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The 1% Verdict That Bankrupts Fleets: Why Trucking Pays for Someone Else's Wreck

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One Big Thing

A car driver runs a red light. Their own passenger is hurt. The passenger's lawyer also sues the trucking company that happened to be in the intersection, and the jury pins the truck at just 1% fault.

In several states, that 1% is all it takes.

Why It Matters

Under "joint and several liability," a defendant found to share any fault can be on the hook for the entire judgment if a co-defendant can't pay. Trucking is a preferred target precisely because it's well-insured. Federal law requires at least $750,000 in liability coverage for general freight. Trucking companies usually carry more coverage, but almost always far more than the at-fault car driver carries. When the verdict outruns that driver's policy, the plaintiff collects the rest from whoever has the money. That's the truck.

More importantly, it can be the detonator of a nuclear settlement. Your truck's fault is arguable, minimal at best, but there is a risk of trial and having to pay the full tab in a nuclear verdict world.

The Details

- Seven states run "pure" joint and several liability: Any share of fault, even 1%, can trigger full exposure.
- About 29 states run a modified version: Full exposure only kicks in once a jury assigns the defendant a set threshold of fault or more. Pennsylvania's Fair Share Act sets that bar at 60% (but has judicially raised questions). Texas and (as of 2025 reform) South Carolina set it at 50%.
- About 14 states have done away with joint and several liability for ordinary negligence claims entirely: Each defendant pays only its own percentage, period.

The Bottom Line

The Supreme Court's unanimous May 2026 ruling in Montgomery v. Caribe Transport II, LLC means freight brokers can no longer count on blanket federal preemption to get negligent selection claims dismissed early. Once a broker's fault percentage lands on the same verdict form as the carrier's, the same joint and several math applies to it. The combination of an underinsured driver, a modestly-at-fault carrier, and a broker in the mix is exactly the fact pattern joint and several liability was built for.

If you are a broker without preemption protection, there is a chance of facing the entire verdict of a joint and several jurisdiction, even if your fleet is minimally at fault.

If you or your company have questions about your state's joint and several liability landscape, please contact me or any member of the Saxton & Stump Trucking and Commercial Transportation Group.

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