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DISTRICT II

September 23, 2026

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You are hereby notified that the Court has entered the following opinion and order:

2025AP637

Ian Paris v. CBrothers Transportation LLC (L.C. #2023CV320)

Before Lazar, P.J., Gundrum, and Grogan, JJ.

Summary disposition orders may not be cited in any court of this state as precedent or authority, except for the limited purposes specified in WIS. STAT. RULE 809.23(3).

Ian and Kerry Paris (“Paris”) appeal a circuit court order granting J.B. Hunt’s (“JBH”) and DuPont Specialty Products, USA’s (“DuPont”) motions for judgment on the pleadings and dismissing with prejudice the Paris’s causes of action against JBH and DuPont. The court dismissed the causes of action against JBH and DuPont on the bases that the causes of action were preempted by the Federal Aviation Administration Authorization Act of 1994 (“FAAAA”). *See* 49 U.S.C. § 14501(c)(1). Based upon our review of the briefs and Record, we conclude at conference that this case is appropriate for summary disposition. *See* WIS. STAT. RULE 809.21 (2023-24).¹ For the following reasons, we reverse and remand the cause for further proceedings.

According to the second amended complaint, in December 2021, Satamang Camara, an employee of CBrothers Transportation, LLC (“CBrothers”), was driving a loaded tractor trailer, failed to stop at a red light, and struck a van driven by Ian Paris. Ian suffered severe and permanent physical injuries. At the time of the accident, Camara was transporting quartz slabs that had been shipped by DuPont. Generally, DuPont retained JBH, who in turn retained CBrothers, to transport the load of quartz. As will be explained below, the parties dispute whether JBH’s role in the transaction was that of a “broker” or a “motor carrier.”²

¹ All references to the Wisconsin Statutes are to the 2023-24 version.

² A “broker” is “a person, other than a motor carrier or an employee or agent of a motor carrier, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation.” 49 U.S.C. § 13102(2). A “motor carrier[.]” in turn, is “a person providing motor vehicle transportation for compensation.” 49 U.S.C. § 13102(14).

Paris brought the underlying lawsuit against relevant parties, including JBH and DuPont. As to JBH and DuPont, Paris alleged: (1) that JBH, as a motor carrier, was vicariously liable for the negligence of its “statutory employee,”³ Camara; (2) that JBH negligently selected CBrothers to transport the shipment; and (3) that DuPont negligently selected JBH to transport the shipment.

JBH and DuPont each moved for judgment on the pleadings. JBH asserted the pleadings demonstrated that JBH acted as a broker in the transaction, and JBH and DuPont argued claims against brokers and shippers were preempted by the FAAAA. The circuit court concluded JBH was a broker and granted judgment on the pleadings for the causes of action against JBH and DuPont “on the basis that [each cause of action] is preempted by the FAAAA.” Paris appeals.

While the appeal was pending, the United States Supreme Court issued a decision in *Montgomery v. Caribe Transport II, LLC*, 608 U.S. 219 (2026). There, Montgomery was severely injured when he was struck by a tractor-trailer. *Id.* at 224. He brought suit against the driver, the motor carrier, and the broker that arranged the transportation of the load. *Id.* at 224-25. The Seventh Circuit dismissed Montgomery’s negligent-hiring claim against the broker on the basis that it was preempted by the FAAAA and the safety exception found in 49 U.S.C. § 14501(c)(2)(A) did not apply. *Montgomery*, 608 U.S. at 225 & n.2. Ultimately, the Court reversed the Seventh Circuit and concluded “Montgomery’s negligent-hiring claim falls within the FAAAA’s safety exception, which saves it from preemption.” *Id.* at 227.

³ At the February 14, 2025 motion hearing, Paris clarified that its vicarious liability cause of action against JBH was *not* based on the doctrines of respondeat superior or common-law agency, but rather it was based on the “federal statutory employment doctrine.”

On appeal, and based on *Montgomery*, JBH first appropriately concedes Paris’s claim that JBH negligently selected CBrothers to transport the shipment falls within the safety exception and is not preempted by the FAAAA. We agree. We therefore reverse the circuit court’s order dismissing this cause of action on the basis of preemption.⁴

Turning to Paris’s negligent-selection claim against DuPont, as shipper, DuPont argues that *Rowe v. New Hampshire Motor Transport Ass’n*, 552 U.S. 364 (2008), which was not reversed by *Montgomery*, extends FAAAA preemption to shippers and Paris’s cause of action against it is preempted. We disagree. *Rowe* did not determine whether the safety exception to the FAAAA saved those claims from preemption. *Montgomery* did. *Montgomery* assumed the claims were initially preempted by the FAAAA but then saved by the safety exception. *Montgomery*, 608 U.S. at 225 & n.2. We conclude, based on *Montgomery*, that Paris’s negligent-selection claim against DuPont falls within the safety exception and is not preempted by the FAAAA. We reverse the circuit court’s order dismissing this cause of action on the basis of preemption.

Finally, we turn to Paris’s vicarious liability claim against JBH. Paris explains this alternative cause of action is only viable if JBH acted as a “motor carrier” in the transaction. Paris concedes that if JBH acted as a “broker” in the transaction, this cause of action is not viable “because brokers cannot be statutory employers.” JBH responds that it acted as a broker in this transaction and Paris’s claims to the contrary are conclusory.

⁴ In the context of our review of the circuit court’s grant of a motion for judgment on the pleadings, we do not address JBH and DuPont’s argument that public policy should nevertheless preclude their liability in this case. See *Alvarado v. Sersch*, 2003 WI 55, ¶18, 262 Wis. 2d 74, 662 N.W.2d 350 (“In most cases, the better practice is to submit the case to the jury before determining whether the public policy considerations preclude liability.”).

Here, construing the pleadings in the context most favorable to Paris, we conclude there is a genuine dispute of material fact as to whether JBH was acting as a broker or a motor carrier for this transaction. See *Southport Commons, LLC v. DOT*, 2021 WI 52, ¶18, 397 Wis. 2d 362, 960 N.W.2d 17. We acknowledge the facts that JBH relies on to establish it was a broker for the transaction. However, in the second amended complaint, Paris alleged DuPont hired JBH, an authorized motor carrier, to transport the shipment; JBH accepted responsibility for, agreed to be responsible for transporting, and contractually bound itself to transport the shipment, and JBH was identified as the motor carrier on the bill of lading. We agree with Paris that these facts support the inference JBH acted as a motor carrier. See *id.* (“Judgment on the pleadings is proper only if there are no genuine issues of material fact.”).

As a motor carrier, Paris’s cause of action against JBH for vicarious liability is not preempted by the FAAAA. *Montgomery* reinforces the premise that negligence claims against motor carriers and their drivers are not preempted because they fall within the safety exception. See *Montgomery*, 608 U.S. at 229 (Kavanaugh, J., concurring) (“All parties here agree that those suits against trucking companies are not preempted.”). We therefore reverse the circuit court’s dismissal of this cause of action and remand the case for further proceedings consistent with this opinion. Therefore,

IT IS ORDERED that the order of the circuit court is summarily reversed and cause remanded for further proceedings. See WIS. STAT. RULE 809.21.

IT IS FURTHER ORDERED that this summary disposition order will not be published.

Samuel A. Christensen
Clerk of Court of Appeals

