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After *Montgomery*

THE END OF THE FAAAA PREEMPTION DEFENSE IN TRUCK-ACCIDENT CASES

For three decades, defendants in truck-accident cases have invoked the Federal Aviation Administration Authorization Act of 1994 (the FAAAA) to argue that state-law negligence claims are preempted by federal economic-deregulation policy. The argument was always problematic because Congress did not deregulate trucking to immunize the industry from common-law tort liability. But it gained real traction in lower courts, particularly against freight brokers and, more recently, against shippers and receivers.

On May 14, 2026, in *Montgomery v. Caribe Transport II, LLC* (2026) 608 U.S. ___, the U.S. Supreme Court ended the practical viability of that defense in a unanimous opinion by Justice Barrett. The Court did not hold that the FAAAA's preemption clause has no application to negligence claims. It held something more useful: that even if the clause reaches those claims, the safety exception under 49 U.S.C. § 14501(c)(2)(A) saves them.

This article explains what *Montgomery* did, why it spells the end of California's recent decision in *Casarez v. Irigoyen Farms, Inc.* (2025) 114 Cal.App.5th 873, and of the Seventh and Eleventh Circuit decisions on which *Casarez* relied; and where, if anywhere, the FAAAA defense retains some life in truck-accident litigation.

The bottom line for practitioners is simple. After *Montgomery*, states retain authority to impose a common-law duty of ordinary care on every participant in the trucking economy – truck drivers, trucking companies, freight brokers, shippers, and potentially receivers – when their negligence in performing their respective role contributes to a crash. The FAAAA defense in truck-accident litigation is, for all practical purposes, finished.

The FAAAA framework

The FAAAA was the culmination of a two-decade federal effort to deregulate

the transportation sector. Congress deregulated the airline industry in 1978 with the Airline Deregulation Act (ADA), partially deregulated the trucking industry in the Motor Carrier Act of 1980, and completed the task for intrastate trucking with the FAAAA in 1994. The unifying goal was to replace utility-style economic regulation – entry controls, tariff filings, price regulation – with competitive market forces. (See, e.g., *People ex rel. Harris v. Pac Anchor Transportation, Inc.* (2014) 59 Cal.4th 772, 779-780 (*Pac Anchor*).)

Each statute included a preemption clause to keep states from undoing federal deregulation through their own regulatory schemes, and the FAAAA's preemption clause was substantially borrowed from the ADA's.

As relevant here, the FAAAA's preemption clause provides that states “may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier . . . [or] . . . broker . . . with respect to the transportation of property.” (49 U.S.C. § 14501(c)(1).) The safety exception immediately follows the preemption clause. It says that the preemption provision “shall not restrict the safety regulatory authority of a State with respect to motor vehicles.” (*Id.* § 14501(c)(2)(A).)

Three lines of Supreme Court precedent shaped how those provisions were applied before *Montgomery*. In *Morales v. Trans World Airlines* (1992) 504 U.S. 374, 390, the Court read the ADA's parallel “relating to” language broadly but warned that “some state actions may affect [carrier prices, routes, or services] in too tenuous, remote, or peripheral a manner” to be preempted. In *Rowe v. New Hampshire Motor Transp. Ass'n* (2008) 552 U.S. 364, 371, the Court applied that same qualifier to the FAAAA, preempting state laws that bind carriers to particular services while preserving laws whose con-

nection to carrier operations is incidental. And in *Dan's City Used Cars, Inc. v. Pelkey* (2013) 569 U.S. 251, 260–61, the Court cautioned that the FAAAA's preemption clause should not be read with “uncritical literalism,” and emphasized that the phrase “with respect to the transportation of property” “‘massively limits’ the scope of preemption” in § 14501(c)(1). Those three cases set the boundary between preempted state regulation of trucking economics and non-preempted state regulation of everything else.

The lower courts spent two decades sorting truck-accident negligence claims along that boundary, with inconsistent results. A clear majority of circuits had concluded that ordinary negligence claims against carriers were not preempted, either because such claims do not “relate to” carrier services in the relevant sense or because the safety exception saves them. The question whether the same was true for negligent-hiring claims against brokers split the circuits. The Sixth and Ninth Circuits permitted such claims – the Ninth Circuit in *Miller v. C.H. Robinson Worldwide, Inc.* (9th Cir. 2020) 976 F.3d 1016, and the Sixth Circuit in *Cox v. Total Quality Logistics, Inc.* (6th Cir. 2025) 142 F.4th 847 – both holding the claims preempted but saved by the safety exception. The Seventh and Eleventh Circuits held them preempted with no escape. (*Aspen American Insurance Co. v. Landstar Ranger* (11th Cir. 2023) 65 F.4th 1261; *Ye v. GlobalFranz Enterprises, Inc.* (7th Cir. 2023) 74 F.4th 453.) *Montgomery* arrived to resolve that conflict.

State courts had begun to adopt the restrictive reading as well. In September 2025, just months before the Supreme Court would decide *Montgomery*, the California Court of Appeal in *Casarez v. Irigoyen Farms, Inc.* (2025) 114 Cal.App.5th 873, affirmed a summary judgment for a shipper and a receiver on FAAAA preemption grounds. The case

arose from a fatal collision: A tractor-trailer hauling produce from Irigoyen Farms to a Walmart distribution center, driven by a fatigued driver later charged with vehicular manslaughter, ran a stop sign and killed a young woman. (*Id.* at pp. 877–878.) The plaintiffs sued Irigoyen Farms as shipper, alleging it dispatched the driver despite knowing he was exhausted and on a tight deadline, and sued Walmart as receiver, alleging that its contractual requirements incentivized reckless driving. (*Id.* at p. 879.) The Court of Appeal held that both claims were preempted by section 14501(c)(1) and not saved by the safety exception, relying explicitly on *Aspen* and on the restrictive reading of “with respect to motor vehicles” that the Eleventh and Seventh Circuits had adopted. (*Id.* at pp. 884–885.) *Casarez* is the most recent and most prominent state-court application of the rule that *Montgomery* would overturn.

What *Montgomery* held

The facts will be familiar to any truck-accident lawyer. Shawn Montgomery was severely injured when his tractor-trailer, stopped on the shoulder of an Illinois highway, was struck by a truck driven by Yosniel Varela-Mojena. Varela-Mojena was hauling a load of plastic pots for Caribe Transport II, LLC, a motor carrier. C.H. Robinson Worldwide, Inc., the broker, had arranged the shipment. Montgomery alleged that Caribe Transport had a “conditional” safety rating from the Federal Motor Carrier Safety Administration when C.H. Robinson hired it; that the agency had found Caribe Transport deficient with respect to driver qualifications, hours of service, vehicle maintenance, and crash rate; and that C.H. Robinson knew or should have known that selecting Caribe Transport was reasonably likely to result in injurious crashes.

Applying *Ye*, the district court held that the FAAAA preempted the negligent-hiring claim against C.H. Robinson and that the claim did not fall within the safety exception. The Seventh Circuit affirmed, deepening the circuit split with *Cox* and *Miller*. The Supreme Court granted certiorari and reversed.

Justice Barrett’s opinion is short;

just over four printed pages. It turns entirely on the safety exception. The Court assumed without deciding that section 14501(c)(1) preempted Montgomery’s negligent-hiring claim in the first instance. (*Montgomery*, slip op. at 4 & n.2.) The dispositive question was whether the claim fell within the exception, which provides that the preemption clause “shall not restrict the safety regulatory authority of a State with respect to motor vehicles.”

The Court parsed the exception in three steps. First, the parties and the United States as amicus agreed that common-law duties and standards of care are exercises of a state’s authority to regulate safety. Negligent-hiring claims impose a duty of reasonable care in employing a contractor for work carrying a risk of physical harm, drawing on Restatement (Second) of Torts § 411 (1964). The preemption question therefore “boil[ed] down to” whether such claims are claims “with respect to motor vehicles.” (*Montgomery*, slip op. at p. 4.)

Second, the Court gave “with respect to” its ordinary meaning. Dictionaries define the phrase as “referring to,” “concerning,” or “regarding,” and the Court had previously construed the same phrase in the preemption clause itself to mean “concerns,” citing *Dan’s City*, 569 U.S. at 261. The statute defines “motor vehicle” as a “vehicle, machine, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway in transportation.” (49 U.S.C. § 13102(16).) Putting those pieces together, a claim is “with respect to motor vehicles” if it “concerns” or “regards” the vehicles used in transportation. (*Montgomery*, slip op. at 4.)

Third, the Court applied that test to the facts. Requiring C.H. Robinson to exercise ordinary care in selecting a carrier “concerns” motor vehicles – “most obviously, the trucks that will transport the goods.” (*Id.* at 5.) Negligent-hiring claims of the type Montgomery pressed therefore fall within the safety exception, and the FAAAA does not preempt them.

Three features of Justice Barrett’s opinion are worth noting because they will drive every lower-court application of *Montgomery*.

The first is the explicit rejection, in footnote 3, of the broker defendants’ argument that “with respect to” should be construed restrictively in the safety exception by parallel to its function in the preemption clause. The broker defendants pointed to *Dan’s City* for the proposition that “with respect to the transportation of property” “‘massively limits’ the scope of preemption” in section 14501(c)(1), and argued that the same phrase, used immediately afterward in § 14501(c)(2)(A), must therefore narrow the exception. The Court rejected this argument, stating: “We did not hold or otherwise suggest that the words ‘with respect to’ greatly limit the scope of preemption generally.” (*Montgomery*, slip op. at 4 n.3.)

The second is the abrogation of *Ye* and *Aspen*. Both decisions were squarely vacated as authority. Any state-court or federal-court decision that built its analysis on *Ye*, on *Aspen*, or on the restrictive reading of “with respect to” those courts embraced is now resting on overruled foundations.

The third is the question the Court declined to answer. By assuming without deciding that section 14501(c)(1) reaches negligent-hiring claims against brokers, the Court technically left open the threshold question whether such claims fall within the preemption clause at all. That question remains open for cases that fall outside the safety exception. For ordinary truck-accident litigation, however, it is now beside the point.

The reach of the holding: Everyone in the chain

Although the express holding concerns a negligent-hiring claim against a broker, the analytic structure of Justice Barrett’s opinion is claim-specific, not actor-specific. The Court asks whether the claim “concerns” motor vehicles. It does not ask whether the defendant operates motor vehicles, owns them, or stands in any particular structural relationship to them. That structure carries straightforward implications for every other defendant typically named in a truck-accident case.

Carriers. Note that the FAAAA defines “motor carriers” in a way that

includes both truck drivers and trucking companies. (49 U.S.C. § 13102(14): “The term ‘motor carrier’ means a person providing motor vehicle transportation for compensation.”)

No court has held that the FAAAA preempts claims against carriers arising from the negligent operation or maintenance of their trucks. The FAAAA contains a provision that mandates that carriers have liability insurance against personal-injury and wrongful death judgments. (49 U.S.C. § 13906.) Courts have consistently held that this provision means that Congress presupposed that carriers will be subject to state-law negligence judgments, and no circuit has ever held that the preemption clause extinguishes ordinary tort liability against motor carriers for crashes caused by their drivers or their vehicles. *Montgomery* does not change anything for carrier defendants; it confirms what was already true.

Brokers. *Montgomery*’s express holding applies to claims against brokers. Negligent hiring of a motor carrier is, in the Court’s words, a claim that “concerns” the trucks that move the goods, because the entire point of imposing a duty of care on the broker is to keep unsafe trucks and unfit drivers off the road. (*Montgomery*, slip op. at 5.) The same logic would seem to apply to other negligence theories asserted against brokers in connection with crash claims, including negligent supervision of carriers, negligent retention, or any related theory premised on a duty to use reasonable care in selecting or monitoring a carrier whose performance involves moving freight by truck. Such claims could fail if state law did not support them, but they would not be preempted.

Shippers and receivers. *Casarez* held that the FAAAA preempted negligence claims against both a produce farm (shipper) and a retailer (receiver) arising out of a fatal crash in which a fatigued driver ran a stop sign. (*Id.*, 114 Cal.App.5th at pp. 884–888.) The plaintiff’s theory against the shipper was that it loaded the truck and dispatched the driver despite knowing he was already exhausted and faced a long deadline; the theory against the receiver was that its onerous contrac-

tual requirements incentivized reckless driving. (*Id.* at p. 879.) Under *Montgomery*’s reading of “with respect to motor vehicles,” both theories fall within the safety exception. Dispatching a fatigued driver onto a long-distance run “concerns” the truck on the highway. Imposing schedule pressure that predictably produces unsafe driving “concerns” the truck on the highway. The Court’s framing of the exception is functional, and these claims function precisely as state common-law safety regulation of the dangerous activity of moving heavy freight by truck.

Anyone else. The same logic extends to other actors who might be sued for negligence in connection with a truck accident, such as staffing companies, parent corporations exercising operational control, equipment lessors, or maintenance contractors. Whether any of these is a proper defendant under state law is a question for state law. But the FAAAA does not stand between them and that liability.

A note on the structure of this analysis. *Montgomery* does not, formally, hold that *all* negligence claims arising from a crash are saved by the safety exception. The Court ruled on a negligent-hiring claim and was careful in footnote 2 to note that it had not decided the preemption-clause question. Some state laws, the Court emphasized, will be related to motor-carrier prices, routes, and services in a way that has no relationship to safety. For example, laws regulating maximum freight charges, or highway-access permits would remain preempted, the safety exception notwithstanding.

But the safety exception covers claims that concern motor-vehicle safety, which is the category that matters for truck-accident plaintiffs.

Casarez is a dead letter

The opinion in *Casarez* has two parts. The first held that the preemption clause reaches negligence claims against non-carrier defendants like shippers and receivers, rejecting the plaintiff’s textual argument that the clause’s identification of “motor carriers,” “brokers,” and “freight forwarders” cabined its beneficiaries. (*Id.* at pp. 884–885.) The court relied on the broad language of the clause

itself, which preempts “a law, regulation, or other provision having the force and effect of law related to a price, route, or service,” and on a district court decision from Ohio that had applied the clause to a shipper. That holding may technically survive *Montgomery*. The Supreme Court did not decide the preemption-clause question, and the broad reading of § 14501(c)(1) that *Casarez* embraced was not before the Court.

The second part of *Casarez*, which did the dispositive work, is dead. *Casarez* held that the safety exception did not save the plaintiff’s claims because the claims lacked a “direct connection” between the state-law duty and the motor vehicles. (*Id.* at pp. 886–888.) That analysis rested entirely on *Aspen*, which *Casarez* followed expressly, and on a restrictive parallel construction of “with respect to” drawn from *Dan’s City*. The court reasoned that because “with respect to the transportation of property” was held in *Dan’s City* to “massively limit” the scope of preemption, the same phrase in the safety exception must similarly impose a “meaningful limit” – namely, a requirement of direct, rather than indirect, connection to motor vehicles. (*Id.* at p. 887, quoting *Aspen*, 65 F.4th at p. 1271.) Because the plaintiff’s claims did not allege that “the tractor trailer itself was defective or otherwise unsafe,” the court held that the safety exception did not save them. (*Id.*, at p. 888.)

Every link in that chain is now gone. *Aspen* was expressly abrogated by *Montgomery*. *Montgomery* also expressly rejected the symmetry argument that “with respect to” in the safety exception should be read restrictively because of how *Dan’s City* read the parallel phrase in the preemption clause. (*Montgomery*, slip op. at p. 4, n.3.) And the affirmative test *Montgomery* substituted – whether the claim “concerns” the vehicles used in transportation – is satisfied by precisely the claims *Casarez* rejected: A claim that a shipper dispatched a fatigued driver concerns the truck the driver was operating, just as a claim that a broker hired an unsafe carrier concerns the trucks that carrier operates.

The result is that a California plaintiff in a *Casarez*-type case can now invoke the safety exception on the same

facts that the Court of Appeal held were insufficient. The *Casarez* safety-exception holding cannot survive the Supreme Court's express rejection of the doctrinal move that did all the work in the opinion. Lower courts in California should treat that portion of *Casarez* as no longer good law. In ongoing litigation in which *Casarez* has been cited by defendants, plaintiffs should be filing supplemental authority calling the courts' attention to *Montgomery* and to footnote 3 in particular.

A footnote on *Casarez*'s first holding (that the preemption clause itself reaches shipper and receiver defendants): Although it technically survives *Montgomery*, it rests on a thin argument the plaintiff never fully made. The *Casarez* plaintiff did not argue that the imposition of an ordinary duty of care on a shipper or receiver is too tenuous, remote, or peripheral to "rates, routes, or services" to trigger preemption at all. That argument is still available in future cases. Whether it succeeds is for another day; for now, what matters is that the safety exception, properly applied, will catch the same fact patterns regardless.

Miller: Right result, wrong route

In *Miller*, decided in 2020, the Ninth Circuit held that the FAAAA did preempt broker-negligence claims, but that the safety exception applied to preserve them. (*Id.*, 976 F.3d at pp. 1025-1026.) The court reasoned that "with respect to" in § 14501(c)(2)(A) should be read synonymously with "relating to." (*Id.*, 976 F.3d at p. 1030.) *Casarez* and *Aspen* criticized that approach as inconsistent with *Dan's City*, which had distinguished the two phrases. *Montgomery* rescues *Miller*'s outcome on cleaner ground: "with respect to" gets its ordinary meaning of "concerns" or "regards," which is broad enough on its own to capture negligent-hiring claims arising out of crashes, without forcing the two phrases to mean the same thing. Practitioners who cited *Miller* for the safety-exception point should now cite *Montgomery*.

Where the defense still has room

Montgomery's reach has limits. The safety exception covers state safety-reg-

ulatory authority with respect to motor vehicles. By its terms, it does not save claims that have no relationship to motor vehicle safety. The Court made this point expressly in addressing the broker defendants' "swallow the preemption clause" argument: explaining that state laws related to carrier prices, routes, and services that "have no relationship to safety" remain preempted, with the safety exception unavailable. The Court used the examples of laws regulating how much a carrier may charge and which highways it may traverse as examples of this kind of preempted claim. (*Id.*, slip op. at p. 5.)

This residual category is small but real. It includes contract claims, such as a shipper's claim against a broker for failure to deliver in accordance with the contract, or employment claims by the employees of carriers or brokers. The latter have been held not to affect carriers' rates, routes, or services in a way that triggers the preemption clause. (See, e.g., *Bedoya v. American Eagle Express Inc.* (3d Cir. 2019) 914 F.3d 812, 820–21; *Dills v. Penske Logistics, LLC* (9th Cir. 2014) 769 F.3d 637, 646–647; and *Californians for Safe & Competitive Dump Truck Transp. v. Mendonca* (9th Cir. 1998) 152 F.3d 1184, 1189.)

For these categories, the threshold no-preemption argument: that the duty of ordinary care does not "relate to" prices, routes, or services in any preemption-triggering sense, remains the right answer and remains good law in the lower courts that developed it. *Montgomery* did not foreclose it; it just did not reach it.

In ordinary truck-accident cases, however, this residual zone does not matter. The category for which the FAAAA defense was practically deployed against plaintiffs – claims for negligent hiring, negligent selection, negligent dispatch, negligent control – are now safely within the safety exception. The defense may continue to be asserted in pleadings, but it will lose.

Coda

The Court could have reached the same result by holding that the duty of ordinary care does not "relate to" prices, routes, or services within the meaning of § 14501(c)(1) in the first place. That

route would have been cleaner, locating negligence claims outside the preemption clause altogether, where they have always belonged given the FAAAA's purpose. As Justice Kavanaugh noted in his concurrence in *Montgomery*, the FAAAA was an "economic deregulation" statute, not a "safety deregulation" statute, and Congress did not "subtly slice[] and dice[] state tort law" so that trucking companies face tort liability but brokers do not. (*Id.*, slip op. at p. 7, Kavanaugh, J., concurring.)

In sum, the decades-long effort to convert the FAAAA from an economic-deregulation statute into a liability shield has failed unanimously in the Supreme Court. The defense is finished. The duty of care abides. ♦

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