No. 24-1238

In the Supreme Court of the United States

SHAWN MONTGOMERY,

Petitioner,

v.

CARIBE TRANSPORT II, LLC, ET AL.,

Respondents.

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

BRIEF OF AMICUS CURIAE AMERICAN HONDA MOTOR CO., INC. IN SUPPORT OF RESPONDENTS

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INTEREST OF THE AMICUS CURIAE[1]

AMERICAN HONDA MOTOR CO., INC. ("AHM") is a California corporation headquartered in Torrance, California since 1959. For over 50 years, AHM has been the exclusive distributor of Honda products across the U.S., including automobiles, motorcycles, all-terrain vehicles, generators, portable engines, and other consumer goods.[2] With over ten thousand U.S. employees working in a nationwide wholesale distribution network of more than a thousand authorized Honda dealerships, AHM supports extensive domestic supply chains for Honda products.

As relevant here, domestic and international supply chains involve manufacturers (companies that make the goods being shipped), distributors (companies that take possession of goods from manufacturers and resell or move them onward through the market), shippers (companies that supply or send goods in commerce), freight brokers (federally licensed intermediaries that arrange transportation of property by authorized motor carriers and typically collect payment from the shipper and pay the carrier), and motor carriers (federally licensed transportation providers that operate

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[1] Pursuant to Supreme Court Rule 37.6, no counsel for any party authored any portion of this brief or made any monetary contribution intended to fund its preparation or submission.

[2] In 2024, over 1.4 million Honda vehicles were sold in North America alone. *See* Am. Honda Motor Co. Inc., *2025 Honda Digital Fact Book*, at § 3.9, (2025), available at: https://hondanews.com/en-US/honda-corporate/releases/release-5d7c4d59cde18d8d430ae3254a015079-honda-2025-digital-factbook (follow "here" hyperlink) (last visited Jan. 14, 2026).

motor vehicles and drivers to haul goods in interstate commerce and bear responsibility for vehicle operation and safety).

AHM is not a motor carrier and is not otherwise in the cargo transportation business. Like virtually all other similarly situated distributors, retail manufacturers, and retail sellers engaged in interstate commerce, AHM depends on third-party federally licensed transportation companies—and, where appropriate, freight brokers—to transport products safely and efficiently across state lines.

If States may impose common-law tort liability on these non-carrier entities for alleged negligent selection of motor carriers—based on personal injuries that may occur while vehicles are in transit—these entities will be subjected to open-ended, conflicting, and backward-looking standards governing transportation services, precisely the form of state re-regulation Congress sought to prevent when it enacted the Federal Aviation Administration Authorization Act of 1994 ("FAAAA"), 49 U.S.C. § 14501(c).

AHM submits this brief to explain why the lower court's interpretation of federal preemption is correct, why Petitioner's contrary approach cannot be reconciled with the statutory text and structure, and why permitting state tort law to regulate carrier selection would undermine international and national supply chains without improving highway safety.

INTRODUCTION

There is a stark and consequential choice about the boundary between federal authority and state power in a national economy that depends on the seamless transportation of goods across state lines. Congress resolved that question decades ago when it dismantled state-level economic transportation regulation and reinforced and modernized it with a uniform federal framework designed to promote efficiency and competition. The question, then, is whether that framework will be honored or quietly undone through the imposition of state-law tort duties that regulate transportation services by another name.

That question has implications not only for interstate commerce, but for foreign commerce as well. Interstate motor-carrier transportation is often an integral domestic segment of global supply chains, moving goods that originate abroad and enter the U.S. as part of the stream of foreign commerce. Balkanized state regulation of transportation services—whether imposed directly or through common-law tort liability—threatens the federal government's ability to speak with one voice in an area of uniquely national concern.

For non-carrier entities in global and domestic supply chains, adoption of Petitioner's theory would be immediate and substantial. Modern distribution and transportation of goods requires coordination across jurisdictions, reliance on specialized intermediaries, and adherence to federal licensing and safety regimes administered by expert agencies, all while maintaining predictable, time-sensitive production and delivery schedules. Subjecting those arrangements to divergent state-law duties would result in greater uncertainty, higher costs, constrained capacity, and diminished competition for non-carrier entities, all without any commensurate gain in highway safety, and with direct, adverse consequences for manufacturing and distribution outputs and, ultimately, consumer prices.

The Court should reject this invitation to economic and regulatory chaos and affirm the lower court judgment.

ARGUMENT

State-law negligent-selection claims against freight brokers—and inevitably against other non-carriers in the supply chains—fall squarely within the statute's preemptive scope. Such claims regulate the core service of arranging transportation by imposing state-specific standards governing which carriers may be hired and under what conditions, thereby constraining the options available to non-carriers seeking to move goods efficiently across state lines. Allowing these claims to proceed would permit States to re-regulate interstate transportation through tort law, exactly what Congress intended to foreclose.

The statute's savings clause does not preserve such claims. It maintains only the States' authority to regulate motor vehicles themselves—vehicle equipment, driver conduct, and highway rules—not upstream commercial decisions made by non-carriers that lack control over vehicles and drivers, including distributors like AHM that purchase transportation services as inputs to production. Expanding the savings clause to encompass negligent-selection claims would untether it from its text, collapse the distinction between safety regulation and economic regulation, render the statute's preemption clause largely meaningless, and devastate the administrability of the supply chains necessary for modern commerce.

From the perspective of non-carrier entities, the consequences would be economically stifling and severe. Manufacturers would be forced to navigate inconsistent state standards for carrier selection without possessing the authority, tools, or expertise to enforce safety compliance, and without the ability to appropriately manage risk through operational controls. Liability would shift upstream, raising costs, constraining logistics options, discouraging competition, and disrupting supply chains—without any corresponding improvement in roadway safety.

To avoid the catastrophic consequences of re-imposed state-level regulation, the Court should hold that the FAAAA preempts state negligent-selection claims and affirm the judgment below.

I. Congress Enacted the FAAAA to Prevent States from Re-Regulating Interstate Transportation Through Indirect Means.

Congress's deregulation of the transportation industry rested on a clear premise: interstate transportation markets function best when governed by uniform federal rules rather than fragmented state regimes, *see Dan's City Used Cars, Inc.* v. *Pelkey*, 569 U.S. 251, 256 (2013), a market necessity for non-carriers whose operations depend on predictable, nationwide logistics networks. That premise reflected Congress's considered judgment, informed by decades of experience with overlapping and inconsistent state controls, that interstate transportation cannot operate efficiently when subject to 50 separate sovereigns, several territories, and a federal district imposing divergent economic requirements. *See City of Columbus* v. *Ours Garage & Wrecker Serv.*, 536 U.S. 424, 440–41 (2002). Uniformity was not an incidental benefit of deregulation; it was its central objective, and one that directly enabled non-carriers to plan production, sourcing, and distribution on a national scale. *See id.*

That uniform framework is especially critical where, as here, interstate trucking is often the final domestic leg of global supply chains, moving goods that often originate outside of the U.S. and, thereby, also implicating the federal government's exclusive authority to regulate foreign trade.

Congress's statutory judgment, thus, also operates as an integral component of foreign commerce. U.S. distributors and shippers, for instance, rely on supply chains spanning multiple continents, and domestic operations depend on the continuous movement of components and finished goods through integrated global logistics networks. A substantial portion of the freight transported by truck within the U.S. does not originate domestically but arrives as part of the stream of foreign commerce—moving from overseas manufacturers by ocean vessel, through U.S. ports, and onward by motor carrier to inland facilities.

The rule Petitioner proposes would allow individual States, through common-law tort duties, to impose their own standards governing how that transportation is arranged, even when those standards directly affect the movement of goods that are part of international trade. That result would intrude upon an area where the Constitution and longstanding precedent assign exclusive authority to the federal government to speak with one voice on the regulation of foreign commerce. *See Japan Line, Ltd.* v. *Cty. of L.A.*, 441 U.S. 434, 448–49 (1979) ("Foreign commerce is preeminently a matter of national concern."); *see also* Const., Art. I, § 8, cl. 3 (granting Congress power to regulate commerce "with foreign Nations" and "among the several States"). Allowing state-by-state tort regulation of carrier selection in this context would inject uncertainty, inconsistency, and risk into global supply chains, deter efficient routing of imported goods through U.S. ports, and undermine the predictability on which foreign trading partners rely—consequences that confirm why federal preemption is essential where interstate and foreign commerce converge.

Congress understood that transportation services —by their nature—cross intercontinental and state lines, and that allowing States to regulate those services independently would inevitably distort pricing, restrict routes, and undermine competition in ways incompatible with a national market. *See Ours Garage*, 536 U.S. at 440. ("Carrying more weight, in the Act itself Congress reported its finding that 'the regulation of intrastate transportation of property by the States' unreasonably burdened free trade, interstate commerce and American consumers." (internal citation omitted)). After dismantling disparate and dispersed economic regulation of entry, pricing, and services, Congress recognized that States may attempt to reassert control through alternative mechanisms—including common-law liability. *See Northwest, Inc.,* v. *Ginsberg*, 572 U.S. 273, 282 (2014) (explaining that "state common-law rules fall comfortably within the language of the ADA [Airline Deregulation Act] pre-emption provision" and that Congress made it clear in the recodification under the FAAAA that any changes to this provision "did not effect any 'substantive change.' § 1(a), 108 Stat. 745").

Congress was explicit in identifying this risk. Having removed direct regulatory authority from state governments, Congress anticipated that States may seek to replicate prior controls indirectly, substituting tort law and judicial standards for legislative or administrative regulation. *See* 49 U.S.C. § 14501(c)(1); *see also Rowe* v. *New Hampshire Motor Transp. Ass'n.*, 552 U.S. 364, 370 (2008) (explaining Congress's intent to encompass state laws that are even indirectly related to transportation rates, routes, or services because the overarching goal was to maximize competition). That prospect threatened to undo deregulation not in form, but in effect, with direct consequences on market participants dependent on interstate transportation services.

To prevent that outcome, Congress preempted not only state statutes and regulations, but any state "law, regulation, or other provision having the force and effect of law" related to the prices, routes, or services of motor carriers and brokers. 49 U.S.C. § 14501(c)(1). The breadth of this language was intentional. *See Riegel* v. *Medtronic, Inc.*, 552 U.S. 312, 324 (2008) ("Absent other indication, reference to a State's 'requirements' [in an express preemption statute] includes its common-law duties."). Congress did not confine preemption to positive enactments because it understood that common-law duties—enforced through damages actions like myriad manufacturers, distributors, shippers, and brokers now face on an annual basis—can regulate conduct as powerfully as formal rules. *See Riegel*, 552 U.S. at 324; *see also Kurns* v. *R.R. Friction Prods. Corp.*, 565 U.S. 625, 637 (2012) (quoting *San Diego Building Trades Council* v. *Garmon*, 359 U.S. 236, 247 (1959)) (noting that "state 'regulation can be . . . effectively exerted through an award of damages,' and '[t]he obligation to pay compensation can be, indeed is designed to be, a potent method of governing conduct and controlling policy'").

By sweeping within the statute's preemption clause all state measures having the force and effect of law, Congress ensured that States could not achieve through adjudication what they were forbidden to impose through legislation, thereby protecting non-carriers from States' indirect economic transportation regulation. This Court has consistently interpreted identical language in the Airline Deregulation Act of 1978, Pub. L. No. 95-504, 92 Stat. 1705 (1978) ("ADA"), to reflect a deliberately expansive preemptive scope, capturing state common-law claims that have a significant connection with regulated services. *See Ginsberg*, 572 U.S. at 284 (interpreting identical language in the ADA's preemption provision). *See also Morales* v. *TWA*, 504 U.S. 374, 378–79 (1992) ("To ensure that the States would not undo federal deregulation with regulation of their own, the ADA included a preemption provision . . . . "); *Rowe*, 552 U.S. at 370 (using the ADA's parallel language in its preemption clause to inform decision interpreting FAAAA's preemption clause). These decisions confirm that preemption analysis turns on substance rather than form: whether a claim functions to regulate prices, routes, or services, not whether it is styled as negligence, contract, or another common-law cause of action. Congress incorporated that same language into the FAAAA precisely because it intended the same robust protection against state interference in the interstate transportation markets non-carriers rely on to move goods nationwide. *See Dan's City*, 569 U.S. at 256 (explaining that the FAAAA's preemption clause borrows from the ADA's preemption clause with one additional limiting phrase).

Negligent-selection claims do precisely what Congress intended to bar. They target the service of arranging transportation by imposing state-law standards governing carrier choice. At their core, such claims seek to dictate how transportation services must be structured, compelling regulated entities to conform their carrier-selection decisions to state-specific criteria under threat of tort liability, including distributors that purchase transportation services but do not provide them. That is regulation in every meaningful sense. The decision of which carrier to engage, on what terms, and subject to what qualifications lies at the heart of transportation services.[3] Conditioning that decision on compliance with variable state-law duties—as transportation service providers move across one state line after another in the ordinary course of business—directly intrudes on the federally protected

[3] *See* 49 U.S.C. § 13102(23) (defining transportation as "services related to th[e] movement" of property, "including arranging for, receipt, delivery, elevation, transfer in transit, refrigeration, icing, ventilation, storage, handling, packing, unpacking, and interchange of passengers and property"); *see also* 49 U.S.C. § 13102(2) (defining the term "broker" as any entity that "as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation").

domain Congress sought to insulate. Compliance with these standards necessarily affects prices, routes, and services and varies from jurisdiction to jurisdiction. Non-carriers operating nationwide would be, and have been, forced to either tailor their operations to the most restrictive state regime or withdraw from certain markets altogether, disrupting manufacturing and distribution planning. Either outcome imposes precisely the economic burdens—higher costs, reduced capacity, and constrained routing—that Congress enacted the FAAAA to prevent.

Permitting such claims would recreate the very "patchwork of state service-determining laws" Congress enacted the FAAAA to eliminate. *Rowe*, 552 U.S. at 373. The resulting fragmentation would not be theoretical or academic. It would expose non-carriers to inconsistent and unpredictable liability across jurisdictions, invite forum-shopping, and subject interstate transportation services to retrospective regulation by juries applying local standards disconnected from federal policy, thereby injecting uncertainty into enterprise supply chains. Congress chose preemption to avoid exactly that result. Enforcing the FAAAA as written preserves the uniform national framework Congress established and prevents States from re-regulating interstate transportation through indirect means that are no less disruptive than the direct controls Congress abolished.

II. The Safety Savings Clause Preserves Traditional Motor-Vehicle Regulation, Not Tort-Based Regulation of Commercial Relationships.

Non-carriers now face a growing wave of state and federal litigation premised on the same expansive theory: that the safety savings clause authorizes negligence-based claims against non-carriers for carrier-selection and logistics decisions whenever a motor-vehicle accident occurs. Under that theory, non-carriers that neither operate trucks nor control drivers are routinely drawn into lawsuits across multiple jurisdictions and—where the absence of manufacturer, distributor, shipper, and broker-level product liability is undisputed if not conceded— subjected to inconsistent state-law standards and forced to defend claims that seek to recharacterize ordinary commercial arrangements as safety regulations. The result is not targeted motor-vehicle oversight, but a proliferation of tort litigation that exploits deep pockets by treating the savings clause as a conduit for regulating transportation services Congress expressly removed from the States' control—making narrow application of the savings clause of utmost importance to these non-carriers.

The savings clause preserves a State's "safety regulatory authority . . . with respect to motor vehicles." 49 U.S.C. § 14501(a)(2). That formulation reflects a careful compromise struck by Congress: preserving core, historically-exercised police powers over the physical operation of motor vehicles while foreclosing broader economic regulation of transportation services, including the imposition of liability on non-carriers for decisions they do not control. *See Dan's City*, 569 U.S. at 261 (quoting *Ours Garage*, 536 U.S. at 449 (Scalia, J., dissenting)). Congress did not enact the savings clause as a general carveout for any state action plausibly related to safety; it, instead, preserved a defined category of authority with an express object—motor vehicles themselves. *See* 49 U.S.C. § 14501(a)(2), (c)(1)-(2). The statutory language is precise and limiting. *See Dan's City*, 569 U.S. at 261 (quoting *Ours Garage*, 536 U.S. at 449 (Scalia, J., dissenting)) (explaining the text of the statute mirrors the ADA's air-carrier preemption clause with the addition of one limiting phrase "with respect to the transportation of property"). Every word of the clause matters. *See Loughrin* v. *United States*, 573 U.S. 351, 358 (2014) (explaining the "'cardinal principle' of [statutory] interpretation that courts 'must give effect, if possible, to every clause and word of a statute" (internal citation omitted)). Congress chose not to preserve "safety regulation" in the abstract. Nor did it refer to transportation safety generally. It preserved safety regulatory authority only insofar as that authority is traditionally exercised with respect to motor vehicles. *See 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."). It did not grant general authority to regulate safety writ large. Nor does it authorize States to impose liability on non-carriers for commercial decisions antecedent to transportation. *See id.* at 439. Reading the clause otherwise would transform a narrow savings provision into an all-purpose license for state intervention, collapsing the carefully maintained boundary between economic deregulation and traditional safety oversight.

A savings clause, however, does not operate as an affirmative grant of authority. It merely "leaves standing whatever valid state laws . . . existed" at the time of enactment and is not, "in any sense, an affirmative grant of power." *New England Power Co.* v. *New Hampshire*, 455 U.S. 331, 341 (1982); *accord Wyoming* v. *Oklahoma*, 502 U.S. 437, 458 (1992).

This Court's decision in *Castle* v. *Hayes Freight Lines, Inc.*, 348 U.S. 61 (1954) confirms the narrow scope of what the savings clause preserves. There, the Court held that a state may regulate truck weights as a safety matter, but may not do so in a manner "amounting to a suspension or revocation of an inter-state carrier's commission-granted right to operate." *Id.* at 64–65. *Castle* thus explains what is *not* preserved by a savings clause: even when States act pursuant to traditional safety authority, they may not use that authority to override federal licensing decisions or determine which federally authorized carriers may operate in interstate commerce.

Consistent with the United States's position post-FAAAA, *Castle* remains good law and establishes that even if a state law falls within an exception to § 14501(c), the State may not restrict motor carriers' rates, routes, or services or otherwise curtail their federal authorization to operate. *See* U.S. Br. at 12–13, *American Trucking Ass'ns* v. *City of Los Angeles*, No. 12-1045 (2013). Allowing state negligent-selection claims to proceed would contravene that principle by permitting the States, through tort law, to decide which federally licensed carriers non-carriers may use.

A. The Text of the FAAAA Requires a Direct Relationship to Motor Vehicles.

The phrase "with respect to motor vehicles," confines the safety savings clause to laws that directly regulate motor vehicles themselves—such as vehicle standards, driver qualifications, equipment require-ments, and highway safety rules. *See Dan's City*, 569 U.S. at 261; *see also Miller* v. *C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1031 (9th Cir. 2020) (Fernandez, J., concurring in part and dissenting in part) (finding the claim was not "with respect to motor vehicles" because broker services are only tangentially related to or connected with motor vehicles). Those are the paradigmatic subjects of state motor vehicle regulation, exercised continuously before and after federal deregulation, and they share a common feature: they govern the physical operation, condition, or use of motor vehicles on public roads. *See Dan's City*, 569 U.S. at 260–61 (explaining that State laws "having a connection with or reference to" carrier "rates, routes, or services" would be preempted under the FAAAA) (internal citations omitted). Each involves direct control over the instrumentalities of transportation, not upstream commercial arrangements.

Negligent-selection claims against non-carriers do not regulate motor vehicles when they do not mandate equipment specifications, set rules of the road, or govern driver conduct; do not require inspections, impose operational limits, or regulate vehicle maintenance; and do not regulate who may hire whom, under what conditions, and subject to what retrospective liability. Such claims focus not on the motor vehicle at all, but on commercial judgments made before transportation begins—often by entities that never touch, see, or control the vehicle or driver involved. Those are economic and logistical decisions Congress removed from State control. Allowing States to reinsert themselves into those decisions through tort law would directly undermine the federal framework governing non-carriers in interstate transportation services. *See Rowe*, 552 U.S. at 376 (allowing states "to regulate carrier routes, carrier rates, and carrier services . . .

would severely undermine the effectiveness of Congress' pre-emptive provision").

The lower court, thus, correctly held that the connection between carrier selection standards and motor vehicles is too attenuated to fall within the safety savings clause. *See Montgomery* v. *Caribe Transp. II, LLC*, 124 F.4th 1053, 1058 (7th Cir. 2025). That conclusion follows naturally from the statutory text. A rule regulating motor vehicles does not become one "with respect to motor vehicles" merely because a vehicle is later involved in an accident. The causal chain is too long, the regulatory target too remote, and the intrusion into federally protected services too direct to be reconciled with the savings clause's limited scope. *See Miller*, 976 F.3d at 1032 (Fernandez, J., concurring in part and dissenting in part) ("In other words, while one can envision an almost unending series of connections, there comes a point at which the series must end as a legal matter.").

B. Petitioner's Expansive Reading Cannot Be Squared with the Statute.

Petitioner's approach treats any tort claim arising from a motor-vehicle accident as a safety regulation. That approach replaces the statutory text with an effects-based test detached from the words Congress chose. Under that view, the mere involvement of a motor vehicle in a personal injury accident becomes sufficient to invoke the savings clause, regardless of whether the challenged law actually regulates motor vehicles or instead governs commercial conduct far removed from vehicle operation. That interpretation severs the safety savings clause from its textual anchor and would allow States—through litigants—to circumvent preemption simply by labeling economic regulation as safety-motivated. Congress anticipated and rejected that maneuver when it wrote the preemption provision broadly enough to encompass state laws "having the force and effect of law," 49 U.S.C. § 14501(c)(1), including common-law claims styled as negligence.

Petitioner's construction would swallow the rule. If every state tort claim tangentially connected to a motor vehicle accident were preserved, the preemption clause would do little work at all. *See Miller*, 976 F.3d at 1031–32 (Fernandez, J., concurring in part and dissenting in part). State courts and juries could regulate prices, routes, and services indirectly by imposing liability for transportation decisions, precisely the outcome Congress sought to prevent. *See id.* at 1031–32. Virtually every regulation of transportation could be recast as promoting safety. *See id.* at 1032 ("Allowing [negligent selection claims] to avoid preemption would inevitably conscript brokers into a parallel regulatory regime that required them to evaluate and screen motor carriers . . . according to the varied common law mandates of myriad states."). Economic controls over carrier selection, routing decisions, capacity allocation, and logistics coordination could all be justified *post hoc* as advancing public safety, rendering the federal scheme illusory. *Congress did not enact a preemption provision of such breadth only to neutralize it through a savings clause of equal scope*. *See Cipollone* v. *Liggett Grp.*, 505 U.S. 504, 516 (1992) ("Accordingly, 'the purpose of Congress is the ultimate touchstone' of pre-emption analysis.") (quoting *Malone* v. *White Motor Corp.*, 435 U.S. 497, 504 (1978)). The statute instead reflects a deliberate allocation of authority: federal law governs transportation services, while States retain their traditional role regulating the safe operation of motor vehicles themselves. Respecting that allocation requires rejecting Petitioner's boundless reading of the savings clause.

III. Extending Negligent-Selection Liability to Non-Carriers Would Disrupt Supply Chains Without Improving Safety.

From the standpoint of distributors like AHM, the consequences of allowing negligent selection claims would be profound. They would reach far beyond the parties to *any individual lawsuit* and threaten to reshape how goods move across the international and domestic economy. Manufacturers, distributors, shippers, and brokers occupy a fundamentally different position in the transportation system than carriers: they are consumers of transportation services, not providers of them. *See* 49 U.S.C. § 13102(13) (defining "individual shipper"); *see also id*. § 13102(14) (defining "motor carrier"). A ruling that would sanction the imposition of tort liability on these non-carriers for downstream transportation outcomes would convert that role into something Congress never contemplated —one that blends commercial purchasing with regulatory oversight and *ex post* adjudication.

Non-carriers—that do not own trucks, employ drivers, or control day-to-day operations; dispatch vehicles, supervise driving practices, set hours of service, or maintain equipment; monitor compliance in real time or possess authority to remove unsafe drivers or vehicles from service—lack access to real-time safety data and have no regulatory authority to enforce compliance. *See* Office of Inspector Gen., U.S. Dep't of Transp., Report No. ST2019084, *FMCSA's Plan Addresses Recommendations on Prioritizing Safety*

Interventions But Lacks Implementation Details (2019). Expecting non-carriers in this posture to assess, predict, and manage carrier safety across thousands of movements and hundreds of jurisdictions, on what would effectively be a quarterly basis, would impose obligations far beyond their institutional competence and capacity. Federal law assigns those responsibilities to motor carriers and federal and state regulators—not to non-carriers. *See* 49 U.S.C. § 13906(a)–(c) (prescribing requirements for motor carriers, brokers, and freight-forwarders). That allocation reflects deliberate policy choices about expertise, accountability, and administrability, and it should not be displaced through state tort law.

Even a ruling restricted to brokers would have acute economic consequences for other non-carriers and consumers. *See Dan's City*, 569 U.S. at 256 (noting that FAAAA deregulation came about because Congress found state governance of intrastate transportation of property had become unreasonably burdensome to free trade, interstate commerce, and American consumers). If brokers face expansive tort liability, that liability will not dissipate; it will necessarily shift upstream. Market dynamics ensure that risk is redistributed rather than eliminated. As brokers narrow their operations or exit certain lanes to avoid exposure, manufacturers, distributors, and shippers will be pressed—explicitly or implicitly—to assume greater responsibility for carrier selection and oversight. They will be forced to assume transportation-policing roles they are neither equipped nor authorized to perform. Those roles would require conservative, defensive decision-making divorced from actual safety outcomes and driven instead by litigation risk. To mitigate risk, they will restrict carrier options, favoring large incumbents over smaller or newer carriers regardless of actual safety performance. That response is predictable: incumbents offer longer paper trails and greater insurance coverage, not necessarily safer operations. The result would be reduced opportunities for small and mid-sized carriers, diminished competition, and a less resilient transportation network.

The ultimate outcomes will be higher costs, reduced competition, strained capacity, and delayed deliveries—outcomes that undermine national supply chains without yielding any meaningful safety benefit. Those costs will ripple outward, affecting the gamut of market-participant production schedules, retailers' inventory systems, and consumers' access to goods. Just-in-time manufacturing (a production system in which materials and components are deliverable to the production line only as they are needed, minimizing inventory and making reliable, timely transportation essential) and distribution models—now integral to modern commerce—depend on flexible, competitive transportation markets. Subjecting those markets to fragmented state tort regimes would erode that flexibility while offering no corresponding improvement in roadway safety, which remains governed by comprehensive federal and state regulatory schemes. For non-carriers with global production options, the efficiency of motor carrier transportation is not merely a logistics concern; it is a decisive factor in determining whether production occurs in the U.S. or elsewhere.

Congress did not intend such a result, and the FAAAA does not permit it. The statute reflects Congress's judgment that interstate transportation services must be governed by uniform federal standards, with safety regulation focused where it belongs—on motor vehicles and those who operate them. Allowing negligent-selection liability to expand upstream would upset that balance and frustrate the explicit objectives Congress sought to achieve.

CONCLUSION

For the foregoing reasons, the Court should affirm the judgment of the court of appeals and hold that the Federal Aviation Administration Authorization Act preempts state-law negligent-selection claims against non-carrier entities.

Respectfully submitted,

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