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 WORLDWIDE, INC.,
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 OF THE INSTITUTE FOR SAFER TRUCKING AS AMICUS CURIAE IN SUPPORT OF PETITIONER

Brian Wolfman
Counsel of Record
GEORGETOWN LAW
APPELLATE COURTS
IMMERSION CLINIC
600 New Jersey Ave., NW
Washington, D.C. 20001
(202) 661-6582
wolfmanb@georgetown.edu
Counsel for Amicus Curiae

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INTEREST OF AMICUS[1]

The Institute for Safer Trucking is a non-profit organization in Washington, D.C., that supports survivors of truck crashes and families of victims. The Institute aims to reduce truck crashes, injuries, and fatalities by educating the public, the trucking industry, and lawmakers about data-driven solutions such as minimum-insurance increases for interstate motor carriers and the adoption of safety technologies.

The Institute has a profound interest in ensuring that the Federal Aviation Administration Authorization Act (FAAAA) is interpreted properly. The text of the FAAAA's preemption provision, 49 U.S.C. § 14501(c), preserves state-law personal-injury claims against freight brokers arising from truck crashes based on the brokers' negligent hiring of unsafe motor carriers. Respondents' contrary interpretation—that the FAAAA does not save those claims because "broker services have no direct connection to motor vehicles"—is wrong. C.H. Robinson Cert. Resp. Br. 9. As this brief explains, that view—embraced by the Seventh Circuit below—is inconsistent with the federal regulatory structure and this Court's preemption precedent. It also poses grave safety concerns. This Court should reverse.

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[1] No counsel for a party authored this brief in any part, and no one other than amicus curiae or its counsel made a monetary contribution to the preparation or submission of the brief.

SUMMARY OF ARGUMENT

Every year, roughly 500,000 large-truck crashes occur, killing 5,500 people and injuring 150,000 more. Crashes between 80,000-pound commercial trucks and ordinary passenger vehicles are catastrophic, causing severe injuries, death, and millions of dollars in costs per accident. Most of the harms resulting from these life-changing tragedies are borne by the occupants of passenger vehicles.

In the commercial-trucking industry, freight brokers like respondent C.H. Robinson serve as intermediaries.[2] Brokers handle logistics for shippers (who want their goods distributed around the country) by hiring motor carriers (who operate commercial trucks) to transport the shippers' goods. Thus, as amici in another case involving C.H. Robinson told this Court four years ago, brokers are "central to the efficient operation of supply chains." Br. for Leading Indus. Freight Brokers as Amici Curiae Supporting Cert. at 2, *C.H. Robinson Worldwide, Inc. v. Miller*, No. 20-1425 (U.S. May 19, 2021).

Though federal law regulates motor carriers (that is, commercial truck drivers), neither the regulations themselves nor their enforcement is adequate to ensure road safety, particularly for the occupants of

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[2] Respondents are (1) the truck driver (Varela-Mojena); (2) two entities associated with the motor carrier who employed the driver and contracted with the freight broker (Caribe Transport LLC and Caribe Transport II, LLC); and (3) various entities associated with the freight broker C.H. Robinson Worldwide, Inc., whose liability is at issue here. For convenience, this brief refers to the broker-affiliated entities collectively as "C.H. Robinson."

small passenger vehicles that share the road with 80,000-pound commercial trucks. To make matters worse, motor carriers are required to carry only $750,000 in liability insurance, which is grossly insufficient to compensate victims and their families for the incapacitating injuries and deaths caused by commercial-truck crashes.

As for brokers, whose liability is at issue here, federal law does not impose safety obligations at all. They are not required to check the safety records of the motor carriers they are hiring, nor even to assess whether the carriers have adequate mechanisms for truck safety and driver training.

Because of this lack of federal safety oversight, brokers can hire indiscriminately as a matter of federal law. They can hire any carrier unless federal regulators have expressly revoked that carrier's authority to operate because of safety concerns. Even then, brokers—including respondent C.H. Robinson here—can hire carriers whose authority has been revoked but have reregistered illegally under different names to remain on the road. Given this federal regulatory vacuum, brokers will not hold themselves responsible for hiring carriers with adequate safety practices unless state law, including the traditional common-law duties on which petitioner Montgomery relies, incentivizes them to do so.

The complete lack of federal safety oversight also underscores why brokers are not immune from state tort liability. Petitioner Montgomery's merits brief (at 18-23) explains why the text of the safety exception to FAAAA preemption—which preserves the "safety regulatory authority of a State with respect to motor

vehicles," 49 U.S.C. § 14501(c)(2)—preserves state tort suits like his.

And that makes sense. In 1980, Congress deregulated the *economics* of the trucking industry. Pet'r Br. 6-8. Deregulation allowed carriers to charge what the market would bear on routes of their choosing, so Congress preempted states from regulating the "price, route, or service of any motor carrier," 49 U.S.C. § 14501(c)(1), lest the states undo Congress's deregulation.

But it makes no sense for the scope of preemption to exceed the scope of deregulation. That would, contrary to congressional intent, extend preemption into the realm of truck safety, which was not deregulated in the first place. And that is especially true with respect to state-law governance of freight brokers, whose safety is not regulated at all at the federal level. Congress did not preempt state-law safety-based suits against brokers because brokers were never a target of federal concern to begin with.

ARGUMENT

"Freight transportation is vital to the economy, and freight brokers are essential intermediaries in that sector." C.H. Robinson Cert. Resp. Br. 12. Brokers act as employment agencies and dispatchers for the hundreds of thousands of small carriers making up the vast majority of the nation's freight-trucking fleet. Brokers' role in hiring responsible motor carriers can be as critical to public safety as the carriers' own responsibility to follow federal safety regulations. Preemption of state tort liability would disincentivize brokers from exercising reasonable care in hiring

carriers, and victims of truck crashes would go uncompensated.

Part I below shows how carriers and brokers operate, how federal law does (and does not) regulate them, and how they work together to move goods around the country. This part explains that brokers are often the only parties with the financial resources to provide adequate remedies when their negligent hiring practices lead to crashes. Part II provides examples of crashes in which brokers' negligence left motorists dead or catastrophically injured. Finally, Part III explains why, from a federal-preemption perspective, it makes no sense to immunize brokers from state common-law liability.

I. An overview of the freight-trucking industry

Commercial trucks shipped more than $900 billion in domestic freight in 2024. Am. Trucking Ass'ns, *Economics and Industry Data*.[3] The industry involves both motor carriers themselves, who transport the freight, and intermediaries known as freight brokers, who hire motor carriers and arrange shipping logistics.

The question here is whether federal law immunizes brokers from responsibility for the grievous consequences of truck crashes caused, at least in part, by brokers' negligence in hiring unsafe carriers. That question is important. In 2022, for instance, more than 165,000 people were injured or killed in 503,000 police-reported large-truck crashes.

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[3] https://www.trucking.org/economics-and-industry-data (last visited Dec. 1, 2025).

See U.S. Dep't of Transp., *Large Truck and Bus Crash Facts 2022* at 7, 13, 45 (2025) (DOT Report).[4] And the problem is getting worse: From 2016 to 2022, fatal crashes involving large trucks and buses increased more than twenty-five percent. FMCSA, *Crash Causal Factors Program (CCFP)*.[5]

A. Commercial-truck motor carriers

Size and structure of the industry. Motor carriers range from companies with large truck fleets to self-employed contractors known as "owner-operators" who own and drive the trucks themselves. FMCSA, *The Motor Carrier Safety Planner 6.1*: *Hiring Qualified Drivers*.[6]

Most motor carriers are small players. More than ninety percent of carriers operate a fleet of fewer than six trucks, and more than half operate just one truck. *See* Am. Trucking Ass'ns, *Ways Congress Can Strengthen the Trucking Workforce*;[7] FMCSA, *2024 Pocket Guide to Large Truck and Bus Statistics* 13 (2025) (*Pocket Guide*).[8]

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[4] https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2025-10/LTBCF%202022-%20508.pdf (last visited Dec. 1, 2025).

[5] https://www.fmcsa.dot.gov/CCFP#Source (last visited Dec. 1, 2025).

[6] https://csa.fmcsa.dot.gov/safetyplanner/MyFiles/Sections.aspx?ch=23&sec=66 (last visited Dec. 1, 2025).

[7] https://www.trucking.org/news-insights/ways-congress-can-strengthen-trucking-workforce (last visited Dec. 1, 2025).

[8] https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2025-09/FMCSA%20Pocket%20Guide%202024-v6%20508%20.pdf (last visited Dec. 1, 2025).

Inadequate federal oversight. The Federal Motor Carrier Safety Administration (FMCSA) regulates motor carriers. *See* 49 U.S.C. § 113. Under FMCSA regulations, carriers must maintain management controls sufficient to meet safety requirements, *see* 49 C.F.R. § 385.3, and to reduce the risk of dangerous safety violations, *see id.* § 385.5.

1. Among regulations meant to enhance safety, carriers must follow hours-of-service rules dictating the maximum hours that drivers may lawfully drive. 49 C.F.R. § 395. Commercial-truck drivers may drive up to sixty hours over seven consecutive days. *Id.* § 395.3(b)(1). They may lawfully work fourteen-hour shifts, eleven hours of which may be spent driving. *Id.* § 395.3(a)(2), (a)(3)(i). These lax rules fail to prevent fatigue-related crashes: A FMCSA study revealed that thirteen percent of all large-truck crashes were caused by driver fatigue. FMCSA, *Report to Congress on the Large Truck Crash Causation Study* 15 (2006).[9]

2. Barriers to entering the industry are low. Carriers must register with FMCSA by completing an online form and paying a $300 fee. FMCSA, *Get Operating Authority (Docket Number)*.[10] As discussed further below (at 12-14), applicants may register (and thereafter operate) with only $750,000 in liability insurance. 49 C.F.R. § 387.303T(b)(2)(i). Once registered, the carrier receives an identifying number from the Department of Transportation (DOT). *Id.*

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[9] https://www.fmcsa.dot.gov/safety/research-and-analysis/report-congress-large-truck-crash-causation-study (last visited Dec. 1, 2025).

[10] https://www.fmcsa.dot.gov/registration/get-mc-number-authority-operate (last visited Dec. 1, 2025).

§ 390.201(c)(2). That number may be used to track the carrier's safety record in an online database. *See* FMCSA, *Do I Need a USDOT Number?*[11] With a carrier's USDOT number, anyone can view information about crashes, roadside inspections, and the carrier's safety rating (discussed immediately below). *See* FMCSA, *Safety and Fitness Electronic Records (SAFER) System*.[12]

3. Once a new carrier satisfies these minor administrative requirements, FMCSA grants the carrier operating authority, and it enters the "new entrant" program. *See* 49 C.F.R. § 385.307. That is, FMCSA presumes the carrier is complying with safety regulations, and the carrier is free to haul commercial freight before any safety vetting. *See id.* This presumption can have grave consequences. New, unvetted carriers can cause fatal crashes immediately after FMCSA grants them operating authority. *See infra* at 20-21 (discussing *Gilley v. C.H. Robinson Worldwide, Inc.*, No. 1:18-cv-00536 (S.D.W. Va.)).

a. Completing the new-entrant program does not yield a FMCSA safety rating. To obtain a safety rating, a carrier must receive a compliance review from FMCSA, 49 C.F.R. § 385.9, in which the agency determines whether the carrier meets its safety-fitness standard, *see id.* § 385.5. FMCSA then assigns

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[11] https://www.fmcsa.dot.gov/registration/do-i-need-usdot-number (last visited Dec. 1, 2025).

[12] https://safer.fmcsa.dot.gov/CompanySnapshot.aspx (last visited Dec. 1, 2025). For example, when USDOT #2339267 is entered into the search box, the public sees that the motor carrier has two trucks, drove 450,000 miles in 2024, was not inspected in the last two years, and has been rated "conditional" since 2015.

the carrier a safety rating of "satisfactory," "conditional," or "unsatisfactory." *Id.* § 385 App. B(d).

The reality of the compliance-review scheme is bleak. FMCSA is apparently unable to conduct compliance reviews of carriers within a reasonable time. More than ninety-four percent of all active interstate freight carriers remain "unrated" as of 2023. *Pocket Guide* 27 (chart 3-4, second column).

The repercussions of this presumption-of-safety method of regulation are staggering. FMCSA presumes that motor carriers are safe and in compliance while operating 80,000-pound commercial trucks and driving long distances for long hours, sometimes in inclement weather and unexpected road conditions. Any deficiencies in safety management controls of the more than 670,000 unrated interstate freight carriers can fly under FMCSA's radar, in many cases for years. *Pocket Guide* 27 (chart 3-4, second column).

b. In addition to these unrated carriers, nearly 11,000 active carriers have "conditional" ratings. *Pocket Guide* 27. Conditional carriers have been assessed by FMCSA and found not to have "adequate safety management controls in place to ensure compliance with the safety fitness standard." 49 C.F.R § 385.3. Despite their lack of compliance, they may continue hauling freight in large commercial trucks because their inadequate safety controls have not yet led to safety violations. These violations include serious, potentially deadly failures like use of fatigued or unqualified drivers, unsafe driving, motor-vehicle accidents, inadequate vehicle maintenance, and commercial-driver's-license violations. *See id.* § 385.5.

c. Only carriers with an "unsatisfactory" rating—carriers "'unfit' to continue operating in interstate commerce," FMCSA, *The Motor Carrier Safety Planner 3.6.4: "Conditional" and "Unsatisfactory" Safety Ratings*[13]—may no longer lawfully operate commercial motor vehicles, *see* 49 C.F.R. § 385.13(a). An unsatisfactory rating indicates that a carrier has inadequate "safety management controls in place to ensure compliance with the safety fitness standard which *has* resulted in" safety fitness standard violations. *Id.* § 385.3 (emphasis added); *see id.* § 385.5 (listing safety fitness standard violations). Even then, despite the serious danger these carriers pose, they may continue to operate during a sixty-day period for making needed safety improvements, *id.* § 385.11(d), before the rating becomes final, *id.* § 385.13(c), and FMCSA revokes the carrier's operating authority, *id.* § 385.13(e).

The chameleon-carrier threat. As just discussed, motor carriers with permanent unsatisfactory ratings may not operate in interstate commerce. And carriers are prohibited from using "common ownership, common management, common control, or common familial relationship" to skirt a determination that they must cease interstate operations. 49 C.F.R. § 385.1005. But a growing number of suspended motor carriers register illegally under new identities to continue operations and "avoid compliance, or mask or otherwise conceal non-compliance" with regulatory

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[13] https://csa.fmcsa.dot.gov/safetyplanner/MyFiles/SubSections.aspx?ch=20&sec=58&sub=103 (last visited Dec. 1, 2025).

requirements. *See id.*; *see also id.* § 386.73(c); 49 U.S.C. § 13902(a)(1)(C). These carriers—known as chameleon, or reincarnated, carriers—pose a serious threat to road safety. *See generally* U.S. Gov't Accountability Office, GAO-12-364, *Motor Carrier Safety: New Applicant Reviews Should Expand to Identify Freight Carriers Evading Detection* (2012) (GAO Report).[14]

A 2012 GAO report found that the number of chameleon carriers rose from 759 to 1,136 between 2005 and 2010. GAO Report 15. The safety implications are striking. During the period studied by GAO, 3,778 people were injured or killed in crashes involving chameleon carriers. *See id.* at 17. Eighteen percent of chameleon carriers were involved in a crash resulting in an injury or fatality, compared with six percent of carriers who are truly new. *Id.* In other words, reincarnated carriers—carriers that FMCSA previously deemed unfit for continued operation—were three times more likely to pose serious safety concerns.

Why does this carnage persist? As discussed earlier, FMCSA lacks the resources to vet all interstate motor carriers that apply for new operating authority. GAO Report 20. Most of the carriers that FMCSA screens for reincarnation are passenger and household-goods carriers, which comprise only two percent of all carriers. *Id.* This regulatory gap leaves most commercial-freight carriers to do as they please,

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[14] https://www.gao.gov/assets/gao-12-364.pdf (last visited Dec. 1, 2025).

subjecting the public to the serious safety hazards posed by chameleons. *Id.*

Inadequate liability insurance creates a serious safety risk and leaves victims grossly undercompensated. In 1980, Congress set the minimum liability-insurance level for motor carriers at $750,000, 49 U.S.C. § 31139(b)(2), and has never raised it. Am. Ass'n for Just., *Raise Trucking Insurance Minimums to Raise Safety* (2021).[15] The $750,000 amount was "never set at a sufficiently high level to require insurance companies to seriously underwrite motor carriers and require safe operations before agreeing to insure them." FMCSA, *Minimum Insurance Is a Safety Issue* 3 (2015) (*Minimum Insurance*).[16] And with inflation, FMCSA itself has noted that the insurance requirement "has become a very sad joke." *Id.*; *see* U.S. Bureau of Lab. Stat., *CPI Inflation Calculator* (*CPI Inflation Calculator*) ($750,000 in 1980 is about $3.1 million dollars today).[17]

The implications of this underinsurance are grave. Fatal truck crashes twenty years ago, in 2005, cost $3.6 million on average. Eduard Zaloshnja & Ted Miller, *Unit Costs of Medium and Heavy Truck*

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[15] https://www.justice.org/resources/research/federal-truck-insurance-2021 (last visited Dec. 1, 2025).

[16] https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/MINIMUM%20INSURANCE%20IS%20A%20SAFETY%20ISSUE%20%28291151%29.pdf (last visited Dec. 1, 2025).

[17] https://www.bls.gov/data/inflation_calculator.htm (last visited Dec. 1, 2025).

Crashes, FMCSA, at v (2007).[18] That equates to roughly $6.1 million today. *See CPI Inflation Calculator.* The costs of truck crashes often are high because commercial trucks are much larger than the passenger vehicles with which they collide. Semi-trucks can be up to fifty-three feet long and 80,000 pounds. *See Minimum Insurance* 2. By contrast, a Honda Accord, a typical passenger sedan, is sixteen feet long and weighs 3,200 pounds.[19] Even the heaviest model of the country's most popular pickup truck—the Ford F-150—is comparatively quite light at 5,540 pounds.[20] Thus, most victims of fatal crashes involving large trucks are people in much smaller passenger vehicles. *See* DOT Report 22.

Because motor carriers are commonly small companies or individual owner-operators with few resources, *see supra* at 6, they often carry only the minimum of $750,000 in insurance. And motor carriers faced with lawsuits alleging that their negligence caused injury and death may declare bankruptcy and reincarnate themselves under a different identity. *See, e.g.*, *infra* at 17-19, 23-25

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[18] https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/UnitCostsTruck%20Crashes2007.pdf. This cost estimate is significantly understated because it excludes a number of items, including mental-health-care costs for crash victims, cargo delays, and earnings lost by family and friends caring for the injured. *Id.*

[19] https://www.headquarterhonda.com/research/new-honda-accord-weight-dimensions/ (last visited Dec. 1, 2025).

[20] https://media.ford.com/content/dam/fordmedia/North%20America/US/product/2021/f150/pdfs/2021-F-150-Technical-Specs.pdf (last visited Dec. 1, 2025).

(discussing case examples); *supra* at 10-12 (discussing chameleon-carrier problem). The factors just discussed combine to make fair recovery against carriers difficult or impossible in many cases.

B. Freight brokers

Freight brokers are the other part of the commercial-trucking story. Though shippers—the companies whose goods must be moved—can hire motor carriers directly, they increasingly use freight brokers to do so. *See* C.H. Robinson Worldwide, Inc., *2024 Investor Day* 12 (2024) (CHR Presentation).[21]

Brokers "arrang[e] for[] transportation by motor carrier[s] for compensation." 49 U.S.C. § 13102(2). For shippers, particularly small shippers with fewer resources, brokers take a major logistical burden off their hands; for carriers, brokers deliver convenient access to a wider array of shippers than carriers could reach on their own. *See* Br. for Nat'l Ass'n of Mfrs. et al., as Amici Curiae Supporting Pet'r at 8, *C.H. Robinson Worldwide, Inc., v. Miller*, No. 20-1425 (U.S. May 19, 2021). By necessity, brokers and carriers work closely together: Brokers "have extensive information about prices, routes, and locations of truck resources and loads," *id.* at 10, and they "typically stay[] in communication with the carrier regarding shipment logistics from pick-up to delivery," *id.* at 9.

Brokers earn profits through what is known as the "spread": the difference between the fees they charge

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[21] https://s21.q4cdn.com/950981335/files/doc_presentations/2024/Dec/12/Full_Presentation/CHRW-ID_Presentation-FINAL.pdf (last visited Dec. 1, 2025).

shippers for arranging transportation and the prices they pay motor carriers to haul the goods. The cheaper a motor carrier's rate, the more profit the broker earns. Brokers are therefore incentivized to find the least expensive carriers, and carriers are incentivized to cut corners so they can offer the lowest prices. *See* Pet. 13, *Gauthier v. Total Quality Logistics, LLC*, No. 24-592 (U.S. Nov. 26, 2024). This reality can lead brokers to hire carriers that ignore hours-of-service regulations, skimp on driver training, forgo vehicle maintenance, or take other cost-saving shortcuts that make their operations dangerous. *See infra* at 17-26 (discussing case examples).

In 1975, just seventy freight brokers operated in the United States. Jeffrey S. Kinsler, *Motor Freight Brokers: A Tale of Federal Regulatory Pandemonium*, 14 Nw. J. Int'l L. & Bus. 289, 298 (1994). And as recently as 2000, ninety-four percent of nationwide motor hauling did not involve a broker. CHR Presentation 12. Since then, however, the broker industry has exploded. In 2023, more than 28,000 freight brokers operated nationally. *Pocket Guide* 10. In this century alone, the percentage of the freight market handled by brokers has more than quadrupled to nearly thirty percent of all motor freight. CHR Presentation 12.

Today, the leading brokers are big businesses. Respondent C.H. Robinson is the nation's largest broker and took in more than $11.7 billion in gross revenue in the latest twelve-month period. Transport Topics, *Top 100 Logistics*.[22] J.B. Hunt Transport

[22] https://www.ttnews.com/logistics/freightbrokerage/2025 (last visited Dec. 1, 2025).

Service, the second-largest broker, took in $7.1 billion. *Id.*

Brokers are subject to minimal federal regulation. New brokers must register with DOT and receive a USDOT number, *see* 49 U.S.C. §§ 13901, 13904(a), and meet a handful of routine administrative requirements, *see* 49 C.F.R. § 371, including basic recordkeeping obligations, *id.* § 371.3. But as the brokers themselves have emphasized to this Court: "FMCSA has never imposed *any* requirements upon freight brokers to oversee motor carrier safety." Br. for Leading Indus. Freight Brokers as Amici Curiae Supporting Cert. at 21, *C.H. Robinson Worldwide, Inc. v. Miller*, No. 20-1425 (U.S. May 19, 2021); *see also* C.H. Robinson Cert. Resp. Br. 23 ("[T]he federal statutory safety regime requires (and has always required) motor carriers to assume financial responsibility for motor vehicle safety risks … . It does not require (and has never required) brokers to do the same.")

Brokers thus have no federal obligation to ensure that the carriers they hire have obeyed federal regulations or gone through required training and testing. If a carrier is unrated, *see supra* at 8-9, federal law does not require brokers to conduct their own inquiry into the carrier's hiring practices or check whether it is a chameleon carrier. If a carrier is conditionally rated—that is, when FMCSA has affirmatively determined the carrier lacks the controls to prevent safety violations, *see supra* at 9—brokers have no federal obligation to check records to determine if the carrier has fixed its problems. As far as federal law is concerned, brokers may operate as they wish and hire any carrier not rated

unsatisfactory, regardless of the carrier's safety record or the danger it poses to the public.

As we now show, this lack of federal oversight can lead to calamitous results.

II. Hiring unsafe carriers leads to horrific, often deadly results.

The dangers of broker negligence are real and significant. The following cases provide a few examples of the numerous, often deadly crashes involving negligent hiring of carriers by brokers. In each case, evidence indicates that brokers knew or should have known about the unsafe records of the carriers but hired them nonetheless.[23]

A. *Ye v. Global Sunrise Inc.*, No. 1:18-cv-01961 (N.D. Ill.). Global Sunrise was a chameleon carrier whose owners had previously founded two other trucking companies. *Ye*, N.D. Ill., ECF 55 at 3-4. Both predecessor companies had received conditional safety ratings from FMCSA, which cited the companies' trucks for numerous safety violations. *Id.* Like the carriers from which it sprang, Global Sunrise committed serial violations, *id.* at 5-6, and inspectors took many of its trucks and drivers off the road, *id.* at 6. Global Sunrise even leased its trucks from one of the other carriers run by its owners, *id.* at 4—that is, Global Sunrise's fleet was the same fleet FMCSA had already cited for safety violations, *see* Pet. 6, *Ye v.*

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[23] When citing district-court documents in this part of the brief, we name the case, the district court, and the relevant ECF docket entry and ECF page number: *e.g.*, *Ye*, N.D. Ill., ECF 55 at 5.

GlobalTranz Enters., Inc., No. 23-475 (U.S. Nov. 2, 2023).

Global Sunrise's record of safety violations was available on FMCSA's website, *Ye*, N.D. Ill., ECF 55 at 5, as was ownership information that demonstrated Global Sunrise's chameleon status, *see* FMCSA, *Safety Measurement System*;[24] *supra* at 7-8 & n.12 (discussing the public availability of carrier-specific FMCSA safety information). Though the freight broker—GlobalTranz—knew or should have known about Global Sunrise's safety history and chameleon-carrier status, *Ye*, N.D. Ill., ECF 55 at 7, it hired the carrier to haul goods from Illinois to Texas, *id.* at 4. Global Sunrise's driver, fatigued from driving illegally long hours, *id.* at 9, made a right turn across two lanes of traffic without checking his mirrors, striking a motorcycle driven by Shawn Lin, *id.* at 6, 8-9.

Lin suffered multiple broken bones, "traumatic cardiac arrest, respiratory failure, and anoxic brain injury." *Ye*, N.D. Ill., ECF 119 at 2. He never regained consciousness and died two weeks later. *Id.* The district court awarded Lin's widow, Ying Ye, a $10 million default judgment against Global Sunrise, *id.* at 1, but by that time the carrier had dissolved, Off. of Ill. Sec'y of State, *Business Entity Search*.[25] And because the Seventh Circuit ruled that Ye's claims against GlobalTranz were preempted by the FAAAA, *see Ye v.*

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[24] https://ai.fmcsa.dot.gov/SMS (last visited Dec. 1, 2025). Each carrier's data includes a business address at the top of the page and a link to further registration details, including phone numbers and email addresses.

[25] https://apps.ilsos.gov/businessentitysearch/ (last visited Dec. 1, 2025).

GlobalTranz Enters., Inc., 74 F.4th 453, 464 (7th Cir. 2023), *cert. denied*, 144 S. Ct. 564 (2024), Ye could not recover at all for the harms caused by GlobalTranz's negligence.

B. *Mann v. C.H. Robinson Worldwide, Inc.*, No. 7:16-cv-00102 (W.D. Va.). Nova Express was unfit to be a motor carrier in every way—and obviously so. For three years, it accumulated violation after violation: false log reports, reckless driving, driving with a suspended license, and many other safety violations, ranging from inoperative brakes to worn-out tires. *See Mann,* W.D. Va., ECF 1 at 5; *Johnson v. C.H. Robinson Worldwide, Inc.*, No. 7:16-cv-00140 (W.D. Va.), ECF 31-8.[26]

Publicly available DOT statistics showed that Nova was consistently among the worst carriers in the country for vehicle maintenance and unsafe driving. *Johnson*, W.D. Va., ECF 31 at 5-6. Just a month before the crash at issue, FMCSA revoked Nova's operating authority. *Id.* at 4. Phil Embiata, Nova's co-owner, admitted he had been fired by multiple clients, once because he was caught with alcohol in his truck. *Mann v. C.H. Robinson Worldwide, Inc.*, 2017 WL 3191516, at *2 (W.D. Va. July 27, 2017). Shockingly, and presumably to keep costs down, respondent here—broker C.H. Robinson—still hired Nova to haul goods across the country, *id.* at *3, contrary to numerous written objections from C.H. Robinson's own employees, *Johnson*, W.D. Va., ECF 31 at 5.

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[26] After C.H. Robinson moved for summary judgment, Mann's husband joined the response filed by Jeremy Johnson, a co-plaintiff in the consolidated lawsuits arising from the crash.

Embiata was driving a C.H. Robinson-brokered load on a Virginia highway when he lost control of his truck, possibly because he had fallen asleep. *Mann*, 2017 WL 3191516, at *1. This outcome would have come as no surprise to anyone who had consulted Nova's safety record. Embiata was driving illegally long hours, and the truck was shoddily maintained. *Mann*, W.D. Va., ECF 1 at 3. Its brakes "were dangerously out of adjustment, the trailer's suspension was in dangerous disrepair, and the tires on the tractor and trailer were dangerously worn." *Id.*

The truck plowed through the guardrails, over the median, and then tipped over, blocking traffic across the highway in the three a.m. darkness. *Mann*, 2017 WL 3191516, at *1. A few minutes later, Tanya Mann died after crashing into the overturned truck. *Id.* On the other side of the highway, another truck ran over a piece of the destroyed guardrail and plunged over an overpass; the driver burned to death in the fiery wreckage, and his passenger was badly burned and injured. *Id.* C.H. Robinson's motion for summary judgment on Mann's negligent-hiring claim was denied, *id.*, and the broker later settled, *Mann*, W.D. Va., ECF 81.

C. *Gilley v. C.H. Robinson Worldwide, Inc.*, No. 1:18-cv-00536 (S.D.W. Va.). J&TS Transport Express received FMCSA authority to operate in 2016. *Gilley*, S.D.W. Va., ECF 199 at 23. By their own admission, J&TS's owners were unqualified to run a trucking business. "[I]t was just wrong," one of the co-owners testified. *Id.* at 22 n.70. "Everything we did. Everything we tried. I mean, just from day one it was a fail." *Id.* Yet, just three days into J&TS's existence—and without conducting any safety investigation into

the new company, *id.* at 2—respondent C.H. Robinson signed a broker-carrier agreement with J&TS, *id.* at 23.

A few months later, J&TS hired Bertram Copeland as its sole driver. *Gilley*, S.D.W. Va., ECF 199 at 24. The company provided Copeland with no training or safety rules, failed to investigate his driving record, and overlooked his repeated falsification of hours-of-service records. *Id.* Just three weeks into his employment, already fatigued from days of overdriving, Copeland drifted across the median of a highway in West Virginia. *Id.* at 26. His poorly maintained truck, with burned-out brakes, smashed into a car driving the opposite direction before rolling over and catching fire. *Gilley*, S.D.W. Va., ECF 85 at 5. The entire Gilley family—husband, wife, and two children—died in the crash. *Id.* J&TS declared bankruptcy while litigation over the crash was ongoing, thus evading responsibility for its negligence. *Gilley*, S.D.W. Va., ECF 121 at 1. C.H. Robinson settled. *Gilley*, S.D.W. Va., ECF 360.

D. *Dixon v. Stone Truck Line, Inc.*, No. 2:19-cv-00945 (D.N.M.). Stone Truck Line was a California-based motor carrier with a history of unsafe operations. In October 2018, Stone's fleet had been in numerous recent serious crashes, one fatal. *Dixon*, D.N.M., ECF 178 at 11. Its federally mandated insurance policies had been revoked by insurers, *id.*, and Stone had received multiple DOT warnings about its unsafe-driving and hours-of-service violations, *id.* at 8. Broker Ryan Transportation hired Stone to haul goods, *id.* at 4, despite knowing the carrier's record, *id.* at 8-9.

Ryan's negligent hiring of Stone led to a gruesome crash. The driver of the Stone truck was untrained, fatigued, and driving in violation of hours-of-service requirements, *Dixon*, D.N.M., ECF 178 at 12, 21, when he made an illegal left turn across a road, striking a motorcycle driven by Walter Dixon, *Dixon*, D.N.M., ECF 107 at 9. The crash shattered Dixon's body. *See id.* at 9-10. Dixon was airlifted to a trauma center and placed in a medically induced coma, endured six surgeries, and remained in medical facilities for more than three months. *Id.* at 10-11. The crash caused "permanent impairment and disabilities." *Id.* at 9. Dixon's negligent-hiring claim against Ryan survived summary judgment, *Dixon v. Stone Truck Line, Inc.*, 2021 WL 5493076, at *7-8 (D.N.M. Nov. 23, 2021), and Ryan later settled, *Dixon*, D.N.M., ECF 187.

E. *Rohlf v. Milosevic*, No. 5:17-cv-04004 (N.D. Iowa). In October 2016, Forward Air, a broker, and U.S. Expediters, a new carrier, entered a broker-carrier agreement. *Scott v. Milosevic,* 372 F. Supp. 3d 758, 763 (N.D. Iowa 2019). The agreement required Expediters to maintain an "active and effective safety program" and ensure that its drivers were licensed and trained. *Id.* Yet Expediters provided Forward no information about its drivers and lied about the number of trucks it had available, while, for its part, Forward made no inquiries, *Rohlf*, N.D. Iowa, ECF 102 at 6-7, and approved Expediters for hire, *Scott*, 372 F. Supp. 3d at 764. Over the next two months, Expediters racked up federal safety violations for unsafe driving, vehicle-maintenance problems, and disregarding hours-of-service rules. *Rohlf*, N.D. Iowa, ECF 102-8 at 66-73.

Nonetheless, Forward used Expediters to haul a truckload of mail. *Rohlf*, N.D. Iowa, ECF 24 at 4. Expediters' driver attempted to pass a car on a foggy two-lane highway in "near-zero visibility." *Id.* His truck, carrying nearly 30,000 pounds, smashed head-first into a pickup truck traveling in the opposite direction. *Id.* The pickup's driver, Gary Rohlf, was severely injured; Sharon Rohlf, Gary's wife, died at the scene. *Id.* at 4-5. The court noted the "red flags" raised by Expediters' record and the lack of evidence that Forward had independently vetted Expediters, *Scott*, 372 F. Supp. 3d at 768, leading the court to reject Forward's motion for summary judgment on the plaintiffs' negligent-hiring claim, *id.* at 770. The defendants, including Forward, later settled. *Rohlf*, N.D. Iowa, ECF 139.

F. *Miller v. C.H. Robinson Worldwide, Inc.*, No. 3:17-cv-00408 (D. Nev.). In 2016, respondent C.H. Robinson contracted with Ronel Singh, owner of the carrier RT Service, to transport ramen noodles to a Costco depot in Nevada. *Miller*, D. Nev., ECF 129 at 13. C.H. Robinson knew that Singh had a history of managing poorly operated carriers. *Id.* at 9-10; *Miller*, D. Nev., ECF 130-4 at 20. Singh created RT Service when his previous carrier business, Rhea Trans, had its registration revoked by FMCSA for thrice failing to carry the minimum required insurance and maintaining vehicles that imposed an "imminent hazard to public safety." *Miller*, D. Nev., ECF 129 at 8 n.8, 11, 14. After Rhea Trans's license was revoked and Singh filed for bankruptcy, Singh started an identical business, RT Service, using his father's name. *Id.* at 8-9.

Unsurprisingly, RT Service was plagued by the same violations as Rhea Trans, the predecessor from which it had morphed. It, too, failed to maintain the minimum insurance required and violated rules against unsafe driving and hazardous vehicle conditions. *Miller*, D. Nev., ECF 129 at 10-11. Singh himself developed a poor record as a driver for RT Service, including multiple "traffic convictions" for speeding in inclement weather and speeding in a commercial truck. *Id.* at 12; *Miller*, D. Nev., ECF 130-13 at 3. In October 2016, FMCSA revoked RT Service's license. *Miller*, D. Nev., ECF 129 at 11. Though all this information was publicly available, C.H. Robinson did not investigate and continued to contract with RT Service. *Id.* at 11; *Miller*, D. Nev., ECF 130-11 at 12.

And despite Singh's abysmal driving record, C.H. Robinson hired Singh to deliver the Costco load. *Miller*, D. Nev., ECF 129 at 13. During the drive to Nevada, it began to snow, and the roads became coated in ice. *Id.* Consistent with his previous reckless driving, Singh ignored these conditions and drove too fast. *Id.* at 14; *Miller*, D. Nev., ECF 130-13 at 4. He lost control of his trailer, drove through a median, and blocked both westbound lanes on the other side of the highway. *Miller*, D. Nev., ECF 129 at 13. Allen Miller, who was driving west on the highway, collided with Singh's vehicle. *Id.* The impact threw Miller out of his vehicle and pinned him beneath Singh's trailer, rendering Miller quadriplegic for life. *Id.* The authorities investigating the scene agreed that Singh's high-speed driving and disregard for road conditions violated truck-safety regulations and caused Miller's horrific, life-altering injuries. *Id.* at 14-15; *Miller*, D. Nev., ECF 130-13 at 4.

Miller could bring claims against C.H. Robinson only because the Ninth Circuit ruled that his claims fell within the FAAAA preemption provision's safety exception, 49 U.S.C. § 14501(c)(2)(A). *Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1025-31 (9th Cir. 2020). But had he been required to sue in the Seventh Circuit, for example, in light of the decision below, Miller would have received no compensation from C.H. Robinson, and C.H. Robinson would not have had to answer for its gross negligence.

G. Cox v. Total Quality Logistics, Inc., No. 1:22-cv-00026 (D. Ohio). In 2019, motor carrier Golden Transit's poor safety record was publicly available through FMCSA's website. *Cox*, D. Ohio, ECF 1 at 4; *Cox v. Total Quality Logistics, Inc.*, 142 F.4th 847, 850 (6th Cir. 2025). The company had a long history of "on-road violations and deficiencies." *Cox*, D. Ohio, ECF 1 at 4. Golden Transit's safety record throughout 2018 "was so bad that more than 7 out of every 10 of its trucks were not allowed to legally be on the roadway." *Id.* Undeterred by the publicly available evidence of Golden Transit's woeful safety record, freight broker TQL entered an agreement with Golden Transit to haul a load from Illinois to California. *Id.* at 4-5. Golden Transit "purportedly [employed] an inexperienced and unsafe driver." *Cox*, 142 F.4th at 850.

As the TQL-brokered truck moved westward, Greta Cox was driving on Interstate 40 in Oklahoma with her grandson, who had recently completed his first year of college. *Cox*, D. Ohio, ECF 1 at 5. Cox approached a construction zone in which the highway's left lane was closed. Complying with

construction-related signage, Cox reduced her speed and maneuvered her car into the right lane. *Id.* at 6.

Golden Transit's tractor-trailer, driving immediately behind Cox, failed to obey the same signs. *Cox*, D. Ohio, ECF 1 at 6. The truck plowed into Cox's car from behind at over sixty miles per hour, crushing her car to less than half its original size. *Id.* Despite the best efforts of emergency medical personnel, Cox died at the scene. *Id.* at 7. Her grandson sustained serious "temporary and permanent injuries" and "lost the ability to perform usual activities" as a result of the crash. *Id.* at 8.

Cox's husband brought negligent-hiring claims against TQL under Ohio law. *Cox*, D. Ohio, ECF 1 at 8. The district court granted TQL's motion to dismiss, holding that Cox's claims were preempted by the FAAAA. *Cox*, D. Ohio, ECF 29 at 14. The Sixth Circuit reversed, holding that Cox's negligent-hiring claim was not preempted by the FAAAA because it concerned motor vehicles and thus fell within the preemption clause's safety exception. *Cox*, 142 F.4th at 858 (citing 49 U.S.C. § 14501(c)(2)(A)).

* * *

In light of the tragedies just reviewed—each avoidable if carriers and brokers had acted responsibly, consistent with state-law duties of reasonable care—it's worth pausing to appreciate the upshot of the freight brokers' position. C.H. Robinson and the rest of the freight-broker industry maintain that even if these real-life calamities were indisputably caused by their conduct, and even if state law would consider their conduct negligent, they are

immune because Congress ordained that result, even though federal law does not regulate their safety one whit. As we now show, that is not right.

III. Congress did not preempt state safety obligations for freight brokers.

As shown, the commercial-trucking industry is beset by underregulated motor carriers and unregulated freight brokers. Motor carriers are overseen by an agency that cannot keep up with the volume of new entrants or adequately enforce safety mandates. Carriers thus lack adequate incentives not to flout safety rules. And, as explained, they often lack the resources or insurance to make whole the people they have harmed. Brokers, who work hand-in-hand with carriers and often have the finances to make good on remedies, face no federal safety requirements at all.

With these facts in mind, if you asked any member of Congress whether they intended to insulate freight brokers from state negligence suits arising from deadly truck crashes when they deregulated the industry's "price[s], route[s], and service[s]," 49 U.S.C. § 14501(c)(1), the obvious answer would be "no." The FAAAA sought *economic* deregulation of the trucking industry, *see City of Columbus v. Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 440-41 (2001); C.H. Robinson Cert. Resp. Br. 5-6, not tort reform. It would make no sense for the scope of preemption to exceed the scope of deregulation and override safety-based common-law remedies.

The question remains, however, whether Congress inadvertently preempted suits such as petitioner Montgomery's when it enacted the FAAAA's preemption provision, 49 U.S.C. § 14501(c). It did not.

Montgomery's brief explains why, under the preemption provision's safety exception, state-law damages suits based on brokers' negligent hiring of unsafe motor carriers are not preempted. Pet'r Br. 18-26.

We make just two points here. First, the relevant inquiry under the safety exception—which preserves the state's "safety regulatory authority … with respect to motor vehicles," 49 U.S.C. § 14501(c)(2)—is whether the state-law duty on which the plaintiff relies concerns a connection between safety and motor vehicles. If so, federal law may not "restrict" any aspect of state-law authority. *Id.* That inquiry has nothing to do with the relationship between *brokers* and motor vehicles, though the Seventh Circuit erroneously thought otherwise. *See* Pet'r Br. 26-31. Because a state-law duty regarding the hiring of safe motor-vehicle drivers obviously concerns both motor vehicles and safety, it doesn't matter what that duty entails (beyond safety) or on *whom* it is imposed. *See* Pet'r Br. 22, 26-30. In all events, the state-law safety duty is not preempted—for either motor carriers or brokers.

Second, the broker industry maintains that it should benefit from preemption because, unlike the motor-carrier industry, it is not subject to any federal safety regulation. *See* C.H. Robinson Cert. Resp. Br. 24-25. That gets things backwards. Preemption of state law is a tradeoff for federal regulation (or, as relevant here, deregulation). Thus, for instance, when Congress decided to regulate the safety of medical devices, it preempted state law on topics subject to intensive federal regulation. *See Riegel v. Medtronic, Inc.*, 552 U.S. 312, 317-20, 322-23 (2008). On the other

hand, when federal device regulation on a particular topic is nonexistent (or lax), state law on that topic is not preempted. *See Medtronic, Inc. v. Lohr*, 518 U.S. 470, 492-502 (1996); *see also, e.g.*, *Freightliner Corp. v. Myrick*, 514 U.S. 280, 286-87 (1995) (no preemption of state law regarding a particular topic of passenger-vehicle safety because no federal standard existed on that topic); *Pac. Gas & Elec. Co. v. State Energy Res. Conservation & Dev. Comm'n*, 461 U.S. 190, 213-16 (1983).

Generally speaking, "[t]here is no federal preemption *in vacuo*." *Kansas v. Garcia*, 589 U.S. 191, 202 (2020) (internal citation omitted). Otherwise, "deliberate federal inaction could always imply preemption, which cannot be." *P.R. Dep't of Consumer Affairs v. Isla Petroleum Corp.*, 485 U.S. 495, 503 (1988). Thus, "a litigant must point specifically to a constitutional text or a federal statute that does the displacing or conflicts with state law." *Virginia Uranium, Inc. v. Warren*, 587 U.S. 761, 767 (2019).

The decision to omit, for example, propeller guards from the Federal Boat Safety Act's regulatory standards for boating equipment did not amount to an "authoritative federal message of a federal policy" regarding propeller guards that would preempt a state from imposing its own tort-based safety standards. *Sprietsma v. Mercury Marine*, 537 U.S. 51, 52 (2002). There, the decision not to regulate that specific component of boat safety was "fully consistent with an intent to preserve state regulatory authority." *Id.* at 65. *Sprietsma* emphasized that "it is quite wrong to view [regulatory silence] as the functional equivalent of a regulation prohibiting all States and their political

subdivisions from adopting such a regulation." *Id.* at 65.

Similarly, in *Pacific Gas*, a California law regulated nuclear power plants' spent-fuel storage to reduce the economic burden of waste disposal on the state. 461 U.S. at 213-15. At issue there was when state law is preempted by the Atomic Energy Act, under which the federal government has exclusive control over the safety of nuclear energy generation. *Id.* at 213. But because the California law concerned *economic* objectives related to nuclear-waste disposal, it "l[ay] outside the occupied field of nuclear *safety* regulation," and thus was not preempted. *Id.* at 216 (emphasis added).

By the same token, given the FAAAA's focus on federal *economic* deregulation of prices, routes, and services, state *safety* regulation was not a target of preemption because safety was not a subject of deregulation. *See* Pet'r Br. 46. The safety exception simply underscores this basic understanding: Congress would not seek to preempt that which it didn't deregulate in the first place.

If that's true for motor carriers—and no one disputes that it is—then it's doubly true for freight brokers. Brokers are not subject to any federal safety regulation to begin with. So, there is not even an arguable tradeoff between federal regulation and preemption of state law. Put otherwise, Congress didn't preempt the state's safety authority as to brokers because brokers weren't on its safety radar screen at all.

CONCLUSION

The judgment of the court of appeals should be reversed.

Respectfully submitted,

Brian Wolfman
Counsel of Record
GEORGETOWN LAW
APPELLATE COURTS
IMMERSION CLINIC
600 New Jersey Ave., NW
Washington, D.C. 20001
(202) 661-6582
wolfmanb@georgetown.edu

Counsel for Amicus Curiae

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