LEGAL UPDATES

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$604 Million Verdict Against C.H. Robinson: Why This Is a Retained-Control Case, Not a Post-*Montgomery* Broker-Vetting Case

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In July 2026, in *Peyton v. Lupus*, a Dallas County, Texas, jury returned a verdict of approximately $604 million arising from a fatal 2021 multi-vehicle collision in Mississippi, finding freight broker C.H. Robinson liable alongside the motor carrier that employed the driver. Given the size of the verdict and C.H. Robinson's status as a broker rather than a motor carrier, many in the transportation industry question whether this verdict reflects the next post-*Montgomery v. Caribe Transport II* case addressing broker liability for negligent selection of motor carriers. The *Peyton* verdict, however, does not convey a post-*Montgomery* analysis or application.

Specifically, in *Peyton* the jury rejected the negligent-selection theory that fell within the scope of the *Montgomery* ruling. The verdict in the Texas case against C.H. Robinson instead rests on a control-based theory that is entirely separate from a negligent-selection claim: the jury found that based on the specific facts of the broker-carrier relationship between C.H. Robinson and the carrier, the employee was effectively a "borrowed employee" of the broker and was on a "special mission" subject to the broker's control. That is a materially different legal theory than the legal theory central to the *Montgomery* analysis.

What the Jury Actually Decided

C.H. Robinson brokered the load pursuant to a standard contract carrier agreement to Lupus Superior, LLC (Lupus Superior). Lupus Superior held a "Satisfactory" safety rating from the Federal Motor Carrier Safety Administration (FMCSA)—the highest rating available—both at the time it was selected and at the time of the accident. C.H. Robinson faced two different types of legal theories: negligent selection and vicarious liability. While the jury returned a verdict against C.H. Robinson, the "charge sheet" demonstrates that the verdict was not for negligent selection.

The jury charge asked four separate liability questions as to C.H. Robinson:

General negligence (all defendants). The jury found that the negligence of the driver, the motor carrier, and C.H. Robinson each proximately caused the accident, and apportioned responsibility 45% to the driver, 32% to the motor carrier, and 23% to C.H. Robinson.

Negligent undertaking. The jury separately decided whether C.H. Robinson was negligent in "undertaking responsibilities of a motor carrier." The jury answered no.

Borrowed employee. The jury decided whether the driver was, at the time of the accident, a "borrowed employee" of C.H. Robinson—that is, whether C.H. Robinson had the right to direct and control the details of the particular work in question. The jury answered yes.

Special mission. The jury decided whether the driver operated in furtherance of a mission for the benefit of C.H. Robinson and subject to C.H. Robinson's control as to the details of that mission. The jury answered yes.

In other words, the jury did not find that C.H. Robinson was independently negligent in selecting a carrier. Rather, the jury found it liable on theories that, as a broker, it exercised sufficient operational control over the driver of the vehicle that it effectively became its employer, thus imposing what is legally known as vicarious liability, a form of secondhand negligence where one is negligent for the acts of others based on a special relationship.

Why This Is Not Simply a Post-Montgomery Story

In *Montgomery v. Caribe Transport II, LLC*, the Supreme Court held that negligent-hiring claims against freight brokers arising from motor vehicle accidents fall within the Federal Aviation Administration Authorization Act's (FAAAA) "safety exception," 49 U.S.C. § 14501(c)(2)(A), and are, therefore, not preempted by federal law. Put simply, *Montgomery* addresses a single question: can a broker be held liable for negligently selecting—or failing to vet—an unsafe motor carrier? That is a theory of liability grounded in the broker's own independent negligence.

The *Peyton* verdict rests on fundamentally different grounds. As discussed above, the jury did not find that C.H. Robinson negligently selected the carrier. Rather, the jury found that C.H. Robinson exercised sufficient operational control over the driver to be held vicariously liable. *Montgomery* simply does not speak to that theory. It says nothing about whether a broker that directs a carrier's day-to-day operations can become vicariously liable under ordinary state-law agency principles.

Indeed, the question put to the *Peyton* jury was entirely distinct from the one *Montgomery* resolved: "Did the broker's actual day-to-day involvement in this particular shipment amount to a right of control over the driver's work sufficient to make the driver the broker's borrowed servant?" The answer to that question turns on the operational details of the broker-carrier relationship (dispatch communications, GPS tracking and check-in requirements, and the manner in which instructions were actually given and received in the ordinary course) not on whether the broker properly vetted the carrier at onboarding.

The Post-*Montgomery* Catch-22 for Brokers

In the wake of the *Montgomery* ruling, the industry embraced the idea that brokers need to do more—implement rigorous vetting procedures, impose safety-related requirements on carriers, and document every step of the selection process—to defend against negligent-selection claims. However, there exists a fine line between carrier-vetting procedures designed to select a safe carrier versus the imposition of operational terms that may be viewed as exercising too much control over how the carrier and its drivers actually perform their services. When a broker crosses that line and retains too much control, it risks losing the protections afforded by an independent-contractor relationship and, instead, effectively converts the carrier and its driver into the broker's agents or servants. This exposes the broker to vicarious liability for the driver's conduct on the road.

That is precisely what happened in *Peyton*. The jury examined evidence that C.H. Robinson's contract with the carrier imposed specific operational requirements—including GPS tracking of the driver's device and mandatory check-in protocols—that went beyond typical broker-carrier arrangements. Armed with that evidence, the jury determined whether C.H. Robinson effectively controlled the driver's work, and it concluded that the broker had exerted such control. The borrowed-employee and special-mission findings were not based on how the carrier was selected; they were based on how the broker managed the shipment once the carrier was on the road.

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In light of the foregoing, brokers, motor carriers and shippers should review their transportation contracts for post-*Montgomery* vetting and compliance procedures. The same protocols adopted to defend against negligent-selection claims may, if not carefully calibrated, supply the very evidence a plaintiff may use to establish the operational control required for vicarious liability. Preventing one type of exposure should not come at the cost of creating another.

If you have questions about how this verdict or the issues it raises may affect your business, please contact Julie Maurer, Alejandra Curiel, or your Husch Blackwell attorney.