STATE OF CONNECTICUT

Docket No. X10-UWY-CV-23-6074212 S

LAURIE LAVOIE AND DIANE DAIGLE, CO-ADMINISTRATORS OF THE ESTATE OF CYNTHIA MARY DAIGLE	:	SUPERIOR COURT
v.	:	COMPLEX LITIGATION DOCKET AT WATERBURY
AMAZON.COM, INC., ET AL.	:	APRIL 29, 2024

MEMORANDUM OF DECISION RE
MOTION TO STRIKE (No. 129) AND OBJECTION (No. 138)

STATEMENT OF THE CASE

This is a wrongful death action brought pursuant to General Statutes § 52-555, in connection with the death of the plaintiffs' decedent, Cynthia Mary Daigle, on April 10, 2021. More specifically, the plaintiffs allege that their decedent died as a result of being hit by a box truck, as the decedent was walking within a painted crosswalk, traversing North Broad Street in Meriden, Connecticut.

According to the plaintiffs, at the time of the subject incident, the box truck was being operated by the defendant, Quron Zene—who was employed by the defendant, Sheffield Express, LLC (Sheffield)—in connection with the delivery of products for the defendant, Amazon.com, Inc. (Amazon). The plaintiffs claim that Amazon contracts with the co-defendant, Amazon Logistics, Inc. (Amazon Logistics), to transport and deliver products to consumers, and that, in turn, Amazon Logistics contracts with Amazon delivery service partners (DSPs) to deliver Amazon packages.

The plaintiffs further claim that Amazon Logistics recruits individuals to form delivery companies, and that DSPs hire drivers referred to them by Amazon and Amazon Logistics to deliver packages within a DSP's service area. The plaintiffs contend that the Sheffield is a DSP and that Zene was selected and referred to Sheffield by Amazon. The plaintiffs allege that the defendants, Amazon, Amazon Logistics, and Amazon.com Services LLC (Amazon Services), are Delaware corporations; according to the plaintiffs, the defendant, Sheffield, is a Massachusetts corporation.

The operative complaint is brought in thirty-two counts. See Revised Complaint dated October 3, 2023 (Docket Entry No. 148). In the complaint, the plaintiffs assert claims in negligence, common law recklessness, statutory recklessness, and negligence per se against Zene. Id., Counts One, Two, Three, and Thirty-Two, respectively. The plaintiffs also allege a series of claims against Amazon, Amazon Logistics, Amazon Services, and Sheffield, in vicarious liability for the conduct of Zene (Id., Counts Four, Five, Six and Seven, respectively); negligent supervision (Id., Counts Eight, Nine, Ten, and Eleven, respectively); "alternative liability" for negligent supervision (Id., Counts Twelve, Thirteen, Fourteen, and Fifteen, respectively); negligent hiring and retention (Id., Counts Sixteen, Seventeen, Eighteen, and Nineteen, respectively); "alternative liability" for negligent hiring and retention (Id., Counts Twenty, Twenty-One, Twenty-Two, and Twenty-Three, respectively); and negligence (Id., Counts Twenty-Four, Twenty-Five, Twenty-Six, and Twenty-Seven, respectively). In Count Thirty-One, the plaintiffs allege

violations of the Connecticut Unfair Trade Practices Act, § 42-110a et seq., against Amazon only.

Counts Twenty-Eight, Twenty-Nine, and Thirty—which are the counts at issue in the moving defendants' motion to strike—seek to pierce the corporate veil. In these counts, the plaintiffs claim that Amazon, Amazon Logistics, Amazon Services, and Sheffield "were abusing the corporate form . . . . As such, equitable principles should be used to disregard the separate and distinct legal existence possessed by a corporation." Revised Complaint, Counts Twenty-Eight, Twenty-Nine, and Thirty, ¶ 19. According to the plaintiff, "[p]iercing the corporate veil leaves . . . Amazon as the company vicariously responsible for the actions of [Amazon Logistics], Amazon Services, Sheffield, and . . . Zene." Id., Count Twenty-Eight, ¶ 20. Similar allegations are made against Amazon Logistics and Amazon Services. Id., Counts Twenty-Nine and Thirty, ¶ 30.

In support of their contention that the corporate veil should be pierced as to Amazon, Amazon Logistics, and Amazon Services, the plaintiffs allege, inter alia, that one or more of these entities held Sheffield drivers out to the public as agents of Amazon; required Sheffield drivers to arrive at and to unload packages from Amazon or Amazon Logistics warehouse centers for delivery; monitored and evaluated Sheffield driver performance and supervised their work; required Sheffield drivers to inspect for vehicle damage and report such damage; required that Sheffield drivers deliver packages according to a precise schedule; dictated how many packages Sheffield drivers must deliver each day on each route, without modification; required

Sheffield drivers to photograph deliveries for Amazon customers; tracked delivery performance; ordered reattempted delivery when deliveries were not completed; required Sheffield to operate under the Amazon trademark; required Sheffield to operate under Amazon's method of operations; required Sheffield to make purchases through authorized vendors; controlled the hiring of Sheffield drivers and required drivers to wear Amazon-branded clothing; determined the make, model, and style of delivery vans to be used by Sheffield and required the vans to use Amazon insignia; required Sheffield to contract with a specific insurer for coverage and a selected provider for payroll services; established minimum wages, insurance coverage, and benefits for Sheffield drivers, and subjected Sheffield to periodic audits in connection with its requirements; had unrestricted access to Sheffield's payroll accounts and employee records; trained Sheffield drivers to learn Amazon-specific procedures for how to load and unload trucks and how to use Amazon applications; prohibited Sheffield from hiring drivers without approval; monitored Sheffield drivers with geo-tracking and monitoring systems; maintained "complete discretion" to terminate Sheffield employees and punish its drivers; and controlled "nearly every aspect of Sheffield's operations," allowing the moving defendants to maintain "complete control" over their delivery network while reducing costs and avoiding liability. Additional allegations of the operative complaint are set forth below, as necessary.

By a motion to strike (Docket Entry No. 129), the defendants, Amazon, Amazon Logistics, and Amazon Services, moved to strike the plaintiffs' corporate veil-piercing claims on the grounds that the plaintiffs fail to plead facts demonstrating that any

alleged control by the moving defendants "was used to commit fraud or wrong, to perpetuate the violation of a statutory or other positive legal duty, or a dishonest or unjust act in contravention of the plaintiff's legal rights." The moving defendants also claim that the plaintiffs fail to allege that any purported control exercised by them proximately caused the injury or loss complained of. The plaintiffs objected (Docket Entry No. 138), and the defendants replied (Docket Entry No. 141). Oral argument was held on January 30, 2024, on which date the court took this matter under advisement.

DISCUSSION

I

"[A] motion to strike challenges the legal sufficiency of a pleading . . . ." *Eskin* v. *Castiglia*, 253 Conn. 516, 522, 753 A.2d 927 (2000); see also Practice Book § 10-39 (a); *Cadle Co.* v. *D'Addario*, 131 Conn. App. 223, 230, 26 A.3d 682 (2011). The standard of review applicable to motions to strike is well established. As the motion is directed to the viability of a party's pleading as a matter of law, the court's inquiry is limited to the facts alleged in the challenged pleading. *Novametrix Medical Systems, Inc.* v. *BOC Group, Inc.*, 224 Conn. 210, 214–15, 618 A.2d 25 (1992). Any consideration of matters outside the pleadings is generally prohibited. *Liljedahl Bros., Inc.* v. *Grigsby*, 215 Conn. 345, 348, 576 A.2d 149 (1990) ("[i]n deciding upon a motion to strike . . . a trial court must take the facts to be those alleged in the [pleadings] . . . and cannot be aided by the assumption of any facts not therein alleged" [citations omitted; internal quotation marks omitted.]).

Although the court is thus limited to an examination of the pleadings on a motion to strike, "[w]hat is necessarily implied [in an allegation] need not be expressly alleged"; *Pamela B.* v. *Ment*, 244 Conn. 296, 308, 709 A.2d 1089 (1998), overruled on other grounds by *Gold* v. *Rowland*, 296 Conn. 186, 994 A.2d 106 (2010); and the court is required to "read the allegations of the [challenged pleading] generously to sustain its viability . . . ." *Sherwood* v. *Danbury Hospital*, 252 Conn. 193, 212, 746 A.2d 730 (2000); see also *Faulkner* v. *United Technologies Corp.*, 240 Conn. 576, 580, 693 A.2d 293 (1997) (in keeping with its obligation to interpret pleading generously, "[t]he court must construe the facts in the [challenged pleading] most favorably to the [claimant]").

Even so, a motion to strike "does not admit legal conclusions or the truth or accuracy of opinions stated in the pleadings." (Emphasis omitted.) *Mingachos* v. *CBS, Inc.*, 196 Conn. 91, 108, 491 A.2d 368 (1985). Thus, the motion must be granted "if the complaint alleges mere conclusions of law that are unsupported by the facts alleged." *Novametrix Medical Systems, Inc.* v. *BOC Group, Inc.*, supra, 224 Conn. 215. "For the purpose of ruling upon a motion to strike, the facts alleged in a [challenged pleading] . . . are deemed to be admitted." (Internal quotation marks omitted.) *DeConti* v. *McGlone*, 88 Conn. App. 270, 271 n.1, 869 A.2d 271, cert. denied, 273 Conn. 940, 875 A.2d 42 (2005).

II

A

With the foregoing principles in mind, the court turns to the merits of the defendants' motion. As stated by our Supreme Court, "[c]orporate veils exist for a reason and should be pierced only reluctantly and cautiously. The law permits the incorporation of business for the very purpose of isolating liabilities among separate entities." *Commissioner of Environmental Protection* v. *State Five Industrial Park, Inc.*, 304 Conn. 128, 139, 37 A.3d 724 (2012). "A court may pierce the corporate veil only under exceptional circumstances. . . ." *KLM Industries, Inc.* v. *Tylutki*, 75 Conn. App. 27, 31, 815 A.2d 688, cert. denied, 263 Conn. 916, 821 A.2d 770 (2003). As held by our Appellate Court, "[in] such unusual circumstances, [c]ourts will disregard the fiction of separate legal entity when a corporation is a mere instrumentality or agent of another corporation or individual owning all or most of its stock. . . . Under such circumstances the general rule, which recognizes the individuality of corporate entities and the independent character of each in respect to their corporate transactions, and the obligations incurred by each in the course of such transactions, will be disregarded, where . . . the interests of justice and righteous dealing so demand." (Internal quotation marks omitted.) Id., 31-32.

"The concept of piercing the corporate veil is equitable in nature. . . . No hard and fast rule . . . as to the conditions under which the entity may be disregarded can be stated as they vary according to the circumstances of each case. . . . Ordinarily the

corporate veil is pierced only under exceptional circumstances, for example, where the corporation is a mere shell, serving no legitimate purpose, and used primarily as an intermediary to perpetuate fraud or promote injustice. . . . The improper use of the corporate form is key to the inquiry, as [i]t is true that courts will disregard legal fictions, including that of a separate corporate entity, when they are used for fraudulent or illegal purposes. Unless something of this kind is proven, however, to do so is to act in opposition to the public policy of the state as expressed in legislation concerning the formation and regulation of corporations." *DeJesus* v. *R.P.M. Enterprises, Inc*. 204 Conn. App. 665, 704, 255 A.3d 885 (2021).

B

Historically, and under the common law, "[w]hen determining whether piercing the corporate veil is proper, our Supreme Court has endorsed two tests: the instrumentality test and the identity test." *KLM Industries, Inc.* v. *Tylutki*, supra, 75 Conn. App. 32; see also B. Faulkner, "Piercing The Corporate Veil In Connecticut," 83 No. 3 Conn. B. J. 251, 253 (2009) ("Connecticut law endorses two tests to determine whether to pierce the corporate veil: the identity rule and the instrumentality rule. An entity may be disregarded if the elements of either are satisfied. Most of the time, if one test is met, both are—they are simply slightly different roads to the same destination." [Footnotes omitted; internal quotation marks omitted.]).

"In July 2019, the Connecticut legislature changed Connecticut law on veil piercing with respect to *domestic entities* for actions filed on or after July 9, 2019. The

new statute [General Statutes § 33-673b,[1]] effectively eliminated the prior 'identity rule.' It also codified the legal standard for when the corporate veil may be pierced."

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[1] General Statutes § 33-673b reads, in part, as follows: "(a) A statutory limitation on the liability of an interest holder of a domestic entity for a debt, obligation or other liability of such domestic entity, including without limitation, the limitation set forth in section 33-673 or 34-251a, may not be disregarded based upon a veil piercing doctrine, claim or remedy in connection with a transaction to which the entity is a party, unless a court finds by a preponderance of the evidence that: (1) The interest holder exerted complete domination and control over the management, finances, policies and activities of such entity with respect to such transaction; (2) such domination and control was used by the interest holder to (A) commit fraud or other intentional wrong against the person asserting such doctrine, claim or remedy, (B) intentionally violate a statutory or common law duty to such person, or (C) commit a deceitful or other unlawful act against such person; and (3) the domination and control exerted by the interest holder and the breach of duty or other act proximately caused injury or loss to the person asserting such doctrine, claim or remedy.

"(b) In making a determination under subdivision (1) of subsection (a) of this section, a court shall consider factors that include, but are not limited to, whether: (1) The entity was adequately capitalized, (2) assets of the entity were distributed or otherwise transferred from the entity to the interest holder or any affiliate of such interest holder without any lawful business purpose, (3) there were overlapping interest holders, governors or other management personnel between the entity and the interest holder or any affiliate of such interest holder, (4) the interest holder or any affiliate of such interest holder shared office spaces, addresses and telephone numbers with the entity without payment of fair consideration, (5) transactions involving the entity and the interest holder or any affiliate of such interest holder were at arm's length and for fair consideration, (6) funds of the entity were commingled with funds of the interest holder or any affiliate of such interest holder, (7) the entity was treated as a separate legal entity for financial and other business purposes as evidenced by having its own contractual relationships, bank accounts, books of account and financial statements, (8) the entity was insolvent or rendered insolvent by the acts of the interest holder or any affiliate of such interest holder, and (9) the property of the entity was used by the interest holder or any affiliate of such interest holder without payment of fair consideration.

"(c) The burden of proof shall be on the person seeking to hold the interest holder of a domestic entity responsible for the debts, obligations or other liabilities of such entity.

(Emphasis added; footnote omitted.) R. Langer et al., 12 Connecticut Practice Series: Unfair Trade Practices § 6:6 (2023). For purposes of § 33-673b, "domestic entity" is defined as "an entity whose internal affairs are governed by the laws of this state . . . ." General Statutes § 33-673a (2).

In establishing the legal standard as a matter of statutory law, § 33-673b codified the instrumentality rule, abolished the identity rule, and eliminated the failure to observe corporate formalities as a basis for veil piercing. See *Russo* v. *2061 West Main LLC*, Superior Court, judicial district of Stamford, Docket No. CV-18-6036046-S (January 30, 2023, *Provodator, J.T.R.*) (referring to General Statutes § 33-673b as "limiting [the] scope of . . . veil piercing claims to [the] so-called instrumentality theory."); *Keating* v. *O'Keefe & Partners, Inc.*, Superior Court, judicial district of Fairfield, Docket No. CV-20-6099563-S (August 26, 2022, *Stewart, J.*) ("Much of the plaintiff's veil piercing claim is based on alleged failures to observe corporate formalities, but § 33-673b [d] is explicit that this can no longer serve as a basis for a veil piercing claim.").

However, by its express terms, § 33-673b is limited in its application to veil piercing claims against *domestic entities*. In this case, the corporate defendants against whom the plaintiffs' veil-piercing claims are brought are foreign corporations, whose internal affairs are governed by the law of the state of Delaware, not

"(d) The failure of a domestic entity to observe formalities relating to the exercise of its powers or the management of its activities and affairs is not grounds for imposing personal liability on an interest holder of such entity for a debt, obligation or other liability of such entity based upon a veil piercing doctrine, claim or remedy."

Connecticut. See *Resolution Trust Corporation* v. *Camhi*, 861 F. Supp. 1121, 1126 (D. Conn. 1994) ("The internal affairs doctrine developed on the principle that, in order to prevent corporations from being faced with conflicting demands, the authority to regulate a corporation's internal affairs should not rest with several jurisdictions. . . . Rather, the law of the state of incorporation determines issues relating to a corporation's internal affairs . . . ."); see also *Carbone* v. *Nxegen Holdings, Inc.*, Superior Court, judicial district of Hartford, Docket No. CV-13-6039761-S (October 3, 2014, *Peck, J.*) (57 Conn. L. Rptr. 36) ("Connecticut courts have generally applied the law of the state of incorporation of the subject corporation pursuant to the 'internal affairs' doctrine.").

As the moving defendants are not "domestic entities" as defined by § 33-673a (2), § 33-673b is facially inapplicable to the moving defendants, and the court will apply Connecticut's existing common law rules to the veil piercing claims against them, including both the instrumentality and identity rules.[2] See *Skorpios Properties, Ltd.* v. *Waage*, 172 Conn. 152, 156, 374 A.2d 168 (1976) ("A statute should not be construed as altering the common-law rule, farther than the words of the statute import, and should not be construed as making any innovation upon the common law which the statute does not fairly express."); accord *Dart & Bogue Co.,*

[2] In their respective submissions to the court regarding the moving defendants' motion to strike, the parties do not argue that the provisions of § 33-373b apply to this dispute. Rather, the parties advance arguments in favor of and against the motion based on the common law instrumentality and identity rules. See Def. Supp. Memo. (Docket Entry No. 130), pp. 4-8; Pl. Opp. Memo. (Docket Entry No. 138), pp. 11-14; Pl. Reply Br. (Docket Entry No. 141), pp. 1-7.

Inc. v. *Slosberg*, 202 Conn. 566, 573, 522 A.2d 763 (1987); see also *State* v. *O'Neil*, 65 Conn. App. 145, 159, 782 A.2d 209 (2001), aff'd 262 Conn. 295, 811 A.2d 1288 (2003) ("We do not read statutes to depart from the common law without a clear indication of legislative intent to do so. . . . In determining whether or not a statute abrogates or modifies the common law rule the construction must be strict, and the operation of a statute in derogation of the common law is to be limited to matters clearly brought within its scope." [Citations omitted; emphasis omitted; internal quotation marks omitted.]).

III

While "[t]here is no definitive appellate ruling on the issue of whether piercing the corporate veil may be brought as an independent cause of action in Connecticut, [nevertheless,] on the basis of previous decisions of the Supreme Court, it may be inferred that a plaintiff may separately assert such a claim. . . . However, although a piercing the corporate veil claim might be framed as an independent cause of action, the claim is nothing more than a remedial request to enforce a judgment against a party not primarily liable." (Citation omitted; internal quotation marks omitted.) *FIH, LLC* v. *Barr*, Superior Court, judicial district of Stamford, Complex Litigation Docket, Docket No. X08-CV-20-6045676-S (December 28, 2022, *Ozalis, J.*).

In order to survive a motion to strike, "facts satisfying each element of either the instrumentality rule or identity rule must . . . be specifically pleaded." B. Faulkner, supra, 83 Vol. 3 Conn. B. J. 261. "Although Superior Court decisions differ as to what extent a complaint must allege the elements of the instrumentality or the

identity rule, the decisions are consistent in holding that, at a minimum, the complaint must allege a sufficient factual basis for a court to pierce the corporate veil." *Sekas* v. *Enginunity PLM, LLC*, Superior Court, judicial district of Ansonia, Docket No. CV-75002249-S (June 6, 2007, *Esposito, J.*). Thus, conclusory allegations concerning the necessary elements of the instrumentality or identity rules, such as control and unity of interest, are insufficient. See, e.g., *Nash* v. *Roland Dumont Agency, Inc.*, Superior Court, judicial district of New London, Docket No. CV-18-5018054-S (August 21, 2019, *Knox, J.*), aff'd 336 Conn. 917, 245 A.3d 802 (2021) ("Courts have repeatedly denied claims for piercing the corporate veil where the allegations merely set forth legal conclusions that are unsupported by particularized facts.").

A

The court begins with the instrumentality rule. "The instrumentality rule requires, in any case but an express agency, proof of three elements: (1) Control, not mere majority or complete stock control, but complete domination, not only of finances but of policy and business practice in respect to the transaction attacked so that the corporate entity as to this transaction had at the time no separate mind, will or existence of its own; (2) that such control must have been used by the defendant to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or a dishonest or unjust act in contravention of plaintiff's legal rights; and (3) that the aforesaid control and breach of duty must proximately cause the injury or unjust loss complained of." *Hersey* v. *Lonrho, Inc.,* 73 Conn. App. 78, 87, 807 A.2d

1009; see also 12 R. Langer et al., supra, § 6:6 (reciting elements of instrumentality rule).

In this case, while the plaintiffs allege a series of specific facts pertaining to the issue of control, the moving defendants do not ask the court to strike the veil-piercing claims based on the control element of the rule. Rather, the moving defendants argue that the complaint fails to satisfy the second and third elements of the rule—namely, that the alleged control was used to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or a dishonest or unjust act in contravention of plaintiffs' legal rights, and that such control and breach of duty must proximately cause the injury or unjust loss complained of. The court agrees with the defendants that the second and third elements of the instrumentality test are not met here.

To begin, while the complaint alleges facts concerning the moving defendants' control over Sheffield's operations, the facts alleged do not show that the control was used to commit a wrong or harm the plaintiffs' rights in connection with the death of their decedent. Many of the allegations pertaining to control—such as dictating the make, model, and style of delivery vans used, requirements pertaining to pay and benefits, the use of logos, and procedures for loading and unloading trucks—are not allegedly wrongful, nor do these claims bear on the death of the plaintiffs' decedent in the circumstances alleged. "These allegations, either alone or in concert, do not amount to a showing of fraud or an unjust act that would have a direct negative effect on [the] plaintiff's legal rights . . . ." *Prindle* v. *Down to Earth Tree Services, LLC*,

Superior Court, judicial district of Windham, Docket No. CV-21-6022646-S (August 9, 2023, *Lohr, J.*) (striking veil-piercing claims where plaintiff alleged control and dominion by individual defendants, including dictating the extent of workers' compensation coverage provided, using of corporate employees and equipment for work at individuals' personal residence, and using company workers and equipment in the service of other entities in which individuals had ownership interest); see also *Goldblatt, Marquette & Rashba, P.C.* v. *Ford*, Superior Court, judicial district of New Haven, Docket No. CV-09-6005583-S (June 25, 2012, *Wilson, J.*) ("Although the plaintiff . . . [alleges] that the defendant acted 'unjustly,' there are no specific factual allegations to support that legal conclusion.").

Somewhat closer to the mark are the claims pertaining to the moving defendants' purported control over the supervision, hiring, and termination of Sheffield drivers such as Zene. Still, the plaintiffs' bald allegations concerning the moving defendants' supervision of Sheffield drivers, and their control over hiring and termination, do not involve fraud, illegal conduct, or breach of a legal duty, and the allegations fail to show *how* the alleged control over aspects of supervision, as well as hiring and termination, harmed the plaintiffs' rights. Simply put, there is an inadequate factual nexus between the control alleged and the claims of negligence and other wrongful conduct asserted. For example, in Count Ten, while claiming that Sheffield failed to exercise due care in supervising Zene—based on Zene's purported lack of experience, knowledge, and ability to be employed by Sheffield—the complaint does not allege how the moving defendants' purported control over supervision of

Sheffield employees caused or otherwise led to the negligent supervision of Zene by Sheffield, thereby causing the decedent's death.[3] As stated by the Superior Court in granting a motion to strike a claim for piercing the corporate veil, "[n]otably absent from the complaint are any allegations that the [wrongful conduct alleged] was used to commit a fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or a dishonest or unjust act in contravention of [the] plaintiff's legal rights." *Goldblatt, Marquette & Rashba, P.C.* v. *Ford*, supra, Superior Court, Docket No. CV-09-6005583-S.

Moreover, while the plaintiffs allege that the moving defendants used their control over Sheffield to reduce costs and avoid liability, there is no claim that Sheffield is inadequately capitalized, failed to comply with corporate formalities, or participated in moving funds that would deprive the plaintiffs of an adequate recovery on their claims. As stated by one court, "[n]otably missing . . . are allegations of fact that would typically set forth in an effort to pierce a corporate veil such as facts relating to insufficient capitalization, facts relating to insufficient compliance with corporate formalities, [and] facts relating to a moving of funds or assets back and forth between . . . corporations." *Chateaux Software Dev., Inc.* v. *Digital Commodity Holdings Ltd.*, Superior Court, judicial district of Stamford, Docket No. CV-20-5023157-S (March 31, 2021, *Genuario, J.*); see also *Stemler* v. *PMC Development,*

[3] In Counts Eight, Nine, and Ten of the complaint, the plaintiffs assert *direct* claims in negligent supervision against Amazon, Amazon Logistics, and Amazon Services, respectively; in Counts Sixteen, Seventeen, and Eighteen, the plaintiffs allege *direct* claims in negligent hiring and retention against the same defendants. These counts are not at issue in the motion to strike before the court.

LLC, Superior Court, judicial district of New Haven, Docket No. CV-18-6080274-S (July 12, 2021, *Abrams, J.*) (striking veil-piercing claims where plaintiffs alleged complete control over corporate finances, policy, and business of company by individuals, based on inadequate factual allegations in support of such allegations, including the failure to "allege with any specificity how [the company] was inadequately capitalized."). The plaintiffs' veil-piercing claims fail under the instrumentality rule.

B

The court turns to the identity rule. "The identity rule has been stated as follows: If a plaintiff can show that there was such a unity of interest and ownership that the independence of the corporations had in effect ceased or had never begun, an adherence to the fiction of separate identity would serve only to defeat justice and equity by permitting the economic entity to escape liability arising out of an operation conducted by one corporation for the benefit of the whole enterprise." *KLM Industries, Inc.* v. *Tylutki*, supra, 75 Conn. App. 32-33; see also 12 R. Langer et al., supra, § 6:6 (reciting elements of identity rule).

According to our Supreme Court, "[t]he identity rule primarily applies to prevent injustice in the situation where two corporate entities are, in reality, controlled as one enterprise because of the existence of common owners, officers, directors or shareholders and because of the lack of observance of corporate formalities between the two entities." *Angelo Tomasso, Inc.* v. *Armor Construction & Paving, Inc.*, 187 Conn. 544, 560, 447 A.2d 406 (1982). In this case, the plaintiffs do

not allege the existence of common owners, officers, directors, or shareholders, nor do they claim that corporate formalities have not been observed. See, e.g., *Prindle* v. *Down to Earth Tree Services, LLC*, supra, Superior Court, Docket No. CV-21-6022646-S (observing that allegations "do not rise to the high level of disregard towards corporate formalities that the identity rule demands to justify veil piercing by this court."); *Girouard* v. *R.I. Pools, Inc.*, Superior Court, judicial district of Stamford, Docket No. CV-07-5004474-S (January 6, 2009, *Adams, J.*) (holding that identity rule was not satisfied where "there are no specific facts alleged to demonstrate how [the individual defendant] disregarded corporate formalities or failed to maintain separate identities."); see also *Brunette* v. *Bristol Savings Bank*, Superior Court, judicial district of New Britain, Docket No. CV-92-0453957-S (September 15, 1992, *Goldberg, S.J.*) ("the de facto control alleged by the plaintiffs is insufficient to invoke the identity rule."). Moreover, and in the circumstances of this case, the plaintiffs fail to allege facts demonstrating that, as a matter of equity, the corporate veil must be pierced to prevent injustice. Thus, the plaintiffs' veil-piercing claims also fail under the identity rule.

CONCLUSION

For the foregoing reasons, the defendants' motion to strike (No. 129) is GRANTED; the objection (No. 138) is OVERRULED.

PIERSON, J.