No. 25-1217

IN THE UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

ANGELA FUELLING,
Plaintiff-Appellant,

v.

ECHO GLOBAL LOGISTICS, INC.,
Defendant-Appellee.

Appeal from the United States District Court
for the District of South Carolina, Spartanburg Division

APPELLANT'S BRIEF

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May 5, 2025

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

DISCLOSURE STATEMENT

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- In criminal and post-conviction cases, a corporate defendant must file a disclosure statement.
- In criminal cases, the United States must file a disclosure statement if there was an organizational victim of the alleged criminal activity. (See question 7.)
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No. 25-1217 Caption: Angela Fuelling v. Echo Global Logistics, Inc.

Pursuant to FRAP 26.1 and Local Rule 26.1,

Angela Fuelling
(name of party/amicus)

who is appellant, makes the following disclosure:
(appellant/appellee/petitioner/respondent/amicus/intervenor)

1. Is party/amicus a publicly held corporation or other publicly held entity? ☐ YES ☑ NO

2. Does party/amicus have any parent corporations? ☐ YES ☑ NO
If yes, identify all parent corporations, including all generations of parent corporations:

3. Is 10% or more of the stock of a party/amicus owned by a publicly held corporation or other publicly held entity? ☐ YES ☑ NO
If yes, identify all such owners:

4. Is there any other publicly held corporation or other publicly held entity that has a direct financial interest in the outcome of the litigation? ☐YES ☑NO
If yes, identify entity and nature of interest:

5. Is party a trade association? (amici curiae do not complete this question) ☐YES ☑NO
If yes, identify any publicly held member whose stock or equity value could be affected substantially by the outcome of the proceeding or whose claims the trade association is pursuing in a representative capacity, or state that there is no such member:

6. Does this case arise out of a bankruptcy proceeding? ☐YES ☑NO
If yes, the debtor, the trustee, or the appellant (if neither the debtor nor the trustee is a party) must list (1) the members of any creditors' committee, (2) each debtor (if not in the caption), and (3) if a debtor is a corporation, the parent corporation and any publicly held corporation that owns 10% or more of the stock of the debtor.

7. Is this a criminal case in which there was an organizational victim? ☐YES ☑NO
If yes, the United States, absent good cause shown, must list (1) each organizational victim of the criminal activity and (2) if an organizational victim is a corporation, the parent corporation and any publicly held corporation that owns 10% or more of the stock of victim, to the extent that information can be obtained through due diligence.

Signature: /s/ Adina H. Rosenbaum Date: 5/5/25

Counsel for: Angela Fuelling

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INTRODUCTION

This case presents the question whether a freight broker can be held accountable when its negligent hiring of an unsafe motor carrier leads to a motor vehicle crash that injures or kills someone. The Federal Aviation Administration Authorization Act (FAAAA) generally preempts state laws related to motor carrier and broker prices, routes, and services. *See* 49 U.S.C. § 14501(c)(1). However, it contains an express exception from preemption—known as the safety exception—for the state's "safety regulatory authority … with respect to motor vehicles." *Id.* § 14501(c)(2)(A). In this case, the district court held that wrongful death and personal injury claims against a freight broker based on its negligent hiring of an unsafe trucking company are not sufficiently related to motor vehicles to fall within the safety exception and are preempted by the FAAAA. The purpose of the state-law requirement underlying such claims, however, is to protect people on the road from the dangers posed by unsafe *motor vehicles*. Because it is "genuinely responsive to safety concerns" respecting motor vehicles, *City of Columbus v. Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 442 (2002), the state-law requirement is part of the state's "safety regulatory authority … with respect to motor

vehicles," 49 U.S.C § 14501(c)(2)(A), and claims based on that law fall within the safety exception.

JURISDICTIONAL STATEMENT

Angela Fuelling filed this case in the United States District Court for the District of South Carolina, Spartanburg Division, on March 18, 2022, asserting claims against Jason Ricardo Gordon and S&J Logistics, LLC. *See* JA005. On November 17, 2022, she filed an amended complaint that added Echo Global Logistics, Inc., Pratt Industries, Inc., Pratt Logistics, LLC, and Pratt (Jet Corr), Inc. as defendants. JA013. Ms. Fuelling brought this case both on her own behalf and as representative of the estate of her deceased husband, James Fuelling. JA013.

The district court had diversity jurisdiction pursuant to 28 U.S.C § 1332. Ms. Fuelling is a citizen of South Carolina. JA013. Jason Ricardo Gordon is a citizen of Georgia. JA015. S&J Logistics, LLC is a Connecticut company with its principal place of business in Connecticut. JA015. Echo Global Logistics, Inc., is a Delaware company with its principal place of business in Illinois. JA014. Pratt Industries, Inc., and Pratt Logistics, LLC, are Delaware companies with their principal places of business in Georgia. JA014. And Pratt (Jet Corr), Inc., is a Georgia

company with its principal place of business in Georgia. JA014. The amount in controversy is greater than $75,000. JA015.

On January 9, 2023, Echo Global Logistics, Inc., filed a cross-claim against S&J Logistics, LLC. ECF 51;[1] *see* JA006. On November 3, 2023, Ms. Fuelling filed a notice of dismissal of Pratt Industries, Inc. ECF 155; *see* JA009. On April 30, 2024, the district court approved a settlement between Ms. Fuelling and Pratt (Jet Corr), Inc., and Pratt Logistics, LLC, and dismissed those defendants. ECF No. 227; *see* JA011. On November 15, 2024, the district court granted summary judgment in favor of Echo Global Logistics, Inc., and dismissed it as a defendant. JA233. On January 22, 2025, the district court approved a settlement between Ms. Fuelling and the two remaining defendants, S&J Logistics, LLC, and Jason Ricardo Gordon, and dismissed the action with respect to Ms. Fuelling's claims against all defendants. ECF 250; *see* JA012. Finally, on February 12, 2012, Echo Global Logistics, Inc., dismissed its cross-claim against S&J Logistics, LLC. ECF 259; *see* JA012.

On February 13, 2025, the district court entered a judgment, stating that it had ordered that summary judgment is entered for Echo

[1] "ECF" refers to document numbers in the district court.

Global Logistics, Inc. JA234. The judgment was a final judgment that disposed of all parties' claims.

Ms. Fuelling filed a timely notice of appeal on March 5, 2025. JA235. This Court has jurisdiction under 28 U.S.C. § 1291.

STATEMENT OF THE ISSUE

Whether Angela Fuelling's negligent-hiring claim against Echo Global Logistics, which is based on Echo's hiring of an unsafe motor carrier to provide motor vehicle transportation, resulting in a motor vehicle crash, invokes the state's safety regulatory authority "with respect to motor vehicles" and thus falls within the FAAAA's safety exception to preemption, 49 U.S.C. § 14501(c)(2)(A).

STATEMENT OF THE CASE

A. Statutory Background

The Airline Deregulation Act of 1978 (ADA), Pub. L. No. 95-504, 92 Stat. 1705, eliminated federal economic regulation of the airline industry. "In keeping with the statute's aim to achieve maximum reliance on competitive market forces, Congress sought to ensure that the States would not undo federal deregulation with regulation of their own." *Dan's City Used Cars, Inc. v. Pelkey*, 569 U.S. 251, 255-56 (2013) (internal

quotation marks and citations omitted). Accordingly, the ADA includes a preemption provision that, as currently codified, prohibits states from enacting or enforcing laws "related to a price, route, or service of an air carrier." 49 U.S.C. § 41713(b)(1).

In 1980, Congress similarly deregulated the trucking industry, *see* Motor Carrier Act of 1980, Pub. L. No. 96-296, 94 Stat. 793, but did not preempt state trucking regulation. In 1994, concerned that state economic regulation of motor carriers was anti-competitive and advantaged air carriers over motor carriers, Congress enacted two preemption provisions. The first provision preempted 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 (whether or not such property has had or will have a prior or subsequent air movement)." FAAAA, Pub. L. No. 103-305, § 601(b), 108 Stat. 1569, 1605 (1994), codified at 49 U.S.C. § 41713(b)(4)(A). The second provision preempted state laws "related to a price, route, or service of any motor carrier … or any motor private carrier with respect to the transportation

of property." FAAAA § 601(c), 108 Stat. 1606, codified, as amended, at 49 U.S.C. § 14501(c)(1).

At the same time that it enacted these preemption provisions, Congress sought to "ensure that its preemption of States' economic authority" would "'not restrict' the preexisting and traditional state police power over safety." *Ours Garage*, 536 U.S. at 439 (quoting 49 U.S.C. § 14501(c)(2)(A)). Accordingly, Congress included exceptions to both preemption provisions providing that the provisions "shall not restrict the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A); 49 U.S.C. § 41713(b)(4)(B)(i). This exception from preemption is often called the "safety exception." *Ours Garage*, 536 U.S. at 435.

In 1995, Congress enacted provisions related to preemption of state laws concerning freight brokers. *See* ICC Termination Act, Pub. L. No. 104-88, § 103, 109 Stat. 803, 899 (1995). In particular, Congress enacted a provision preempting state laws related to "intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker." 49 U.S.C. § 14501(b)(1). That provision does not have a safety exception. Congress, however, did not include laws relating to *interstate* prices,

routes, and services of freight brokers and forwarders in that preemption provision. Instead, Congress added freight brokers and forwarders to the FAAAA's provision on motor carriers, 49 U.S.C. § 14501(c)(1), which does have a safety exception. Thus, as amended, 49 U.S.C. § 14501(c)(1) 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," and is subject to the safety exception providing that the preemption provision "shall not restrict the safety regulatory authority of a State with respect to motor vehicles," *id.* § 14501(c)(2)(A).

B. Factual Background

Echo Global Logistics, Inc. is a freight broker—a company hired by shippers to arrange for the transportation of property by a motor carrier. JA221. On January 3, 2022, Echo arranged for S&J Logistics, LLC, to transport a load of goods over an interstate route, from Conyers, Georgia, to East Greenville, Pennsylvania. JA221. Echo selected S&J Logistics to transport the load, even though public information, readily available on the website of the Federal Motor Carrier Safety Administration (FMCSA), revealed that the company had a history of safety violations.

JA172, JA175. In less than two years of operation, S&J Logistics had amassed 31 violations of the federal motor carrier safety regulations, including brake violations, vehicle out-of-service inspections, and a speeding violation. JA175. Moreover, just seven weeks before Echo selected S&J Logistics to carry the load, the motor carrier had been involved in a reportable crash. JA175. In addition, had Echo asked S&J Logistics about its safety practices—which it did not do—it would have learned that S&J Logistics lacked written safety policies and safety controls, and that it did not provide any driver training. JA176.

On January 4, 2022, Jason Ricardo Gordon, one of S&J Logistics' owners, drove the load brokered by Echo northbound on Interstate 85 in South Carolina. JA160, JA189. The S&J Logistics trailer that Mr. Gordon was hauling was at least seven months beyond its required annual inspection date—and thus not legal to be on the roadway—and its brakes were not functioning. JA200, JA214. In addition, Mr. Gordon was speeding and was not paying sufficient attention to the road in front of him. JA202-204.

At approximately 4 p.m., traffic on the highway slowed due to construction, and Mr. Gordon smashed into a pickup truck that had

slowed with the other traffic on the road. JA159, JA222. Mr. Gordon then continued on to hit two other trucks. JA159. James Fuelling, plaintiff Angela Fuelling's husband, was a passenger in the pickup truck hit by Mr. Gordon. JA 222. Mr. Fuelling was severely injured in the crash and died on the scene. JA159.

C. Procedural Background

On March 18, 2022, Angela Fuelling filed this case in the United States District Court for the District of South Carolina, Spartanburg Division, alleging claims against Mr. Gordon and S&J Logistics. *See* JA005. On November 17, 2022, she filed an amended complaint, adding Echo as a defendant, along with the shipper, Pratt (Jet Corr), Inc., and companies affiliated with it. JA013-032. As relevant here, the amended complaint alleges that Echo breached its duty to exercise reasonable care in selecting a motor carrier to verify that the motor carrier was safe, was reputable, and had systems in place for compliance with FMCSA regulations. JA028.[2]

[2] The amended complaint also alleges a wrongful death claim against Echo based on its negligence. JA030. This brief refers to the claim that Echo breached its duty to exercise reasonable care to select a safe motor carrier and the wrongful death claim based on that negligence, collectively, as Ms. Fuelling's negligent-hiring claim.

On November 15, 2024, the district court granted summary judgment to Echo, holding that the FAAAA preempts Ms. Fuelling's negligent-hiring claim. JA220-233. The district court first held that the claim falls within the scope of the FAAAA's preemption provision, 49 U.S.C. § 14501(c)(1). JA226-227. The court then held that the claim does not fall within the scope of the safety exception, 49 U.S.C. § 14501(c)(2)(A). JA227-232. Although Echo hired a motor carrier to provide motor vehicle transportation, resulting in a motor vehicle crash, the court held that there was an insufficient "link" between "motor vehicles and Echo's alleged negligent hiring" for the exception to apply. JA232.

On February 13, 2025, after the other claims in the case either settled or were dismissed, the court entered summary judgment for Echo. JA234.

SUMMARY OF ARGUMENT

Ms. Fuelling's negligent-hiring claim falls within the FAAAA's safety exception, 49 U.S.C. § 14501(c)(2)(A). That exception saves from preemption "the safety regulatory authority of a State with respect to motor vehicles." *Id.* The state-law requirement underlying Ms. Fuelling's

claim—a 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. Because Ms. Fuelling's negligent-hiring claim falls within the safety exception, it is not preempted by the FAAAA.

STANDARD OF REVIEW

This Court "review[s] de novo a district court's award of summary judgment, viewing the facts and inferences drawn therefrom in the light most favorable to the non-moving party." *Liberty Mut. Ins. Co. v. Atain Specialty Ins. Co.*, 126 F.4th 301, 306 (4th Cir. 2025) (citation omitted).

ARGUMENT

I. Ms. Fuelling's negligent-hiring claim falls within the FAAAA's safety exception.

Ms. Fuelling's negligent-hiring claim is based on Echo's breach of the state-law requirement to exercise "reasonable care" to select a "'competent and careful'" motor carrier, because of the "risk of physical harm" if the motor carrier's work is not done "'skillfully and carefully'"—that is, to exercise reasonable care to hire a safe motor carrier that will

not place dangerous motor vehicles on the road. *Ruh v. Metal Recycling Servs., LLC*, 439 S.C. 649, 656-57, 889 S.E.2d 577, 581 (2023) (quoting Restatement (Second) of Torts § 411 (1965)). 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). State courts' ability to develop and enforce common-law duties and standards is part of the "authority of [the] State." The Supreme 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." Notably, Echo did not argue, in either its motion for summary judgment or reply

in support thereof, that Ms. Fuelling's claim did not invoke the safety regulatory authority of a state. *See* ECF 165, 204. Likewise, the district court did not question that Ms. Fuelling's claim invokes the state's safety regulatory authority. *See* JA230 (stating that "the applicability of the exception to this case turns on whether a broker's hiring practices are sufficiently within South Carolina's regulatory authority 'with respect to motor vehicles'" (quoting 49 U.S.C. § 14501(c)(2)(A)).

Second, the state safety regulatory authority at issue in this case is "with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A). A state law is "with respect to" a topic when it "concern[s]" that topic. *Dan's City*, 569 U.S. at 261. As the United States explained in a brief to the Supreme Court addressing this issue, a "state requirement that a broker exercise ordinary care in selecting a motor carrier to safely operate a motor vehicle when providing motor vehicle transportation on public roads is a requirement that 'concerns' motor vehicles." Br. for the U.S. as Amicus Curiae, *C.H. Robinson Worldwide, Inc. v. Miller*, 142 S. Ct. 2866 (2022) (Mem.) (No. 20-1425) (hereafter, U.S. Br., *Miller*);[3] *see also*, *e.g.*, *Lopez v.*

[3] *Available at* https://www.supremecourt.gov/DocketPDF/20/20-1425/226161/20220524152825488_20-1425%20CH%20Robinson--US%20Invitation%20Br.pdf.

Amazon Logistics, Inc., 458 F. Supp. 3d 505, 516 (N.D. Tex. 2020) ("[A] claim seeking damages for personal injury against a broker for negligently placing an unsafe carrier on the highways is a claim that concerns motor vehicles and their safe operation."); *Finley v. Dyer*, No. 3:18-CV-78-DMB-JMV, 2018 WL 5284616, at *6 (N.D. Miss. Oct. 24, 2018) ("[S]uch claims, which are centered on a defendant's efforts to place trailers on the highways, concern motor vehicles so as to fall under the exemption provision."). The purpose of imposing a requirement on brokers to exercise reasonable care to hire a safe motor carrier is to protect third parties from the dangers posed by unsafe motor vehicles. And because the "safe operation of a vehicle is necessarily connected to the vehicle's operator, *i.e.*, the motor carrier providing the motor vehicle transportation," the selection of a safe motor carrier "is logically a meaningful component of commercial motor-vehicle safety." U.S. Br., *Miller*, at 17.

Unsurprisingly, given the strong connection between motor vehicles and state-law requirements that freight brokers exercise care to hire safe motor carriers to transport property by motor vehicle, most district courts in this Circuit to consider the issue have held that

wrongful death and personal injury claims against brokers based on their negligent selection of an unsafe motor carrier fall within the safety exception. *See Milne v. Move Freight Trucking, LLC*, No. 7:23-CV-432, 2024 WL 762373, at *8 (W.D. Va. Feb. 20, 2024); *Crawford v. Move Freight Trucking, LLC*, No. 7:23-CV-433, 2024 WL 762377, at *8 (W.D. Va. Feb. 20, 2024); *Ortiz v. Ben Strong Trucking, Inc.*, 624 F. Supp. 3d 567, 584 (D. Md. 2022); *Taylor v. Sethmar Transp., Inc.*, No. 2:19-CV-00770, 2021 WL 4751419, at *15-16 (S.D.W. Va. Oct. 12, 2021); *Grant v. Lowe's Home Centers, LLC*, No. CV 5:20-02278-MGL, 2021 WL 288372, at *3-4 (D.S.C. Jan. 28, 2021); *Gilley v. C.H. Robinson Worldwide, Inc.*, No. CV 1:18-00536, 2019 WL 1410902, at *5 (S.D.W. Va. Mar. 28, 2019); *Mann v. C. H. Robinson Worldwide, Inc.*, No. 7:16-CV-00102, 2017 WL 3191516, at *8 (W.D. Va. July 27, 2017); *but see Mays v. Uber Freight, LLC*, No. 5:23-CV-00073, 2024 WL 332917, at *4 (W.D.N.C. Jan. 29, 2024).

This Court should likewise hold that the safety exception applies to Ms. Fuelling's claim.

II. The district court's reasoning was flawed.

Notwithstanding the strong connection between motor vehicles and state-law requirements that freight brokers exercise reasonable care to hire safe motor carriers to provide motor vehicle transportation, the district court held that Ms. Fuelling's negligent-hiring claim does not fall within the scope of the safety exception. In the district court's view, the exception "save[s] only claims that have a 'direct relationship to' motor vehicles," and "there is no direct link between motor vehicles and Echo's alleged negligent hiring by failing to properly screen S&J." JA232.

The district court provided three explanations for its conclusion, none of which withstands examination.

First, the district court stated that, "given Congress's choice to use 'relating to' in the general preemption provision, its use of 'with respect to' in the safety exception 'implies a different scope.'" JA231 (quoting *Ye v. GlobalTranz Enters., Inc.*, 74 F.4th 453, 465 (7th Cir. 2023)).[4] Regardless of whether "relating to" and "with respect to" are

[4] The circuits are currently split on the issue presented by this case. *Compare Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016 (9th Cir. 2020), *with Ye*, 74 F.4th 453, and *Gauthier v. Hard to Stop LLC*, No. 22-10774, 2024 WL 3338944 (11th Cir. July 9, 2024). The district court relied heavily on *Ye*, which is on one side of the circuit split.

synonymous, however, the Supreme Court has interpreted the phrase "with respect to" in the FAAAA to mean "concern[s]." *Dan's City*, 569 U.S. at 261. As discussed above, the state-law requirement at issue here clearly concerns motor vehicles: It is aimed at decreasing the physical harm caused by unsafe motor vehicles.

The district court also quoted a sentence from *Ye* that quoted *Dan's City* for the proposition that the term "with respect to" "'massively limits the scope' of the safety exception." JA230 (quoting *Ye*, 74 F.4th at 460 (quoting *Dan's City*, 569 U.S. at 261)). The Supreme Court statement being quoted, however, does not concern the phrase "with respect to motor vehicles" in the safety exception; it addresses the phrase "with respect to the transportation of property" in the preemption provision. *See Dan's City*, 569 U.S. at 261. And as the United States explained in its brief on this issue to the Supreme Court, "the limitation to which the Court referred was not in the meaning of the phrase 'with respect to,' … but in the object of that phrase, 'the transportation of property.'" U.S. Br., *Miller*, at 17 n.4. "That limitation ensures that Section 14501(c)(1) preempts only state law concerning motor carriers of property (not passengers) and only regarding the movement of property (not its storage

or handling before transportation or after delivery)." *Id.* (internal citations and quotation marks omitted).

Second, the district court stated that "brokers are not mentioned in the safety exception, even though Congress explicitly listed broker services in the express preemption provision." JA231. According to the district court, this difference between the preemption provision and exception "suggests the omission of brokers from the safety exception was intentional." JA231. But the safety exception also does not mention motor carriers, motor private carriers, or freight forwarders—that is, it does not mention any of the entities whose "price[s], route[s], or service[s]" are listed in the express preemption provision. Thus, if the safety exception did not apply to laws regulating entities that are not expressly mentioned in the exception, the exception would not apply to any laws at all.

The lack of a direct reference to brokers, motor carriers, motor private carriers, and freight forwarders in the safety exception reflects the fact 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. Where a claim invokes the state's safety regulatory authority "with respect to motor

vehicles," as the claim here does, the claim is exempt from preemption under 49 U.S.C. § 14501(c)(1), regardless of whether the defendant is a broker, motor carrier, or other entity or person.

Third, the district court stated that "'[w]here Congress regulates motor vehicle safety in Title 49, it addresses motor vehicle ownership, operation, and maintenance—but not broker services.'" JA231 (quoting *Ye*, 74 F.4th at 462). That Congress did not impose safety-related obligations on brokers, however, does not show that Congress intended to preempt safety-related obligations imposed on brokers by the states. Indeed, 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 preexisting state power.

In the end, the district court erred both in holding that the safety exception requires a "direct" link between claims and motor vehicles and in concluding that there is an insufficient link between motor vehicles and "Echo's alleged negligent hiring" for the safety exception to apply. By its plain language, the safety exception does not require a "direct"

connection to motor vehicles; it "more broadly extends to state safety regulatory authority 'with respect to motor vehicles.'" U.S. Br., *Miller*, at 17. And the relevant inquiry is not into the relationship between Echo's actions and motor vehicles, but into the relationship between the applicable state safety regulatory authority and motor vehicles. Here, where the state-law requirement underlying Ms. Fuelling's claim is genuinely responsive to concerns about the safety risks posed by dangerous motor vehicles, the state-law requirement is "with respect to" motor vehicles, and Ms. Fuelling's claim falls within the safety exception.

III. The district court's decision undermines safety without furthering the FAAAA's purposes.

In enacting the FAAAA, "Congress resolved to displace '*certain* aspects of the State regulatory process.'" *Dan's City*, 569 U.S. at 263 (quoting FAAAA § 601(a)(2), 108 Stat. 1605; emphasis in *Dan's City*). Specifically, it sought to reduce "state economic regulation of motor carriers." FAAAA § 601(c), 108 Stat. 1606. At the same time, Congress made clear that it did not want to preempt certain other aspects of the regulatory process, and it explicitly preserved "the safety regulatory authority of a State with respect to motor vehicles." 49 U.S.C. § 14501(c)(2)(A).

Claims such as Ms. Fuelling's illustrate why Congress needed to include this limitation on FAAAA preemption. Although "competitive market forces" may further "efficiency, innovation, and low prices" in the market for airline services, *Rowe v. N.H. Motor Transp. Ass'n*, 552 U.S. 364, 371 (2008) (citation omitted), those forces do not promote safety in the broker/motor carrier market. Brokers profit from the difference between the amount the broker charges its customer (a shipper) and the amount the broker pays a carrier to move the customer's load. If brokers cannot be held liable for negligently hiring unsafe motor carriers, they will be incentivized to hire the cheapest motor carriers possible, regardless of 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—people like James Fuelling—who are not part of the market for broker or motor carrier services, but who pay a heavy price when brokers fail to exercise reasonable care.

As of 2022, more than 30,000 brokers were registered with FMCSA. *See* FMCSA, *2023 Pocket Guide to Large Truck and Bus Statistics* 10

(2023).[5] Under the district court's decision, those brokers have no duty to exercise care to hire safe motor carriers. Indeed, under the district court's decision, a broker cannot be held liable for the harm caused by its negligent 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 and wrongful death claims against freight brokers arising from their negligent hiring of an unsafe motor carrier to provide motor vehicle transportation invoke that state safety regulatory authority and are not preempted by the FAAAA.

CONCLUSION

For the foregoing reasons, this Court should reverse the district court's grant of summary judgment to Echo on Ms. Fuelling's negligent-hiring claim.

[5] *Available at* https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2024-04/FMCSA%20Pocket%20Guide%202023-FINAL%20508%20-%20April%202024.pdf.

Respectfully submitted,

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May 5, 2025

REQUEST FOR ORAL ARGUMENT

Pursuant to Federal Rule of Appellate Procedure 34(a) and Local Rule 34(a), Angela Fuelling respectfully requests oral argument. This case presents an important issue of statutory interpretation that this Court has not yet addressed, and over which the federal courts of appeals are divided. Ms. Fuelling believes that oral argument will assist the Court in deciding the issue and resolving the case.

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing brief complies with the type-volume limitation of Federal Rule of Appellate Procedure 32(a)(7)(B). As calculated by my word processing software (Microsoft Word for Office 365), the brief contains 4,284 words, not counting the parts of the brief excluded by Federal Rule of Appellate Procedure 32(f). The brief also complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type-style requirements of Federal Rule of Appellate Procedure 32(a)(6). The brief is composed in a 14-point proportional typeface, Century Schoolbook.

/s/ Adina H. Rosenbaum
Adina H. Rosenbaum

CERTIFICATE OF SERVICE

I hereby certify that on May 5, 2025, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Fourth Circuit by using the CM/ECF system. I certify that all participants in this case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

/s/ Adina H. Rosenbaum
Adina H. Rosenbaum