No. 24-1238

IN THE

Supreme Court of the United States

SHAWN MONTGOMERY,
Petitioner,

v.

CARIBE TRANSPORT II, LLC, YOSNIEL VARELA-MOJENA, C.H. ROBINSON WORDWIDE, INC., C.H. ROBINSON COMPANY, C.H. ROBINSON COMPANY, INC., C.H. ROBINSON INTERNATIONAL, INC., and CARIBE TRANSPORT, LLC,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Seventh Circuit

BRIEF OF AMICUS CURIAE ROBERT COX IN SUPPORT OF PETITIONER

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December 2025

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INTEREST OF AMICUS CURIAE[1]

Robert Cox is the respondent in *Total Quality Logistics, LLC v. Cox*, No. 25-145, in which a petition for a writ of certiorari is currently pending before this Court. Mr. Cox's wife, Greta Cox, was killed in a motor vehicle crash that resulted from a freight broker's hiring of an unsafe motor carrier to transport goods from Illinois to California. Mr. Cox filed suit against the broker, both individually and as personal representative and special administrator of Greta's estate, alleging that the broker was negligent in selecting the motor carrier to transport the load given the motor carrier's terrible safety record. The broker moved to dismiss, arguing that Mr. Cox's negligent-hiring claim is preempted by an express preemption provision in the Federal Aviation Administration Authorization Act of 1994 (FAAAA), 49 U.S.C. § 14501(c)(1).

The Sixth Circuit held that Mr. Cox's claim falls within the scope of the FAAAA's preemption provision, but that it is not preempted because it also falls within the scope of the FAAAA's safety exception, which specifies that the preemption provision does "not restrict the safety regulatory authority of a State with respect to motor vehicles." *Id.* § 14501(c)(2)(A). In response to the broker's argument that Mr. Cox's claim was not "with respect to motor vehicles," the Sixth Circuit explained that "there is no way to disentangle motor vehicles from Mr. Cox's substantive claim." *Cox v. Total Quality Logistics, Inc.*, 142 F.4th

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[1] This brief was not written in whole or in part by counsel for a party. No one other than amicus curiae or his counsel made a monetary contribution to the preparation or submission of the brief.

847, 856 (6th Cir. 2025). "The crux of the alleged negligent conduct is that [the broker] failed to exercise reasonable care in selecting a safe motor carrier to operate a motor vehicle on the highway, resulting in a vehicular accident that killed Ms. Cox—allegations that plainly 'involve' motor vehicles and motor vehicle safety." *Id.* (quoting *Dan's City Used Cars, Inc. v. Pelkey*, 569 U.S. 251, 262 (2013)).

The broker filed a petition for certiorari, presenting the question whether common-law negligent-hiring claims against freight brokers fall within the scope of the safety exception. *See* Pet., *Total Quality Logistics*, No. 25-145, at i. Mr. Cox is filing this brief because he expects the Court's opinion in this case to resolve that question. The brief explains that personal injury and wrongful death (collectively, personal injury) claims against freight brokers that arise out of a broker's negligent hiring of an unsafe motor carrier invoke the state's safety regulatory authority respecting motor vehicles and therefore fall within the safety exception's scope.

SUMMARY OF ARGUMENT

In 1994, Congress enacted a provision regarding the "preemption of state economic regulation of motor carriers." FAAAA, Pub. L. No. 103-305, § 601(c), 108 Stat. 1569, 1606 (1994). As later amended, that provision preempts state laws "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).

At the same time that it enacted the preemption provision, Congress sought to "ensure that its preemption of States' economic authority over motor carriers

of property" would "'not restrict' the preexisting and traditional state police power over safety." *City of Columbus v. Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 439 (2002) (quoting 49 U.S.C. § 14501(c)(2)(A)). Accordingly, Congress also enacted a provision preserving "the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). This provision is generally referred to as the safety exception.

Personal injury claims against freight brokers based on the broker's negligent hiring of an unsafe motor carrier fall squarely within the scope of the safety exception. The state-law requirement underlying such claims—the requirement to exercise reasonable care to select a safe motor carrier to provide motor vehicle transportation—is part of the state's safety regulatory authority, and that safety authority concerns motor vehicles. Indeed, the purpose of the state-law requirement is to protect the public from the safety risks posed by dangerous motor vehicles. And the negligent conduct underlying such claims is inextricably tied to motor vehicles and motor vehicle safety.

The Seventh Circuit's decision in this case rests on an earlier holding in *Ye v. GlobalTranz Enterprises, Inc.*, 74 F.4th 453 (7th Cir. 2023). That decision, in turn, rests on numerous irrelevant observations and analytical mistakes. For example, *Ye* emphasizes that the safety exception does not mention brokers. But the safety exception does not mention *any* regulated entities; its application is based on the nature of the state-law requirement, not on the identity of the regulated party. Moreover, *Ye* focuses on the relationship between brokers and motor vehicles,

finding the relationship too "indirect" for claims against brokers to fall within the safety exception. But, under the plain language of the safety exception, the relevant inquiry is into the relationship between the *state-law requirement* and motor vehicles, not between the *regulated entity* and motor vehicles.

Respondent C.H. Robinson's additional arguments fare no better.[2] It is not true, for example, that the phrase "with respect to motor vehicles" is superfluous if the safety exception applies to claims against brokers. To be part of the state's "safety regulatory authority," a state law must be "genuinely responsive to safety concerns." *Ours Garage*, 536 U.S. at 442. The addition of the phrase "with respect to motor vehicles" clarifies that, to fall within the safety exception, the state law must be genuinely responsive to safety concerns *respecting motor vehicles*. And C.H. Robinson's focus on Congress's deregulatory purpose in enacting the FAAAA is misplaced. By enacting the safety exception, Congress demonstrated that it wanted to preserve state-law safety requirements concerning motor vehicles. The state-law requirement underlying personal injury claims against brokers based on their negligent hiring of unsafe motor carriers is precisely such a state-law safety requirement.

Thousands of people are injured or killed in truck crashes each year. Holding freight brokers accountable when they hire motor carriers that they know or should know will place dangerous trucks on

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[2] Respondents C.H. Robinson Worldwide, Inc., C.H. Robinson Company, C.H. Robinson Company, Inc., and C.H. Robinson International, Inc., are collectively referred to in this brief as "C.H. Robinson."

the roads is one way that states try to make the roads safer for everyone who drives or rides on them. Personal injury claims against freight brokers based on the negligent hiring of unsafe motor carriers fall directly within the safety exception and are not preempted by the FAAAA.

ARGUMENT

I. The FAAAA's safety exception applies to personal injury claims against freight brokers that arise out of the broker's negligent hiring of an unsafe motor carrier.

Personal injury claims against freight brokers arising out of a broker's negligent hiring of an unsafe motor carrier are based on the broker's breach of the state-law requirement to exercise reasonable care not to hire a motor carrier that will operate or maintain motor vehicles unsafely—that is, not to hire a motor carrier that will place dangerous motor vehicles on the road. *See* Restatement (Second) of Torts § 411 ("An employer is subject to liability for physical harm to third persons caused by his failure to exercise reasonable care to employ a competent and careful contractor … to do work which will involve a risk of physical harm unless it is skillfully and carefully done[.]"). That state-law requirement falls squarely within the safety exception.

First, the state-law requirement is part of the "safety regulatory authority of a State." 49 U.S.C. § 14501(c)(2)(A); *see Cox*, 142 F.4th at 853–54. State courts' ability to develop and enforce common-law duties and standards is undoubtedly part of the "authority of [the] State." This Court has recognized that "state regulation can be effectively exerted through an award of damages," *Kurns v. R.R. Friction*

Prods. Corp., 565 U.S. 625, 637 (2012) (cleaned up), making the requirement part of the state's "regulatory authority." *See id.* (holding that a statute that preempted the field of "regulating locomotive equipment" preempted "state common-law duties and standards of care"). And the state-law requirement is "genuinely responsive to safety concerns," *Ours Garage*, 536 U.S. at 442—specifically, the risk of physical harm if the broker selects a motor carrier that will place dangerous motor vehicles on the road—making the requirement part of the state's "safety regulatory authority."

Second, the state safety regulatory authority at issue is "with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). This Court has construed the phrase "with respect to" in the FAAAA to mean "concern[ing]." *Dan's City*, 569 U.S. at 261. The state-law requirement for brokers to exercise reasonable care in selecting a safe motor carrier to provide motor vehicle transportation clearly concerns motor vehicles: The purpose of imposing such a requirement on brokers is to protect third parties from the "risk of physical harm" posed by unsafely operated or maintained motor vehicles. Restatement (Second) of Torts § 411.

Moreover, in determining whether claims were "with respect to the transportation of property" in *Dan's City*, this Court considered whether the challenged conduct "involve[d]" transportation. 569 U.S. at 262. Applying the reasoning of *Dan's City* "to the identical language in the safety exception indicates that, when courts evaluate whether a common law negligence claim concerns motor vehicles, they must look to the substance of the underlying allegations

and assess whether the alleged negligent conduct 'involve[s]' motor vehicles." *Cox*, 142 F.4th at 855 (quoting *Dan's City*, 569 U.S. at 262). Where the "crux of the alleged negligent conduct is that [a broker] failed to exercise reasonable care in selecting a safe motor carrier to operate a motor vehicle on the highway, resulting in a vehicular accident," those allegations "plainly 'involve' motor vehicles and motor vehicle safety." *Id.* at 856 (quoting *Dan's City*, 569 U.S. at 262). "Simply put, there is no way to disentangle motor vehicles from" such claims. *Id.*

In short, personal injury claims against freight brokers based on the broker's negligent hiring of an unsafe motor carrier rely on state-law requirements that are "genuinely responsive to safety concerns" respecting motor vehicles. *Ours Garage*, 536 U.S. at 442. And such claims "substantively concern[] motor vehicles and motor vehicle safety." *Cox*, 142 F.4th at 858. Accordingly, the claims are part of the state's safety regulatory authority "with respect to motor vehicles" and fall within the safety exception.

II. The Seventh Circuit's decision is based on flawed reasoning.

The decision below bases the determination that the safety exception does not apply to petitioner Shawn Montgomery's negligent-hiring claims on the Seventh Circuit's prior decision in *Ye*, 74 F.4th 453. There, the court of appeals held that negligent-hiring claims against brokers do not fall within the safety exception because they are not "with respect to motor vehicles." *Id.* at 460. *Ye*'s analysis is deeply flawed and its holding is incorrect.

1. As an initial matter, *Ye* errs in stating, at the beginning of its analysis of the safety exception, that

this Court has determined that the "phrase 'with respect to motor vehicles' … 'massively limits the scope' of the safety exception." *Id.* at 460 (quoting *Dan's City*, 569 U.S. at 261). The statement in *Dan's City* that *Ye* relies on for that proposition was not addressing the limitation "with respect to motor vehicles" in the safety exception; it was addressing the limitation "with respect to the transportation of property" in the preemption provision. *See Dan's City*, 569 U.S. at 261. Although the two limitations both use the term "with respect to," that does not mean that the two limitations affect the same number or percentage of state laws. The scope of each limitation turns on the words that follow "with respect to": the objects of the phrase. *See Cox*, 142 F.4th at 855 n.6 (explaining that, in stating in *Dan's City* that the "phrase 'with respect to the transportation of property' 'massively limits the scope of preemption,'" this Court "was commenting not on the 'with respect to' portion of the phrase, but on its object, 'transportation of property'" (cleaned up)).

To illustrate the point: Although it is generally agreed that the term "related to" is broad, an FAAAA exception that applied only to state laws "related to apples" would be narrow. The object of the phrase matters. Likewise, the universe of state laws to which the limitation applies makes a difference. A provision exempting from preemption state laws related to apples would have a more limiting effect if it were an exception to a preemption provision regulating fruit farms than if it were an exception to a preemption provision regarding trucking regulation.

The phrases "with respect to the transportation of property" in the preemption provision and "with respect to motor vehicles" in the safety exception have

different objects: in the former, the transportation of property; in the latter, motor vehicles. And the phrases apply to different universes of state laws: in the former, laws related to the prices, routes, or services of motor carriers, motor private carriers, brokers, or freight forwarders; in the latter, the state's safety regulatory authority. There is thus no reason to assume that they have identical limiting effects on the provisions to which they apply. And there is no reason to deviate from a plain-meaning interpretation of the safety exception to try to ensure that "with respect to motor vehicles" limits the safety exception to the same degree that "with respect to the transportation of property" limits the preemption provision.

2. Continuing to the rest of *Ye*'s reasoning, that decision is based on the Seventh Circuit's assessment that the relationship between brokers and motor vehicles is insufficiently direct for claims against brokers to fall within the exception. "Absent unusual circumstances," the court of appeals stated, "the relationship between brokers and motor vehicle safety will be indirect, at most." 74 F.4th at 461. GlobalTranz, the freight broker defendant there, it noted, "does not own or operate motor vehicles." *Id*.

Under the plain text of the safety exception, however, the relevant inquiry is not into the relationship between the *regulated entity* and motor vehicles, but between the *state law* and motor vehicles. *See* 49 U.S.C. § 14501(c)(2)(A) (saving the state's "safety regulatory authority … with respect to motor vehicles"). And state safety laws do not need to directly regulate motor vehicle drivers or owners to concern motor vehicles. As the Sixth Circuit has noted, "[r]equiring

that the regulated entity directly own or operate motor vehicles would impose an additional limitation beyond what the text of the exception requires." *Cox*, 142 F.4th at 858. Here, where the purpose of requiring brokers to exercise reasonable care in selecting motor carriers to provide motor vehicle transportation is to protect third parties from the dangers posed by unsafely operated or maintained motor vehicles, the state-law requirement concerns motor vehicles, regardless of whether the relationship between brokers and motor vehicles is deemed to be "direct."

3. The Seventh Circuit also emphasized in *Ye* that the safety exception does not "expressly mention brokers." 74 F.4th at 461. "We hesitate," the court stated, "to read broker services into parts of the statute where Congress declined to expressly name them." *Id*. As the Sixth Circuit has explained, however, that argument "is based on a faulty reading of the safety exception." *Cox*, 142 F.4th at 856. "The exception contains no mention of *any* regulated persons or entities," including motor carriers, motor private carriers, or freight forwarders, "the three other entities listed in the preemption provision." *Id*. Accordingly, if the safety exception did not apply to laws regulating entities that are not named in the exception, the exception would not apply to any laws.

The lack of a direct reference to brokers, motor carriers, motor private carriers, and freight forwarders in the safety exception reflects that application of the safety exception is not based on the nature of the entity or person being regulated. Rather, by its plain text, it is based on the nature of the state authority being invoked, "provid[ing] a carveout from

§ 14501(c)(1) for certain state laws based on the substance of those laws—that is, whether the laws respond to safety issues and concern motor vehicles." *Id.*; *see Kaipust v. Echo Glob. Logistics, Inc.*, 2025 WL 2374556, at *8 (Ill. App. Ct. Aug. 15, 2025) ("[I]t is clear from the plain language of 49 U.S.C. § 14501(c)(2)(A) that Congress did not purposefully omit certain parties to exclude them from the safety exception; it omitted *any reference* to *any parties* because the exception applies to the conduct of *anyone*, so long as such conduct falls under the 'safety regulatory authority of a State with respect to motor vehicles.'"), *appeal allowed*, 2025 WL 3301665 (Ill. Nov. 26, 2025).

The third exception in 49 U.S.C. § 14501(c)(2)(A) demonstrates the distinction between an exception based on the nature of the regulated party and an exception based on the nature of the state law. In addition to the safety exception, section 14501(c)(2)(A) contains two other exceptions, one of which applies to "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." That exception's express reference to motor carriers indicates that the application of that exception is based on the nature of the regulated party: It applies only to certain regulation of motor carriers. In contrast, the absence of a reference to motor carriers or any other regulated entities in the safety exception indicates that the application of the safety exception is not based on the nature of the regulated entity. It is based on whether the state law is part of the state's safety regulatory authority with respect to motor vehicles, "regardless of who is

subject to the regulatory requirement." *Cox*, 142 F.4th at 857.

4. Just as it is irrelevant that freight brokers are not mentioned in the safety exception, it is irrelevant that brokers are not mentioned in the definition of "motor vehicle" in 49 U.S.C. § 13102(16). *Contra Ye*, 74 F.4th at 460. Entities do not themselves need to be motor vehicles for state laws regulating them to concern the safety of motor vehicles. And the definition of motor vehicle does not mention motor carriers, motor private carriers, freight forwarders, or any other regulated entities or people. Thus, if the safety exception only applied to a law when the entity regulated by the law was included in the definition of motor vehicle, the safety exception would never apply.

Likewise, it is immaterial that brokers are not mentioned in section "14501(c)(2)'s other savings provisions for 'intrastate transportation of household goods' and 'tow truck operations.'" *Ye*, 74 F.4th at 461 (quoting 49 U.S.C. § 14501(c)(2)(B) & (C)). That Congress did not mention brokers in these two narrowly focused exceptions does not speak to whether claims against brokers can fall within the scope of the safety exception, which applies more broadly to the state's "safety regulatory authority … with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). Indeed, it would be nonsensical to read the safety exception as limited to intrastate transportation of household goods and tow truck operations simply because Congress crafted different exceptions for those specific types of transportation.

The Seventh Circuit also erred in finding meaning in the fact that section 14501(c) is titled "Motor carriers of property," without mentioning brokers. The

preemption provision in section 14501(c)(1) demonstrates that, despite that title, the contents of the subsection can apply to laws regulating brokers, as well as to those regulating motor carriers. Section 14501(c)(1) preempts state laws related to the prices, routes, or services of motor carriers, motor private carriers, brokers, and freight forwarders. The safety exception then preserves the state's safety regulatory authority with respect to motor vehicles, regardless of whether that authority relates to the prices, routes, and services of motor carriers, motor private carriers, brokers, or freight forwarders.

5. *Ye*'s reliance on a separate preemption provision, 49 U.S.C. § 14501(b)(1), is also misplaced. *Ye* notes that section 14501(b), which preempts laws "relating to intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker," does not include a safety exception. Although section 14501(b) did not apply in *Ye*, which involved *inter*state transportation rather than *intra*state transportation, *Ye* considered Congress's decision not to add a safety exception to that provision to be an indication that Congress did not intend the safety exception in section 14501(c) to apply to claims against brokers. *Ye*, 74 F.4th at 461.

Congress, however, chose to treat laws related to interstate and intrastate broker prices, routes, and services differently. Although Congress could have addressed laws related to interstate broker prices, routes, and services alongside laws related to intrastate broker prices, routes, and services in section 14501(b)(1), which does not have an express safety exception, Congress chose instead to address those laws in section 14501(c)(1), which does have an

express safety exception. Rather than demonstrating an intent to exclude laws relating to the interstate prices, routes, and services of a broker from the safety exception, Congress's decision to address those laws in section 14501(c)(1), rather than in section 14501(b)(1), indicates that Congress wanted the safety exception to apply to them where, as here, the exception's conditions are met.

6. *Ye* likewise errs in its reliance on other provisions of Title 49 to hold that the safety exception does not cover claims against brokers. *Ye* states that "Congress's references to motor vehicle safety" in Title 49 "do not impose obligations on brokers." 74 F.4th at 463. But the relevant question is not whether the *federal* government regulates brokers in ways that impact safety, but whether the law at issue is part of the *state*'s safety regulatory authority concerning motor vehicles. Congress sought, through the safety exception, to preserve the states' "preexisting and traditional state police power over safety." *Ours Garage*, 536 U.S. at 439. The requirement that brokers exercise reasonable care to hire safe motor carriers is part of that state power.

For similar reasons, the statutory requirement that motor carriers carry insurance for bodily injury or death, and the absence of such a requirement for brokers, is irrelevant. *Contra Ye*, 74 F.4th at 463. The motor-carrier insurance provision demonstrates that Congress was concerned about motor carriers' possible inability to pay personal injury claims against them. That Congress did not consider brokers' inability to pay a serious enough problem for it to mandate insurance for personal injury claims does not demonstrate an intent to immunize brokers from such

claims, let alone to exclude from the safety exception state laws regulating brokers.

7. Finally, *Ye* errs in relying on its perception of a "separateness" between federal motor vehicle safety regulations and federal regulation of brokers to interpret the meaning of the phrase "with respect to motor vehicles" in the safety exception, which is not limited to laws regulating brokers. *Ye* states that this "separateness" "counsels a reading of 'with respect to motor vehicles' that requires a direct connection between the potentially exempted state law and motor vehicles." 74 F.4th at 462. And it states that, because "Congress's references to motor vehicle safety do not impose obligations on brokers," "only those laws with a direct link to motor vehicles fall within a state's 'safety regulatory authority ... with respect to motor vehicles.'" *Id*. at 463–64.

It makes no sense, however, to determine the relationship between state laws and motor vehicles necessary for a law to be "with respect to motor vehicles" within the meaning of the safety exception by looking at the relationship between brokers and motor vehicles. Under that reasoning, parties in future cases involving the safety exception would have to meet a standard developed based on the relationship between brokers and motor vehicles, even if those cases do not involve brokers. Instead, the court should have first determined the relationship between a state law and motor vehicles necessary for that law to be "with respect to motor vehicles," and then determined whether the state-law requirement underlying the claim at issue has the requisite relationship to motor vehicles. As discussed above, the necessary relationship is that the state-law

requirement "concern" motor vehicles. *Dan's City*, 569 U.S. at 261. And the state-law requirement that brokers exercise reasonable care to select a motor carrier that will not unsafely operate or maintain motor vehicles is a requirement that concerns motor vehicles.

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Having applied the wrong analysis, the Seventh Circuit reached the wrong conclusions. The court erred both in concluding that the safety exception requires a "direct" connection between the state law and motor vehicles and in concluding that personal injury claims against brokers based on their negligent hiring of unsafe motor carriers lack such a connection. The text of the safety exception does not limit its reach to laws with a "direct" connection to motor vehicles. *See Cox*, 142 F.4th at 857. Rather, the exception uses the broader phrase "with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). Moreover, "[e]ven if such a connection [were] required," personal injury claims against brokers based on the negligent hiring of an unsafe motor carrier "would not be preempted," *Cox*, 142 F.4th at 857, because the state-law requirement underlying such claims is directly connected to motor vehicles: It is aimed at protecting the public from the dangers posed by unsafe motor vehicles. Simply put, personal injury claims against brokers arising out of their negligent hiring of unsafe motor carriers invoke the state's "safety regulatory authority … with respect

to motor vehicles," 49 U.S.C. § 14501(c)(2)(A), and thus fall within the safety exception.

III. C.H. Robinson's additional arguments are meritless.

The additional arguments made by Respondent C.H. Robinson in its petition-stage brief do not undermine the conclusion that personal injury claims against brokers based on their negligent hiring of unsafe motor carriers fall within the safety exception.

1. C.H. Robinson argues that, if the safety exception can apply to claims against brokers, who do not themselves own or operate motor vehicles, the phrase "with respect to motor vehicles" will have no "operative effect." C.H. Robinson Pet.-Stage Br. 15. By its reading, if laws regulating brokers can be "with respect to motor vehicles," then all laws that fall within the preemption provision will be "with respect to motor vehicles." That is incorrect. The term "safety regulatory authority" requires that the state law at issue be "genuinely responsive to safety concerns." *Ours Garage*, 536 U.S. at 442. The phrase "with respect to motor vehicles" then clarifies that the state-law requirement at issue must, specifically, be genuinely responsive to safety concerns *respecting motor vehicles*. Regardless of whether the regulated party is a motor carrier or broker, state laws can relate to motor carrier or broker prices, routes, or services with respect to the transportation of property without being genuinely responsive to safety concerns respecting motor vehicles.

For example, in *Rowe v. New Hampshire Motor Transport Ass'n*, 552 U.S. 364 (2008), this Court held that the FAAAA preempted laws regulating the delivery of tobacco. Although the laws related to

public health, they did not concern the safety risks posed by motor vehicles, and the safety exception did not apply. *See id.* at 374 (explaining that the FAAAA contains an exception "governing motor vehicle safety" but not one governing public health).

Moreover, although this case focuses on the preemption provision in section 14501(c)(1), Congress enacted *two* preemption provisions in the FAAAA: section 14501(c)(1), and a preemption provision preempting state laws related to the "price, route, or service of an air carrier or carrier affiliated with a direct air carrier through common controlling ownership when such carrier is transporting property by aircraft or by motor vehicle." FAAAA § 601(b), *codified at* 49 U.S.C. § 41713(b)(4)(A). Congress attached the safety exception to both preemption provisions. *See* 49 U.S.C. §§ 14501(c)(2)(A) & 41713(b)(4)(B)(i). The "with respect to motor vehicles" language limits the safety exception to the state's safety regulatory authority concerning motor vehicles, not its safety regulatory authority concerning "aircraft."

2. C.H. Robinson likewise errs in arguing that a "direct" relationship between state laws and motor vehicles is necessary to keep the second exception in 49 U.S.C. § 14501(c)(2)(A), which exempts from preemption "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," from being redundant. The laws preserved by that exception are not necessarily responsive to safety concerns; they can be aimed at avoiding harm to the roads. And those laws directly relate to motor vehicles and are thus no more

redundant under an interpretation of the statute that does not require a direct connection than under one that does. *See Bufkin v. Collins*, 604 U.S. 369, 387 (2025) ("[W]hen both interpretations involve the same redundancy, the canon against surplusage simply does not apply."). Moreover, this Court "has emphasized that, in the context of statutory interpretation, '[r]edundancy is not a silver bullet,' and sometimes a 'statute contains some redundancy.'" *Cox*, 142 F.4th at 858 n.8 (quoting *Rimini St., Inc. v. Oracle USA, Inc.*, 586 U.S. 334, 346 (2019)). "It is logical that Congress would provide a broad carveout for states to regulate motor vehicle safety, while expressly enumerating other areas of state regulatory authority that are motivated not only by motor vehicle safety, but also other concerns, such as traffic efficiency and public health." *Id*.

3. C.H. Robinson's novel argument that the safety exception does not cover negligent-hiring claims against brokers because it "cannot preserve what did not exist" is meritless. C.H. Robinson Pet.-Stage Br. 19. C.H. Robinson's argument seems to be that the safety exception can apply only to claims that could have been brought prior to deregulation of the transportation industry, and that negligent-hiring claims against freight brokers could not have been brought at that time because federal regulation preempted the field.

The safety exception, however, does not apply only to claims that could have been brought at some point in the past. It preserves all state laws that are part of

the state's "safety regulatory authority … with respect to motor vehicles."49 U.S.C. § 14501(c)(2)(A).

Moreover, as C.H. Robinson concedes, Congress largely deregulated the motor carrier industry in 1980—more than a decade before the FAAAA was enacted. *See* C.H. Robinson Pet.-Stage Br. 20. Thus, the "pervasive federal regulation o[f] the motor carrier industry" on which C.H. Robinson relies, *id*. at 19, did not exist when Congress enacted the FAAAA.

Furthermore, the case on which C.H. Robinson relies for its argument that federal regulation preempted the field held that a state could not "take action amounting to a suspension or revocation of an interstate carrier's [federally] granted right to operate." *Castle v. Hayes Freight Lines*, 348 U.S. 61, 64 (1954). The state law at issue here does not operate as a suspension or revocation of a carrier's right to operate. It simply holds brokers accountable for failing to take ordinary care to ensure that they are hiring safe motor carriers.

4. Finally, C.H. Robinson argues that reading the safety exception to apply to personal injury claims against freight brokers based on their negligent hiring of unsafe motor carriers would undermine Congress's deregulatory goals. In enacting the FAAAA, however, Congress displaced only "*certain* aspects of the State regulatory process." *Dan's City*, 569 U.S. at 263 (quoting FAAAA § 601(a)(2); emphasis in *Dan's City*). It specifically preserved other aspects of the regulatory process, including "the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). Stated differently, although Congress believed that *some* state regulation "imposed an unreasonable burden on interstate

commerce" that justified preempting such regulation, FAAAA § 601(a)(1)(A), Congress did not believe that *safety* regulation imposed such a burden. Instead of eliminating state safety laws, Congress expressly preserved them.

Personal injury claims based on brokers' negligent hiring of unsafe motor carriers help demonstrate why Congress needed to include the safety exception in the FAAAA. Although "competitive market forces" may further "efficiency, innovation, and low prices" in the market for airline and trucking services, *Rowe*, 552 U.S. at 371 (citation omitted), those forces do not promote safety in the broker/motor carrier market. If brokers cannot be held liable for negligently hiring unsafe motor carriers, they will be incentivized to hire the cheapest motor carriers possible, rather than to prioritize safety. Carriers, in turn, will be incentivized to compromise safety to reduce operating costs to remain competitive. The ensuing reduction in safety will come at the expense of other drivers and passengers on the road—people like Shawn Montgomery and Greta Cox, who are not part of the market for broker or motor carrier services, but who pay a heavy price when brokers fail to exercise ordinary care.

As of 2023, more than 28,000 brokers were registered with the Federal Motor Carrier Safety Administration (FMCSA). *See* FMCSA, *2024 Pocket Guide to Large Truck and Bus Statistics* 10 (2024).[3] Under C.H. Robinson's interpretation of the FAAAA, those brokers have no duty to exercise care to hire safe motor carriers. Indeed, under that interpretation, a

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[3] Available at https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2025-09/FMCSA%20Pocket%20Guide%202024-v6%20508%20.pdf.

broker cannot be held liable for the harm caused by its hiring of an unsafe motor carrier even if the broker *knew* that the motor carrier would place dangerous motor vehicles on the road.

Fortunately, the FAAAA does not require such a result: Its safety exception exempts from preemption the state's "safety regulatory authority … with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). Personal injury claims against freight brokers arising from their negligent hiring of unsafe motor carriers invoke that state safety regulatory authority and thus fall within the safety exception.

CONCLUSION

This Court should reverse the decision below.

Respectfully submitted,

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December 2025