

A white Lucosky Brookman garbage truck is shown from a side profile, partially obscured by a large blue semi-transparent rectangular overlay. The truck has a large rear-mounted compactor body and multiple axles. The word "sanitation" is visible on the side of the cab. The blue overlay covers most of the truck's body, and the text "CASE SUMMARIES" is centered in white on this overlay.

CASE SUMMARIES

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Connecticut / Superior Court

Court allows negligent hiring, training, entrustment, and maintenance claims to proceed in commercial dump truck collision.

Quintero v. Sheets, 2026 Conn. Super. LEXIS 1771 (Conn. Super. Ct. Sept. 18, 2026)

The Connecticut Superior Court denied most of defendants' motion to strike claims arising from a collision in which an employee driving a commercial dump truck allegedly attempted a U-turn and backed into plaintiff's vehicle. The Court allowed claims for statutory recklessness, negligent hiring and retention, training and supervision, negligent entrustment, and negligent inspection and maintenance to proceed. Although the complaint did not identify specific incidents in the driver's history or precise deficiencies in his qualifications, training, or commercial license, the Court found the allegations sufficiently pleaded at this stage. It also allowed claims concerning allegedly inadequate warning mechanisms and maintenance practices, while dismissing a separate claim involving negligent implementation of a construction plan for failure to establish a duty.

Pennsylvania / Western District

Court enforces carrier's contractual indemnification obligations following \$623,000 cargo damage claim.

Beemac Logistics LLC v. A2A Logistics LLC, 2026 U.S. Dist. LEXIS 207339 (W.D. Pa. Sept. 14, 2026)

The Court granted summary judgment for Beemac Logistics in a dispute arising after A2A damaged commercial equipment while transporting it from South Carolina to Montana. A2A's driver struck a bridge underpass while the equipment was in the carrier's exclusive custody, prompting the customer to submit a \$623,360 damage claim. The Court held that the parties' transportation agreement required A2A to defend and indemnify Beemac for claims arising from the damaged cargo, rejecting A2A's efforts to limit its obligations based on other provisions of the agreement. The Court also entered judgment against A2A on its counterclaim for unpaid freight charges and held A2A responsible for Beemac's attorneys' fees incurred in enforcing the agreement.

Massachusetts / District of Massachusetts

Court recommends dismissal of cargo-loss claims against freight broker following theft of more than \$615,000 in shipments.

Costas Provisions Corp. v. Coyote Logistics, LLC, 2026 U.S. Dist. LEXIS 208310 (D. Mass. Aug. 18, 2026)

A magistrate judge recommended dismissal of claims arising from the loss of two truckloads of steak being transported from Texas to Massachusetts. Costas alleged the shipments, worth more than \$615,000 combined, were lost or stolen after it retained Coyote to arrange transportation through multiple logistics and motor carrier entities. The Court concluded the complaint characterized Coyote as a broker rather than a motor carrier or freight forwarder, making the Carmack Amendment inapplicable to Coyote. It further recommended dismissing negligence and good-faith claims against Coyote as preempted by the FAAAA because they arose directly from its brokerage services. Claims against two other defendants were recommended for dismissal based on personal jurisdiction and service deficiencies.