

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

SAMMYE MCCOWATT and WANDA	)	
THOMAS,	)	
	)	C.A. N24C-05-207 MAA
Plaintiffs,	)	
	)	
v.	)	
	)	
CHRISTIAN ANDRES GARCIA,	)	
KEYSTONE QUALITY TRANSPORT	)	
CO., TRINITY HEALTH PACE, INC.	)	
d/b/a SAINT FRANCIS LIFE, and	)	
KEYSTONE QUALITY SERVICES,	)	
INC.,	)	
	)	
Defendants.	)	

Submitted: August 20, 2026
Decided: September 11, 2026

**Trinity Health Pace, Inc.’s Motion for Summary Judgment:
DENIED.**

ORDER

Before the Court is Defendant Trinity Health Pace, Inc.’s Motion for Summary Judgment as to Plaintiff Wanda Thomas. Upon consideration of the Delaware Superior Court Rules of Civil Procedure, the relevant statutory and decisional law, and the record in this matter; for the reasons that follow, Plaintiff’s Motion is denied.

1. This case concerns a motor vehicle collision that occurred on November 22, 2022, in Wilmington, Delaware. Defendant Christian Garcia, who was driving a paratransit bus owned by Keystone Quality Transport (“KQT”),

allegedly ran a red light and collided with a DART bus operated by Plaintiff Wanda Thomas. At the time of the collision, Garcia was transporting Plaintiff Sammie McCowatt to a Trinity Health Pace (“THP”) LIFE center.¹ Thomas contends THP is liable under a *respondeat superior* theory. THP moved for summary judgment, contending it is not liable because it did not have an agency relationship with Garcia.

2. Prior to the accident, THP entered into a Transportation Services Agreement (“TSA”) with Keystone Quality Services (“KQS”), who subcontracted to KQT. KQT employed Garcia. Section 7 of the TSA states that “KQS and LIFE agree that neither KQS nor any of its employees, contractors or affiliates providing services hereunder are employees of LIFE.”² The TSA requires KQS to wrap paratransit buses with THP LIFE insignia and explicitly state the vehicles are owned and operated by Keystone Quality Transport Company.³ The TSA outlines specific expectations for KQS to fulfill in operating paratransit vehicles for THP.⁴

¹ The complaint alleges at the time of the accident, Garcia was operating in the scope of his employment. D.I. 1 ¶ 7.

² D.I. 129 (“Mot.”) Ex. 3 at 6 § 7. The full text of the provision states:

7. Independent Contractor. In performing the services herein specified, KQS and any subcontractor of KQS will be acting as an independent contractor. KQS and LIFE agree that neither KQS nor any of its employees, contractors or affiliates providing services hereunder are employees of LIFE. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between LIFE and KQS or to authorize either KQS or LIFE to act as a general or special agent of the other party.

LIFE is a brand name used by THP. D.I. 132 (“Resp.”) at 1-2.

³ Mot. Ex. 3 at 10-11 § 12(m).

⁴ Mot. Ex. 3 at 2-5 § 3.

Specifically, the TSA explains that all KQS employees, contractors, affiliates, *etc.* are to “adhere to all LIFE policies, procedures, and regulations.”⁵

3. THP contends KQT owned the paratransit bus operated by Garcia. Plaintiff Thomas claims THP owned the bus based on the police report of the accident.⁶ Plaintiff Thomas further highlights Defendant Garcia’s deposition testimony, in which Garcia claimed the paratransit van he operated lacked any reference to Keystone.⁷

ANALYSIS

4. The existence of an agency relationship is a factual inquiry.⁸ An agency relationship can exist where the principal exercises control over the agent, even if the contract between the agent and principal designates the agent as an independent contractor.⁹

5. Summary judgment may be granted “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.”¹⁰ A genuine issue of material fact exists where “the evidence is

⁵ *Id.* § 3(g).

⁶ Resp. ¶ 4.

⁷ *Id.* ¶ 5.

⁸ *See Ryan v. Sea Colony Recreational Ass’n, Inc.*, 345 A.3d 960, 965 (Del. 2025) (illustrating the factual nature of an agency analysis).

⁹ *See Fisher v. Townsends, Inc.*, 695 A.2d 53, 60 (Del. 1997) (noting the label of the relevant worker as independent contractor or employee is not controlling (citations omitted)).

¹⁰ Super. Ct. Civ. R. 56(a).

such that a reasonable jury could return a verdict for the nonmoving party.”¹¹ The moving party bears the burden of showing the undisputed facts support its position.¹² The burden then shifts to the nonmoving party to “show that there are material issues of fact the ultimate fact-finder must resolve.”¹³ A court will not grant summary judgment if “it appears that there is a material fact in dispute or that further inquiry into the facts would be appropriate.”¹⁴ The moving party’s claim must be “based on more than mere speculation.”¹⁵ There is no right to summary judgment.¹⁶

6. THP’s motion seeks a declaration, by the Court, that Garcia was not an agent of THP because the TSA disclaimed an employment relationship with Garcia, KQT owned the truck driven by Garcia, and THP did not otherwise supervise Garcia. Defendant’s motion fails.

7. First, there is a genuine dispute of material fact over whether the paratransit bus driven by Garcia was KQT’s bus or THP’s bus. Second, while the TSA purports to disclaim an employment relationship between THP and Garcia, it simultaneously grants THP the ability to exercise some control over Garcia’s

¹¹ *Gateway Ests., Inc. v. New Castle Cty.*, 2015 WL 13145613, at *13 (Del. Super. Sept. 19, 2015) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)).

¹² *Olga J. Nowak Irrev. Tr. v. Voya Fin’l Inc.*, 2020 WL 7181368, at *3 (Del. Super. Nov. 30, 2020) (citing *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1979)).

¹³ *Id.* (citing *Brzoska v. Olson*, 668 A.2d 1355, 1364 (Del. 1995)).

¹⁴ *Capano v. Lockwood*, 2013 WL 2724634, at *2 (Del. Super. May 31, 2013) (citing *Ebersole v. Lowengrub*, 180 A.2d 467, 470 (Del. Super. 1962)).

¹⁵ *Pazuniak L. Off., LLC v. Pi-Net Int’l, Inc.*, 2016 WL 3916281, at *2 (Del. Super. July 7, 2016).

¹⁶ *Cross v. Hair*, 258 A.2d 277, 278 (Del. 1969).

conduct.¹⁷ An agency relationship can exist even when the purported agent is labeled as an independent contractor.¹⁸ A reasonable jury could conclude Garcia was THP's agent at the time of the collision.

8. There is uncertainty surrounding the control THP exercised over Garcia. There is uncertainty regarding whether THP owned the paratransit bus at issue.¹⁹ Agency is a fact-intensive inquiry, and the court has power to deny a motion for summary judgment where it appears further development of the record at trial would be appropriate. THP's motion for summary judgment is DENIED.

IT IS SO ORDERED.

/s/ Meghan A. Adams

Meghan A. Adams, Judge

¹⁷ See Mot. Ex. 3 at 2-5 § 3.

¹⁸ See *Fisher*, 695 A.2d at 60 (noting the label of the relevant worker as independent contractor or employee is not controlling (citations omitted)).

¹⁹ Pursuant to the TSA, the paratransit bus in this case needed "full vehicle wraps with LIFE logos and designs," and every vehicle had to "bear the LIFE insignia to indicate to LIFE participants that the vehicle is being used for transportation to the LIFE program." Mot. Ex. 3 at 10-11 § 12(m). The TSA also required signage on the vehicle "explicitly stat[ing] that the vehicles are 'owned and operated by Keystone Quality Transport Company' so as 'to demonstrate and hold out to all others that such transportation services are provided by such third party, and not by LIFE.'" *Id.* Defendant Garcia's testified at his deposition that, in contravention to the TSA, the van he was driving displayed "St. Francis Life Center" on the front and "Trinity Health" at the top, and the Keystone name did not appear anywhere on the vehicle. Mot. Ex. 2 at 50:19-23; 51:1-10.