NNH CV22-6120591 S : SUPERIOR COURT

ANTONIO OAXACA : JUDICIAL DISTRICT OF
: NEW HAVEN

V. : AT NEW HAVEN

ANTHONY MARIN HERNANDEZ, ET AL. : MAY 20, 2024

MEMORANDUM OF DECISION ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT No. 114.00

This case arises out of a 2020 motor vehicle accident between Plaintiff Antonio Oaxaca and Defendant Anthony Marin Hernandez. Following the accident, in 2021, Hernandez filed a two count Complaint against Oaxaca alleging negligence and statutory recklessness (the "2021 Case"). In 2022, Oaxaca filed a one count Complaint against Hernandez alleging negligence (the "2022 Case").

The defendant Hernandez has moved for summary judgment in this case (the 2022 Case) on the grounds that the issue of liability for the accident has previously been litigated in an arbitration held in connection with the 2021 Case, in which the arbitrator found in the defendant's favor.

The court has considered filings #114.00, 115.00, and 116.00, as well as the arguments of counsel made at the hearing on May 13, 2024.

For all of the reasons detailed below, the Court denies the motion for summary judgment.

MATERIAL FACTS AND PROCEDURAL HISTORY

While both cases were pending, the parties agreed to arbitrate the 2021 Case. The arbitration agreement provided that the parties are agreeing to arbitration "to expedite the resolution of tort liability and damages between Plaintiff and Defendants...." However, it also

stated that that "this arbitration shall apply only to the claims asserted in the [2021 Case], and shall not affect the claims asserted in the [2022 Case]."

Following an arbitration where both parties were represented by counsel and both parties testified, the arbitrator issued a decision in which he held that Hernandez was entitled to total damages of $30,497.46. He also held that Oaxaca was 51% negligence for causing the accident (and Hernandez 49% negligent), and therefore awarded Hernandez $15,553.70.

In this case, Hernandez has moved for summary judgment based on the doctrine of collateral estoppel. Hernandez claims that the arbitrator has decided the issue of liability in the arbitration.

LEGAL ANALYSIS

I. Standards and Law

Summary judgment "shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Practice Book § 17-49; see also *Provencher* v. *Enfield,* 284 Conn. 772, 790-91, 936 A.2d 625 (2007). A "material fact" is one that would make a difference in the outcome of the case. *Hammer* v. *Lumberman's Mutual Casualty Co.,* 214 Conn. 573, 578, 573 A.2d 699 (1990).

"In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party.... The party seeking summary judgment has the burden of showing the absence of any genuine issue [of] material facts which, under applicable principles of substantive law, entitle him to a judgment as a matter of law." (Internal quotation marks omitted.) *Romprey* v. *Safeco Ins. Co. of America*, 310 Conn. 304, 312, 77 A.3d 726 (2013).

"[S]ummary judgment is appropriate only if a fair and reasonable person could conclude only one way ... [A] summary disposition ... should be on evidence which a jury would not be at liberty to disbelieve and which would require a directed verdict for the moving party ... [A] directed verdict may be rendered only where, on the evidence viewed in the light most favorable to the nonmovant, the trier of fact could not reasonably reach any other conclusion than that embodied in the verdict as directed." (Citations omitted; internal quotation marks omitted). *Dugan* v. *Mobile Medical Testing Services, Inc.,* 265 Conn. 791, 815, 830 A.2d 752 (2003).

II. The Defendant Is Not Entitled To Summary Judgment.

Having considered the relevant filings, as well as the parties' arguments, the court holds that the defendant has not established that he is entitled to judgment as a matter of law for two reasons. First, the plain language of the arbitration agreement provides that the arbitration should not affect this case. Second, an ambiguity in the arbitration agreement presents an issue of fact which precludes the granting of summary judgment.

A. The Language Of The Arbitration Agreement Prevents The Granting Of Summary Judgment

The defendant is correct that an arbitrator heard testimony from both parties, and ultimately ruled that Hernandez was 51% negligent for causing the accident. "[O]rdinarily a factual determination made in final and binding arbitration is entitled to preclusive effect ... Thus, a court properly may grant summary judgment on the ground that the plaintiff's claims are barred by the doctrine of collateral estoppel on the basis of a prior arbitration award." (Citations omitted; internal quotation marks omitted.) *Doyle* v. *Universal Underwriters Ins. Co.*, 179 Conn.App. 9, 15-16, 178 A.3d 445 (2017).

However, the court cannot disregard the plain language of the arbitration agreement quoted above which provides that the arbitration agreement "shall not affect" the present litigation. See *O'Connor* v. *Waterbury,* 286 Conn. 732, 743, 945 A.2d 936 (2008) ("in construing contracts, we give effect to all the language included therein, as the law of contract interpretation ... militates against interpreting a contract in a way that renders a provision superfluous").

The court must give some meaning to the provision which specifically stated that the arbitration shall not affect this case.

Accordingly, the court cannot grant summary judgment on this basis.

B. The Conflicting Provisions Of The Arbitration Agreement Present An Ambiguity Which Precludes The Granting Of Summary Judgment

In addition, the two provisions at issue appear to conflict with each other. The arbitration agreement between the parties specifically stated that "this arbitration shall apply only to the claims asserted in the [2021 Case], and shall not affect the claims asserted in the [2022 Case]." And the very next paragraph of the agreement provided that the parties are agreeing to arbitration "to expedite the resolution of tort liability and damages between Plaintiff and Defendants..."

The two conflicting provisions raise an ambiguity in the agreement.

"[A] contract is ambiguous if the intent of the parties is not clear and certain from the language of the contract itself.... [A]ny ambiguity in a contract must emanate from the language used by the parties.... The contract must be viewed in its entirety, with each provision read in light of the other provisions ... and every provision must be given effect if it possible to do so....

If the language of the contract is susceptible to more than one reasonable interpretation, the contract is ambiguous." *Dunn* v. *Etzel*, 166 Conn. App. 386, 393, 141 A.3d 990 (2016).

"When the language of a contract is ambiguous, the determination of the parties' intent is a question of fact." *David M. Somers & Associates, P.C.* v. *Busch*, 283 Conn. 396, 403, 927 A.2d 832 (2007).

"As a matter of law, summary judgment is inappropriate when the language of a contract as to the parties' intent is ambiguous." *O, R & L Commercial, LLC* v. *Colt Gateway, LLC*, 156 Conn. App. 371, 381, 112 A.3d 223, cert. denied, 317 Conn. 908, 114 A.3d 1223 (2015).

There is nothing in the record to indicate why the parties arbitrated the 2021 case and intentionally carved out the 2022 Case in the arbitration agreement. Neither party submitted affidavits in support of their respective positions.

The language of the arbitration agreement at issue in this case is ambiguous, and accordingly, the court cannot enter summary judgment.

For all of the foregoing reasons, the motion for summary judgment is denied.

Wax-Krell, J.