

# ***TRANSDIGEST***

**Transportation & Logistics Council, Inc.**

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**VOLUME XXIV, ISSUE No. 261, NOVEMBER 2019**

**Register Now for TLC's 46<sup>th</sup> Annual Conference!**

- **Retailer Consolidation Benefits**
- **U.S. – China Trade White Paper**
- **Driver Classification – N.J. Following California**
- **Incoterms 2020 Released**
- **IMO 2020 and Ocean Shipping**
- **FedEx and UPS Rate Increases**
- **UPS Tariff - Time Limits for Claims**
- **More Q&A's**

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**Published by the TRANSPORTATION & LOGISTICS COUNCIL, INC.**

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## Table of Contents

<b>GUEST EDITORIAL .....</b>	<b>2</b>	<b>RECENT COURT CASE .....</b>	<b>17</b>
<b>ASSOCIATION NEWS .....</b>	<b>3</b>	<b>TARIFF WATCH.....</b>	<b>18</b>
<b>INTERNATIONAL .....</b>	<b>5</b>	<b>TAB .....</b>	<b>19</b>
<b>MOTOR .....</b>	<b>6</b>	<b>CCPAC NEWS.....</b>	<b>21</b>
<b>OCEAN .....</b>	<b>10</b>	<b>CLASSIFICATION .....</b>	<b>22</b>
<b>PARCEL EXPRESS.....</b>	<b>14</b>	<b>ADVERTISE IN THE TRANSDIGEST .....</b>	<b>22</b>
<b>QUESTIONS &amp; ANSWERS .....</b>	<b>15</b>		

## GUEST EDITORIAL

### WHAT IS RETAILER CONSOLIDATION AND WHY IS IT IMPORTANT?

By: Curtis Hart, Director – Carrier Development: GEODIS

In today's world, consumers expect a wide variety of selection when they walk into a big-box retail store. They want to see their favorite products and they expect them to be in stock any time they walk through the doors. As a result, shippers have had to adapt their supply chains to meet these increasing demands.

Many shippers feel that if you aren't selling your products to big-box retailers, you are missing out on potential revenue. But the competition for shelf space is fierce and big-box retailers have needed to enforce strict compliance requirements to keep up with demand.

These compliance requirements can feel overwhelming to those who are just trying to get their products on the shelves. They must race to meet deadlines—often needing to send less-than-truckload (“LTL”) shipments or risk paying high compliance fines.

There are opportunities to choose between unpredictable freight costs and high compliance fines by using consolidation. Retailer Consolidation allows shippers to save on their transportation costs and reduce compliance fines by taking advantage of a shared supply chain network.

How does Retailer Consolidation work?



If a brand is shipping product into a big-box retailer but does not have enough to fill a full truckload (“FTL”), they can combine their freight with another shipper who is shipping their products to the same big-box retailer.

Taking advantage of a shared supply chain network means reducing the risk of missing compliance deadlines or stressing about fines. Retailer Consolidation allows shippers to combine their LTL shipments with other shippers who are going to the same big-box retailer. This not only reduces their fines but also reduces the number of damages/losses and reduces their carbon emissions as they are sending fewer trucks out on the road.

With increasing customer expectations, leading brands have realized that it’s a smarter play for them to compete with their competition on the retail floor, rather than their supply chains. Using a partner that offers Retailer Consolidation Services may improve your bottom line and give you peace of mind knowing that your products will be in the right place at the right time and at the right cost.

## ASSOCIATION NEWS

### **“EARLY BIRD” REGISTRATION OPEN FOR TLC’S 46<sup>TH</sup> ANNUAL CONFERENCE**

The Transportation & Logistics Council will hold its 46<sup>th</sup> Annual Conference at the Double Tree by Hilton at SeaWorld, 10100 International Drive, Orlando, Florida on April 27-29, 2020. Other organizations have conventions and trade shows, but whether you are a seasoned professional or a newcomer, there is no other program that exclusively dedicates itself to providing educational opportunities to the people that actually “make the wheels go round”.

And, for those that want an in-depth educational experience, before the Conference on Sunday, April 26th, the Council also offers three optional full-day seminars - Contracting for Transportation & Logistics Services, Freight Claims in Plain English, and Transportation, Logistics and the Law, all presented by leading transportation attorneys.



“Early Bird” registration for the Conference and full-day seminars is now open, see registration form attached. The Council has also made arrangements with the Double Tree for a block of rooms, available to registrants on a first come, first serve basis.

For Conference attendees, hotel rates are \$149.00 and rooms will be held until 4/3/20 or until we have exhausted the block of rooms held for our event.

To make reservations, visit [https://doubletree.hilton.com/en/dt/groups/personalized/M/MCOSRDT-TLC-20200420/index.jhtml?WT.mc\\_id=POG](https://doubletree.hilton.com/en/dt/groups/personalized/M/MCOSRDT-TLC-20200420/index.jhtml?WT.mc_id=POG).

The group name for registration is “Transportation & Logistics Council, Inc.” with a group code of “TLC”. Check-in dates and rates for the Conference begin April 20, 2020 and run to May 4, 2020. For more information at the hotel, call 321-946-0651.

### **What to Do: Orlando Attractions**

Orlando, the “Theme Park Capital of the World”, is home to a number of world class theme parks and numerous other attractions suitable for all ages and interests. The major theme parks include Walt Disney World Resort, Universal Orlando Resort, SeaWorld Orlando, and LEGOLAND Florida Resort.

Visit <https://www.visitorlando.com/en> for more information and details of what is available in the area.

## **SUPPORT THE CONFERENCE**

In addition to the benefits of great educational sessions and networking opportunities, we thought that you might want to get your company’s services and/or products out to others in the industry. There are 3 ways you can do this:

### **Be a Sponsor:**

Among the traditional amenities of the Transportation & Logistics Council's Annual Conferences are the Hospitality Suites on Sunday and Monday night of the Conference. Complimentary hors d'oeuvres and cocktails help create a welcoming atmosphere for attendees, an opportunity to meet both old and new friends, and to network with other transportation professionals.

These Hospitality Suites are funded entirely by contributions from our sponsors, and we would like to ask you make a contribution. We have three sponsorship levels:

- Bronze \$300
- Silver \$500
- Gold \$1000

Your company name will be prominently displayed at the entrance to the Hospitality Suite area, and will be published in the conference program, the TransDigest and on the website. See Sponsorship form attached.

### **Be an Exhibitor:**

Each year we invite companies that may be interested in exhibiting their products and services to our attendees. This is an excellent opportunity for companies to show off their products and services to a select group of attendees representing shippers, carriers, intermediaries and related transportation service providers. See Exhibitor information attached.

### **Donate Door Prizes:**

A door prize can be anything with your company logo on it or something that represents your company. Door Prizes can be sent directly to the hotel. Please have them arrive on or shortly before April 24<sup>th</sup>, 2020. Examples: company products, pens, mugs, T-Shirts, keychains, etc.

**Name of person to receive the package c/o  
Transportation & Logistics Council, Inc.**

10100 International Dr.

Orlando, FL 32821

HOLD FOR ARRIVAL: 04/24/2020

407-370-8608 P

407-352-6451 F

STORE6403@THEUPSSTORE.COM

Please call Diane or Katie in the office if you are sending an item so you can be properly acknowledged or if you have any questions: 631-549-8984 or email at [diane@transportlaw.com](mailto:diane@transportlaw.com).

## NEW MEMBERS

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## INTERNATIONAL

### U.S. – CHINA TRADE WAR WHITE PAPER

The Journal of Commerce (“JOC”) has prepared an editorial white paper titled *The US-China Trade War: Where We Go From Here*. It is an analysis of the challenges US importers, exporters and transportation providers face.

From the November 5, 2019 JOC announcement:

“Trade wars are good, and easy to win.” With those fateful words, uttered by President Donald Trump in March 2018, the United States government embarked on a prolonged conflict that will have lasting consequences not just for the economies of the US, but also for China and the global trading community.

Defying the expectations of many experienced observers, the US-China trade war has since expanded steadily in scope, at a pace that now threatens to undermine US and global economic growth at a time when the nearly decade-long global recovery already was beginning to lose steam.

When will the trade war end? What measurable outcomes or benchmarks will need to be met for the Trump administration to declare that increasingly painful and costly battles have all been

worthwhile and that the US has somehow emerged as the winner? Is the Phase 1 agreement reached in October the opening to a long-term agreement, or another false start?

Over the course of two months this summer and fall, the JOC interviewed numerous industry stakeholders, economists, and other experts about the lasting impact the trade war has had on supply chains that, in some cases, were decades in the making. Whether an agreement is reached in the short term or not, manufacturing and transportation networks have changed in ways that will continue to play out for years.

The white paper lists its “Top Takeaways” as:

- When the US-China trade war will end is an unknown, nor is there a consensus about how to measure the meaning of “victory.”
- Defying a major metric of a trade war “victory,” the US trade deficit with China surged to a six-month high in July 2019.
- Virtually every China specialist outside the Trump administration agrees that raising tariffs was not a good way to redress legitimate US grievances against unfair Chinese trade practices.
- The longer the US-China trade war continues, the more tempting it will become for global companies to restructure their supply chains.
- The days of global companies chasing low-cost labor around the world may be waning.
- While free-traders would like to revive the Trans-Pacific Partnership, that ship may have sailed, even if the Democrats take the White House in 2020.

The white paper is available for download at <https://subscribe.joc.com/us-china-trade-war/>.

## MOTOR

### DRIVER CLASSIFICATION: THE SAGA CONTINUES

We have recently reported [see TRANSDIGEST 259] on the passage of AB5 in California, a statute that attempts to provide a clear cut method to determine whether someone is an independent contractor or an employee. Unfortunately, according to many, AB5 makes it very difficult for independent owner operator truckers to continue operating as independent contractors.

New Jersey is considering similar legislation in the form of Senate Bill 4204 and trucking companies in the Port of New York and New Jersey fear that the proposed bill would make it harder for drivers that want to remain independent contractors, rather than employees, to do so.

The legislation is supported by the Teamsters union and opposed by the Association of Bi-State Motor Carriers and the New Jersey Motor Truck Association, along with many other groups, including the Transportation & Logistics Council.

According to a November 13, 2019 letter to members by the Association of Bi-State Motor Carriers:

The Bi-State is asking for your assistance in reaching out to our state legislators, urging them to pull legislation that would prohibit Independent Contractors—including the Independent Owner Operator (“IOO”) Drivers who serve the Port of NY & NJ—from working in New Jersey.



**Senate Bill 4204, sponsored by Senate President Stephen Sweeney, will be heard in the Senate Labor Committee Hearing TOMORROW, Nov. 14<sup>th</sup> at 10am. This bill would prohibit 77% of the drivers currently moving freight at the Port of NY & NJ from working.**

S4204 would have disastrous consequences for the transportation industry at the Port of NY & NJ. This bill is similar to the AB5 legislation that recently passed in California, only even more restrictive. A lawsuit was filed today in California, estimating that 70,000 truckers will lose their jobs as a result of AB5: <https://www.foxbusiness.com/money/truckers-sue-california-say-new-gig-economy-law-would-kill-70000-jobs>. The fall-out in NJ would be just as bad, if not worse. Even if you do not lease with IOOs, this bill will adversely affect EVERYONE at the Port of NY & NJ.

The Bi-State has repeatedly reached out to the bill sponsor, Senator Sweeney, and to Senate Labor Committee Chair Senator Madden, urging them to pull Senate Bill 4204 off of the hearing schedule. Thus far, they have not agreed to pull the bill.

#### **HOW YOU CAN HELP**

- **Call and email Senator Sweeney and Senator Madden today**, and urge them to pull S4204 off the Labor Committee agenda until the port community can sit down with the sponsor and help him fully understand the ramifications of his legislation.
- **Call and email the other members of the Labor Committee today**, and urge them to **VOTE NO** tomorrow if they do hear the bill.

**Share this email and encourage others to take action, too—time is of the essence!**

#### **CONTACT INFORMATION**

Senate President Stephen Sweeney  
856-251-9801, 856-339-0808 Email: [SenSweeney@njleg.org](mailto:SenSweeney@njleg.org)

Senator Fred Madden, Chair, Senate Labor Committee  
856-232-6700, 856-401-3073 Email: [SenMadden@njleg.org](mailto:SenMadden@njleg.org)

Senator Joseph Lagana, Vice Chair, Senate Labor Committee  
201-576-9199 Email: [senlagana@njleg.org](mailto:senlagana@njleg.org)

Senator Anthony M. Bucco, Member, Senate Labor Committee  
973-927-2526 Email: [senbucco@njleg.org](mailto:senbucco@njleg.org)

Senator Linda Greenstein, Member, Senate Labor Committee  
609-395-9911, [sengreenstein@njleg.org](mailto:sengreenstein@njleg.org)

Please join us in voicing opposition on S4204, and show your support for the hard-working Independent Owner Operators who serve the Port of NY & NJ.

Thank you,

Lisa Yakomin

*President, [Association of Bi-State Motor Carriers](#)*

## **ADDITIONAL RESOURCES/COVERAGE OF THIS ISSUE**

### **FAST FACTS**

- **The vast majority (77%) of drivers registered to serve the Port of NY & NJ are Independent Owner Operators. Without them, we cannot move the high volumes of freight in NJ.**
- **IOOs are not the ones pushing for this bill—they want to remain independent!**
- **The TLD [Transportation, Logistics & Distribution] industry is comprised of a larger share of minority workers who live in-state than any other industries. (source: NJDOL) Therefore, this legislation will adversely affect a disproportionate number of minority-owned businesses**
- **S4204 will eliminate jobs (see article below)**
- **S4204 will cost the State of NJ billions of dollars in federal, state, and local tax revenues**
- **NJ is already one of the most expensive places to live in the U.S. This bill will make it worse: the cost of everything that travels by truck will increase significantly, including food, medicine, clothing, electronics, and more, hitting NJ's low-income and middle class residents the hardest.**

Trucking Companies Move to Cut Ties with CA Owner-Operators as Labor Law Looms

<https://finance.yahoo.com/news/trucking-companies-move-cut-ties-145919299.html>

CA Trucker Group Files Challenge to AB5 Law Restricting Independent Contractors

[https://www.freightwaves.com/news/california-trucker-group-files-challenge-to-law-restricting-independent-contractors?utm\\_content=105498140&utm\\_medium=social&utm\\_source=twitter&hss\\_channel=tw-831603050817138688&fbclid=IwAR27RrfwnZPUGkyOU4IdXrKzkO1QVJhiKG8xoGaDze0FsGMeE0kCt\\_iM8I](https://www.freightwaves.com/news/california-trucker-group-files-challenge-to-law-restricting-independent-contractors?utm_content=105498140&utm_medium=social&utm_source=twitter&hss_channel=tw-831603050817138688&fbclid=IwAR27RrfwnZPUGkyOU4IdXrKzkO1QVJhiKG8xoGaDze0FsGMeE0kCt_iM8I)

New Gig Economy Law Would Kill 70,000 Jobs

[https://www.foxbusiness.com/money/truckers-sue-california-say-new-gig-economy-law-would-kill-70000-jobs?fbclid=IwAR0nCFfs0nwP4LNaijSZWX\\_q8E2-NmmTFJWCTHahTTaJM7l08W2wx4Ig-k](https://www.foxbusiness.com/money/truckers-sue-california-say-new-gig-economy-law-would-kill-70000-jobs?fbclid=IwAR0nCFfs0nwP4LNaijSZWX_q8E2-NmmTFJWCTHahTTaJM7l08W2wx4Ig-k)

Visit [https://www.njleg.state.nj.us/2018/Bills/S4500/4204\\_I1.HTM](https://www.njleg.state.nj.us/2018/Bills/S4500/4204_I1.HTM) to view the text of the bill and visit <https://legiscan.com/NJ/bill/S4204/2018> to track the status

## **REPORT ON “OPERATIONAL COSTS OF TRUCKING”**

On November 4, 2019 the American Transportation Research Institute (“ATRI”) released its findings of its 2019 update to “*An Analysis of the Operational Costs of Trucking*.” From the announcement:

Using detailed financial data provided directly by motor carriers of all sectors and fleet sizes, this “Ops Costs” research annually documents and analyzes trucking costs from 2008 through 2018. ATRI’s analysis provides industry stakeholders with an essential benchmarking tool, and government agencies with input on industry finances necessary for comprehensive transportation planning and infrastructure improvement analyses.



ATRI's newest 2019 Ops Costs report documents the extremely robust economic environment that carriers and drivers experienced in 2018, but these same economic conditions put considerable upward pressure on nearly every line-item cost center experienced by carriers.

The average marginal cost per mile incurred by motor carriers in 2018 increased 7.7 percent to \$1.82. Costs rose in every cost center except tires, with fuel costs experiencing the highest year-over-year growth of 17.7 percent. Not surprisingly, insurance costs saw the second fastest year-over-year growth at 12 percent. As a strategic response to the severe driver shortage that existed in 2018, driver wages and benefits increased 7.0 and 4.7 percent, respectively – representing 43 percent of all marginal costs in 2018.

Repair & maintenance (“R&M”) costs, at 17.1 cents per mile in 2018, have increased 24 percent since 2012 – a counterintuitive increase given the record sales of new trucks and trailers. From 2012 to 2018, overall motor carrier operational costs have increased more than 11.6 percent – exceeding the 10.8 percent inflation rate for that same time period.

ATRI's 2019 report again includes an “Industry Sector in Focus” analysis for tank fleet operators.

“ATRI's 2019 Operational Costs research highlights the extent of the cost increases our industry experienced in 2018. Savvy carriers will continue to use this cost data as a benchmarking tool, and to better educate our customers on the financial and operating pressures our industry faces,” said Jerry Sigmon, Executive Vice President of Cargo Transporters, Inc. “The new 2019 report also gives us important explanations and hints on how to better manage the cost volatility we’ve been experiencing.”

Since its original publication in 2008, ATRI has received over 16,000 requests for the Operational Costs reports.

Visit <https://truckingresearch.org/2019/11/04/7851/> to view the announcement and to get the analysis visit <https://truckingresearch.org/2019/11/04/an-analysis-of-the-operational-costs-of-trucking-2019-update/>.

## **UCR REPORTS DATA INCIDENT AND DELAY**

According to a recent announcement, the Unified Carrier Registration Plan (“UCR”) is reporting that, on March 28, 2019, a website vulnerability existed in its online National Registration System that could have potentially exposed a UCR registrant's Tax ID number for a period of 28 days in March 2019.

From the announcement, investigations concluded:

- The only way to view a Tax ID number was by completing a successful login to the National Registration System public website between the dates of March 1, 2019, and March 28, 2019.
- The total number of registrant accounts open to possible Tax ID exposure during the period from March 1, 2019, through March 28, 2019, was approximately 30,000.
- There is no indication that a mass export of Tax ID numbers occurred during the period of March 1, 2019 through March 28, 2019. The exposure was limited to the exposure of a Tax ID number in the status bar of the web browser of the registration receipt.
- As of today, the UCR is confident that there is no further risk of Tax ID number exposure. The issue has been resolved since the afternoon of March 28, 2019, and no future occurrence of displaying the Tax ID numbers of registrants can occur.

Upon conclusion of the independent investigation, the UCR submitted the list of approximately 30,000 registrants to the Federal Motor Carrier Safety Administration (“FMCSA”) for further assistance. The UCR requested that the FMCSA run those entries through FMCSA’s MCMIS [Motor Carrier Management Information System] database to determine the number of registrants who may have provided a Social Security Number to the database as the Tax ID number. The FMCSA determined that approximately 23,000 of these registrants may have provided a Social Security Number to the database as the Tax ID number. The UCR concluded, therefore, that these approximately 23,000 registrants were potentially open to Social Security Number exposure during the period from March 1, 2019, through March 28, 2019. UCR has elected to individually notify this pool of approximately 23,000 registrants (the “Notification Pool”) of the March 2019 data event.

**Please contact [privacy@legal.ucr.gov](mailto:privacy@legal.ucr.gov) for questions regarding this data incident.**

Visit <https://plan.ucr.gov/wp-content/uploads/2019/10/UCR-Data-Investigation-Press-Release.pdf> to view the complete announcement.

Additionally, the FMCSA announced that the start of 2020 UCR registration period is delayed until further notice while the FMCSA completes its rulemaking process on fee levels for next year. A notice of proposed rulemaking was published in the Federal Register on August 27, 2019 and once the final rulemaking is published later this year, thereby officially establishing UCR fees for 2020, the UCR Board of Directors will recommend that states delay enforcement for three (3) months from the start of the registration period.

## OCEAN

### GENERAL RATE INCREASES FOR ASIA IMPORTS x 2

by Tony Nuzio, ICC Logistics Services, Inc.

In October and then again in November, Tony Nuzio of ICC Logistics Services, Inc. reported general rate increases for Asia imports. From the October 21, 2019 blog:

We’ve been hearing that this year’s Peak Ocean Import Shipping Season might not be something to write home about; no surprise there, especially with the continuing tariff negotiations. One would think then that the ocean carriers might reduce rates due to the expected low shipping volumes in an effort to entice shippers to put more containers on their ships headed to the US, Canada and Mexico.

However, that is not the case and in fact hasn’t stopped the ocean carriers from announcing they will apply a General Rate Increase beginning this November. Thanks to our friends at OEC Group, we can now share with you the following General Rate Increases.

Effective November 1, 2019, A General Rate Increase (GRI) has been filed for all cargo imported from Asia ports of loading, to the U.S.A., Canada, and Mexico ports/ramps of discharge.

The proposed increases are as follows:

***General Rate Increase – November 1, 2019***

***USD 900 / 20'***  
***USD 1,000 / 40'***  
***USD 1,125 / 40' HQ***  
***USD 1,125 / 40' Reefer***  
***USD 1,266 / 45'***  
***USD 1,600 / 53'***

As it is not possible to predict the future market based on the current trade conditions, we recommend all shippers continue to monitor the situation as it develops.

From ICC Logistics November 5, 2019 report announcing more Asian rate increases:

While expectations for a strong Peak Ocean Import Shipping Season continue to wane, (no surprise here). This is especially true due to the ongoing saga of tariff negotiations between the US and China). One would think the ocean carriers would be reducing rates due to the expected low shipping volumes in an effort to entice shippers to put more containers on their ships headed to the US, Canada and Mexico.

Well, as in the past, that is not the case and in fact additional General Rate Increases, (GRI) are scheduled to become effective on December 1, 2019. These December GRI increases come right on top of the November 1, 2019 General Rate Increases recently imposed. Thanks to our friends at OEC Group, we can now share with you the following December 1, 2019 General Rate Increases.

***Effective December, 1, 2019, A General Rate Increase (GRI) has been filed for all cargo imported from Asia ports of loading, to the U.S.A., Canada, and Mexico ports/ramps of discharge.***

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***USD 1,266 / 45'***  
***USD 1,600 / 53'***

As it is not possible to predict the future market based on the current trade conditions, we recommend all shippers continue to monitor the situation as it develops.

Visit <https://iccllogistics.com/blog/> to review the ICC Logistics Blog

## **IMO 2020: HOW TO PAY FOR LOW-SULFUR FUEL MANDATE IMPLEMENTATION**

A lot has been written about the January 1, 2020 implementation of the International Maritime Organization's ("IMO's") low-sulfur fuel mandate and its possible effects (see TRANSDIGEST 259 for a brief synopsis).

An issue separate from the physical implementation of the mandate, will be how the billing and payments will be handled, essentially the "who pays and how much?" The answer to this is complicated by the fact

that carriers can satisfy the mandate requirements through one of several methods, ranging from burning compliant low-sulfur fuel, using alternative low emission fuels, or installing scrubber devices and continuing to use less expensive higher sulfur fuel.

Each choice of method for compliance has its own distinct cost structure and the problem is how to allocate that cost. Perhaps the simplest will be when carriers simply switch to low-sulfur fuel. The additional cost will be fairly direct and can be handled in a manner similar to already existing fuel surcharges.

More problematic will be when alternative low emission fuels are used, as their implementation will require capital investments to make physical changes to vessel systems. How the allocation of those costs will be handled is the question.

The final compliance method, the installation of scrubbers, requires capital expenditures for implementation along with ongoing maintenance costs and also creates a complex cost recovery scenario.

For an example of the problem, the price differential between low-sulfur, IMO 2020-compliant fuels and the noncompliant (unless ships are fitted with scrubbers) heavy fuel oil currently in use varies by \$150-260 per ton at the end of October, 2019. However, with so many factors such as vessel size, feeder costs, voyage times and regional fuel price differences, translating bunker price differentials into a price for a specific box movement for each customer is nigh on impossible.

To further complicate matters, many trades are primarily one-way and empty on the backhaul. How is the extra cost of the empty leg to be allocated?

As IMO 2020 is implemented, shippers will need to pay extra attention to their review and processing of invoices to make sure they are accurate and comport with contract terms. Due to the complexity, lack of transparency and lack of uniformity of how the pass-through costs are assessed to shippers by carriers and non-vessel owning common carriers (“NVOCCs”), mistakes and discrepancies are more likely to occur.

On the positive side, there should be a return to relative normalcy once enough time has passed for the changes to get “baked into” the billing process.

## **“DECARBONIZATION” TO PRESSURE OCEAN FREIGHT RATES**

In addition to the imminent changes due to IMO 2020 discussed above, which is primarily directed at the reduction of sulfur dioxide emissions, there is also a worldwide push to reduce carbon emissions. This “decarbonization” of ocean shipping is expected to be carried out in two phases: reducing emissions through design and operations of vessels using fossil fuels and ultimately the development and implementation of zero emission vessels.

In response to the global concern regarding climate change, it’s inconceivable that the maritime shipping industry will be bypassed, given the industry’s 2 to 3 percent contribution to global carbon dioxide (CO<sub>2</sub>) emissions. This amount is approximately equivalent to the output of a major industrial country such as Germany.

Near term efforts to reduce greenhouse gases (“GHG”) focus on improved design and operation of ships burning fossil fuels. Slow steaming has been one of the operational means used to reduce emissions. The problem is that as ships slow down, more ships are needed to maintain the flow of goods and the capital required for these additional ships reduces funds available for development of zero emission vessels. This is further compounded by increases in global trade volumes. In any event, efforts to reduce GHG emissions will result in further pricing pressure on ocean shipping.

Perhaps a solution to part of this problem would be the “reshoring” of manufacturing. As we become more aware of the true cost of global commerce it may become easier to justify the higher immediate/direct costs of manufacturing at home.

## UNINTENDED CONSEQUENCES: LIGHTNING STRIKES MORE OVER SHIPPING LANES

Of no particular relation to the costs of ocean shipping discussed above, but an unintended consequence of burning fossil fuels, a recent article by Alex Davies of Wired.com published on arstechnica.com discusses why lightning strikes more often over shipping lanes than elsewhere. Apparently researchers have determined that “along some of the world’s busiest shipping lanes, lightning strikes are twice as common as they are in nearby areas with similar climatic conditions.” In addition, the thunderstorms are significantly more powerful over these shipping lanes.

From the article:

That’s the takeaway from several years of work by researchers at the University of Washington and NASA, starting with a [2017 paper](#) titled “Lightning enhancement over major oceanic shipping lanes.” Its authors focused on the northeastern Indian Ocean and the South China Sea, including around Singapore and Indonesia. They picked up the topic when Katrina Virts, a graduate student at the time, created a method to squeeze more resolution out of available data on lightning strikes. She and Joel Thornton, an atmospheric scientist at the University of Washington, used the method and 11 years worth of data on lightning strikes to make a map of areas with especially high strike rates. And they noticed a pattern. “We instantly recognized that these were shipping lanes,” says Thornton, the paper’s lead author.

This may sound crazy—until you know a little bit about lightning. Under normal conditions, microscopic water droplets in the air grab onto “cloud condensation nuclei,” which are aerosol particles bigger than 50 nanometers, like a bit of dust, or sulphur dioxide. When few particles are present, each one picks up more droplets, and they coalesce into relatively short clouds at low altitudes. Those make rain. When a lot of aerosol particles are present, each one gets fewer droplets and can float high enough into the atmosphere to freeze. In the resulting tall clouds, those bits of ice and slush run into each other and transfer electric charges. The differences in charge creates an electric field, which results in lightning.

The official term for this is “aerosol convective invigoration.” Thornton also calls it “catalyzing lightning.” You just need to know that more particles means more lightning, and burning fossil fuels is a reliable way to make those particles. Ships are especially culpable because they use bunker fuel to get from port to port. Made from the dark, viscous stuff that’s left at the bottom of the barrel after the comparatively ethereal gasoline, jet fuel, and kerosene have been distilled off, it contains about 3,500 times as much sulphur as automotive diesel. The world’s fleet burns some 3.3 million barrels of it daily. (At least until December 31 [referring to IMO 2020 discussed above.]

Visit <https://arstechnica.com/science/2019/10/why-lightning-strikes-twice-as-often-over-shipping-lanes/> to view the arstechnica.com article.

Visit <https://www.washington.edu/news/2017/09/07/ship-exhaust-makes-oceanic-thunderstorms-more-intense/> to view the University of Washington paper

## INCOTERMS 2020 REVISIONS

The International Chamber of Commerce (“ICC”) has released its 2020 revisions to Incoterms, its set of rules that define the responsibilities of sellers and buyers regarding the delivery of goods. The revisions are more “user friendly” for shippers. The last prior revision of Incoterms was in 2010.

From the ICC announcement:

More accessible and easier to use, [\*Incoterms® 2020\*](#) includes more detailed explanatory notes with enhanced graphics to illustrate the responsibilities of importers and exporters for each Incoterms® rule. The introduction to [\*Incoterms® 2020\*](#) also includes a more detailed explanation on how to choose the most appropriate Incoterms® rule for a given transaction, or how a sales contract interacts with ancillary contracts.

- *Incoterms® 2020* provides for demonstrated market need in relation to bills of lading (BL) with an on-board notation and the Free Carrier (FCA) Incoterms® rule.
- *Incoterms® 2020* aligns different levels of insurance coverage in Cost Insurance and Freight (CIF) and Carriage and Insurance Paid To (CIP).
- *Incoterms® 2020* includes arrangements for carriage with own means of transport in FCA, Delivered at Place (DAP), Delivered at Place Unloaded (DPU), and Delivered Duty Paid (DDP).
- There is a change in the three-letter name for Delivered at Terminal (DAT) to DPU.
- *Incoterms® 2020* includes security-related requirements within carriage obligations and costs.

Visit <https://iccwbo.org/media-wall/news-speeches/icc-releases-incoterms-2020/> to view the ICC announcement and visit [https://2go.iccwbo.org/incoterms-2020-eng-config+book\\_version-Book/](https://2go.iccwbo.org/incoterms-2020-eng-config+book_version-Book/) to order a copy.

## PARCEL EXPRESS

## UPS AND FEDEX EXPAND SURCHARGES ON SHIPPERS

by Tony Nuzio, ICC Logistics Services, Inc.

Continuing in our series of “*The Devil is in the Details*,” both UPS and FedEx are expanding their Additional Handling Fee Surcharges to packages that actually weigh or where their billed dimensional weight is between 50 and 70 pounds. Prior to this latest change, the Additional Handling Surcharges did not apply unless the package weight was 70 pounds or over.

UPS’ 2020 increase will become effective on December 29, 2019 and FedEx’ 2020 increases will actually become effective on January 6, 2020.

It’s obvious that this change will involve a significant number of additional packages that will now be subject to the Additional Handling Surcharge. By some estimates this change will double the amount of packages that will now be subject to Additional Handling Fee Surcharges.

So to put this increase into perspective, we are providing the following example of an actual UPS Shipper who ships approximately 3000 total packages per week. For this shipper alone, approximately 4.5% of these



shipments will now be subject to the Additional Handling Surcharge. Remember, the new Additional Handling Surcharge is on top of the announced 4.9% increase UPS will apply starting December 29, 2019.

For starters, the base rate for a 50 pound shipment from Elgin, IL to Dayton, OH will increase by 5.7%, not the 4.9% **“on average”** increase UPS announced last week. The current cost this shipper would pay for this 50 pound shipment is \$11.57 with the shipper’s current discounts.

Under the new General Rate Increase, as well as the Additional Handling Surcharge increase, the cost for this shipper come December 29<sup>th</sup> for that same 50 pound shipment will be \$25.10, a 117% increase in total costs. And, this includes the shipper’s current discount on Additional Handling Fees, plus the current fuel surcharge. Without this shipper’s current discount on Additional Handling Fees, the shipment would actually be \$37.98 or a whopping 228% increase.

So, where do parcel shippers go from here? The first and most critical step is to evaluate exactly how this increase will affect their budgets going forward. No company would ever factor in a 117% increase, let alone a 228% increase to their freight budgets for a substantial amount of packages they ship, so right off the bat they are going to have significant budget woes come 2020.

Having said this, most companies do not have the capabilities in house to make these comprehensive data evaluations and therefore must rely on outside help to get the information they need before it’s too late.

Parcel Audit Firms and Third Party Consultants specializing in freight cost analysis are the keys to evaluating the actual impact of these increases on a shipper by shipper basis, as well as proving concrete solutions for companies seeking to finally take control of their parcel shipping expenses. Reach out and take advantage of their expertise.

## GENERAL RATE INCREASES

Both FedEx Corp. and UPS have announced their general rate increases (“GRI”) for 2020 [see TRANSDIGEST 260 for DHL 2020 GRI].

FedEx’s rate increases will become effective on January 6, 2020 while UPS’s rate increases become effective December 29, 2019. Both GRIs average 4.9%, but as usual, the actual costs will depend on the specific service utilized, actual or billed shipment weight, and zone shipped to, meaning the actual increases can be more or less than the 4.9% announced increase.

Visit <https://www.fedex.com/en-us/shipping/current-rates.html> for FedEx’s rates and for UPS’s new rates visit <https://www.ups.com/us/en/shipping/rates-update.page>.

## QUESTIONS & ANSWERS

By George Carl Pezold

## FREIGHT CLAIMS – RISK OF LOSS AND STANDING TO FILE CLAIM

**Question:** Our company is a wholesale distributor. We ship many times from a vendor direct to our customer. When vendors ship and use our carrier, we can be party to a freight claim. In one particular instance the vendor shipped with the terms of the purchase order (“PO”) as FOB origin, they used their carrier so they paid all freight charges, and they did not list our company as a third party or consignee on the bill of lading (“BOL”).

The freight was damaged in shipping. Do we have standing to file a freight claim? Our customer is not knowledgeable about claims and the vendor is stating since the freight was FOB Origin that they no longer have ownership and refuse to file the claim nor credit us or our customer for the goods. We have offered to assist in the filing but do not believe the carrier will recognize our standing to file a damage claim.

**Answer:** There are two issues here.

First, “risk of loss” as between the seller and the buyer is governed by the Uniform Commercial Code, and as a general rule when a shipment is “FOB Origin” the risk of loss passes to the buyer once the goods are put on the truck. Conversely, if the terms of sale are “FOB Destination” the seller retains risk of loss during transit. Regarding freight claims this would usually mean that the party having the risk of loss should file a claim for loss or damage with the responsible carrier. Of course, shippers/sellers often file claims for business relationships with their customers regardless of which party actually has the risk of loss.

Second, under the “Carmack Amendment” (49 USC 14706) the carrier’s liability is based on the contract of carriage: the statutory language is “. . . the person entitled to recover under the receipt or bill of lading.” As a general rule the shipper and/or the consignee shown on the bill of lading has the right to file a claim for loss or damage. Thus the question is whether the bill of lading prepared by your vendor shows your company as the shipper on the bill of lading. You can, of course, file a claim against the responsible carrier, with proof that the vendor was acting as your agent, and that you are the beneficial owner of the goods.

I hope this answers your questions.

## **FREIGHT CHARGES – TIME LIMITATIONS ON CARRIER BILLING**

**Question:** Is there a time limitation as to how long a motor carrier has to issue an original invoice for services?

**Answer:** There are two separate federal statutes that could be applicable to the carrier's claims for freight charges.

The so-called “180-day rule” set forth in 49 U.S.C. 13710 would apply to claims for “charges in addition to those originally billed” (typically undercharges) and provides “A carrier must issue any bill for charges in addition to those originally billed within 180 days of the receipt of the original bill in order to have the right to collect such charges.”

Note that this section does not establish a time limit for the carrier to submit original invoices.

However, there is also an 18-month statute of limitations that applies to suits by carriers to collect freight charges that is set forth in 49 U.S.C. 14705:

Sec. 14705. Limitation on actions by and against carriers

(a) IN GENERAL- A carrier providing transportation or service subject to jurisdiction under chapter 135 must begin a civil action to recover charges for transportation or service provided by the carrier within 18 months after the claim accrues. [The claim accrues on delivery or tender of delivery by the carrier.]

These statutory provisions do not prevent a carrier from sending a freight bill (or a balance due bill) at any time after the service, but they do provide a statutory defense if the carrier attempts collection beyond the time limits.

## RECENT COURT CASE

### CARRIER FAILS TO INCORPORATE TERMS ON BILL OF LADING

In a recent unpublished decision from the U.S. District Court in New Jersey, on a motion for summary judgment the court found that the carrier's failure to prove that it had provided the shipper with its terms and conditions precluded it from asserting its time limits for claim filing.

This case involved a household goods move wherein a grandfather clock was damaged, but the shipper waited over five years after delivery to seek recovery of \$1,525.00 alleged damages. Defendant carrier sought summary judgment to dismiss on the basis, amongst other things, that the shipper failed to file a timely claim, which was a prerequisite to bringing the suit according to the carrier's "Terms and Conditions".

The household goods bill of lading that was used was a two-sided form, with the "Terms and Conditions" printed on the back side. Plaintiff alleged that he only received the front of the bill of lading, and therefore was never provided proper notice of the condition precedent to filing a claim. Thus, to succeed on their argument, the carrier must establish that the shipper received a Bill of Lading which provided him with adequate notice of the requirement to file a claim.

The court reviewed cases involving the Carmack Amendment, noting that Carmack generally preempts state law claims; that Carmack itself does not provide a statute of limitations but only provides minimum time periods; and that due to the drastic consequences (preclusion of having a claim considered on its merits) of failure to comply with carrier's Terms and Conditions, the carrier must provide adequate notice of those provisions.

As a result, according to the court:

Here, "[i]n determining the rights and obligations of the parties, the Court looks to the shipping agreement contained within the bill of lading." *Usinor Steel Corp.*, 308 F. Supp. 2d at 518. In that regard, although Defendants rely upon Plaintiff's alleged failure to adhere to the Terms and Conditions, a threshold issue exists as to whether Plaintiff was provided with adequate notice of those provisions, including the requirement to file a claim. Defendants contend that the Terms and Conditions were located on the reverse side of the Bill of Lading, but, in the declaration that Plaintiff submits, he denies having received a double-sided contractual agreement. Rather, according to Plaintiff, Defendants provided him with a "copy of the front side" of the Bill of Lading. Pl.'s Opp. Declaration, ¶ 12. In that connection, to the extent that Plaintiff only received a one-sided Bill of Lading which did not contain the Terms and Conditions, his alleged failure to file a claim within a nine-month period would not operate as bar to the instant action. See, e.g., *Norpin Mfg. Co.*, 68 F. Supp. 2d at 23 (holding that the "nine-month limitations period" was inapplicable, because the defendants failed to properly incorporate such a requirement in the bill of lading.). As such, Plaintiff's declaration raises a genuine dispute of material fact, as the parties' conflicting positions precludes the Court from finding that the Bill of Lading includes the nine-month claims requirement which Defendants seek to enforce. Indeed, a contrary holding would require improper fact-finding, and, thus, Defendants' Motion for summary judgment on this basis is denied.

Although the court found that the carrier's Terms and Conditions did not apply, the court did make note that the shipper's "claim may still be time-barred under "analogous state statutes of limitations," as he seeks to recover \$1,525.00 for the alleged damage which occurred to his grandfather clock, more than five years after his goods were delivered."

The moral of this story for carriers is compliance; the need to make sure all paperwork is in proper order.

*Kotick v. Atlas Van Lines, Inc.* 18-11916 (D.N.J. October 22, 2019) available online at <https://casetext.com/case/kotick-v-atlas-van-lines-inc>

## TARIFF WATCH

### UPS CLAIMS TARIFF

In its “2019 UPS Tariff/Terms and Conditions of Service – United States” (“Terms”) effective September 23, 2019 there was an item of some concern, specifically:

#### 55.3 Time Limit for Notice and Filing of Claims for Loss or Damage to Property

As a condition precedent to recovery, all claims for loss or damage to property must be noticed and filed in writing or electronically with UPS within the following time limits:

- For domestic Shipments (including shipments to and from Puerto Rico), UPS must receive notice of claims within sixty days after Delivery of the Package or, in case of failure to make Delivery, within sixty days after the date of scheduled Delivery. Claims must be filed within nine months after Delivery of the Package or, in case of failure to make Delivery, within nine months after the date of scheduled Delivery.
- Suits shall be instituted within two years after denial of any portion of the claim. Where UPS does not receive notice of claims, claims are not filed, or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

The highlighted language is problematic and appears to be in direct conflict with the time limits established under the Carmack Amendment, 49 USC 14706(e), which states:

#### (e) MINIMUM PERIOD FOR FILING CLAIMS.—

(1) IN GENERAL.—A carrier **may not** provide by rule, contract, or otherwise, a period of less than 9 months for filing a claim against it under this section and a period of less than 2 years for bringing a civil action against it under this section. The period for bringing a civil action is computed from the date the carrier gives a person written notice that the carrier has disallowed any part of the claim specified in the notice.

UPS defines what is required to be a “notice of claim” in 55.1, which requires that:

All notices of claims for loss of or damage to property transported or accepted for transportation **must include the date of shipment, the tracking number, and the nature of the loss or damage.** A request for proof of Delivery or damage inspection or the filing of a lawsuit do not constitute notification of a claim.

This “notice of claim” does not meet the requirements of being a formal claim. This section goes on to then describe what actually constitutes a formal filed claim along with UPS’ policy on the matter:

All claims for loss of or damage to property transported or accepted for transportation must: (1) be in writing (or an electronic communication) and must include reference to the Source Document or pickup record number and date of shipment or copies of other documents sufficient to identify the Shipment involved, and the declared value; (2) assert the liability of UPS for

alleged loss or damage; (3) make claim for payment of a specified or determinable amount of money; and (4) be accompanied by a copy of the original invoice or, if no invoice was issued, other proof, certified to in writing, as to the purchase price paid by the Consignee (where the property involved has been sold to the Consignee), actual cost or replacement cost of the property, or extent of the damage to the property.

No claims will be voluntarily paid unless UPS receives notice of the claims and they are filed in writing or transmitted electronically by or on behalf of the Shipper in accordance with these provisions.

A right or claim, of any kind, for loss or damage to property is conditioned upon full and strict compliance with this Section 55.1 and Sections 55.3 through 55.6. Full and strict compliance with this Section is required, even where it is believed that such compliance would not result in relief or would otherwise be futile.

By these provisions it appears that UPS is first requiring a shipper to give them notice of a possible claim by filing a “notice of claim” within 60 days, then followed by an actual formal claim filing within nine months.

While these UPS provisions are arguably illegal, shippers should be aware of them and not accept a UPS declination of claim based on these provisions.

Visit [https://www.ups.com/assets/resources/media/en\\_US/terms\\_service\\_us.pdf](https://www.ups.com/assets/resources/media/en_US/terms_service_us.pdf) to view the 2019 UPS Tariff/Terms and Conditions of Service – United States.

## TAB

### TRANSPORTATION ARBITRATION BOARD, INC. – GENERAL INFORMATION

#### BACKGROUND

On August 9, 1975 a new arbitration program for resolution of claims between claimants and carriers was inaugurated with the incorporation of the Transportation Arbitration Board (“TAB”) jointly sponsored by the National Freight Claim & Security Council (now known as the Transportation Loss Prevention & Security Association (“TLP & SA”)) of the American Trucking Associations, Inc. and Shippers National Freight Claim Council (now known as the Transportation & Logistics Council, Inc. (“TLC”)).

TAB is a completely autonomous non-profit corporation designed by its creators to swiftly, fairly, amicably and inexpensively settle controversial freight claims between shippers and receivers on one hand and freight carriers on the other.

#### STRUCTURE

TAB is governed by a board of directors with an equal number drawn from the ranks of carrier employees and from shipper-receiver rolls. One carrier and one shipper member of the Board of Directors are elected bi-annually as co-chairpersons. The Executive Directors of the sponsoring organizations (TLP & SA and TLC) shall be permanent Board members. An Administrator, appointed by the Board of Directors, conducts the affairs of TAB according to the Board’s policies and directives.

#### FEES

TAB was initially funded through interest-free loans from the two claim organizations. Minimal fees for each party, for each case arbitrated have been set to cover the operating expenses of the Corporation. The

current fee is \$150.00 for each party. A Modified Procedure option is available for claims under \$500.00. There is a fee of \$75.00 per party, per claim, for this option. The Board of Directors reviews the fees annually. The officers and directors of the corporation serve without compensation and the volunteer arbitrators receive only a token fee to cover incidental expenses.

#### **ARBITRATORS**

The arbitrators are drawn equally from shipper and carrier ranks. Each sponsoring organization provides names of proposed arbitrators to the Administrator who then makes recommendations to the Board for review and appointment. Active arbitrators are reviewed and appointed at the annual meetings of the Board.

Neither Co-Chairpersons, members of the Board of Directors, nor the Administrator may serve as an arbitrator. Arbitrators must be certified by the Certified Claims Professional Accreditation Council (CCPAC).

#### **ELIGIBILITY AND PROCEDURE**

The procedure is open to any party and is quite simple. Whenever a claimant and a carrier agree between themselves that their differences should be settled by a third unbiased and impartial party, they merely execute the legally binding TAB Arbitration Agreement. This agreement and the fee from each of the parties is mailed to the TAB Administrator. The Administrator acknowledges the receipt of the agreement and fees and assigns a case number.

The claimant then puts together their claim file, including all of the evidence to support their case. They then write a brief, setting forth the reasons why they feel their claim should be paid. The claimant then sends the brief and file to the carrier. The carrier examines the file and brief and attaches whatever documents they feel proves their case, writes a brief, and returns the file to the claimant.

The claimant then has a final opportunity to write a rebuttal brief allowing the carrier a copy of it. No additional evidence or documents may be added to the files after the original assembly by the claimant and carrier. The rebuttal brief of the claimant may only contain a reply to the issues raised by the carrier.

Upon receipt of the files, the Administrator examines the file to verify compliance with TAB procedures, and then selects a team of arbitrators to consider the case. One carrier arbitrator and one shipper arbitrator is selected. The photocopies of the file and briefs are sent to the arbitrators. The Administrator retains the original file. The two arbitrators examine the file and confer with each other to determine and agree upon a unanimous decision. The decision is written by one of them and the files are returned to the Administrator. The Administrator retains the working file copies and a copy of the decision and returns the original file to the claimant and sends a copy of the decision to each party. Compliance with the decision is required within 60 days.

The decision will have the same force as a court decision. In the event the team of arbitrators cannot reach a unanimous decision, they must return the working files to the Administrator, who will then select a second arbitrator team and follow the same procedure. The administrator will also notify the claimant and the carrier of the reassignment. If the second team is also unable to reach a unanimous decision the original file will be returned to the claimant and the Administrator will advise both parties that a decision cannot be reached by TAB and the only recourse left to them must be private compromise or litigation in a court of law.

#### **APPEAL PROCEDURE**

Either party may appeal a decision by TAB on the basis of error. The appellant notifies the Administrator and sends the fee (currently \$350.00). The Administrator will notify both parties by advising the appeal case number. The original arbitration file will become part of the appeal file that is completed by appellant and appellee using the same procedure for filing an original arbitration case.



When received, the Administrator sends the completed file copies to the Appeals Arbitration team. The decision of the original arbitrators may be upheld, overturned or modified by the Appeal Arbitrators whose decision will be published and sent to the parties.

The decision of the Appeal Arbitrators is final and will have the same force as a court decision.

#### **WITHDRAWAL FROM ARBITRATION**

A claim to be arbitrated may be withdrawn or settled by mutual agreement of the parties. If such an agreement is reached by the parties after the Administrator has assigned a case number and acknowledged receipt of the Arbitration Agreement and fees, the arbitration will be terminated, but the fees will not be refunded and the case number will not be assigned to another arbitration proceeding.

#### **NEW CONTACT INFORMATION:**

Transportation Arbitration Board, Inc.  
c/o Wally Dammann  
99 West 52<sup>nd</sup> Street  
Bayonne, NJ 07002

Wally Dammann email: [wallycd3@gmail.com](mailto:wallycd3@gmail.com)

## **CCPAC NEWS**

### **CCPAC PRESS RELEASE**

The Certified Professional Accreditation Claim Council (“CCPAC”) has announced that on-line registration for the 2020 CCP Exam Primer Class and CCP Exam in Orlando, FL is now open at <https://www.ccpac.com/2020-ccpprimer-ccp-exam/>. The CCP Exam Primer Class will be held on Sunday, April 26, 2020 and the CCP Exam will be given in Wednesday, April 29, 2020. Applicants must also complete the CCP Exam Application and Calculation or Points Form and submit to CCPAC as part of the process to attend the CCP Exam Primer Class and/or to sit for the CCP Exam. The Application forms can be found at <https://www.ccpac.com/certification/become-certified/>. Applicants must complete not only the on-line registration but must also submit the CCP Exam Application and Calculation of Points forms and submit fees for either or both on-line via a major credit card or check by mail and be preapproved by CCPAC to attend the Class or the Exam.

Established in 1981, Certified Claims Professional Accreditation Council (CCPAC) is a nonprofit organization comprised of transportation professionals with manufacturers, shippers, freight forwarders, brokers, logistics, insurance, law firms and transportation carriers including air, ocean, truck and rail. CCPAC seeks to raise the professional standards of individuals who specialize in the administration and negotiation of cargo claims.

Specifically, CCPAC gives recognition to those who have acquired the necessary degree of experience, education, expertise and have successfully passed the CCP Certification Exam covering domestic and international cargo liability and to warrant acknowledgment of their professional stature.

For more information about CCPAC visit [www.ccpac.com](http://www.ccpac.com) for general information and membership in CCPAC or:

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FaceBook: [www.facebook.com/certifiedclaimsprofessional](https://www.facebook.com/certifiedclaimsprofessional)  
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LinkedIn Group: [www.linkedin.com/groups/4883719/](https://www.linkedin.com/groups/4883719/)  
Twitter: [twitter.com/ccpac\\_1](https://twitter.com/ccpac_1)  
Website [www.ccpac.com](http://www.ccpac.com)

<b>CLASSIFICATION</b>
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**FUTURE COMMODITY CLASSIFICATION STANDARDS BOARD (“CCSB”) DOCKETS**

	<b>Docket 2020-1</b>	<b>Docket 2020-2</b>
Docket Closing Date	November 27, 2019	April 2, 2020
Docket Issue Date	January 9, 2020	April 30, 2020
Deadline for Written Submissions and to Become a Party of Record	January 31, 2020	May 21, 2020
CCSB Meeting Date	February 11, 2020	June 2, 2020

Dates are as currently scheduled and subject to change. For up-to-date information, go to <http://www.nmfta.org>.

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## 2020 TLC 46<sup>th</sup> ANNUAL CONFERENCE REGISTRATION FORM

A separate **REGISTRATION FORM** is required for each person registering

CONFERENCE REGISTRATION FEE:	<i>Early Bird Special</i> On or Before Dec. 20, 2019	After December 20, 2019
<input type="checkbox"/> TLC MEMBER	\$745.00	\$845.00
<input type="checkbox"/> NON – MEMBER	\$895.00	\$995.00
<input type="checkbox"/> NON – MEMBER PLUS 1 YEAR TLC MEMBERSHIP INCLUDED <small>*(NEW CO.'S ONLY – SEE WEBSITE DETAILS)</small>	\$945.00	\$1045.00
SPOUSES/GUESTS (select one)	<input type="checkbox"/> \$350 ALL MEALS (Incl. Pres. Dinner) <input type="checkbox"/> \$100 PRESIDENTS DINNER	
<ul style="list-style-type: none"><li>• Multiple registrants from the same company <b>deduct \$50</b> each after the first registration at full price</li><li>• Conference fees include Pre-Meeting Breakfast, Mid-Day Breaks, Luncheons and President's Dinner</li></ul>		

OPTIONAL SEMINARS – SUNDAY APRIL 26, 2020 ( <u>NOT</u> included in Annual Conference Registration Fee above)		
	MEMBER	NON-MEMBER
FREIGHT CLAIMS IN PLAIN ENGLISH Includes "Freight Claims in Plain English 4th Ed." (Soft Cover)	<input type="checkbox"/> \$550	<input type="checkbox"/> \$625
CONTRACTING FOR TRANSPORTATION & LOGISTICS SERVICES Includes "Seminar Manual"	<input type="checkbox"/> \$520	<input type="checkbox"/> \$595
TRANSPORTATION, LOGISTICS AND THE LAW Includes "Seminar Manual"	<input type="checkbox"/> \$520	<input type="checkbox"/> \$595
• All Seminar fees include Pre-Meeting Breakfast, Mid-Day Breaks, and Luncheon		

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# The Transportation & Logistics Council, Inc.

Phone: (631) 549-8984

120 Main Street, Huntington, NY 11743

Fax: (631) 549-8962

E-Mail: [diane@transportlaw.com](mailto:diane@transportlaw.com)

## APPLICATION FOR ANNUAL MEMBERSHIP

Membership in the Council is open to anyone having a role in transportation, distribution or logistics. Membership categories include:

- **Regular Member** (shippers, brokers, third party logistics and their representatives);
- **Multiple Subscriber** (non-voting additional representatives of a **Regular Member** firm); and
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All members receive:

- An email subscription to **TRANSDIGEST** (TLC's monthly newsletter). NOTE: To receive the printed version of the **TRANSDIGEST** by First Class Mail a fee of \$50, in addition to applicable membership fee, will apply.\*
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- A complimentary copy of "Shipping & Receiving in Plain English, A Best Practices Guide"
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