No. 25-1421

In the Supreme Court of the United States

CHRISTINA CASAREZ,

Petitioner,

v.

IRIGOYEN FARMS, INC., ET AL.,

Respondents.

On Petition for a Writ of Certiorari to the Court of Appeal of California, Fifth Appellate District

BRIEF OF RESPONDENT IRIGOYEN FARMS, INC. IN SUPPORT OF PETITIONER'S QUESTION NO. 2 AND IN OPPOSITION TO PETITIONER'S QUESTIONS NOS. 1 AND 3

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QUESTIONS PRESENTED

Respondent Irigoyen Farms, Inc. supports certiorari solely and narrowly as to Petitioner's Question No. 2:

Petitioner's Question No. 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.

However, Respondent Irigoyen Farms, Inc. opposes certiorari, summary reversal, or GVR relief as to Petitioner's Questions Nos. 1 and 3; and instead presents these Counter-Questions.

Counter-Question to Petitioner's Question No. 1

Whether the California Court of Appeal correctly held that petitioner's common-law negligence and wrongful-death claims, which allege that an agricultural seller-shipper loaded produce onto a motor carrier's vehicle and permitted departure, are expressly preempted under 49 U.S.C. § 14501(c)(1) as state laws "related to a price, route, or service" with respect to the transportation of property.

Counter-Question to Petitioner's Question No. 3

Whether *Montgomery v. Caribe Transport II, LLC*, 608 U.S. ___ (2026), which was strictly limited to whether the FAAAA's safety exception permits negligent-selection tort claims against upstream freight brokers, compels summary reversal or a grant, vacate, and remand (GVR) order in a case involving an agricultural grower-shipper who played no role in selecting the motor carrier, tractor trailer, or driver.

CORPORATE DISCLOSURE STATEMENT

Respondent IRIGOYEN FARMS, INC. is not publicly traded, has no parent corporation and no public company owns 10% or more of its stock.

Irigoyen Farms, Inc. is not a public company and no public company owns 10% or more of its stock.

Respondent Walmart, Inc. who is not a party to this brief, is publicly traded. (NYSE: WMT)

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The Court of Appeal for the Fifth Appellate District of California affirmed summary judgment on FAAAA preemption, holding that nonenumerated shippers and receivers could invoke 49 U.S.C. § 14501(c)(1) and that the safety exception did not apply because petitioner's claims did not allege the tractor-trailer was defective or unsafe. The appellate court's disposition rested solely on FAAAA preemption, expressly declining to reach other issues, stating, "[i]n light of our disposition, we need not address other arguments raised by the parties." *Casarez v. Irigoyen Farms, Inc.*, 114 Cal. App. 5th 873, 888, 337 Cal. Rptr. 3d 262, 273 (2025), reh'g denied (Oct. 17, 2025), review denied (Jan. 14, 2026).

Petitioner sought review in the California Supreme Court on November 10, 2025. The Supreme Court of California denied review on January 14, 2026. Petitioner's Appendix ["App."] 21.

JURISDICTION

The case arises from a published California Fifth Appellate District decision, with preserved federal questions and summary-judgment posture. Both trial and appellate courts relied on preemption. The Supreme Court of California denied review on January 14, 2026. The Jurisdiction of this Court is invoked under 28 U.S.C. § 1257(a).

STATUTORY PROVISIONS INVOLVED

49 U.S.C. § 14501(c)(1)

Express preemption of state provisions related to a price, route, or service of motor carriers, brokers, or freight forwarders, with respect to the transportation of property. The FAAAA expressly preempts state laws "related to" the price, route, or service of motor carriers, brokers, and freight forwarders. The statute requires that the state law be "with respect to the transportation of property."

49 U.S.C. § 14501(c)(2)(A)

Safety exception preserving state "safety regulatory authority" "with respect to motor vehicles." The phrase "with respect to motor vehicles" must impose a direct, meaningful limit to avoid surplusage and to prevent the exception from swallowing preemption.

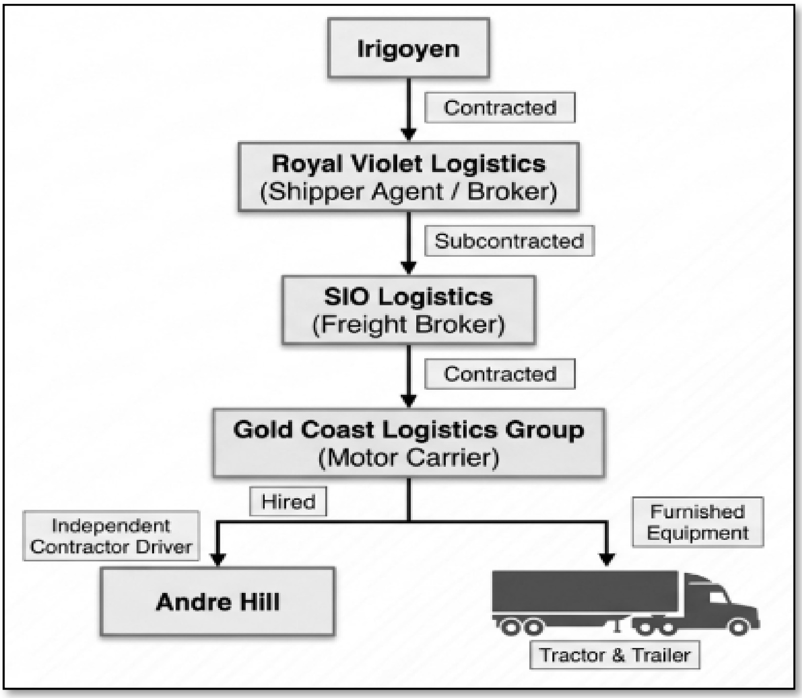
STATEMENT OF THE CASE

A. Undisputed Factual Background and Supply Chain Structure

This action arises out of a motor vehicle collision that occurred on September 27, 2019, in Fresno County, California, involving a tractor-trailer operated by independent contractor Andre Hill. At the time of the collision, Hill was transporting a commercial load of fresh produce from Respondent Irigoyen Farms, Inc. ("Irigoyen Farms"), an agricultural grower located in Selma, California, to a Walmart Inc.'s distribution facility in McCarran, Nevada.

The legal and operational logistics chain governing the transportation of this produce was distinct and multi-tiered:

1. Seller / Shipper: Irigoyen Farms contracted with Royal Violet Logistics, LLC ("Royal Violet"), an independent shipping agent, to arrange for transportation.
2. Transportation Brokers: Royal Violet sub-contracted with SIO Logistics LLC ("SIO") to secure a licensed motor carrier.
3. SIO contracted with Gold Coast Logistics Group ("Gold Coast") to serve as the motor carrier.
4. Driver: Gold Coast hired Andre Hill as an independent contractor driver and provided the tractor-trailer. App.2-3.



Respondent Irigoyen Farms was strictly a commercial grower and seller of agricultural goods. App.3. Irigoyen Farms did not own or maintain the tractor-trailer involved in the accident. Nor did Irigoyen Farms select, vet, or hire Gold Coast as the motor carrier, or Andre Hill as the driver. Supp.App.1a-5a.

Petitioner brought suit asserting state common-law causes of action against Irigoyen Farms. Specifically, Petitioner alleged that Irigoyen Farms acted negligently in loading produce and allowing the driver to depart despite alleged actual knowledge of driver exhaustion. App.3-4. Petitioner did not allege any mechanical failure, structural defect, or physical impairment inherent to the tractor-trailer unit itself.

B. Procedural Posture and Lower Court Rulings

1. Summary Judgment and Preserved Evidentiary Objections

In May 2023, Respondent Irigoyen Farms moved for summary judgment on the ground that Petitioner's state common-law claims were expressly preempted by the Federal Aviation Administration Authorization Act of 1994 (FAAAA), 49 U.S.C. § 14501(c)(1).

In opposition to the motion, Petitioner submitted the declarations of Jesus Nuno Aguayo, a former employee of Irigoyen Farms, and Jane Ann Lyttle, who claimed to reside near the Irigoyen Farms facility, as well as the letter report of V. Paul Herbert. Supp.App.6a-20a. In his declaration, Mr. Aguayo claimed that independent contractor driver Andre Hill acted "odd" and "noticeably lethargic" during loading operations on September 27, 2019, a statement offered to support Petitioner's claim of actual knowledge of driver exhaustion. Irigoyen Farms filed timely, written evidentiary objections to both declarations and to the letter report of V. Paul Herbert pursuant to California Rules of Court, rule 3.1354. Supp.App.6a-20a.

Following oral argument on August 9, 2023, the Superior Court of California, County of Fresno, adopted its tentative ruling without modification, granting summary judgment in favor of Irigoyen Farms. App.23-32. Although the trial court's order included a blanket statement that "all objections are overruled," the court made no specific, individualized rulings on Irigoyen Farms' written objections to the Aguayo declaration, the Lyttle declaration, or the letter report of V. Paul Herbert. App.23-26.

Under established California law, where a trial court fails to expressly rule on specific evidentiary objections in a summary judgment proceeding, the objections are deemed impliedly overruled and are preserved for appellate review, provided the objector renewed them in the appellate court. *Union Pac. R.R. Co. v. Superior Ct.*, 105 Cal. App. 5th 838, 849 (2024), review denied (Dec. 31, 2024), citing *Reid v. Google, Inc.*, 50 Cal. 4th 512, 534 (2010). In reviewing the summary judgment record, the Court of Appeal noted that its review was bounded by the facts set forth in the parties' separate statements (Cal Civ. Proc. Code § 437c, subds. (b)(1), (3)) and that it would consider evidence to which objections were made but overruled. Cal. Civ. Proc. Code § 437c(c); *Casarez v. Irigoyen Farms, Inc.*, 114 Cal. App. 5th 873, 877 (2025), *reh'g denied* (Oct. 17, 2025), *review denied* (Jan. 14, 2026).

Irigoyen Farms expressly incorporated its objections to Petitioner's evidence in its appellate briefing, and incorporates those same objections herein. Supp.App. 23a. Because this objectionable evidence is incompetent and inadmissible, Respondent respectfully requests that this Court sustain the evidentiary objections and exclude such improper evidence from the factual record.

2. Court of Appeal Decision and Subsequent Proceedings

On September 10, 2025, the California Court of Appeal for the Fifth Appellate District affirmed the grant of summary judgment, holding:

- Nothing in 49 U.S.C. § 14501(c)(1) restricts the preemption defense solely to named motor carriers or brokers; rather, preemption applies based on whether the state law claim directly impacts carrier prices, routes, or services.

- The FAAAA's safety exception in 49 U.S.C. § 14501(c)(2)(A), which preserves state regulatory authority "with respect to motor vehicles," requires a direct connection to vehicle equipment and safety. Because Petitioner's claims targeted dockside loading oversight rather than defects in the tractor-trailer itself, the claims were preempted.

The Supreme Court of California denied discretionary review on January 14, 2026.

REASONS FOR GRANTING CERTIORARI LIMITED STRICTLY TO PETITONER'S QUESTION NO. 2 AND DENYING CERTIORARI OR SUMMARY DISPOSITION AS TO QUESTIONS NOS. 1 AND 3

I. The Court Should Grant Certiorari Limited Strictly to Petitioner's Question No. 2 to Resolve Whether Non-Enumerated Shippers May Invoke FAAAA Preemption.

A. Petitioner's Question No. 2 Presents an Important, Pure Question of Statutory Interpretation on a Clean Record.

Petitioner's Question No. 2 presents an important, pure question of statutory interpretation: whether nonenumerated commercial entities, such as agricultural growers, shippers, and receivers, may invoke express preemption under 49 U.S.C. § 14501(c)(1). The decision below cleanly presents this issue. The California Court of Appeal correctly held that § 14501(c)(1) governs the operational subject matter and market effect of the state legal mandate being enforced, rather than the formal statutory category of the named defendant.

Critically, the threshold question of whether FAAAA preemption applies to commercial buyers and sellers remains completely undecided in the wake of *Montgomery*. Whether this case is decided on the merits by this Court or remanded to the lower courts, this foundational preemption issue must be decided by the receiving court even if remanded. Leaving this statutory question unresolved guarantees that state and federal courts will continue to issue conflicting, piecemeal rulings regarding shipper and receiver liability across nationwide supply chains.

We agree with Petitioners in this single regard: the applicability of FAAAA preemption to commercial shippers and receivers is an open and important question of national importance that requires clear resolution. Rather than forcing the receiving court to resolve this pure question of federal law on remand without guidance, this Court should grant certiorari on Petitioner's Question No. 2 now to resolve the issue correctly, establish uniform national guidance, and settle the threshold statutory framework before any remaining issues are remanded

Because this statutory question directly impacts nationwide agricultural supply chains, creates pressing uncertainty for commercial shippers, and is fully preserved on a clean record, this Court should grant certiorari limited strictly to Petitioner's Question No. 2.

B. The FAAAA Expressly Preempts Petitioner's Common Law Negligence Claims Against Agricultural Shippers.

Under 49 U.S.C. § 14501(c)(1), state authorities, including state courts enforcing common law tort duties, 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. § 15401(c)(1).

State common law rules comfortably qualify as provisions having the force and effect of law. *See Northwest, Inc. v. Ginsberg*, 572 U.S. 273, 280-81 (2014).

Moreover, this Court has repeatedly reaffirmed that the statutory phrase "related to" expresses a broad preemptive purpose, encompassing any state law that has a connection with or references to carrier prices, routes, or services, whether directly or indirectly. *See Dan's City Used Cars, Inc. v. Pelkey*, 569 U.S. 251, 251–52 (2013) (*Dan's City*); *Rowe v. New Hampshire Motor Transp. Ass'n*, 552 U.S. 364, 375–76 (2008) (*Rowe*); *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 384 (1992) (*Morales*).

Ad hoc common law negligence claims operate as state regulation by imposing legal duties and financial exposure on commercial shippers, effectively forcing them to alter their routine logistics and dockside operations under threat of tort liability. Imposing a common law duty that requires agricultural growers and shippers to screen drivers, inspect vehicles, or delay shipments at the loading dock creates an enforceable legal standard that directly interferes with the service, timing, and dispatch operations inherent in motor carrier transportation.

As an agricultural grower shipping perishable fresh produce into interstate commerce, Irigoyen Farms relies on streamlined, predictable, and uniform logistics chains. Subjecting agricultural shippers to localized, variable, common law tort duties would force farm operators to act as *de facto* safety inspectors for independent motor carriers, creating severe bottlenecks at the dock and threatening the timely movement of essential agricultural goods.

Furthermore, allowing individual state tort systems to impose liability on commercial growers for routine loading and release decisions would reestablish a patchwork of conflicting state-level regulations. Such state-by-state interference erects the exact obstacle preemption barriers that Congress sought to eliminate in mandating a uniform, deregulated interstate market under the FAAAA.

C. The FAAAA's Preemption Clause Is Not Textually Restricted to Enumerated Entity Defendants.

i. Judicial Precedent Dictates That Preemption Depends on the Operational Effect of State Law, Not the Defendant's Formal Identity.

Petitioner contends that because 49 U.S.C. § 14501 (c)(1) explicitly references "motor carrier, broker, or freight forwarder," nonenumerated entity defendants such as agricultural shippers cannot assert preemption. We agree with Petitioner's framing of Question Presented No. 2 as a pure issue of statutory interpretation, but the plain text of the statute compels the opposite conclusion on the merits.

As the California Court of Appeal correctly observed, Section 14501(c)(1) governs the subject matter and impact of the state rule being enforced, not the formal identity of the defendant in court. The statute prohibits any state law that is "related to a price, route, or service of any motor carrier, broker, or freight forwarder." Nothing in the FAAAA requires the beneficiary of preemption to be an enumerated entity.

In *Morales,* 504 U.S. at 386, this Court emphasized that federal preemption applies to any state requirement having the force and effect of law that directly or indirectly impacts prices, routes, or services. Rather than restricting preemption only to state statutes targeting specifically enumerated industry entities, the

Court established that the statutory phrase "relating to" must be interpreted broadly to encompass general state common law, especially when it produces a "significant impact" on market operations, rates, or service delivery.

The scope of federal preemption broadly encompasses state common law claims and duties, which carry the full force and effect of law under the statute. As this Court held in *Northwest,* 572 U.S. at 280-81, state law causes of action, including implied contractual covenants or broad common law duties, constitute state-imposed standards that trigger preemption whenever they seek to enlarge or alter underlying commercial bargains. Consequently, state law claims cannot be weaponized against non-enumerated third parties or intermediaries where doing so imposes non-negotiated, state-mandated obligations that directly affect pricing, routing, or service mechanics.

Similarly, in *Rowe*, this Court reaffirmed that state rules of broad applicability, even those designed for general public health, are preempted when their practical enforcement produces a direct, significant economic impact on rates, routes, or services. *Rowe*, 552 U.S. at 371–72.

Ultimately, federal courts evaluating FAAAA preemption analyze the functional economic impact of a state law action to determine whether its effect on price, route, or service is direct and significant rather than "tenuous, remote, or peripheral." *See, e.g., Bedoya v. Am. Eagle Express Inc.*, 914 F.3d 812, 823 (3d Cir. 2019) (explaining that preemption turns on whether a state mandate binds a carrier to a particular price, route, or service, or creates a regulatory patchwork that erects barriers to entry or restricts operations). Where a state legal requirement goes beyond background state police powers and directly alters operational standards, cost structures, or service delivery within the transportation pipeline, preemption applies to prevent local regulation from overriding federal deregulatory intent. *Id.*; *see also Dan's City,* 569 U.S. at 264.

Applying these principles, courts evaluate whether a state law claim impermissibly imposes state regulation on transportation prices, routes, or services, regardless of whether the named defendant is a carrier or a shipper. A state rule that dictates how shippers select, mandate, or structure carrier services directly impacts carrier prices, routes, and services. To hold otherwise would allow plaintiffs to defeat federal preemption through creative pleading *i.e.*, shifting the target of the lawsuit to an unlisted entity while achieving the exact local regulatory mandate Congress sought to prohibit. *See Engine Mfrs. Ass'n v. South Coast Air Quality Mgmt. Dist.*, 541 U.S. 246, 253–54 (2004) (explaining that standard-enforcement efforts directed at non-enumerated entities still constitute impermissible state regulation because a standard remains a standard regardless of who is targeted for enforcement).

If a plaintiff could evade FAAAA preemption simply by redirecting a service-based tort claim upstream against a shipper, the federal statutory protection guaranteed to carriers and brokers would be completely undermined. Shippers would be compelled by state tort threats to impose rigid routing, operational, and scheduling constraints upon carriers, effectively reregulating carrier services through commercial contract.

ii. The Plain Text and Structure of 49 U.S.C. § 14501(c) Confirm Preemption Is Unrestricted by Defendant Type.

The plain language and statutory structure of the FAAAA confirm that preemption is defined by the nature and effect of the state legal mandate, not by restrictive classifications of the entities invoking or subject to its protections.

First, the primary operative provision, 49 U.S.C. § 14501(c)(1), broadly preempts any state "law, regulation, or other provision having the <u>force and effect of law</u> related to a price, route, or service." (emphasis added) Absent from this core preemption standard is any limitation restricting its application solely to actions brought directly against designated statutory entities. Instead, Congress focused the preemptive purpose entirely on the impact of the state rule – specifically, whether the state provision has the "force and effect of law" and relates to pricing, routing, or service.

Second, the statutory scheme reinforces the Act's expansive scope through the explicit and narrow savings provisions set forth in § 14501(c)(2). In crafting the FAAAA, Congress expressly carved out defined exceptions to preemption, specifically preserving state regulatory authority over motor vehicle safety, highway route controls, and mandatory cargo insurance levels. Under established principles of statutory construction, where Congress explicitly enumerates specific exceptions to a broad general rule, it is presumed that no other unstated exceptions exist. *TRW Inc. v. Andrews*, 534 U.S. 19, 28 (2001), *citing Andrus v. Glover Constr. Co.*, 446 U.S. 608, 616–617 (1980).

Had Congress intended to exempt claims involving non-enumerated entities or non-traditional market actors from preemption, even where those claims directly impact prices, routes, or services, it would have included them alongside the explicit statutory savings clauses in § 14501(c)(2). Because Congress provided no such exception, the broad statutory mandate of § 14501(c)(1) controls. The text of the Act does not limit who may assert preemption, and the lower court's holding is entirely faithful to the statutory text.

II. Certiorari, Summary Reversal, or GVR Relief Should Be Denied As To Petitioner's Questions Nos. 1 and 3 Because Montgomery Does Not Control Express Preemption or Shippers and Receivers.

Petitioner asserts that this Court's decision in *Montgomery v. Caribe Transp. II, LLC*, 146 S. Ct. 1199 (2026) (*Montgomery*), invalidates the lower court's analysis and warrants either summary reversal or a GVR order. Petitioner's reliance on *Montgomery* is misplaced.

A. Montgomery Solved a Narrow Question Limited to Upstream Freight Brokers.

In Montgomery, this Court resolved a narrow circuit split regarding whether the FAAAA's safety exception, 49 U.S.C. § 14501(c)(2)(A), preserves state common law negligent-hiring claims brought directly against freight brokers who select unsafe motor carriers. In answering the close "question of whether state tort suits against upstream brokers who select the trucking companies are [. . .] permitted" under the FAAAA, the Court highlights (and Justice Kavanaugh agrees in his concurring opinion) that certain statutory provisions of the FAAAA, namely, the mandatory insurance provision (49 U.S.C. §§ 13906(a)(1), (b)(2)(A)) and the intrastate preemption provision (§ 14501(b)(1)) weigh "[i]n favor of the brokers." *Montgomery*, 146 S. Ct. at 1207. This Court did not attempt to answer the question of whether a seller of goods, here, a farm, that contracted with a shipping agent, who subcontracted with a freight broker, who contracted with a motor carrier, who hired an independent contractor driver, could be sued in state court under FAAAA preemption.

Neither Justice Kavanaugh's concurrence nor the Court's opinion evaluated provisions of the Act as they apply directly to commercial sellers or buyers of goods. Rather, this Court held that a claim that a company negligently hired another to transport goods is not preempted by the FAAAA's express preemption clause because it falls within the Act's safety exception for a State's safety regulatory authority "with respect to motor vehicles." *Id.* at 1205. The Court reasoned that negligent-hiring duties are part of a State's safety authority and that requiring a broker to exercise reasonable care in selecting a motor carrier "concerns" motor vehicles, thus fitting § 14501(c)(2)(A). *Id.*

Here, Respondent Irigoyen Farms did not select the motor carrier, did not select the driver, did not own the tractor-trailer, and had no contractual privity with the motor carrier or driver. Supp.App.2a-4a. Because Respondent performed no carrier-selection function whatsoever, expanding *Montgomery*'s narrow broker-centric holding to cover an agricultural seller would stretch the safety exception far beyond its statutory text.

B. The Court of Appeals Safety-Exception Ruling Accords With This Court's Interpretive Framework

The FAAAA's safety exception cannot save Petitioner's claims against Respondent because an agricultural shipper's dockside commercial operations lack the direct nexus to motor vehicle safety required by § 14501(c)(2)(A). When applied to the case here, Petitioner's claims fall squarely outside the Act's safety exception.

The decision below faithfully applied this Court's established principles of statutory interpretation to give independent, operative effect to the deliberate textual contrast between the FAAAA's express preemption clause and its safety exception. Under 49 U.S.C. § 14501 (c)(1), Congress mandated broad preemption over state rules related to price, route, or service "with respect to the transportation of property." In stark contrast, when crafting the safety exception in § 14501 (c)(2)(A), Congress deliberately chose <u>not</u> to preserve general state authority over "the transportation of property." Instead, Congress strictly limited the safety exception to state regulatory authority "with respect to motor vehicles." The distinction is decisive. By shifting from the expansive term "transportation of property" which statutory definitions encompass all movement, loading, unloading, and handling of goods, to the narrow, specific phrase "with respect to motor vehicles," Congress signaled a clear intent to restrict saved state authority to state laws directly targeting vehicle equipment, operation, and physical safety standards.

Drawing on this Court's decision in *Dan's City*, the California Court of Appeal recognized that while the preemption clause's "related to" language is deliberately broad, the safety exception's limiting phrase "with respect to motor vehicles" requires that a claim "concerns" or "regards" vehicles used in the transportation of property. *Montgomery*, 146 S. Ct. at 1205.

Reading the safety exception to encompass indirect, generalized supply-chain pressures would strip "with respect to motor vehicles" of meaningful effect, render the statute's specific carve-outs for highway route controls and hazardous cargo redundant, and allow the safety exception to swallow the express preemption rule entirely.

Unlike a broker's negligent selection of a motor carrier, which determines the specific commercial vehicle placed on the public highway, Petitioner's allegations against Irigoyen Farms regarding dockside interaction do not carry a direct motor-vehicle safety nexus. Extending *Montgomery* to all shippers and receivers would turn routine loading and unloading coordination into a new legal duty, bringing back the exact patchwork of state rules Congress passed the FAAAA to prevent.

Because the Court of Appeal correctly recognized that only safety-related claims concerning motor vehicles are saved – while non-safety common law intrusions into carrier pricing, routes, and services remain preempted – its ruling reflects a routine, text-bound application of federal preemption principles.

C. Petitioner's Request for Summary Reversal or GVR Relief Is Unwarranted Because *Montgomery* Addressed Different Parties, Different Claims, and Different Statutory Provisions.

Petitioner's contention that *Montgomery* compels summary reversal or a GVR order overstates the overlap between that decision and the decision below. In *Montgomery*, this Court addressed a single, limited question: whether state tort claims alleging negligent hiring against upstream freight brokers who select motor carriers are saved by the FAAAA's safety exception. In concluding that requiring a broker to exercise reasonable care in selecting a carrier "concerns" motor vehicles under 49 U.S.C. § 14501(c)(2)(A), the Court focused squarely on the broker's selection function and statutory provisions peculiar to brokers.

Montgomery did not decide whether nonenumerated upstream sellers, growers, or receivers (who play no role in carrier selection) can assert preemption or be subjected to common-law tort duties. This Court never evaluated provisions of the Act, if any, that apply to buyers or sellers of goods acting in their capacity as agricultural shippers.

Here, the California Court of Appeal resolved two fundamental issues not answered by *Montgomery*: (1) whether nonenumerated entity defendants like agricultural shippers may assert FAAAA preemption under § 14501(c)(1), and (2) whether common-law claims premised on dockside scheduling pressure and driver release, which do not allege that the tractor-trailer itself was defective or unsafe, possess the requisite vehicle-safety nexus under § 14501(c)(2)(A).

Petitioner's assertion of an outcome-determinative conflict mischaracterizes the decision below. While Petitioner argues that the California Court of Appeal previously relied on the line of authority rejected in *Montgomery*, such as *Ye v. GlobalTranz Enters., Inc.*, 74 F.4th 453, 455–56 (7th Cir. 2023) and *Aspen Am. Ins. Co. v. Landstar Ranger, Inc.*, 65 F.4th 1261, 1272 (11th Cir. 2023), the court below independently grounded its holding on the plain text of § 14501(c)(1) and applied this Court's teachings in *Dan's City* to limit the safety exception to claims with a direct motor-vehicle connection.

At most, if this Court perceives any tension following *Montgomery*, the appropriate disposition is a straightforward denial of certiorari or, in the alternative, a standard remand without predeterminate instructions. Summary reversal is reserved for clear-cut errors controlled by existing precedent. *See, e.g., Pavan v. Smith*, 582 U.S. 563, 567–68 (2017) (Gorsuch, J., dissenting), (citing *Schweiker v. Hansen*, 450 U.S. 785, 791, (1981) (Marshall, J., dissenting)). Because *Montgomery* left open the exact legal questions presented by an agricultural shipper in Respondent's position, extraordinary summary relief is wholly unwarranted.

III. Alternatively, If The Court Declines Review of Petitioner's Question No. 2, Certiorari Should Be Denied Entirely Because Unresolved State Law Elements Make This Case A Poor Vehicle For Review Regarding Petitioner's Questions Nos. 1 and 3.

Setting aside the merits of the statutory preemption analysis, this case presents significant impediments that render it an ill-suited candidate for this Court's review regarding Petitioner's Questions Nos. 1 and 3. The lower courts decided this case solely on FAAAA preemption grounds; threshold common-law elements, including duty, breach, and proximate causation, were never reached below. Because the Court of Appeal explicitly noted that it need not address the parties' alternative arguments in light of its preemption disposition, those unresolved state law issues remain fully preserved and could independently resolve this action on remand. Granting certiorari on this procedural record would force the Court to issue broad pronouncements on federal preemption in a case that may ultimately dispose of itself under basic state tort principles.[1]

Petitioner's reliance on inadmissible hearsay as allegedly aggravating factual circumstances further underscores the inherently fact-bound nature of this dispute. Petitioner asserts that its claims are "analytically stronger" than those in *Montgomery* because Respondent allegedly possessed contemporaneous, first-hand knowledge of driver exhaustion and released the truck under stringent delivery pressure. Far from demonstrating a matter of national importance, these

[1] Petitioner's theory that agricultural shippers face state common law liability directly touches upon an area governed by comprehensive federal regulation under 49 C.F.R. § 390.6, which explicitly prohibits motor carriers, shippers, receivers, or transportation intermediaries from coercing drivers to operate commercial motor vehicles in violation of federal safety standards. Because the Court of Appeal resolved this case strictly on FAAAA preemption, these broader federal administrative regulatory standards and alternative defenses were never reached below. Because these unexamined threshold issues remain preserved, addressing Petitioner's Questions Nos. 1 and 3 on this incomplete procedural record is premature and renders this case an unsuitable vehicle for review.

highly specific allegations confirm that any eventual resolution would turn on a local, record-specific factual inquiry, and evidentiary rulings, rather than a clean statutory vehicle suitable for establishing uniform national rules.

Finally, Petitioner fails to show any genuine circuit conflict warranting this Court's intervention. The decision below rightfully applied this Court's established framework specifically drawing from *Dan's City* to distinguish between "related to" and "with respect to" to resolve the nonenumerated entity issue under the plain statutory text and apply a reasoned limiting construction to the safety exception as pleaded.

Because the Court of Appeal's ruling represents a straightforward, record-specific application of settled federal statutory interpretation principles to an upstream agricultural shipper, certiorari should be denied.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that the petition for a writ of certiorari be GRANTED limited solely to Petitioner's Question No. 2; however, certiorari, summary reversal, and GVR relief should be DENIED as to Petitioner's Questions Nos. 1 and 3.

Respectfully submitted,

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