

TINA M. CARRICO v. MILL ROCK LEASING, LLC et al., AC 42460
Judicial District of New London at New London

Negligence; Slip and Fall; Whether Trial Court Properly Rendered Summary Judgment for Snow Removal Contractor on Construing Plaintiff's Claims as Sounding in Premises Liability. The plaintiff was injured when, on February 3, 2015, she slipped and fell on ice in a parking lot as she was walking from her car to her job at From You Flowers, LLC in Old Saybrook. The plaintiff brought this action seeking damages for her injuries by a five-count complaint. The first two counts were directed against the owner of the premises where the plaintiff fell, Mill Rock Leasing, LLC. Counts three, four and five were directed against Jones Landcape, LLC, Jones Landscape, LLC, and Jones Landscaping, LLC, respectively (collectively, Jones Landscaping). The plaintiff alleged that Jones Landscaping was responsible under a contract with the premises' owner, Mill Rock Leasing, for keeping the parking lot free of snow and ice and that Jones Landscaping had negligently performed its contractual obligations by failing to adequately plow, shovel or otherwise remediate the snow and ice in the parking lot where she fell. Jones Landscaping filed a motion for summary judgment, claiming that there were no material issues of fact and that it was entitled to judgment as a matter of law on the counts directed against it. Jones Landscaping argued that those counts sounded in premises liability and that, while Mill Rock Leasing owed a nondelegable duty to the plaintiff, Jones Landscaping owed her no duty of care. The trial court agreed and granted Jones Landscaping's motion for summary judgment. The court framed the issue before it as whether the plaintiff's claims against Jones Landscaping sounded in ordinary negligence or negligence based upon a theory of premises liability, and it cited *Sweeney v. Friends of Hammonasset*, 140 Conn. App. 40 (2013), in support of its conclusion that the claims were properly construed as premises liability, or defective premises, claims. The trial court noted that only a defendant who has possession and control of the property can be liable for injuries caused by defective premises and that there was no question here that Jones Landscaping did not own or control the premises where the plaintiff slipped and fell. The court concluded accordingly that Jones Landscaping owed no duty to the plaintiff and therefore that it was entitled to judgment as a matter of law. The plaintiff appeals from the judgment rendered in favor of Jones Landscaping, arguing that the trial court wrongly interpreted her claims against Jones Landscaping as sounding in premises liability. She contends that she properly pleaded general or ordinary negligence claims against Jones Landscaping as contemplated by *Gazo v. Stamford*, 255 Conn. 245 (2001), and § 324A (b) of the Restatement (Second) of Torts. In *Gazo*, the Supreme Court cited the Restatement in support of its holding that a contractor hired by a property owner to provide ice and snow removal services owed a direct duty of care to a plaintiff who had been injured in a fall on the property owner's sidewalk and that the contractor would be liable to the plaintiff for his injuries if the plaintiff could show that the contractor failed to exercise reasonable care in performing its duty under the contract with the property owner. The plaintiff also contends that the trial court wrongly relied on *Sweeney v. Friends of Hammonasset* in granting summary judgment in favor of Jones Landscaping. The plaintiff claims that *Sweeney* is distinguishable because, in that case, the plaintiff did not allege—as the plaintiff did here—that the defendants owed him a duty based upon their contract to provide services to the property owner.