

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

Catrina Gadaleta & Michael Gadaleta v. Lowe's Home Centers, LLC, et al.

Gadaleta v. Lowe's Home Centers, LLC, 23-cv-06291 (NCM) (LKE) (E.D.N.Y. Jan. 5, 2026) · No. 23-cv-06291 (NCM) (LKE) · Decided January 5, 2026

SUMMARY

The United States District Court for the Eastern District of New York grants Lowe’s Home Centers, LLC’s motion for summary judgment in a negligence action arising from an appliance delivery. The court holds that the delivery worker was an independent contractor and that Lowe’s did not control the manner and means of the delivery work, precluding vicarious liability under New York law. Plaintiffs’ claims against Lowe’s and related cross-claims for contribution and indemnification are dismissed, while Lowe’s is ordered to show cause concerning its remaining breach-of-contract cross-claim.

CASE DETAILS

COURT	United States District Court for the Eastern District of New York
WRITING FOR THE COURT	Natasha C. Merle
JURISDICTION	United States District Court for the Eastern District of New York
DECIDED	January 5, 2026
DOCKET	23-cv-06291 (NCM) (LKE)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought a negligence action in New York state court. Lowe's removed the action based on diversity jurisdiction and moved for summary judgment on the ground that it could not be held vicariously liable for the alleged negligence of an independent contractor.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law. The court considers only evidence admissible at trial; once the movant meets its burden, the opposing party must identify sufficient evidence establishing a genuine issue of material fact.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court opinion

TOPICS

negligence

vicarious liability

summary judgment

civil procedure

torts

PRACTICE AREAS

torts

civil procedure

employment and independent contractor liability

QUESTIONS PRESENTED

1. Whether Lowe's could be held vicariously liable under New York law for the alleged negligence of Raul Garcia, an employee of subcontractor Autie Trucking.
2. Whether the evidence concerning Lowe's warehouse posters and Autie Trucking's response to a notice to admit created a genuine dispute of material fact concerning Lowe's control over Garcia's work.
3. Whether Lowe's cross-claims for contribution and indemnification were moot after summary judgment was granted against plaintiffs.

HOLDINGS

1. Under New York law, an employer generally is not liable for the negligent acts of a worker retained as an independent contractor. Because the undisputed evidence established that Autie Trucking and Garcia were independent contractors as to Lowe's and that Lowe's did not control the method and means of their work, Lowe's could not be held liable for Garcia's alleged negligence.
2. The posters submitted by plaintiffs did not create a genuine dispute of material fact because plaintiffs failed to authenticate them, failed to show that they were directed to delivery drivers or controlled the manner and means of delivery, and offered no admissible evidence rebutting Lowe's evidence.
3. Autie Trucking's objection that the request sought a legal conclusion did not create a factual dispute concerning Lowe's control over Autie Trucking's employees.
4. Because Lowe's could not be held liable to plaintiffs, its cross-claims against Garcia and Autie Trucking for contribution, common-law indemnification, and contractual indemnification were moot and were dismissed.

KEY QUOTATIONS

"As a general rule, employers are not liable for the negligent acts of workers retained as independent contractors (rather than employees)." (Discussion § I)

"Under New York law, the "critical factor" in distinguishing independent contractors from employees for purposes of tort liability is whether the putative employer controls the "method and means by which work is to be performed."" (Discussion § I)

"This evidence plainly demonstrates that Autie Trucking and its employees were independent contractors as a matter of law." (Discussion § II)

"In sum, the Court finds that no reasonable juror could conclude that Mr. Garcia was an employee of defendant." (Conclusion)

FACTUAL BACKGROUND

Lowe's sold a washing machine and arranged delivery through XPO Last Mile, Inc., which subcontracted the delivery to Autie Trucking. Raul Garcia, an Autie Trucking employee, picked up the machine from Lowe's Staten Island location for delivery to a customer. Catrina Gadaleta, the customer's neighbor, alleged that Garcia negligently struck her with a dolly while carrying the machine onto her property, causing personal injuries. The evidence showed that Lowe's did not select, hire, train, supervise, pay, or control Garcia or the manner and means of Autie Trucking's work.

PROCEDURAL HISTORY

Plaintiffs sued Lowe's and a John Doe deliveryman in New York state court after Catrina Gadaleta was allegedly struck by a dolly during delivery of a washing machine. Plaintiffs amended their complaint twice to add Autie Trucking and later filed a third amended complaint adding Raul Garcia. After discovery, Lowe's moved for summary judgment. The court granted the motion, dismissed plaintiffs' claims against Lowe's, dismissed Lowe's contribution and indemnification cross-claims as moot, and ordered Lowe's to show cause why its remaining breach-of-contract cross-claim against Autie Trucking should not also be dismissed as moot.

DISPOSITION

other

CASES CITED

- Hormel Foods Sales, LLC v. Ship Slide Food Serv., Inc., No. 16-cv-01595, 2017 WL 9732058, at *1 n.1 (E.D.N.Y. Sept. 29, 2017)
- Klein v. City & Cnty. Paving Corp., No. 16-cv-02264, 2018 WL 4265885, at *2 n.2 (S.D.N.Y. Sept. 5, 2018)
- Walker v. City of New York, 63 F. Supp. 3d 301, 306 n.4 (E.D.N.Y. 2014), aff'd, 621 F. App'x 74 (2d Cir. 2015)
- Loreley Fin. (Jersey) No. 3 Ltd. v. Wells Fargo Sec., LLC, 13 F.4th 247, 259 (2d Cir. 2021)
- Borley v. United States, 22 F.4th 75, 78 (2d Cir. 2021)
- Jaffer v. Hirji, Jaffer v. Hirji, 887 F.3d 111, 114 (2d Cir. 2018)
- Fabrikant v. French, 691 F.3d 193, 205 (2d Cir. 2012)
- Looney v. Macy's Inc., 588 F. Supp. 3d 328, 340 (E.D.N.Y. 2021)
- Palmer v. City of Yonkers, 22 F. Supp. 2d 283, 287 (S.D.N.Y. 1998)
- Kleeman v. Rheingold, 81 N.Y.2d 270, 273 (1993)
- Util. Metal Rsch., Inc. v. Coleman, No. 03-cv-01463, 2008 WL 850456, at *10 (E.D.N.Y. Mar. 28, 2008)
- Kavulak v. Laimis Juodzevicius, A.V. Inc., 994 F. Supp. 2d 337, 345-47 (W.D.N.Y. 2014)
- Melbourne v. N.Y. Life Ins. Co., 707 N.Y.S.2d 64, 66 (1st Dep't 2000)
- Tartaglione v. Shaw's Express, Inc., 790 F. Supp. 438, 441 (S.D.N.Y. 1992)
- Bynog v. Cipriani Grp., 1 N.Y.3d 193, 198 (2003)
- Nachman v. Koureichi, 85 N.Y.S.3d 185, 820 (2d Dep't 2018)

- D.S. v. Positive Behav. Support Consulting & Psych. Res., P.C., 151 N.Y.S.3d 690, 693 (2d Dep't 2021)
- Browning v. Ceva Freight, LLC, 885 F. Supp. 2d 590, 598 (E.D.N.Y. 2012)
- Rose v. Nw. Mut. Life Ins. Co., 220 F. Supp. 3d 363, 373-74 (E.D.N.Y. 2016)
- Goodwin v. Comcast Corp., 840 N.Y.S.2d 781, 782 (1st Dep't 2007)
- Araneo v. Town Bd. for Town of Clarkstown, 865 N.Y.S.2d 281, 283-84 (2d Dep't 2008)
- Tagare v. Nynex Network Sys. Co., 994 F. Supp. 149, 154-55 (S.D.N.Y. 1997)
- Holick v. Cellular Sales of N.Y., LLC, No. 12-cv-00584, 2019 WL 1877176, at *6 (N.D.N.Y. Apr. 26, 2019)
- Refined Sugars, Inc. v. Loc. 807 Labor-Mgmt. Pension Fund, 632 F. Supp. 630, 633 (S.D.N.Y. 1986)
- Drivers & Chauffeurs Loc. Union No. 816, Int'l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am. v. NLRB, 292 F.2d 329, 331 (2d Cir. 1961)
- Rokicki v. 24 Hour Courier Serv., Inc., 744 N.Y.S.2d 41, 42 (2d Dep't 2002)
- Garcia v. Hartford Police Dep't, 706 F.3d 120, 127 (2d Cir. 2013)
- White Diamond Co. v. Castco, Inc., 436 F. Supp. 2d 615, 624 (S.D.N.Y. 2006)
- Stepheny v. Brooklyn Hebrew Sch. for Special Child., 356 F. Supp. 2d 248, 258 (E.D.N.Y. 2005)
- H. Sand & Co. v. Airtemp Co., 934 F.2d 450, 454-55 (2d Cir. 1991)
- Harewood v. N.Y.C. Dep't of Educ., No. 18-cv-05487, 2021 WL 673476, at *12 (S.D.N.Y. Feb. 22, 2021)
- Murphy v. Guilford Mills, Inc., No. 02-cv-10105, 2005 WL 957333, at *5 (S.D.N.Y. Apr. 22, 2005)
- McHale v. Metro. Life Ins. Co., 86 N.Y.S.3d 600, 603 (2d Dep't 2018)
- Siago v. Garbade Constr. Co., 701 N.Y.S.2d 538, 539 (4th Dep't 1999)
- Dillon v. Metro. Life Ins. Co., 832 F. Supp. 2d 355, 361 (S.D.N.Y. 2011)
- D'Amico v. City of New York, 132 F.3d 145, 149 (2d Cir. 1998)
- Sentry Select Ins. Co. v. Brittany Prop. Mgmt., Inc., No. 05-cv-04829, 2006 WL 8461783, at *10 (S.D.N.Y. Oct. 23, 2006)