

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF  
ILLINOIS, SPRINGFIELD DIVISION

Andrew Harbison v. JBS USA Food Company and Swift Pork  
Company

Nos. 24-cv-3159, 24-cv-3196 (C.D. Ill. Mar. 27, 2026) · No. Nos. 24-cv-3159, 24-cv-3196 · Decided March 27,  
2026

SUMMARY

The United States District Court for the Central District of Illinois denied Sharkey Transportation, Inc.’s motion to dismiss third-party claims brought by JBS USA Food Company and Swift Pork Company. The court held that the contractual breach and indemnity claims were sufficiently pleaded and were not barred by the applicable workers’ compensation statutes. The court applied Illinois law to the contribution claim and held that Sharkey’s workers’ compensation settlement did not preclude contribution, although it limited the potential amount recoverable.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                               |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the Central District of Illinois,<br>Springfield Division                                                                                                                                                                    |
| WRITING FOR THE COURT | Colleen R. Lawless                                                                                                                                                                                                                                            |
| JURISDICTION          | United States District Court for the Central District of Illinois,<br>Springfield Division                                                                                                                                                                    |
| DECIDED               | March 27, 2026                                                                                                                                                                                                                                                |
| DOCKET                | Nos. 24-cv-3159, 24-cv-3196                                                                                                                                                                                                                                   |
| DISPOSITION           | other                                                                                                                                                                                                                                                         |
| PROCEDURAL POSTURE    | Third-Party Defendant Sharkey Transportation, Inc. moved under<br>Federal Rule of Civil Procedure 12(b)(6) to dismiss JBS USA Food<br>Company and Swift Pork Company's third-party claims for breach of<br>contract, contractual indemnity, and contribution. |
| STANDARD OF REVIEW    | On a Rule 12(b)(6) motion, the court accepts well-pleaded allegations<br>as true, draws reasonable inferences in the plaintiff's favor, and<br>determines whether the complaint states a plausible claim for relief<br>under Rule 8(a)(2).                    |
| PRECEDENTIAL VALUE    | unpublished district court opinion                                                                                                                                                                                                                            |

## TOPICS

motions to dismiss

workers compensation

breach of contract

indemnity

civil procedure

## PRACTICE AREAS

civil procedure

contracts

workers compensation

commercial litigation

insurance

## QUESTIONS PRESENTED

1. Whether the third-party complaint plausibly stated a breach-of-contract claim based on Sharkey's alleged failure to obtain required insurance coverage.
2. Whether Colorado's Workers' Compensation Act barred JBS and Swift's contractual indemnity claim against Sharkey.
3. Whether the agreement's Colorado choice-of-law provision governed JBS and Swift's tort-based contribution claim.
4. Whether Sharkey's settlement of Harbison's workers' compensation claim barred JBS and Swift's contribution claim under Illinois law.

## HOLDINGS

1. The third-party complaint plausibly stated a breach-of-contract claim because it identified the agreement provision allegedly breached and alleged that Sharkey failed to obtain the required insurance coverage.
2. Colorado's Workers' Compensation Act did not bar JBS and Swift's contractual indemnity claim against Sharkey.
3. The agreement's Colorado choice-of-law provision did not govern the tort-based contribution claim; Illinois substantive law applied.
4. Sharkey's settlement with Harbison under the Illinois Workers' Compensation Act did not bar JBS and Swift's contribution claim, although the Illinois Workers' Compensation Act limits the amount recoverable from Sharkey.

## KEY QUOTATIONS

*"JBS and Swift are not required to explain exactly how Sharkey's insurance coverage was non-compliant with the Agreement."* (Page 3)

*"Therefore, the Colorado Act does not bar Count II."* (Page 5)

*"Therefore, the Court finds the choice-of-law provision in the Agreement does not govern tort claims."* (Page 9)

*"an employer's contribution liability to a third-party plaintiff is limited to the amount it is liable to an employee under the Compensation Act."* (Page 10)

*"The Compensation Act limits how much JBS and Swift can recover from Sharkey but does not entirely preclude their claim."* (Page 12)

## FACTUAL BACKGROUND

Harbison alleged that he was injured on June 21, 2023, at premises owned or operated by JBS and Swift while working as a spotter employed by Sharkey. JBS and Swift alleged that a services agreement and statement of work required Sharkey to obtain insurance naming them as insureds or otherwise protected parties. They asserted claims against Sharkey for breach of that agreement, contractual indemnity, and contribution based on Sharkey's alleged negligence. Sharkey had settled Harbison's workers' compensation claim through the Illinois workers' compensation system.

## PROCEDURAL HISTORY

Andrew Harbison filed separate Illinois state-court personal-injury actions against JBS and Swift after being injured while working as a spotter at their premises. The actions were removed to federal court, consolidated, and JBS and Swift filed a third-party complaint against Harbison's employer, Sharkey. The court denied Sharkey's motion to dismiss and declared Sharkey's separate motion for an order moot, granting Sharkey 21 days to answer.

## DISPOSITION

other

## CASES CITED

- Christensen v. Cnty. of Boone, Ill., 483 F.3d 454, 457-58 (7th Cir. 2007)
- Maddox v. Love, 655 F.3d 709, 718 (7th Cir. 2011)
- Erickson v. Pardus, 551 U.S. 89, 93 (2007)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 547 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Fid. & Deposit Co. of Maryland v. City of Sheboygan Falls, 713 F.2d 1261, 1266 (7th Cir. 1983)
- Caterpillar Inc. v. Lewis, 519 U.S. 61, 66 n.1 (1996)
- W. Distrib. Co. v. Diodosio, 841 P.2d 1053 (Colo. 1992)
- Rundle v. Frontier-Kemper Constructors, Inc., 170 F. Supp. 2d 1075, 1077-78 (D. Colo. 2001)
- Duran v. Indus. Claim Appeals Office, 883 P.2d 477, 479 (Colo. 1994)
- Hilzer v. MacDonald, 169 Colo. 230, 237 (1969)
- Pub. Serv. Co. of Colorado v. Dist. Ct. In & For City & Cnty. of Denver, 638 P.2d 772, 776 (Colo. 1981)
- Borroel v. Lakeshore, Inc., 618 F. Supp. 354, 359 (D. Colo. 1985)
- United Cable Television of Jeffco, Inc. v. Montgomery LC, Inc., 942 P.2d 1230, 1233 (Colo. App. 1996)
- Dutchmen Mfg., Inc. v. Reynolds, 849 N.E.2d 516, 524 n.5 (Ind. 2006)
- Nat'l Prod. Workers Union Ins. Tr. v. Cigna Corp., 665 F.3d 897, 905 (7th Cir. 2011)
- Townsend v. Sears, Roebuck & Co., 227 Ill. 2d 147, 156 (2007)
- Guerino v. Depot Place P'ship, 191 Ill. 2d 314, 322 (2000)
- Medline Indus. Inc. v. Maersk Med. Ltd., 230 F. Supp. 2d 857 (N.D. Ill. 2002)

- Amakua Dev. LLC v. Warner, 411 F. Supp. 2d 941, 955 (N.D. Ill. 2006)
- Gallagher v. Lenart, 367 Ill. App. 3d 293, 301 (2006)
- Union Oil Co. v. John Brown E. & C., No. 94 C 4424, 1994 WL 535108, at \*1-\*3 (N.D. Ill. Sept. 30, 1994)
- Precision Screen Machines Inc. v. Elexon, Inc., No. 95 C 1730, 1996 WL 495564, at \*2 (N.D. Ill. Aug. 28, 1996)
- McDonald v. Symphony Bronzeville Park, LLC, 2022 IL 126511, ¶ 32
- Folta v. Ferro Engineering, 2015 IL 118070, ¶ 14
- Virginia Sur. Co. v. N. Ins. Co. of New York, 224 Ill. 2d 550, 558 (2007)
- Guerrero v. Sebastian Contracting Corp., 321 Ill. App. 3d 32, 35 n.1, 40 (2001)
- Frazer v. A.F. Munsterman, Inc., 123 Ill. 2d 245, 254 (1988)
- Kotecki v. Cyclops Welding Corp., 146 Ill. 2d 155, 159, 164-65 (1991)
- Doyle v. Rhodes, 101 Ill. 2d 1, 10-11, 14 (1984)
- Lambertson v. Cincinnati Corp., 312 Minn. 114, 119-20 (1977)

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