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**THE THIRD JUDICIAL DISTRICT COURT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

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TD srl, an Italian limited liability company,

Plaintiff,

v.

ITALIA GRANITE SUPPLY, LLC, a Utah  
limited liability company,

Defendant and Counterclaimant.

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ITALIA GRANITE SUPPLY, LLC, a Utah  
limited liability company,

Third-Party Plaintiff,

v.

MEDITERRANEAN SHIPPING COMPANY  
(USA), a New York corporation; UNION  
PACIFIC RAILROAD COMPANY, a  
Delaware corporation; DAVID & RUBY  
TRUCKING, LLC, a Utah limited liability  
company; and DOES 1-10,

Third-Party Defendants.

**DEFAULT JUDGMENT  
AGAINST  
DAVID & RUBY TRUCKING, LLC**

Case No. 250902713

Judge Thaddeus May

The above matter came before this Court on Third-Party Plaintiff, Italia Granite Supply, LLC's ("IGS") Motion for Default Judgment Against David & Ruby Trucking, LLC. The Motion is supported by the Default Certificate Against David & Ruby Trucking, LLC entered February 3, 2026, and by the Findings of Fact and Conclusions of Law. The Court having made and entered its Findings of Fact and Conclusions of Law, and for good cause shown:

**IT IS HEREBY ORDERED:**

1. Third-Party Plaintiff, Italia Granite Supply, LLC's Motion for Default Judgment Against David & Ruby Trucking is GRANTED.
2. DEFAULT JUDGMENT against Third-Party Defendant, David & Ruby Trucking, LLC, is GRANTED, for consequential and incidental damages in an amount of not less than \$400,000.00 USD, to become final upon signature and entry by the Court.
3. Third-Party Defendant, David & Ruby Trucking, LLC is awarded its attorney's fees and costs incurred in bringing this action.

**PARTIES, JURISDICTION, AND VENUE**

4. IGS is a Utah limited liability company with its principal place of business in Salt Lake County, State of Utah.
5. Upon information and belief, Mediterranean Shipping Company (USA) Inc. ("MSC USA") is a New York corporation with its principal place of business in the City of New York, State of New York.
6. Upon information and belief, MSC USA's parent company is Mediterranean Shipping Company, S.A. ("MSC Med") organized under the laws of Switzerland with its principal place of business located at Chemin Rieu 12-14, 1208 Geneva, Switzerland.

7. MSC USA is designated by MSC Med to be its agent in the United States. MSC USA and MSC Med are collectively hereinafter referred to as the “MSC Defendants.”

8. Upon information and belief, Union Pacific Railroad Company (“Union Pacific”) is a Delaware Company with its principal place of business in Omaha, Nebraska.

9. Upon information and belief, David & Ruby Trucking, LLC (“D&R”) is a Utah limited liability company with its principal place of business in Salt Lake County, State of Utah.

10. IGS does not know the true names or capacities of defendants sued herein as DOES 1-10, inclusive, each of which is responsible for the events and matters herein referenced, and each of which caused or contributed to the damage, loss, or controversy herein set forth. Accordingly, IGS sues said third-party defendants by such fictitious names and IGS will amend its complaint to show the true names of said third-party defendants when IGS ascertains the same.

11. The Court has subject matter jurisdiction over this matter pursuant to Utah Code § 78A-5-102.

12. Venue is proper in this Court pursuant to Utah Code § 78B-3a-201 and -205.

### **FACTUAL ALLEGATION**

13. As part of its business, IGS sources stone slabs internationally to use as countertops in custom homes.

14. In or around April 2022, IGS attempted to source sixty-one (61) slabs of marble stone from TD to be shipped from Italy to Utah for this purpose.

15. To coordinate shipment of the marble from Italy to IGS in Utah, IGS worked with Interglobo, an international freight and logistics broker.

16. Upon information and belief, Interglobo hired the MSC Defendants to effectuate the shipment and transportation of the marble, and MSC Defendants hired Union Pacific and D&R

to facilitate transportation once the marble arrived in the United States.

17. TD invoiced IGS for the marble slabs at approximately \$83,000.00 USD, and IGS paid fifty percent (50%) of that invoice price to TD prior to shipment.

18. IGS was not able to inspect the marble slabs prior to shipment.

19. Upon information and belief, TD loaded, packed, and sealed the shipping container with the marble slabs on or around May 5, 2022.

20. Upon information and belief, the MSC Defendants were responsible for transporting the marble from Europe to a port in California.

21. Upon information and belief, the shipping container of marble slabs left Italy on May 20, 2022 under sea waybill number MEDULV650352 aboard the MSC Defendants' vessel identified as MSC Carlotta.

22. Upon information and belief, the sealed shipping container arrived in Long Beach, California on or around June 21, 2022.

23. Upon information and belief, the sealed shipping container was then transported from California to Utah via railroad by Union Pacific and arrived in Utah on or about August 24, 2022.

24. Following its arrival in Utah, D&R transported the sealed shipping container from a railyard to IGS on or around August 30, 2022.

25. When IGS received the shipping container on August 30, 2022, it was still sealed.

26. When IGS broke the seal on and attempted to open the shipping container to inspect the marble slabs, it was apparent that the marble slabs were already broken.

27. Pieces of marble began immediately spilling out of the shipping container.

28. IGS discovered that each of the 61 slabs of marble it ordered were broken.

29. IGS rejected the shipment of goods and seasonably notified TD of this rejection and its revocation of acceptance for the damaged goods.
30. IGS requested guidance from Interglobo and TD on what to do with the shipping container and the rejected shipment of broken marble but received no instructions or guidance for approximately 10 days after the delivery.
31. After approximately 10 days, Interglobo instructed IGS that if IGS did not unload and return the container to MSC Defendants, IGS would incur additional charges and penalties.
32. To avoid these additional charges and penalties in an attempt to mitigate its damages, IGS expended significant resources to unload and dispose of as much of the broken pieces of marble as possible.
33. Merely unloading and disposing of these marble pieces cost IGS approximately \$13,555.67 for which it has not been reimbursed.
34. IGS' sales with respect to the marble slabs, had they been delivered in a usable condition, was anticipated to total approximately \$291,939.98.
35. IGS also paid Interglobo a brokerage fee of \$15,740.00 for the marble shipment.
36. On or around November 8, 2022, IGS made a claim with MSC Defendants for the damaged marble (identified as claim number 2022-10727-2191-5).
37. On or around March 24, 2023, the MSC Defendants denied IGS' claim.
38. Upon information and belief, the MSC Defendants denied IGS' claim because the MSC Defendants concluded that the cause of damage to the marble slabs resulted from the manner in which the slabs were packed and secured in the shipping container.
39. As set forth in the above-included counterclaims, TD was responsible for preparing and packaging the stone in preparation for its transportation by the MSC Defendants.

40. Upon information and belief, TD failed to prepare and package the stone properly for transportation, and such failure caused the stone slabs to break in transport properly and sufficiently.

41. Additionally, upon information and belief, the MSC Defendants, Union Pacific, and D&R failed to use reasonable care when transporting the stone slabs to IGS, contributing to the stone slabs breaking in route to IGS.

42. Alternatively, to the extent TD proves it properly and sufficiently prepared and packaged the stone slabs for transport, Third Party Defendants' failure to use reasonable care while transporting the stone slabs was the sole and proximate cause of the marble breaking during transport.

43. Plaintiff is informed and believes and thereupon alleges, that Third-Party Defendants, through their acts, omissions, breaches, negligence, and/or fault were legally responsible for any and all of the events and happenings proximately causing the damages and losses faced by IGS and TD related to the broken marble slabs.

44. Additionally, TD has filed suit against IGS for recovery of the purchase price seeking to recover the purchase price of the marble slabs.

45. To the extent TD is successful in prosecuting its claims against IGS, Third-Party Defendants are liable to TD for the invoice price of the marble slabs in the place of IGS.

46. Third-Party Defendants have refused to satisfy the liabilities for the broken marble slabs.

**FIRST CLAIM FOR RELIEF**  
**(Negligence and Gross Negligence)**  
**(Against All Third-Party Defendants)**

47. IGS realleges and incorporates by reference the preceding paragraphs as through set

forth fully herein.

48. Third-Party Defendants owed TD and IGS a duty to use reasonable care when transporting the marble slabs to IGS in Utah.

49. Third-Party Defendants breached their duties by failing to use reasonable care when transporting the marble slabs.

50. The damage to the marble slabs is such that would only occur in the event Third-Party Defendants failed to use reasonable care in breach of their duty.

51. The conduct of Third-Party Defendants while transporting the marble slabs was in reckless disregard of known and documented risks and constituted a gross departure from industry standards, procedures and protocols and therefore demonstrated a want of even scant care. As such, Defendants are liable for negligence and for reckless, willful, wanton and gross negligence.

52. Third-Party Defendants' breach proximately caused the marble slabs to break causing significant loss to IGS.

53. As a direct and proximate result of the negligent conduct of Third-Party Defendants, IGS has suffered or will suffer damages in an amount to be proven at trial, but no less than \$400,000.00 USD.

**SECOND CLAIM FOR RELIEF**  
**(Carmack Amendment Liability)**  
**(Against MSC Defendants and Union Pacific)**

54. IGS realleges and incorporates by reference the preceding paragraphs as through set forth fully herein.

55. Prior to filing this action, the MSC Defendants and/or Union Pacific were nominated to participate in the transport via land of the marble slabs from California to Utah. The MSC

Defendants and/or Union Pacific agreed, or otherwise as a matter of law were charged, for good and valuable consideration, to undertake physical transportation of the marble slabs from California to Utah and to deliver the marble slabs in the same good order, quantity, and condition in which Defendants received them.

56. TD alleges that the marble slabs were duly tendered to the MSC Defendants and/or Union Pacific unbroken and in merchantable condition. However, the marble slabs were broken and destroyed in transit while in the care, custody, and/or control of the MSC Defendants and/or Union Pacific, and the MSC Defendants and/or Union Pacific failed to deliver the slabs in the same good order and condition in which they received the marble slabs.

57. In agreeing to transport the marble slabs for consideration and receiving said slabs for that purpose, the MSC Defendants and/or Union Pacific were acting as and were carriers within the meaning of 49 U.S.C. § 14706, *et seq.* In failing to deliver the marble slabs in the same good order, quantity, and condition in which they received them, the MSC Defendants and/or Union Pacific breached their statutory obligations under the Carmack Amendment.

58. As a direct and proximate result of the MSC Defendants' and/or Union Pacific's breaches of their statutory obligations under the Carmack Amendment, IGS has suffered or will suffer damages in an amount to be proven at trial but not less than \$400,000.00 USD.

**THIRD CLAIM FOR RELIEF**  
**(Carriage of Goods by Sea Act Liability)**  
**(Against MSC Defendants and Does 1-10)**

59. IGS realleges and incorporates by reference the preceding paragraphs as through set forth fully herein.

60. Prior to filing this action, the MSC Defendants and/or Does 1-10 were nominated to transport the marble slabs from the port of La Spezia, Italy to the port of Long Beach,

California, United States. The MSC Defendants and/or DOES 1-10 agreed, or otherwise as a matter of law were charged, for good and valuable consideration, to undertake physical transportation of the marble slabs from the port of La Spezia, Italy to the port of Long Beach, California, United States and to deliver the marble slab in the same good order, quantity, and condition in which the MSC Defendants and/or Does 1-10 received the marble slabs.

61. TD asserts that the marble slabs were duly tendered unbroken and in merchantable condition to the MSC Defendants and/or Does 1-10. However, the marble slabs were broken and destroyed in transit while in the care, custody and/or control of the MSC Defendants and/or Does 1-10, and the MSC Defendants and/or Does 1-10 failed to deliver the marble slabs in the same good order and condition in which they received them.

62. The Carriage of Goods by Sea Act, 46 U.S.C. §30701 (“COGSA”) applies “to all contracts for carriage of goods by sea to or from ports of the United States in foreign trade.” 46 U.S.C. § 30701(13), under which the MSC Defendants and/or Does 1-10 owed the highest degree of care in relation to the marble slabs. In failing to deliver the marble slabs in the same good order and condition in which they received them, the MSC Defendants and/or Does 1-10 breached their statutory obligations under COGSA.

63. As a direct and proximate result of the Defendants’ breach of their statutory obligations under COGSA, IGS has suffered or will suffer damages in an amount to be proven at trial but not less than \$400,000.00 USD.

**FOURTH CLAIM FOR RELIEF**  
**(Indemnification / Equitable Indemnification)**  
**(Against All Third-Party Defendants)**

64. IGS realleges and incorporates by reference the preceding paragraphs as through set forth fully herein.

65. TD has brought legal claims for breach of contract against IGS for the invoice price of the broken marble slabs.

66. The marble slabs were broken because of the MSC Defendants', Union Pacific's, and D&R's negligent transportation of the slabs.

67. The MSC Defendants, Union Pacific, and D&R owed a duty to both TD and IGS to use reasonable care in transporting and delivering the marble to IGS in Utah; however, they failed to do so, which cause the marble slabs to break in transport.

68. Therefore, the MSC Defendants, Union Pacific, and D&R are liable to TD for their negligence.

69. To the extent TD is successful in prosecuting its claims against IGS, IGS will be in a position where it is obligated to discharge MSC Defendants', Union Pacific's, and D&R's legal obligations to TD for failing to use reasonable care in the transportation and delivery of the marble slabs.

70. As responsible parties for the breaking of the marble slabs, the MSC Defendants, Union Pacific, and D&R should bear the burden of the cost of the marble slabs.

**FIFTH CLAIM FOR RELIEF**  
**(Negligent/Breach of Bailment)**  
**(Against All Third-Party Defendants)**

71. IGS realleges and incorporates by reference the preceding paragraphs as through set forth fully herein.

72. The damage to the marble slabs was directly and proximately caused by the acts and/or omissions of Third-Party Defendants, in violation of their statutory and/or common law duties and obligations as bailee(s) to safely maintain and care for the marble slabs while the same was

in their care, custody, and/or control.

73. As a direct and proximate result of the acts and omissions of Third-Party Defendants, Plaintiff has suffered or will suffer damages in an amount to be proven at trial, but no less than \$400,000.00 USD.

**SIXTH CLAIM FOR RELIEF**  
**(Contribution)**  
**(Against All Third-Party Defendants)**

74. IGS realleges and incorporates by reference the preceding paragraphs as through set forth fully herein.

75. Upon information and belief, IGS is in no way responsible for the injuries or damages alleged by TD.

76. But if IGS is nevertheless found liable under any legal theory for any damages or injuries alleged by TD, then IGS is informed and believes, and thereon alleges, that Third-Party Defendants were the contributing and substantial proximate cause of the damages or injuries alleged by those entities with interest in the marble slabs, if any.

77. By reason of the foregoing allegations, Plaintiff will be damaged to the extent that it has paid and/or must pay any sum, or any sum in excess of its proportionate share of liability, if any, as assessed by the trier of fact.

78. Accordingly, if Plaintiff were to be held liable for any part of the claims asserted against it, Plaintiff would be entitled to contribution by Defendants in proportion of their share of the liability, so that Plaintiff would avoid payment of any sum or sums it has paid and/or must pay to those entities with interest in the marble slabs, or any sum in excess of Plaintiff's proportionate share of liability, if any.

79. By reason of the foregoing allegations, Plaintiff has incurred and/or paid expenses for the defense of the claims brought by those entities with interest in the marble slabs, including, but not limited to, attorneys' fees, court costs, expenses, and damages. Plaintiff will also likely incur future additional attorneys' fees, court costs, expenses, and damages by reason of any judgment or settlement with any party to this action. Based on the foregoing, Plaintiff seeks and is entitled to be indemnified and held harmless by Defendants for Plaintiff's attorneys' fees, court costs, expenses, and damages incurred, paid, and/or owing. The aforementioned expenses are continuing and the aggregate amount is not presently known to Plaintiff, which prays leave to amend its complaint to assert the true amount of such expenses when they have finally been ascertained.

**\*\*\*\*END OF ORDER\*\*\*\***

**~ Order Is Entered by the Court as Indicated by the Date and Seal  
at the Top of the First Page ~**