



Brianna L. Cyr

Associate

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Brianna Cyr represents established businesses and individuals in all aspects of civil litigation. Her practice focuses on the defense of claims related to general liability, automobile liability, premises liability, and personal injury matters.

Prior to joining Wilson Elser, Brianna served as a judicial law clerk where she gained valuable experience in mediating Special Civil Part cases. During law school, Brianna was a member of the Health Law Society, and a student attorney for the Center for Children's Advocacy, where she represented clients in immigration, special education, and health care matters.

Education

- University of Connecticut School of Law (J.D., 2024)
 - Member of the Connecticut Law Review
 - Graduate Certificate in Insurance Law and Regulation
- Fairfield University (B.A., *magna cum laude*, 2021)

Bar Admissions

- New Jersey
- Connecticut

Clerkships

Judicial law clerk, The Honorable Veronica Allende, J.S.C., Superior Court of New Jersey, Vicinage 13

Services

- Complex Tort & General Casualty

Client Wins

Espey and Cyr Achieve Pre-Answer Dismissal of Putative Class Action

Peter Espey (Of Counsel-Madison, NJ) and Brianna Cyr (Associate-Madison, NJ) successfully defended their client, a car dealership, in a putative class action.

The plaintiff alleged, on behalf of herself and others similarly situated, that the dealership was overcharging its customers for registration fees. She also brought individual claims related to alleged malfunctions in the vehicle she purchased. The plaintiff had signed an agreement to arbitrate and a waiver of the right to bring a class action when she bought the vehicle. In lieu of an answer, a motion to dismiss was filed.

The plaintiff vigorously opposed the motion. She argued the arbitration agreement was invalid because it allegedly impaired her statutory rights and precluded her from bringing a class action. Peter and Brianna filed a reply, and Peter argued the motion to dismiss. The Wilson Elser team maintained that the arbitration clause was unambiguous and easily located, rather than buried in the fine print. We also argued that the plaintiff's claims lacked merit, since she was charged the exact amount set by the State.

The Court agreed that the arbitration agreement and class action waiver were enforceable and concurred with Peter and Brianna's arguments highlighting the strong public policy favoring arbitration. The plaintiff had a duty to read the contract she signed, and the statutes and case law required enforcement of the arbitration clause and class action waiver. The case was dismissed in favor of arbitration. This dismissal also means that the plaintiff cannot pursue her proposed class action.