TRANSDIGEST

Transportation & Logistics Council, Inc.

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VOLUME XXV, ISSUE NO. 269, JULY 2020

T&LC's 47th Annual Conference

- **Going Forward – Executive Director's Report**
- **Article: Regulatory Compliance?**
- **FMCSA – Safety Practices of Small Delivery Vans and Trucks**
- **Commercial Driver Safety Report**
- **Transporting Hemp Products**
- **Measuring CO2 Emissions**
- **Parcel Carrier Liability Limitations**
- **More Q & As**

Published by the TRANSPORTATION & LOGISTICS COUNCIL, INC.

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Table of Contents

EXECUTIVE DIRECTOR'S REPORT

EXECUTIVE DIRECTOR'S REPORT 7/17/20

Dear Members:

Although the Coronavirus is still infecting people at an alarming rate in many parts of the country, at least here in New York things have started to return almost to "normal" (with face masks of course). I am glad to report that that the Council's office is open again, our wonderful staff is back, and we are looking forward to recovering from the setback of having to cancel the 2020 Annual Conference and spring seminar program.

Seminars: Brent Primus has graciously offered to coordinate webinar presentations on a number of topics of interest and for our first webinar, Marianne Rowden, President & CEO of the American Association of Exporters and Importers, will be presenting a free one-hour session on the "trade wars" and the impact of COVID-19 on international trade.

Our Fall Seminars, Freight Claims in Plain English, Contracting for Transportation & Logistics Services, and Transportation, Logistics and the Law will also be done as webinars, probably three two-hour sessions, and for which there will be a registration fee.

How long the COVID-19 situation will last is unknown, but we are very hopeful that our 2021 Annual Conference in San Diego next April will be possible.

Lastly, even when the virus threat is behind us, many believe that we are entering a "brave new world" of communication and gathering together with our friends and colleagues. We welcome your thoughts and suggestions as to how the Council will be best able to continue its forty-six year mission of "Education for Transportation Professionals".

ASSOCIATION NEWS

SAVE THE DATE – T&LC'S 47TH ANNUAL CONFERENCE

The Transportation & Logistics Council, Inc. has scheduled its 47th Annual Conference to be held April 19-21, 2021 at the at the Catamaran Resort Hotel & Spa, located at 3999 Mission Blvd, San Diego, CA 92109.

Pre-conference Seminars will be offered the Sunday before the conference on April 18, 2021.

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INTERNATIONAL

FORWARDING AND LOGISTICS STARTUPS MUST BE MINDFUL OF U.S. LICENSING, REGISTRATION AND COMPLIANCE REQUIREMENTS

From Association of Transportation Law Professionals ("ATLP") Highlights, July 3, 2020

by: Jameson Rice, Mike Cavanaugh, and Gerald Morrissey of Holland & Knight, LLP

Recent reports indicate that a number of new entities are organizing and raising capital to respond to opportunities arising from the COVID-19 crisis and related developments. Recently, Beacon, a United Kingdom-based forwarding startup that "aims to act as the booking agents between importers and exporters while facilitating trade logistics and finance" according to its website, has signed on a $15 million investment from Jeff Bezos. Beacon investors already include top executives from Uber, Google and other companies in the surrounding supply chain, transport and logistics space.

There are also a significant number of other new and well-capitalized players in the forwarding and third-party logistics ("3PL") business, offering innovative services to match suppliers and buyers, and to move goods in global commerce more quickly and easily, with more pricing options for traders at all levels. Many of these services offer to move almost anything, from personal items to trade goods, from one place to another globally at very competitive prices, with simple transaction structures and simple on-line booking.

When such businesses offer to move goods in U.S. import or export trade, especially by ocean container transportation, including less than container load ("LCL") packages, they are quite likely to be subject to license, registration, bonding, tariff publication and other regulatory compliance requirements under U.S. law and federal regulations. Comparing the service offerings of a number of these companies with the list of licensees and registrants on the Federal maritime Commission ("FMC") list, it seems likely that some of these new players may not be aware of applicable regulatory requirements – or perhaps interpret them differently than the government does. Some may be operating unlawfully.

As for motor carrier transportation, several companies are attempting to take the load board concept of connecting shippers with trucking capacity and improve upon it with sophisticated technology to better match loads and provide additional services, which will be collectively be referred to as "Advanced Freight Matching." Although the Federal Motor Carrier Safety Administration ("FMCSA") has not issued any formal guidance as to whether or not such operations are regulated, depending on the services offered, such operations may be considered freight brokerage, which requires registration with the FMCSA, and is subject to federal regulation. Some of these Advanced Freight Matching services are registered as brokers, while others are not.

FMC Regulation of Ocean Transport Intermediaries

The FMC regulates ocean freight forwarders and non-vessel operating common carriers ("NVOCCs"), collectively referred to as "Ocean Transport Intermediaries" ("OTIs"), which are the two categories into which many of these new logistics service entrants fall. Under the Shipping Act of 1984 and the FMC regulations at 46 CFR Sections 515-532, forwarders and NVOCCs handling outbound shipments from the U.S. to foreign destinations must have an FMC license, which can be obtained only if one of their officers is a "Qualifying Individual" approved by FMC as having adequate experience in the ocean logistics business. They must also have a bond, publish a freight tariff and may only enter contracts with shippers in certain forms that comply with FMC's rules. NVOCCs handling inbound cargo to the U.S. must register with FMC and publish a tariff as well as comply with bonding and contract format requirements, but do not need a license.

Operating as a forwarder or NVOCC without a license is a violation of the Shipping Act, and fines range up to $25,000 per violation for knowing and intentional actions. Because the fines can be assessed per bill of lading or shipment, and each day constitutes a new violation for continuing unlawful activity, the stakes can be high. FMC collects a number of large fines and settlements from improper forwarding and NVOCC operations annually.

Additionally, and significant for any startup business, it is unlawful for licensed forwarders and NVOCCs, as well as vessel operators, to accept bookings from unlicensed forwarders and NVOCCs.

What Is "Forwarding"?

The FMC defines "Freight Forwarding" as the dispatching of shipments on behalf of others in order to facilitate shipment by a common carrier, which may include but are not limited to, the following activities:

1. Ordering cargo to port
2. Preparing and/or processing export documents, including the required "electronic export information"
3. Booking, arranging for or confirming cargo space
4. Preparing or processing delivery orders or dock receipts
5. Preparing and/or processing common carrier bills of lading or other shipping documents
6. Preparing or processing consular documents or arranging for their certification
7. Arranging for warehouse storage
8. Arranging for cargo insurance
9. Assisting with clearing shipments in accordance with U.S. government export regulations
10. Preparing and/or sending advance notifications of shipments or other documents to banks, shippers or consignees, as required
11. Handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of shipments
12. Coordinating the movement of shipments from origin to vessel
13. Giving expert advice to exporters concerning letters of credit, other documents, licenses or inspections, or on problems germane to the cargoes' dispatch

Companies may do some or all of these tasks for their own shipments of goods without needing a license. Also occasionally providing one or more of these services for a third party as part of an import or export transaction may not trigger characterization as a forwarder requiring a license. However, offering to provide these services on a regular basis for exporters and shippers, especially making bookings with carriers, handling documentation, collecting payments and paying the carrier or subcontractors, and keeping a fee for such services, is highly likely to constitute "Forwarding" in the FMC's view.

What Is an NVOCC?

FMC regulations define NVOCC services as the provision of transportation by water of cargo between the United States and a foreign country for compensation without operating the vessels by which the transportation is provided, and may include, but are not limited to, the following:

1. Purchasing transportation services from a vessel operating common carrier and offering such services for resale to other persons
2. Payment of port-to-port or multimodal transportation charges
3. Entering into affreightment agreements with underlying shippers
4. Issuing bills of lading or other shipping documents
5. Assisting with clearing shipments in accordance with U.S. government regulations
6. Arranging for inland transportation and paying for inland freight charges on through transportation movements
7. Paying lawful compensation to ocean freight forwarders
8. Coordinating the movement of shipments between origin or destination and vessel
9. Leasing containers
10. Entering into arrangements with origin or destination agents
11. Collecting freight monies from shippers and paying common carriers as a shipper on NVOCC's own behalf

The hallmark of an NVOCC operation is that an entity that does not operate a vessel purchases space aboard a liner vessel offering regular sailings in a trade lane (e.g., from Asia to the U.S. West Coast) and resells such space to a shipper, contracting and charging a marked-up price to move the goods from the named origin to a named destination. The NVOCC does not act as the agent for the shipper or vessel operator, booking the goods aboard a vessel on the shipper's behalf. Instead, the NVOCC is the carrier, undertaking to provide the transportation to the shipper for a price and hiring the vessel operator, marine terminals and inland transport service providers (railroads and truckers) as its subcontractors.

As with forwarding, the issue of what constitutes an NVOCC is somewhat subjective. Just doing one or two of the items on the list may not trigger NVOCC status; for example, just leasing containers without providing more services would not make a company an NVOCC. However, most any arrangement in which an OTI contractually obligates itself to provide ocean transportation to the shipper, rather than just acting as an agent to book the shipper's goods aboard the vessel, with the vessel operator issuing a bill of lading or sea waybill directly to the shipper, would constitute NVOCC service.

What is Not Considered Forwarding or NVOCC Service?

Companies that act as agents for forwarders and NVOCCs, steering them business or originating transactions in exchange for a fee paid by the (hopefully licensed or registered) forwarder or NVOCC, may not be engaged in forwarding or NVOCC activity. FMC has long held that parties acting as freight agents, earning a "finder's fee" from the carrier or forwarder for bringing them customers, are not subject to Shipping Act regulation. A number of logistics businesses advertising on the internet fall into this category. For example, they may assist the prospective shipper in selecting the best pricing option from a group of forwarders available to handle certain business. Other players in this space operate booking portals and similar arrangements without actually providing forwarding or NVOCC services themselves. But there can be a very fine line between acting as a finder or agent for a licensee and acting as an NVOCC.

Shippers associations are also not forwarders or NVOCCs, although they are also regulated by the FMC. Associations act as joint purchasers of transportation and logistics services, using their collective volume to negotiate favorable rates.

Customs brokers are also not forwarders. They represent the shipper and/or carrier in preparing documents and moving goods through customs at destination. There is a separate U.S. Customs and Border Protection license required for this activity. See 19 CFR § 111.

However, a number of business operating on line are clearly offering forwarding or NVOCC services but do not show up in the FMC's official list of licensed and registered ocean transportation intermediaries (https://www2.fmc.gov/oti/).

FMC's Enforcement Role

FMC proactively monitors the marketplace, especially advertising and websites, looking for unlicensed forwarders and NVOCCs. The agency's general approach is usually to contact a suspected unlicensed intermediary, investigate whether it actually engages in forwarding or NVOCC service and, if so, induce them to stop or, preferably, obtain a license or registration and enter into compliance. This is a common occurrence when a new startup entity is somewhat close to the line with its activities or is simply unaware what the requirements are. However, FMC can and does prosecute wrongdoers, especially if it determines the personnel with the unlicensed intermediary have been in the business awhile and should have been aware of the licensing requirements.

FMC regulations covering forwarders impose a number of administrative duties. The forwarder must display its FMC license number on its letterhead, invoices and shipping documents, may not collect forwarding fees on certain cargo movements and must make a specific certification on invoices as to its status as a forwarder. An NVOCC must also include its license number on letterhead, invoices and shipping documents, and may not "co-load" into vessel operator space under contract by a different NVOCC without certain tariff provisions and limitations.

OTIs also have to maintain records (which may be electronic) for their tariffs and transactions for five years. FMC occasionally audits OTIs to assure compliance with this requirement.

FMC also regulates contracts between NVOCCs and their shippers. An NVOCC can simply charge its tariff rates and follow its tariff rules on shipments without a contract (other than typically a house bill of lading). An NVOCC can also enter a "NVOCC Service Arrangement" ("NSA") that does not need to be filed with FMC and can be easily amended without filing, but which contain a minimum volume requirement by the shipper and a minimum service requirement by the NVOCC. NVOCCs can also enter a "Negotiated Rate Agreement: ("NRA") with shippers if the NVOCC's tariff provides for such contracts. NRAs do not need a minimum volume provision and usually cover rates for carriage of a specific amount of cargo for a stated time, but they cannot be amended.

Other Ocean Requirements

In addition to FMC licensing requirements, OTIs need to be aware of and comply with a small group of U.S. statutes that regulate their activity. In particular, the Carriage of Goods by Sea Act ("COGSA") and the Carmack Amendment may prohibit an NVOCC from limiting its liability to the shipper below $500 per customary freight unit, and may require that the shipper be offered an opportunity to declare higher value and purchase cargo insurance in order to avoid a carrier liability limit.

FMCSA Requirements

The FMCSA regulates motor carriers, freight forwarders and brokers. Under federal regulation, a "broker means a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier. ..." (Note that "broker" has a slightly different definition under federal statute, but this is likely a distinction without a difference for this purpose). Compare 49 USC § 13102(2) with 49 CFR § 371.2(a).

The regulations further state that: “Brokerage or brokerage service is the arranging of transportation or the physical movement of a motor vehicle or of property. It can be performed on behalf of a motor carrier, consignor, or consignee.” 49 CFR § 371.2(c). “Non-brokerage service is all other service performed by a broker on behalf of a motor carrier, consignor, or consignee.” 49 CFR § 371.2(d). Brokers must be registered with the FMCSA and meet minimum requirements for financial security and insurance, among other requirements. 49 USC § 13901(a); 49 USC § 14916.

The crux of the definition of brokerage is arranging transportation. But “arrange” is not defined in the statutes or regulations. Traditional brokers often take a hands-on role in the transportation, often assisting with the bill of lading and other paperwork, dispatching transportation, facilitating freight claims and otherwise helping to facilitate the movement of goods. However, not all brokers are quite as hands on, and the statutes and regulations do not make clear whether it is only this more hands-on role that is meant by “arranging” transportation, or if any connection of a shipper with a carrier for compensation would constitute “arranging” transportation.

This distinction is important because Advanced Freight Matching offerings generally match shippers with trucking capacity and sometimes offer ancillary services as well. While offerings differ, typically the broker-like services that they offer are less hands-on and merely connect shippers with carriers, and it is up to the carrier and shipper to work out the details for the movement of goods. The product could be seen as akin to a ride-sharing app or Airbnb. It should be noted that Uber Freight is registered with the FMCSA as a broker.

Load boards have existed for years. Dial-a-Truck (now DAT) started in 1978 as a means of connecting shippers with trucking capacity. The service primarily consists of posting available loads for carriers to select, sometimes with a rate and other times for the rate to be negotiated. In many ways, this is a useful analogy for Advanced Freight Matching. Several of the largest load boards are not registered as brokers with the FMCSA. However, this does not resolve the issue for a few reasons. First, in all the years of load board existence, the FMCSA has not issued any formal guidance on whether a load board is considered a broker. While there do not appear to have been any enforcement actions against the major load boards for operating an unregistered brokerage, it is possible that the FMCSA could determine that load board services require registration as a broker. Second, many Advanced Freight Matching services offer ancillary services to their products. Any of these additional services might qualify the service as brokerage.

The financial model of an Advanced Freight Matching service may also be relevant as a means of determining whether or not the service is brokerage. Traditional brokers charge the shipper a fee for the transportation, then have a separately negotiated price with the carrier and keep the difference as the broker’s profit. Traditional load boards, on the other hand, typically charge a flat monthly subscription charge that is not dependent on the cost of any transportation. While the financial model of an Advanced Freight Matching service should not directly impact whether or not it is “arranging” transportation, whether the model is more similar to a traditional broker or more similar to a traditional load board might still impact which product is the closer analogy. Furthermore, while both models include payment, it is possible that the financial model would affect whether or not an entity is determined to be arranging the transportation “for compensation” on the theory that a subscription fee is for access to a platform, rather than compensation for arranging the transportation itself.

Registering with the FMCSA is not onerous. While there is some cost and ongoing compliance obligations, these too would not provide a substantial obstacle for many companies. Yet registering as a broker for non-brokerage service may come with its own potential risks, such as potentially adding to litigation risk for motor vehicle accidents. To this end, brokers and Advanced Freight Matching operators alike should consider the benefits and consequences of vetting carriers and other users of its services.

Conclusion

The prospect of new and technologically sophisticated product offerings in the transportation and logistics space is exciting to many in the industry, and the venture capital raised for such startups reflects the potential value of these offerings. It should be remembered, however, that this new technology must comply with the existing regulatory framework and that compliance should be carefully assessed to avoid violation.

https://www.atlp.org/index.php?option=com_dailyplanetblog&view=entry&year=2020&month=07&day=02&id=63:forwarding-and-logistics-startups-must-be-mindful-of-u-s-licensing-registration-and-compliance-requirements.

MOTOR

FMCSA QUESTIONS SAFETY PRACTICES FOR SMALL DELIVERY TRUCKS, VANS

With the tremendous upsurge in online shopping and the resulting increase in home deliveries, the Federal Motor Carrier Safety Administration ("FMCSA") has determined that it needs to look further into the safety operations of small commercial trucks and vans making the deliveries.

At a July 13, 2020 meeting of the FMCSA Motor Carrier Safety Advisory Committee ("MCSAC") there was a presentation on "Crash Involvements of Small Trucks and Their Safety Impact". In particular, the regulators are seeking information on the safety operations of small commercial trucks and vans making deliveries for online retailers and grocery stores.

From the meeting "Task Statement" section on background:

> In recent years, the package and small goods delivery sector has changed. Numerous companies now use small vehicles (*e.g.,* vehicles with a gross vehicle weight rating less than 10,000 pounds, etc.) to deliver goods. At the same time their use has expanded, there seems to be a gap in safety oversight of both drivers and vehicles. The impact of these changes on commercial motor vehicle (CMV) safety is unclear. As the industry changes, more carriers are going to these <10,000 lbs. vehicles for the last mile of delivery. Presently, these vehicles and their drivers are unregulated.

The issue is that at present, the FMCSA has no regulatory authority to oversee commercial vehicles that weigh from 6,001 to 10,000 pounds, the category of vehicles being used for these types of deliveries, and therefore they do not have the data upon which to base any decisions.

The MCSAC was tasked to look at the:

> potential safety impacts of these unregulated drivers and vehicles. Additionally, we ask the MCSAC to enumerate and elaborate on any resulting benefits or negative consequences that may arise from their use in interstate commerce. We ask the MCSAC to look at the vehicles in concert with the already regulated 10,000 – 14,000 lbs. vehicles to see what their safety impacts are and how prevalent is their use in interstate commerce for these types of deliveries. Of interest is whether the use of these smaller vehicles has resulted in an uptick of crashes.

As a result of the lack of data, federal regulators were skeptical that there were only five reported small-truck fatal accidents from 2016 to 2018, according to the National Highway Traffic Safety Administration's ("NHTSA") Fatality Analysis Reporting System ("FARS"). Nearly all of the trucks in the 6,001- to 10,000-pound weight class during those same years had no regulatory issuing authority, the MCSAC was told.

The MCSAC agreed to pursue a number of "action items" before its next meeting, including:

- A new fatality data run of the 6,001- to 10,000-pound trucks in the FARS, regardless of how they are coded.
- Obtaining injury and property damage information for small vehicles from NHTSA's Crash Report Sampling System — which builds on NHTSA's General Estimates System.
- Identifying and surveying the nine states that have the data set to dig deeper into the category.
- Identifying nine companies to figure out their best practices for recruiting drivers and safety oversight (for example, Amazon.com Inc.).
- Reaching out to the Occupational Safety and Health Administration, the National Institute for Occupational Safety and Health, the National Safety Council, Transportation Safety Board and the American Association of State Highway Transportation Officials to get better data on workplace injuries/crashes as they relate to workers and drivers of smaller vehicles.
- Reaching out to the new entrant program to find out who signed up for the interstate Department of Transportation number and came back at 10,000 pounds or less.

Visit https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/2020-07/MCSAC%20Task%2020-1%20Small%20Trucks%20and%20Their%20Safety%20Impact%207-13-2020%20FINAL.pdf to view the Task Statement and visit https://www.fmcsa.dot.gov/advisory-committees/mcsac/fmcsa-crash-involvements-small-trucks-and-their-safety-impact to view the presentation.

COMMERCIAL DRIVER SAFETY RISK FACTORS

On June 1, 2020 the Federal Motor Carrier Safety Administration ("FMCSA") published its study on "Commercial Driver Safety Risk Factors". The 231 page study is available to review online or download at https://rosap.ntl.bts.gov/view/dot/49620#. From the document abstract:

> The objective of this study was to prospectively examine a wide array of driver personal and situational factors to determine the prevalence of these factors as well as their relationship to being involved in a crash. This study involved the collection of driver medical, demographic, and other personal factors to examine the relationship between these factors with various safety outcomes. Interested drivers completed initial study materials during a driver orientation session with the participating carrier at one of eight different recruitment sites across the United States. Safety outcomes included crash data from the participating carrier and crashes and moving violation convictions from national datasets. Depending on the analysis, exposure included the driver's tenure at the participating carrier during the study or the amount of time under observation during the study. Data from over 21,000 drivers were collected, and 20,753 of these drivers were included in the analyses. Many of the prevalence rates for several of the medical conditions were similar to or above the U.S. averages. In general, those receiving treatment for a medical condition were no riskier in terms of safety outcomes than drivers without the medial condition and, in several cases, were less risky than those who did not have the medical condition. When there was an increase in risk in one or more of the safety outcomes, it was usually associated with the driver not receiving treatment or the driver not being clinically diagnosed with the medical condition (and thus not receiving treatment).

HEMP LEGALIZATION AND CMV DRIVERS

On July 13, 2020 the U.S. Department of Transportation ("DOT") "Office of Drug and Alcohol Policy and Compliance" ("ODAPC") made a presentation at the Motor Carrier Safety Advisory Committee

("MCSAC") of the Federal Motor Carrier Safety Administration ("FMCSA") on the *Impact of Hemp Legalization on Safety Oversight of CMV Drivers.*

The ODAPC presentation provided a reminder to any and everyone involved in safety-sensitive operations, such as commercial motor vehicle ("CMV") drivers, that despite changes in state laws regarding use of marijuana and the recent federal change removing hemp from the Controlled Substances Act, a positive test for THC (delta-9 tetrahydrocannabinol - the psychoactive component of marijuana) remains a positive test for marijuana.

Note that in addition to CMV drivers under the jurisdiction of FMCSA, the ODAPC, as author and guardian of 49 CFR Part 40 ("PROCEDURES FOR TRANSPORTATION WORKPLACE DRUG AND ALCOHOL TESTING PROGRAMS") has oversight and provides a One-DOT approach to regulatory, policy and compliance matters for the:

- Federal Aviation Administration (FAA)
- Federal Railroad Administration (FRA)
- Federal Transit Administration (FTA)
- Pipeline and Hazardous Materials Safety Administration (PHMSA), as well as for the
- US Coast Guard (USCG)

The DOT drug-and-alcohol testing regulation does not authorize the use of any Schedule 1 drugs, including marijuana, for any reason — and CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. This means that from the federal agency standpoint, it doesn't matter whether the marijuana positive test results were from the use of state legal medical marijuana or CBD oil. If a CMV driver, or any other safety sensitive worker subject to federal jurisdiction, tests positive for marijuana, which can be detectable in a drug test for up to 30 days, there is no excuse and their livelihood is at risk.

For CMV drivers, if they test positive for marijuana, the result will likely be serious. The medical review officer will notify the employer, and the driver's name will be put on the FMCSA Drug and Alcohol Clearinghouse, where it will remain on a driver's record for five years.

The driver will have to go through a substance abuse professional program, pass a directly observed return-to-duty drug test and submit to six directly observed follow up tests over 12 months. In addition, the employee may have to pay for some or all of the program out of pocket.

Visit https://www.fmcsa.dot.gov/advisory-committees/mcsac/odapc-impact-hemp-legalization-safety-oversight-cmv-drivers to view the ODAPC presentation.

ATA ANNUAL "AMERICAN TRUCKING TRENDS 2020"

On July 13, 2020 the American Trucking Associations ("ATA") released its annual data compendium *ATA American Trucking Trends*. According to the press release:

Among the other findings in Trends:

- In 2019, trucking's revenues accounted for 80.4% of the nation's freight bill;
- Trucks moved 67.7% of surface freight between the U.S. and Canada and 83.1% of cross-border trade with Mexico, for a total of $772 billion worth of goods;
- There are 7.95 million people employed in trucking-related jobs, up 140,000 from the previous year. This includes 3.6 million professional drivers;
- Women make up 6.7% of the industry's drivers and minorities account for 41.5% of truckers.

- Most carriers are small companies – 91.3% of fleets operate six or fewer trucks and 97.4% operate 20 or fewer.

Visit https://www.trucking.org/news-insights/trucking-moved-1184-billion-tons-freight-2019 to view the press release and details on how to purchase the report.

HOW TO AVOID "DECISION PARALYSIS" AND ENSURE LONG-TERM BUSINESS SURVIVAL

by Tony Nuzio, ICC Logistics

Several years ago, a survey by the Receivables Exchange identified significant concerns for small and midsized businesses, identified as companies with annual revenues between $2 Million and $200 Million. The study involved business challenges, including working capital and cash flow issues.

Among the highlights of the study were the following cash flow challenges for C-Level management at the companies surveyed.

- Securing reliable working capital in sufficient quantities was the number one challenge, (no surprise here)
- Most respondents wish they had a more significant cash cushion to fall back on
- Restricted capital standing in the way of business growth
- Restricted cash flow had a devastating ripple effect on the company's Supply Chain

These challenges are going to be even more of a concern as we move into the second half of this year as well as into early 2021, primarily due to the uncertainty of Covid-19 and what that will mean for these small and mid-sized businesses. One thing is for sure; lack of a clear plan on how to improve cash flow and protect a company's supply chain will ultimately cause the demise of many of these small and mid-sized businesses.

The uncertainty of what lies ahead mirrors the "Great Recession" era dating back to 2009. At that time many business executives suffered from what we called "Decision Paralysis," which is the failure of corporate management to make bold decisions by moving away from the status quo and challenge their company's current operations.

Oftentimes, corporate executives feel that ***"if it ain't broke don't fix it."*** Well that may be true most of the time, but it's certainly not true now and won't be for the foreseeable future. You see the challenges posed by the uncertainty of Covid-19 need to be addressed on an almost daily basis. One thing is for sure ***"He who hesitates will be lost!"***

A key area of business analysis that must be dealt with in these uncertain times is constant business measurement. The need to Measure, Measure, and do more measurements cannot be understated. Measuring needs to be done in conjunction with continually looking at Reducing Expenses wherever and whenever possible. And doing it without eliminating the company's ability to provide the goods and services it needs to survive.

Here are a few suggestions for each of these core areas:

- Make sure all budget items are within the range as set out in the corporate budget; continually assess those budgets; are they realistic?
- Immediately make necessary adjustments wherever and whenever possible
- Ensure that there are competent audit functions in place for all areas of the business, especially the supply chain and logistics areas
- Utilize outsourced audit firms to back up and support in-house audit functions
- Continually benchmark all logistics and supply chain costs and services; again, utilize outsourced logistics experts to support this vital function

- Constantly track and monitor the ongoing changes to freight carrier pricing agreements, including new surcharges that are constantly applied to freight shipments; evaluate your options to either re-negotiate carrier pricing agreements for relief, or change service providers if necessary
- Remember, everything is negotiable if you know what you need and how to get it. And, if you don't, reach out to the experts who can guide you on a path to success.

It's time for business executives who struggle with decision paralysis to take a step outside the box and leave their egos at the door. Take the initiatives that need to be taken in the best interest of the company to ensure its long term survival.

UPDATE ON CALIFORNIA INDEPENDENT CONTRACTOR SITUATION

California is at the forefront of the battle over whether a person is an independent contractor or an employee. With the passage of Assembly Bill 5 ("AB5") at the end of 2018 that legislated a three part test to determine independent contractor status, thousands lost their incomes. The situation has only been exacerbated by the ongoing pandemic.

On July 13, 2020 the California Labor Commissioner's office filed its first misclassification suit against Mobile Wash Inc., based in Bellflower. Mobile Wash uses a phone app to offer car washing and detailing services to customers throughout Southern California and a few locations in Northern California.

According to the complaint, the company requires its workers to use their own cars and buy their own uniforms, insurance, cleaning equipment, supplies and gas. Mobile Wash does not reimburse the workers for these business expenses or travel time in violation of the requirement to pay for all hours worked at no less than the minimum wage. It also unlawfully charges workers a $2 "transaction fee" for every tip left on a credit card, according to the suit.

An analysis by the Labor Commissioner's Office found that a Mobile Wash employee working for 10 hours per day, six days a week is entitled to $1,521 per week for unpaid wages including minimum wage and overtime violation, liquidated damages, rest period violations, reimbursements of business expenses and recovery of stolen tips, and other violations including but not limited to failure to provide paid sick leave. Mobile Wash had over 100 car washers at any given time.

The lawsuit, filed in Los Angeles Superior Court, asks the court to order Mobile Wash to stop misclassifying its employees and to halt its operations using employee labor until it meets California's car wash registration and bond requirements, as it has never been licensed with the Labor Commissioner's Office.

The suit also seeks the recovery of unpaid wages, penalties and interest on behalf of workers going back to April of 2017 as well as civil penalties and any costs and reasonable attorneys' fees incurred by the Labor Commissioner's Office.

On the other side, one might ask the question of who benefits from what the Labor Commission seeks?

Those in favor of the gig economy could respond, not the customers, who will lose access to a convenient and affordable service. Not workers, who will lose the opportunity to pick up extra cash by working when and where they choose. Not investors, who will decline to provide the start-up funds for innovative companies that are certain to be hounded into bankruptcy by bureaucrats enforcing California's senseless law against freelance work.

While California is at the forefront of this dispute, legislation similar to AB5 has been proposed in other jurisdiction.

Visit https://www.dir.ca.gov/DIRNews/2020/2020-61.html to view the press release regarding the filing of the Labor Commissioner's suit and to view the Labor Commissioner's complaint, visit https://www.bloomberglaw.com/public/desktop/document/ManuallyCollectedComplaint/50?1595611501.

OCEAN

ANOTHER GRI

Ocean carriers announced another general rate increase ("GRI") at the beginning of July to be effective August 1, 2020, just as the previous GRI went into effect on July 1.

Effective August 1, 2020 the GRI will go into effect for all cargo imported from Asia ports of loading, to U.S.A., Canada, and Mexico ports/ramps of discharge.

The proposed increases are as follows:

General Rate Increase – August 1, 2020

USD 900 / 20′ container

USD 1,000 / 40′ container

USD 1,125 / 40′ HQ container

USD 1,125 / 40′ Reefer container

USD 1,266 / 45′ container

USD 1,600 / 53′ container

For those paying attention, these GRI's are becoming a regular monthly event and will obviously play havoc with importers' freight budgets.

COMPANY SEEKS TO QUANTIFY CO2 EMISSIONS

A French startup company has designed a technology to calculate the environmental footprint of ships' routes on the basis of their position history. Their ultimate goal is to enable shippers and forwarders to make freight transportation decisions that align with internal carbon footprint reduction aims for their door-to-door shipments.

The Marseille based company, Searoutes, uses carriers' schedule and Automatic Identification System (AIS) data to estimate carbon dioxide (CO2) emissions, and also considers variables such as fuel consumption, engine load, real distances, and speed. According to Searoutes, its model adds additional data, such as weather at sea, currents, and wave levels. The model allows users to calculate carbon emissions on a historical and predictive basis.

Visit https://medium.com/@Searoutes/3-ways-to-calculate-co2-emissions-in-shipping-d76521e00241 for an article by Searoutes on methods of calculating CO2 emissions and visit https://discover.searoutes.com/ for the company website.

NOTE: the above is provided for informational purposes only and is not a recommendation or endorsement.

HUMOR

SIGNS:

Some are simply misleading or not truly representative of the facts

while others just never should be blindly followed.

Consider signs as guidance to be taken under consideration.

PARCEL EXPRESS

CARRIER LIABILITY LIMITATIONS SHIPPERS NEED TO KNOW

by Tony Nuzio, ICC Logistics Services, Inc.

It is very obvious that during this continuing period of Covid-19 work from home requirements, that many folks will continue to order more and more products on-line to then be delivered to their homes, rather than venture out to retail outlets. This has and will continue to stretch the delivery networks of UPS, FedEx, the US Postal Service, as well as many other Last Mile Delivery carriers.

Due to this tremendous increase in home deliveries, both UPS and FedEx have not only put a hold on their Guaranteed Service Refund programs, but have also placed a number of additional surcharges which essentially punish major shippers for significantly increasing the weekly average package volumes they ship. The net result is an increase in parcel shipping costs that can add significant dollars to a company's parcel shipping budgets.

Well, to add insult to injury, if that same parcel shipper assumes that if the parcel carrier they utilize for those home deliveries cannot provide a clear delivery receipt acknowledging the delivery to their customer that the carrier would be liable to pay the shipper for the value of that "lost" or "non-delivered" package. Well, that just may not be the case. As always, the devil is in the details.

Take for instance the provisions listed in the FedEx Ground Tariff under the section titled ***"Liabilities not assumed"***. This Tariff provision lists 40 separate exception provisions where FedEx claims they will not assume liability. For the purposes of this post, we are going to limit our analysis to just three of those exceptions which are certainly worth analyzing.

FedEx Ground will not be liable for, nor shall any adjustment, refund or credit of any kind be given as a result of, any loss, damage, delay, misdelivery, nondelivery, misinformation or failure to provide information caused by or resulting in whole or in part from:

- **Our Inability to provide a copy of the delivery record or a copy of the signature obtained at delivery.**

Isn't the real reason a shipper would require a signature at time of delivery to document the fact that the shipment was received, who signed for the delivery and the date and perhaps even the time of the actual delivery. One would think so, but FedEx seems to have a different opinion.

- **Your failure to ship goods in packaging approved by us prior to shipment where such approval is recommended or required.**

How would the shipper even know that their package needs to be approved by FedEx prior to shipment? What is the approval process and how long does it take to obtain packaging approval? It is obvious that with millions of parcel shippers utilizing FedEx Ground that not all of those shippers have had their packaging approved prior to shipments being tendered. It would appear that this is what we call one of those "GOTCHA" tariff provisions, shippers so often overlook.

- **FedEx Ground does not provide protective services for transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for loss of value or damage occasioned by exposure to heat or cold. The shipper agrees not to file damage claims for perishable items.**

Well, along with that tariff provision, the following provision appears in the FedEx Ground and Home Delivery Requirement Publication which states:

> **Shipments containing perishable articles must be packaged for a minimum transit time of at least 12 hours greater than our delivery commitment time for the shipment. Perishables coming from Hawaii to the continental U.S. must be packaged for additional transit time. Shipping perishable articles over a weekend or holiday is discouraged, and packaging such shipments for longer transit times is required. We recommend that you ship perishable items via FedEx First Overnight, FedEx Priority Overnight, FedEx First Overnight Freight or FedEx 1Day Freight,** (Note that FedEx is recommending the shipper utilize their highest cost options, no surprise there) **and have your proposed packaging evaluated by FedEx Packaging Design and Development. Information on how to submit your packaging for an evaluation is available at www.fedex.com/packaging. Your failure to use proper packaging releases us from any liability for spoiled perishables that we would otherwise assume (see the Liabilities Not Assumed section).**

While FedEx states they do not provide protective services for transportation of perishable commodities, how does a shipper reconcile that statement with the statement that requires a perishable goods shipper to package goods with sufficient temperature control materials to allow for an additional 12 hours transit time on top of FedEx's normal transit times? Apparently, if the shipper does in fact provide that additional sufficient packaging material, FedEx will still not honor any damage claims due to spoilage of the product.

We point out these three provisions which clearly are meant as a warning to shippers that they always need to read the fine print, because when they fail to do so that's when things go off the rails.

And let us be very clear here, we are not solely pointing out these provisions which are published by FedEx as similar liability exclusions apply for every freight carrier operating today. We will provide details of those carrier exceptions in future posts.

Remember, while carrier pricing is extremely important to every business, it is only one aspect of establishing long term business relationships with all freight carriers.

QUESTIONS & ANSWERS

by George Carl Pezold, Esq.

LIABILITY – TRANSLOADING INTERNATIONAL SHIPMENT FROM MEXICO

Question: With respect to cross-border (Mexico into US) shipments, if cargo is damaged by a lumper company assigned to handle the transloading within the US, from the Mexico carrier to the US carrier, would Carmack or Mexico liability apply? Also, which carrier would be liable for the damages or is the lumper company directly liable?

Answer: I believe that the answer would depend on which party (Mexican or U.S. carrier or independent contractor/lumper) had custody and control of the shipment at the time of the loss.

For example, if the Mexican carrier had completed delivery under the Mexican talon or bill of lading it would not be liable. And if the U.S. carrier had hired the "lumper" as its agent or subcontractor to handle the transloading, it would then become liable under U.S. law. It might be clearer to know where the interchange took place and which party actually engaged the "lumper".

Note that many U.S. carriers have tariff rules that are applicable to this type of border interchange of shipments.

FREIGHT CLAIMS – RESPONSIBILITY ON FOB ORIGIN SHIPMENT

Question: When we ship collect freight and are FOB origin to the dock, who is responsible to file the claim? Our customer wants us to file the claim.

Answer: The party that has "risk of loss" is the proper party to file the claim. As between the seller and the buyer, the risk of loss in transit is usually determined by the "terms of sale", i.e., the contract between the buyer and the seller. Normally, under the Uniform Commercial Code, if a shipment is "FOB Origin" or equivalent, the risk of loss passes to the buyer once the goods are tendered to the carrier at the point of origin. If the shipment is "FOB Destination", the risk of loss remains with the seller during transit. These presumptions can be altered by contractual terms in contract of sale or other agreement between the parties.

Freight payment terms such as "Prepaid" or "Collect" only determine primary responsibility for the payment of freight charges and do not govern the risk of loss as between buyer and seller.

The request of your customer is not unusual. Shippers often handle claims for their customers as an accommodation, even though it is technically the consignee's obligation.

Furthermore, many large retailers have provisions in their purchase orders that require their vendors to handle claims, and also to assume risk of loss or damage in transit. And this may be true even though the vendor is required to use the retailer's contract carriers, which has obvious complications since liability and claims provisions may be governed by the retailer's contract with its carrier.

Essentially it is a business decision and something you may have to live with.

RECENT CASE

FLORIDA COURT RULES TEMPERATURE VIOLATION ALONE NOT DISPOSITIVE

In a ruling on summary judgment motions, the U.S. District Court for the Southern District of Florida held that the shipper merely showing that a shipment transported in violation of Food & Drug Administration ("FDA") guidelines was not enough to prove damages.

This case arose out of an international shipment of salmon that was exposed to elevated temperatures while in transport. The shipment came by air (Lan Chile) from Chile to Miami International Airport, where it was to be picked up and transported by truck to the consignee in Ft. Lauderdale. Due to an internal miscommunication, the motor carrier (All Logistics Group, Inc.-Defendant) failed to pick up the cargo for three days. Upon delivery on the fourth day, the consignee (High Liner Foods - Plaintiff) determined that the cargo was spoiled due to its exposure to warm temperatures.

Plaintiff, in a subrogation action, filed a complaint against Defendant motor carrier alleging (1) breach of contract and (2) negligence.

From the decision:

> The Court finds that there is a genuine issue as to whether (1) the Cargo was damaged as a result of its exposure to warm temperatures; and (2) if the Cargo was damaged, whether Plaintiff is entitled to the full value of the Cargo.
>
> First, Plaintiff has not met its burden establishing that there is no genuine issue whether the Cargo was damaged as a result of the exposure to warm temperatures. See *Avante at Boca Raton, Inc.*, 113 So. 3d at 879 (citation omitted). Plaintiff does not provide any direct evidence

establishing that the Cargo was spoiled. For example, Plaintiff does not provide evidence that a test of the Cargo found bacterial growth or other indicators of spoilage. Rather, Plaintiff argues that the evidence that the Cargo was exposed to elevated temperatures conclusively establishes that the Cargo was unmarketable. Pl.'s Mot. at 6-7; Pl.'s Reply at 3-4. Plaintiff relies on guidance from the United States Food and Drug Administration ("FDA") and Hazard Analysis Critical Control Point systems to establish that the exposure to warm temperatures rendered the Cargo unmarketable. Pl.'s [*11] Reply at 4. The FDA guidance provides a chart with recommended maximum cumulative time that seafood can be exposed to certain temperatures in order to limit the risk that a potentially hazardous condition develops, such as bacterial growth. See U.S. Food and Drug Admin., Fish and Fishery Products Hazards and Controls 421. As such, Plaintiff argues that the FDA guidance provides conclusive evidence that the Cargo had to be discarded as it was exposed to elevated temperatures which exceeded the recommended maximum time limit Pl.'s Reply at 4.

Although the FDA guidance is persuasive, it is not conclusive evidence that the Cargo was damaged. First, the guidance is not a mandatory regulation. See U.S. Food and Drug Admin., Fish and Fishery Products Hazards and Controls 417 ("This guidance represents the [FDA]'s current thinking on this topic. It does not create or confer any rights for or on any person and does not operate to bind the FDA or the public."). If the guidance provided mandatory restrictions on selling seafood that had been exposed to elevated temperatures, then the FDA guidance would be conclusive evidence because Plaintiff would have been unable to sell the Cargo as a matter [*12] of law. Second, the guidance only provides that exposure to elevated temperatures creates a potential risk of hazardous conditions. Namely, the FDA guidance notes that "the food matrix effects bacterial growth . . . Consideration of such attributes is needed when using the table" that sets forth the recommended maximum exposure to elevated temperatures. Id. Therefore, although the guidance may establish a likelihood that the Cargo was at risk of bacterial growth, the guidance is not conclusive that the Cargo was spoiled. As such, taking all inferences in favor of All Logistics Group, there is a genuine issue whether the Cargo was damaged as a result of its exposure to warm temperatures.

Second, Plaintiff has not established that the damage to the Cargo was a result of the breach and, thus, that Plaintiff is entitled to the full value of the Cargo. See *Prestige Dev. Group, Inc. v. Russell,* 612 So.2d 691, 692 (Fla. Dist. Ct. App. 1993) ("The burden is on the plaintiff in a contract dispute to prove that his damages were caused by a breach of contract.") (citation omitted). Specifically, Plaintiff has not established that an award of either general or special damages would include the full value of the Cargo. General damages are the damages which may fairly and reasonably [*13] be considered as arising in the usual course of events from the breach of contract itself. *Keystone Airpark Auth. v. Pipeline Contractors, Inc.*, 266 So.3d 1219, 1222 (Fla. Dist. Ct. App. 2019) (citation omitted). "In contrast, special damages are those that do not necessarily result from the wrong or breach of contract complained of, or which the law does not imply as a result of that injury, even though they might naturally and proximately result from the injury. *JP Morgan Chase Bank Nat. Ass 'n v. Colletti Invs., LLC*, 199 So. 3d 395 (Fla. Dist. Ct. App. 2016). To recover special damages, a plaintiff must establish that the damage "may reasonably be supposed to have been in contemplation of the parties at the time they made the contract." Hardwick Props., Inc. v. Newbern, 711 So. 2d 35, 40 (citation omitted). Special damages require that the carrier has actual notice of the possibility of injury. *Keystone Airpark Auth.*, 266 So.3d at 1222 (citation omitted).

Plaintiff has not established that an award of general damages includes the damage to the Cargo. Namely, there is dispute of fact whether the damage to the Cargo was the direct and necessary

> result of the breach. Id. ("General damages are 'those damages which naturally or necessarily flow or result from the injuries alleged.') (citation omitted). All Logistic Group's breach was the failure to pick up the Cargo on the agreed upon date. A direct and necessary injury as a result of a delay in [*14] picking up cargo is, for example, if the delay results in perishable goods being delivered passed their expiration date. However, the damage to the Cargo was not clearly a direct result of the delay, rather, it was the result of the improper storage of the Cargo by a third party, Lan Chile. And, Plaintiff has not established that a third party's improper storage of cargo is a direct and necessary result of a party's delay in picking up the cargo. Therefore, there is a genuine issue whether the damages were a direct and necessary result of the breach such that an award of general damages includes the resulting damage to the Cargo.

The Court went on to address other issues in the complaint.

It should be noted that as this case was an international shipment on an air waybill, this case was decided on the principles of contract law and negligence, and did not include any Carmack based claims or considerations. The standard applied here should be contrasted with previous cases we have reported where the mere breaking of a seal on a trailer or a recording device showing temperature abuse is a valid reason to reject a shipment and seek damages when products intended for human consumption are involved.

Visit https://cabadvantage.com/articles/underwriters-at-interest-v-all-logistics-grp-2020-u-s-dist-lexis-91810/ to view the case.

CCPAC NEWS

CCPAC HEADLINE NEWS

The Certified Claims Professional Accreditation Council ("CCPAC") announced that due to the Pandemic and for the safety of applicants, proctors and students, all Certified Claim Professionals ("CCP") Exams and CCP Primer Classes originally scheduled during 2020 are canceled.

The next CCP Exam will be conducted after the close of the Transportation & Logistics Council's ("T&LC") Annual Conference Wednesday afternoon, April 21, 2021, from 12:30 PM to 3:30 PM at the Catamaran Hotel, 3999 Mission Blvd., San Diego, CA 92109. A CCP Exam Primer Class will be held prior to the T&LC Annual Conference on Sunday, April 18, 2021, at the same location as the exam.

Candidates must apply and pre-qualify to take either or both the CCP Exam and/or the CCP Exam Primer Class. Additional information, including exam fees, preparation materials, registration to sit for the exam and registration for the celebrated exam primer class, is all available on our website at www.ccpac.com, under Headline News section.

David Nordt, CCP and CCPAC Council President, has announced that the CCPAC Annual Membership Meeting will be held Monday Afternoon, April 19, 2021, at 5:30 P.M. (Pacific Time) at The Catamaran Hotel, 3999 Mission Blvd. San Diego, CA 92109. The meeting immediately follows the end of the first day of the T&LC Annual Conference. The CCPAC Annual Membership Meeting is open to all CCPAC members, guests and anyone interested in learning more about CCPAC and meeting its officers and board members present.

ALL CCP's and CCPAC Associate Members are reminded that to maintain their membership in "Active" status, annual dues and membership are now due and renewable on-line or by mail. Dues can be paid with a major credit card on-line or a check by mail made payable to CCPAC, Inc. Checks should be mailed to CCPAC, Inc., Membership Dept., P.O. Box 550922, Jacksonville, FL 32255-0922.

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. Only those who have passed the CCP Exam and maintain continuing education requirements may use the "CCP" professional designation following their name.

For further announcements visit www.ccpac.com for general information and membership in CCPAC or email director@ccpac.com.

CCPAC also has the following online presence:

FaceBook: www.facebook.com/certifiedclaimsprofessional
FaceBook Blog: www.facebook.com/groups/410414592821010/
LinkedIn Group: www.linkedin.com/groups/4883719/
Twitter: twitter.com/ccpac_1
Website www.ccpac.com

CLASSIFICATION

FUTURE COMMODITY CLASSIFICATION STANDARDS BOARD ("CCSB") DOCKETS

	Docket 2020-3	Docket 2021-1
Docket Closing Date	August 6, 2020	November 25, 2020
Docket Issue Date	September 2, 2020	January 7, 2021
Deadline for Written Submissions and to Become a Party of Record	September 25, 2020	January 29, 2021
CCSB Meeting Date	October 6, 2020	February 9, 2021

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

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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
- **Associate Member** (non-voting members – carriers and freight forwarders).

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.*
- **Reduced rates** for **ALL** educational programs, texts and materials.

New Members also receive:

- A complimentary copy of "**Shipping & Receiving in Plain English, A Best Practices Guide"**
- A complimentary copy of "**Transportation Insurance in Plain English**"
- A complimentary copy of **"Transportation & Logistics – Q&A in Plain English Books 4, 5 & 6 on CD Disk"**

If you are not presently interested in becoming a member, but would like to subscribe to the **TRANSDIGEST**, you can opt for a 1-Year/Non-member subscription to the newsletter by making the appropriate choice below.

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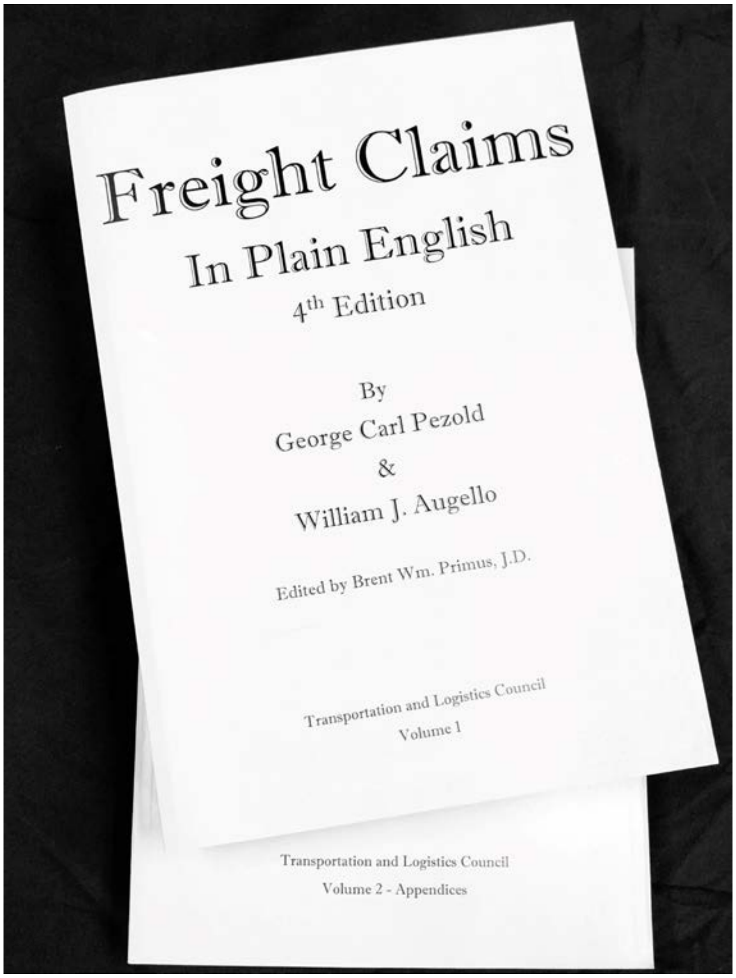

Freight Claims in Plain English (4th Ed.)

The hard-cover edition of Freight Claims in Plain English (4th Ed.) was out of stock, so the Council has arranged to have it reprinted in a soft-cover edition.

Often referred to as "the Bible" on freight claims, as the title suggests it remains the most readable and useful reference on this subject for students, claims professionals and transportation attorneys.

The new soft-cover edition comes in two volumes in a handy 7" x 10" format. Volume 1 consists of 592 pages including full text, a detailed table of contents, topical index and table of authorities. Volume 2 consists of 705 pages with 161 useful appendices – statutes, regulations, forms and other valuable reference materials.

Click here to see the Table of Contents

Best of all, the soft-cover edition is reasonably priced – formerly $289 but now only $149 for T&LC members and $159 for non-members. Free shipping in the contiguous U.S.

New York State residents sales tax applies.

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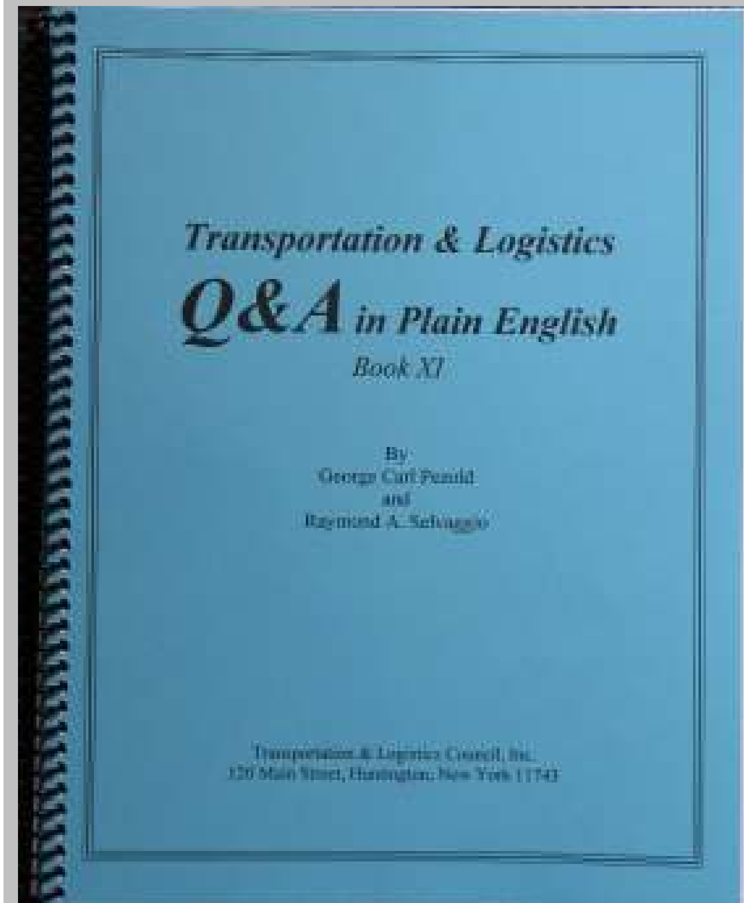

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Q&A in Plain English – Book XI

"Transportation & Logistics - Q&A in Plain English - Book XI", by George Carl Pezold and Raymond A. Selvaggio, is the eleventh in this series of the Transportation & Logistics Council's popular texts, and is a compilation of 275 of the most recent questions submitted to the Council's "Q&A" forum and published in the TransDigest,

What is unique about this compilation of questions and answers is that the questions reflect the real problems that actually come up every day, and that the people actually doing the work - shippers, carriers, brokers, intermediaries and even truck drivers - need help with.

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