 2000 WL 703343 (Del. Super. Apr. 20, 2000).
[12] *Id.* at *4.
[13] *Id.*

Court finds here that Longwood profited from Christiana hosting the charity event and, therefore, indirectly profited from Sanchez's presence on the premises. As such, the Court echoes *Kovach*'s statement that, under Delaware law, a property owner owes a business invitee the duty to make the premises reasonably safe. However, as this Court identified in *Kovach*, "where an owner relinquishes possession and actual control of the property to another entity, the owner ceases to have a duty to exercise reasonable care in maintaining safe premises."[14] Here, therefore, the Court finds that Longwood neither breached a duty of care owed to Sanchez as a business invitee on its premises nor does any reasonable view of the facts suggest that Longwood maintained possession and actual control of the property so as to obligate Longwood to inspect the property during the charity event.

For further support, the Court looks outside Delaware law and notes that other courts have reached similar conclusions. For example, in *Biddinger v. Mediterranean Catering, Inc.*[15], Mrs. Biddinger slipped and fell while attending a wedding reception, which was held at a cultural center and catered by a third party. Mrs. Biddinger sued both the cultural center and the caterer, claiming that the parties breached a duty of care owed to her. The court recognized that "[a]

[14] *Id.* (citations omitted).
[15] 2001 WL 721660 (Mich Ct. App. Feb. 27, 2001).

business owner is liable to invitees for injuries incurred on his premises if the injury results from an unsafe condition caused by the active negligence of the owner or his employees."[16] However, the court noted that "[i]f the unsafe condition results from other causes, the business owner is liable if the condition is known to him 'or is of such a character or has existed a sufficient length of time that he should have knowledge of it.'"[17] The court found that neither the cultural center nor the caterer was liable, reasoning that the "the evidence [did] not permit a reasonable inference" that the stains found on Mrs. Biddinger's clothes came from a spilled substance on the floor or that "defendants or their employees caused the defective condition" responsible for her fall.[18] Specifically, the court stated that "no one saw any spilled substance on the floor before or after the fall" and "there was nothing to show how long the substance had been on the floor," which would have indicated the defendants had actual or constructive notice of the spill and, as a result, "permit[ted] a reasonable inference of negligence."[19]

Similarly, in *Andamasaris v. Annunciation Greek Orthodox Church*[20], a wedding guest brought a negligence action against the church after slipping and breaking her leg at the church's banquet facility. In *Andamasaris*, the Court stated

[16] *Id.* at *1.
[17] *Id.* (citations omitted).
[18] *Id.*
[19] *Id.*
[20] 2005 WL 313691 (Ohio Ct. App. Feb. 9, 2005).

that Ms. Andamasaris was a business invitee and that, generally, "an owner or occupier of premises owes a business invitee a duty of ordinary care in maintaining the premises in a reasonably safe condition so that its customers are not unnecessarily or unreasonably exposed to danger."[21] However, the court asserted that "premises owners 'are not insurers against all accidents and injuries to such patrons'" and "the mere fact that an invitee falls while on the premises does not give rise to a presumption of negligence."[22] Further, the court recognized that "[a]n owner is under no duty to protect its customers from dangers known to the customer, or otherwise so obvious and apparent that a customer should reasonably be expected to discover them and protect herself from them."[23] Specifically, the court noted that "[t]he presence of wet floors is not such an unreasonably hazardous condition . . . that a reasonable person would [not] be expected to recognize and exercise caution to protect herself from harm."[24] Further, Ms. Andamasaris "did not know what liquid she slipped in, the size of any puddle, the exact location, how long it had been there, or if anyone from the Church had been aware of it."[25] Additionally, Ms. Andamasaris only believed she had slipped in liquid because her dress was wet after her fall.[26] As such, the court

[21] *Id.*
[22] *Id.* at *3 (citations omitted).
[23] *Id.*
[24] *Id.*
[25] *Id.* at *1.
[26] *See id.*

found "that this liquid was not such an unreasonably hazardous condition that it would impose a duty of care on the Church as the premises owner."[27]

Additionally, a wedding guest in *Sanville v. Archdiocese of New Orleans*[28] brought a negligence action against the church and its insurer after slipping and injuring her ankle in the church's cafeteria, which was leased to a third party for a reception. Specifically, Ms. Sanville argued that the "defendants were negligent because, as lessor, they owed her a duty to see that no dangerous condition or hazard existed on the premises during the reception."[29] In *Sanville,* the court stated that "[t]he duty of a lessor to protect invitees of his lessee from injuries extends only to injuries from defects or vices *in* the premises."[30] Further, the court noted that "[a]bsent facts or circumstances which suggest otherwise, a lessor has no obligation to maintain the premises which he leases and are no longer under his control."[31] Moreover, the court recognized that "[m]ere knowledge of a condition which may be dangerous does not give rise to a duty on the part of the lessor to protect his lessee's invitees."[32] Reasoning that the third-party lessee had control over the cafeteria during the reception, the court found that the facts did not

[27] *Id.* at *4.
[28] 560 So. 2d 622 (La. Ct. App. 1990).
[29] *Id.* at 624.
[30] *Id.* (citations omitted).
[31] *Id.* (citations omitted).
[32] *Id.*

obligate the church to maintain the floor during the reception and, therefore, found the church was not liable for Ms. Sanville's injury.

Finally, a bingo hall patron in *Moore v. Lapalco Square*[33] brought suit against the bingo hall owner, its insurer, and the concessionaire after slipping and falling on a substance on the floor of the bingo hall as she was leaving. The court in *Moore* stated that "a lessor has obligation to protect invitees of its lessee on the premises from injuries caused by vices or defects in those premises." The facts in *Moore* indicated that Ms. Moore did not "notice at the time of her fall whether the floor was wet, but did notice that her clothes were wet when she got up."[34] Further, the court noted that "there [wa]s no allegation the floor itself was defective."[35] Moreover, the court held that there was no conclusive evidence indicating that the premises remained under the control of the owner-lessor so as to create an obligation or duty to maintain the premises during bingo. Based on these facts, therefore, the court reasoned that Ms. Moore's "incident was caused by water or soda spilled on the floor," which "was clearly not a vice or defect in the premises for which the owner-lessor could be liable."[36]

[33] 514 So. 2d 215 (La. Ct. App. 1987).
[34] *Id.* at 216.
[35] *Id.* at 217.
[36] *Id.*

In applying Delaware law and extending the rationale of these cases, the Court finds that the facts here do not support the inference that Longwood either breached a duty of care to Sanchez as a business invitee on its premises or was under control of the premises during the charity event and, therefore, obligated to continually inspect the property. Like the plaintiffs in *Biddinger, Andamasaris,* and *Moore*, Sanchez inferred that, even though she did not observe any "wetness" on the floor prior to her fall, she slipped and fell on some type of liquid because her clothes were wet afterward. Even assuming that spilled liquid on the floor was, in fact, why Sanchez fell, there is no evidence that the spill was caused by one of Longwood's employees or that it existed for a sufficient period of time to reasonably infer that one of Longwood's employees would have been aware of the dangerous condition. Further, the facts do not indicate that the spilled liquid constituted a defect or vice in the floor that was present when Longwood leased the premises to Christiana. Moreover, the skeleton staff of Longwood employees who were present during the event does not indicate that Longwood retained control over the premises. At best, these employees were present during the event to ensure that it ran smoothly—not to monitor the premises for potential hazards that may have arisen from spilled food or beverages.

For the foregoing reasons, Longwood's Motion for Summary Judgment is hereby **GRANTED.**

The Court notes that in granting Longwood's Motion for Summary Judgment, Longwood's claims against the Third-Party Defendants, Sodexho and Christiana, would normally, in turn, be dismissed. However, the Plaintiffs have neither filed direct causes of action against the Third-Party Defendants nor responded to their joinder motions. Therefore, in the interest of fairness, the Court will delay taking any action as to the Third-Party Defendants' motions for 30 days. In the absence of any subsequent filing by the Plaintiffs, the Third-Party Defendants' Motions for Summary Judgment will be granted.

IT IS SO ORDERED.

/s/ William C. Carpenter, Jr.
Judge William C. Carpenter, Jr.