



# Motion Success for Jonathan E. Hansen in Auto Liability Action

In Schenectady County Supreme Court, four plaintiffs brought personal injury actions against several defendants after being involved in a two-car motor vehicle accident. The plaintiffs' and defendants' vehicles collided on a roadway, after which the plaintiffs' vehicle collided with a storage trailer that was parked on the side of the road.

The plaintiffs claimed serious personal injuries as a result of the accident and sued the driver of the other car (who also signed the rental agreement for the storage trailer), the owner of the storage trailer, and the parties who paid for the rental of the trailer (Mr. Hansen's clients).

[Mr. Hansen](#) moved for summary judgment arguing that his clients' payment for the trailer rental did not bind them to the terms of the rental agreement, as they paid for the rental but another party signed the rental agreement and, therefore, Mr. Hansen's clients were not responsible for damages arising out of same. Additionally, Mr. Hansen argued that the placement of the trailer on the side of the road was safe as a matter of law and was not a proximate cause of the plaintiffs' injuries, because the initial collision between the two cars occurred in the middle of the road.

The trial court granted Mr. Hansen's Motion on all points, finding that the placement of the trailer was safe, was not a proximate cause of the plaintiffs' injuries, and that, regardless, the lease agreement was not binding as to his clients. The case against them was dismissed in its entirety.