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Logistics Co. To Face Expanded Claims In Stolen Lobster Row

By **Christine Powell**

Law360, New York (November 14, 2017, 8:28 PM EST) -- A Massachusetts federal judge on Tuesday rejected as moot a logistics company's bid to duck a seafood distributor's lawsuit over the theft of a truck containing lobster worth \$318,000, in light of recently filed expanded allegations.

In a brief electronic order, U.S. District Judge Indira Talwani denied Seneca Logistics Group LLC's **motion to dismiss** a lawsuit in which Richwell Group Inc., doing business as Maxfield Seafood, seeks to recover damages and lost profits it allegedly suffered when the man driving the truck containing the lobster stole the vehicle.

Specifically, the judge wrote that Seneca's motion — in which it had contended that its contract with Maxfield explicitly establishes that it was acting as a broker rather than a carrier at the time of the incident and that it is shielded from liability for the sought damages — is "moot" because Maxfield recently filed an amended complaint.

According to court records, Maxfield's amended complaint adds new references to the parties' contract and asserts a new count for breach of contract against Seneca, which describes itself on its website as "a third-party logistics company focusing on truck load shipments."

Maxfield's amended complaint also consists of two others counts: violation of the Carmack Amendment, a federal law that governs the liability of carriers involved in the interstate transportation of goods, and negligence.

The seafood distributor claims that on Dec. 14, 2016, it called Seneca to request transportation of the lobster in question. The next day, a truck arrived at Preferred Freezer Services of Boston Harbor LLC, a cold storage facility in Everett, Massachusetts, where Maxfield had arranged to store the lobster, and picked it up, according to Maxfield.

"A Preferred Freezer representative spoke with Vincent Grandillo, Seneca CEO, and he authorized Preferred Freezer to release the lobster to a driver named Ernesto Perez," the amended complaint said. "On or about Dec. 20, 2016, Mr. Grandillo contacted Maxfield and advised that the truck of lobster had been stolen and that Seneca was unable to contact the driver."

Maxfield asserts that, without its knowledge, Seneca retained another party to transport the lobster and "made no efforts to vet Mr. Perez," who worked for Rapid Logistics Services Inc.

In its now-moot motion to dismiss, Seneca had argued that it is not a carrier but a broker, meaning the Carmack Amendment does not apply to the parties' relationship, and that the parties' contract expressly bars negligence claims.

Representatives of the parties were not immediately available for comment Tuesday.

Maxfield is represented by Jeffrey E. Poindexter and Elizabeth S. Zuckerman of Bulkley Richardson and Gelinias LLP.

Seneca is represented by Lee E. Rajsich of Rajsich & Associates PC and Robert D. Cohan of Cohan

Rasnick Myerson Plaut LLP.

The case is Richwell Group Inc. v. Seneca Logistics Group LLC, case number 1:17-cv-11442, in the U.S. District Court for the District of Massachusetts.

--Additional reporting by John Kennedy. Editing by Alyssa Miller.

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