THIRD DIVISION
DOYLE, P. J.,
HODGES and WATKINS, JJ.

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August 26, 2024

In the Court of Appeals of Georgia

A24A0852. BARNES v. STATE FARM FIRE AND CASUALTY COMPANY.

HODGES, Judge.

Plaintiff Aundray Barnes appeals from the trial court's grant of summary judgment to defendant State Farm Fire and Casualty Company, the insurance company providing liability coverage to defendant Lyft, Inc. The sole issue on appeal is whether the trial court erred in determining that Lyft is not a motor carrier as defined by the Georgia Motor Carrier Act and that State Farm, as its liability insurance provider, therefore could not be directly named as a defendant in Barnes' lawsuit. Because State Farm has not met its burden of proving that Lyft is exempt from the Georgia Motor Carrier Act's definition of motor carrier, it was proper for

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Georgia statutory law, and, therefore, State Farm could not be joined directly in Barnes' lawsuit. The trial court granted State Farm's motion, and this appeal followed.

The general rule in Georgia is that " a pmgra'hteGeo may join in the same cause of action the motor carrier and its insurance carrier. ")[2]; see

also *Nat. Indem. Co. v. Lariscy*, 352 Ga. App. 446, 449 therefore, in dismissing her direct action against State Farm, Lyft's liability insurer. This appears to be a question of first impression in Georgia, and, given the statutory language enacted by the General Assembly in the Georgia Motor Carrier Act, we agree with Barnes that the trial court erred in this case.

> When we consider the meaning of a statute, we must presume that the General Assembly meant what it said and said what it meant. To that end, we must afford the statutory text its plain and ordinary meaning, we must view the statutory text in the context in which it appears, and we must read the statutory text in its most natural and reasonable way, as an ordinary speaker of the English language would. . . . Applying these principles, if the statutory text is clear and unambiguous, we attribute to the statute its plain meaning, and our search for statutory meaning is at an end.

(Citations and punctuation omitted.) *Deal v. Coleman*, 294 Ga. 170, 172-173 (1) (a) (751 SE2d 337) (2013). "Indeed, as long as the statutory language is clear and does not lead to an unreasonable or absurd result, it is the sole evidence of the ultimate legislative intent." (Citation and punctuation omitted.) *AMG, LLC v. Ga. Dept. of Transp.*, Case No. A24A0376, 2024 Ga. App. LEXIS 267, at *9 (2) (June 26, 2024).

With these principles in mind, we necessarily turn to the Georgia Motor Carrier Act as our starting point for determining whether Lyft is a motor carrier. According

> nonconsensual towing pursuant to Code Section 44-1-13 for hire over any public highway in this state.

OCGA § 40-1-100 (12) (A) (2013). The Act, however, exempts a number of vehicles that would otherwise fall under the definition of "motor carrier," including certain taxicabs and limousine carriers. OCGA § 40-1-100 (12) (B) (ii), (iii) (2013). Insurance carriers may not be joined in the same action for these exempted vehicles. See, e.g., *Brunson v. Valley Coaches*, 173 Ga. App. 667, 669 (2) (327 SE2d 758) (1985) (finding that a taxicab insurer could not be joined as a party defendant with its insured where there had been no judgment previously obtained against the insured). The burden of proving that a party is exempt from the Motor Carrier Act lies with the party claiming the exemption, and there is no burden on the opposing party to prove that a vehicle is not within the exemption. See *Jarrard v. Clarendon Nat. Ins. Co.*, 267 Ga. App. 594, 595 (600 SE2d 689) (2004); see also *Occidental Fire & Cas. Co. of North Carolina v. Johnson*, 302 Ga. App. 677, 678 (691 SE2d 589) (2010). With the exception of minor revisions and a subsection number change in 2013, no amendments or alterations have been bsec

Article was enacted. Compare OCGA § 40-1-100 (10) (2012) with OCGA § 40-1-100 (12) (2024); see also Ga. L. 2013, p. 838, § 6.

In 2015, the Georgia General Assembly amended the Act to include Part 4, which encompasses OCGA §§ 40-1-190 through 40-1-200, addressing "Ride Share Network Services and Transportation Referral Services."[7] Ga. L. 2015, p. 1262, § 3. The parties do not dispute that Lyft is a "ride share network service" as defined in OCGA § 40-1-190 (4) (2015):

> "Ride share network service" means any person or entity that uses a digital network or Internet network to connect passengers to ride share drivers for the purpose of prearranged transportation for hire or for donation. The term "ride share network service" shall not include any corporate sponsored vanpool or exempt rideshare[8] as such terms are

sponsored vanpool or exempt rideshare is not operated for the purpose of generating a profit.[9]

Part 4 defines a "ride share driver" as "an individual who uses his or her personal passenger car, as defined in paragraph (41) of Code Section 40-1-1,[10] to provide transportation for passengers arranged through a ride share network service." OCGA § 40-1-190 (3) (2015).[11] The Part is broken into 12 subsections, which encompass titles such as definitions, legislative findings and preemption, registration and licensure requirements for both transportation referral s waivers, and inapplicability to equine-drawn or other nonmotorized vehicles. Part 4 does not include any reference to whether such ride share network services are motor carriers,[12] to liability, or to direct actions by liability insurers.

2. *Applicability of the Georgia Motor Carrier Act to ride share services*. State Farm argues that ride share network services like Lyft are not subject to the OCGA § 40-1-100 (12) (A) definition of motor carrier and, therefore, OCGA § 40-1-112 (c) (2012), permitting direct actions against a motor carrier's liability insurance carrier, does not apply. State Farm points to language in OCGA § 40-1-112 (c) that specifically limits naming the insurance company as a defendant to "a cause of action arising *under this part*[,]" which is Part 2. (Emphasis supplied.) As st[illegible] m

Farm's assertion that ride share network services like Lyft are governed *only* by Part 4 of the Motor Carrier Act, and not Part 2.

It is true that the General Assembly enacted Part 4 of the Motor Carrier Act to "provide uniform administration and parity among ride share network services, transportation referral services, and transportation referral service providers, including taxi services, that operate in this state for the safety and protection of the public." OCGA § 40-1-191. It is equally true that Part 4 includes the following language: "The General Assembly fully occupies and preempts the entire field of administration and regulation over ride share network services, transportation referral services, transportation referral service providers, and taxi services as governed by this part [with certain listed exceptions]." That language, however, does not declare that ride share network services are not motor carriers as defined by OCGA § 40-1-100 (12) (A) of the Georgia Motor Carrier Act, nor does it exempt such companies from the Act's definition of motor carrier. It simply preempts the field of administration and regulation for certain types of transportation services to the extent that the rules are different from other portions of the Motor Carrier Act, as the General Assembly did for limousine carriers in Part 3 of the Act.

For example, OCGA § 40-1-193 (c) (2) mandates requirements specific to ride share network services, such as background checks for ride share drivers. Prior to the enactment of this statute, there was no standard for performing background investigations on individuals who used their personal vehicles to provide transportation services to passengers. Likewise, the statute mandates insurance coverage for ride share network service drivers, see OCGA § 40-1-193 (c) (4), as the General Assembly did for limousine carriers in OCGA § 40-1-166 (promulgating the requisite inÖ76VævW'2à specifically exempts certain taxicabs from the Act's definition of motor carrier (presumably not exempting all taxicabs). OCGA § 40-1-100 (12) (B) (ii). This fact suggests that the General Assembly intended for regulations in Parts 2 and 4 to coexist and be applied together. Similarly, Part 3 of the Motor Carrier Act specifically promulgates distinct and separate statutory rules and regulations for limousine carriers, yet the General Assembly mandated in Part 2 that "[l]imousine carriers as provided for in Part 3 of this article" are exempted from the definition of motor carrier. OCGA § 40-1-100 (12) (B) (iii). This suggests that the General Assembly intended for the Motor Carrier Act to be read as a whole, with specific regulations applicable to certain transportation carriers, and general regulations applicable to all motor carriers. See generally *United States v. Travelers Indem. Co.*, 253 Ga. 328, 329 (1) (320 SE2d 164) (1984) (examining an Act "as a whole" to interpret legislative intent); *Mornay v. Nat. Union Fire Ins. Co. of Pittsburgh, PA*, 331 Ga. App. 112, 116 (3) (769 SE23d 807) (2015) (reading the Motor Carrier Act "in whole" to interpret the meaning of the term "capable" and to determine whether a vehicle was a motor carrier under the Act).

State Farm's citations to the Georgia Department of Public Safety Rules and Regulations do not alter our conclusion. Ga. Comp. R. & Regs. 570-38-4-.01 indicates that the Subchapter applies to

> persons and entities transporting passengers for hire in intrastate
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certificate, permit, or other form of authorization to operate as a motor carrier and does not apply to persons or entities “subject to regulation and required

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the plain meaning of the text at issue." (Citation and punctuation omitted.) *AMG*, 2024 Ga. App. LEXIS 267, at *9 (2).

> Both our constitutional system of government and the law of this State prohibit the judicial branch from amending a statute by interpreting its language so as to change the otherwise plain and unambiguous provisions. Thus, [State Farm's] argument that its interpretation of the statute more effectively achieves the statute's overall policy concerns should be directed toward the General Assembly, not this Court.

(Citation and punctuation omitted.) Id. at *9-10 (2). "[T]he fact that an application of clear statutory text produces results that [State Farm] or others may think are unfair or unreasonable does not render the statute nonsensical or 'absurd.'" *Domingue v. Ford Motor Co.*, 314 Ga. 59, 67 (2) (c), n. 7 (875 SE2d 720) (2022).

4. *Conclusion*. In summary, applying text

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motor carrier in Part 2 of the Georgia Motor Carrier Act.[13] In addition, applying the doctrine of expressio unius, we further conclude that ride share network services like Lyft are not exempt from the Act's definition of motor carrier. The General Assembly did not specifically exclude such vehicles when it enacted Part 4 of the Motor Carrier Act, despite being able to do so and despite the fact that it excludes eight other types of vehicles. Because State Farm has not met its burden of proving that Lyft is exempt from the Georgia Motor Carrier Act's definition of motor carrier, it was proper for Barnes to directly name State Farm, as Lyft's liability insurance provider, in her lawsuit under the version of OCGA § 40-1-112 (c) applicable both when the incident occurred in June 2020 and when Barnes filed her lawsuit in May 2022.[14] See *Lariscy*,

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[13] Other states likewise have found such vehicles fall under similar definitions of common carrier. See, e.g., *Doe v. Uber Technologies*, 184 FSupp.3d 774, 786 (I) (C) (N.D. Cal. 2016) (rejecting argument that Uber was merely "a 'broker' of transportation i es

352 Ga. App. at 449. The trial court erred in finding otherwise and in granting summary judgment to State Farm.

Judgment reversed. Doyle, P. J., and Watkins, J., concur.

Interest of S. W., 363 Ga. App. 666, 671 (2) (872 SE2d 316) (2022) (applying statute in effect at the time of filing to an issue regarding the procedure for filing a change of custody); see also *Stalvey v. State of Ga.*, 210 Ga. App. 544, 545 (1) (436 SE2d 579) (1993) (applying statute in effect at the time of filing to an issue regarding the procedure for service in a forfeiture case). We note that OCGA § 40-1-112 (c) remained unchanged from 2012 to 2024, and the parties do not address or argue that the changes made to the statute in 2024 have any bearing on this case.