

No. _____

In the Supreme Court of the United States

CHRISTINA CASAREZ,

Petitioner,

v.

IRIGOYEN FARMS, INC., ET AL.,

Respondents.

**ON PETITION FOR WRIT OF CERTIORARI
TO THE COURT OF APPEAL OF CALIFORNIA
FIFTH APPELLATE DISTRICT**

PETITION FOR WRIT OF CERTIORARI

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JUNE 2026

QUESTIONS PRESENTED

1. Whether the judgment below should be vacated in light of *Montgomery v. Caribe Transport II, LLC*, 608 U. S. ____ (2026), where the California courts held that the FAAAA’s safety exception does not apply unless the claim alleges the tractor-trailer itself was defective or otherwise unsafe, and that *Miller v. C. H. Robinson Worldwide, Inc.* was wrongly decided, while *Montgomery* unanimously held that common-law duties are part of a State’s safety regulatory authority and that a claim is “with respect to motor vehicles” if it concerns the vehicles used in transportation.

2. Whether 49 U.S.C. § 14501(c)(1) may be invoked by nonenumerated defendants such as shippers and receivers to preempt state wrongful-death and negligence claims arising from a fatal truck crash, even though the statute expressly names only motor carriers, motor private carriers, brokers, and freight forwarders.

3. Whether the appropriate disposition is at minimum a grant, vacate, and remand order, and whether summary reversal is warranted, where the state trial court and the published state appellate decision rest on reasoning that *Montgomery* has now squarely rejected.

PARTIES TO THE PROCEEDINGS

Petitioner, and plaintiff-appellant below, is Christina Casarez.

Respondents, and defendants-appellees below, are Irigoyen Farms, Inc., and Walmart, Inc. Walmart, Inc. is publicly listed, bearing stocker ticker symbol: WMT.

RELATED PROCEEDINGS

Superior Court of California (Fresno Cnty.):

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. 19CECG03758 (Sep. 11, 2023)
(judgment entered)

Court of Appeal of California (5th App. Dist.):

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. F086901 (Sept. 10, 2025) (opinion
affirm-ing superior court)

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. F086901 (Sept. 30, 2025) (certification
of Sept. 10, 2025 opinion for publication)

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. F086901 (Oct. 17, 2025) (rehearing
de-nied)

Supreme Court of California:

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. S293697 (Jan. 14, 2026) (discretionary
re-view denied)

Supreme Court of the United States:

Christina Casarez v. Irigoyen Farms, Inc., et al.,
No. 25A1102 (Apr. 7, 2026) (time to
petition for certiorari extended to June 13,
2026)

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The Fifth Appellate District’s opinion is reported at 114 Cal. App. 5th 873 and is reproduced in the Appendix at App. 1–19. The superior court’s summary-judgment order and tentative ruling are reproduced in the Appendix at App. 23–29.

JURISDICTION

The Fifth Appellate District’s opinion was entered on September 10, 2025. The Fifth Appellate District denied rehearing on October 17, 2025. The Supreme Court of California denied review on January 14, 2026. This Court has jurisdiction under 28 U. S. C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Supremacy Clause of the United States Constitution, Article VI, Clause 2, provides in relevant part: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof ... shall be the supreme Law of the Land” U. S. Const., Art. VI, cl. 2.

49 U. S. C. § 14501(c)(1) provides in relevant part: “[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 ... broker, or freight forwarder with respect to the transportation of property.”

49 U. S. C. § 14501(c)(2)(A) provides in relevant part:

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

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

49 U.S.C. § 13102(16) provides in relevant part: “The term ‘motor vehicle’ means a vehicle, machine, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in transportation”

STATEMENT OF THE CASE

A. Factual Background

On the evening of September 27, 2019, Olivia Mendoza was driving westbound on Mountain View Avenue in Fresno County, California, when a tractor-trailer heading northbound on Clovis Avenue ran a stop sign and struck her vehicle. Olivia Mendoza was pronounced dead at the scene. Law enforcement deemed driver Andre Hill’s extreme fatigue a contributing factor in the crash, and Hill was later charged with vehicular manslaughter. App. 2.

Before the crash, Hill had picked up a produce load at Irigoyen Farms, a Selma-area grower-shipper, for overnight delivery to Walmart’s distribution center in McCarran, Nevada — approximately 350 miles away. App. 2–3. The load was therefore an interstate trucking shipment from California to Nevada, placing this case squarely within the interstate transportation setting that figured prominently in *Montgomery*’s analysis of § 14501(c). 608 U.S. at ___ (slip op., at 2–3, 6–7). The logistics chain through which the load was

arranged proceeded as follows: Irigoyen contracted with Royal Violet Logistics to arrange shipment; Royal Violet subcontracted with SIO Logistics; SIO contracted with Gold Coast Logistics Group as the motor carrier; and Gold Coast hired Hill as an independent contractor and furnished the tractor-trailer. App. 2–3.

The record evidence bearing on the federal questions is treated as undisputed at the summary-judgment stage. Petitioner maintained that Walmart’s “onerous contractual requirements incentivized reckless conduct by motor carriers” and that Irigoyen loaded the truck and released Hill despite actual, contemporaneous knowledge that he had to travel a long distance, had to arrive within a few hours, and was “obviously already exhausted.” App. 4. Federal regulations independently prohibit coercion of drivers to violate safety rules. See 49 C. F. R. § 390.6.

B. Procedural History

Petitioner Christina Casarez — individually and as successor in interest to Olivia Mendoza’s estate — filed suit against Irigoyen Farms and Walmart for motor-vehicle negligence, general negligence, and wrongful death. App. 3–4. On appeal, petitioner clarified that the claims rested on respondents’ own direct conduct: Walmart for creating dangerous scheduling pressure through its delivery requirements, and Irigoyen for loading the truck and releasing Hill on a 350-mile overnight run despite actual, contemporaneous knowledge that he was obviously already exhausted. App. 4. Petitioner expressly disclaimed any reliance on vicarious liability for the carrier’s or broker’s acts. *Ibid.*

In May 2023, Walmart and Irigoyen each moved for summary judgment on the ground that petitioner’s negligence claims were expressly preempted by the FAAAA, 49 U.S.C. § 14501(c)(1). App. 4. The Fresno County Superior Court (Hon. Jonathan M. Skiles) granted both motions and entered judgments on September 11, 2023. App. 23–29. The trial court’s ruling stated: “The FAAAA expressly preempts negligence claims against a broker and its hirer. ... Miller, however, is distinguishable because there the party asserting preemption was the broker that had specifically selected the transportation service. Here it is the grower and retailer.” App. 27–29. The court also concluded that Miller’s application of the safety exception “has recently been rejected in a case with near-identical facts.” *Ibid.* That reference was to the Seventh Circuit’s decision in *Ye v. GlobalTranz Enterprises, Inc.*, 74 F.4th 453 (CA7 2023), the very line of authority this Court later rejected in *Montgomery*, 608 U.S. at ___ (slip op., at 4, n. 1, 7); App. 28–29.

The Fifth Appellate District affirmed in a published opinion filed September 10, 2025. App. 1–19. The Fifth Appellate District held (1) that Walmart and Irigoyen could invoke § 14501(c)(1) preemption even though neither is an enumerated motor carrier, broker, or freight forwarder, App. 13–14; and (2) that the safety exception of § 14501(c)(2)(A) did not apply because petitioner’s claims “do not purport the tractor-trailer itself was defective or otherwise unsafe,” App. 19. The court expressly found *Miller*’s rationale “deficient,” App. 15–18, adopted the “direct connection” rule of the Seventh and Eleventh Circuits — specifically *Ye* and *Aspen American Insurance Co. v. Landstar Ranger*, 65 F.4th 1261 (CA11 2023) — App. 17–

18, and concluded that crash-based negligence claims tied to driver fatigue and scheduling pressure lacked the required nexus to motor vehicles under § 14501(c)(2)(A). App. 19. *Montgomery* later identified *Ye* and *Aspen* as the contrary side of the circuit split and rejected their approach. 608 U. S. at ____ (slip op., at 4, n. 1, 6–7).

Petitioner sought rehearing on October 15, 2025, arguing material legal error in the safety-exception analysis. The Fifth Appellate District denied rehearing on October 17, 2025. App. 22. On November 10, 2025, petitioner sought review in the Supreme Court of California. The Supreme Court of California denied review on January 14, 2026. App. 21.

On May 14, 2026, this Court decided *Montgomery v. Caribe Transport II, LLC*, 608 U. S. ____ (2026), unanimously holding that common-law duties are part of a State’s safety regulatory authority and that a negligent-selection claim against a broker falls within the FAAAA safety exception because such a claim “concerns motor vehicles — most obviously, the trucks that will transport the goods.”

REASONS FOR GRANTING THE PETITION

I. A GVR is the minimum appropriate remedy because *Montgomery* squarely rejects the reasoning of both California courts

This is a textbook candidate for a grant, vacate, and remand order. The shipment here was an interstate trucking load from California to Nevada, so the case arises in the same interstate-transportation setting that *Montgomery* treated as central to the structure of § 14501(c), including the contrast between interstate preemption in subsection (c) and intrastate

preemption in subsection (b). 608 U. S. at ___ (slip op., 2–3, 6–7; KAVANAUGH, J., concurring, slip op., 2–4). This case is an especially clean candidate for summary disposition because the interstate nature of the shipment is undisputed and both lower courts expressly relied on the now-rejected *Ye/Aspen* line of reasoning. The trial court expressly distinguished *Miller* because the defendants here were “the grower and retailer” rather than the broker, and the Fifth Appellate District doubled down by holding that the safety exception applies only when the truck itself is alleged to be defective or otherwise unsafe. App. 27–29, 19.

Montgomery rejects each premise on which the California courts relied. First, the Court unanimously holds that common-law duties and standards of care are part of a State’s authority to regulate safety. 608 U. S. at ___ (slip op., 4). Second, the Court holds that a claim is “with respect to motor vehicles” if it *concerns* the vehicles used in transportation — not only when it targets a mechanical defect or the truck’s physical condition. *Id.* at 5. Third, it applies that reasoning to an upstream actor — a broker — because the negligent-selection claim concerns which trucks and drivers are put on the road. *Ibid.* Fourth, it rejects the reasoning of the cases the California courts followed: *Montgomery* expressly identified *Ye* and *Aspen* as the contrary authorities and rejected their narrow approach. *Id.* at 4 n. 1, 6–7.

That is enough to require vacatur and remand. The published California decision rested on a legal framework this Court has now repudiated, and the Supreme Court of California denied review before *Montgomery* issued. A GVR would allow the California courts to

reconsider preemption and the safety exception under the governing standard.

**II. Summary reversal is also warranted
because the conflict is not merely arguable;
it is direct and outcome-determinative**

The decision below did not merely fail to anticipate *Montgomery* in the abstract. It affirmatively rested on authorities and reasoning that *Montgomery* later disapproved. The Fifth Appellate District criticized *Miller* for treating “with respect to motor vehicles” broadly enough to encompass crash-based negligence claims, insisted that such a reading would cause the safety exception to swallow preemption, and held that claims based on dangerous scheduling pressure and knowingly releasing an exhausted driver were outside the exception because the tractor-trailer itself was not alleged to be defective. App. 15–19. In doing so, the Court of Appeal relied on *Aspen* and *Ye*; the trial court likewise relied on the then-recent Seventh Circuit line rejecting *Miller*. App. 28–29, 15–19.

Montgomery rejected each of those propositions step by step, and in doing so specifically disavowed the very contrary authorities on which the California courts relied.

On the “swallowing preemption” argument, the Court explained that the safety exception “saves only a subset of preempted claims — those involving regulations concerning motor vehicle safety,” so that “[s]tate laws related to motor carrier prices, routes, and services that have no relationship to safety remain preempted.” 608 U.S. at ____ (slip op., 6). A broader reading of the safety exception therefore does not swallow the preemption clause.

On the meaning of “with respect to motor vehicles,” this Court held the phrase means “concerns” the vehicles used in transportation, following the same interpretation applied in *Dans City Used Cars, Inc. v. Pelkey*, 569 U. S. 251, 261 (2013). 608 U. S. at ____ (slip op., 5). This Court rejected the Seventh and Eleventh Circuit “direct connection” rule that the Fifth Appellate District adopted here. *Ibid.*

On upstream actors, this Court applied its holding to C. H. Robinson — a broker that did not own the truck or employ the driver — because “[r]equiring C. H. Robinson to exercise ordinary care in selecting a carrier therefore concerns motor vehicles — most obviously, the trucks that will transport the goods.” *Ibid.* If negligent selection of an unsafe carrier concerns motor vehicles, then knowingly releasing an obviously exhausted driver on a 350-mile overnight run under time pressure necessarily concerns motor vehicles as well. The lower courts’ equipment-defect rule cannot be reconciled with *Montgomery*’s reasoning or result.

Summary reversal is especially appropriate because the error is purely legal, the material facts are fixed by the summary-judgment posture, and the judgment rests entirely on preemption. The lower courts did not identify any adequate and independent state ground for affirmance. To the contrary, the Fifth Appellate District expressly stated, “In light of our disposition, we need not address other arguments raised by the parties.” App. 19. The judgment therefore stands on one basis only: a federal preemption ruling that *Montgomery* has now foreclosed.

The case below is analytically stronger than *Montgomery* in one critical respect: the claims here go beyond negligent *selection* of a carrier. The defendants

are alleged to have had contemporaneous, first-hand knowledge of the very safety hazard that caused the crash — observing Hill’s visible exhaustion at the loading dock — yet released a loaded tractor-trailer for an overnight 350-mile run under delivery-deadline pressure. If a broker’s failure to vet a carrier’s safety record concerns motor vehicles, the direct physical observation of an impaired driver and the creation of pressure that foreseeably contributes to fatigue-related highway fatalities concerns motor vehicles *a fortiori*.

**III. The separate question whether
nonenumerated shippers and receivers
may invoke § 14501(c)(1) reinforces the
need for plenary review if the Court
declines summary disposition**

Beyond the safety-exception error, the Fifth Appellate District held that Walmart and Irigoyen could invoke § 14501(c)(1) preemption even though that statute expressly names only motor carriers, motor private carriers, brokers, and freight forwarders. It reasoned that “[n]othing in the language suggests a beneficiary of the preemption clause must itself be a motor carrier, broker, or freight forwarder.” App. 13–14.

That holding extends a federal preemption defense to categories of actors Congress chose not to enumerate. Congress carefully named the covered entities in § 14501(c)(1) and omitted shippers and consignees while separately preserving States’ safety authority in § 14501(c)(2)(A). The Fifth Appellate District’s extension by implication contravenes the canon that courts should not expand statutory lists beyond their textual terms. See *Dans City*, 569 U. S. at 260–262; *Morales v.*

Trans World Airlines, Inc., 504 U.S. 374, 383–384 (1992).

The practical stakes are substantial. Modern freight supply chains routinely involve retailers, manufacturers, and agricultural shippers who dictate delivery schedules and operational conditions without being enumerated entities under § 14501(c)(1). The decision below creates a broad federal immunity for those actors in any negligence case arising from a truck crash. That ruling warrants independent plenary review if the Court concludes the safety-exception error can be corrected only by remand rather than summary reversal.

IV. This case is an unusually clean vehicle for review.

The petition arises from a published appellate decision that was denied review by the state’s highest court. App. 20–21. The federal questions were preserved, pressed at every level, and expressly decided. App. 13–19, 26–29. The summary-judgment posture fixes the material facts and no vehicle problems tied to factual development exist. The judgments rest solely on FAAAA preemption; duty, breach, and causation were not reached. App. 19.

Respondents Walmart and Irigoyen themselves conceded below that they were not acting as brokers — Walmart acknowledged its role as a purchaser-consignee, and Irigoyen acknowledged it used an independent broker to arrange shipment. That concession sharpens both federal questions: the defendants are unambiguously nonenumerated entities who invoked preemption on behalf of broker and carrier services they did not provide, and they did so in connection

with an interstate California-to-Nevada load while their employees were directly observing the safety hazard that would cause the fatal crash.

* * *

For the foregoing reasons, the petition for a writ of certiorari should be granted. At minimum, this Court should grant the petition, vacate the judgment below, and remand for further consideration in light of *Montgomery v. Caribe Transport II, LLC*, 608 U.S. ____ (2026). Because the reasoning of both the trial court and the Fifth Appellate District is squarely incompatible with *Montgomery*, summary reversal is also warranted.

CONCLUSION

This Court should grant certiorari.

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JUNE 2026

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Appendix A

[Filed: Sep. 10, 2025]

NOT TO BE PUBLISHED
IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF
THE STATE OF CALIFORNIA

FIFTH APPELLATE DISTRICT

CHRISTINA CASAREZ,

Plaintiff and Appellant,

v.

IRIGOYEN FARMS, INC. et al.,

Defendants and Respondents.

F086901

(Super. Ct. No.
19CECG03758)

OPINION

APPEAL from a judgment of the Superior Court of Fresno County. Jonathan M. Skiles, Judge.

Law Office of Kevin G. Little and Kevin Gerard Little for Plaintiff and Appellant.

Hugo Parker, Edward R. Hugo, Bina Ghanaat, and Alex G. Taheri for Defendant and Respondent Irigoyen Farms, Inc.

Frost Brown Todd, Kevin C. Schiferl, Stephanie V. McGowan; Murchison & Cumming, Kasey C. Townsend and Gina E. Och for Defendant and Respondent Walmart Inc.

-ooOoo-

Plaintiff Christina Casarez appeals from September 11, 2023 judgments of the Fresno County Superior Court entered after orders granting summary judgment in favor of defendants Irigoyen Farms, Inc. (Irigoyen Farms) and Walmart Inc. (Walmart). The

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superior court concluded Casarez’s negligence claims were preempted by the Federal Aviation Administration Authorization Act of 1994 (Pub.L. No. 103-305 (Aug. 23, 1994) 108 Stat. 1569) (FAAAA). We agree and affirm the judgments.

FACTUAL AND PROCEDURAL HISTORY

I. Undisputed facts¹

a. Accident

On the evening of September 27, 2019, Olivia Mendoza was driving westbound on Mountain View Avenue when a tractor trailer heading northbound on Clovis Avenue ran a stop sign and collided with her vehicle. Olivia² was pronounced dead at the scene. Before the accident, Andre Hill—the driver of the tractor trailer—picked up a load of produce from Irigoyen Farms for delivery to Walmart’s distribution center in McCarran, Nevada. His “extreme fatigue” was deemed by law enforcement to have been a factor in the crash. Hill was subsequently charged with vehicular manslaughter.

¹ This part is based on the separate statements in the record. (See Code Civ. Proc., § 437c, subd. (b)(1), (3); see also *North Coast Business Park v. Nielsen Construction Co.* (1993) 17 Cal.App.4th 22, 30–31 [“[A]ll material facts must be set forth in the separate statement. ‘This is the Golden Rule of Summary Adjudication: if it is not set forth in the separate statement, *it does not exist.*’” “[.] We also consider as part of the record evidence to which objections were made but overruled. (See Code Civ. Proc., § 437c, subd. (c).)]

² To avoid confusion, we identify individuals who share the same surname by their first names. No disrespect is intended.

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b. *Additional background*

Irigoyen Farms, a family farm based in Selma, produces over 30 varieties of fresh vegetables and supplies fresh produce to its customers. One such purchaser is Walmart.

Irigoyen Farms typically contracts with a freight broker to ship its produce. Prior to the aforementioned accident: (1) Irigoyen Farms contracted with Royal Violet Logistics, LLC (Royal Violet) to “arrange for the delivery of the subject load”; (2) Royal Violet contracted with SIO Logistics LLC (SIO) to “hire a motor carrier for the subject load”; (3) SIO contracted with Gold Coast Logistics Group (Gold Coast) “to act as the motor carrier of the subject load”; and (4) Gold Coast hired Hill as an independent contractor and provided him with the tractor trailer involved in the collision.

II. Operative complaint

Casarez—individually and on behalf of her daughter Olivia’s estate—filed a lawsuit against Irigoyen Farms and Walmart, among others.³ In her complaint, she raised three causes of action: (1) motor vehicle negligence; (2) general negligence; and (3) wrongful death. Casarez alleged Irigoyen Farms and/or Walmart owned or otherwise controlled the

³ Casarez joined Jaime Mendoza—Olivia’s father—as a defendant under Code of Civil Procedure section 382. “A party who is joined in a wrongful death action as a defendant under [Code of Civil Procedure] section 382 is only nominally a defendant. In reality, he is a plaintiff [citations].” (*Estate of Kuebler v. Superior Court* (1978) 81 Cal.App.3d 500, 503–504.) Jaime filed a cross-complaint and opposed defendants’ summary judgment motions, which likely explains why the record sometimes refers to multiple plaintiffs. Jaime is not a party to this appeal.

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tractor trailer; employed and entrusted the tractor trailer to Hill; negligently failed to train and supervise Hill; and negligently failed to maintain and repair the tractor trailer.

Later, in appellant’s opening brief, Casarez clarified she was suing Irigoyen Farms and Walmart “for *their* actions and *their* failures to comply with the industry standards applicable specifically to *them*, not vicariously for the acts of the motor carrier or broker, or for the broker’s negligent hiring of the motor carrier.” Specifically, she “sued Walmart because its onerous contractual requirements incentivized reckless conduct by motor carriers” and “sued Irigoyen Farms because, through its employees, it loaded its product on the truck driven by . . . Hill and sent him on his way despite actual, contemporaneous knowledge he had a long distance to travel, had to be there within just a few hours, yet was obviously already exhausted.”

III. Summary judgment motions

In May 2023, Irigoyen Farms and Walmart each filed a motion for summary judgment. Both argued—among other things—the FAAAA preempted Casarez’s claims. In her opposition to these motions, Casarez asserted the FAAAA did not apply because (1) “the FAAAA only preempts state laws that relate to motor carriers, brokers, and freight forwarders” and “neither Walmart nor Irigoyen Farms is a motor carrier or a transportation broker”; and (2) “the FAAAA does not preempt state law personal injury claims” that are subject to its “safety regulation exception.” In support of the latter, Casarez cited *Miller v. C.H. Robinson Worldwide, Inc.* (9th Cir. 2020) 976 F.3d 1016 (*Miller*).

IV. Ruling

Following an August 9, 2023 hearing, the superior court adopted its tentative ruling, which granted defendants' motions for summary judgment. The ruling read in part:

“The [FAAAA] expressly preempts negligence claims against a broker and its hirer. [Citation.] [¶] It is undisputed that the products onboard the truck were being shipped from the grower (Irigoyen Farms . . .) to the retailer (Walmart . . .). [Citation.] It is also undisputed that such a shipment is typically arranged through a freight broker. [Citation.] Therefore, the burden shifts to plaintiffs to show that preemption does not apply. [Citation.]

“Plaintiffs rely on *Miller*[, *supra*,] 976 F.3d 1016 for the proposition that the FAAAA does not preempt state law personal injury claims under the safety regulation exception. [Citation.] *Miller*, however, is distinguishable because there the party asserting preemption was the broker that had specifically selected the transportation service. [Citation.] Here it is the grower and retailer. Furthermore, the entity [in *Miller*] in the analogous remote role of the moving parties here was dismissed from the proceeding altogether. [Citation.] In addition, *Miller*'s application of the safety [regulation] exception has recently been rejected in a case with near-identical facts. [Citation.] Consequently, plaintiffs have failed to meet their burden to

show their claim is not preempted under federal law as to moving defendants Walmart and Irigoyen [Farms].”

DISCUSSION

I. Overview of legal principles

a. Summary judgment law

“A party may move for summary judgment in an action or proceeding if it is contended that the action has no merit or that there is no defense to the action or proceeding.” (Code Civ. Proc.,⁴ § 437c, subd. (a)(1).) Summary judgment “provide[s] courts with a mechanism to cut through the parties’ pleadings in order to determine whether, despite their allegations, trial is in fact necessary to resolve their dispute.” (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843 (*Aguilar*); see *Lee v. Marchetti* (1970) 4 Cal.App.3d 97, 99 [“The salient philosophy behind this procedural device is to provide a method for the prompt disposition of actions and proceedings which have no merit and in which there is no triable material issue of fact” (italics omitted)].)

A motion for summary judgment “shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. In determining if the papers show that there is no triable issue as to any material fact, the court shall consider all of the evidence set forth in the papers, except the evidence to which objections have been made and

⁴ Unless otherwise indicated, subsequent statutory citations refer to the Code of Civil Procedure.

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sustained by the court, and all inferences reasonably deducible from the evidence, except summary judgment shall not be granted by the court based on inferences reasonably deducible from the evidence if contradicted by other inferences or evidence that raise a triable issue as to any material fact.” (§ 437c, subd. (c).)

A defendant seeking summary judgment bears an initial burden to produce evidence demonstrating either one or more elements of the cause of action cannot be established or there is a complete defense to that cause of action. (§ 437c, subd. (p)(2); *Aguilar, supra*, 25 Cal.4th at pp. 849–850, 854–855.) “The burden on a defendant moving for summary judgment based upon the assertion of an affirmative defense is heavier than the burden to show one or more elements of the plaintiff’s cause of action cannot be established.” (*Anderson v. Metalclad Insulation Corp.* (1999) 72 Cal.App.4th 284, 289.) “Instead of merely submitting evidence to negate a single element of the plaintiff’s cause of action, . . . ‘the defendant has the initial burden to show that undisputed facts support each element of the affirmative defense’ [citations].” (*Ibid.*, italics omitted; see *Kids’ Universe v. In2Labs* (2002) 95 Cal.App.4th 870, 878–879 [preponderance of the evidence standard of proof].)

If the defendant makes a prima facie showing, then the burden of production “shifts to the plaintiff . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto.” (§ 437c, subd. (p)(2).) Specifically, where the defendant raises an affirmative defense, “the burden shifts to the plaintiff to show there is one or more triable issues of material fact regarding the defense after the

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defendant meets the burden of establishing all the elements of the affirmative defense.” (*Jessen v. Mentor Corp.* (2008) 158 Cal.App.4th 1480, 1484; see *Vahle v. Barwick* (2001) 93 Cal.App.4th 1323, 1328 [“The plaintiff need not produce any evidence until the defendant has established every element of his or her defense.”].) “The plaintiff . . . shall not rely upon the allegations or denials of its pleadings to show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to the cause of action or a defense thereto.” (§ 437c, subd. (p)(2); accord, *Aguilar, supra*, 25 Cal.4th at p. 849.) “There is a triable issue of material fact if, and only if, the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof.” (*Aguilar, supra*, at p. 850, fn. omitted.)

“[F]rom commencement to conclusion, the party moving for summary judgment bears the burden of persuasion⁵ that there is no triable issue of material fact and that he is entitled to judgment as a matter of law.” (*Aguilar, supra*, 25 Cal.4th at p. 850, fn. omitted.)

b. *Federal preemption*

“The supremacy clause of the United States Constitution establishes that federal law ‘shall be the supreme law of the land . . . , any thing in the Constitution or laws of any state to the contrary

⁵ Whereas a burden of production entails only the presentation of evidence, a burden of persuasion entails the establishment of a requisite degree of belief by way of such evidence. (*Aguilar, supra*, 25 Cal.4th at p. 850.)

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notwithstanding.’ [Citation.] Consequently, the supremacy clause vests Congress with the power to preempt state laws. ‘Congress may exercise that power by enacting an express preemption provision, or courts may infer preemption under one or more of three implied preemption doctrines: conflict, obstacle, or field preemption.’ [Citations.] Express preemption occurs when Congress defines the extent to which its enactments preempt state law. [Citation.] Conflict preemption is found when it is impossible to comply with both state and federal law simultaneously. [Citation.] Obstacle preemption occurs when state law stands as an obstacle to the full accomplishment and execution of congressional objectives. [Citation.] Field preemption applies when federal regulation is comprehensive and leaves no room for state regulation. [Citation.]” (*People ex rel. Harris v. Pac Anchor Transportation, Inc.* (2014) 59 Cal.4th 772, 777–778.)

Where a plaintiff’s claims are federally preempted, summary judgment is appropriate. (*Jessen v. Mentor Corp.*, *supra*, 158 Cal.App.4th at p. 1485; *Armstrong v. Optical Radiation Corp.* (1996) 50 Cal.App.4th 580, 584–585; *Scott v. CIBA Vision Corp.* (1995) 38 Cal.App.4th 307, 313.)

c. FAAAA

Under the FAAAA, 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 . . . , broker, or freight forwarder with respect to the transportation of property.” (49 U.S.C. § 14501(c)(1); see *Scott v. CIBA Vision Corp.*, *supra*, 38 Cal.App.4th at p. 314 [“When Congress has

considered the issue of preemption and has included in the enacted legislation a provision expressly addressing that issue, there is no need to engage in an analysis of implied preemption principles.”].) The following words are explicitly defined by statute:

“The term ‘motor carrier’ means a person providing motor vehicle transportation for compensation.” (49 U.S.C. § 13102(14).)

“The term ‘broker’ means a person, other than a motor carrier or an employee or agent of a motor carrier, 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.” (49 U.S.C. § 13102(2).)

“The term ‘freight forwarder’ means a person holding itself out to the general public (other than as a pipeline, rail, motor, or water carrier) to provide transportation of property for compensation and in the ordinary course of its business— [¶] (A) assembles and consolidates, or provides for assembling or consolidating, shipments and performs or provides for break-bulk and distribution operations of the shipments; [¶] (B) assumes responsibility for the transportation from the place of receipt to the place of destination; and [¶] (C) uses for any part of the transportation a carrier subject to jurisdiction under this subtitle.” (49 U.S.C. § 13102(8).)

“The term ‘transportation’ includes— [¶] (A) a motor vehicle, vessel, warehouse, wharf, pier, dock, yard, property, facility, instrumentality, or equipment of any kind related to the movement of passengers or property, or both, regardless of ownership or an agreement concerning use; and [¶] (B) services related to

that movement, including arranging for, receipt, delivery, elevation, transfer in transit, refrigeration, icing, ventilation, storage, handling, packing, unpacking, and interchange of passengers and property.” (49 U.S.C. § 13102(23).)

On the other hand, the meanings of certain phrases have been established by the United States Supreme Court:

The phrase “law, regulation, or other provision having the force and effect of law” “comfortably” includes “state common-law rules.” (*Northwest, Inc. v. Ginsberg* (2014) 572 U.S. 273, 281–282, citing 49 U.S.C. § 41713(b)(1).)

The phrase “related to” “embraces state laws ‘having a connection with or reference to’ carrier ‘ ‘rates, routes, or services,’ ’ whether directly or indirectly. [Citation.]” (*Dan’s City Used Cars, Inc. v. Pelkey* (2013) 569 U.S. 251, 260 (*Pelkey*); see *Morales v. Trans World Airlines, Inc.* (1992) 504 U.S. 374, 383 [“The ordinary meaning of [‘relating to’] is a broad one . . . and the words thus express a broad pre-emptive purpose.”].)

The phrase “with respect to” “ ‘massively limits the scope of preemption’ ordered by the FAAAA. [Citation.]” (*Pelkey, supra*, 569 U.S. at p. 261, fn. omitted.) “[F]or purposes of FAAAA preemption, it is not sufficient that a state law relates to the ‘price, route, or service’ of a motor carrier in any capacity; the law must also concern a motor carrier’s ‘transportation of property.’ [Citation.]” (*Ibid.*)

The FAAAA “exempts certain measures from its preemptive scope” (*Pelkey, supra*, 569 U.S. at p. 256.) For instance, 49 United States Code section 14501(c)(2)(A) reads in part:

“[Paragraph (1)] shall not restrict *the safety regulatory authority of a State with respect to motor vehicles*, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo, or the authority of a State to regulate motor carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization” (Italics added.)

“The term ‘motor vehicle’ means a vehicle, machine, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in transportation” (49 U.S.C. § 13102(16).)

II. Standard of review

We review de novo “the trial court’s grant of summary judgment on purely legal issues such as federal preemption” (*Valencia v. SCIS Air Security Corp.* (2015) 241 Cal.App.4th 377, 383) as well as “[q]uestions of statutory interpretation . . . and the applicability of a statutory standard to undisputed facts” (*California State University, Fresno Assn., Inc. v. County of Fresno* (2017) 9 Cal.App.5th 250, 265 (*Cal. State Fresno*)).

III. Analysis

a. The FAAAA preempts plaintiff’s negligence claims against defendants

In granting the summary judgment motions, the superior court concluded Casarez’s negligence claims were preempted by the FAAAA. On appeal, Casarez

contends the FAAAA does not apply for two reasons. First, the preemption clause identifies “motor carrier[s], “broker[s], and “freight forwarder[s]” (49 U.S.C. § 14501(c)(1)), not “shippers” and “receivers” like Irigoyen Farms and Walmart, respectively. Second, Irigoyen Farms and Walmart “are [being] sued for direct negligence rather than the negligence of others.” (Boldface & capitalization omitted.) Neither contention is persuasive.

“ ‘In ascertaining the meaning of a statute, we look to the [legislative] intent . . . as expressed by the actual words of the statute’ [citation], ‘giving them a plain and commonsense meaning’ [citation].” (*Cal. State Fresno, supra*, 9 Cal.App.5th at p. 266.) “ ‘If there is no ambiguity in the language, we presume the Legislature meant what it said and the plain meaning of the statute governs.’ [Citation.]” (*Ibid.*) Here, the express language of the FAAAA is unequivocal: 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 . . . , broker, or freight forwarder with respect to the transportation of property.” (49 U.S.C. § 14501(c)(1).) Nothing in the language suggests a beneficiary of the preemption clause must itself be a motor carrier, broker, or freight forwarder. (See, e.g., *Creagan v. Wal-Mart Transportation, LLC* (N.D. Ohio 2018) 354 F.Supp.3d 808, 813, fn. 6 [FAAAA preempted claim against shipper].) Nothing in the language suggests preemption is limited to claims of vicarious liability. Instead, the FAAAA applies so long as the claim “(1) derives from the enactment or enforcement of state law and (2) relates to [the] prices, routes, or services [of a motor carrier, broker, or

freight forwarder] with respect to the transportation of property.” (*People ex rel. Harris v. Pac Anchor Transportation, Inc.*, *supra*, 59 Cal.4th at p. 782.) “‘When statutory language is clear and unambiguous there is no need for construction, and we will not indulge in it.’ [Citations.]” (*Cal. State Fresno*, *supra*, at p. 266.) “‘We will not speculate that [Congress] meant something other than what it said. Nor will we rewrite a statute to posit an unexpressed intent.’ [Citations.]” (*Ibid.*)

Undisputed facts demonstrate Casarez’s negligence claims against Irigoyen Farms and Walmart are derived from “law[s], regulation[s], or other provision[s] having the force and effect of law” (see *Northwest, Inc. v. Ginsberg*, *supra*, 572 U.S. at p. 282 [“It is routine to call common-law rules ‘provisions.’ ”]) and ultimately deal with Hill’s driving while en route to Walmart’s distribution center to deliver Irigoyen’s produce (see *Pelkey*, *supra*, 569 U.S. at p. 261 [claim must “concern a motor carrier’s ‘transportation of property’ ”]). Therefore, the FAAAA preempts these claims.

b. *The FAAAA’s safety exception does not apply in the instant case*

On appeal, Casarez reiterates the FAAAA’s safety exception under 49 United States Code section 14501(c)(2)(A) exempts state law personal injury claims from preemption. She primarily relies on *Miller*, *supra*, 976 F.3d 1016 for this proposition. In that case, the plaintiff was seriously injured in a collision with a tractor trailer that was transporting goods for a warehouse club. (*Miller*, *supra*, at p. 1020.) He sued the freight broker that arranged for the transportation, alleging the broker “negligently selected an

unsafe motor carrier.” (*Ibid.*) The federal district court found the plaintiff’s claim was preempted by the FAAAA and did not “fall within the exception for ‘the safety regulatory authority of a State with respect to motor vehicles.’ ” (*Miller*, at p. 1020.) While the Ninth Circuit Court of Appeals agreed the claim was sufficiently “related to” broker services, which is within the ambit of the preemption clause (see *id.* at pp. 1021–1025), it concluded the district court “erred in holding that the safety exception does not apply” (*id.* at p. 1020). Examining the phrase “with respect to motor vehicles” (49 U.S.C. § 14501(c)(2)(A)), the circuit court understood “‘with respect to’ ” as being synonymous with “‘relat[ed] to.’ ” (*Miller, supra*, at p. 1030.) Hence, to successfully invoke the safety exception, a claim need only “‘hav[e] a connection with’ motor vehicles,’ whether directly or indirectly. [Citation.]” (*Ibid.*, fn. omitted.) The Ninth Circuit held “negligence claims against brokers, to the extent that they arise out of motor vehicle accidents, have the requisite ‘connection with’ motor vehicles” and are covered by the safety exception. (*Id.* at p. 1031.)

At the outset, we point out “[f]ederal decisions may be persuasive, but California courts are not bound by the decisions of the lower federal courts.” (*Santa Ynez Band of Chumash Mission Indians v. Lexington Ins. Co.* (2023) 90 Cal.App.5th 1064, 1071, citing *People v. Bradley* (1969) 1 Cal.3d 80, 86; accord, *Raven v. Deukmejian* (1990) 52 Cal.3d 336, 352.) We have no obligation to follow *Miller*. Moreover, we find *Miller*’s rationale deficient. First, the Ninth Circuit apparently believed the preemptive scope of the FAAAA was first “tempered by ‘the presumption that Congress does not intend to supplant state law,’ ”

particularly in areas of traditional state regulation.” (*Miller, supra*, 976 F.3d at p. 1021.) However, “[i]f a statute ‘contains an express pre-emption clause, our “task of statutory construction must in the first instance focus on the plain wording of the clause, which necessarily contains the best evidence of Congress’ pre-emptive intent.” ’ [Citations.]” (*Brown v. Mortensen* (2011) 51 Cal.4th 1052, 1060; accord, *Puerto Rico v. Franklin Cal. Tax-Free Trust* (2016) 579 U.S. 115, 125.) “The presumption against preemption does not apply when there is an express preemption clause” (*Assur. Wireless USA, L.P. v. Reynolds* (9th Cir. 2024) 100 F.4th 1024, 1032, fn. 4; see *R.J. Reynolds Tobacco Co. v. County of Los Angeles* (9th Cir. 2022) 29 F.4th 542, 553, fn. 6 [*Miller* mistakenly relied on presumption against preemption when evaluating express preemption clause].)

Second, by finding “with respect to” and “related to” interchangeable, the Ninth Circuit ignored relevant United States Supreme Court precedent that clearly distinguished between these phrases in the FAAAA context. As noted, with respect to 49 United States Code section 14501(c)(1), the high court construed “related to” more broadly and “with respect to” more restrictively. (See *ante*, at p. 9.) Tellingly, “with respect to” is utilized in the safety exception (49 U.S.C. § 14501(c)(2)), which immediately follows the preemption clause. “[I]t is a well-established rule of construction that when a word or phrase has been given a particular scope or meaning in one part or portion of a law it shall be given the same scope and meaning in other parts or portions of the law.” (*Stillwell v. State Bar* (1946) 29 Cal.2d 119, 123; see *IBP, Inc. v. Alvarez* (2005) 546 U.S. 21, 34 “[I]dentical words used in

different parts of the same statute are generally presumed to have the same meaning.”].) “It would be odd if, in two consecutive subsections of the Code, which use materially identical language, the same words were read to mean one thing in the first subsection but another in the second. All else being equal, we prefer a reading of the second that coheres with binding precedent as to the first.” (*Hylton v. U.S. Atty. Gen.* (11th Cir. 2021) 992 F.3d 1154, 1159; accord, *Aspen American Insurance Co. v. Landstar Ranger* (11th Cir. 2023) 65 F.4th 1261, 1271 (*Aspen*).) Thus, “[j]ust as the phrase ‘with respect to the transportation of property’ ‘massively limits’ the preemption provision, we read the phrase ‘with respect to motor vehicles’ to impose a meaningful limit on the [safety] exception to the preemption provision.” (*Aspen, supra*, 65 F.4th at p. 1271.)⁶

Miller’s expansive interpretation of “with respect to motor vehicles” encompasses both direct and indirect connections with motor vehicles (see *Miller, supra*, 976 F.3d at p. 1030), which—far from imposing a meaningful limit on the safety exception—enables the safety exception to swallow the preemption clause. As noted, the preemption clause applies to claims that derive from the enactment or enforcement of state law

⁶ For this reason, we find unpersuasive *Cox v. Total Quality Logistics, Inc.* (6th Cir. 2025) 142 F.4th 847, a case Casarez’s counsel highlighted at oral argument. In an opinion filed July 8, 2025, the Sixth Circuit Court of Appeals held the plaintiff’s negligence claim was covered by the FAAAA’s safety exception. (*Cox*, at p. 858.) In reaching this conclusion, the Sixth Circuit—akin to the Ninth Circuit in *Miller*—“read the ordinary meaning of ‘with respect to’ as synonymous with . . . ‘relating to.’” (*Id.* at p. 857.)

and relates to the prices, routes, or services of a motor carrier, broker, or freight forwarder with respect to the transportation of property. (See *ante*, at p. 11.) “Of course, every state law that relates to the prices, routes, or services of a motor carrier, broker who contracts with a motor carrier, or freight forwarder who ‘uses . . . a [motor] carrier’ [citation], will have at least an indirect relationship to motor vehicles—motor vehicles are how motor carriers move property from one place to another. [Citation.] 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.” (*Aspen, supra*, 65 F.4th at p. 1271.) Furthermore, “[i]f an indirect connection to motor vehicles made a state law ‘with respect to motor vehicles’ for the purposes of the safety exception, then Congress’s inclusion of a separate exception to allow states to impose highway route controls and cargo limits would almost certainly be redundant because such controls and limits are indirectly related to motor vehicle safety, too.” (*Id.* at p. 1272, italics omitted; see 49 U.S.C. § 14501(c)(2)(A).) “‘An interpretation that renders related provisions nugatory must be avoided [citation]’” (*Lakin v. Watkins Associated Industries* (1993) 6 Cal.4th 644, 659; see *In re J. W.* (2002) 29 Cal.4th 200, 209 [“One principle assumes that every part of a statute serves a purpose and that nothing is superfluous.”].) To “ensure that the phrase ‘with respect to motor vehicles’ has an operative effect” (*Aspen, supra*, at p. 1271) that comports with “[t]he canon against surplusage” (*Whitehead v. City of Oakland* (2025) 17 Cal.5th 735, 747, fn. 1), it must be construed as “requiring a direct connection between the

state law and motor vehicles” (*Aspen, supra*, at p. 1271).

According to Casarez herself, she “sued Walmart because its onerous contractual requirements incentivized reckless conduct by motor carriers” and “sued Irigoyen Farms because, through its employees, it loaded its product on the truck driven by . . . Hill and sent him on his way despite actual, contemporaneous knowledge he had a long distance to travel, had to be there within just a few hours, yet was obviously already exhausted.” These claims do not purport the tractor trailer itself was defective or other otherwise unsafe. Therefore, the FAAAA’s safety exception does not apply here.⁷

DISPOSITION

The September 11, 2023 judgments of the superior court are affirmed. Costs are awarded to defendants and respondents Irigoyen Farms, Inc. and Walmart Inc.

/s/ Detjen
DETJEN, Acting P. J.

WE CONCUR:

/s/ Peña
PEÑA, J.

/s/ De Santos
DE SANTOS, J.

⁷ In light of our disposition, we need not address other arguments raised by the parties.

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Appendix B

[Filed: Sep. 30, 2025]

CERTIFIED FOR PUBLICATION

In The Court of Appeal of the State of California

Fifth Appellate District

CHRISTINA CASAREZ,

Plaintiff and Appellant,

v.

IRIGOYEN FARMS, INC. et al.,

Defendants and Respondents.

F086901

(Super. Ct. No.
19CECG03758)

**ORDER
GRANTING
REQUESTS
FOR PUBLI-
CATION**

As the nonpublished opinion filed on September 10, 2025, in the above entitled matter hereby meets the standards for publication specified in the California Rules of Court, rule 8.1105(c), it is ordered that the opinion be certified for publication in the Official Reports.

/s/ Detjen

DETJEN, Acting P. J.

WE CONCUR:

/s/ Peña

PEÑA, J.

/s/ De Santos

DE SANTOS, J

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Appendix C

[Filed: Jan. 14, 2026]

Court of Appeal, Fifth Appellate District –
No. F086901

S293697

IN THE SUPREME COURT OF CALIFORNIA

En Banc

CHRISTINA CASAREZ,
Plaintiff and Appellant,

v.

IRIGOYEN FARMS, INC. et al.,
Defendants and Respondents.

The applications to appear as counsel pro hac vice
are granted. (Cal. Rules of Court, rule 9.40(a).)

The petition for review is denied.

The request for an order directing depublication of
the opinion is denied.

GUERRERO

Chief Justice

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Appendix D

. [Filed: Oct. 17, 2025]

IN THE
Court of Appeal of the State of California
IN AND FOR THE
Fifth Appellate District

CHRISTINA CASAREZ,
Plaintiff and Appellant,

v.

IRIGOYEN FARMS, INC. et al.,
Defendants and Respondents.

F086901

(Super. Ct. No.
19CECG03758)

ORDER

Appellant's petition for rehearing filed October 15, 2025, in the above referenced case is hereby denied.

Appellant's "MOTION FOR JUDICIAL NOTICE," filed October 15, 2025, is denied. The materials as to which judicial notice is requested are not necessary or helpful to our analysis. (See *Jordache Enterprises, Inc. v. Brobeck, Phleger & Harrison* (1998) 18 Cal.4th 739, 748, fn. 6; *Appel v. Superior Court* (2013) 214 Cal.App.4th 329, 342, fn. 6.)

/s/ Detjen

DETJEN, Acting P. J.

WE CONCUR:

/s/ Peña

PEÑA, J.

/s/ De Santos

DE SANTOS, J

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Appendix E

(Filed: Aug. 10, 2023)

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited	Entered by:
TITLE OF CASE: Christina Casarez vs. Andre Hill	
LAW AND MOTION MINUTE ORDER	Case Number: 19CECG03758

Hearing Date: August 9, 2023
Hearing Type: Summary Judgment (X2)
Department: 403
Judge: Jon M Skiles
Court Clerk: J. Xiong
Reporter: Not Reported

Appearing Parties:	
Plaintiff:	Defendant:
Christina Casarez	
Counsel: K. Little	Counsel: E. Ruiz; Z. Batkhand (Zoom); E. Hugo (Zoom); G. Gutierrez (Zoom); M. D'Amico (Zoom)

[] Off Calendar

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☐ Continued to ☐ Set for __ at __ Dept. for __

☐ Submitted on points and authorities with/without argument. **☒ Matter is argued and submitted.**

☐ Upon filing of points and authorities.

☐ Motion is granted ☐ in part and denied in part.

☐ Motion is denied ☐ with/without prejudice.

☐ Taken under advisement

☐ Demurrer ☐ overruled ☐ sustained with __ days to ☐ answer ☐ amend

☒ Tentative ruling becomes the order of the court. No further order is necessary.

☒ Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

☒ Service by the clerk will constitute notice of the order.

☒ See attached copy of the Tentative Ruling.

☐ Judgment debtor __ sworn and examined.

☐ Judgment debtor __ failed to appear.

Bench warrant issued in the amount of \$ __

JUDGMENT:

☐ Money damages ☐ Default ☐ Other __ entered in the amount of:

Principal \$__ Interest \$__ Costs \$__ Attorney fees \$__ Total \$__

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☐ Claim of exemption ☐ granted ☐ denied.
Court orders withholdings modified to \$ __ per __

FURTHER, COURT ORDERS:

- ☐ Monies held by levying officer to be ☐ released to judgment creditor. ☐ returned to judgment debtor.
- ☐ \$ __ to be released to judgment creditor and balance returned to judgment debtor.
- ☐ Levying Officer, County of __, notified. ☐ Writ to issue
- ☐ Notice to be filed within 15 days. ☐ Restitution of Premises
- ☐ Other: __

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Tentative Ruling

Re: ***Christina Casarez v. Andre Hill***
Superior Court Case No.
19CECG03758

Hearing Date: August 9, 2023 (Dept. 403)

Motion: (1) By Defendant Walmart, Inc. for
Summary Judgment
(2) By Defendant Irigoyen Farms,
Inc. for Summary Judgment

Tentative Ruling:

To overrule all objections and grant defendants Walmart, Inc.'s and Irigoyen Farms, Inc.'s, motions for summary judgment. (Code Civ. Proc., § 437C, subds. (p) and (q).) Moving defendants are directed to submit to the court proposed judgment consistent with the summary judgment rulings within ten (10) days from the date of this order.

Explanation:

A trial court shall grant summary judgment where there are no triable issues of material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., §437c, subd. (c); *Schacter v. Citigroup* (2009) 47 Cal.4th 610, 618.) “A motion for summary adjudication shall be granted only if it completely disposes of cause of action, an affirmative defense, a claim for damages, or an issue of duty.” (Code of Civ. Proc., § 437C subd. (f)(1); see also *Catalano v. Superior Court* (2000) 82 Cal.App.4th 91, 97 [piecemeal adjudication prohibited].)

In determining motion for summary judgment or adjudication, “we view the evidence in the light most favorable to plaintiffs” and “liberally construe plaintiffs’ evidentiary submissions and strictly scrutinize defendant[s] own evidence, in order to resolve any evidentiary doubts or ambiguities in plaintiffs’ favor.” (*McDonald v. Antelope Valley Community College Dist.* (2008) 45 Cal.4th 88, 96-97, citations omitted.) The court does not weigh evidence or inferences (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 856), nevertheless, “[w]hen opposition to a motion for summary judgment is based on inferences, those inferences must be reasonably deducible from the evidence, and not such as are derived from speculation, conjecture, imagination, or guesswork.” (*Waschek v. Department of Motor Vehicles* (1997) 59 Cal.App.4th 640, 647, citation omitted; Code Civ. Proc., § 437C, subd. (c).)

“A defendant bears the burden of persuasion that ‘one or more elements of’ the ‘cause of action’ in question ‘cannot be established,’ or that ‘there is complete defense’ thereto.” (*Aguilar v. Atlantic Richfield Co., supra*, 25 Cal.4th at p. 850.) In particular, for purposes of summary judgment, “[a] defendant or cross-defendant has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is complete defense to the cause of action.” (Code Civ. Proc., §437c, subd. (p)(1).)

Preemption

The Federal Aviation Authorization Administration Act (“FAAA”) expressly preempts negligence claims

against a broker and its hirer. (*Creagan v. Wal-Mart Transportation, LLC* (2018) 354 F.Supp.3d 808, 814 [holding that personal injury plaintiffs could proceed against a motor carrier, but not a broker and hirer].)

It is undisputed that the products onboard the truck were being shipped from the grower (Irigoyen Farms, Inc. [“Irigoyen”]) to the retailer (Walmart, Inc. [“Walmart”]). (SUMF, nos, 3-5.) It is also undisputed that such shipment is typically arranged through freight broker. (SUMF, no. 5.) Therefore, the burden shifts to plaintiffs to show that preemption does not apply. (See Code Civ. Proc., §437c, subd. (p)(1).)

Plaintiffs rely on *Miller v. C.H. Robinson Worldwide, Inc.* (9th Cir. 2020) 976 F.3d 1016 for the proposition that the FAAAA does not preempt state law personal injury claims under the safety regulation exception. (*Id.* at p. 1030-1031, (*Miller*).) *Miller*, however, is distinguishable because there the party asserting preemption was the broker that had specifically selected the transportation service (*Id.* at p. 1020). Here it is the grower and retailer. Furthermore, the entity (Costco) in the analogous remote role of the moving parties here, was dismissed from the proceeding altogether. (*Ibid*, fn. 1.) In addition, *Miller*’s application of the safety exception has recently been rejected in a case with near-identical facts. (See *Ye v. GlobalTranz Enterprises, Inc.* (7th Cir. 2023) 2023 WL 4567097, at pp. 9-10 [holding that the safety exception would not save from preemption under 49 U.S.C. § 14501 negligent hiring claim against a freight broker.].) Consequently, plaintiffs have failed to meet their burden to show their claim is not

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preempted under federal law as to moving defendants Walmart and Irigoyen.

Because the motions are disposed of on express preemption grounds, the court need not reach the other asserted grounds of implied preemption and duty.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS on 8/7/2023
(Judge's initials) (Date)

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SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-2000	<i>FOR COURT USE ONLY</i>
TITLE OF CASE: Christina Casarez vs. Andre Hill	
CLERK'S CERTIFICATE OF MAILING	Case Number: 19CECG03758

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Appendix F
Statutory Provisions Involved

49 U. S. C. § 14501(c)

(c) MOTOR CARRIERS OF PROPERTY.—

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

(2) MATTERS NOT COVERED.—Paragraph (1)—

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

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

(C) does not apply to the authority of a State or a political subdivision of a State to enact or enforce a law, regulation, or other provision relating to the regulation of tow truck operations

performed without the prior consent or authorization of the owner or operator of the motor vehicle.

(3) STATE STANDARD TRANSPORTATION PRACTICES.—

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

- (i) uniform cargo liability rules,
- (ii) uniform bills of lading or receipts for property being transported,
- (iii) uniform cargo credit rules,
- (iv) antitrust immunity for joint line rates or routes, classifications, mileage guides, and pooling, or
- (v) antitrust immunity for agent-van line operations (as set forth in section 13907), if such law, regulation, or provision meets the requirements of subparagraph (B).

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

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

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

(C) ELECTION.—Notwithstanding any other provision of law, a carrier affiliated with a direct air carrier through common controlling ownership may elect to be subject to a law, regulation, or provision of a State, political subdivision, or political authority under this paragraph.

(4) NONAPPLICABILITY TO HAWAII.—This subsection shall not apply with respect to the State of Hawaii.

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