

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

SILVIO VASCONCELOS as	)	
ADMINISTRATOR OF THE	)	
ESTATE OF MARINA	)	
VASCONCELOS, SILVIO	)	
VASCONCELOS, individually,	)	C.A. No. N26C-07-031 SSA
CARMELLA VASCONCELOS,	)	
individually, and AUDREY	)	C.A. No. N26C-07-023 MAA
COLLINS, individually.	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
GORDON LEE TURNER,	)	
<i>et. al.</i> ,	)	
Defendants.	)	

Submitted: October 20, 2026

Decided: October 27, 2026

On U-Haul Defendants’ Motion to Dismiss: Denied

The Court must determine whether Federal law requires dismissal of claims against U-Haul Co. of Delaware, Inc., and U-Haul International, Inc. (collectively “U-Haul Defendants”) or if the Amended Complaints¹ allege direct negligence sufficient to fall within the statutory exception. The Court finds each Amended Complaint sufficiently alleges direct negligence to fall within the exception. Therefore, the Motions to Dismiss are Denied.

¹ N26C-07-023 is consolidated with this case for pretrial matters and discovery.

Facts, as Alleged in Each Amended Complaint
Vasconcelos Plaintiffs' Amended Complaint

On March 17, 2025, Defendant Turner rented a U-Haul truck for a 1.5 hour period using stolen identification.² The truck was not returned. It was reported stolen on April 28, 2025.³ The day after it was reported stolen, it is alleged Defendant Turner drove the U-Haul in a negligent and/or reckless manner and struck Ms. Vasconcelos, causing her death.⁴

The Amended Complaint alleges Defendant Turner was “[a]t all times relevant” operating a vehicle owned by U-Haul Defendants.⁵ Vasconcelos Plaintiffs allege nothing was done, at the time of the rental, to verify Defendant Turner’s identity despite U-Haul Defendants “own policies and procedures.”⁶ Specifically, Vasconcelos Plaintiffs allege U-Haul Defendants’ own policies require verification and a second form of identification.⁷ The Amended Complaint alleges Defendant Turner’s true information was within the U-Haul computer system but was not checked when he was permitted to rent the vehicle with stolen identification.⁸ The Amended Complaint alleges Defendant Turner had been denied rental from U-Haul

² Pl. Vasconcelos’s Amended Compl., D.I. 16, at ¶ 7.

³ *Id.* at ¶ 14.

⁴ *Id.* at ¶ 15.

⁵ *Id.* at ¶ 32.

⁶ *Id.* at ¶¶ 11, 23, 35.

⁷ D.I. 16, at ¶ 11.

⁸ *Id.* at ¶ 36.

Defendants on a prior occasion.⁹ Finally, the Vasconcelos Plaintiffs aver negligence on the part of U-Haul Defendants, asserting they failed to track and secure the rental and failed to report the rental as stolen in a timely fashion.¹⁰

Collins' Amended Complaint

This Amended Complaint also alleges Defendant Turner presented stolen identification to secure this rental.¹¹ Plaintiff Collins alleges that “[a] query of M&M Newark, Inc. and/or U-Haul’s internal customer database at the time of the transaction would have immediately revealed that the telephone number and e-mail address provided were linked directly to [Defendant Turner]...”¹² Plaintiff Collins alleges “[d]espite possessing active system records flagging Defendant Turner as an ineligible, blocked, or high-risk customer....U-Haul completely failed to cross-reference its own system, failed to flag the transaction, and failed to verify that the physical appearance of the renter did not match the photograph on the stolen driver’s license.”¹³ Like the Vasconcelos Amended Complaint, the Collins Complaint asserts U-Haul Defendants refused to rent to Defendant Turner previously.¹⁴

The Amended Complaint of Plaintiff Collins alleges Defendant Turner was a wanted fugitive for felony charges, including fleeing from police and crashing into

⁹ *Id.* at ¶ 13.

¹⁰ *Id.* at ¶ 42.

¹¹ Pl. Collins’s Amended Compl., D.I. 9, at ¶¶ 8, 35, 47.

¹² *Id.* at ¶ 10.

¹³ *Id.* at ¶ 12.

¹⁴ *Id.* at ¶ 11.

a patrol car.¹⁵ It asserts Defendant Turner’s license was suspended.¹⁶ Plaintiff Collins asserts this information was “readily available in public records and national databases” yet “M&M Newark, Inc. and/or U-Haul individually, collectively, jointly and/or severally negligently entrusted a 2.5-ton commercial van to an unvetted renter.”¹⁷

This Amended Complaint also alleges two forms of valid identification are required to rent a U-Haul vehicle.¹⁸ It alleges violations of U-Haul’s own policies, procedures and industry standards.¹⁹ Plaintiff Collins asserts U-Haul Defendants “failed to properly implement, monitor and/or modify its systems to prevent dealers, agents, servants and/or employees from renting vehicles to prohibited persons.”²⁰ This Amended Complaint alleges negligence for failure to utilize available technology and “reasonable fleet management and loss prevention procedures concerning an overdue rental vehicle.”²¹ It further alleges negligent failure to “conduct reasonable audits, compliance reviews, or supervisory oversight to ensure adherence to U-Haul’s rental and identity verification policies.”²²

¹⁵ *Id.* at ¶ 16.

¹⁶ D.I. 9, at ¶ 18.

¹⁷ *Id.* at ¶ 19.

¹⁸ *Id.* at ¶¶ 14, 34, 36, 46, 48.

¹⁹ *Id.* at ¶ 52.

²⁰ *Id.* at ¶ 50.

²¹ D.I. 9, at ¶ 55.

²² *Id.*

U-Haul Defendants' Motions to Dismiss

U-Haul Defendants have moved to dismiss pursuant to Superior Court Civil Rule 12(b)(6). U-Haul Defendants argue the claims asserted against them are based only on a theory of vicarious liability.²³ Further, they argue “unsupported claims of independent negligence are nothing more than attempts to skirt the federal preemption of liability against owner/lessors without any factual teeth.”²⁴

Legal Standards

Motion to Dismiss

Pursuant to Rule 12(b)(6), the Court reviews the Complaint for “any reasonably conceivable set of circumstances, susceptible of proof, upon which a plaintiff may recover.”²⁵ It “accept[s] all well-pleaded factual allegations in the Complaint as true [and] ... draw[s] all reasonable inferences in the plaintiff’s favor....”²⁶ “A complaint is sufficient so long as [a] short and plain statement gives

²³ This argument is found within the Motion to Dismiss filed in each case (N26C-07-023, N26C-07-031) at ¶ 6. Comparison reveals the authorities and argument advanced by U-Haul Defendants in each Motion to Dismiss is nearly identical.

²⁴ See Def.’s Mot. to Dismiss, D.I. 35, at ¶ 13 (N26C-07-031). See also Def.’s Mot. to Dismiss, D.I. 29, at ¶ 13 (N26C-07-023).

²⁵ *Boissonneault v. Del. Podiatric Med., P.A.*, 2024 WL 5055538, at *2 (Del. Super.) citing *Vinton v. Grayson*, 189 A.3d 695, 700 (Del. Super. 2018).

²⁶ *CLP Toxicology, Inc. v. Casla Bio Holdings LLC*, 2020 WL 3564622, at *9 (Del. Ch.) citing *Cent. Mortg. Co. v. Morgan Stanley Mortg. Cap. Holdings LLC*, 27 A.3d 531, 536 (Del. 2011).

Defendant fair notice of the claim.”²⁷ Factual disputes are out of bounds.²⁸ “The complaint generally defines the universe of facts that the trial court may consider in ruling on a Rule 12(b)(6) motion to dismiss.”²⁹

Graves Amendment

“A valid federal statute preempts any state law with which it actually conflicts.”³⁰ 49 U.S.C. § 30106(a)(2), also referred to as the Graves Amendment, provides:

An owner of a motor vehicle that rents or leases the vehicle to a person (or an affiliate of the owner) shall not be liable under the law of any State or political subdivision thereof, by reasons of being the owner of the vehicle (or an affiliate of the owner), for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease, if—there is no negligence or criminal wrongdoing on the part of the owner (or an affiliate of the owner).

The purpose of this statute is “to protect the vehicle rental and leasing industry against claims for vicarious liability where the leasing or rental company’s only relation to the claim was that it was the technical owner of the car.”³¹ In upholding

²⁷ *Boissonneault*, 2024 WL 5055538, at *3 citing *VLIW Tech., LLC v. Hewlett-Packard Co.*, 840 A.2d 606, 611 (Del. 2003). That statement “is to be liberally construed.” *VLIW Tech., LLC*, 840 A.2d at 611 (citations omitted).

²⁸ *Id.* (citations omitted). The rationale is that “[b]ecause a motion to dismiss ... must be decided without the benefit of a factual record,” at this stage “the court is required to assume as true the well-pleaded allegations in the complaint.” *Malpiede v. Townson*, 780 A.2d 1075, 1082 (Del. 2001) (citations omitted).

²⁹ *Murray v. Mason*, 244 A.3d 187, 192 (Del. Super. 2020) (citation omitted) quoting *In re Gen. Motors (Hughes) S’holder Litig.*, 897 A.2d 162, 169 (Del. 2006).

³⁰ *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1245 (11th Cir. 2008).

³¹ *Rein v. CAB East LLC*, 2009 WL 1748905 *2 (S.D.N.Y. 2009).

the decision to grant summary judgment in favor of rental car companies, the 11th Circuit began by noting the rental car companies “were not negligent or otherwise at fault” in leasing a car to an alleged tortfeasor.³² A complaint that alleges only vicarious liability on behalf of the owner of the rental vehicle is insufficient under the Graves Amendment.³³ But, “[t]heories of direct liability do not fall within its ambit.”³⁴

This Court has previously considered whether the Graves Amendment bars suit against an owner.³⁵ *Blades* involved a similar issue insofar as the owner asserted the Complaint should be dismissed, arguing it asserted vicarious liability claims only. This Court did not agree, finding the lease terms placed the responsibility of vehicle maintenance on the owner, and the Complaint alleged negligence through the provision of a defective vehicle—which is factually distinct from this matter. The Court also found the Complaint adequately pled direct negligence on the part of the owner through a theory of negligent entrustment.³⁶

³² *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1245 (11th Cir. 2008).

³³ *Kersey v. Hirano*, 2009 WL 2151845 *2-3 (D. Md. 2009).

³⁴ *Fuller v. Biggs*, 532 F.Supp.3d 371, 380 (N.D. Texas 2021).

³⁵ *Blades v. Rosson*, 2025 WL 3719844 (Del. Super. 2025).

³⁶ *Id.* See also *Enari v. Davranov*, 2026 WL 1265749 *7 (M.D. Pa) citing *Knecht v. Balanescu*, 2017 WL 4573796 *11 (M.D. Pa. 2017). *Hallums v. Infinity Insurance Co.*, 309 F.Supp. 1333, 1340-1 (S.D. Fl. 2018) (collecting cases).

Analysis

If not already clear by the recitation of facts, the Complaints are different. Based on the allegations of both, the U-Haul Defendants fall under the framework of the Graves Amendment, as they are alleged to be owners of the rented truck in this case. The question is whether the allegations in this case allege negligence on the part of U-Haul. The Court will analyze each Complaint separately under the applicable legal standards.

The Court finds it significant that the Vasconcelos Plaintiffs allege U-Haul had previously refused rental to Defendant Turner as it relates to a theory of negligent entrustment. Additionally, the allegation that U-Haul Defendants failed to enforce their own policies and procedures further supports a negligent entrustment theory. Further, the Court finds direct negligence is pled by the Vasconcelos Plaintiffs in their allegations that U-Haul failed to track and secure their rental.

Plaintiff Collins' Amended Complaint alleges the same base facts as the Vasconcelos Plaintiffs and goes further. Specifically, Plaintiff Collins alleges information related to Defendant Turner's background, including his suspended license and fugitive warrants for fleeing from police and crashing into a police car, was readily available to U-Haul Defendants. These allegations relate to negligent entrustment, which this Court (and others), have found to be a theory of direct negligence falling within the statutory exception of the Graves Amendment. There

are also allegations of direct negligence within Collins' Amended Complaint evidenced by assertions that the U-Haul Defendants failed to implement adequate policies, safeguards and/or technology to detect fraud and theft of their fleet. The Court disagrees with U-Haul Defendants position that both Complaints are based solely on a theory of vicarious liability.

The purpose of the Graves Amendment is to protect against suits for vicarious liability where the only link to the defendant is technical ownership. But the law contains a specific carveout for direct negligence. In contrast to *Garcia*, here the Amended Complaints allege negligence on behalf of the U-Haul Defendants in renting the vehicle to Defendant Turner, advancing a theory of negligent entrustment.³⁷

U-Haul Defendants argue their co-defendant, M&M, bore responsibility to verify Defendant Turner's identification and handle the rental process as it relates to negligent entrustment. This Court cannot resolve that question at this time. U-Haul Defendants' Motions to Dismiss are DENIED.

IT IS SO ORDERED.

/s/Sonia Augusthy
Judge Sonia Augusthy

³⁷ *Garcia v. Vanguard Car Rental USA, Inc.*, 540 F.3d 1242, 1245 (11th Cir. 2008).