STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

IN THE HAMILTON SUPERIOR COURT 4

CAUSE NO. 29D04-2212-CT-010006

HARJIT KAUR, Individually and as the Special Administrator of the Estate of HARVAIL SINGH DHILLON, Deceased,

Plaintiff,

v.

AMAZON, I.N.C., a corporation,
AMAZON.COM, INC. a corporation,
AMAZON LOGISTICS, INC. a corporation,
AMAZON.COM SERVICES, L.L.C., MQJ1, a limited liability company;
CF MOUNT COMFORT DST, a limited liability company;
ICI TRANSPORT, L.L.C., a limited liability company; and
WILLIAM MCPHEARSON,

Defendants.

ORDER ON AMAZON DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS

On June 12, 2023, this Court heard the Amazon Defendants' ("AMAZON, I.N.C., AMAZON.COM, INC., AMAZON LOGISTICS, INC., and AMAZON.COM SERVICES, L.L.C., MQJ1) Motion for Judgment on the Pleadings. The Court took the motion under advisement to review the pleadings and case law. The Court now rules as follows:

The Plaintiff alleges that Amazon owed a duty to the Decedent, Harvail Dhillon, to provide better lighting and signage so that he would not have to get out of his truck to locate an entrance to Amazon's property. The Plaintiff alleges in her Amended Complaint that the Decedent was an independent contractor intending to make a delivery to the Amazon Fulfillment Center. The Decedent, however, decided to park his semi-tractor trailer beside the public highway, County Road West 300

North. The Amended Complaint also alleges that Amazon had contracted with the Decedent to deliver goods to Amazon's Fulfillment Center located on the opposite side of County Road West 300 North. Further, the Amended Complaint alleges that the Decedent exited his truck onto County Road West 300 North and was struck and killed by a truck driven by Defendant WILLIAM MCPHERSON, an agent or employee of Defendant ICI TRANSPORT, L.L.C.

There are no allegations that the Decedent ever entered Amazon's premises or even attempted to enter the premises. The Decedent decided to park his truck adjacent to the public highway on the side opposite from Amazon's premises. The Decedent was then struck as he stepped onto the county road.

Amazon argues that it owed no duty to the Decedent as an invitee because under Indiana law, a person's status as an invitee is not created until the person enters Amazon's premises. *Louisville Cement Co, v. Mumaw*, 448 N.E.2d 1219, 1221 (Ind. App. 1983). In other words, Amazon had no duty because the Decedent was not on its premises.

The Plaintiff argues that in the case of *Lutheran Hospital v. Blaser,* the Court of Appeals held that a duty could exist beyond legal boundaries due to exertion of control beyond the boundaries. 634 N.E.2d 864 (Ind. App, 1994). This Court, however, finds the 2007 Court of Appeals case *Precedent Partners I, L.P. v. Hulen* is more on point and is determinative in favor of Amazon. 863 N.E.2d 328 (Ind. App. 2007).

In *Hulen*, the plaintiff sued the housing developer and homeowner's association for injuries received by being hit by a truck while riding her bicycle on a public street around the housing development. The trial court denied the defendants' motion for summary judgment. But on appeal, the Court of Appeals reversed the trial court and entered summary judgment in favor of the defendants as follows:

> With regard to the alleged duty to redirect construction traffic or to post signs

warning of construction traffic, the designated evidence does not establish that either Precedent or the Association had such a duty. Even assuming such a duty existed, there is no evidence that any breach of that duty contributed to the accident. The designated evidence does not suggest that the streets of the Meadows were congested with construction traffic or that construction vehicles otherwise posed any foreseeable danger to residents. A single pickup truck traveling on a public street is not a hazardous condition, as a matter of law.

The Hulens' reliance on *Lutheran Hospital of Indiana, Inc. v. Blaser,* 634 N.E.2d 864 (Ind.Ct.App.1994), and *Holiday Rambler Corp. v. Gessinger,* 541 N.E.2d 559 (Ind.Ct.App.1989), *trans. denied,* is misplaced. In both of those cases, the defendants' use of their premises proximately caused the plaintiffs' injuries. In *Lutheran Hospital,* the hospital allowed pedestrians and automobiles to use the "exit" driveway of its parking lot as an entrance without adequate safeguards or warnings. We held that "[b]ecause Lutheran knew the manner in which its invitees, both pedestrians and drivers, customarily used the driveway of the 'exit' in connection with its invitation, it is under a duty to correct the dangerous conditions and guard against foreseeable injuries." *Lutheran Hosp.,* 634 N.E.2d at 870.

In *Holiday Rambler,* the defendant company permitted hundreds of employees to leave its premises at 3:00 p.m. every day using four exits within an 800–foot stretch of a state road with a speed limit of fifty-five miles per hour. The employer did not establish a traffic flow pattern or otherwise try to safeguard against accidents. We reiterated that "the owner of land adjacent to a highway owes the duty to the traveling public to prevent injury to travelers upon the highway from any unreasonable risks created by the property's dangerous condition which the landowner knew or should have known about." *Holiday Rambler,* 541 N.E.2d at 562. And we held that a question of fact existed whether the defendant company had discharged its duty.

But here, again, neither Precedent nor the Association created a "dangerous condition" on their property that proximately caused Michelle's injuries. There is simply no evidence of a danger posed to residents from construction traffic, so there was no duty to redirect construction traffic or post warning signs. And the Hulens have failed to establish that Precedent and the Association caused, created, or had notice of an allegedly dangerous or hazardous condition. In moving for summary judgment, Precedent and the Association made a prima facie showing that there were no disputed facts regarding the existence of a hazardous condition that caused the accident. Indeed, Michelle could not remember whether her view of Guardado's pickup truck had been obscured by vegetation in the median, and the photographs included in the designated evidence do not depict anything suggesting that her view was so obscured. Further, a single pickup truck traveling down a public street is not, as a matter of law, a hazardous condition.

The law does not impose a duty on a business to guard against injury to the public from the negligent acts of someone over whom the business has no control and which injury occurs off the business' premises. *Snyder Elevators, Inc. v. Baker,* 529 N.E.2d 855, 859 (Ind.Ct.App.1988), *trans. denied.* Neither Precedent nor the Association was accountable for the conduct of Guardado and neither controlled the premises where the accident occurred. We hold that the trial court erred when it denied Precedent's and the Association's joint summary judgment motion. We reverse and remand with instructions

to enter summary judgment in favor of Precedent and the Association and against the Hulens.

Precedent Partners I, L.P. v. Hulen, 863 N.E.2d 328, 332–33 (Ind.App., 2007).

Similarly, Amazon had no duty to guard against injury to the Decedent from the negligent acts of someone over whom Amazon had no control and when the injury occurred off Amazon's premises. As noted in the *Precedent Partners* case, the Plaintiffs' reliance on the *Lutheran Hospital of Indiana, Inc. v. Blaser* case is misplaced. 634 N.E.2d 864 (Ind.Ct.App.1994). In *Lutheran Hospital,* the hospital's use of their premises proximately caused the plaintiffs' injuries. The hospital had allowed pedestrians and automobiles to use the "exit" driveway of its parking lot as an entrance without adequate safeguards or warnings. There are no such allegations in the case here.

Amazon's motion is GRANTED because the factual allegations in Plaintiff's Amended Complaint establish that the Amazon Defendants did not owe a duty under Indiana law. The Court, pursuant to Indiana Rule of Trial Procedure 12(C), enters judgment in favor of Amazon, I.N.C., Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services, LLC, MQJ1, and against Plaintiff as to Plaintiff's claims against the Amazon Defendants.

SO ORDERED on June 23, 2023.

Judge, Hamilton County Superior Court 4

Distribution via ECF to all counsel of record.

HAMILTON SUPERIOR COURT 4 SEAL INDIANA