

JIFFY LUBE DID NOT OWE DUTY TO INSPECT WEAR ON TIRES DURING OIL CHANGE

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Diaz v. Jiffy Lube

Ct. Appeals, Div. One, May 4, 2010

Authored by the [JSH Appellate Team](#)

Plaintiff took the family vehicle to Jiffy Lube to have the oil changed. Jiffy Lube agreed to check a patron's tire pressure as part of its standard oil change contract, and did so for Plaintiff. The following month, Plaintiff suffered serious injuries in a roll over crash that occurred due to tread wear on his tires. Plaintiff sued Volvo, the car manufacturer, under a theory of strict liability, and Discount Tire for negligence in failing to notice the wear on the Volvo's tires. Discount named Volvo North Scottsdale as a non-party at fault for failing to properly inspect the tires when it serviced Plaintiff's car. Volvo North Scottsdale named Jiffy Lube as a non-party at fault for failing to inspect the tires during the oil change. All defendants except Jiffy Lube were dismissed. Jiffy Lube moved for summary judgment on the ground that it had no duty to inspect the tires for wear. The trial court granted summary judgment for Jiffy Lube.

The court of appeals affirmed. An inspection of the tires' tread was not within the scope of the contract. Additionally, that they treads were visible from the oil change bay did not create a duty to check all visible parts of the vehicle, as Plaintiff had argued. Holding Jiffy Lube to that duty was beyond the scope of services offered in the contract. The court finally rejected the argument that public policy imposed on Jiffy Lube a duty to inspect the tire tread. Public policy is generated from statutory and common law. No statute requires mechanics to inspect all visible parts of the vehicle, or to inspect parts of the vehicle not contracted for repair. Nor did common law impose such a duty. An actor has a duty to act when the actor's conduct creates the risk. In this case, Jiffy Lube did not create the risk because it did not design or manufacture the car or the tires. Jiffy Lube did not have a duty to inspect the tread wear on the tires.

In response to Plaintiff's argument that industry standard required Jiffy Lube to check the tread wear on the tires, the court said that "industry standard" is a question of breach, not duty. Since Plaintiff could not show Jiffy Lube owed him a duty, the question of breach never arose.