

QUESTION 7

PizzaFast, a pizza company, entered into an agreement with Dave to deliver pizzas. Under the agreement, Dave was paid per delivery, was required to wear a PizzaFast uniform, and had to display a PizzaFast sign atop his car when making deliveries. Dave was also required to comply with PizzaFast policies which included a strict, no exception policy requiring all call-in orders to be delivered within thirty minutes. PizzaFast recently notified workers that the thirty-minute deadline was of “paramount importance to the company.” When PizzaFast entered into the agreement with Dave, it was aware that Dave had been at fault in several recent traffic accidents. During his first two months of work for PizzaFast, Dave was at fault in two more traffic accidents while delivering pizzas. However, because Dave was willing to work long hours and always showed up for work, PizzaFast continued to retain his services.

One night, Dave received a pizza order that ordinarily would have been easily deliverable within the deadline period. However, when Dave got into his car, he remembered he had forgotten to close the garage door of his house. Because his house was in the same general direction as the customer’s address, Dave decided to stop at his house and close the garage door. Upon returning to his car, Dave realized he had only four minutes remaining until the delivery deadline expired. While rushing to the customer’s address, Dave negligently struck a vehicle driven by Paul causing damage to both vehicles. Paul’s vehicle came to a rest blocking Dave’s car. Aware of the looming deadline, and PizzaFast’s no exception policy of meeting that deadline, Dave purposefully bumped Paul’s vehicle with his own to clear it out of the way (causing injury to Paul). Dave then completed the pizza delivery with only seconds to spare.

QUESTION:

Discuss any claim(s) that Paul may have against PizzaFast.