

In the traffic collision report, Officer Gray states that your insured caused this incident by not maintaining vehicle equipment, a violation of CVC 24002(a).

A vehicle owner has a nondelegable duty to use reasonable care to equip and maintain the vehicle in compliance with the law. See *Maloney v. Rath* (1968) 69 C2d 442, 446, 71 CR 897, 899. The owner's duty is to:

- equip the vehicle as required by statute and as necessary for its safe operation (see *Menchacha v. Helms Bakeries, Inc.* (1968) 68 C2d 535, 540, 67 CR 775, 778) and
- maintain it in reasonably safe running condition (*Sherman v. Frank* (1944) 63 CA2d 278, 282, 146 P2d 704, 707; *Dunn v. Shamoan* (1940) 37 CA2d 486, 489, 99 P2d 1113, 1114).

Failure to equip or maintain a vehicle as required by law gives rise to a presumption of negligence. *Maloney v. Rath* (1968) 69 C2d 442, 444, 71 CR 897, 898; *Fremont Compensation Ins. Co. v. Harnett* (1993) 10 CA 4th 669, 676, 23 CR2d 567. Because the duty is nondelegable, the owner is liable for the negligence of an employee or independent contractor assigned to maintain the vehicle. *Maloney v. Rath* (1968) 69 C2d 442, 448, 71 CR 897, 901.

Mr. \_\_\_\_\_ was not negligent in any manner, nor could he have taken any precautions to avoid the accident. *Your insured was the direct and proximate cause of the auto accident.*

Therefore, this settlement demand will be based on our assumption of no comparative fault.