No. 24-1238

In the Supreme Court of the United States

SHAWN MONTGOMERY, PETITIONER

v.

CARIBE TRANSPORT II, LLC, ET AL.

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

BRIEF FOR THE UNITED STATES
AS AMICUS CURIAE SUPPORTING RESPONDENTS

D. JOHN SAUER
Solicitor General
Counsel of Record
BRETT A. SHUMATE
Assistant Attorney General
MALCOLM L. STEWART
Deputy Solicitor General
SOPAN JOSHI
Assistant to the Solicitor General
MICHAEL S. RAAB
JENNIFER L. UTRECHT
Attorneys
Department of Justice
Washington, D.C. 20530-0001
SupremeCtBriefs@usdoj.gov
(202) 514-2217

GREGORY ZERZAN
General Counsel
CHARLES E. ENLOE
Assistant General Counsel
ERIN D. HENDRIXSON
Senior Trial Attorney
Department of Transportation
Washington, DC 20590

REBECCA PETTIT
Chief Counsel
Federal Motor Carrier Safety Administration
Washington, DC 20590

QUESTION PRESENTED

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

TABLE OF CONTENTS

Page

Table of Contents—Continued: Page

TABLE OF AUTHORITIES

Cases:

Cases—Continued: Page

Cases—Continued: Page

Statutes and regulations:

Statutes and regulations—Continued: Page

Regulations—Continued: Page

In the Supreme Court of the United States

No. 24-1238

SHAWN MONTGOMERY, PETITIONER

v.

CARIBE TRANSPORT II, LLC, ET AL.

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

BRIEF FOR THE UNITED STATES
AS AMICUS CURIAE SUPPORTING RESPONDENTS

INTEREST OF THE UNITED STATES

This case presents the question whether a provision of the Federal Aviation Administration Authorization Act of 1994 (FAAAA or Act), Pub. L. No. 103-305, § 601(c), 108 Stat. 1606, as amended and codified at 49 U.S.C. 14501(c), preempts a state common-law tort claim against a broker for negligently selecting a motor carrier or driver whose vehicle is subsequently involved in an accident. The United States has a substantial interest in the resolution of that question. Congress enacted Section 14501(c) to prevent States from undermining federal deregulation of the prices, routes, and services of motor carriers, brokers, and freight forwarders. And although Congress preserved state safety regulatory authority over motor vehicles, it also has authorized the Department of Transportation (DOT) and its delegees,

including the Federal Motor Carrier Safety Administration (FMCSA), to regulate the safety practices of commercial motor carriers and drivers. *E.g.*, Motor Carrier Safety Act of 1984, Pub. L. No. 98-554, Tit. II, 98 Stat. 2832. The United States therefore has a substantial interest in an interpretation of Section 14501(c) that protects and appropriately balances the Act's deregulatory, pro-competitive purposes; the federal government's duties and responsibilities with respect to commercial motor vehicle safety; and the States' safety regulatory authority. In *C.H. Robinson Worldwide, Inc.* v. *Miller*, 142 S. Ct. 2866 (2022) (No. 20-1425), this Court invited the Solicitor General to express the United States' views on the same question as is presented in this case.

INTRODUCTION

This case arises out of an accident in which petitioner's tractor-trailer was struck by a vehicle owned and operated by a federally registered motor carrier that was transporting property in interstate commerce. The arrangement of such transportation, including the selection of a motor carrier, often is done by an intermediary called a "broker." 49 U.S.C. 13102(2). Invoking Illinois common law, petitioner sued (among other defendants) the broker that had arranged the transportation, alleging that the broker had failed to exercise due care in selecting the carrier and driver.

The Act establishes a general rule that a State "may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any * * * broker * * * with respect to the transportation of property." 49 U.S.C. 14501(c)(1). The Act further provides, however, that the general preemption rule in Section 14501(c)(1) "shall not re-

strict the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. 14501(c)(2)(A). The court of appeals held that the Act preempts petitioner's negligent-selection claims against the broker. While resolution of the preemption issue requires analysis of multiple strands of the statutory text, a central question here is whether the Illinois common-law rule that petitioner has invoked regulates "with respect to motor vehicles" and therefore is saved from preemption by Section 14501(c)(2)(A). See Pet. Br. 18-37.

In the United States' view, the Act preempts petitioner's claims. Read in context, Section 14501(c)(2)(A)'s reference to "the safety regulatory authority of a State with respect to motor vehicles" encompasses only those state-law rules that directly regulate the safety of motor vehicles and their operation, such as traffic-safety rules and common-law negligence claims against motor carriers and drivers. A state-law requirement that brokers exercise due care in selecting carriers or drivers lacks a sufficiently direct connection to motor vehicles to qualify under that provision.

The court of appeals' approach ensures that the phrase "with respect to motor vehicles" imposes a meaningful limit on the types of state safety regulation that Section 14501(c)(2)(A) saves from preemption. Under petitioner's reading, by contrast, Section 14501(c)(2)(A) would encompass substantially all state safety regulation that falls within Section 14501(c)(1)'s general preemption rule. Petitioner's reading thus would render the phrase "with respect to motor vehicles" largely superfluous, and it would perversely give States greater leeway to regulate interstate broker services than intrastate broker services, cf. 49 U.S.C. 14501(b) (preempting state regulation of intrastate broker rates,

routes, and services, with no safety exception). Construing the phrase "with respect to motor vehicles" to require a direct connection to the operation or maintenance of the vehicles themselves avoids those anomalies.*

The Act's preemption of petitioner's claims does not create an unwarranted safety regulatory gap. DOT and FMCSA regulate motor carriers and brokers, including by imposing rigorous safety requirements on motor carriers. See 49 U.S.C. 31136; 49 C.F.R. Pts. 300-399. And the Act does not preempt common-law safety-based claims against the motor carriers themselves. Reading the Act to preempt negligent-selection claims against brokers would simply respect the balance the Act strikes between the need for safety regulation and Congress's overall deregulatory goals.

For those and other reasons set forth below, the court of appeals' judgment should be affirmed.

STATEMENT

1. In 1978, Congress largely deregulated the domestic airline industry by enacting the Airline Deregulation Act of 1978 (ADA), Pub. L. No. 95-504, 92 Stat. 1705. "To ensure that States would not undo federal deregulation with regulation of their own," *Morales* v. *Trans*

---

* The government's brief in *C.H. Robinson Worldwide, Inc.* v. *Miller*, 142 S. Ct. 2866 (2022) (No. 20-1425), filed at the invitation of this Court, expressed the view that a state common-law rule governing a broker's selection of a motor carrier was a rule "with respect to motor vehicles," 49 U.S.C. 14501(c)(2)(A), and thus was not preempted. See U.S. Amicus Br. at 15-18, *Miller*, *supra* (No. 20-1425). The Court denied the petition for a writ of certiorari in that case. Following the change in Administration, additional intragovernmental consultation and deliberation, and further percolation of the issue in the courts of appeals, the United States has reconsidered that view.

World Airlines, Inc., 504 U.S. 374, 378 (1992), Congress included an express preemption clause that, as amended, preempts any state "law, regulation, or other provision having the force and effect of law related to a price, route, or service of any air carrier." 49 U.S.C. 41713(b)(1); see ADA § 4(a), 92 Stat. 1707-1708.

Two years later, Congress extended deregulation to the commercial trucking industry by enacting the Motor Carrier Act of 1980, Pub. L. No. 96-296, 94 Stat. 793. See *Dan's City Used Cars, Inc.* v. *Pelkey*, 569 U.S. 251, 256 (2013). Unlike the ADA, the Motor Carrier Act of 1980 did not expressly preempt state regulation. In 1994, however, Congress enacted the FAAAA, which "completed the deregulation" of the trucking industry "by expressly preempting state trucking regulation." *Ibid.* Congress found that continued state economic regulation of motor carriers "imposed an unreasonable burden on interstate commerce," "impeded the free flow" of "transportation of interstate commerce," and placed an "unreasonable cost on the American consumers." FAAAA § 601(a)(1), 108 Stat. 1605. The following year, Congress amended the Act to extend the preemption provision's scope to cover state regulation of brokers and freight forwarders. ICC Termination Act of 1995, Pub. L. No. 104-88, § 103, 109 Stat. 899.

As amended, the Act's preemption provision directs that, as a general matter, a State "may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier * * * or any motor private carrier, broker, or freight forwarder with respect to the transportation of property." 49 U.S.C. 14501(c)(1). The first part of that language "tracks the ADA's air-carrier preemption provision." *Dan's City*, 569 U.S. at 261.

This Court has recognized that the materially identical language in the two preemption provisions should be interpreted identically. See *Rowe* v. *New Hampshire Motor Transport Association*, 552 U.S. 364, 368, 370 (2008).

Congress also enacted several exceptions to the Act's preemption provision. See 49 U.S.C. 14501(c)(2)-(4). Relevant here is the "safety exception," which provides that the Act's preemption provision "shall not restrict the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. 14501(c)(2)(A); see *City of Columbus* v. *Ours Garage & Wrecker Service, Inc.*, 536 U.S. 424, 439 (2002).

2. Respondent C.H. Robinson Worldwide, Inc., is a federally registered property freight broker. In 2017, C.H. Robinson arranged for respondent Caribe Transport II, LLC, a federally registered motor carrier, to transport a shipment of goods in interstate commerce. Pet. App. 2a; see 49 U.S.C. 13102(14) (defining "motor carrier" to mean "a person providing motor vehicle transportation for compensation"). On December 7, 2017, the vehicle transporting that shipment drove onto the right shoulder of Interstate 70 in Cumberland County, Illinois, and crashed into petitioner's tractor-trailer, which was parked on the side of the road. Pet. App. 2a; J.A. 1. Petitioner suffered severe injuries. Pet. App. 12a.

Petitioner filed this diversity action for damages against the driver of the vehicle; the motor carrier and an affiliate (collectively, Caribe); and the broker and various affiliates (collectively, C.H. Robinson). Pet. App. 2a. As relevant here, petitioner alleged that C.H. Robinson had breached an Illinois common-law duty to exercise "reasonable care * * * in selecting and hiring safe interstate motor carriers to haul its loads of cargo

in interstate commerce," J.A. 22, and in "selecting and hiring commercial drivers" to haul that cargo, J.A. 25.

C.H. Robinson moved to dismiss, asserting that the Act preempts state-law negligent-selection claims against brokers. The district court initially denied the motion, J.A. 35-41, but the court subsequently granted C.H. Robinson's motion for judgment on the pleadings in light of the Seventh Circuit's intervening decision in *Ye* v. *GlobalTranz Enterprises, Inc.*, 74 F.4th 453 (2023), cert. denied, 144 S. Ct. 564 (2024), see Pet. App. 11a-15a.

The Seventh Circuit in *Ye* held that the Act preempts state common-law claims challenging a broker's selection of a motor carrier. 74 F.4th at 461-464. The court found that the phrase "with respect to motor vehicles" in the Act's safety exception, 49 U.S.C. 14501(c)(2)(A), "requires a direct connection between the potentially exempted state law and motor vehicles." *Ye*, 74 F.4th at 462. The *Ye* court concluded that the asserted connection "between a broker hiring standard and motor vehicles" was "too attenuated to be saved [from preemption] under § 14501(c)(2)(A)." *Ibid.*

3. Applying *Ye*, the court of appeals affirmed the district court's judgment in this case. Pet. App. 1a-10a.

SUMMARY OF ARGUMENT

A. Petitioner's claims fall within the general preemption rule in Section 14501(c)(1) encompassing state "provision[s] having the force and effect of law related to a price, route, or service of any * * * broker * * * with respect to the transportation of property." 49 U.S.C. 14501(c)(1). State common-law duties are provisions having the force and effect of law, as this Court already has held with respect to the parallel phrase in the ADA. A common-law duty constraining a broker's choice of a motor carrier is related to a service

of a broker because a broker's core services include "arranging for[] transportation by motor carrier," 49 U.S.C. 13102(2). Such a duty also regulates with respect to the transportation of property because the Act defines "transportation" to include "arranging for" the "movement" of property, 49 U.S.C. 13102(23)(B), which is precisely what a broker does.

Petitioner contends that the Act does not preempt personal-injury claims at all, but that contention relies on lower-court decisions interpreting an airline's "service" under the ADA to exclude peripheral operations like the storing of luggage or the handling of beverage carts. The common-law duties here, in contrast, directly relate to a broker's core service of arranging transportation by a motor carrier.

B. Petitioner's claims do not fall within the Act's "safety exception," which excludes from Section 14501(c)(1)'s preemptive scope the "safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. 14501(c)(2)(A). Although common-law duties are part of a State's regulatory authority, the limiting phrase "with respect to motor vehicles" is best read to require the common-law duty to directly concern the ownership or operation of motor vehicles. A contrary reading would render that limitation largely superfluous. And because the statute expressly preempts state regulation of *intra*state broker services without any safety exception, petitioner's expansive reading of "with respect to motor vehicles" would anomalously permit greater state regulation of interstate broker services than of purely intrastate broker services. Petitioner defends his expansive reading on the ground that a common-law rule cannot simultaneously be "with respect to the transportation of property" by a motor car-

rier and *not* be "with respect to motor vehicles." But Congress's choice of different nouns—"transportation" and "motor vehicles," respectively—as the objects of "with respect to" in the two statutory provisions provides a sufficient basis for a common-law rule to satisfy one but not the other.

It makes sense that Congress would preempt state negligent-selection claims against brokers arising out of auto accidents. Unlike a claim that a motor carrier was negligent on a particular occasion, a claim that a broker did not exercise due care in selecting a federally registered motor carrier would undermine FMCSA's determination that the motor carrier satisfied federal registration requirements, including extensive safety requirements.

C. That the Act expressly preempts petitioner's claims does not imply an unwarranted safety regulatory gap. DOT extensively regulates commercial motor vehicle safety, and FMCSA further regulates motor carriers and brokers, including by enforcing registration and financial-responsibility requirements. And the Act does not foreclose state-law negligence actions against motor carriers whose vehicles cause accidents.

ARGUMENT

A. Section 14501(c)(1)'s General Preemption Rule Encompasses State Common-Law Rules Governing A Broker's Selection Of A Motor Carrier

The Act provides that, as a general matter, a State "may not enact or enforce [1] a law, regulation, or other provision having the force and effect of law [2] related to a price, route, or service of any motor carrier * * * or any motor private carrier, broker, or freight forwarder [3] with respect to the transportation of property." 49 U.S.C. 14501(c)(1). As every court of appeals

to have addressed the issue has held, a state common-law requirement that a broker must exercise due care in selecting a motor carrier to transport property satisfies each of those conditions. See *Cox* v. *Total Quality Logistics, Inc.*, 142 F.4th 847, 852-853 (6th Cir. 2025), petition for cert. pending, No. 25-145 (filed Aug. 4, 2025); *Ye* v. *GlobalTranz Enterprises, Inc.*, 74 F.4th 453, 458-460 (7th Cir. 2023), cert. denied, 144 S. Ct. 564 (2024); *Miller* v. *C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1023-1025 (9th Cir. 2020), cert. denied, 142 S. Ct. 2866 (2022); *Aspen American Insurance Co.* v. *Landstar Ranger, Inc.*, 65 F.4th 1261, 1266-1268 (11th Cir. 2023).

1. A common-law rule is a "law, regulation, or provision having the force and effect of law" within the meaning of Section 14501(c)(1)

State common-law rules qualify as state-law "provision[s] having the force and effect of law." This Court already has held as much with respect to the ADA. In *Northwest, Inc.* v. *Ginsberg*, 572 U.S. 273 (2014), the Court "ha[d] little difficulty" concluding that a state common-law rule imposing an implied covenant of good faith and fair dealing was a "provision having the force and effect of law" within the meaning of 49 U.S.C. 41713(b)(1). *Northwest*, 572 U.S. at 281. The Court observed that "[i]t is routine to call common-law rules 'provisions,'" and that "a common-law rule clearly has 'the force and effect of law'" where it imposes "'binding standards of conduct.'" *Id.* at 281-282 (citations omitted). Here, petitioner seeks to invoke an Illinois common-law rule that requires brokers, under pain of potential damages liability, to exercise reasonable care in selecting a motor carrier to transport property.

This Court has long given the same meaning to the similarly worded preemption provisions in the ADA and the FAAAA. See, *e.g.*, *Rowe* v. *New Hampshire Motor Transport Association*, 552 U.S. 364, 370 (2008). Because the Court has construed the former provision to encompass common-law rules, it should construe the latter provision in the same manner here. Indeed, in construing preemption provisions in myriad other statutes, this Court has interpreted similar language as encompassing common-law claims. See, *e.g.*, *CSX Transportation, Inc.* v. *Easterwood*, 507 U.S. 658, 664 (1993) (Federal Railroad Safety Act); *Cipollone* v. *Liggett Group, Inc.*, 505 U.S. 504, 521 (1992) (Public Health Cigarette Smoking Act of 1969); *Pilot Life Insurance Co.* v. *Dedeaux*, 481 U.S. 41, 47 (1987) (ERISA). There is no sound reason to interpret Section 14501(c)(1) any differently.

Some States (including California) have codified much of their common law. Cf. *Miller*, 976 F.3d at 1027. A common-law rule that is subsequently codified in a statute obviously would qualify as a state "law, regulation, or provision having the force and effect of law." 49 U.S.C. 14501(c)(1). If the same language in Section 14501(c)(1) were read as *excluding un*codified common-law rules, preemption under the Act would turn on whether a state rule had been adopted by the legislature or instead had been imposed solely by the judiciary. That would defeat the Act's deregulatory and preemptive purposes because, instead of eliminating a patchwork of state regulation, it would preserve a patchwork of that patchwork.

2. A common-law rule governing a broker's selection of a motor carrier is "related to a price, route, or service" of a "broker"

a. A rule that requires brokers to exercise due care in selecting motor carriers is "related to" a broker's "service[s]." The phrase "related to" in Section 14501(c)(1) evinces a "broad pre-emptive purpose." *Morales* v. *Trans World Airlines, Inc.*, 504 U.S. 374, 383 (1992). A state law is "related to" a price, route or service of a broker if it "ha[s] a connection with, or reference to," the broker's prices, routes, or services, even if its effects are "only indirect." *Rowe*, 552 U.S. at 370 (quoting *Morales*, 504 U.S. at 384, 386) (emphasis omitted). A state law is also "related to" a broker's price, route, or service if that law has "a 'significant impact' related to Congress' deregulatory and pre-emption related objectives." *Id.* at 371 (quoting *Morales*, 504 U.S. at 390). But state laws that affect a broker's prices, routes, or services "in only a 'tenuous, remote, or peripheral manner,' such as state laws forbidding gambling," might not be preempted by the Act. *Ibid.* (quoting *Morales*, 504 U.S. at 390) (ellipsis omitted).

The Court in *Morales* held that the ADA preempted state rules governing the advertising of airline prices because such rules "quite obviously" have a "'connection with, or reference to,'" airline prices, even if they do not "actually prescrib[e] rates." 504 U.S. at 384-385, 387 (citation omitted). And the *Rowe* Court held that the Act preempted a state law requiring tobacco shippers to use carriers who provide certain specialized services because the law "creat[ed] a direct 'connection with' motor-carrier services" and impermissibly effected "a State's direct substitution of its own governmental commands for 'competitive market forces' in de-

termining (to a significant degree) the services that motor carriers will provide." 552 U.S. at 371-372 (citations omitted).

b. A state-law rule that requires a broker to exercise due care in selecting a motor carrier to transport property, and that imposes potential damages liability if a jury finds a breach of that duty, has an obvious connection with the broker's services. A broker's core service is "selling, providing, or arranging for, transportation by motor carrier." 49 U.S.C. 13102(2); see 49 C.F.R. 371.2 (defining a broker as a person who "arranges, or offers to arrange, the transportation of property by an authorized motor carrier"). A common-law rule that would impose liability on a broker for its choice of a motor carrier thus not only has a "connection with" that service; it "strikes at the core of" what a broker does, *Ye*, 74 F.4th at 459.

Petitioner asserts (Br. 46) that his claims would "allow C.H. Robinson to offer whatever prices, routes or services it chooses, as long as it does not hire negligent drivers and carriers to do so." That assertion provides no sound basis to doubt that the state-law liability rule that petitioner has invoked is "related to" a broker's "services." Petitioner could not prevail on his claims against C.H. Robinson simply by proving that Caribe and its driver acted negligently. Rather, petitioner must prove that C.H. Robinson negligently performed its *own* service of selecting an appropriate motor carrier and "arranging for" that carrier to transport property. 49 U.S.C. 13102(2); see pp. 28-29, *infra*. And the "as long as" clause in petitioner's description (Br. 46) of a broker's state-law duty is itself a substantial limitation on the pool of authorized motor carriers a broker may select—just as the law in *Rowe* limited the pool of

authorized motor carriers that tobacco shippers could utilize.

Common-law rules governing a broker's choice of a motor carrier also will have a significant effect on the broker's prices and services. Under the federal regime, a broker must select "an authorized motor carrier," 49 C.F.R. 371.2—that is, one that FMCSA already has determined satisfies rigorous safety standards designed to ensure safe motor carrier operations. See 49 C.F.R. Pt. 385, Subpts. A and D; see also 49 C.F.R. Pts. 300-399; National Association of Manufacturers Amicus Br. 10-11; pp. 30-32, *infra*. The Illinois common-law rule that petitioner invokes would require brokers to second-guess federal registration decisions and independently evaluate the safety history of the carriers they select. And brokers would be required to perform those inquiries under "a parallel regulatory regime * * * according to the varied common law mandates of myriad states." *Miller*, 976 F.3d at 1032 (Fernandez, J., concurring in part and dissenting in part). The additional costs of that monitoring are likely to be reflected in the prices that brokers charge. And some brokers (and carriers) might alter their services as a result, or even be driven from the market notwithstanding their federal authorization.

Subjecting brokers to fifty potentially different state common-law negligence standards thus would significantly impede the achievement of Congress's deregulatory objectives. "[D]ifferent juries in different States [could] reach different decisions on similar facts," *Geier* v. *American Honda Motor Co.*, 529 U.S. 861, 871 (2000), creating the "patchwork of state service-determining" regimes that the general preemption rule is designed to avoid, *Rowe*, 552 U.S. at 373. Brokers seeking to avoid

liability for their selection of motor carriers might well gravitate towards the largest, most well-established carriers, irrespective of cost or quality. The end result could be a regime characterized not by "competitive market forces," *id.* at 372 (citation omitted), but by the entrenchment of a few large carriers, practical barriers to entry by new or smaller competitors, and marketplace stagnation.

Petitioner argues (Br. 42) that his claims simply seek to correct "negative externalities" of the competitive market. But the same argument was made and rejected in *Morales*, where States attempted to defend their advertising rules as correcting "the market distortion caused by 'false' advertising." 504 U.S. at 389. However well-intentioned a state regulation might be, the Act does not permit "substitution of [the State's] own governmental commands for 'competitive market forces.'" *Rowe*, 552 U.S. at 371-372 (citation omitted).

c. Petitioner suggests (Br. 47-50) that personal-injury claims, as a class, are not covered by Section 14501(c)(1)'s general preemption rule. For that proposition, petitioner relies on the ADA's preemption provision, 49 U.S.C. 41713(b)(1), which petitioner contends (Br. 47) "does not preempt state safety-related tort claims for personal injuries caused by negligent airline operations," even though the ADA does not have a safety exception. That contention is unsound.

Petitioner overstates the scope of the implied personal-injury exception to ADA preemption that some courts of appeals have recognized. The appellate decisions that petitioner identifies as having applied such an exception generally have involved claims arising out of peripheral elements of airline operations, such as the use of beverage carts, the improper storage

of luggage, or the presence of tripping hazards. *Charas* v. *Trans World Airlines, Inc.*, 160 F.3d 1259, 1261-1262 (9th Cir. 1998) (involving all three); see *Hodges* v. *Delta Airlines, Inc.*, 44 F.3d 334, 335 (5th Cir. 1995) (en banc) (luggage); *Day* v. *SkyWest Airlines*, 45 F.4th 1181, 1182 (10th Cir. 2022) (beverage cart). Petitioner also cites inapposite cases involving employment claims, see *Watson* v. *Air Methods Corp.*, 870 F.3d 812, 814-815 (8th Cir. 2017) (en banc); *Branche* v. *Airtran Airways, Inc.*, 342 F.3d 1248, 1251-1252 (11th Cir. 2003), cert. denied, 540 U.S. 1182 (2004), and a defamation claim, see *Taj Mahal Travel, Inc.* v. *Delta Airlines, Inc.*, 164 F.3d 186, 194 (3d Cir. 1998).

Decisions finding such claims not to be preempted are best understood as resting on the view that the ADA's express preemption provision uses the term "service of an air carrier," 49 U.S.C. 41713(b)(1), "in the public utility sense" to refer to "the provision of air transportation to and from various markets at various times," but not to refer to "the pushing of beverage carts, keeping the aisles clear of stumbling blocks, the safe handling and storage of luggage, assistance to passengers in need, or like functions." *Charas*, 160 F.3d at 1266; see *Miller*, 976 F.3d at 1025. On that view, the decisions cited above do not categorically reject federal preemption of safety-related state-law claims. Rather, those decisions would simply reflect case-specific determinations that the particular claims at issue did not have a connection with or reference to the core service of providing air transportation, and were not likely to have a significant economic impact on that service. The decisions should not be read to have created an unwritten exception, governing personal-injury claims writ large, to the ADA's express preemption provision.

Petitioner's reliance (Br. 49) on the United States' amicus brief in *American Airlines, Inc.* v. *Wolens*, 513 U.S. 219 (1995), is misplaced. That brief found it "unlikely that [the ADA's preemption provision] preempts safety-related personal-injury claims relating to airline operations." U.S. Amicus Br. at 20 n.12, *Wolens*, *supra* (No. 93-1286). But the brief supported that claim by citing a neighboring ADA provision that requires carriers "to have insurance for amounts for which the carrier 'may become liable' for personal injuries and property losses 'resulting from the operation or maintenance of an aircraft.'" *Ibid.* (citation omitted); see 49 U.S.C. 41112 (current codification of provision). That provision presupposes the viability of negligence actions for at least some personal injuries arising out of aircraft operation. See *Wolens*, 513 U.S. at 231 n.7. Congress enacted an analogous provision with respect to motor carriers, 49 U.S.C. 13906(a)(1), but not with respect to brokers. That contrast undermines petitioner's assertion that negligent-selection claims *against brokers* are outside the scope of the FAAAA's preemption provision.

3. A common-law rule imposing liability on a broker who negligently selects a motor carrier involves broker services "with respect to the transportation of property"

The Illinois rule that petitioner has invoked also involves a broker's provision of services "with respect to the transportation of property." 49 U.S.C. 14501(c)(1). This Court addressed the meaning of "with respect to the transportation of property" in *Dan's City Used Cars, Inc.* v. *Pelkey*, 569 U.S. 251 (2013). That case involved a state-law claim challenging a carrier's allegedly unlawful auction sale of the plaintiff's car several

months after the car had been towed and stored. See *id.* at 258-259, 261-262.

The Court in *Dan's City* concluded that the plaintiff's "claims escape[d] preemption * * * because they [were] not 'related to' the service of a motor carrier 'with respect to the transportation of property.'" *Dan's City*, 569 U.S. at 261. The Court observed that Congress defined "'transportation'" to encompass "'services related to the movement' of property," including "'storage.'" *Ibid.* (citation omitted). The Court recognized that, by towing the plaintiff's car to the storage location, the defendant had provided a "transportation service" that "did involve the movement of property." *Id.* at 262. The Court explained, however, that this service had "ended months before the conduct on which [the plaintiff's] claims [were] based," because the plaintiff did "not object to the manner in which his car was towed or the price of the tow," but instead alleged that the subsequent sale of the vehicle violated Maine law. *Id.* at 262-263. The Court further explained that, although the statutory definition of "transportation" encompasses "[t]emporary storage of an item en route to its final destination," the defendant's "storage of [the plaintiff's] car after the towing job was done" did "not involve 'transportation' within the meaning of the federal Act" because it did not "relate[] to the movement of property." *Id.* at 262 (citing 49 U.S.C. 13102(23)(B)). The Court concluded that it "need not venture an all-purpose definition of transportation 'services' in order to conclude that state-law claims homing in on the disposal of stored vehicles fall outside § 14501(c)(1)'s preemptive compass." *Id.* at 263 (brackets omitted).

Here, as in *Dan's City*, proper application of Section 14501(c)(1) depends on close parsing of the statutory

definition of "transportation." Unlike the *Dan's City* plaintiff, however, petitioner challenges the defendant's performance of "transportation" services. As noted, Congress defined "transportation" to include "services related to th[e] movement" of property, and further defined those services to include "arranging for" that movement. 49 U.S.C. 13102(23)(B). And a broker's job includes "arranging for[] transportation by motor carrier." 49 U.S.C. 13102(2).

Thus, when C.H. Robinson selected Caribe as the carrier that would transport goods in commerce, C.H. Robinson *itself* engaged in "transportation" within the meaning of the Act. The services that petitioner claims were negligently performed thus "concern" the transportation of property. *Dan's City*, 569 U.S. at 261; see *Cox*, 142 F.4th at 853 ("The broker services implicated in this type of tort claim plainly 'concern' the transportation, or movement, of property."). Indeed, if the broker services that C.H. Robinson performed here were not "with respect to the transportation of property," 49 U.S.C. 14501(c)(1), it is difficult to see what broker services could qualify.

Petitioner observes (Br. 46-47) that his "claims do not turn on whether [the] trailer was full or empty or involved the transport of passengers or property." That is beside the point. This Court has long analyzed preemption under the ADA and FAAAA by reference to the "particularized application of a general" legal rule, not the generic rule in the abstract. *Morales*, 504 U.S. at 386; see, *e.g.*, *Wolens*, 513 U.S. at 228. In arranging for Caribe to move goods in interstate commerce, C.H. Robinson engaged in "transportation" of property within the meaning of the Act. And the vehicle that struck petitioner was engaged in such movement of

property at the time of the accident. Petitioner's specific tort claims against C.H. Robinson therefore are related to a broker's provision of a service "with respect to the transportation of property" within the meaning of Section 14501(c)(1).

B. Section 14501(c)(2)(A) Does Not Exempt From Section 14501(c)(1)'s General Preemptive Scope State Common-Law Rules Governing Brokers' Selection Of Appropriate Motor Carriers

The Act contains several exceptions to Section 14501(c)(1)'s general preemption rule. Relevant here is the safety exception, which provides that Section 14501(c)(1)'s general preemption rule "shall not restrict [1] the safety regulatory authority of a State [2] with respect to motor vehicles." 49 U.S.C. 14501(c)(2)(A). Petitioner invokes an Illinois common-law rule that requires brokers to exercise reasonable care in selecting motor carriers to move goods in commerce, and that subjects brokers to potential damages liability for harms attributable to any breach of that duty. Although enforcement of that common-law rule constitutes the exercise of Illinois's "safety regulatory authority," that rule does not regulate "with respect to motor vehicles."

1. A State's "safety regulatory authority" under Section 14501(c)(2)(A) includes the authority to adopt and enforce rules of common-law liability that are intended to enhance safety

This Court has repeatedly recognized that "state common-law duties and standards of care" are a form of "state 'regulation'" that "'is designed to be[] a potent method of governing conduct and controlling policy.'" *Kurns* v. *Railroad Friction Products Corp.*, 565 U.S. 625, 637 (2012) (citation omitted); see, *e.g.*, *Mutual*

Pharmaceutical Co. v. *Bartlett*, 570 U.S. 472, 480, 482 n.1 (2013); *Wyeth* v. *Levine*, 555 U.S. 555, 578 (2009); *San Diego Building Trades Council* v. *Garmon*, 359 U.S. 236, 239, 246-247 (1959). "State tort laws, after all, plainly intend to regulate public safety." *Virginia Uranium, Inc.* v. *Warren*, 587 U.S. 761, 774 (2019) (plurality opinion). And "[h]istorically, common law liability has formed the bedrock of state regulation." *Desiano* v. *Warner-Lambert & Co.*, 467 F.3d 85, 86 (2d Cir. 2006). Section 14501(c)(2)(A)'s reference to a State's "safety regulatory authority" is best read to incorporate that established understanding.

That straightforward reading is bolstered by related provisions of the Act. As explained above, Section 14501(c)(1)'s general preemption rule, which encompasses specified types of state "law[s], regulation[s], or other provision[s] having the force and effect of law," is best read as encompassing state common-law duties. See pp. 10-12, *supra*. Section 14501(c)(2)(A), in turn, is expressly framed as a limitation on Section 14501(c)(1)'s preemptive scope, providing that "Paragraph (1) * * * shall not restrict" the State's "regulatory authority" in the specified areas. 49 U.S.C. 14501(c)(2)(A). That framing indicates that "regulatory authority" is simply a shorthand for the "laws, regulations, or other provisions having the force and effect of law" that are subject to Section 14501(c)(1) in the first place—including therefore common-law duties.

Section 601 of the Act reinforces that conclusion. In Section 601(a), Congress declared that "certain aspects of the State *regulatory* process should be preempted," FAAAA § 601(a)(2), 108 Stat. 1605 (emphasis added); see *Dan's City*, 569 U.S. at 263, and in Section 601(c), Congress enacted the original version of what is now

Section 14501(c), FAAAA § 601(c), 108 Stat. 1606. Congress thus used the shorthand term "regulatory" to describe the full range of state "law[s], regulation[s], [and] other provision[s]," including common-law duties, that Section 14501(c)(1) preempts.

To treat state "regulatory authority" in Section 14501(c)(2)(A) as limited to the adoption of statutory or administrative rules, and as excluding state common-law duties, would produce bizarre results. Most obviously, it would produce the same anomaly discussed above with respect to the scope of Section 14501(c)(1)'s general preemption rule, causing federal preemption of some state-law duties to turn on whether particular duties were imposed by the state legislature or executive branch, on the one hand, or the state judiciary, on the other. See pp. 11-12, *supra*.

Such an interpretation also would logically imply that state common-law negligence claims against *motor carriers* would be preempted. That conclusion would be in tension with the Act's directive that a motor carrier, as a condition of federal registration, must carry insurance or provide security sufficient to cover "each final judgment against the registrant for bodily injury to, or death of, an individual resulting from the negligent operation, maintenance, or use of motor vehicles." 49 U.S.C. 13906(a)(1). As noted earlier (see p. 17, *supra*), that directive assumes that motor carriers can be subjected to personal-injury actions, which frequently arise under the common law.

2. The Illinois common-law rule that petitioner invokes does not regulate "with respect to motor vehicles"

In order to be saved from preemption under Section 14501(c)(2)(A), a State's exercise of "safety regulatory authority" must be "with respect to motor vehicles." 49

U.S.C. 14501(c)(2)(A). The Illinois common-law rule that brokers must exercise due care in selecting safe motor carriers does not satisfy that requirement, because any such duty lacks the requisite direct connection to motor vehicles.

a. Although this Court has not directly addressed the phrase "with respect to motor vehicles" in Section 14501(c)(2)(A), its decision in *Dan's City*, *supra*, provides useful guidance. Just as the phrase "with respect to the transportation of property" in Section 14501(c)(1) means "concerns the transportation of property," see *Dan's City*, 569 U.S. at 261, the term "with respect to motor vehicles" in Section 14501(c)(2)(A) should be construed to mean "concerns motor vehicles." And just as the Court in *Dan's City* looked to the statutory definition of "transportation" to determine whether the requisite connection existed, see *id.* at 261-263, the Court should look to the statutory definition of "motor vehicle" in applying the Section 14501(c)(2)(A) exception here.

Under that definition, a state common-law requirement that a broker must exercise due care in selecting a motor carrier does not "concern" motor vehicles. Congress defined "motor vehicle" as "a vehicle, machine, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in transportation, or a combination determined by the Secretary." 49 U.S.C. 13102(16). Nothing in that definition refers to or concerns the services of a broker. The brokers themselves do not own or operate any motor vehicle; nor do they provide services with motor vehicles. Instead, brokers act as intermediaries between shippers and motor carriers, see 49 U.S.C. 13102(2), and the carriers in turn provide the motor vehicles used to transport the cargo,

see 49 U.S.C. 13102(14). Accordingly, while a state common-law requirement that *motor carriers* safely operate their vehicles is an exercise of the State's authority "with respect to motor vehicles," imposition of liability on a *broker* for negligently selecting the motor carrier is too far removed from the vehicles themselves to satisfy that requirement. Cf. 49 U.S.C. 13102(9) (defining "motor vehicle safety" as protecting against accidents "because of the design, construction, or performance of a motor vehicle").

b. Three contextual clues reinforce that conclusion. First, "every state law that relates to the prices, routes, or services of a motor carrier [or] broker * * * will have at least an *indirect* relationship to motor vehicles," given that "motor vehicles are how motor carriers move property from one place to another." *Aspen American*, 65 F.4th at 1271. "Accordingly, if an indirect connection between a state law and a motor vehicle satisfied the safety exception, then the phrase 'with respect to motor vehicles' would have no meaningful operative effect." *Ibid.* Basic canons of statutory construction counsel against reading the phrase "with respect to motor vehicles" in a manner that would render that phrase superfluous.

Petitioner contends that, under his reading, the phrase "with respect to motor vehicles" would still have practical effect because it would exclude from the safety exception claims concerning transportation services like "packing," "storage," "ventilation," and "refrigeration," Pet. Br. 35 (quoting 49 U.S.C. 13102(23)), as well as claims against freight forwarders with respect to water transportation, *id.* at 35-36. That is an unlikely reading of a statute aimed at deregulating the *trucking* industry. In any event, the listed services like storage

and refrigeration are at least indirectly connected to motor vehicles, given that they refer only to those services that occur during transit. Cf. *Dan's City*, 569 U.S. at 262 (explaining that the statutory definition of "transportation" encompasses "[t]emporary storage of an item en route to its final destination," but not storage that occurs after the movement of goods is complete). Even transportation by boat may be indirectly connected to motor vehicles at the front and back ends of a maritime journey.

All of the services that petitioner describes thus would arguably fall within petitioner's expansive reading of "with respect to motor vehicles." But even if some of those services might be excluded, the Court in *Dan's City* viewed the phrase "with respect to transportation" in Section 14501(c)(1) as "massively limit[ing] the scope" of preemption. 569 U.S. at 261 (citation omitted). The phrase "with respect to motor vehicles" in Section 14501(c)(2)(A) likewise should perform at least some meaningful limiting function—not merely exclude idiosyncratic claims about boats and refrigeration.

Second, petitioner's reading of the phrase "with respect to motor vehicles" would produce an odd disparity between interstate and intrastate broker services. Section 14501(b) preempts state regulation of "intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker," 49 U.S.C. 14501(b)(1), but it does not contain a safety exception analogous to the one in Section 14501(c)(2)(A). Accordingly, if the vehicle that collided with petitioner had been engaged in purely intrastate transportation of property, petitioner's negligent-selection claims clearly would have been preempted. But it would be highly anomalous for Congress to permit greater state regulation of inter-

state broker services than of purely intrastate broker services. Reading the phrase "with respect to motor vehicles" in Section 14501(c)(2)(A) as generally excluding state-law requirements imposed on brokers avoids that anomaly. Cf. *Ye*, 74 F.4th at 461 ("Congress's decision not to write a safety exception for the broker-specific preemption provision indicates a purposeful separation between brokers and motor vehicle safety.").

Third, the distinct financial-security requirements that apply to motor carriers and brokers respectively suggest that brokers are not subject to state-law claims arising from vehicle accidents involving their selected motor carriers. A federally registered motor carrier must file with FMCSA a government-approved "bond, insurance policy, or other type of security" that is sufficient to pay "for each final judgment against the registrant for bodily injury to, or death of, an individual resulting from the negligent operation, maintenance, or use of motor vehicles." 49 U.S.C. 13906(a)(1); see 49 C.F.R. 387.301T(a). As noted, that requirement presupposes that motor carriers are subject to state laws governing the safe operation of motor vehicles, including tort liability for personal injuries resulting from those vehicles' unsafe operation.

Congress has not imposed any similar requirement on brokers. Instead, brokers must ensure sufficient security to "pay any claim * * * arising from [the broker's] failure to pay freight charges under its contracts, agreements, or arrangements for transportation." 49 U.S.C. 13906(b)(2)(A); see *Ye*, 74 F.4th at 463. That difference suggests a congressional expectation that brokers, unlike motor carriers, will not be subject to tort actions arising from the unsafe operation of motor vehicles. Petitioner asserts (Br. 34-35) that those distinct

requirements merely reflect Congress's assumption that personal-injury suits arising from motor-vehicle accidents will more commonly be brought against motor carriers than against brokers. But that explanation simply highlights the fact that brokers' core services are far removed from the ownership, maintenance, and use of the motor vehicles themselves.

c. To find preemption here, this Court must conclude both that the relevant Illinois common-law rule *does* regulate broker services "with respect to the transportation of property" under Section 14501(c)(1), and that the rule *does not* regulate "with respect to motor vehicles" under Section 14501(c)(2)(A). Petitioner contends (Br. 46) that, even if each of those propositions is defensible, the two cannot both be right. That argument lacks merit.

As explained above (see pp. 18-19, *supra*), Congress defined "transportation" to include "services related to" the movement of passengers or property, "including arranging for" such movement. 49 U.S.C. 13102(23)(B). In selecting Caribe as the carrier that would move the relevant goods, C.H. Robinson itself thus engaged in "transportation" as the statute defines that term. A state-law rule that would impose tort liability for that selection therefore regulates broker services "with respect to the transportation of property" under Section 14501(c)(1). But because C.H. Robinson's services lack a comparable direct connection to motor vehicles, that state-law rule does not regulate "with respect to motor vehicles" under Section 14501(c)(2)(A). See pp. 23-24, *supra*. Rather than creating an internal contradiction as petitioner contends, this approach gives effect to Congress's use of different nouns ("transportation" and "motor vehicles" respectively) as the objects of the

"with respect to" phrases in Section 14501(c)(1) and Section 14501(c)(2)(A).

d. It makes sense that Congress would permit negligence claims against motor carriers for personal injuries arising out of vehicle accidents, but not negligent-selection claims against brokers for their selection of unsafe motor carriers. Success on an ordinary personal-injury claim against a carrier does not necessarily impugn the carrier's services as a whole: even the best carriers may act negligently on isolated occasions. Subjecting a carrier to state-law tort liability for such a deviation will not tend to change the carrier's rates, routes, or services in ways that run counter to the Act's deregulatory goals.

A negligent-selection claim against a broker, by contrast, has broader systemic implications. An injured plaintiff could not establish negligence *on the broker's part* simply by proving that the selected motor carrier operated its vehicle unsafely on a particular occasion. Rather, to show that the broker's selection of a particular carrier was negligent, the plaintiff would be required to prove some broader pre-existing deficiency in the carrier's operations.

Under Illinois law, for example, petitioner must show that Caribe and the driver had a "particular unfitness" giving rise to a "danger of harm to third persons" that "was known or should have been known at the time of [their] hiring" by C.H. Robinson. *Van Horne* v. *Muller*, 705 N.E.2d 898, 904 (Ill. 1998), cert. denied, 528 U.S. 811 (1999); see Pet. Br. 13, 29 n.6. A judgment for petitioner on that claim would thus necessarily impugn Caribe's overall operations, thereby undermining FMCSA's determination that Caribe satisfies federal registration requirements, including rigorous safety requirements.

See pp. 30-32, *infra*. Indeed, the very existence of such a judgment likely would dissuade most risk-averse brokers from hiring Caribe in the future, threatening the latter's viability as a going concern and reducing the supply of motor carriers from the level that market forces otherwise would dictate.

3. This Court need not address respondents' additional arguments

Because petitioner's negligent-selection claims are encompassed by Section 14501(c)(1)'s general preemption rule, but do not invoke the State's regulatory authority "with respect to motor vehicles" under Section 14501(c)(2)(A), the Court can affirm the judgment below without addressing respondents' alternative arguments for preemption. Respondents contend (Br. 46-48) that the "safety regulatory authority of a State" encompasses only the preexisting authority that States possessed to regulate interstate motor transportation before Congress enacted the current federal deregulatory scheme. Cf. *Castle* v. *Hayes Freight Lines*, 348 U.S. 61, 63 (1954). Respondents further suggest (Br. 48-49) that, even if Section 14501(c) does not expressly preempt negligent-selection claims against brokers, such claims would be impliedly preempted. Cf. *Geier*, 529 U.S. at 869 (explaining that express preemption provisions do not necessarily "foreclose or limit the operation of ordinary pre-emption principles").

Those arguments raise complex issues that have not been addressed by the courts below or by any other court of appeals. Accordingly, if this Court agrees that Section 14501(c) preempts petitioner's claims on the grounds set forth in this brief, the Court need not—and therefore should not—address respondents' additional grounds for preemption. Cf. *Cutter* v. *Wilkinson*, 544

U.S. 709, 718 n.7 (2005) ("[W]e are a court of review, not of first view.").

C. Preemption Of State Common-Law Rules Governing A Broker's Selection Of A Carrier Does Not Create An Unwarranted Safety Regulatory Gap

That the Act preempts the Illinois common-law rule that petitioner invokes here does not imply that motor-carrier safety is unregulated. Congress's economic deregulation of the trucking industry has long coexisted with federal and state safety regulation of commercial motor vehicles.

Congress has tasked DOT with, among other things, "promot[ing] the safe operation of commercial motor vehicles" through "improved, more uniform commercial motor vehicle safety measures." Motor Carrier Safety Act of 1984, §§ 202, 203, 98 Stat. 2832. To that end, Congress has empowered DOT to "prescribe regulations on commercial motor vehicle safety." 49 U.S.C. 31136(a). Congress has directed that those regulations should, at a minimum, ensure that "commercial motor vehicles are maintained, equipped, loaded, and operated safety"; that the "responsibilities imposed on operators of commercial motor vehicles do not impair their ability to operate the vehicles safely"; that the physical condition of the operators is sound enough to enable them to operate the vehicles; and that the operators are not coerced to violate such safety regulations. *Ibid.* And more broadly, the federal government enforces other federal laws that could implicate safety concerns, such as laws prohibiting the unlawful hiring of aliens, see 8 U.S.C. 1324a, and laws governing motor-vehicle safety standards, see National Traffic and Motor Vehicle Safety Act of 1966, Pub. L. No. 89-563, 80 Stat. 718 (49 U.S.C. 30101

et seq.); Highway Safety Act of 1966, Pub. L. No. 89-564, 80 Stat. 731 (23 U.S.C. 401 *et seq.*).

FMCSA further regulates motor carriers and brokers by enforcing federal statutory registration and financial-responsibility requirements. Carriers generally must demonstrate that their drivers are medically fit, are properly licensed, and meet the minimum standards established by regulation. See 49 C.F.R. Pt. 391. Carriers also must implement systematic inspection, repair, and maintenance programs to ensure that their commercial motor vehicles are in safe operating condition. 49 C.F.R. 396.3(a)(1). FMCSA monitors compliance by evaluating the overall safety fitness of carriers, see 49 C.F.R. Pt. 385, and by assigning particular carriers a safety rating of "satisfactory," "conditional," or "unsatisfactory," 49 C.F.R. 385.3. FMCSA may suspend or revoke a carrier's registration for an unsatisfactory safety rating or other violation. 49 U.S.C. 13905(d) and (f).

Freight brokers engaged in interstate commerce must similarly obtain operating authority by registering with FMCSA. 49 U.S.C. 13901. FMCSA will register a broker only if it determines that the broker will "comply with this [statute] and applicable regulations." 49 U.S.C. 13904(a). One of those regulations states that a registered broker may select only "an *authorized* motor carrier," 49 C.F.R. 371.2(a) (emphasis added)—that is, a motor carrier that has active operating authority. As noted, such a motor carrier by hypothesis satisfies the financial-security and safety requirements imposed by federal law and FMCSA.

Finally, if vehicles operated by commercial motor carriers are involved in accidents despite those prophylactic prescriptive measures, the Act does not foreclose

state common-law negligence claims against the motor carriers—*i.e.*, the persons most directly responsible for accidents caused by their vehicles. And the applicable financial-responsibility requirements ensure that a successful plaintiff in such a suit will not be left without recompense. See 49 U.S.C. 13906(a)(1), 31139(b). Petitioner was able to sue the motor carrier in this case, and the carrier has tendered the maximum amount payable under its liability-insurance policy. See Pet. App. 14a. Although petitioner asserts that the tender is insufficient to cover his extensive injuries, that unfortunate case-specific circumstance does not justify a strained judicial interpretation of the Act that would permit States to regulate a broker's selection of a federally registered motor carrier.

CONCLUSION

The judgment of the court of appeals should be affirmed.

Respectfully submitted.

GREGORY ZERZAN
General Counsel
CHARLES E. ENLOE
Assistant General Counsel
ERIN D. HENDRIXSON
Senior Trial Attorney
Department of Transportation

REBECCA PETTIT
Chief Counsel
Federal Motor Carrier Safety Administration

D. JOHN SAUER
Solicitor General
BRETT A. SHUMATE
Assistant Attorney General
MALCOLM L. STEWART
Deputy Solicitor General
SOPAN JOSHI
Assistant to the Solicitor General
MICHAEL S. RAAB
JENNIFER L. UTRECHT
Attorneys

JANUARY 2026