

**Hues v Douglas**

2023 NY Slip Op 31725(U)

May 23, 2023

Supreme Court, New York County

Docket Number: Index No. 152242/2021

Judge: James G. Clynes

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. JAMES G. CLYNES PART **22M****

*Justice*

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ANGELA A. HUES,

Plaintiff,

- v -

JAMES G. DOUGLAS, RICHARD A. CARR, RYAN B. BLISS, BESSEMER TRUST, BESSEMER TRUST CO., BESSEMER TRUST, INC., BESSEMER TRUST, N.A.

Defendant.

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INDEX NO. 152242/2021

MOTION DATE 04/12/2022

MOTION SEQ. NO. 001

**DECISION + ORDER ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 32, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48

were read on this motion to/for JUDGMENT - SUMMARY.

Upon the foregoing documents, it is ordered that the motion by Defendants Ryan B. Bliss (Bliss) and Bessemer Trust Company, sued herein as, Bessemer Trust, Bessemer Trust Co., Bessemer Trust, Inc., and Bessemer Trust, N.A. (Bessemer Trust) for an order pursuant to CPLR 3212 granting summary judgment and dismissal of the Complaint as against Bessemer Trust and Bliss only and Plaintiff's cross-motion for an order pursuant to CPLR 3101 (a) (1), (4) and 3104 (a) compelling the depositions of the defendants Richard A. Carr, Ryan B. Bliss, III, and Bessemer Trust Company are decided as follows:

Plaintiff seeks recovery for personal injuries allegedly sustained as a result of a July 30, 2018 motor vehicle accident where a vehicle operated by Defendant Richard A. Carr and owned by Defendant James G. Douglas (Douglas) allegedly failed to yield the right of way to Plaintiff's vehicle at a stop sign causing Plaintiff to swerve to avoid Defendants' vehicle, thereby causing Plaintiff to drive off the road.

Movants Bessemer Trust and Bliss, contend that they have established that they bear no liability for the accident and are therefore entitled to summary judgment in their favor and dismissal of the Complaint against them, based upon, among other things, the affidavits of Bliss, Carr, and Joan C. Brunelle, a representative of Bessemer Trust, in which they aver that they did not own the vehicle operated by Carr and that Carr was not an agent or employee of Bessemer Trust or Bliss. Plaintiff opposes the motion for summary judgment as premature, and cross-moves to compel the deposition of Carr, Bliss, and Bessemer Trust.

In her affidavit, Joan C. Brunelle avers that she is the Managing Director and Chief Human Resources Officer of Bessemer Trust; that neither Bessemer Trust, nor any of its related entities owned the vehicle operated by Carr on the date of the accident; that neither Bessemer Trust nor any of its related entities were insured on an automobile insurance policy issued to Douglas; and that neither Bessemer Trust Company, nor any of its related entities ever employed Carr and that Carr was not acting as an agent of Bessemer Trust Company on the date of the accident.

In his affidavit, Bliss avers that he is employed by Bessemer Trust; that he does not own the vehicle operated by Carr on the date of the accident; that he was not an insured on the automobile insurance policy issued to Douglas; that certain documents related to that insurance policy contain the language co/Bessemer Trust, co Ryan Bliss under Douglas' name because they were to be delivered to Bliss' attention for payment and/or record on behalf of Douglas; that Bliss never employed Carr and that Carr was not acting as his agent on the date of the accident.

In his affidavit, and during his deposition testimony Carr avers and testifies that he was present on the scene of the accident; that he was operating a vehicle owned by Douglas as an employee of Douglas on the date of the accident; that he has never been employed by Bessemer

Trust; and that he was not acting as an agent of Bessemer Trust or any of its related entities on the date of the accident.

Defendants' submission, by establishing that neither Bessemer Trust nor Bliss owned or insured the vehicle operated by Carr at the time of the accident, and that Carr was not an agent or employee of Bessemer Trust or Bliss at the time of the accident, established that the movant defendants are entitled to summary judgment in their favor and dismissal of the Complaint against them because they bear no liability for the subject accident.

Plaintiff's opposition fails to identify any specific information that could be obtained from a deposition of Bessemer Trust or Bliss that would raise an issue of fact as to their liability. Carr was deposed on April 26, 2022. Plaintiff's speculation that ownership of the vehicle may have changed between 2016 and the time of the accident is not sufficient to raise an issue of fact as to the liability of Bessemer Trust or Bliss. Defendants' motion is granted and the plaintiff's cross-motion to compel depositions of defendants Bessemer Trust and Bliss is denied.

Accordingly, it is

ORDERED that the motion of defendants Bessemer Trust and Bliss to dismiss the complaint herein is granted and the complaint is dismissed in its entirety as against said defendants, and the Clerk is directed to enter judgment accordingly in favor of said defendant; and it is further

ORDERED that the action is severed and continued against the remaining defendants; and it is further

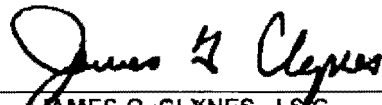
ORDERED that the caption be amended to reflect the dismissal and that all future papers filed with the court bear the amended caption; and it is further

ORDERED that within 30 days of the date of this Decision and Order, counsel for the moving party shall serve a copy of this order with notice of entry upon the Clerk of the Court and the Clerk of the General Clerk’s Office, who are directed to mark the court’s records to reflect the change in the caption herein; and it is further

ORDERED that such service upon the Clerk of the Court and the Clerk of the General Clerk’s Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website).

This constitutes the Decision and Order of the Court.

5/23/2023  
DATE

  
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JAMES G. CLYNES, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	REFERENCE
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	