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 AMAZON.COM, INC. AND WAYFAIR LLC AS *AMICI CURIAE* IN SUPPORT OF RESPONDENTS

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INTEREST OF *AMICI CURIAE*[1]

Amazon.com, Inc. offers its own products and those of other businesses for sale through its websites, on mobile apps, and at physical retail locations. To help customers receive purchases promptly and conveniently, Amazon relies on every leg of the supply chain and interstate transportation system operating efficiently, including shippers, brokers, and motor carriers.

Depending on the circumstances, Amazon can play different roles in this system. Amazon can be (1) the shipper, when it hires motor carriers to move products owned by Amazon; (2) the federally licensed broker, when it hires motor carriers and arranges transportation services for other companies; and (3) the motor carrier, when motor vehicles are operating under Amazon's federal motor carrier authority.

Wayfair LLC ("Wayfair") is an omnichannel retailer offering home goods and furniture to American consumers. Like Amazon, Wayfair participates in the national transportation network as both a shipper and a federally licensed broker when contracting with motor carriers. Wayfair does not currently operate as a motor carrier.

Given Amazon and Wayfair's extensive participation in the federal transportation system, they both have a strong interest in the proper interpretation of the preemption provision of the

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[1] No counsel for any party authored this brief in whole or in part, and no party, counsel for a party, or person or entity other than *amici curiae*, their members, and their counsel made a monetary contribution intended to fund the brief's preparation or submission.

Federal Aviation Administration Authorization Act (FAAAA), 49 U.S.C. § 14501. *Amici* support a uniform federal approach that clearly defines the obligations of shippers, brokers, and motor carriers within the modern supply chain.

INTRODUCTION AND SUMMARY OF ARGUMENT

Respondents are right that the Federal Aviation Administration Authorization Act of 1994 (FAAAA) preempts state tort claims against freight brokers for negligently selecting motor carriers. Such claims are expressly preempted by 49 U.S.C. § 14501(c)(1), which bars states from directly or indirectly regulating the "price, route, or service" of motor carriers and brokers.

As Congress recognized, brokers are entitled to rely on the robust federal regulatory scheme designed to ensure that motor carriers operate safely on America's roads. Brokers cannot fairly be held responsible under state law for injuries caused by federally licensed motor carriers and drivers. Allowing such liability inhibits transportation efficiency, throttles innovation, and defeats Congress's preference for uniform federal regulation of motor carriers.

Amici fully endorse respondents' arguments. *Amici* submit this brief to underscore two important points about FAAAA preemption.

First, the FAAAA preempts negligent-selection claims not only against *brokers*, but also against *shippers*. Brokers and shippers play the same role when they hire motor carriers to transport property. Tort claims targeting these upstream actors seek to enforce a patchwork of inexact standards for selecting a particular motor carrier. Such claims are preempted by Section 14501(c)(1) because they are "related to" the "service" of a "motor carrier . . . with respect to the transportation of property." *See Rowe v. New Hampshire Motor Transp. Ass'n*, 552 U.S. 364,

370-72 (2008). Preemption of such claims also furthers the FAAAA's purpose of increasing uniformity and maintaining deregulation—considerations that apply equally to claims against both brokers *and* shippers.

Second, petitioner's policy concerns about road safety are misplaced. Congress has given the Department of Transportation robust authority to regulate road safety. The Department has exercised that authority by placing extensive safety obligations on *motor carriers*, who are best positioned to control the safety of their vehicles on the roads. *See* 49 U.S.C. § 31136(a); 49 C.F.R. pts. 301-399. And states retain authority under the FAAAA to directly regulate the safety of motor vehicles. Preemption of negligent-selection claims is fully consistent with road safety. And as improvements to this safety regime are needed, they should come through uniform federal legislation or rulemaking, not ad hoc tort suits imposing the varied negligence regimes of 50 different states.

For these reasons—and those set forth by respondents—this Court should affirm the Seventh Circuit's judgment below.

ARGUMENT

I. THE FAAAA PREEMPTS NEGLIGENT-SELECTION CLAIMS AGAINST BOTH BROKERS AND SHIPPERS

Respondents correctly explain that the FAAAA preempts state law negligent-selection claims against brokers. Resp. Br. 15-26. The same provision also bars such claims against *shippers*. That result follows directly from Section 14501(c)'s text, and it makes perfect sense: Shippers and brokers are equally

removed from motor-carrier crashes on the road, and the same preemption rule applies to both.

A. Section 14501(c)'s Text Covers Negligent-Selection Claims Against Brokers And Shippers

1. The FAAAA's preemption provision—49 U.S.C. § 14501(c)(1)—bars states from enacting or enforcing any 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." The purpose of the provision is to encourage uniformity in motor carrier regulation and ensure that "a patchwork of state . . . laws, rules, and regulations" do not stymie Congress's promotion of a "competitive marketplace." *Rowe v. New Hampshire Motor Transp. Ass'n*, 552 U.S. 364, 373 (2008); *see also New Hampshire Motor Transp. v. Rowe*, 448 F.3d 66, 72-73 (1st Cir. 2006), *aff'd*, 552 U.S. 364.

For two independent reasons, Section 14501(c)(1) preempts state common-law claims against brokers for negligently selecting a motor carrier.

First, such claims directly regulate the "service[s]" of "broker[s]." 49 U.S.C. § 14501(c)(1); *see* Resp. Br. 15-18. Brokers arrange the transportation of freight by contracting with motor carriers, who in turn hire truck drivers to carry each load. Negligent-selection claims generally arise when the truck driver gets into a crash. The plaintiff contends that the broker failed to exercise reasonable care in performing its service of selecting a motor carrier. Such claims therefore directly "relate to" the "service" of brokers "with respect to the transportation of property" under Section 14501(c)(1). *See Aspen Am. Ins. Co. v.*

Landstar Ranger, Inc., 65 F.4th 1261, 1267-68 (11th Cir. 2023).

Second, negligent-selection claims against brokers are also preempted because they *indirectly* regulate the prices and services of "motor carriers." 49 U.S.C. § 14501(c)(1); *see* Resp. Br. 18-21. As this Court explained in *Rowe*, even laws that have "only indirect" effects on a motor carrier's "rates, routes, or services" are preempted under Section 14501(c)(1). 552 U.S. at 370.

In *Rowe*, the Court found that the FAAAA preempted a Maine statute forbidding tobacco *retailers* from employing "a 'delivery service' unless that service follow[ed] particular delivery procedures." *Id.* at 371. Although Maine only indirectly regulated motor carriers by telling "*shippers* what to choose rather than *carriers* what to do," Section 14501(c)(1) preempted the statute because "the effect of the regulation [was] that carriers will have to offer tobacco delivery services that differ significantly from those that, in the absence of the regulation, the market might dictate." *Id.* at 371-72.

That same "indirect" regulation of motor carriers is implicated by negligent-selection claims against brokers. *Id.* at 370. Just like the Maine law in *Rowe*, such claims effectively tell brokers which motor carrier services they can and cannot select, and what standards and criteria they must apply when making that decision. That forces motor carriers to change the way they operate in ways the private industry might not otherwise require. Negligent-selection claims against brokers thus indirectly regulate the "services" of "motor carriers"—and trigger federal

preemption—under Section 14501(c)(1). Every circuit to have considered this question agrees.[2]

2. Although the question presented in this case involves negligent-selection claims against brokers, the Court's decision could have important implications for analogous claims against shippers. The Court should recognize that Section 14501(c)(1) fully bars analogous shipper claims as well.

In the transportation context, the term "shipper" refers to the entity that owns the goods being transported, "like a manufacturer, retailer, or distributor." *Aspen*, 65 F.4th at 1264; *see* 49 U.S.C. § 13102(13)(C). A broker, by contrast, "arrang[es] for transportation by motor carrier for compensation." 49 U.S.C. § 13102(2); *see also* 49 C.F.R. § 371.2.

Although shippers and brokers are distinct in some respects, both serve the same role when they hire motor carriers to transport property. Brokers can hire motor carriers on behalf of a shipper, or shippers can hire motor carriers directly. In both situations, negligent-selection claims seek to hold the hiring entity liable for failing to exercise reasonable care in selecting a carrier. Just as claims against brokers are preempted because they indirectly regulate the services of motor carriers, claims against shippers are preempted for the same reason. *Supra* 6-7.

Rowe confirms as much. As noted, *Rowe* held that Section 14501(c)(1) preempted a Maine statute

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[2] *See Aspen*, 65 F.4th at 1268; *Cox v. Total Quality Logistics, Inc.*, 142 F.4th 847, 852 (6th Cir. 2025); *Ye v. GlobalTranz Enters., Inc.*, 74 F.4th 453, 459 (7th Cir. 2023); *Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1024-26 (9th Cir. 2020).

regulating shippers. 552 U.S. at 370-72. By imposing restrictions on the types of delivery services shippers could use, the Maine law necessarily forced carriers to offer services "that differ[ed] significantly from those that, in the absence of the regulation, the market might dictate." *Id.* at 372.

Again, *Rowe*'s logic applies equally to negligent-selection claims, which effectively dictate which motor carrier services shippers can select. Motor carriers will, in turn, alter the services they offer. Such claims thus fall squarely within Section 14501(c)(1). Lower courts applying *Rowe* have correctly held that the FAAAA preempts state negligent-selection claims against shippers.[3]

B. Policy Considerations Support Preemption Of Claims Against Both Brokers And Shippers

Preempting claims against brokers and shippers is consistent with the FAAAA's purpose and the policy concerns Congress sought to address. The preemption provision cemented the federal government's authority over the trucking industry. In doing so, Congress aimed to mitigate the

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[3] *See, e.g.*, *Tischauser v. Donnelly Transp., Inc.*, Nos. 20-C-1291, et al., 2023 WL 8436321, at *1, 4-5 (E.D. Wis. Dec. 5, 2023) (applying *Rowe* to conclude that state common-law claims against shipper were preempted); *Creagan v. Wal-Mart Transp., LLC*, 354 F. Supp. 3d 808, 813 n.6 (N.D. Ohio 2018) (similar, noting that negligent-hiring claim against shipper "indirectly attempt[ed] to regulate broker services"); *Lee v. Werner Enters., Inc.*, No. 3:22 CV 91, 2022 WL 16695207, at *3 n.2 (N.D. Ohio Nov. 3, 2022) (concluding that the "Supreme Court in *Rowe* considered shippers to be included" in the FAAAA's preemption provision); *CRST Dedicated Servs., Inc. v. Ingersoll-Rand Co.*, 194 F. Supp. 3d 426, 433 (W.D.N.C. 2016) (similar).

"inefficiencies, lack of innovation, and lack of competition caused by non-uniform state regulations of motor carriers." *Cal. Trucking Ass'n v. Su*, 903 F.3d 953, 960 (9th Cir. 2018); H.R. Rep. No. 103-677, at 86-88 (1994) (Conf. Rep.). Negligent-selection claims undermine those goals, and that is equally true whether the claim is brought against a broker *or* a shipper.

Allowing such claims undermines uniformity by subjecting brokers and shippers to the varied common-law regimes of 50 different states. A carrier hauling a load from California to New York may pass through ten to fifteen different jurisdictions, all with different tort regimes. Indeed, petitioner's *amici* expressly recognize that state negligence regimes "var[y] based on state values" and serve as "a field of dramatic state experimentation." *Amici Curiae* State of Ohio, et al. Br. 13.

As a practical matter, that eliminates any uniform, nationwide standard for selecting a federally licensed motor carrier. Disuniformity imposes greater complexity and higher costs on brokers and shippers arranging for transportation of goods. For each jurisdiction, brokers and shippers must anticipate what state-law factors a plaintiff might invoke, in the event of a crash, to impose liability for their selection of motor carriers. Guessing wrong can have massive financial consequences in the tort system.[4] And over time, the attendant uncertainty

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[4] *See generally* U.S. Chamber of Commerce Inst. for Legal Reform, *Tort Costs in America—Commercial Auto: An Analysis of the Economic Impact of Commercial Automobile Tort Costs*, at 13 (Oct. 2025), https://instituteforlegalreform.com/wp-content/uploads/2025/10/20253021-ILR-Commercial-Auto-

inevitably pressures shippers and brokers to follow the state law with the most stringent rules, overriding the policy judgments of the federal government and other states and imposing costs that these other jurisdictions believe are excessive.

That is not the scheme Congress enacted, and it makes no sense. Brokers and shippers are multiple steps removed from the transportation system causes of road crashes. Indeed, shippers are even further removed in situations where they select motor carriers through a broker.

When it comes to evaluating a motor carrier's overall safety practices, brokers and shippers are certainly not better situated than the Federal Motor Carrier Safety Administration (FMCSA), the expert federal agency in the Department of Transportation charged with licensing, inspecting, and investigating motor carriers. *See infra* 12-18 (describing federal regime). That is why the federal scheme imposes no such responsibility on them. Brokers and shippers are instead entitled to rely on the federal government's licensing determinations when they select motor carriers. Negligent-selection claims turn that scheme on its head.

Petitioner's unlimited "safety exception" to preemption also allows states to "undo federal deregulation with regulation of their own." *Morales*

Costs-Report-DIGITAL-FINAL-1.pdf (noting $15 billion in tort costs associated with trucking industry in 2022); U.S. Chamber of Commerce Inst. for Legal Reform, *Roadblock: The Trucking Litigation Problem and How to Fix It*, at 10 (July 2023), https://instituteforlegalreform.com/wp-content/uploads/2023/07/Roadblock-The-Trucking-Litigation-Problem-and-How-to-Fix-It-FINAL-WEB.pdf (noting average verdict of $12 million in claims against freight brokers from 2015-2021).

v. Trans World Airlines, Inc., 504 U.S. 374, 378-79 (1992). The FAAAA was the culmination of Congress's decades-long effort to deregulate the transportation industries to allow for the free flow of trade and interstate commerce. *See* Resp. Br. 4-7, 18-21. The preemption provision was designed to stop states from reversing those efforts. But petitioner's interpretation permits that very thing.

For example, through FAAAA preemption, Congress sought to eliminate state laws that inhibited new entry into the motor carrier business. *See* H.R. Rep. No. 103-677, at 86-87 (Conf. Rep.). But negligent-selection claims invite state juries to effectively accomplish the same result. They can hold a broker or shipper liable for hiring a newly licensed motor carrier on the theory that a more experienced motor carrier would have been safer. *See, e.g.*, Compl. ¶¶ 26-32, *Whaley v. Amazon.com*, No. 23-cv-4317 (D.S.C. filed Aug. 28, 2023), ECF No. 1 (alleging negligence based on hiring of "new entrants" that had not yet received a safety rating from FMCSA).

Allowing such claims deters brokers and shippers from selecting new motor carriers. And again, it forces brokers and shippers to second-guess the federal government's own licensing decisions and navigate a patchwork of expansive liability across the country. That is precisely the opposite of what Congress wanted.

All of these considerations apply equally to brokers *and* shippers. This particular case involves only claims against brokers, but the same preemption questions are now regularly arising as to shippers, who are increasingly targeted by the plaintiffs' bar in litigation. *See, e.g.*, *supra* 8 n.3. The Court should clarify the law by expressly acknowledging that

shippers—as well as brokers—are protected by Section 14501(c)(1)'s preemption provision. At a minimum, the Court should avoid any language or implication that preemption is limited to claims against brokers.

II. FEDERAL PREEMPTION OF BROKER AND SHIPPER CLAIMS IS FULLY CONSISTENT WITH ROAD SAFETY

Without a viable textual argument on preemption, petitioner and his *amici* fall back to policy, claiming this case presents a stark choice between preserving all state safety regulation and "unleash[ing] havoc on the roads." Petr. Br. 40. But petitioner does not point to any proof that negligent-selection claims actually improve road safety. Moreover, Congress has left ample room for federal and state regulation to protect drivers and passengers. Preemption of state negligent-selection claims is fully consistent with protecting America's highways.

1. Congress has empowered the Department of Transportation to promote motor carrier safety and promulgate regulations concerning carriers, brokers, and shippers. This robust federal scheme places the primary legal responsibility for highway safety where it belongs—with the entities actually operating vehicles on the road.

In 1984, Congress enacted the Motor Carrier Safety Act to provide "more uniform commercial motor vehicle safety measures." Pub. L. No. 98-554, tit. II, § 203(2), 98 Stat. 2829, 2832; *see* 49 U.S.C. § 31131(b). That Act required the Department of Transportation to "issue regulations" to establish "minimum Federal safety standards for commercial motor vehicles." Pub. L. No. 98-554, § 206, 98 Stat. at

2834; *see* 49 U.S.C. § 31136(a). The Department first issued such regulations in 1988. *See* 53 Fed. Reg. 18042 (May 19, 1988). In 1995, Congress enacted the ICC Termination Act, further refining and clarifying the statutory scheme. Pub. L. No. 104-88, 109 Stat. 803 (1995).

After Congress preempted state regulation through the FAAAA, it again refined the uniform federal safety regime through the Motor Carrier Safety Improvement Act of 1999 (Improvement Act). Pub. L. No. 106-159, 113 Stat. 1748 (1999). The Improvement Act established FMCSA within the Department "to improve the administration of the Federal motor carrier safety program" and reduce truck-involved crashes. *Id.* § 4, 113 Stat. at 1749. And in 2012, Congress passed the Moving Ahead for Progress in the 21st Century Act, which included additional provisions related to registration and revocation of motor carrier and broker licenses. Pub. L. No. 112-141, 126 Stat. 405 (2012).

As it stands today, the federal scheme gives the Department of Transportation broad "jurisdiction . . . over transportation by motor carrier and the procurement of that transportation." 49 U.S.C. § 13501. At a minimum, the Department must "ensure that": (1) "commercial motor vehicles are maintained, equipped, loaded, and operated safely," (2) "the responsibilities imposed on operators of commercial motor vehicles do not impair their ability to operate the vehicles safely," and (3) operators are in good "physical condition" and have "periodic . . . examinations performed by medical examiners." *Id.* § 31136(a)(1)-(3).

The federal regime focuses primarily on motor carriers and their drivers, reflecting Congress's view

that safety regulation should be targeted at the actors directly responsible for operating motor vehicles. Motor carriers "may provide transportation" only if they are registered. *Id.* § 13901(a); *see also id.* §§ 13902, 31134. The Department may revoke the registration of a motor carrier for "willful failure to comply" with applicable laws and regulations or with any "condition of its registration." *Id.* § 13905(d)(2); *see id.* § 31134(c).

The Department must also "prescribe regulations to require minimum levels of financial responsibility sufficient to satisfy liability amounts" against motor carriers. *Id.* § 31139(b)(1). That liability insurance requirement is designed to ensure motor carriers can satisfy judgments for "bodily injury to, or death of, an individual resulting from the negligent operation, maintenance, or use of motor vehicles." *Id.* § 13906(a)(1); *see also* 49 C.F.R. § 387.1 (explaining that motor carrier insurance requirements are designed to "create additional incentives to motor carriers to maintain and operate their vehicles in a safe manner").

Federal law also empowers the Department to inspect vehicles, 49 U.S.C. § 31142, investigate violations of Department regulations, *id.* § 31143, and determine the safety fitness of vehicle operators, *id.* § 31144; *see also id.* §§ 502, 504(c)(1)-(2), 506(a). The Department has delegated its authority to FMCSA, 49 C.F.R. § 1.87, whose "primary mission is to prevent commercial motor vehicle-related fatalities and injuries." FMCSA, *About Us*, https://www.fmcsa.dot.gov/mission/about-us (last updated Dec. 12, 2013).

To that end, FMCSA regulation imposes a range of nationwide safety-related standards on motor

carriers and their drivers. These include standards for commercial motor vehicle drivers' licenses, which determine when an "employer"—*i.e.*, a motor carrier—may allow a driver to operate a commercial motor vehicle. 49 C.F.R. §§ 383.1, 383.37, 383.51(a)(2), 383.53(b)(2). To obtain a license to haul a tractor-trailer (a Class A vehicle), drivers must complete training, pass a knowledge and skills test, obtain a commercial learner's permit, undergo a medical examination, and more. *Id.* §§ 380.609, 383.23, 383.25, 383.71. The regulations also specify minimum insurance requirements that motor carriers must obtain, *id.* § 387.7, and hours-of-service restrictions, providing the maximum time a driver may be on the road, *id.* § 395.1.

The regulations also govern virtually all aspects of how motor carriers and drivers operate their vehicles, including:

- Restrictions on operating, or permitting drivers to operate, vehicles when the driver is fatigued, ill, or under the influence of drugs, and mandatory out-of-service requirements relating to drivers who drive while abusing alcohol, *id.* §§ 392.3-392.5;
- A prohibition on motor carriers scheduling runs between points that would require operating the commercial motor vehicle above the speed limit, *id.* § 392.6;
- Standards concerning inspections of motor vehicle equipment to ensure that vehicles are in "good working order," have appropriate emergency equipment, and that cargo is adequately secured, *id.* §§ 392.7(b), 392.8, 392.9;

- Detailed requirements as to where and how to approach railroad crossings, *id.* § 392.10, and how to engage in emergency stops, *id.* § 392.22; and
- Prohibitions on texting or using a hand-held phone while driving, *id.* §§ 392.80, 392.82.

As one piece of the federal scheme, FMCSA uses a rating system, called "BASICs," to "identify motor carriers with safety performance problems to prioritize them for interventions, such as warning letters or investigations." FMCSA, *Compliance + Safety + Accountability* (Aug. 2014), https://csa.fmcsa.dot.gov/Documents/Safety_Ratings_Factsheet_GRS_M.pdf. FMCSA's program uses data that is updated monthly and relates to unsafe driving, crash indicators, hours-of-service compliance, vehicle maintenance, controlled substances, hazardous materials compliance, and driver fitness. *Id.*

As to shippers and brokers, federal law imposes more limited requirements commensurate with their upstream role. Unlike motor carriers, who must carry liability insurance for death and bodily injury, brokers must carry security to cover claims for their "failure to pay freight charges under [their] contracts, agreements, or arrangements for transportation." 49 U.S.C. § 13906(b)(2)(A).[5]

Brokers are subject to registration requirements, *id.* §§ 13901, 13904, and, as with motor carriers, the Department may revoke a broker's registration for "willful failure to comply" with applicable laws and

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[5] As respondents note, these differing insurance requirements confirm that Congress did not expect brokers to be financially responsible for motor-vehicle crashes. Resp. Br. 39-41.

regulations or with any "condition of its registration," *id.* § 13905(d)(2).

Importantly, federal law makes clear that brokers (and shippers) are authorized to contract only with *licensed* motor carriers. *See*, *e.g.*, *id.* §§ 13901, 13902 (only registered motor carriers may provide transportation); 49 C.F.R. § 371.2 (defining "[b]roker" as "a person who, for compensation, arranges, or offers to arrange, the transportation of property by an *authorized* motor carrier" (emphasis added)); *id.* § 371.3 (requiring that brokers keep records including "the registration number of the carrier"). That reflects Congress's understanding that the federal government—not brokers—is chiefly responsible for deciding which motor carriers should be on the road.

Additionally, the Department must ensure that "shipper[s]" and "transportation intermediar[ies]" (like brokers) do not "coerce[]" any operator of a commercial motor vehicle to operate in violation of the regulations. 49 U.S.C. § 31136(a)(5). Shippers and brokers may not threaten "to withhold business, employment or work opportunities from, or to take or permit any adverse employment action against, a driver in order to induce the driver to operate a commercial motor vehicle under conditions" that would violate federal safety regulations. 49 C.F.R. § 390.5.

Congress has also provided the Department with authority to "obtain" from "brokers . . . information the [Department] decides is necessary." 49 U.S.C. § 13301(b). Pursuant to this authority, federal regulations require that brokers "keep a record of each transaction" with a motor carrier, 49 C.F.R. § 371.3; and provide that they must not "represent [their] operations to be that of a carrier" or "perform

any brokerage service . . . in any name other than that in which its registration is issued," *id.* § 371.7. These more limited requirements as to brokers reflect the judgment that motor carriers and their drivers are the appropriate subjects of safety regulatory authority.

The Department thus has the tools and authority to robustly regulate motor carrier safety. Compliance with federal requirements is not optional—Congress provided for significant penalties and other remedies. *See, e.g.*, 49 U.S.C. § 521(b) (civil and criminal penalties); *id.* § 13905(d) (suspension and revocation of registration); *id.* § 14910 (general civil penalty). And the Department uses those tools, conducting tens of thousands of inspections and resolving thousands of enforcement actions against carriers each year.[6]

2. The FAAAA also allows states to enforce safety regulations concerning motor vehicles pursuant to the saving clause. 49 U.S.C. § 14501(c)(2)(A); *see also id.* § 31141(a) (allowing concurrent state regulation, subject to Department of Transportation approval); 49 C.F.R. § 392.2.

Many states have expressly adopted the federal regulations concerning motor vehicles and motor carriers.[7] By doing so, states can supplement federal

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[6] *See* FMCSA, *Roadside Inspection Activity*, https://ai.fmcsa.dot.gov/EnforcementPrograms/Inspections (last visited Jan. 18, 2026); FMCSA, *Summary of Closed Enforcement Cases*, https://ai.fmcsa.dot.gov/EnforcementPrograms/EnforcementCases/Summary (last visited Jan. 18, 2026).

[7] *See, e.g.*, *State v. Beaver*, 385 P.3d 956, 959 (Mont. 2016) (explaining that Montana law requires compliance "with federal motor carrier safety . . . regulations"); *People v. Blackorby*, 586 N.E.2d 1231, 1233 (Ill. 1992) (explaining that the Illinois

enforcement authority, further ensuring that carriers comply with safety regulations. *See, e.g.*, *State v. Beaver*, 385 P.3d 956, 959 (Mont. 2016) (explaining that the Montana Department of Transportation and Montana Highway Patrol can enforce safety standards); *see also* FMCSA, *Traffic Enforcement Activity*, https://ai.fmcsa.dot.gov/EnforcementPrograms/TrafficEnforcements (last visited Jan. 20, 2026) (showing that states conduct over half a million traffic enforcement inspections each year).

In addition to these regulations, state common-law tort regimes remain applicable for claims directly against motor carriers. Unlike negligent-selection claims against brokers or shippers, negligence claims against motor carriers pertain to the operation of "motor vehicles" themselves and thus fall within the FAAAA's safety clause. Those claims provide an additional layer of safety regulation, incentivizing motor carriers to prioritize the safety of their drivers and vehicles.

3. Existing law thus ensures robust protections for road safety. Of course, there are surely ways to improve the existing regime. But finetuning the scheme is a job for Congress, FMCSA, and states operating within their FAAAA-approved sphere of authority—not this Court. Petitioner's *amici*, for example, raise questions about the level of liability insurance required for motor carriers. *See, e.g.*, Institute for Safer Trucking *Amicus Curiae* Br. 12-14.

General Assembly "adopt[ed] . . . the Federal motor carrier safety regulations into the Illinois motor carrier safety regulations of the Illinois Vehicle Code"); Cal. Veh. Code § 34520 (incorporating federal regulations for motor carrier safety).

That is an issue best addressed by direct legislative reform, which would apply uniformly to all motor carriers.

Congress has been—and continues to be—attuned to developments in the industry. As noted, Congress has enacted at least four different statutes in recent decades refining the federal scheme that governs the trucking industry. *Supra* 12-13. And Congress is also actively considering new legislation. For example, Representative John Moolenaar recently introduced a bill that would impose on freight brokers a civil penalty for contracting with motor carriers with poor safety records. *See* Patrick and Barbara Kowalski Freight Brokers Safety Act, H.R. 6884, 119th Cong. (2025). Whether or not it ultimately becomes law, the bill reflects Congress's careful attention to trucking industry safety and confirms that there are ample alternatives to ensure road safety beyond state tort suits against brokers and shippers.

* * *

Congress struck a careful balance in enacting the FAAAA. Its preemption regime allows ample space for appropriate federal and state safety regulation, without imposing negligent-selection liability on upstream brokers and shippers. This Court should respect that balance and affirm the judgment below.

CONCLUSION

This Court should affirm.

Respectfully submitted,

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