

No. 25–1421

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

**REPLY TO WALMART'S
BRIEF IN OPPOSITION**

Kevin G. Little
Counsel of Record
LAW OFFICE OF KEVIN G. LITTLE
PO Box 8656
Fresno, CA 93747
(559) 342–5800
kevin@kevingliddle.com

Attorney for Petitioner

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**REPLY TO WALMART'S
BRIEF IN OPPOSITION**

Walmart and petitioner agree on the main point. The judgment below should be vacated, and the case remanded, in light of *Montgomery v. Caribe Transport II, LLC*, 608 U. S. 219 (2026). Walmart's Brief in Opposition 1, 7–9. Petitioner writes briefly on the one subject where the parties part ways: whether the Court should also grant plenary review, and, if so, on what question.

I. The Court should grant, vacate, and remand.

Walmart acknowledges that the Court of Appeal relied on *Aspen Am. Ins. Co. v. Landstar Ranger*, 65 F. 4th 1261 (CA11 2023), that the Superior Court relied on *Ye v. GlobalTranz Enterprises, Inc.*, 74 F. 4th 453 (CA7 2023), and that *Montgomery* identified both as the rejected side of the circuit split. Walmart's Brief in Opposition 8–9. It agrees that *Montgomery* calls the reasoning below into question and that the California courts should have the chance to reconsider. *Id.*, at 9. Respondent Irigoyen Farms opposes a GVR, but it accepts a remand as its fallback disposition if the Court perceives any tension with *Montgomery*. Brief for Respondent Irigoyen Farms, Inc. 20–21. Petitioner's first request is accordingly a grant, vacatur, and remand.

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II. If the Court is inclined to grant plenary review, it should be limited to the reach of the safety exception beyond brokers.

Walmart opposes plenary review, but its own brief identifies a question that remains open. It describes the claim against it as more attenuated from vehicle safety than the negligent-selection claim in *Montgomery*, and it reports that it 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.” Walmart’s Brief in Opposition 10; see also *id.*, at 2.

That is the open question. *Montgomery* concerned a claim that a broker negligently selected a carrier. The claims here rest on the respondents’ own conduct: a shipper’s release of a driver it allegedly knew to be exhausted, and a receiver’s delivery terms. Walmart’s description of the claim against it as resting on a single contract provision, Walmart’s Brief in Opposition 3–4, mischaracterizes the case. It is drawn from briefing outside the petition appendix, and it is not how the decision below describes the claim. See App.4. Courts that have extended preemption to shippers have generally done so by treating claims against them as claims about broker services. See, e.g., *Creagan v. Wal-Mart Transportation, LLC*, 354 F.Supp.3d 808, 813, n. 6 (ND Ohio 2018) (claim against shipper preempted because it stemmed entirely from the broker’s services). The safety-exception reasoning in this area has likewise followed the direct-link approach of *Ye*, 74 F.4th, at

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460–462, which was on the losing side of the split *Montgomery* resolved. The premise for extending preemption to shippers and receivers therefore needs to be examined again, and whether the exception's reach depends on the claim alone or also on the defendant's role is a question that will recur. Petitioner has found no appellate decision addressing it for receivers or consignees, and Walmart identifies none. A bare remand leaves that question to be answered separately, and perhaps differently, by intermediate state courts.

Petitioner does not ask the Court to grant review on the second question presented alone, as Irigoyen Farms proposes. Walmart is right that whether non-enumerated defendants may invoke § 14501(c)(1) may not matter if the safety exception applies. Walmart's Brief in Opposition 11. *Montgomery* itself assumed preemption without deciding it. *Ibid.* (citing *Montgomery*, 608 U.S., at 225, n. 2). A grant limited to the second question would decide a threshold issue that may never need to be reached and would leave the exception unaddressed. If the Court grants review, the question to be presented is whether, under *Montgomery*, the safety exception reaches claims against defendants other than brokers who are alleged to have been negligent in their own right. That question is fairly included in the first question presented. This Court's Rule 14.1(a). The second question would be reached only if necessary.

Walmart's alternative state-law ground does not change this. Neither court below reached its argument that it owed no duty of care, and Walmart acknowledges as much. Walmart's Brief in

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Opposition 5–6. The judgment therefore rests on preemption alone, and the Court of Appeal said so in terms: in light of its disposition, it did not address the parties' other arguments. App. 19, n. 7. Walmart relies on two separate writings respecting the denial of certiorari, an opinion of Justice Frankfurter and a statement of JUSTICE SOTOMAYOR, for the proposition that an unaddressed state-law ground counsels against review. Walmart's Brief in Opposition 11–12. By Walmart's own parentheticals, neither is a holding of the Court. And the argument proves too much. An alternative ground left unaddressed below is present in many cases that reach this Court from a summary judgment, and if that were enough to defeat review, a published preemption ruling that ended a wrongful-death case could never be reviewed. Petitioner does not dispute that the California courts may address duty on remand. That possibility bears on whether petitioner will ultimately recover. It does not bear on whether the federal question decided in a published opinion is important, or on whether the California courts will have the guidance they need to decide it correctly.

Nor does the principle that this Court is “a court of review, not of first view,” Walmart's Brief in Opposition 9 (quoting *Cutter v. Wilkinson*, 544 U. S. 709, 718, n. 7 (2005)), counsel otherwise. That principle governs the application of settled law to a developed record. Here the uncertainty is about the content of the rule: what *Montgomery's* “concerns” standard requires of a claim against a defendant who is not a broker. The summary-judgment record is fixed, and Walmart does not suggest otherwise.

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Finally, Walmart faults petitioner for not identifying a split of authority on the second question. Walmart's Brief in Opposition 12. This Court's Rule 10 does not make a split a prerequisite. This Court's Rule 10(c) reaches a state-court decision on an important federal question that this Court has not settled but should settle, and one that conflicts with this Court's relevant decisions. The decision below falls within both. It is a published appellate opinion, review of which the California Supreme Court denied, App. 21, and it rests on a direct-connection requirement drawn from *Aspen* and *Ye* that Walmart concedes *Montgomery* has called into question. Walmart's Brief in Opposition 9. Whether a shipper or receiver may invoke §14501(c)(1) at all, and how far the safety exception reaches claims against such a defendant, are questions this Court has not addressed. The absence of a division among lower courts is unsurprising for a question that, by Walmart's own account, no federal appellate court has addressed since *Montgomery*. *Id.*, at 10.

III. Disposition

Petitioner asks the Court to grant the petition, vacate the judgment, and remand for further consideration in light of *Montgomery*. In the alternative, if the Court is inclined to grant plenary review, it should limit review to the reach of the safety exception, 49 U. S. C. §14501(c)(2)(A), to claims against defendants other than brokers.

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CONCLUSION

This Court should grant certiorari.

Respectfully submitted.

Kevin G. Little
Counsel of Record
LAW OFFICE OF KEVIN G. LITTLE
PO Box 8656
Fresno, CA 93747
(559) 342-5800
kevin@kevingliddle.com

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Attorney for Petitioner