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Post-Montgomery Developments: Federal District Courts Hold FAAAA Continues to Preempt Cargo Theft Claims Against Brokers

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In May 2026, the Supreme Court decided *Montgomery v. Caribe Transport II, LLC*, holding that negligent hiring claims against brokers arising from motor vehicle accidents fall within the FAAAA's "safety exception" under 49 U.S.C. § 14501(c)(2)(A) and are, therefore, not preempted. But *Montgomery* left open a critical question: does the safety exception extend to cargo theft and property loss claims? Three recent federal district court decisions have now answered that question—consistently ruling that it does not, and that such claims remain preempted. These rulings provide important clarity for brokers facing cargo loss claims in a post-*Montgomery* world.

Recent Decisions: Courts Distinguish Cargo Theft from Motor Vehicle Safety.

At least three federal district courts recently examined whether the *Montgomery* safety exception extends to cargo theft claims, and all three concluded that it does not. These decisions provide a persuasive analytical framework for distinguishing property loss claims from the personal injury claims at issue in *Montgomery*.

First, in *Oneport Global Logistics LLC v. Amerigo Logistics LLC*[1], a broker arranged transport of clothing valued at approximately $148,000. After the cargo disappeared and was never recovered, the plaintiff sued for fraud and negligent misrepresentation. The District of New Jersey granted the broker's motion to dismiss, finding the tort claims preempted and noting that the plaintiff made no argument that the safety exception applied.

Next, in *Grupo Gusi S. de P.R. de R.L. de C.V. v. Select Transport Partners*[2], a broker arranged transport of frozen meat that was redirected and never delivered. The Southern District of Texas dismissed negligence and bailment claims with prejudice, distinguishing safety concerns—which involve “danger” and “a risk of physical harm”—from fraud concerns, which involve “deception-induced deprivation of property,” and holding the claims had “no relationship to safety” under *Montgomery*.

Most recently, in *Zurich American Insurance Co. v. TForce Worldwide, Inc.*[3], a broker contracted with an impostor carrier, resulting in the theft of bronze ingots worth approximately $170,000. The Central District of California dismissed the negligence claim without leave to amend, holding it preempted and finding “the absence of any clear connection between theft of cargo to the safety of vehicles or motorists on roadways” meant the safety exception was inapplicable.

Common Thread: Safety vs. Property.

Across these decisions, the courts drew a consistent line**:** cargo theft involves “deception-induced deprivation of property,” not physical danger on the roadways. Because cargo theft plaintiffs do not allege that carriers drove dangerously or endangered motorists, their claims lack the connection to motor vehicle safety that the *Montgomery* safety exception requires. The courts further noted that allowing such claims creates the patchwork of state-by-state tort obligations that Congress sought to eliminate through FAAAA preemption.

Practical Implications.

The practical effect of these decisions is significant: *Montgomery* does not definitively preclude brokers from seeking early dismissal of cargo theft tort claims on FAAAA preemption grounds. These decisions provide brokers facing such claims with a clear roadmap for defense. By moving to dismiss and emphasizing that the plaintiff’s allegations concern fraud, theft, or property-related misconduct rather than physical danger posed by motor vehicles on public roadways, brokers can leverage this emerging body of favorable case law.

Contact Us

If you have questions about how these decisions may affect your business, please contact Julie Maurer, Aaron Schepler, Alejandra Curiel-Molina, or your Husch Blackwell attorney.

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[1] 2026 WL 1734971 (D.N.J. June 16, 2026)

[2] *LLC*, 2026 U.S. Dist. LEXIS 138594 (S.D. Tex. June 23, 2026)

[3] Case No. 2:26-cv-02925-MCS-MBK (C.D. Cal. July 22, 2026)

