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Broker And Shipper Liability For Truck Accidents In California

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Truck accidents in California are far more frequent than they should be. Many truck drivers in California are under substantial pressure to get their goods to their destinations on time. This time pressure may lead some truckers to engage in such conduct as violating the hours of service rules, fudging their logbooks and engaging in negligent driving behaviors. In addition to truck drivers and trucking carriers, brokers and shippers may also be liable for some truck accidents. Shippers and brokers may try to find the cheapest trucking companies that are available to get their goods to their destinations on time. They may choose companies that have records of violations in order to do so. Truck accident victims may benefit by exploring potential shipper and broker liability in their cases in order to have more potential recovery sources for their losses.

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Brokers are intermediaries between distributors who want to send their goods to specific destinations and the trucking companies that will get their goods to the destinations on time. They may try to keep their costs low by choosing the cheapest trucking companies available. In some cases, the companies that are chosen may be smaller companies with poor track records. When these small trucking companies cut corners and cause accidents, they may then go out of business and file for bankruptcy to immunize themselves from resulting personal injury lawsuits. This has led some plaintiffs' lawyers to explore the potential for holding the brokers and shippers who hired these fly-by-night companies liable in lawsuits. There are a couple of different ways that plaintiffs may hold brokers and shippers liable for trucking accidents under California law.

Brokers and shippers are actually motor carriers

Brokers and shippers normally have duties that are distinct from those of motor carriers. Motor carriers may be held to be liable for the actions of their haulers under a theory of vicarious liability. In general, brokers and shippers will not be vicariously liable for those who subcontract to carry loads to the destinations except in situations in which the duties are blurred. For example, when the broker or shipper negotiates the final price and arranges for the transportation of the goods to the destination, they may effectively meet the federal definition of motor carriers and be subject to the Department of Transportation rules.

In Serna v. Pettey Leach Trucking, Inc. (2003) 110 Cal.App.4th 1475, the court held that a trucking company may be held to be liable for the negligent actions of its subcontracting hauler when the subcontractor operates in a negligent manner that poses a substantial risk of harm to the public. This approach is in line with the Restatement of Torts (Second) § 428, which the courts in California follow.

Trucking is recognized as inherently risky to the public, and motor carriers are subjected to numerous regulations under federal law. When brokers are deemed to be motor carriers, they may be liable for the actions of the negligent subcontractors with whom they choose to contract.

Brokers and shippers negligently hired and supervised the trucking companies

Brokers and shippers are able to look at the safety records of the trucking companies that they are considering.

When they choose to hire companies that have records of repeated violations, they may be held to be liable under a theory of negligent hiring and supervision. These theories are distinct from the legal doctrine of respondeat superior, which is a type of vicarious liability that employers hold for the negligence of their employees. Companies may try to argue that they are not responsible for the actions of independent contractors because there is no employer-employee relationship. However, when the plaintiffs instead argue that the brokers and shippers negligently contracted with trucking companies that had records of flagrant violations, the plaintiffs may prevail in their claims.

California has recognized a common-law duty of care by companies to hire competent contractors since the decision in Risley v. Lenley, 277 P. 2d 897 Cal. App. 3d 1954. In that case, the court recognized that the employer owed a duty of care to hire a contractor who was competent to perform the required duties and who had the proper equipment to do so in a reasonably safe manner. In the context of a broker or shipper, plaintiffs could argue that they similarly have a duty of care to hire trucking companies that are competent to perform their duties in reasonably safe manners as evidenced by not having problematic safety records.

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