

No. 25-1421

**In the
Supreme Court of the United States**

CHRISTINA CASAREZ,

Petitioner,

v.

IRIGROYEN FARMS, INC., ET AL.,

Respondents.

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

BRIEF FOR RESPONDENT WALMART INC.

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QUESTION PRESENTED

The California Court of Appeal, relying on Seventh and Eleventh Circuit precedent, concluded that petitioner's negligence and wrongful-death claims are preempted by the Federal Aviation Administration Authorization Act of 1994 (FAAAA) notwithstanding the FAAAA's safety exception. This Court subsequently interpreted the safety exception in *Montgomery v. Caribe Transport II, LLC*, 608 U.S. 219 (2026), including by rejecting some of the lower-court precedents that the California Court of Appeal invoked in its analysis here.

The question presented is whether this Court should grant, vacate, and remand this case back to the California Court of Appeal to assess, in the first instance, how *Montgomery* bears on the proper disposition of this case.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Rule 29.6 of the Rules of this Court, Respondent Walmart Inc. (WMT) states that it has no parent corporation and no publicly traded corporation owns 10% or more of its stock.

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INTRODUCTION

Petitioner Christina Casarez asks this Court for an order granting certiorari, vacating the judgment below, and remanding for further consideration in light of this Court's recent decision in *Montgomery v. Caribe Transport II, LLC*, 608 U.S. 219 (2026). Walmart agrees that this case meets this Court's established criteria for a GVR order. The California Court of Appeal should decide in the first instance whether and how the decision in *Montgomery* alters its analysis of whether the preemption provisions in the Federal Aviation Administration Authorization Act of 1994 (FAAAA) apply here.

The case involves a tragic tractor-trailer accident in which petitioner's daughter died. Petitioner sued both Irigoyen Farms (the shipper of the goods being transported at the time of the accident) and Walmart (the intended recipient of the goods) for negligence. As the intended recipient of the shipment, Walmart played no role in arranging for transportation. Walmart did not select the broker, the motor carrier, or the driver. It did not provide or maintain the vehicle. Nor did it participate in any other way. *See* Walmart Mem. in Supp. of Summ. J. 15, *Casarez v. Hill*, No. 19CECG03758 (Fresno Cnty. Cal. Super. Ct. May 16, 2023), 2023 WL 12197433 (Walmart MSJ).

Below, the California courts granted summary judgment to Irigoyen Farms and Walmart, finding that the FAAAA preempted petitioner's state-law tort claims. But the decision below adopted reasoning that has since been called into question by this Court's decision in *Montgomery*. A GVR order is therefore warranted so that the California Court of Appeal can decide in the first instance whether and

how *Montgomery* bears on this case. If the California Court of Appeal concludes that preemption does not apply, the California courts can resolve the defendants' other arguments at summary judgment—including Walmart's state-law argument that it did not breach any relevant duty of care in this case.

This case does not warrant summary reversal or plenary review by this Court. Summary reversal is not appropriate because the factual circumstances of this case are different from those presented in *Montgomery*, which involved a tighter connection between the defendant and state law governing motor vehicle safety. Furthermore, Walmart raised independent state-law grounds for affirmance in the California Court of Appeal.

Nor is plenary review appropriate. Petitioner and respondent Irigoyen Farms urge the Court to grant certiorari on petitioner's second question presented: whether the FAAAA's preemption clause, 49 U.S.C. § 14501(c)(1), covers shippers and receivers. But that question will be purely academic if the California Court of Appeal decides on remand that the FAAAA's safety exception, *id.* § 14501(c)(2)(A), does not apply. Walmart's alternative state-law grounds for affirmance could also obviate the need to answer the second question presented. And neither petitioner nor Irigoyen Farms identifies any split of authority on the second question presented that would warrant this Court's intervention.

This Court should GVR in light of *Montgomery*, and deny the requests for summary reversal or plenary review.

STATEMENT OF THE CASE

1. Olivia Mendoza died in Fresno County, California, after a tractor-trailer operated by Andre Hill ran a stop sign and collided with her car. Pet. App. 1-2. Hill was hauling a load of fresh produce from Irigoyen Farms to a Walmart distribution center in Nevada. *Id.* at 2-3. Hill was charged with vehicular manslaughter after local law enforcement authorities determined that his fatigue likely contributed to the accident. *Id.* at 2.

Mendoza's mother, petitioner Christina Casarez, later brought this lawsuit in California state court in her individual capacity and on behalf of her daughter's estate. *Id.* at 1, 3. She asserted negligence claims against both Irigoyen Farms and Walmart. *Id.* at 3.

Walmart's only involvement was its purchase of fresh produce from Irigoyen Farms. Irigoyen Farms arranged the shipment of that fresh produce by contracting with brokers, who contracted with a motor carrier that "hired Hill as an independent contractor" to drive the tractor-trailer. *Id.* Walmart had no role in arranging the transportation—it did not contract with the broker, motor carrier, or Hill, and it did not own the tractor-trailer Hill operated.

Petitioner nevertheless sued Walmart on the theory that "its onerous contractual requirements incentivized reckless conduct by motor carriers." *Id.* After discovery, petitioner identified just one purportedly relevant contractual provision—a provision noting that "Walmart had the contractual right to reject any untimely shipments." Appellant's Opening Br. 15-16, *Casarez v. Walmart, Inc.*, No. F086901 (Cal. App. filed Oct. 4, 2024); *see also id.* at

18 (noting that “Walmart could reject the loads if they were late” (citation omitted)).

Walmart moved for summary judgment on two grounds. First, Walmart argued that the FAAAA preempts any claims against Walmart. The FAAAA’s preemption provision bars states from enacting or enforcing any law “related to a price, route, or service of any motor carrier . . . or any motor private carrier, broker, or freight forwarder with respect to the transportation of property.” 49 U.S.C. § 14501(c)(1). The Act contains a “safety exception,” *Montgomery v. Caribe Transp. II, LLC*, 608 U.S. 219, 224 (2026), which provides that its preemption provision “shall not restrict the safety regulatory authority of a State with respect to motor vehicles,” 49 U.S.C. § 14501(c)(2)(A). Walmart contended that the safety exception does not apply because petitioner’s negligence claims against Walmart are too attenuated from the accident, given that Walmart had no role in arranging the transportation. *See* Walmart MSJ 15-21.

Second, Walmart argued that even if the FAAAA does not preempt petitioner’s claims, her claims nevertheless fail under California law because Walmart owed no relevant duty of care in this instance. Pet. App. 29. Walmart explained that it had no relationship with Mendoza, the tractor-trailer, the driver, the motor carrier, or the broker. Walmart had no duty to protect Mendoza from harms caused by independent third parties. *See* Walmart MSJ 21-28. Irigoyen Farms advanced similar arguments. *See* Irigoyen Farms Mot. Summ. J. 6-10, *Casarez v. Hill*, No. 19CECG03758 (Fresno Cnty. Cal. Super. Ct. May 24, 2023), 2023 WL 12197431.

2. In 2023, the Fresno County Superior Court granted summary judgment to Irigoyen Farms and Walmart. The court concluded that the FAAAA “preempts negligence claims against a broker and its hirer,” and found that both Irigoyen Farms and Walmart fell within the scope of the preemption provision. Pet. App. 28-29. The court also rejected application of the FAAAA’s safety exception to this case. *Id.* at 28. The court acknowledged the Ninth Circuit’s decision in *Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016 (9th Cir. 2020), *cert. denied*, 142 S. Ct. 2866 (2022), which concluded that the FAAAA did not preempt a negligence claim because the safety exception applied. Pet. App. 28. But the court noted that “*Miller*’s application of the safety exception has recently been rejected in a case with near-identical facts.” *Id.* (citing *Ye v. GlobalTranz Enters., Inc.*, 74 F.4th 453, 460-64 (7th Cir. 2023), *cert. denied*, 144 S. Ct. 564 (2024)).

Because the court concluded that the FAAAA preempts petitioner’s claims, it did not address respondents’ independent arguments that neither Walmart nor Irigoyen Farms owed any duty of care under California law.

3. The California Court of Appeal affirmed in September 2025. *Id.* at 1-2. The court read the FAAAA’s preemption clause to cover “shippers’ and ‘receivers’ like Irigoyen Farms and Walmart” because “[n]othing in the language suggests a beneficiary of the preemption clause must itself be a motor carrier, broker, or freight forwarder.” *Id.* at 13.

The court also held that the FAAAA’s safety exception does not save petitioner’s claims from preemption. *Id.* at 14-19. Like the Superior Court, it acknowledged Ninth Circuit precedent holding that

the safety exception applies so long as a claim has some “connection with motor vehicles, whether directly or indirectly.” *Id.* at 15 (quoting *Miller*, 976 F.3d at 1030 (citation omitted)). But, the court explained, it had “no obligation to follow *Miller*,” and it found “*Miller*’s rationale deficient.” *Id.* The court adopted the reasoning of the Eleventh Circuit in *Aspen American Insurance Co. v. Landstar Ranger*, 65 F.4th 1261, 1271-72 (11th Cir. 2023), *see id.* at 17, concluding that more than an “indirect connection . . . to [a] motor vehicle” is required, *id.* at 18 (citation omitted).

Because petitioner did not contend “the tractor trailer itself was defective or otherwise unsafe,” the court concluded that “the FAAAA’s safety exception does not apply here.” *Id.* at 19. The court did not address respondents’ alternative argument that petitioner’s claims independently fail under California state law.

The California Supreme Court denied review in January 2026.

4. In May 2026, this Court issued its decision in *Montgomery*. The Court held that a claim for negligent selection of a motor carrier falls within the FAAAA’s safety exception. 608 U.S. at 222. It reasoned that a claim is “‘with respect to motor vehicles’” “if it ‘concerns’ or ‘regards’ the vehicles used in transportation.” *Id.* at 226-27 (citation omitted). And it held that a state law requiring a broker “to exercise ordinary care in selecting a carrier” concerns motor vehicles. *Id.* at 227. In so holding, the Court resolved a circuit split on the meaning of the safety exception and expressly disagreed with the Seventh Circuit’s decision in *Ye* and the Eleventh Circuit’s decision in *Aspen*, which had held that such negligent-

hiring claims did not fall within the safety exception. *Id.* at 225 n.1.

On June 12, 2026, petitioner sought certiorari from this Court.

ARGUMENT

Petitioner contends that this Court should grant certiorari, vacate the judgment of the California Court of Appeal, and remand (GVR) in light of this Court’s recent decision in *Montgomery v. Caribe Transport II, LLC*, 608 U.S. 219 (2026). Pet. 5-7. Walmart agrees. This case meets the Court’s established GVR criteria. The decision below rests on reasoning that has been called into question by the decision in *Montgomery*. The California Court of Appeal should have the opportunity to reconsider its decision in light of *Montgomery*.

Summary reversal or plenary review is inappropriate. The circumstances of this case differ from those in *Montgomery*; there are alternative grounds for affirmance of the trial court’s judgment; and neither petitioner nor Irigoyen Farms identifies any split in authorities warranting plenary review. Moreover, because the California Court of Appeal should reevaluate the applicability of the FAAAA’s safety exception, the second question presented—whether the FAAAA’s preemption provision applies to shippers or receivers—may have no impact on the ultimate disposition of this case.

I. THE COURT SHOULD GRANT, VACATE, AND REMAND

This Court regularly grants certiorari, vacates the decision below, and remands “for reconsideration in the light of [a] recent decision” of this Court. Stephen

M. Shapiro et al., *Supreme Court Practice* § 4.5 (11th ed. 2019). A GVR order is “potentially appropriate” “[w]here intervening developments . . . reveal a reasonable probability that the decision below rests upon a premise that the lower court would reject if given the opportunity for further consideration, and where it appears that such a redetermination may determine the ultimate outcome of the litigation.” *Lawrence ex rel. Lawrence v. Chater*, 516 U.S. 163, 167 (1996). One “virtue[]” of the GVR practice, this Court has recognized, is that it “conserves the scarce resources of this Court that might otherwise be expended on plenary consideration.” *Id.*

A GVR order is appropriate here. The California Court of Appeal’s decision below construed the scope of the FAAAA’s safety exception, and it determined that such exception should not apply to state-law claims simply because those claims have some ““connection with” motor vehicles.” Pet. App. 15 (citation omitted). In reaching that conclusion, the court expressly relied on the Eleventh Circuit’s approach in *Aspen American Insurance Co. v. Landstar Ranger*, 65 F.4th 1261, 1271 (11th Cir. 2023). Pet. App. 15, 17. It rejected the reasoning of the Ninth Circuit in *Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1030 (9th Cir. 2020). Pet. App. 15. And it affirmed the Superior Court’s decision, which relied on the Seventh Circuit’s approach in *Ye v. GlobalTranz Enterprises, Inc.*, 74 F.4th 453 (7th Cir. 2023). Pet. App. 28.

This Court’s decision in *Montgomery* is an intervening development that calls into question the reasoning of the California Court of Appeal. In *Montgomery*, this Court concluded that, for purposes of the FAAAA’s safety exception, “a claim is ‘with

respect to motor vehicles’ if it ‘concerns’ or ‘regards’ the vehicles used in transportation.” *Montgomery*, 608 U.S. at 226-27 (quoting 49 U.S.C. § 14501(c)(2)(A)). *Montgomery* reversed the judgment of the Seventh Circuit, which relied on the same Seventh Circuit precedent—*Ye*, 74 F.4th 453—on which the Superior Court relied in this case. *See* 608 U.S. at 225 n.1; Pet. App. 28. *Montgomery* also identified the Eleventh Circuit’s *Aspen* decision (cited favorably and repeatedly by the California Court of Appeal in its decision below) as falling on the Seventh Circuit’s side of the circuit split. *See* 608 U.S. at 225 n.1; *see also id.* at 229 (Kavanaugh, J., concurring).

Montgomery thus undermines the basis of the California Court of Appeal’s judgment. And while there may ultimately be good reason to conclude that the FAAAA’s safety exception does not apply on the unique facts of this case, the California Court of Appeal should evaluate that question in the first instance. *See, e.g., Cutter v. Wilkinson*, 544 U.S. 709, 718 n.7 (2005) (“[W]e are a court of review, not of first view . . .”). Because *Montgomery* provides reason to believe the California Court of Appeal might reconsider its analysis of the FAAAA’s safety exception, a GVR order is appropriate. *See Lawrence*, 516 U.S. at 167.

II. THE COURT SHOULD NOT SUMMARILY REVERSE OR GRANT PLENARY REVIEW

Although a GVR order is appropriate, summary reversal or plenary review is not.

A. Summary Reversal Is Not Warranted

Summary reversal “is a rare and exceptional disposition, “usually reserved by this Court for

situations in which the law is well settled and stable, the facts are not in dispute, and the decision below is clearly in error.”” *Mireles v. Waco*, 502 U.S. 9, 15 (1991) (Scalia, J., dissenting) (quoting Robert L. Stern, Eugene Gressman, & Stephen M. Shapiro, *Supreme Court Practice* 281 (6th ed. 1986)).

Here, the law is not “well settled and stable,” and the decision below is not “clearly in error.” The gravamen of petitioner’s claim against Walmart is that Walmart’s “onerous contractual requirements incentivized reckless conduct by motor carriers.” Pet. App. 4. That allegation is far more attenuated from motor vehicle safety than the negligent hiring claim at issue in *Montgomery*. See 608 U.S. at 224-25 (considering a claim that a freight broker negligently hired a motor carrier directly). Walmart is not aware of any federal appellate decision addressing the FAAAA’s safety exception in light of *Montgomery* on similar facts, where the defendant is merely the *recipient* of an interstate shipment conveyed by an unrelated motor carrier. Accordingly, as discussed above, the California courts should determine in the first instance how this Court’s analysis in *Montgomery* applies to the particular circumstances of this case.

In any event, reversal of the Court of Appeal’s decision is not appropriate because Walmart and Irigoyen Farms raised an alternative case-dispositive reason for affirming the trial court’s order granting summary judgment: California state law imposed no relevant duty of care on them in this case. Pet. App. 29. The California Court of Appeal should consider that argument in the first instance. There is no reason for this Court to summarily resolve whether or how the FAAAA’s safety exception applies to these

facts where other, independent state-law grounds support the judgment below.

B. Plenary Review Is Not Warranted

Plenary review is also unwarranted. Petitioner and Irigoyen Farms urge the Court to grant certiorari on the second question presented in the petition: whether claims against shippers and receivers are subject to preemption under 49 U.S.C. § 14501(c)(1). That question does not warrant this Court's plenary review for three reasons.

First, the question might be obviated by application of the FAAAA's safety exception. If, on remand, the California Court of Appeal determines that *Montgomery's* analysis of the safety exception saves petitioner's claims, whether the FAAAA's preemption provision would otherwise cover those claims will have no consequences for this litigation. To the extent the Court wishes to address the scope of Section 14501(c)(1), it should wait for a case in which the answer to that question is clearly outcome-determinative. *See Montgomery*, 608 U.S. at 225 n.2 ("Because we hold that the safety exception applies, we assume without deciding that 49 U.S.C. § 14501(c)(1) would otherwise preempt *Montgomery's* negligent-hiring claim.").

Second, as explained, this case can be resolved on alternative state-law grounds, which again renders the FAAAA preemption question purely academic. *See supra* at 4, 10; *see, e.g., Maryland v. Baltimore Radio Show, Inc.*, 338 U.S. 912, 917-18 (1950) (opinion of Frankfurter, J.) (denying certiorari to review state court judgment appropriate where "the decision may be supportable as a matter of State law, not subject to review by this Court, even though the

State court also passed on issues of federal law”); *Schock v. United States*, 586 U.S. 1183, 1183 (2019) (statement of Sotomayor, J., respecting the denial of certiorari) (noting that certiorari was inappropriate where the court below “did not address [an] alternative ground for affirmance, the presence of which might complicate our review”). Again, there is no reason to grant certiorari to address a question with no practical importance to the parties.

Third, even aside from the unusual posture of this case, petitioner’s second question presented is not independently worthy of certiorari. Petitioner does not identify any split of authorities that would warrant this Court’s intervention. And although Irigoyen Farms asserts that the second question presented is “an important, pure question of statutory interpretation,” Irigoyen Farms Cert. Resp. 8, it likewise fails to identify any split of authorities or any other ordinary basis for invoking this Court’s discretionary exercise of plenary review.

Accordingly, there is no reason for this Court to dedicate its “scarce resources” to granting plenary review, particularly given that a GVR order is otherwise appropriate. *Lawrence*, 516 U.S. at 167.

CONCLUSION

This Court should grant, vacate, and remand in light of its decision in *Montgomery*.

Respectfully submitted,

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