Mauricio TAVARES v. ZIPCAR, INC., et al.

(2026) 118 Cal.App.5th 219

Court of Appeal, Third District, California

Remote car rental company owed no duty to inquire as to whether a renter was intoxicated when he used the app to rent a vehicle.

FACTS/PROCEDURE

Plaintiff, Mauricio Tavares, sued Zipcar, Inc., a membership-based rental service that provides its members with remote access to vehicles by the hour. Prospective members must apply and be approved for membership. After Zipcar verifies the applicant's driver's license, it approves the membership and issues a membership card. Members are then able to reserve a vehicle of their choice using the Zipcar app or the company's website.

Defendant Mohammed Ismail was a Zipcar member. The membership agreement stated that Zipcar had the right to terminate his membership for misconduct, including driving while impaired. While intoxicated, Ismail reserved and drove a Zipcar vehicle, with Plaintiff Mauricio Tavares as a passenger. The Zipcar app asked Ismail no questions other than the date, time, and location of the vehicle he wished to rent. Zipcar had no knowledge that Ismail had ever operated a vehicle while intoxicated or otherwise impaired. When Ismail took possession of the vehicle on the night of the incident, it was not equipped with a breathalyzer or any other alcohol-sensing device to assess potential driver impairment. Ismail crashed into a tree, leaving Plaintiff with paraplegic injuries. Plaintiff sued Zipcar, contending that Zipcar negligently entrusted its vehicle to Ismail, whom Zipcar knew or should have known was intoxicated and unfit to operate the vehicle. In addition, Plaintiff asserted claims against Zipcar for negligent maintenance and vicarious liability.

Ismail testified that if Zipcar had a method of checking whether he appeared impaired at the time of the rental, he would not have reserved the vehicle that night. The trial court granted summary judgment in favor of Zipcar, ruling that Zipcar had no duty to inquire into Ismail's impairment. Plaintiff appealed.

HOLDING/DISCUSSION

The Third Appellate District affirmed the trial court's judgment. A rental company may be held liable for negligently entrusting a vehicle to a customer. To establish such liability, a plaintiff must prove, among other elements, that the defendant knew or should have known that the driver was incompetent or otherwise unfit to operate the vehicle.

Civil Code section 1939.37 exempts remote rental car companies from the ordinary requirement that rental companies inspect a driver's license at the time of rental. Here, the court held that Zipcar had no actual or constructive notice of Ismail's intoxication. Although in-person rental companies may be liable for renting a vehicle to a person whom an employee can observe to be impaired, the court concluded that by expressly authorizing remote rental companies to rent vehicles without in-person employee interaction, the Legislature also intended to exempt such companies from any duty to assess whether the

renter appears impaired at the time of rental. This includes any requirement to use a method or device to screen for driver impairment because the legislature carefully defined circumstances in which electronic surveillance technology may be employed in rental vehicles, none of which include monitoring for driver intoxication or impairment.

Thus, the trial court correctly held that Zipcar had no duty to inquire into Ismail's impairment. Accordingly, the court determined that Zipcar owed no duty with respect to Plaintiff's claims for negligent entrustment or negligent maintenance. Any vicarious liability claim based solely on Zipcar's ownership of the vehicle is also preempted by the Graves Amendment.