

Lucosky Brookman Trucking & Transportation Newsletter

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IN THIS EDITION

- **Case Summaries**
- **Article of the Month**
- **About Us**
- **Meet the Team**
- **Connect with Us**

A white Lucosky Brookman garbage truck is shown from a side profile, partially obscured by a large blue rectangular overlay. The truck has a large rear compartment and a front-mounted lifting mechanism. The word "sanitation" is visible on the side of the cab. The blue overlay covers most of the truck's body, leaving the cab and the rear section visible.

CASE SUMMARIES

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Texas / Eastern District

Court allows negligence claims against Amazon to proceed under FAAAA motor vehicle safety exception.

Haney v. Ismatov, 2026 U.S. Dist. LEXIS 227467 (E.D. Tex. Oct. 2, 2026)

The Eastern District of Texas denied Amazon's motion to dismiss negligence claims arising from a tractor-trailer collision involving a third-party carrier transporting Amazon freight. The plaintiff alleged that the truck struck his vehicle, causing injuries and a fire, and sought to hold Amazon liable for negligent hiring, training, supervision, entrustment, and respondeat superior. Although the Court found the claims fell within the Federal Aviation Administration Authorization Act's (FAAAA) express preemption provision, it held that the motor vehicle safety exception applied. Relying on the Supreme Court's recent *Montgomery* decision, the Court determined that claims concerning carrier selection, driver qualifications, and vehicle safety were not preempted. It further found the allegations sufficiently pleaded to allow the claims against Amazon to proceed.

Illinois / Northern District

Court allows motor carrier's breach of contract claim against chassis owner to proceed following wheel-detachment collision.

Drzik v. Assaf, 2026 U.S. Dist. LEXIS 242618 (N.D. Ill. Oct. 21, 2026)

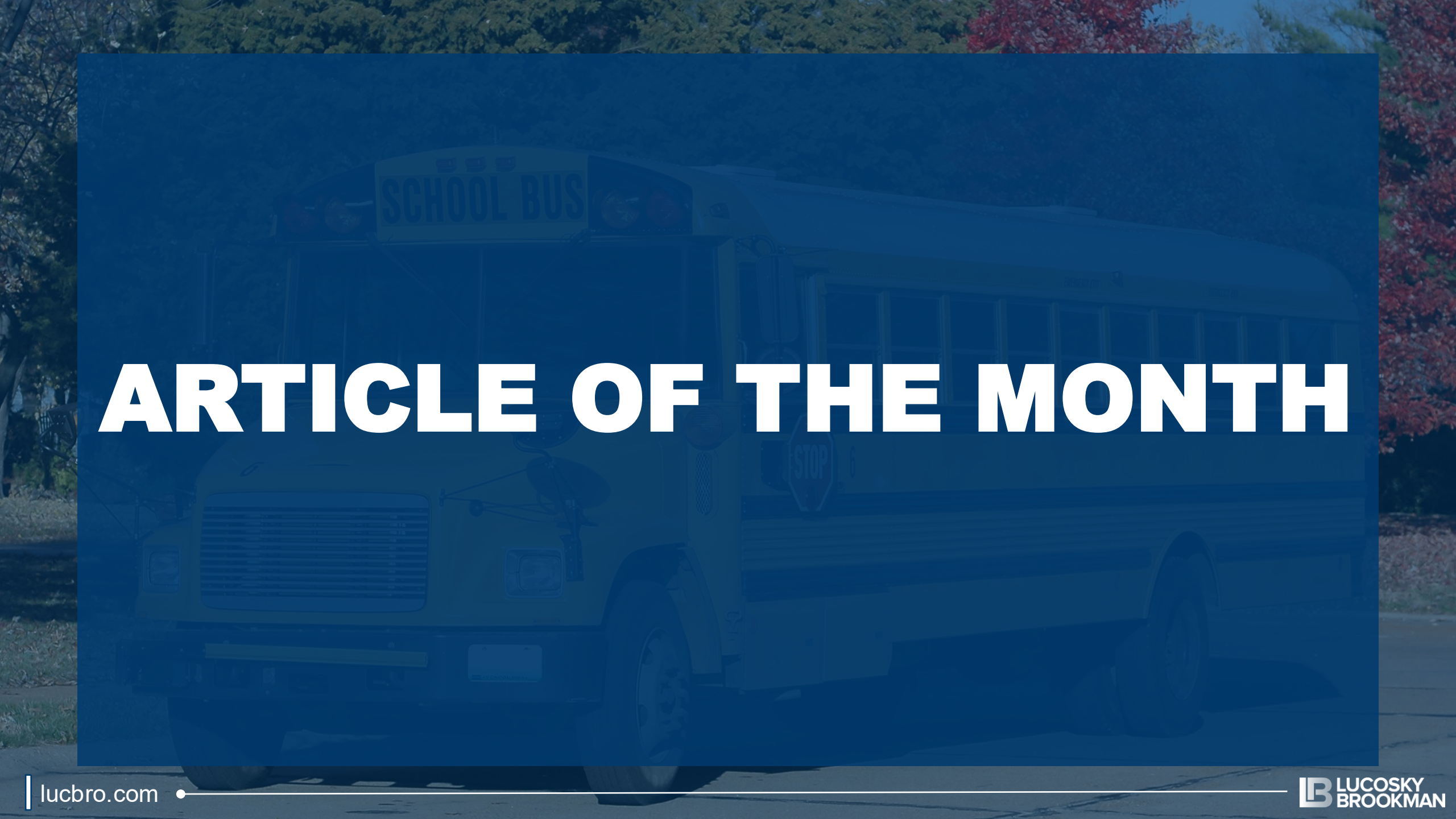
The Northern District of Illinois partially denied a chassis owner's motion to dismiss crossclaims arising from a collision in which a wheel detached from a semi-truck's intermodal chassis and struck another vehicle. The motor carrier alleged that Direct ChassisLink breached obligations under the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) by providing equipment that failed to comply with Federal Motor Carrier Safety Regulations. The Court allowed the breach of contract claim to proceed, finding sufficient allegations that the chassis owner was bound by the UIIA and that its equipment violated contractual safety requirements. However, it dismissed a separate negligence claim based on alleged regulatory violations, finding the carrier's claimed litigation expenses and potential liability insufficient to support relief under the regulations.

Pennsylvania / Eastern District

Court upholds termination of commercial truck driver who failed to disclose prescription opioid use.

Clark v. Antonio Origlio, Inc., 2026 U.S. Dist. LEXIS 236457 (E.D. Pa. Oct. 16, 2026)

The Eastern District of Pennsylvania granted summary judgment in favor of a beverage distributor facing discrimination claims from a commercial truck driver terminated after failing to disclose his prescribed Oxycodone use before a random drug test. The driver alleged disability and race discrimination, arguing that his prescription medication was necessary to manage back pain. The Court found he failed to comply with the employer's drug and alcohol policy, which required advance disclosure and physician documentation confirming his ability to safely operate a commercial vehicle. Because the driver neither provided the required medical clearance nor informed his employer of his underlying disability or requested an accommodation, the Court rejected his discrimination claims. The ruling reinforces the importance of commercial-driver safety requirements and employer drug-disclosure policies.



ARTICLE OF THE MONTH

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Beyond the Independent Contractor Label: Uber's \$40 Million Arbitration Award and the Scope of Transportation Company Liability

By: Olivia Jones, Associate

On July 20, 2026, a California arbitrator awarded \$40 million in noneconomic damages to the parents of Emily Normandin-Parker, finding Uber Technologies, Inc., and its driver, Vu Tran, jointly and severally liable for her death. Normandin-Parker was killed on an Orange County freeway after Tran left her and another passenger beside the road. The arbitrator separately awarded surviving passenger Luna Moore \$300,000, also jointly and severally against Uber and Tran. (*Arbitration Award*, July 20, 2026, at 2, 6–10, 15.)

The award raises a central question: Does classifying a driver as an independent contractor eliminate a transportation company's liability? Although a private arbitration award is not precedent, the decision offers a useful comparison for transportation defendants and insurers in New York and New Jersey.

I. Independent Contractor Status and Proposition 22

Under New York's general rule, a company retaining an independent contractor ordinarily is not vicariously liable for the contractor's negligence because it lacks control over how the work is performed. *Kleeman v. Rheingold*, 81 N.Y.2d 270, 273–274 (1993). Exceptions include inherently dangerous work and specific nondelegable duties; negligent selection or supervision concerns the hiring company's own conduct. *Id.* at 274–275 & n.1.

California's Proposition 22 provides that a qualifying app-based driver is an independent contractor, not an employee or agent of the network company, with respect to that relationship, if four conditions are met. These address freedom to choose working hours, decline rides, use competing platforms outside engaged time, and pursue other work. Cal. Bus. & Prof. Code § 7451(a)–(d). Whether that provision bars tort claims of vicarious liability remains unsettled. The arbitrator rejected Uber's Proposition 22 defense by reaffirming an earlier March 8, 2026 summary judgment ruling; its reasoning is not reproduced in the award. (*Arbitration Award* at 9–10.)

II. The Uber Arbitration Award

According to the award, Tran picked up Normandin-Parker and her friend Luna Moore at a bar shortly before 1:00 a.m. after they had been drinking. When Moore became sick in the vehicle, Tran pulled into a freeway gore point, which the arbitrator found unsafe and illegal, rather than taking the nearby exit to a safe stopping place. He argued with Moore about a cleaning fee and left both passengers beside the freeway despite knowing they were intoxicated. Normandin-Parker then wandered into the traffic lanes and was struck and killed. The arbitrator rejected Tran's sudden-emergency defense and found Tran's conduct negligent even under the ordinary reasonable-care standard. (*Id.* at 3–6.)

Uber argued that it supplied a technology platform connecting riders with independent drivers rather than providing transportation itself. (*Id.* at 8.) The arbitrator rejected that characterization. He relied on California Civil Code § 2168, which defines a common carrier as “[e]veryone who offers to the public to carry persons,” and on federal decisions holding that Uber's app-based model does not preclude common-carrier status. (California separately requires carriers of persons for reward to use “the utmost care and diligence.” Civ. Code § 2100.) The arbitrator acknowledged that Uber lacks hallmarks of a traditional carrier, such as controlling routes or providing cars. Even so, he found that Uber provides rides to the general public for standardized fees. He also adopted the claimants' argument that Uber controls key aspects of the rider experience. On that basis he concluded that Uber owed a nondelegable common-carrier safety duty, notwithstanding its separate regulatory classification as a Transportation Network Company. (*Id.* at 7–8.) The award notes that he had addressed the issue more fully in his earlier summary judgment ruling.

The arbitrator held Uber vicariously liable on that basis without deciding whether Tran was Uber's employee or agent, or whether Uber negligently trained, retained, or supervised him. In a footnote, he added that Uber would have been liable under “at least one (and likely more than one)” of those theories, though he made no findings on them. (*Id.* at 8–9 & n.7.) He also held Uber vicariously liable for Tran's intentional infliction of emotional distress on Moore. (*Id.* at 14.)

III. Independent Contractors Under New York and New Jersey Law

New York distinguishes vicarious liability for a contractor's conduct from negligence attributable to the hiring company. *Kleeman*, 81 N.Y.2d at 274 & n.1. This distinction matters in transportation litigation because the driver's classification, the hiring company's own conduct, and the existence of any nondelegable duty present separate questions.

Recent New York Uber decisions illustrate how the evidence affects the employment-status inquiry. In *Bandele v. Rasier-NY, LLC*, 251 A.D.3d 904, 905–906 (2d Dep’t 2026), a vehicle driven by Wander Zapata rear-ended the plaintiff’s vehicle at a red light, and the plaintiff sought to hold several Uber entities responsible. The Queens Supreme Court dismissed the claims against Uber on summary judgment. The Second Department reinstated the vicarious-liability claim because Uber had not eliminated factual questions about whether Zapata was an independent contractor. *Id.* at 906. The court did not find that Zapata was an employee. It held only that Uber had not met its initial burden.

In *Cruz v. Uber Technologies, Inc.*, 2026 NY Slip Op 51686(U), 2026 N.Y. Misc. LEXIS 14483 (Sup. Ct., Bronx County, Oct. 8, 2026), Uber prevailed on a different record. It submitted undisputed evidence that the driver supplied his own vehicle and insurance, set his own hours, could decline rides, and was free to work for competitors. He was paid a share of each fare rather than a wage and received no fringe benefits. *Id.* at 4–5. The court dismissed the respondeat superior claim and distinguished *Bandele* because the Second Department had not discussed what evidence Uber submitted there. *Id.* at 6. It also dismissed an unopposed negligent-supervision claim because nothing in the record showed that Uber knew or should have known of a relevant propensity for negligence. *Id.* at 8–9.

In *Rawlins v. Myint*, 2026 NY Slip Op 26108 (Sup. Ct., Kings County, July 13, 2026), the driver’s negligence had already been established, and the trial proceeded only on Uber’s vicarious liability. At the close of the plaintiff’s proof, the court denied Uber’s motion for a directed verdict. Uber offered evidence of the driver’s independence. The plaintiff introduced evidence of Uber’s control over fares, driver ratings, deactivation, and platform access. The court also held that a regulatory framework “does not, by itself, preclude” a finding of control. It concluded that the competing evidence presented a jury question, without determining Uber’s ultimate liability.

Unlike the California arbitration, which rested on a nondelegable common-carrier duty, *Bandele*, *Cruz*, and *Rawlins* principally addressed liability arising from an alleged employment relationship. The difference matters. Evidence defeating a respondeat superior claim would not necessarily defeat a separate claim based on a legally established nondelegable duty.

New York courts have also addressed nondelegable duties when transportation is contracted out. In *Chainani v. Board of Education*, 87 N.Y.2d 370, 379–381 (1995), the Court of Appeals considered whether school districts that contracted with independent bus companies could be liable for injuries between a child’s home and the bus stop. The Court declined to impose vicarious liability. It found that the relevant statutory obligations were imposed on bus drivers rather than the districts, and that transporting schoolchildren was not inherently dangerous work. The decision shows that a nondelegable duty must have a legally sufficient foundation. It cannot be presumed merely because an institution contracts for transportation services.

Similarly, in *Deitrich v. Binghamton Road Electric, LLC*, 251 N.Y.S.3d 423, 425–428 (3d Dep’t 2026), a shed retailer retained an independent trucking company to transport an oversized structure that struck a construction worker. A divided (4–1) Third Department held that the alleged failure to keep a proper lookout was ordinary driving negligence, not a danger inherent in transporting the load. *Id.* at 426. It also held that permit requirements placed the compliance burden on the operator and did not impose a nondelegable duty on the retailer. *Id.* at 426–427. The majority noted, however, that the record might have supported a separate negligent-hiring claim, which the plaintiff never pleaded. *Id.* at 427.

In New Jersey, *Puckrein v. ATI Transport, Inc.*, 186 N.J. 563, 574–581 (2006), involved a fatal collision with an unregistered, uninsured tractor-trailer with defective brakes. The Supreme Court reversed summary judgment for the waste company that hired the hauler. The Court first held that trucking is not an inherently dangerous activity imposing a nondelegable duty on the principal, so only negligent selection remained at issue. *Id.* at 575. Because highway hauling was “the contract,” the company had a duty, including a continuing one, to make reasonable inquiry into the hauler’s registration and insurance. *Id.* at 578–581. Whether its inquiry was reasonable was a jury question. *Id.* at 580. The Court noted that a “casual shipper” may assume its carrier is operating lawfully. It also expressly left open whether the company was a statutory employer under federal motor carrier law. *Id.* at 582.

IV. Practical Implications for Transportation Defendants and Insurers

For transportation defendants, the appropriate defense depends on the theory asserted. When a claim rests on an alleged employment relationship, the inquiry should focus on the company’s actual control over the driver’s work, including scheduling, compensation, dispatch procedures, and the authority to impose operating requirements or terminate the relationship. Negligent-selection claims call for evidence of the company’s efforts to assess the contractor’s competence. As *Puckrein* illustrates, the scope of that inquiry depends in part on whether transportation is central to the hiring company’s business. Where a nondelegable duty is alleged, counsel must identify the specific statutory, regulatory, or common-law obligation asserted against that defendant.

Early investigation should include reviewing driver and contractor agreements, licensing and registration records, proof of insurance, driver qualification materials, and evidence concerning the company’s actual oversight of transportation operations. These materials are critical to assessing the allegations, identifying available defenses, and determining whether liability may extend beyond the individual driver.

A separate but related basis for liability arises from vehicle ownership rather than the driver's employment status. For further discussion, see our [September 2026 article](#), *"The Price of a Loaner: O'Hare v. Eddo and the Graves Amendment,"* which examines New York Vehicle and Traffic Law § 388 and the federal Graves Amendment.

V. Conclusion

The Uber award illustrates that an independent-contractor designation does not necessarily resolve transportation liability. At the same time, the New York and New Jersey decisions demonstrate that a separate duty cannot be presumed merely because transportation is involved. The nature of the parties' relationship, the source of the alleged duty, and the evidence supporting each theory remain essential to evaluating exposure and defending transportation claims.



ABOUT US

Lucosky Brookman's Transportation Practice Group, a specialized division within our Insurance Defense and Coverage Practice Area, represents clients and their carriers in complex tort and coverage litigation across the transportation industry. Our team of experienced attorneys handles cases in state and federal courts throughout New York, New Jersey, Kansas, Pennsylvania, and Texas.

Our practice combines deep industry knowledge with litigation expertise to provide exceptional legal representation to transportation companies facing increasingly complex regulatory requirements and litigation challenges. We understand that transportation businesses operate in a unique legal landscape where federal regulations, state laws, and local ordinances create a multifaceted compliance environment, and we tailor our approach accordingly.

We provide comprehensive legal representation to a diverse range of transportation clients, including interstate trucking fleets, railroads, school bus companies, waste hauling companies, taxicab operators, shuttle and bus services, rental vehicle fleets, and ambulance providers. Our attorneys have extensive experience addressing personal injury claims, cargo disputes, environmental issues, hazardous materials incidents, indemnification matters, and insurance coverage challenges. We also maintain strategic partnerships with preeminent local, regional, and national agencies, allowing us to stay ahead of regulatory developments, collaborate on proactive risk mitigation strategies, and deliver a truly integrated defense in complex transportation matters.

Meet The Team



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