



CASE SUMMARIES

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Texas / Northern District

Court grants summary judgment dismissing gross negligence and direct-liability claims against motor carrier in lane-change collision.

Teal v. St. Clair, 2026 U.S. Dist. LEXIS 5079 (N.D. Tex. Jan. 12, 2026)

The Court granted defendants' motion for partial summary judgment, dismissing claims for gross negligence and negligent hiring, entrustment, training, and supervision against Crete Carrier. The Court held plaintiff failed to present evidence that the driver's conduct posed an extreme degree of risk or that Crete acted with conscious indifference. It further found no negligent entrustment because the driver owned the truck, and no evidence Crete's hiring decisions proximately caused the accident despite the driver's prior infractions. Claims based on training and supervision also failed, as Crete had no duty to teach basic driving skills and plaintiff could not link any alleged training deficiencies or lack of monitoring to the collision. Negligence claims against the driver proceed.

California / Second Appellate District

Court affirms summary judgment for freight broker, holding broker owed no duty to carrier's injured driver.

Yongquan Hu v. XPO Logistics, LLC, 2026 Cal. App. LEXIS 21 (Cal. Ct. App. Jan. 16, 2026)

The Court of Appeal affirmed summary judgment in favor of XPO, a licensed freight broker, in a negligence action brought by a carrier's employee who was catastrophically injured in a trucking accident. The Court held that under California law, a broker hiring an independent contractor carrier owes no duty of care to the carrier's employees absent a nondelegable duty or retained control. XPO was neither a licensed carrier nor acting as a de facto carrier, did not control drivers, equipment, routes, or safety practices, and merely arranged transportation. The Court also rejected reliance on Carmack "carrier" tests for personal injury liability, finding those standards apply to cargo damage, not workplace injury claims.

Texas / Northern District

Court denies broker's summary judgment motion in cargo spoilage dispute, citing piecemeal briefing and unresolved Carmack issues.

Combined Transp., Inc. v. C.H. Robinson Co., Inc., 2026 U.S. Dist. LEXIS 6286 (N.D. Tex. Jan. 12, 2026)

The Court denied without prejudice C.H. Robinson's motion for summary judgment in a cargo loss action arising from the spoilage of frozen food mistakenly delivered to a non-temperature-controlled warehouse. Combined Transport, as subrogee of Amy's Kitchen, seeks damages for CHR's alleged negligent acceptance and handling of the cargo, while CHR argues the Carmack Amendment imposes nondelegable liability on the motor carrier and preempts any negligence or contribution claims. The Court declined to rule on these issues, criticizing the parties' piecemeal briefing and reliance on non-binding authority, and directed CHR to file a renewed summary judgment motion addressing all arguments in a consolidated manner. Litigation will proceed.