No. 24-1238

In the Supreme Court of the United States

SHAWN MONTGOMERY,

Petitioner,

v.

CARIBE TRANSPORT II, LLC, YOSNIEL VARELA-MOJENA, C.H. ROBINSON COMPANY, C.H. ROBINSON COMPANY, INC., C.H. ROBINSON INTERNATIONAL, INC., AND CARIBE TRANSPORT, LLC,

Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit

BRIEF FOR PETITIONER

MICHAEL J. LEIZERMAN
RENA M. LEIZERMAN
THE LAW FIRM FOR TRUCK SAFETY LLP
3232 Executive Pkwy.
Suite 106
Toledo, OH 43606

PAUL D. CLEMENT
Counsel of Record
C. HARKER RHODES IV
CAMILO GARCIA*
CLEMENT & MURPHY, PLLC
706 Duke Street
Alexandria, VA 22314
(202) 742-8900
paul.clement@clementmurphy.com

*Supervised by principals of the firm who are members of the Virginia bar

(Additional Counsel Listed on Inside Cover)

December 1, 2025

ALAN G. PIRTLE
BROWN & CROUPPEN
103 W Vandalia Street
Suite 150
Edwardsville, IL 62025

Counsel for Petitioner

QUESTION PRESENTED

The Federal Aviation Administration Authorization Act of 1994 ("FAAAA") is a part of the program of economic deregulation enacted by Congress from the late 1970s through the 1990s. Congress was very interested in achieving economic deregulation, and so one FAAAA provision ensures that states cannot fill the gap created by federal deregulation by preempting state laws "related to a price, route, or service" of a motor carrier or broker "with respect to the transportation of property." 49 U.S.C. §14501(c)(1). Congress was decidedly not interested in deregulation when it comes to safety, and so another FAAAA provision preserves traditional state safety regulation by excepting from preemption the "safety regulatory authority of a State with respect to motor vehicles." *Id.* §14501(c)(2)(A).

Petitioner was seriously injured when his vehicle was hit by a truck driving unsafely. He brought a state-law tort claim against the broker who negligently hired the unsafe motor carrier and driver—a longstanding safety-promoting tort that dates back to the First Restatement and that courts have recognized for decades. In conflict with other federal courts of appeals, the Seventh Circuit held petitioner's claim preempted under the FAAAA.

The question presented is:

Whether 49 U.S.C. §14501(c) preempts a state common-law claim against a broker for negligently selecting a motor carrier or driver.

PARTIES TO THE PROCEEDING

Petitioner, who was the Plaintiff-Appellant below, is Shawn Montgomery.

Respondents, who were Defendants-Appellees below, are Caribe Transport LLC, Caribe Transport II LLC, Yosniel Varela-Mojena, C.H. Robinson Worldwide, Inc., C.H. Robinson Company, Inc., and C.H. Robinson International, Inc.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Regulations

Other Authorities

INTRODUCTION

From the 1970s onward, Congress undertook a decades-long legislative effort to end federal and state economic regulation of major American transportation industries and allow competitive market forces to set prices and spur efficiencies and innovation. That legislative campaign started with the Airline Deregulation Act of 1978 ("ADA"), which ended federal economic regulation of the airline industry and preempted state economic regulation of that industry as well. The ADA served as the model for the Motor Carrier Act of 1980 and provisions of the Federal Aviation Administration Authorization Act of 1994 ("FAAAA"), which ended federal economic regulation of the trucking industry, including by eliminating regulations that had required motor carriers and brokers to set rates collectively through rate bureaus, file those fixed rates with the government, serve only approved routes, and continue providing service on unprofitable routes. Because the whole point of Congress' deregulatory efforts was to achieve economic deregulation in the transportation sector, the statutes included distinctly worded express preemption provisions designed to ensure that states did not fill the gap created by federal economic deregulation with state-level economic regulation. The FAAAA thus preempts any state "law, regulation, or other provision having the force and effect of law" that is "related to a price, route, or service" of any motor carrier or broker "with respect to the transportation of property." 49 U.S.C. §14501(c)(1).

In pursuing its program of economic deregulation, however, the last thing Congress wanted was safety

deregulation. Congress thus deliberately preserved both federal and state safety regulatory authority by continuing to authorize federal agencies to regulate airline and motor carrier safety and by preserving longstanding state regulatory authority in those areas. At the federal level, the dichotomy between economic and safety regulation was structural, as the former was the remit of the old Interstate Commerce Commission, which Congress phased out, while the latter was assigned to the Department of Transportation, whose safety authority was maintained. At the state level, Congress enshrined its conscious decision to preserve traditional state safety regulation into law in the text of the FAAAA, by explicitly excluding from FAAAA preemption any exercise of the "safety regulatory authority of a State with respect to motor vehicles." *Id.* §14501(c)(2)(A).

That provision, known as the "safety exception," resolves this case. Petitioner was badly injured in a motor vehicle collision caused by a broker who negligently hired an unsafe motor carrier and driver to haul a cross-country shipment. Petitioner accordingly brought state-law tort claims against the broker for its negligence in hiring that unsafe motor carrier and driver—an established theory of tort liability that has been hornbook law for nearly a century. The Seventh Circuit nevertheless held petitioner's claims preempted under the FAAAA, concluding that claims that a broker negligently hired an unsafe motor carrier and driver to provide motor vehicle transportation and thereby caused a motor vehicle collision do not qualify as an exercise of state "safety regulatory authority … with respect to motor vehicles."

This Court should reverse. Under the plain text of the safety exception, petitioner's claims are clearly an exercise of state "safety regulatory authority … with respect to motor vehicles." State common-law tort claims are a classic form of state regulatory authority, and claims that a broker negligently hired an unsafe motor carrier and driver to provide motor vehicle transportation and thereby caused a motor vehicle collision, like similar claims against a carrier, plainly qualify as safety regulation with respect to motor vehicles. That straightforward textual understanding is confirmed by the statutory history, which underscores that Congress enacted the FAAAA as part of a broader legislative effort to end federal and state *economic* regulation of major transportation industries while preserving federal and state *safety* regulation. Petitioner's claims, which rely on a longstanding state common-law theory of tort liability that pre-date the FAAAA by decades, fall squarely in the latter camp.

In fact, if petitioner's claims are not covered by the safety exception, then they are not covered by the FAAAA preemption provision in the first place. The ADA provision on which the FAAAA preemption provision was modeled, which lacks a comparable express safety exception, has long been interpreted not to preempt state safety-related tort claims for personal injury. Moreover, as a textual matter, respondents cannot have it both ways: If petitioner's tort claims qualify as a state "law, regulation, or other provision having the force and effect of law" for purposes of the FAAAA preemption provision, then they also qualify as an exercise of "state regulatory authority" under the safety exception. And if

petitioner's claims that a broker negligently hired an unsafe motor carrier and driver to provide motor vehicle transportation and thereby caused a motor vehicle collision are claims "with respect to the transportation of property" under the FAAAA preemption provision, they are also claims "with respect to motor vehicles" under the safety exception. Put simply, petitioner's claims are either entirely outside the scope of the FAAAA preemption provision or excluded from preemption by the safety exception. Either way, the FAAAA does not preempt petitioner's claims, and the judgment below must be reversed.

OPINIONS BELOW

The Seventh Circuit's opinion is reported at 124 F.4th 1053 and reproduced at Pet.App.1a-10a. The Southern District of Illinois's opinion is available at 2024 WL 129181 and reproduced at Pet.App.11a-15a.

JURISDICTION

The Seventh Circuit issued its opinion on January 3, 2025. Petitioner timely filed a petition for certiorari on June 2, 2025. This Court has jurisdiction under 28 U.S.C. §1254(1).

STATUTORY PROVISION INVOLVED

The relevant statutory provision, 49 U.S.C. §14501, is reproduced in the statutory appendix.

STATEMENT OF THE CASE

A. Legal Background

In the 1970s, Congress began a sustained campaign of economic deregulation across major American transportation industries, to encourage competition and discourage federal and state economic

barriers to entry. That campaign started with the ADA in 1978, when Congress deregulated the airline industry to guarantee "maximum reliance on competitive market forces." Pub. L. No. 95-504, §3(a), 92 Stat. 1705, 1706 (1978) (codified at 49 U.S.C. §40101(a)(6)). Before the ADA, the Federal Aviation Act of 1958 had empowered the Civil Aeronautics Board to set the economic terms that air carriers could offer to the public, by closely regulating air carriers' "routes, rates, and services." *Northwest, Inc. v. Ginsberg*, 572 U.S. 273, 280 (2014). During that era, "air carriers were also regulated by the States," as the Act "contained a saving provision preserving pre-existing statutory and common-law remedies." *Id.*

The ADA ended federal economic regulation of the air transportation industry, and the Civil Aeronautics Board was eventually dissolved in 1985. *See* ADA §40(a), 92 Stat. at 1744. To "ensure that the States would not undo federal deregulation" by imposing state economic regulations of their own on the air carrier industry, *Morales v. Trans World Airlines*, 504 U.S. 374, 378 (1992), Congress included an express preemption clause in the ADA that preempts any state laws "related to a price, route, or service of an air carrier." 49 U.S.C. §41713(b)(1).

At the same time, Congress made clear that its deregulatory agenda was specifically aimed at economic regulation, not safety regulation. As Congress explained in the enacted statutory text, the ADA was designed to result in "no diminution of the high standard of safety in air transportation," and the "assignment and maintenance of safety" remained "the highest priority in air commerce." ADA §§3(a),

5(a), 92 Stat. at 1706, 1709. Air transportation safety accordingly continued to be regulated at the federal level by the National Transportation Safety Board ("NTSB") and the Federal Aviation Administration ("FAA"). *See* Pub. L. No. 89-670, §§3(e)(1), 5, 80 Stat. 931, 932, 935-37 (1966). It also continued to be regulated by state law, as the ADA's express preemption of regulation "related to a price, route, or service of an air carrier" did not preempt state safety-related tort claims for personal injuries caused by negligent airline operations. 49 U.S.C. §41713(b)(1); *see, e.g.*, *Day v. SkyWest Airlines*, 45 F.4th 1181, 1182, 1184-91 (10th Cir. 2022) ("We agree with our sister circuits that personal-injury claims arising out of an airline employee's failure to exercise due care are not 'related to' a deregulated price, route, or service."); *see also infra* pp.47-49.

Congress followed the same approach when it turned to economic deregulation of the interstate motor carrier industry. From 1935 on, that industry had been subject to extensive economic regulation at the federal level by the Interstate Commerce Commission ("ICC"), which was empowered under the Motor Carrier Act of 1935 to regulate the rates and services of motor carrier transportation in the public interest. *See* Pub. L. No. 74-255, 49 Stat. 543 (1935). By 1980, however, Congress concluded that economic regulation by the ICC had come to "inhibit market entry [and] carrier growth" in the trucking industry, and had created "operating inefficiencies and some anticompetitive pricing." Pub. L. No. 96-296, §3, 94 Stat. 793, 793 (1980). As a result, as "part of the continuing effort by Congress to reduce unnecessary regulation by the Federal Government," Congress

enacted the Motor Carrier Act of 1980, which effectively ended federal economic regulation of the trucking industry and allowed free competition to set the terms of trucking rates, routes, and services. *Id.* §2, 94 Stat. at 793. At the same time, Congress did not eliminate federal (or state) safety regulation of the trucking industry; instead, trucking safety continued to be regulated at the federal level by the NTSB and the Federal Highway Administration, *see* Pub. L. No. 89-670 §§5, 6(f)(3)(B), 80 Stat. at 935-37, 940, and at the state level in accordance with state law.

Unlike the ADA, the Motor Carrier Act of 1980 did not include any express preemption provision to preempt state economic regulation. By 1994, however, Congress concluded in the FAAAA that state economic regulation of motor carriers posed "an unreasonable burden on interstate commerce" and that "certain aspects of the State regulatory process should be preempted." Pub. L. No. 103-305, §601(a)(1)(A), (2), 108 Stat. 1569, 1605 (1994); *see also* H.R. Conf. Rep. No. 103-677, at 86 (1994) (citing state "tariff filing and price" controls, "entry controls," and laws concerning the "types of commodities" that could be carried).

Congress accordingly "completed the deregulation" of the trucking industry by enacting the FAAAA, which included an express preemption clause preventing states from re-imposing the same economic regulation that Congress had ended at the federal level. *Dan's City Used Cars, Inc. v. Pelkey*, 569 U.S. 251, 256 (2013). That preemption clause, which is now codified at 49 U.S.C. §14501(c), "tracks the ADA's air-carrier preemption provision." *Id.* at 261; *see Rowe v.*

N.H. Motor Transp. Ass'n, 552 U.S. 364, 368, 370 (2008). It provides that no state may:

> enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier … or any motor private carrier, broker, or freight forwarder with respect to the transportation of property.

49 U.S.C. §14501(c)(1). At the same time, while eliminating state economic regulation, Congress sought to preserve existing state (and federal) safety regulation of the trucking industry, just as it had with the air transportation industry under the ADA. Congress therefore enacted an explicit savings clause in the FAAAA—often referred to as the "safety exception"—providing that the FAAAA's preemption provision "shall not restrict the safety regulatory authority of a state with respect to motor vehicles." *Id.* §14501(c)(2)(A); *see, e.g.*, *City of Columbus v. Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 439 (2002) (explaining that Congress' "clear purpose" in enacting the safety exception was "to ensure that its preemption of States' economic authority over motor carriers of property not restrict the preexisting and traditional state police power over safety" (citation omitted)). Congress also enacted parallel provisions—preempting state economic regulation and (later) saving state safety regulations—governing the interstate transportation of passengers by motor carriers. 49 U.S.C. §14501(a).

Consistent with its program of ensuring economic deregulation without allowing safety deregulation, Congress continued to provide for both federal and

state oversight of safety of motor carriers. Less than two months before enacting the FAAAA, Congress gave the Secretary of Transportation authority to make grants to the states to develop programs to enforce federal regulations on commercial motor vehicle safety "and compatible State regulations, standards, and orders." Pub. L. No. 103-272, ch.311, 108 Stat. 745, 984 (1994) (codified as amended at 49 U.S.C. §31102). In the same legislation, Congress specifically provided that "a State law or regulation on commercial motor vehicle safety … may be enforced" if it "has the same effect as" federal regulation, or is "additional to or more stringent than" federal regulation" (unless the Secretary of Transportation determines that it "has no safety benefit," "is incompatible with" federal regulation, or "would cause an unreasonable burden on interstate commerce"). *Id.* ch.311, 108 Stat. at 1008-09 (codified as amended at 49 U.S.C. §31141).

As Congress explained in amending both provisions four years later (after the FAAAA), the purpose of these provisions "is to ensure that the Secretary [and] States … work in partnership to establish programs to improve motor carrier, commercial motor vehicle, and driver safety," including by "identify[ing] high-risk carriers and drivers," "enforcing effective, compatible, and cost-beneficial motor carrier, commercial motor vehicle, and driver safety regulations and practices," and "ensuring that drivers of commercial motor vehicles … obtain adequate training." Pub. L. No. 105-178, §4002(a), 112 Stat. 107, 395 (1998) (codified at 49 U.S.C. §31100); *see id.* §4003(b), 112 Stat. at 395-96

(amending 49 U.S.C. §31102); *id.* §4008(e), 112 Stat. at 404-05 (amending 49 U.S.C. §31141).

Congress also continued to provide for federal safety regulation for the trucking industry. In 1999, finding that the "rate, number, and severity of crashes involving motor carriers" was "unacceptable," Congress created the Federal Motor Carrier Safety Administration ("FMCSA"). Pub. L. No. 106-159, §4, 113 Stat. 1748, 1749 (1999). Among other things, Congress tasked that agency with regulating motor carrier safety by regulating hours of service for vehicle operators, requiring carriers and brokers to register, and ensuring that brokers not coerce drivers into violating agency regulations. 49 U.S.C. §§13904, 31136(a)(5); *see* 49 C.F.R. §§371.1, 371.7, 395.3, 395.22. In short, over decades of legislation, Congress has repeatedly confirmed that its deregulatory impulse extends only to economic regulation, not to federal or state safety regulation.

B. Factual Background

Truck crashes are a serious problem. The trucks used to carry goods across the country outmatch even the sturdiest passenger vehicle. They can weigh more than 80,000 pounds and can travel at high speeds, and thus deliver a crushing blow in the event of a collision. In 2022 alone, the FMCSA identified more than 500,000 police-reported crashes involving large trucks, resulting in over 5,000 deaths and 114,000 injuries. FMCSA, *Large Truck and Bus Crash Facts 2022*, at 45 (Sept. 2025). The number of crashes involving large trucks steadily increased from 2016 to 2022, as did the number of injuries and deaths caused by truck crashes. *Id.* at 3.

This case is just one of the thousands of avoidable collisions that have contributed to those statistics. Respondent C.H. Robinson is a motor carrier broker, meaning that it is hired by customers who need transportation services to identify authorized motor carriers to transport their goods.[1] JA.4; *see* 49 U.S.C. §13102(2) ("broker" means a person whose business is "selling, providing, or arranging for, transportation by motor carrier for compensation"). In late 2017, C.H. Robinson hired respondent Caribe Transport, a motor carrier whose employees included respondent Yosniel Varela-Mojena, to deliver a shipment from Ohio to Arkansas and Texas.[2] JA.16.

Both Caribe Transport and Varela-Mojena had remarkably poor safety records. Just months earlier, Varela-Mojena had been involved in another crash and was cited for operating his truck carelessly. JA.25. Caribe Transport's record was even worse; despite having only nine trucks, it was involved in at least three reportable crashes between May and September 2017. JA.21-23. As a result, Caribe Transport met the FMCSA definition of a "high risk" carrier; the FMCSA had given it a "conditional" safety rating, and found it was "deficient" with respect to "qualification of drivers," "hours of service of drivers," "inspection, repair and maintenance," and its "recordable crash rate," among other things. JA.20-21. Despite those serious red flags, C.H. Robinson

---

[1] Respondents C.H. Robinson Company, C.H. Robinson Company, Inc., and C.H. Robinson International, Inc., are collectively referred to as "C.H. Robinson."

[2] Respondents Caribe Transport, LLC and Caribe Transport II, LLC are collectively referred to as "Caribe Transport."

hired Caribe Transport—and did so in violation of its own policies, which required it to refuse to hire any motor carrier with a conditional safety rating. JA.21.

The result was tragic and predictable. Shortly after midnight on December 7, 2017, Varela-Mojena was driving his tractor-trailer westbound on Interstate 70 across Illinois at high speeds in the dark. JA.4; D.Ct.Dkt.138-3 at 54. Fatigued and distracted, Varela-Mojena left his marked lane and drove his truck onto the right shoulder of the highway without decelerating or stopping—ramming at full speed into petitioner's tractor-trailer, which was lawfully parked on the side of the road. JA.4, 12-13. Varela-Mojena slammed into petitioner's parked vehicle with so much force that it detached Varela-Mojena's trailer, which swung across the road and came to rest on the median. D.Ct.Dkt.138-3 at 37. Varela-Mojena proceeded to drive away from the scene without stopping, leaving his detached trailer behind. *Id.*

Petitioner suffered severe injuries from the crash. Those injuries have required him to undergo numerous surgeries, including amputation of his leg below the knee, and he continues to experience pain and need medical care. JA.13-14.

C. Procedural Background

Petitioner filed suit against C.H. Robinson, Caribe Transport, and Varela-Mojena in the U.S. District Court for the Southern District of Illinois in November 2019, invoking the court's diversity jurisdiction and alleging various state-law claims. *See* JA.1-34. As relevant here, petitioner alleged that C.H. Robinson was liable for negligently hiring Caribe Transport and Varela-Mojena even though it knew or

reasonably should have known that their safety records were deficient, and even though doing so violated C.H. Robinson's own policies. JA.20-27.[3]

C.H. Robinson moved to dismiss the claims against it, asserting that negligent-hiring claims against motor carrier brokers are preempted by the FAAAA. D.Ct.Dkt.25. The district court denied the motion. JA.35. Adopting the Ninth Circuit's decision and reasoning in *Miller v. C.H. Robinson Wordwide, Inc.*, 976 F.3d 1016 (9th Cir. 2020), the district court held that state-law negligent hiring claims against motor carrier brokers fall comfortably within the safety exception to FAAAA preemption, because those claims represent an exercise of the state's "ability to regulate safety through common-law tort claims." JA.40 (quoting *Miller*, 976 F.3d at 1026). As the court explained, "Illinois has an interest in regulating the safety of drivers on the road, including trucks, and its negligence laws serve that function by permitting these types of tort actions to proceed." JA.40. Given that Congress "intended the FAAAA to regulate economic activity and not safety," the Court found no reason to believe that Congress meant to "eliminate this important component of the States' power over safety." JA.40 (quoting *Miller*, 976 F.3d at 1026.

Two years later, the Seventh Circuit decided *Ye v. GlobalTranz Enterprises, Inc.*, in which it held (in

---

[3] A claim for negligent hiring of an independent contractor is also referred to as a "negligent selection" claim. *See, e.g.*, *Kaipust v. Echo Glob. Logistics, Inc.*, 2025 WL 2374556, at *1 (Ill. App. Ct. Aug. 15, 2025); *see also* Restatement (Second) of Torts §411 (1965) ("Negligence in Selection of Contractor"); JA.22-23 (alleging negligence "in selecting and hiring").

conflict with the Ninth Circuit) that the FAAAA preempts negligent hiring claims against motor carrier brokers. 74 F.4th 453 (7th Cir. 2023). In light of that decision, C.H. Robinson moved for judgment on the pleadings on the negligent-hiring claims against it, which the district court (bound by the Seventh Circuit's decision) granted. Pet.App.13a. The district court proceeded to grant final judgment on those claims under Rule 54(b) to permit immediate appeal. Pet.App.14a-15a. On appeal, the Seventh Circuit affirmed based on *Ye*, while noting that petitioner's argument that the FAAAA did not preempt his claims was "preserved for further review should he seek it." Pet.App.10a.

SUMMARY OF ARGUMENT

Congress enacted the FAAAA preemption provision in §14501(c)(1) to ensure that its policy preference for economic deregulation of the trucking industry would not be undone by states filling the deregulatory gap with economic regulations of their own. At the same time, Congress reaffirmed that while it favored *economic* deregulation, it had zero interest in *safety* deregulation, and carefully preserved both federal and state safety regulatory authority over motor carriers—including, as most relevant here, by enacting the safety exception to expressly preserve state "safety regulatory authority … with respect to motor vehicles." 49 U.S.C. §14501(c)(2)(A).

That explicit statutory text resolves this case. Petitioner's state-law tort claim—which rests on an established theory of tort liability that was already hornbook law six decades before Congress enacted the

FAAAA—is plainly an exercise of state "safety regulatory authority." The expansive phrase "regulatory authority" includes state common-law tort claims, and the claims at issue here are unquestionably directed at regulating safety. Petitioner's claims likewise readily qualify as an exercise of state regulatory authority "with respect to motor vehicles," as petitioner alleges that C.H. Robinson negligently hired Caribe Transport and Varela-Mojena to provide motor vehicle transportation even though it knew or should have known that they could not provide that motor vehicle transportation safely, and thereby caused the motor vehicle crash that injured petitioner. That claim cannot be disentangled from motor vehicles; indeed, it can hardly be described without mentioning the motor vehicle that C.H. Robinson negligently hired and that inflicted devastating injuries on petitioner. Moreover, C.H. Robinson only qualifies as a broker under the FAAAA because it is in the business of arranging "transportation by motor carrier for compensation." 49 U.S.C. §13102(2). Put simply, when a state requires a broker to exercise due care in hiring a person to provide motor vehicle transportation, by requiring that broker to take reasonable precautions to ensure that person can operate the motor vehicle safely, that exercise of state authority necessarily occurs with respect to motor vehicles.

The statutory evolution strongly confirms that straightforward textual reading. When Congress enacted the FAAAA, it did so as part of a broad program of economic deregulation of the airline and trucking industries that involved mothballing federal economic regulatory agencies. But at the same time,

Congress deliberately maintained both federal and state safety regulatory authority over those industries, preserving both the federal administrative agencies that regulate safety in those industries and longstanding state authority to impose additional safety requirements. In that context, it would make no sense to construe the safety exception not to cover state tort claims against brokers for negligently hiring unsafe motor carriers and drivers.

None of the reasons that the Seventh Circuit gave for reaching the opposite conclusion is persuasive. The Seventh Circuit stumbled at the threshold, asserting that the safety exception requires a "direct link" between state regulatory authority and motor vehicles. But that language appears nowhere in the statute, and the phrase that does appear—"with respect to"—is expansive and certainly does not carry any implicit directness requirement. Regardless, petitioner's claims here *do* directly relate to motor vehicles, and so would be covered by the safety exception even under the Seventh Circuit's restrictive formulation. The Seventh Circuit relied on the absence of the word "brokers" in the safety exception. But the safety exception does not name *any* regulated parties; instead, it is an exception to the FAAAA preemption provision and extends to *all* the entities addressed in that provision and to *all* state safety regulatory authority with respect to motor vehicles. And the Seventh Circuit's assertion that other provisions in Title 49 show that Congress did not regulate brokers in the interests of motor vehicle safety both misconstrues those provisions and misses the point, as the safety exception exists precisely to permit states to impose safety requirements that

Congress has not. C.H. Robinson's felt need to bolster the decision below with additional arguments that are equally unpersuasive only confirms that the Seventh Circuit's analysis was inadequate and incorrect.

Because the safety exception preserves petitioner's claims from preemption, this Court need not decide whether the FAAAA preemption provision in §14501(c)(1) applies to these claims in the first place. But there is no plausible basis for interpreting the FAAAA's preemption provision broadly and then turning around and giving the exception a miserly construction. Instead, both provisions should be given a "fair … interpretation." *Encino Motorcars, LLC v. Navarro*, 584 U.S. 79, 88 (2018). Reading the safety exception narrowly and the preemption provision broadly would be worse than unfair; it would get matters backwards. The ADA preemption provision that Congress copied in enacting the FAAAA preemption provision has long been interpreted not to preempt state safety-related tort claims for personal injury like petitioner's claims here. By adding an express safety exception, Congress did not somehow expand the preemptive force of the FAAAA's basic preemption provision when it comes to safety related torts. The text does not permit another conclusion. If petitioner's claims are a state "law, regulation, or other provision having the force and effect of law" under the preemption provision, then they must also be an exercise of "state regulatory authority" under the safety exception. And if petitioner's claims that a broker negligently hired an unsafe motor carrier and driver to provide motor vehicle transportation and thereby caused a motor vehicle crash are claims "with respect to the transportation of property" under the

FAAAA preemption provision, they are also claims "with respect to motor vehicles" under the safety exception. In short, if petitioner's claims are covered by §14501(c)(1), then they are also covered by the safety exception in §14501(c)(2)(A)—and if they fall outside the safety exception, then they fall outside of §14501(c)(1) as well. Either way, the FAAAA does not preempt petitioner's claims, as Congress' deregulatory intent plainly did not extend to safety regulation.

ARGUMENT

I. The FAAAA Safety Exception Preserves Petitioner's Claims From Preemption.

A. The Statutory Text and History Make Clear That the Safety Exception Preserves Petitioner's Claims.

Both the plain text of the safety exception and the statutory evolution of that provision make crystal clear that states retain the authority to regulate motor carrier safety by recognizing claims against brokers for negligently hiring dangerous trucking companies and drivers. The Seventh Circuit erred by reaching the opposite conclusion.

1. As in any statutory-interpretation case, the inquiry must begin with "the language employed by Congress" in the statute. *Morales*, 504 U.S. at 383; *see, e.g.*, *Campos-Chavez v. Garland*, 602 U.S. 447, 457 (2024) ("As always, we start with the text."). The text here is straightforward: The FAAAA's preemption provision in §14501(c)(1) "shall not restrict the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. §14501(c)(2)(A). In other words, the plain text of the safety exception exempts from preemption any state law that is (1) an exercise of

"safety regulatory authority" and (2) "with respect to motor vehicles." *Id.* Petitioner's claims plainly satisfy both requirements.

a. First, petitioner's state-law tort claims are an exercise of state "safety regulatory authority." *Id.* As this Court has recognized time and again, state common-law tort claims represent an exercise of state regulatory authority. *See, e.g.*, *Kurns v. R.R. Friction Prods. Corp.*, 565 U.S. 625, 637 (2012) ("state regulation" includes "state common-law duties and standards of care"); *Wyeth v. Levine*, 555 U.S. 555, 578 (2009) (state "common-law tort suits" have long been regarded as "a complementary form of … regulation"); *see also Va. Uranium, Inc. v. Warren*, 587 U.S. 761, 774 (2019) (plurality op.) ("State tort laws, after all, plainly intend to regulate public safety."); *Mut. Pharm. Co. v. Bartlett*, 570 U.S. 472, 482 n.1 (2013) ("common-law causes of action … do not exist merely to spread risk, but rather impose affirmative duties"); *Riegel v. Medtronic, Inc.*, 552 U.S. 312, 324 (2008) (state common-law tort claim for damages "can be, indeed is designed to be, a potent method of governing conduct and controlling policy" (quoting *Cipollone v. Liggett Grp., Inc.*, 505 U.S. 504, 521 (1992)).

Indeed, "[h]istorically, common law liability has formed the bedrock of state regulation," especially when it comes to safety. *Desiano v. Warner-Lambert & Co.*, 467 F.3d 85, 86 (2d Cir. 2006); *see Cox v. Total Quality Logistics, Inc.*, 142 F.4th 847, 853 (6th Cir. 2025) ("The Supreme Court has repeatedly held that a state's 'regulatory authority' encompasses 'common-law duties and standards of care.'"). The claim here is illustrative: A state common-law claim for damages

against a motor carrier broker for negligent hiring is plainly an exercise of state regulatory authority, as it seeks to regulate brokers' conduct by requiring them to exercise due care in hiring trucking companies and drivers, and by imposing liability on them for any resulting injuries if they fail to do so. *See Cox*, 142 F.4th at 854 (recognizing that this Court and lower courts "have consistently rejected the argument that a state's regulatory authority can encompass only positive enactments of law"); *Miller*, 976 F.3d at 1026 (state regulatory authority "plainly includes the ability to regulate … through common-law tort claims").

That claim is also plainly an exercise of "safety" regulatory authority. The *raison d'être* of this kind of negligent hiring claim is to ensure that those engaged in the especially dangerous business of carrying heavy loads at high speeds are not negligently placed behind the wheel. *See infra* pp.21-23. As this case illustrates, state common-law tort claims against a broker for negligently hiring an unsafe trucking company and driver are "genuinely responsive to safety concerns," *Ours Garage*, 536 U.S. at 442, as they seek to prevent brokers from threatening public safety by entrusting dangerous motor carriers and their drivers with a shipment to haul. Petitioner's claims against C.H. Robinson therefore qualify as an exercise of state "safety regulatory authority." 49 U.S.C. §14501(c)(2)(A); *see Cox*, 142 F.4th at 854; *Miller*, 976 F.3d at 1026-29. Indeed, any other conclusion "would eliminate common-law negligence actions against motor carriers as well as brokers" for personal injuries caused by negligently hiring unsafe drivers, a result that plainly "is unsound" and that neither

respondents nor any court has adopted. U.S.Br.15, *C.H. Robinson Worldwide, Inc. v. Miller*, 2022 WL 1670803 (U.S. filed May 24, 2022).

b. A state tort claim against a broker for negligently hiring a motor carrier or driver, and thereby causing a motor vehicle collision, is also an exercise of state regulatory authority "with respect to motor vehicles." 49 U.S.C. §14501(c)(2). A broker is, by definition, in the business of "selling, providing, or arranging for, transportation by motor carrier." *Id.* §13102(2). That is, a broker only comes within the terms of the FAAAA preemption provision and its safety exception because its function is to hire a "motor carrier"—that is, "a person providing motor vehicle transportation for compensation." *Id.* §13102(14). When a state requires a broker to exercise due care in hiring a person who will "provid[e] motor vehicle transportation for compensation," *id.*—in particular, by requiring the broker to ensure that the person will be able to operate the motor vehicle safely—that exercise of state regulatory authority necessarily occurs "with respect to motor vehicles." *Id.* §14501(c)(2)(A).

That conclusion is confirmed by the broad language that Congress chose to use in preserving any state exercise of safety regulatory authority "with respect to" motor vehicles. As a matter of ordinary usage, the phrase "with respect to" is expansive, applying to anything "regarding" or "concerning" its object. *Random House Dictionary of the English Language* 1640 (2d unabridged ed. 1987); *see American Heritage Dictionary* 1107 (1969) (similar). This Court has accordingly interpreted the phrase

"with respect to the transportation of property" in the FAAAA's preemption provision, §14501(c)(1), to require only that the relevant law "concern" the transportation of property. *Dan's City*, 569 U.S. at 262. A state tort claim that requires a broker to exercise due care in hiring a motor carrier to provide motor vehicle transportation, by safely operating a motor vehicle, is self-evidently an exercise of state regulatory authority that "concern[s]" motor vehicles. *Id.*

Petitioner's own claims are a perfect example. Under Illinois law, a negligent hiring claim requires the plaintiff to prove that (1) "the employer knew or should have known that the employee had a particular unfitness for the position so as to create a danger of harm to third persons"; (2) "such particular unfitness was known or should have been known at the time of the employee's hiring"; and (3) "this particular unfitness proximately caused the plaintiff's injury." *Van Horne v. Muller*, 705 N.E.2d 898, 904 (Ill. 1998); *see, e.g.*, *McComb v. Bugarin*, 20 F.Supp.3d 676, 682 (N.D. Ill. 2014) (same for negligent hiring of independent contractors). Here, petitioner alleges that (1) C.H. Robinson knew or should have known that Caribe Transport and Varela-Mojena were unfit to provide motor carrier transportation by safely operating motor vehicles; (2) C.H. Robinson knew or should have known when it hired Caribe Transport and Varela-Mojena that they were unfit to provide motor carrier transportation by safely operating motor vehicles; and (3) Caribe Transport's and Varela-Mojena's unfitness to safely operate motor vehicles proximately caused petitioner's injuries in the resulting motor vehicle crash. JA.20-27. By its terms,

that is a claim "with respect to motor vehicles," 49 U.S.C. §14501(c)(2)(A); indeed, it is impossible to meaningfully describe petitioner's claims without mentioning motor vehicles. And a broker only qualifies for FAAAA preemption, subject to the safety exception, if it is in the business of arranging for transportation by motor vehicle. As the Sixth Circuit summarized in a parallel case: "The crux of the alleged negligent conduct is that TQL failed to exercise reasonable care in selecting a safe motor carrier to operate a motor vehicle on the highway, resulting in a vehicular accident that killed Ms. Cox … Simply put, there is no way to disentangle motor vehicles from Mr. Cox's substantive claim." *Cox*, 142 F.4th at 856.

2. That same understanding is overwhelmingly supported by the statutory history of the safety exception. *See BNSF Ry. Co. v. Loos*, 586 U.S. 310, 329 (2019) (Gorsuch, J., dissenting) (distinguishing "statutory history"—meaning "the record of *enacted* changes Congress made to the relevant statutory text over time," which is "the sort of textual evidence everyone agrees can sometimes shed light on meaning"—from "unenacted legislative history"); *accord O'Gilvie v. United States*, 519 U.S. 79, 96-97 (1996) (Scalia, J., dissenting).

As already described, the FAAAA was enacted as part of an overarching program by Congress to end federal economic regulation of the Nation's transportation industries, and to ensure that states did not undo that work by filling the gap with state economic regulation of their own. *See supra* pp.4-8. But as the statutory history makes clear, Congress

was focused on *economic* deregulation, and had zero interest in deregulation when it came to *safety*. Indeed, the surest way to derail Congress' deregulatory agenda would have been for economic deregulation to be followed by an increase in highway fatalities.

This sharp dichotomy between economic deregulation and continued robust safety regulation is evident not just in §14501's text, but in the structural changes that Congress did and did not make in implementing its agenda of economic deregulation. At the federal level, Congress mothballed the two principal *economic* regulatory agencies—the Civil Aeronautics Board and the ICC— but maintained and expanded federal *safety* regulation by the FAA, the NTSB, and the FMCSA. *Compare* Pub. L. No. 95-504, §40(a), 92 Stat. at 1744, *and* Pub. L. No. 104-88, 109 Stat. 803 (1995), *with* Pub. L. No. 89-670, §§3(e)(1), 5, 80 Stat. at 932, 935-37; Pub. L. No. 103-272, ch.311, 108 Stat. at 984, 1008-09; Pub. L. No. 105-178, §4002(a), 112 Stat. at 395, *and* Pub. L. No. 106-159, 113 Stat. 1748. And at the state level, Congress expressly preserved state safety regulatory authority over motor carriers in the FAAAA by enacting the safety exception. 49 U.S.C. §14501(c)(2)(A); *see, e.g.*, *Dan's City*, 569 U.S. at 256 (recognizing that under the safety exception, the FAAAA "exempts … from its preemptive scope" all "state laws regulating motor vehicle safety"); *Ours Garage*, 536 U.S. at 439 ("Congress' clear purpose in §14501(c)(2)(A) is to ensure that its preemption of States' economic authority over motor carriers of property, §14501(c)(1), 'not restrict' the preexisting and traditional state police power over safety."). Indeed,

Congress enacted a similar safety exception when it came to the carriage of passengers by motor carrier. *See* 49 U.S.C. §14501(a).

Given that statutory history and context, it would make no sense to construe the safety exception to exclude state tort claims against motor carrier brokers for negligently hiring unsafe motor carriers and drivers. As already described, those claims are a paradigmatic example of state safety regulation with respect to motor vehicles. *See supra* pp.19-23; *Cox*, 142 F.4th at 856. They are designed to keep the roads safe, and to compensate those injured by drivers who should not have been on the roads. And Congress would have been well aware of negligent-hiring claims as a form of state safety regulation of motor vehicles when it enacted the FAAAA, as those claims had existed for decades before the statute was passed. In fact, the First Restatement of Torts—published in 1934, six decades before the FAAAA was enacted—specifically used the negligent hiring of an inexperienced driver who causes a motor vehicle crash to illustrate negligent-hiring liability. Restatement (First) of Torts §411 cmt.b, illus.2, cmt.d, illus.4 (1934); *see also* Restatement (Second) of Torts §411 cmt.b, illus.3, cmt.d illus.5 (same). Nothing in the statutory text or the statutory history remotely suggests that Congress intended to exclude that established form of state safety regulation with respect to motor vehicles from the scope of the safety exception, and thereby prevent states from continuing to exercise that traditional form of safety-promoting regulation.

In sum, the statutory history confirms that when Congress deregulated the motor carrier industry, it focused exclusively on ending federal and state economic regulation with respect to motor vehicles, not federal or state safety regulation. Because petitioner's claims fall firmly into the latter camp, they are covered by the safety exception and not preempted by the FAAAA.

B. The Decision Below Is Wrong.

In reaching its contrary conclusion below, the Seventh Circuit relied exclusively on its prior decision in *Ye*, with no additional analysis. Pet.App.9a-10a. None of *Ye*'s reasons for holding that the safety exception does not preserve claims for negligently hiring unsafe motor carriers or drivers is persuasive.

1. *Ye* did not dispute that state tort law is an exercise of state "safety regulatory authority." 74 F.4th at 460 (recognizing that "many courts agree with" that proposition and finding "much to say in support of this argument"). Instead, the Seventh Circuit rested solely on its counterintuitive conclusion that a state-law claim against a broker for negligently hiring a carrier or driver to provide motor vehicle transportation is not a law "with respect to motor vehicles." *Id.*

In reaching that remarkable conclusion, the Seventh Circuit acknowledged that this Court "has broadly interpreted 'with respect to' to mean 'concerns.'" *Id.* (brackets omitted) (citing *Dan's City*, 569 U.S. at 261). But the Seventh Circuit still demanded "a direct link between a state's law and motor vehicle safety," and then found "no such direct link between negligent hiring claims against brokers

and motor vehicle safety." *Id.* The Seventh Circuit was wrong on both counts.[4]

First, nothing in the text of the safety exception requires a "direct link"—whatever that may mean—between a state's exercise of its safety regulatory authority and motor vehicles. "The word 'direct' does not appear in the statute's text." *Cox*, 142 F.4th at 857. Instead, the statute employs the expansive phrase "with respect to," which this Court has already held covers any state law that "concern[s]" motor vehicles, *Dan's City*, 569 U.S. at 261. Numerous dictionaries confirm that "with respect to" is a broad term which does not impose some strict standard of directness. *See Random House Dictionary of the English Language*, *supra*, at 1640; *American Heritage Dictionary*, *supra*, at 1107. The Seventh Circuit's contrary "direct link" interpretation was just an inaccurate *ipse dixit*. It gave no reason whatsoever for construing the expansive statutory phrase "with respect to" as narrowly requiring a "direct link," and no justification for nonetheless imposing a "direct link" requirement on the statute. *Ye*, 74 F.4th at 460. Doing so violated this Court's repeated admonition

---

[4] The Seventh Circuit incorrectly asserted that *Dan's City* viewed the phrase "with respect to motor vehicles" as "'massively limit[ing] the scope' of the safety exception." *Ye*, 74 F.4th at 460. In fact, *Dan's City* explained that the phrase "with respect to the transportation of property" in §14501(c)(1) "massively limits *the scope of preemption*" under the FAAAA as compared to the ADA. 569 U.S. at 261 (emphasis added). But what does the massive limiting is not the phrase "with respect to," which is an expansive phrase no different from related to, but the limitation to "the transportation of property." *Id.*; *see Cox*, 142 F.4th at 855 n.6. *Compare* 49 U.S.C. §14501(c)(1), *with id.* §41713(b)(1).

that courts may not "add words to the law" that Congress enacted. *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 774 (2015).[5]

Ye's superimposition of a non-existent direct-link requirement on the statutory text is particularly inexplicable given that such a requirement would be readily satisfied here. *Contra Ye*, 74 F.4th at 460. Petitioner's claims require him to prove that C.H. Robinson knew or should have known that Caribe Transport and Varela-Mojena could not be relied on to safely provide motor carrier transportation by safely operating a motor vehicle; that C.H. Robinson nevertheless hired Caribe Transport and Varela-Mojena to provide motor carrier transportation by operating a motor vehicle; and that Caribe Transport and Varela-Mojena's resulting unsafe operation of that motor vehicle caused petitioner's injuries. *See, e.g.*, *Van Horne*, 705 N.E.2d at 904; JA.20-27. Indeed, petitioner must not only show that C.H. Robinson's negligence was a but-for cause of the motor vehicle collision, but a proximate cause as well—i.e., that C.H. Robinson's conduct was "so closely tied" to the motor

---

[5] The Eleventh Circuit likewise wrongly read "with respect to" to require "a *direct* relationship to motor vehicles." *Aspen Am. Ins. Co. v. Landstar Ranger, Inc.*, 65 F.4th 1261, 1271 (11th Cir. 2023). *Aspen* relied in part on this Court's decision in *Presley v. Etowah County Commission*, 502 U.S. 491 (1992), which it said "interpreted 'with respect to' in a statute to mean 'direct relation to, or impact on.'" *Aspen*, 65 F.4th at 1270. But *Presley* did not focus on the statutory phrase "with respect to," and used a variety of other synonyms in its place, including "pertain … to" or "involve," 502 U.S. at 502, 504—which is presumably why the Eleventh Circuit conceded that *Presley* was not controlling, *see Aspen*, 65 F.4th at 1270-71.

vehicle collision that C.H. Robinson "should be held legally responsible for it," because "a reasonable person would see [the collision] as a likely result of [C.H. Robinson's] conduct." *City of Chicago v. Beretta U.S.A. Corp.*, 821 N.E.2d 1099, 1127 (Ill. 2004). That proximate-cause requirement essentially requires petitioner to prove (as a matter of state law) the "direct link" the Seventh Circuit found missing.[6]

2. The Seventh Circuit asserted that the statutory text "suggests" the safety exception may not extend to claims against brokers, because there is "no mention of brokers in the safety exception itself or in Congress's definition of motor vehicles." *Ye*, 74 F.4th at 460. That is mystifying. There is likewise no mention of motor carriers, drivers, motor vehicle manufacturers, or any other entity specifically enumerated in the preemption provision which the safety exemption qualifies. Thus, under the Seventh Circuit's (il)logic, no state-law tort claim against *any* defendant would be preserved by the safety exception. That is not a plausible interpretation of the statute.

---

[6] The Seventh Circuit suggested the claim in *Ye* was "indirect" because Ye alleged that the broker negligently hired only the motor carrier, and that the motor carrier was the one that negligently hired the driver. 74 F.4th at 461-62. Here, by contrast, petitioner alleges that C.H. Robinson negligently hired both Caribe Transport and Varela-Mojena. JA.20-27. And petitioner alleges C.H. Robinson was negligent in hiring Caribe Transport precisely because it knew or should have known Caribe Transport would have an unsafe driver like Varela-Mojena operating its motor vehicle, which again shows a direct link between petitioner's claims and motor vehicle safety. *See* Restatement (First) of Torts §411 cmt.b, illus.2, cmt.d, illus.4 (recognizing liability on similar facts). *Contra Ye*, 74 F.4th at 460.

See Cox, 142 F.4th at 856 (rejecting the Seventh Circuit's "faulty reading" because the safety exception "contains no mention of *any* regulated persons or entities"). Instead, the safety exception broadly preserves all exercises of state "safety regulatory authority … with respect to motor vehicles," without limiting its scope to particular regulated parties or claims against particular defendants. 49 U.S.C. §14501(c)(2)(A); *see Cox*, 142 F.4th at 857 (safety exception exists "not to set forth which persons or entities can and cannot have their conduct regulated," but to preserve state authority "to regulate motor vehicle safety, regardless of who is subject to the regulatory requirement").

For the same reason, the Seventh Circuit was wrong to infer any significance from the presence of the term "brokers" in the preemption clause of §14501(c)(1) and its absence in the other subclauses of §14501(c)(2). *Contra Ye*, 74 F.4th at 461. In the preemption clause, Congress specifically named the regulated parties whose prices, routes, and services states may not regulate: "any motor carrier … or any motor private carrier, broker, or freight forwarder," all of which are typically involved in transportation by motor vehicles. 49 U.S.C §14501(c)(1). By contrast, in the savings clauses, Congress exempted from preemption entire areas of state regulation—motor vehicle safety, "highway route controls," "intrastate transportation of household goods," and "tow truck operations," *id.* §14501(c)(2)(A)-(C)—without limiting those exemptions to regulation of specific parties.[7]

[7] The third clause of §14501(c)(2)(A) is the exception that proves the rule. That clause excepts from preemption "the

That consistent usage only *confirms* that the safety exception cannot be read to artificially exclude claims against brokers from its scope.

The Seventh Circuit also pointed to the absence of an explicit safety exception in §14501(b), which preempts state law "relating to intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker." 49 U.S.C. §14501(b). According to the Seventh Circuit, that omission "indicates a purposeful separation between brokers and motor vehicle safety," and so implies that Congress did not intend the safety exception in §14501(c)(2)(A) to extend to brokers. *Ye*, 74 F.4th at 461. That argument "draws too much from too little." *West v. Gibson*, 527 U.S. 212, 221 (1999). The preemption provision in §14501(b) was enacted a year after the FAAAA, in the ICC Termination Act of 1995; uses different language from §14501(c); and does not include any explicit exceptions at all other than a carve-out for Hawaii. *See* Pub. L. No. 104-88, §103, 109 Stat. at 899 (codified at 49 U.S.C. §14501(b)). More to the point, §14501(b) by its terms is limited to intrastate services, which are not at issue here and are not addressed by the distinct text of §14501(c). To the extent there is a perceived need to give the two distinct provisions the same scope vis-à-vis safety regulation (which is hardly obvious given their different text), the path would presumably be to conclude that Congress did not intend §14501(b)

---

authority of a State to regulate motor carriers" by imposing insurance requirements. 49 U.S.C. §14501(c)(2)(A). By explicitly limiting that exception to regulation of "motor carriers," Congress made clear that its other preemption exceptions are *not* limited to particular regulated parties. *Id.*

to preempt state negligent-hiring claims against brokers in the first place, and so no explicit safety exception was needed to preserve those claims. *See infra* pp.46-49.

To the extent the Court consults surrounding provisions, the more instructive subsection is §14501(a), which covers motor carriers of passengers, and which *Ye* barely mentioned. That subsection directly parallels the regime that §14501(c) establishes for motor carriers of property: It preempts certain state laws relating to motor-carrier transportation of passengers, §14501(a)(1), and then sets forth exactly the same exceptions from preemption found in §14501(c)(2), including (in exactly the same language) for "the safety regulatory authority of a State with respect to motor vehicles." *Compare* 49 U.S.C. §14501(a)(2), *with id.* §14501(c)(2)(A). That makes sense, as the last thing Congress intended in freeing passenger service from economic regulations was to step back from protecting the safety of passengers or other vehicles on the road. And the language of §14501(a)(2) plainly preserves a state claim for negligently hiring an unsafe motor carrier or driver to transport passengers—the kind of claim that the First Restatement recognized 90 years ago as a settled theory of liability. *See* Restatement (First) of Torts §411 cmt.b, illus.2 (hotel that hires a garage to provide a driver for guests while knowing the driver is inexperienced is liable for the resulting accident). So too here: The identical language in §14501(c)(2)(A) excludes the same long-established state claim from preemption when the unsafe motor carrier or driver causes the same accident while hauling property rather than passengers. *See id.*

cmt.d, illus.4 (builder that hires a teamster to haul material while knowing the teamster habitually hires inexperienced drivers is liable for the resulting accident).

3. The Seventh Circuit turned next to "other provisions of Title 49," asserting that they supported a "narrow reading of the phrase 'with respect to motor vehicles'" in the safety exception because "[w]here Congress regulates motor vehicle safety in Title 49, it addresses motor vehicle ownership, operation, and maintenance—but not broker services." *Ye*, 74 F.4th at 462. That is flat wrong. In fact, one of the Title 49 statutes that the Seventh Circuit cited *does* provide for federal regulation of brokers to ensure motor vehicle safety. 49 U.S.C. §31136(a)(5) (directing the Secretary of Transportation to "prescribe regulations on commercial motor vehicle safety" that "shall ensure that … an operator of a commercial motor vehicle is not coerced by a … transportation intermediary [i.e., broker] to operate a commercial motor vehicle in violation of a regulation promulgated under this section"); *see supra* p.10; *see also* 49 C.F.R. §390.13 ("No person shall aid, abet, encourage, or require a motor carrier or its employees to violate the rules of this chapter."); *cf. Ye*, 74 F.4th at 462-63 (citing §31136(a)(1), but ignoring §31136(a)(5)).

In any event, the Seventh Circuit's reasoning is a classic non sequitur. Even if Congress has not chosen to impose any federal safety regulations on brokers, that would not imply that it intended to preclude states from imposing such regulations—especially when the safety exception explicitly preserves state authority to impose such regulations. 49 U.S.C.

§14501(c)(2)(A); *accord Cox*, 142 F.4th at 857 n.7. To the contrary, given Congress' expressed intent to preserve state safety regulation, any gap in federal safety regulation would only underscore the importance of leaving state-level regulation intact. Once again, there is no evidence—textual or otherwise—that Congress had a deregulatory intent with respect to safety. More broadly, "[c]onstruing the safety exception based on what Congress itself does and does not regulate would contravene the purpose of the exception, which is to preserve 'the preexisting and traditional state police power over safety.'" *Cox*, 142 F.4th at 857 n.7 (quoting *Ours Garage*, 536 U.S. at 439).

The Seventh Circuit's reliance on the financial-responsibility requirements in 49 U.S.C. §13906 misses the mark for much the same reasons. In the Seventh Circuit's view, that Congress required brokers to secure against any claim arising from a failure to pay freight charges under its agreements, but required motor carriers to insure against liability for personal injury claims arising from the negligent operation of their vehicles, meant that Congress expected "motor carriers—not brokers—to bear responsibility for motor vehicle accidents." *Ye*, 74 F.4th at 463; *see* 49 U.S.C. §13906(a)-(b). That does not remotely follow. It is hardly surprising that Congress required brokers and motor carriers to insure against the most common risks in their respective businesses without requiring them to insure against risks that (one would hope) arise only infrequently. More to the point, requiring insurance for certain risks does not immunize companies from other risks, let alone suggest that those risks are non-

existent because they are both preempted and not preserved by the safety exception. The place to look to determine the scope of the safety exception is not to inapposite provisions about insurance but to the text of the safety exception, and that text leaves no doubt that states may exercise "safety regulatory authority … with respect to motor vehicles," 49 U.S.C. §14501(c)(2)(A).

4. The Seventh Circuit briefly noted that the Eleventh Circuit had reached the same conclusion in *Aspen* by relying on canons against "redundancy and surplusage," but did not adopt that reasoning itself. *Ye*, 74 F.4th at 464. That reticence is understandable, as the Eleventh Circuit's surplusage arguments are mistaken.

First, the Eleventh Circuit thought it had to read "with respect to motor vehicles" to require a "direct connection between the state law and motor vehicles" because "every state law that relates to the prices, routes, or services" of a motor carrier, broker, or freight forwarder "will have at least an *indirect* relationship to motor vehicles," and so a broad reading of "with respect to motor vehicles" would give the phrase "no meaningful operative effect." *Aspen*, 65 F.4th at 1271. That is doubly incorrect. First, the "services" of a motor carrier include not just actually driving the goods from one place to another via motor vehicles, but also "services related to that movement," including "packing," "storage," "ventilation," and "refrigeration." 49 U.S.C. §13102(23). That leaves a wide berth for state "safety regulatory authority" to relate to a "service of a[] motor carrier" without also being "with respect to motor vehicles." *Id.*

§14501(c)(1), (2)(A). Moreover, the statutory term "freight forwarder" includes businesses that arrange water transportation by boats or other vessels as well as businesses that arrange ground transportation by motor carriers, and so some state safety regulation of the services of a freight forwarder may not involve motor vehicles at all. *See id.* §13102(8). There is thus no need to give "with respect to motor vehicles" an artificially narrow reading for that phrase to have meaningful effect—especially when the kind of narrow reading that the Eleventh Circuit seems to have envisioned, limiting that phrase to regulations that by their terms govern only motor vehicle equipment or operation, would apparently exclude *all* claims against motor carriers, brokers, and freight forwarders, who neither manufacture motor vehicle equipment nor operate it.

More important, concerns about superfluity must be viewed with skepticism when construing an exception to a preemption provision, where Congress may simply be ensuring that the exception is at least co-extensive with the preemption provision so that all safety regulation is preserved. Put differently, reading an exception to a preemption provision so broadly that nothing is preempted would be the kind of superfluity problem that matters. Difficulty in identifying safety provisions that are not preserved from preemption, by contrast, simply underscores the breadth of the safety exception without rendering either the exception or the preemption provision superfluous. Both provisions do real work.

The Eleventh Circuit also suggested that a broad reading of "with respect to motor vehicles" would

render superfluous the *second* exception in §14501(c)(2)(A), which saves from preemption state laws imposing "highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo." *Aspen*, 65 F.4th at 1271-72 (quoting 49 U.S.C. §14501(c)(2)(A)). But state "highway route controls or limitations based on the size or weight of the motor vehicle" may reflect concerns about the wear and tear that heavy trucks can cause on state highways, rather than any safety concern, as shown by the numerous state statutes imposing fees or permitting requirements on motor vehicles based on their weight. *See, e.g.*, 625 Ill. Comp. Stat. §5/15-301(a); Idaho Code §49-1004(2); Ind. Code §9-20-6-2(a)-(b); S.D. Codified Laws §32-22-41; N.C. Gen. Stat. §20-119; N.Y. Veh. & Traf. Law §385.

Regardless, "[t]he canon against surplusage is not an absolute rule," *Marx v. Gen. Revenue Corp.*, 568 U.S. 371, 385 (2013), as somewhat redundant statutory clauses "are not unusual events in drafting," *Conn. Nat'l Bank v. Germain*, 503 U.S. 249, 253 (1992). As noted, there is no actual surplusage in the statutory text, and to the extent the safety exception's breadth reduces the role of other statutory provisions, that simply underscores the exception's breadth and provides no excuse for artificially narrowing it.[8]

---

[8] *Aspen*'s faulty reasoning may have resulted in part from the unusual facts there. Unlike this case, the broker in *Aspen* did not negligently hire an unsafe motor carrier and driver who then caused a motor vehicle collision; instead, it negligently handed over the shipment to an impostor who stole the cargo. 65 F.4th at 1265. As the Eleventh Circuit noted, the complaint in that case "says nothing at all about motor vehicles," *id.* at 1272, and has nothing to do with safety. That is a far cry from a claim (like the

C. C.H. Robinson's Efforts to Bolster the Decision Below Are Unpersuasive.

Apparently recognizing that the Seventh and Eleventh Circuit's decisions are less than compelling, C.H. Robinson attempted to bolster them with cert-stage arguments that neither court adopted. Those additional arguments are, if anything, even less persuasive.

1. C.H. Robinson contends that the safety exception preserves only "the States' regulatory authority over motor vehicle safety *as it existed* under federal regulation of the transportation industry," and that state negligent-hiring claims against brokers for negligently hiring unsafe motor carriers and drivers "did not exist" before Congress enacted its program of economic deregulation. BIO.18-20. That argument fails on both counts. As to the major premise, the plain text of the safety exception provides that the preemption provision in §14501(c)(1) "shall not restrict the safety regulatory authority of a State with respect to motor vehicles," 49 U.S.C. §14501(c)(2)(A)—not "the safety regulatory authority of a State with respect to motor vehicles as it existed before the Motor Carrier Act of 1980." If a state promulgates a new safety rule with respect to motor vehicles, that new rule is plainly preserved by the plain text of the safety exception. There is no justification (textual or

---

claims here) that a broker negligently hired a motor carrier and driver to provide motor vehicle transportation and thereby proximately caused a motor vehicle collision. If anything, *Aspen* simply illustrates that reading the safety exception to preserve the personal-injury claims here comes nowhere near swallowing the entire preemption provision.

otherwise) for complicating matters by forcing federal courts to develop a jurisprudence limning the boundaries of pre-Motor-Carrier-Act state safety law.

In any event, C.H. Robinson's minor premise is equally wrong. State tort claims for negligently hiring a motor carrier and driver had already been well established under state law for decades before Congress enacted the FAAAA—indeed, they were literally hornbook law by 1934, when the First Restatement was published. *See* Restatement (First) of Torts §411 cmt.b, illus.2, cmt.d, illus.4; *see also, e.g.*, *L.B. Foster Co. v. Hurnblad*, 418 F.2d 727 (9th Cir. 1969); *Hudgens v. Cook Indus., Inc.*, 521 P.2d 813 (Okla. 1973); *Risley v. Lenwell*, 277 P.2d 897 (Cal. Ct. App. 1954); *Ellis & Lewis v. Warner*, 20 S.W.2d 320 (Ark. 1929); Restatement (Second) of Torts §411 cmt.b, illus.3, cmt.d, illus.5. And there is no basis for concluding that these long-established state tort claims were somehow preempted by any federal economic regulation of the trucking industry or somehow "did not exist" when the FAAAA was enacted in 1994. *Contra* BIO.19-20. On the contrary, even the ICC itself "impliedly interpreted the Motor Carrier Act [of 1935] to permit state regulation of safety of operation." *Interstate Commerce—Power of States: Interstate Carriers—Grant of Discretionary Authority to ICC Held Not to Supersede State Police Regulation*, 52 Harv. L. Rev. 841, 842 (1939).

2. C.H. Robinson argues next that in enacting its program of economic deregulation for the trucking industry, Congress sought to "promote maximum reliance on competitive market forces," reduce "governmental constraints on entry," and prevent

"non-uniform regulation of motor carriers." BIO.20-21. That is true as far as it goes, but it does not go anywhere near as far as C.H. Robinson wants.

No one disputes that Congress sought to eliminate federal *economic* regulation of the trucking industry, and to ensure that states would not fill that void by imposing their own patchwork of local economic regulations. *See supra* pp.6-8. But at the same time, Congress deliberately preserved the federal *safety* regulations governing the industry, *see supra* pp.8-10, without regard to what safety rules "competitive market forces" might produce. More saliently, Congress explicitly preserved *state* authority to impose state-level safety regulations with respect to motor vehicles, 49 U.S.C. §14501(c)(2)(A), even though doing so would necessarily lead to some level of "non-uniform regulation of motor carriers," BIO.21; *see also* 49 U.S.C. §14501(c)(2)(A)-(C) (permitting non-uniform state regulation of "highway route controls or limitations" and "insurance requirements"); *id.* §31136(c)(2)(B) (requiring the Secretary to consider "State laws and regulations on commercial motor vehicle safety, to minimize their unnecessary preemption"); *cf. Bedoya v. Am. Eagle Express Inc.*, 914 F.3d 812, 823 (3d Cir. 2019) ("[T]he fact that laws may differ from state to state is not, on its own, cause for FAAAA preemption."). In short, Congress favored economic deregulation, not safety deregulation. Indeed, if unleashing competitive forces unleashed havoc on the roads, economic deregulation would have been short-lived. That is why the statutory text prioritizes safety over uniformity, not uniformity over safety.

3. C.H. Robinson also claims that permitting state-law claims against brokers who negligently hire unsafe motor carriers and drivers and thereby cause motor vehicle crashes will "reduce competition in the freight transportation industry," leading to "increased costs," "less incentive to offer fast, reliable, customer-friendly services," and "more delays and less flexible scheduling," and making the entire industry "less accessible, less resilient, and more vulnerable to disruption." BIO.28-29. That parade of horribles is pure imagination. Claims against businesses that negligently hire unsafe motor carriers and drivers have existed as hornbook law for nearly a century, *see* Restatement (First) of Torts §411 cmt.b, illus.2, cmt.d, illus.4, and have caused none of the existential problems for the transportation industry that C.H. Robinson imagines. And it has been settled law in the Ninth Circuit for more than five years that the safety exception excludes from FAAAA preemption claims like the ones at issue here, *see Miller*, 976 F.3d at 1025-31, with no apparent ill effects on the trucking industry across the entire West Coast.[9]

[9] Nor has the trucking industry been devastated by the numerous district court decisions agreeing that the FAAAA does not preempt negligent-hiring claims against brokers. *See, e.g.*, *Glover v. Argonaut Ins. Co.*, 2025 WL 1805708, at *4 (M.D. La. June 30, 2025); *Hawkins v. Milan Express, Inc.*, 735 F.Supp.3d 933, 937-40 (E.D. Tenn. 2024); *Meek v. Toor*, 2024 WL 943931, at *3 (E.D. Tex. Mar. 5, 2024); *Milne v. Move Freight Trucking, LLC*, 2024 WL 762373, at *7-8 (W.D. Va. Feb. 20, 2024); *Wardingley v. Ecovyst Catalyst Techs., LLC*, 639 F.Supp.3d 803, 806-12 (N.D. Ind. 2022); *Ortiz v. Ben Strong Trucking, Inc.*, 624 F.Supp.3d 567, 583-84 (D. Md. 2022).

In fact, the relevant economic considerations cut in precisely the opposite direction. Federal and state safety regulation exists precisely because "competitive market forces" in the ground transportation market will not always take adequate account of negative externalities—such as the injuries suffered by third parties like petitioner when brokers hire unsafe motor carriers and drivers who cause motor vehicle crashes. *Contra* BIO.28. Allowing states to account for those negative externalities through state safety regulation, including state tort claims that force negligent brokers to internalize the costs of putting unsafe drivers and carriers on the road, ensures that market competition will not result in a race to the bottom that achieves lower prices only at the cost of greater safety risks to third parties. Conversely, preempting state claims against brokers who hire unsafe motor carriers and put them on the roads—even when they know that those motor carriers are incompetent or dangerous—will only make the roads less safe. There are good reasons that a Congress that trusted market forces, rather than government regulators, to determine prices, routes, and services took a very different approach when it came to safety. If C.H. Robinson nevertheless believes that there are strong policy reasons for revisiting that clear congressional judgment, its "recourse lies in Congress, not in the courts." *Feliciano v. Dep't of Transp.*, 605 U.S. 38, 54 (2025).

Finally, it is worth emphasizing just how sweeping C.H. Robinson's approach would be. There is no obvious basis for limiting its get-out-of-tort theory to brokers. If C.H. Robinson is right that the phrase "with respect to motor vehicles" excludes

claims against brokers for negligently hiring unsafe motor carriers and drivers to provide motor vehicle transportation, it is hard to see why that narrow reading would not also exclude claims against motor carriers for negligently hiring unsafe drivers to provide motor vehicle transportation, or even claims against the unsafe drivers themselves for negligently providing that transportation. In theory, Congress could have left all of that to market forces and limited the safety exception to safety regulations specifically governing motor vehicles themselves. But, in reality, Congress adopted instead a broad safety exception that permits neither brokers nor carriers to put unsafe drivers on the roads, and envisioned a continuing role for state and federal regulators in keeping the roads safe. 49 U.S.C. §14501(c)(2)(A); *see id.* §31100 (explaining that the federal government and states should "work in partnership" to "improve motor carrier, commercial motor vehicle, and driver safety," including by "enforcing effective, compatible, and cost-beneficial motor carrier, commercial motor vehicle, and driver safety regulations and practices").

II. If The Safety Exception Does Not Apply, The FAAAA Preemption Provision Does Not Apply Either.

Because petitioner's claims against C.H. Robinson for negligently hiring an unsafe motor carrier and driver are affirmatively preserved from preemption under the safety exception, the question whether the underlying FAAAA preemption provision in §14501(c)(1) applies to petitioner's claims is largely academic. But to prevail, respondents must persuade this Court to interpret the FAAAA's basic preemption

provision broadly, and then turn around and interpret the safety exception narrowly. Respondents cannot have it both ways. This Court's precedents instruct that both provisions must be given a "fair … interpretation." *Encino Motorcars*, 584 U.S. at 88. And there is no fair construction of the FAAAA where the preemption clause sweeps broadly to displace state tort laws holding brokers accountable for injuries on the highways, but those same tort claims are not excepted due to a miserly construction of the safety exception.

Here too, the analysis begins with the statutory text. *Campos-Chavez*, 602 U.S. at 457. By its terms, Section 14501(c)(1) preempts any state "law, regulation, or other provision having the force and effect of law" that is "related to a price, route, or service of any motor carrier … or any motor private carrier, broker, or freight forwarder with respect to the transportation of property." 49 U.S.C. §14501(c)(1). Petitioner's claims against C.H. Robinson cannot satisfy either element without also satisfying the safety exception.

1. First, petitioner's common-law tort claims cannot be a "law, regulation, or other provision having the force and effect of law" under §14501(c)(1) without also qualifying as an exercise of state "regulatory authority" under the safety exception in §14501(c)(2)(A). While it might be possible to interpret both provisions to be limited to positive law enactments and to exclude tort claims altogether, this Court has already concluded otherwise in the context of the ADA preemption provision on which the FAAAA was modeled. In *Northwest*, this Court held that the

parallel preemption provision in the ADA—which likewise preempts any state "law, regulation, or other provision having the force and effect of law"—extends to common-law claims. 572 U.S. at 280 (quoting 49 U.S.C. §41713(b)(1)); *see id.* at 281-84.

But to the extent that plaintiff's claims are a state "law, regulation, or other provision having the force and effect of law" under §14501(c)(1), that only confirms that they are also an exercise of state "safety regulatory authority" under the safety exception in §14501(c)(2)(A). To the extent there is any daylight between what qualifies as a "law, regulation, or other provision having the force and effect of law" and what qualifies as an exercise of state "regulatory authority," the latter is clearly the broader term, and more naturally covers common-law claims. *See Cox*, 142 F.4th at 853 ("The Supreme Court has repeatedly held that a state's 'regulatory authority' encompasses 'common-law duties and standards of care.'"); *supra* pp.19-20. As such, if petitioner's common-law claims qualify as a "law, regulation, or other provision having the force and effect of law" that can be preempted under §14501(c)(1), they necessarily also qualify as an exercise of state "safety regulatory authority" under the safety exception. Any other conclusion would mean that all manner of state tort laws providing compensation to victims of unsafe hiring and driving practices would be preempted for carriers as well as brokers. It would also mean that states that have codified their tort laws will escape preemption and have safer highways than those that eschew codification. Nothing in the FAAAA supports that counterintuitive result or that intrusion on the sovereign prerogatives of the states.

2. Respondent's broad-preemption-narrow-exception challenge is even more daunting when it comes to the second element of §14501(c)(1), which limits preemption under the provision to state law that is "related to a price, route, or service of any motor carrier … or any motor private carrier, broker, or freight forwarder with respect to the transportation of property." 49 U.S.C. §14501(c)(1). That language is more restrictive than the relatively sweeping language of the safety exception. If petitioner's personal-injury tort claim for injuries from a motor vehicle collision caused by a reckless driver falls within that language, then it is also a claim "with respect to motor vehicles" under the safety exception. *Id.* §14501(c)(2)(A).

The statutory text is at best ambiguous as to whether petitioner's safety-related tort claims are "related to a price, route, or service" of any motor carrier or broker "with respect to the transportation of property." *Id.* §14501(c)(1). Petitioner's claims do not seek to regulate C.H. Robinson's prices, routes or services, let alone in any way that fell within the remit of the ICC. Instead, petitioner's claims allow C.H. Robinson to offer whatever prices, routes or services it chooses, as long as it does not hire negligent drivers and carriers to do so. The latter caveat reflects a generally applicable duty of care, and is the traditional office of the federal safety regime and state tort law, not the turf of the ICC. Likewise, petitioner's claims are not directly premised on the fact that C.H. Robinson hired Caribe Transport and Varela-Mojena for "the transportation of property," 49 U.S.C. §14501(c)(1); petitioner's claims do not turn on whether Varela-Mojena's trailer was full or empty or

involved the transport of passengers or property. There is thus a strong argument that the FAAAA preemption provision does not reach safety-related torts in the first place.

The statutory history strongly reinforces that view. When Congress enacted the FAAAA preemption provision in §14501(c)(1), it "copied the language of the air-carrier pre-emption provision of the Airline Deregulation Act." *Rowe*, 552 U.S. at 370; *see Dan's City*, 569 U.S. at 256; H.R. Conf. Rep. No. 103-677, at 83 (explaining that motor carriers would have "identical intrastate preemption of prices, routes and services" as airlines under the ADA). As a result, this Court has explained, the task of interpreting §14501(c)(1) is "informed by decisions interpreting the parallel language in the ADA's preemption clause." *Dan's City*, 569 U.S. at 260; *see Rowe*, 552 U.S. at 370.

It is thus telling that every federal court of appeals to address the question has agreed that the ADA preemption provision—which likewise preempts state laws "related to a price, route, or service" of an air carrier—does *not* preempt state safety-related tort claims for personal injuries caused by negligent airline operations, and so those claims remain available even though the ADA does not include any express safety exception to its preemption provision. *See, e.g.*, *Day*, 45 F.4th at 1182, 1184-91 ("We agree with our sister circuits that personal-injury claims arising out of an airline employee's failure to exercise due care are not 'related to' a deregulated price, route, or service."); *Watson v. Air Methods Corp.*, 870 F.3d 812, 819 (8th Cir. 2017) (en banc) (finding it "unlikely" that "personal-injury claims against air carriers based

on unsafe operations or maintenance are expressly pre-empted by the ADA"); *Bower v. Egyptair Airlines Co.*, 731 F.3d 85, 95 (1st Cir. 2013) (recognizing that "personal injury claims are generally not preempted by the ADA"); *Branche v. Airtran Airways, Inc.*, 342 F.3d 1248, 1258 (11th Cir. 2003) (ADA does not preempt "state law personal injury claims"); *Taj Mahal Travel, Inc. v. Delta Airlines, Inc.*, 164 F.3d 186, 194 (3d Cir. 1998) ("It is highly unlikely that Congress intended to deprive passengers of their common law rights to recover for death or personal injuries sustained in air crashes."); *Charas v. Trans World Airlines, Inc.*, 160 F.3d 1259, 1261, 1265-66 (9th Cir. 1998) (en banc) (ADA did not "immunize the airlines from liability for personal injuries caused by their tortious conduct"); *Hodges v. Delta Airlines, Inc.*, 44 F.3d 334, 335, 338 (5th Cir. 1995) (en banc) ("[N]either the ADA nor its legislative history indicates that Congress intended to displace the application of state tort law to personal physical injury inflicted by aircraft operations, or that Congress even considered such preemption.").

This Court's precedent points in the same direction. Although the Court "has not yet directly addressed the [ADA] preemption clause as applied to state tort claims," it "has strongly indicated that they would not be barred." *Taj Mahal*, 164 F.3d at 192. In *Wolens*, for instance, this Court noted with apparent approval that American Airlines did "not urge that the ADA preempts personal injury claims relating to airline operations," and also cited with apparent approval the federal government's position as amicus curiae that it is "unlikely that [the ADA] preempts safety-related personal-injury claims relating to

airline operations." *Am. Airlines, Inc. v. Wolens*, 513 U.S. 219, 231 n.7 (1995); *see also* U.S.Br.7-8 n.1, *C.H. Robinson*, 2022 WL 1670803 (ADA "likely does not preempt safety-related tort claims for personal injuries related to airline operations").

That makes sense. While the Congress that enacted the ADA may have been less explicit than the Congress that enacted the FAAAA, it was no more interested in deregulation when it came to safety, as distinct from economic regulation. *See, e.g.*, *Day*, 45 F.4th at 1187; *Branche*, 342 F.3d at 1258-60; *Charas*, 160 F.3d at 1265-66. In both cases, Congress discontinued federal economic regulation—and, indeed, mothballed the respective federal economic regulators—but left federal safety regulations and regulators intact. Congress similarly had no interest in displacing longstanding tort laws providing compensation for those injured by negligence. The only material difference is that Congress enshrined the latter preference in the text of the FAAAA's safety exception, while leaving it implicit in the ADA.

Neither the Seventh Circuit's decision in *Ye* nor respondents provide any persuasive response. Despite recognizing that §14501(c)(1) is "identical to" the ADA's preemption provision, and that "interpretations of the [ADA] directly apply to the [FAAAA]," *Ye* does not even mention the extensive and consistent line of precedent holding that the ADA does not preempt state safety-related claims for personal injury, let alone explain why identical language in the FAAAA should be interpreted differently. 74 F.4th at 458. Nor do respondents come to grips with the difficulties of interpreting the FAAAA's preemption

provision broadly and its safety exception narrowly, when if anything, the "with respect to" clause in the former is more restrictive. After all, this Court recognized that the phrase "with respect to the transportation of property" in §14501(c)(1) "massively limits" the scope of FAAAA preemption. *Dan's City*, 569 U.S. at 261. Conversely, the phrase "with respect to motor vehicles" in the safety exception is less restrictive and broadly preserves the full scope of motor-vehicle related safety regulation, including torts. That difference in language follows the difference in what Congress was addressing. Congress knew exactly what kinds of economic regulations it was discontinuing and did not want state to replicate. The preemption clause thus targets those subjects of prior federal economic regulation narrowly. Federal law never had a comparable regulatory regime for compensating victims of negligent practices causing unsafe conditions on the highways. But Congress had zero interest in safety deregulation and so preserved state safety laws "with respect to motor vehicles" broadly. Thus, respondents' broad-preemption-narrow-exception reading of the statute gets matters exactly backwards.

* * *

Congress enacted the FAAAA to preempt state economic regulation of the trucking industry, not state safety regulation—which is why it explicitly preserved state "safety regulatory authority … with respect to motor vehicles" from FAAAA preemption. 49 U.S.C. §14501(c)(2)(A). That explicit safety exception preserves petitioner's long-recognized and obviously safety-related state tort claims against C.H. Robinson

for negligently hiring a motor carrier and driver that it knew or should have known were not safe to provide motor vehicle transportation, and thereby causing a motor vehicle crash. If that safety exception does not cover petitioner's claims, that would only prove that petitioner's state safety-related tort clams for personal injuries are not covered by the FAAAA preemption provision in §14501(c)(1) in the first place. In either case, the Seventh Circuit's judgment must be reversed.

CONCLUSION

For the foregoing reasons, this Court should reverse.

Respectfully submitted,

MICHAEL J. LEIZERMAN
RENA M. LEIZERMAN
THE LAW FIRM FOR TRUCK SAFETY LLP
3232 Executive Pkwy.
Suite 106
Toledo, OH 43606

ALAN G. PIRTLE
BROWN & CROUPPEN
103 W Vandalia Street
Suite 150
Edwardsville, IL 62025

PAUL D. CLEMENT
Counsel of Record
C. HARKER RHODES IV
CAMILO GARCIA*
CLEMENT & MURPHY, PLLC
706 Duke Street
Alexandria, VA 22314
(202) 742-8900
paul.clement@clementmurphy.com

*Supervised by principals of the firm who are members of the Virginia bar

Counsel for Petitioner

December 1, 2025

STATUTORY APPENDIX

TABLE OF CONTENTS

49 U.S.C. §14501

Federal Authority Over Intrastate Transportation

(a) Motor carriers of passengers.--

(1) Limitation on State law.--No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to--

(A) scheduling of interstate or intrastate transportation (including discontinuance or reduction in the level of service) provided by a motor carrier of passengers subject to jurisdiction under subchapter I of chapter 135 of this title on an interstate route;

(B) the implementation of any change in the rates for such transportation or for any charter transportation except to the extent that notice, not in excess of 30 days, of changes in schedules may be required; or

(C) the authority to provide intrastate or interstate charter bus transportation.

This paragraph shall not apply to intrastate commuter bus operations, or to intrastate bus transportation of any nature in the State of Hawaii.

(2) Matters not covered.--Paragraph (1) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the

motor vehicle, or the authority of a State to regulate carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization.

(b) Freight forwarders and brokers.--

(1) General rule.--Subject to paragraph (2) of this subsection, no State or political subdivision thereof and no intrastate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker.

(2) Continuation of Hawaii's authority.--Nothing in this subsection and the amendments made by the Surface Freight Forwarder Deregulation Act of 1986 shall be construed to affect the authority of the State of Hawaii to continue to regulate a motor carrier operating within the State of Hawaii.

(c) Motor carriers of property.--

(1) General rule.--Except as provided in paragraphs (2) and (3), a State, political subdivision of a State, or political authority of 2 or more States may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier (other than a carrier affiliated with a direct air carrier covered by section 41713(b)(4)) or any motor private carrier, broker,

or freight forwarder with respect to the transportation of property.

(2) Matters not covered.--Paragraph (1)--

(A) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo, or the authority of a State to regulate motor carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization;

(B) does not apply to the intrastate transportation of household goods; and

(C) does not apply to the authority of a State or a political subdivision of a State to enact or enforce a law, regulation, or other provision relating to the regulation of tow truck operations performed without the prior consent or authorization of the owner or operator of the motor vehicle.

(3) State standard transportation practices.--

(A) Continuation.--Paragraph (1) shall not affect any authority of a State, political subdivision of a State, or political authority of 2 or more States to enact or enforce a law, regulation, or other provision, with respect to the intrastate transportation of property by motor carriers, related to--

(i) uniform cargo liability rules,

(ii) uniform bills of lading or receipts for property being transported,

(iii) uniform cargo credit rules,

(iv) antitrust immunity for joint line rates or routes, classifications, mileage guides, and pooling, or

(v) antitrust immunity for agent-van line operations (as set forth in section 13907),

if such law, regulation, or provision meets the requirements of subparagraph (B).

(B) Requirements.--A law, regulation, or provision of a State, political subdivision, or political authority meets the requirements of this subparagraph if--

(i) the law, regulation, or provision covers the same subject matter as, and compliance with such law, regulation, or provision is no more burdensome than compliance with, a provision of this part or a regulation issued by the Secretary or the Board under this part; and

(ii) the law, regulation, or provision only applies to a carrier upon request of such carrier.

(C) Election.--Notwithstanding any other provision of law, a carrier affiliated with a direct air carrier through common controlling ownership may elect to be subject to a law, regulation, or provision of a State, political

subdivision, or political authority under this paragraph.

(4) Nonapplicability to Hawaii.--This subsection shall not apply with respect to the State of Hawaii.

(5) Limitation on statutory construction.--Nothing in this section shall be construed to prevent a State from requiring that, in the case of a motor vehicle to be towed from private property without the consent of the owner or operator of the vehicle, the person towing the vehicle have prior written authorization from the property owner or lessee (or an employee or agent thereof) or that such owner or lessee (or an employee or agent thereof) be present at the time the vehicle is towed from the property, or both.

(d) Pre-arranged ground transportation.--

(1) In general.--No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard or other provision having the force and effect of law requiring a license or fee on account of the fact that a motor vehicle is providing pre-arranged ground transportation service if the motor carrier providing such service--

(A) meets all applicable registration requirements under chapter 139 for the interstate transportation of passengers;

(B) meets all applicable vehicle and intrastate passenger licensing requirements of the State or States in which the motor

carrier is domiciled or registered to do business; and

(C) is providing such service pursuant to a contract for--

(i) transportation by the motor carrier from one State, including intermediate stops, to a destination in another State; or

(ii) transportation by the motor carrier from one State, including intermediate stops in another State, to a destination in the original State.

(2) Intermediate stop defined.--In this section, the term "intermediate stop", with respect to transportation by a motor carrier, means a pause in the transportation in order for one or more passengers to engage in personal or business activity, but only if the driver providing the transportation to such passenger or passengers does not, before resuming the transportation of such passenger (or at least 1 of such passengers), provide transportation to any other person not included among the passengers being transported when the pause began.

(3) Matters not covered.--Nothing in this subsection shall be construed--

(A) as subjecting taxicab service to regulation under chapter 135 or section 31138;

(B) as prohibiting or restricting an airport, train, or bus terminal operator from contracting to provide preferential access or

facilities to one or more providers of pre-arranged ground transportation service; and

(C) as restricting the right of any State or political subdivision of a State to require, in a nondiscriminatory manner, that any individual operating a vehicle providing prearranged ground transportation service originating in the State or political subdivision have submitted to pre-licensing drug testing or a criminal background investigation of the records of the State in which the operator is domiciled, by the State or political subdivision by which the operator is licensed to provide such service, or by the motor carrier providing such service, as a condition of providing such service.