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## Law Case with Answer

### Desert Cab, Inc. v. Marino

**Facts** Maria Marino, a cab driver with Yellow-Checkered Cab Company (Yellow Cab), and James Edwards, a cab driver with Desert Cab Inc. (Desert Cab), parked their cabs at the taxicab stand at the Sundance Hotel and Casino in Las Vegas to await fares. Marino's cab occupied the first position in the line, and Edwards's cab occupied the third. As Marino stood alongside her cab, conversing with the driver of another taxi, Edwards began verbally harassing her from inside his cab. When Marino approached Edwards to inquire as to the reason for the harassment, a verbal argument ensued. Edwards jumped from his cab, grabbed Marino by her neck and shoulders, began choking her, and threw her in front of his taxicab. A bystander pulled Edwards off Marino and escorted her back to her cab. Marino sustained injuries that rendered her unable to work for a time. Edwards was convicted of misdemeanor assault and battery. Marino brought a personal injury action against Desert Cab. Is Desert Cab liable for the intentional tort of its employee Edwards?

**Answer** Yes, Desert Cab is liable for the intentional tort of its employee Edwards. Edwards's misdemeanor

assault and battery conviction conclusively prove Edwards's civil liability to Marino. Edwards's wrongful act of attacking Marino is a prerequisite to imposing liability upon his employer Desert Cab. In order to find Desert Cab liable, Marino still had to establish that Desert Cab was responsible for Edwards's conduct. Under the work-related test, if an agent commits an intentional tort within a work-related time or space—during working hours or on the principal's premises—the principal is liable for any injuries caused by the agent's intentional torts. Here, when the attack occurred, Edwards, who was working as a taxicab driver, was waiting in line with Marino to pick up passengers. Edwards's attack on Marino was work related and arose out of the course and scope of Edwards's employment. Whether Edwards had any personal motive for the attack is immaterial. Under the work-related test, the principal Desert Cab is liable for the intentional tort committed by its agent Edwards. Marino can recover damages for her injuries from Desert Cab. *Desert Cab Inc. v. Marino*, 823 P.2d 898, Web 1992 Nev. Lexis 6 (Supreme Court of Nevada)