

TRANSDIGEST

Transportation & Logistics Council, Inc.

George Carl Pezold, Executive Director
Diane Smid, Executive Secretary

Raymond A. Selvaggio, General Counsel
Stephen W. Beyer, Editor

VOLUME XXV, ISSUE NO. 270, AUGUST 2020

T&LC's 47th Annual Conference

- **Food Safety – Broken or Missing Seals**
- **Update - California Driver Classification Situation**
- **The “Reverse Logistics” Challenge**
- **ATA Files Chassis Complaint With FMC**
- **Parcel Carrier Peak Season Surcharges**
- **Failure to Plead Carmack Results In Loss of Claim**
- **More Q & As**

NEW! IN A SOFT COVER EDITION!

FREIGHT CLAIMS IN PLAIN ENGLISH (4TH ED.)

Published by the TRANSPORTATION & LOGISTICS COUNCIL, INC.

120 Main Street • Huntington, NY 11743-8001 • Phone (631) 549-8984 • Fax (631) 549-8962

Website: www.TLCouncil.org • email: tlc@transportlaw.com

Table of Contents

GUEST EDITORIAL	2	QUESTIONS & ANSWERS	18
ASSOCIATION NEWS	3	RECENT CASE	19
HUMOR	4	CCPAC NEWS.....	20
MOTOR	5	CLASSIFICATION	21
OCEAN	14	ADVERTISE IN THE TRANSDIGEST	22
PARCEL EXPRESS.....	15		

GUEST EDITORIAL

ADAPTING YOUR SUPPLY CHAIN TO A CONSTANTLY CHANGING ENVIRONMENT

By Askia Shaheer – T&LC Board of Directors (Secretary/Treasurer)

The year of 2020 has been challenging across many fronts but with challenges there also comes the ability to truly evaluate your operation. One thing that has been truly challenged, and many shippers are evaluating, are their supply chains. Many companies have had to face numerous challenges that include labor, production shortages, store closures, and transportation capacity issues. In times of significant change and disruption I have listed some key items that can help supply chain managers during these times, and you can use, as we look to finish out this challenging year of 2020.

Communication. It is important to keep the business informed of the possible impacts to the fluidity of your supply chain. Changes have occurred daily and have been different depending on where you reside and/or operate. So, keeping constant communication and awareness into the possible impacts helps keep it on the top of one's mind as other decisions are being made throughout the business. Those impacts could be as simple as a one-week delay in production to as complex as an entire factory and/or distribution center being closed.

As decisions are being made, it is even more important to make sure that your teams and the business are clear on the decisions, and the results that you are looking for, from those decisions. Not only is internal communication important, it is important to keep the communication lines open with your external partners which include your carriers, suppliers, and end consumers. Your partners may not like the impacts on your supply chain or the decision you made to mitigate the impact, but they are better prepared to handle and adjust to it when they know what they are up against.

Empowering Associates. With a disruption like a pandemic situation, rules and processes will need to change and change quickly. The bureaucracy of decision making and the time it takes to go up the chain to make a decision can be costly in dollars, time and customers which is why it is key to make decisions. Provide associates with the tools, support and confidence they will need to make decisions, day to day. It could be the distribution center manager being short staffed due to an outbreak, it could be the transportation manager making a split decision on paying a surcharge to get a few extra loads picked up due to reduced capacity. Although these seem like daily functions of these positions, the environment that we are working in today may cause far greater tradeoffs as staffing and capacity issues can now be more long term and more impactful to your supply chain. Your teams and associates knowing and feeling comfortable in making decisions quickly and then communicating them will help to keep your supply chain running during a disruption.

Embrace Technology. Implementing new technology is never an easy task but changing times cause for moving quicker to doing the difficult task of adding technology. Many companies have had to adapt to new technology around e-commerce which include quickly switching to an online order platform along with

various methods of getting deliveries to end users. Others have had to quickly embrace better data collection and “big data” tools to better provide customer insights and manage inventory. In the world of project management and implementation the process is usually phased and tested and re-tested. The disruption of a pandemic has given companies a little room to implement and try new things with the car while it is still moving. With shelter in place orders and various other shutdowns it is key to be flexible and willing to introduce new technology quickly because the cost could be detrimental, and place the company at a distinct disadvantage.

Think outside of the box. Great innovation often comes during times of chaos. Challenge your teams to think of new ways of doing things and encourage them to try different things. When things are constantly changing around you, the old way may not be the best way, and it frankly could be outdated as well. The Covid-19 pandemic has brought about the need for innovation, as we have seen movie theaters show movies in the parking lot, restaurants serve customers in the parking lots. We have seen shippers adjust the gate processes to enable touchless interaction between drivers and the gate personnel. The day-to-day users and associates that are on the frontlines are great at what they do, and now is as good of time as any to take their ideas and build innovation, and get creative with them. This is not only great for the business but also can be fun and add calm to the storm.

Continue to change and adapt. Albert Einstein stated, “The measure of intelligence is the ability to change”. Businesses are looking to make sure they have an efficient and “intelligent” supply chain. Being able to continue to adapt to the ever changing environment that we are in and the various changes that may need to come from this environment will be key in how you navigate the remainder of 2020, and prepare yourself for the next disruption.

As the holiday shipping season begins this year, it will be different than most other years as we are still in the midst of a pandemic and heading into hurricane and flu seasons. We know it will be different, but we cannot always predict how, so it will be important to make sure that your supply chain is able to navigate this disruption and come out on the other side safe. With execution of these changes there is also a need for compassion, as we are all dealing with changes and stress in work and home.

I hope that everyone remains safe!!!!

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 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.



NEW MEMBERS

Regular Member

Paul Massingill

Service Driven Transport Inc.
636 Valley Mall Pkwy., Suite 212
East Wenatchee, WA 98802
paulm@servicedriventransport.com

Steve Demaree

Blue River Coatings
PO Box 460
Harvard, NE 68944
steve@bluerivercoatings.com

Alan B. Easterly

Leitner, Williams, Dooley & Napolitan, PLLC
200 M. ML King Blvd. Fifth Floor
Chattanooga, TN 37402
Alan.easterly@leitnerfirm.com

Bonnie Bailey

Frozen Food Express Inc
3400 Stonewall Dr.
Lancaster, TX 75134
bbailey@ffex.com

HUMOR





and finally, some balance



MOTOR

FOOD SAFETY – BROKEN OR MISSING SEALS

By George Carl Pezold

The Coronavirus pandemic has made us all very aware about the threat of possible exposure to contagious diseases. Viruses, bacteria, fungus, mold and other harmful substances can be anywhere and can travel around the world.

So what about food safety?

A controversial area of the law is the effect of broken or missing seals during the transportation of foods and food products. Virtually all shippers of foods and food products have strict requirements that carriers' trailers must be sealed at origin and that the seals may not be broken until the shipment is delivered to the consignee. Instructions may be noted on bills of lading and very often included in rate confirmations (by brokers) or in formal transportation contracts. Consignees likewise have such requirements and will often reject any food shipment that arrives with a missing or broken seal.

Often these shipments are rejected without any inspection or testing of the contents of the trailer, and sometimes not even after the trailer has been returned to the origin which could be a manufacturer, distributor or warehouse. And often the shipper or owner of the goods will demand that they be destroyed, so that they cannot enter the stream of commerce or be sold as distressed merchandise.

Clearly, contamination of food and food-related products intended for human consumption is a serious matter.

When loss and damage claims are filed the claimant will usually assert the full invoice value to its customer as the proper measure of damage on the grounds that there was no way to conclusively determine if there was any contamination or adulteration of the product, that the goods were worthless because it would be impossible or illegal to salvage or sell them.

On the other hand, carriers (and their insurers) will usually decline such claims arguing that there is no proof of any actual damage and that the claimant has failed to mitigate the loss, or will demand a “salvage allowance” even though there was no salvage.

So what are the laws and legal principles applicable to these disputes?

STATUTES AND REGULATIONS

The Federal Food, Drug and Cosmetic Act – Title 21 of the United States Code (“U.S.C.”)

21 U.S.C. § 321. Definitions; generally

For the purposes of this chapter—

(f) The term “food” means (1) articles used for food or drink for man or other animals, (2) chewing gum, and (3) articles used for components of any such article.

21 U.S.C. § 331. Prohibited Acts

The following acts and the causing thereof are prohibited:

(a) The introduction or delivery for introduction into interstate commerce of any food, drug, device, tobacco product, or cosmetic that is adulterated or misbranded.

21 U.S.C. § 342. Adulterated food

A food shall be deemed to be adulterated—

(a)(4) if it has been prepared, packed, or held under insanitary conditions whereby it may have become contaminated with filth, or whereby it may have been rendered injurious to health

(i) If it is transported or offered for transport by a shipper, carrier by motor vehicle or rail vehicle, receiver, or any other person engaged in the transportation of food under conditions that are not in compliance with regulations under section 350e of this title.

Title 21 of the Code of Federal Regulations, Food and Drugs

There appears to be no reference to seals or any requirement to seal trailers or other vehicles that transport food or food-related products in the FDA regulations. This may seem strange in view of Congressional concerns voiced in enacting recent legislation such as the Sanitary Food Transportation Act of 2005 and the Food Safety Modernization Act of 2011.

COURT DECISIONS

Even though this situation does occur quite frequently, it is interesting to note that there are relatively few reported court decisions dealing with broken or missing seals and shipments of food or food products.

The first question is “can delivery with a broken or missing seal - ALONE - constitute “actual loss” or damage within the meaning of the Carmack amendment?”

One case directly on point is *Seaboard Allied Milling Corp v. Consolidated Rail Corp.*, (unreported, D.C.D.C. Civ. No. 79-0828, July 22, 1980), Aff’d 656 F2d 900 (D.C. Cir. 1981). This involved a covered hopper car containing approximately 100,000 pounds of flour shipped from Seaboard Milling’s plant in Buffalo, New York to the Downingtown, Pennsylvania Bakery of Pepperidge Farm. When the car was loaded all of the hatches were covered and sealed to ensure that the flour would not be exposed to contamination or adulteration during transport. Upon arrival at Downingtown it was discovered that a forward hatch had been

opened and its seals removed, thus exposing the flour to possible contamination and Pepperidge Farm rejected the carload of flour.

Pepperidge Farm sued Conrail and the issues at trial were whether the plaintiff had established its prima facie case by proving delivery in good condition, arrival at the destination in damaged condition, and the amount of damages incurred, as set forth in *Missouri Pacific Railroad Co. v. Elmore & Stahl*, 377 U.S. 134 (1964). As to the first element, good condition at origin, the Court stated:

... Plaintiff's strict and established program of quality control prior to and during the loading process in conjunction with periodic inspections and sampling of the flour affords adequate evidence establishing that the sealed flour was delivered to the carrier in good condition.

As to the second element, actual damage to the goods upon arrival, the Court found that the Plaintiff had successfully met its burden, stating:

The actual damage to the flour occurred at the moment the hatch was opened by some unknown vandal, thereby destroying the commercial value of this shipment. Neither Plaintiff nor Pepperidge Farm could use this flour without violating strict Federal law. Under Section 331 of the Federal Food, Drug and Cosmetic Act, it is unlawful to introduce into interstate commerce any food which has been adulterated. 21 U.S.C. § 331(a). A food is deemed to be adulterated:

“if it has been prepared, packed, or held under unsanitary conditions whereby it may have become contaminated with filth or whereby *it may have been rendered injurious to health.*” 21 U.S.C. § 342(a)(4). (Emphasis added.)

The prohibition extends to the use of adulterated components of food articles, 21 U.S.C. § 321(f)(3), and flour used for baking falls within the ambit of this Act. *United States v. Cassaro, Inc.*, 443 F.2d 153 (1st Cir. 1971).

Therefore, because of the peculiar properties indigenous to flour, the only fail-safe method to test the flour for possible contamination would effectively destroy the entire shipment. The economic value of the flour contained in car GACX 42188 was irreparably destroyed at the moment of the unauthorized entry.

As to the third element, the amount of damage, the court awarded the contract (invoice) amount, stating:

... this Court finds Seaboard Milling incurred damages of \$9, 448.11, and the price of the flour as set forth in the contract between Seaboard Milling and Pepperidge Farm. . .

Accordingly, judgment shall be entered for the Plaintiff for damages of \$9, 448.11 from this date, plus interest and costs.

A more recent case is *Oshkosh Storage Co. v. Kraze Trucking LLC*, 65 F.Supp.3d 634 (E.D. Wis. 2014), recon. den., 2014 WL 7146405 (E.D. Wis. 2014). This involved a shipment of kosher cheddar cheese from Litchfield, Minnesota to Oshkosh Storage in Oshkosh, Wisconsin. The shipment was custom made according to the specifications of a customer, Dairiconcepts, and was sealed at origin. The driver contended that when he arrived on the Oshkosh premises, the load was sealed. He was given instruction sheets, one of which indicated that Oshkosh Storage may reject a load of food products for various reasons, including “[n]o seal, broken seal, or seal does not match manifest” and was told to “pull up around the north side of the building at the third set of dock doors and pull up by the stairway and our warehouse guy will get [Daniels’] paperwork and break the seal.” There were also signs in the check-in area which stated: “Please DO NOT break the seal on the trailer. Our warehouse staff will verify the seal number and break the seal prior to unloading.” However, the driver prematurely broke the trailer seal, opened the trailer bay doors, and backed his trailer into an open loading dock. When the broken seal was discovered Oshkosh Storage immediately contacted

the receiving customer, Dairiconcepts, which instructed it to reject the load. Thereafter, Great West Casualty, Kraze's insurer, ultimately sold the rejected load for \$51,000, a sum \$19,278 less than the original invoice price, which was \$70,278.

The carrier did not question whether the cheese was in good condition when tendered to it at origin, but argued that the plaintiff had not proven that there was any damage upon delivery. The court rejected this argument stating:

Kraze does not assert that Oshkosh Storage failed to deliver the cheese to Kraze in good condition. The central dispute between the parties is whether Kraze's premature removal of the seal caused "actual loss or injury" or "damage" to the delivered product. Oshkosh Storage asserts that the value of the cheese was \$70,278.61 if it had arrived with a verified seal but that its value instantly decreased when the seal was broken. Oshkosh Storage President Carl Doemel testifies that his company's verification of an intact seal is part of the value of the load because customers demand this for assurance of product integrity. . . In Oshkosh Storage's view, the reduction in value constitutes damage under the plain meaning of the term. Kraze counters that a broken seal is not prima facie evidence of damaged goods because it does not indicate whether the delivered goods were actually tampered with or harmed in any way. . .

The Court concludes that Oshkosh Storage has the better argument. Although the Carmack Amendment does not explicitly define "actual loss or injury," a decrease in product value is unquestionably a loss or injury. . . Here, it is undisputed that Dairiconcepts rejected the load solely because of the broken seal and that the cheese was later sold at a lower price. Kraze suggests that the broken seal did not cause the cheese to lose value and that Oshkosh Storage simply obtained a better price than Great West Casualty. Absent evidence that Great West sold the cheese at a discounted price for a particular reason, however, the Court presumes that Great West sold the cheese for its fair market value. Oshkosh Storage was therefore damaged in the amount of \$19,278.61.

The Court awarded Oshkosh damages in amount of \$19,278. (It should be noted that this was in addition to the \$51,000 proceeds from the sale by Great West Casualty, Kraze's insurer, so that the total value of the cheese which was \$70,278 was ultimately recovered.)

So, what can be learned from these two decisions? First, both judges recognized the legal principle that delivery with a missing or broken seal constitutes "actual loss or injury" within the meaning of the Carmack Amendment, 49 U.S.C. § 14706. Second, the amount of the "actual loss" can be determined differently based on the specific facts of the case. In one case, salvage was not allowed and the claimant recovered its contract (invoice) price, and in the other the parties allowed the goods to be salvaged and the claimant received the salvage amount plus the diminution of value (for the same result).

CONTRACTUAL PROVISIONS

It has become quite common that food shippers enter into formal transportation contracts with carriers that specifically address the use of seals and the consequences of delivery with a missing or broken seal. And, likewise, carriers usually will want to include contract language that says a broken or missing seal is insufficient and that there must be proof of actual physical damage to goods. Here are some examples of language in typical food shipper contracts:

Food Security. Carrier acknowledges that exposure of food and related products to possible contamination by foreign substances may render product worthless and/or unsuitable for its intended use. Shipments with missing or broken seals, or an unexplained break in the chain of custody, may be rejected by the consignee due to the possibility of adulteration or contamination.

OR

Sealed shipments. If any such shipment arrives at destination: 1) with a broken seal; 2) with evidence of tampering suggesting the shipment was accessed by unauthorized persons or otherwise subjected to contamination, infestation, or other sources with the potential to render the shipment injurious to health, the typical burden of proof imposed by Carmack shall not apply and instead Shipper, in its sole discretion, may determine that the shipment may have been rendered injurious to health and may reject the entire shipment or any portion thereof.

Carriers, on the other hand, will often want to add language such as this:

Shipper must show actual damage or contamination to the cargo when filing a cargo claim, including with respect to loads refused or rejected by Shipper or the consignee because of a missing, broken, or unsatisfactory seal.

OR

Shipper will use all reasonable efforts to mitigate its loss by seeking to salvage any damaged, injured or expired shipments. If Shipper refuses to mitigate its loss by seeking to salvage, then Carrier will be entitled to a reasonable salvage allowance.

FOOD-RELATED GOODS

Just the other day we received an email from a broker who said that he “just got hit with claim on empty food cans that our manufacturer is refusing to receive because when the warehouse they shipped them to refused them, they were returned without a seal.” He explained, “Long and short, load went from Oakdale, CA to Kent, WA. Kent refused as a few cans had shifted. Upon return to Oakdale, trailer had no seal and manufacturer claiming a full loss as “potential contamination” and driver’s insurance (Progressive) is declining “contamination” coverage. I’m trying to get our client, the can manufacturer, to physically inspect and they are refusing. Any suggestions?”

What about food-related items such as bottles, cans, plastic “clamshells” or other containers, wrapping materials, covers and caps, etc.? Manufacturers of these products and their customers also have strict rules and sanitary policies that require seal integrity.

While it does not appear that this situation has been the subject of any reported court decisions, the answer may lie in the wording of the definition of “food” in 21 U.S.C. § 321(f), which states: “The term “food” means (1) articles used for food or drink for man or other animals, (2) chewing gum, and (3) articles used for components of any such article.” Certainly it would seem that food-related items such as those described above would be considered as “articles” within the definition of the statute.

“THE LAW OF THE LAND AND THE LAW OF THE JUNGLE”

On the one hand we have the truck driver who says “There’s nothing wrong with this stuff – I’ll take it home and me and the kids will be happy to eat it!” On the other we have the supervisor on the dock who says “Can’t you see that sign right there on the building! We don’t accept any food shipments without a seal!”

Shippers and their customers believe that they have the right and the duty to enforce food security requirements out of legitimate concerns about exposure to violating the law, the possibility of adulterated or contaminated food entering the stream of commerce, and potential product liability. Carriers argue that in many cases there is no inspection, testing or evidence of the condition of the product, and that the shipper has to prove actual damage and has to mitigate the loss.

It certainly would seem that in some cases there may be a middle ground for avoiding or resolving these disputes. For example, how is the product packaged and would it be reasonable to assume that the individual packages contained in a properly sealed carton should be adequately protected from any foreign substances? If the product is not permanently labeled with a brand or trademark, is there a secondary market?

It may be observed that, in view of the paucity of reported court decisions as noted above, it would appear many of these disputes are resolved by negotiation or settlement under the “Law of the Jungle”, thus avoiding costly and time-consuming litigation involving the “Law of the Land”.

Some final points:

1. Shippers (and consignees) must make it absolutely clear in advance of the consequences of delivery with a broken or missing seal.
2. Carriers have to respect shipper’s concerns and their food safety policies and procedures, and ensure that drivers are aware of the need to protect seal integrity.
3. Both parties should be willing to examine all of the facts in each case, and see if there can be some amicable solution.

UPDATE ON CALIFORNIA INDEPENDENT CONTRACTOR SITUATION

On Monday, August 10, 2020 a California judge granted an injunction providing that Uber Technologies Inc. and Lyft Inc. must classify their drivers as employees pursuant to Assembly Bill 5 (“AB 5”) within 10 days, denying a stay pending the outcome of ongoing litigation on the matter. That gave them until August 20th to comply.

In 2018, a California Supreme Court decision, called *Dynamex*, established a new “ABC test” for when a worker can be classified an independent contractor: if A: They control their work; B: If their duties fall outside the scope of a company’s normal business; and C: If they are “engaged in an independently established trade, occupation or business.” AB 5, which codifies the classification of workers according to the three part “ABC” test, became law on January 1, 2020.

California Attorney General Xavier Becerra and the city attorneys of San Francisco, Los Angeles and San Diego sued the companies earlier this year, asking a judge for a mandatory injunction ordering the companies to comply immediately with the new state law. Uber and Lyft are challenging the constitutionality of the law, but the outcome of that litigation could take years. The government did not want them to be able to continue operations without compliance during that time.

With Uber and Lyft threatening to stop operations in California, on August 20th a California Court of Appeals gave them a last minute reprieve by extending the length of time they have until they need to comply with an order to reclassify drivers as employees.

Under this ruling the stay will extend until Uber and Lyft’s appeals are resolved on the condition that they agree to a new timeline and procedures with key dates as follows:

- Aug. 25 by 5 p.m. PT: Uber and Lyft must file written statements agreeing to the timeline and conditions laid out by the court in order for the stay on the injunction to be extended through the appeals process. Otherwise, the stay expires at this time.

- Sept. 4: Uber and Lyft must submit opening briefs by this date along with sworn statements from their CEOs certifying they have a plan to comply with the law if their appeal and ballot measure both fail.*
- Sept. 18: California officials must file their response.
- Sept. 25: Uber and Lyft can submit responses to the state's brief.
- Oct. 13: Oral arguments occur before the court.

California officials can ask the court to throw out the stay if they believe Uber and Lyft violate these procedures at any point.

However, the California Attorney General's lawsuit (with city attorneys from San Francisco, Los Angeles and San Diego) is not the only one Uber and Lyft are facing. They are both facing separate lawsuits from the California Labor Commissioner that were announced in an August 5, 2020 press release as follows:

The Labor Commissioner's Office has filed separate lawsuits against transportation companies Uber and Lyft for committing wage theft by misclassifying employees as independent contractors. Uber and Lyft have misclassified their drivers, which has deprived these workers of a host of legal protections in violation of California labor law, the lawsuits say.

The fight over worker classification has been going on for years and will likely not be resolved soon, and has ramifications far beyond drivers for ride-share apps. The "gig" economy provides millions of people across the country a flexible source of income. And while there are clearly situations where the workers are being taken advantage of, there are also many where the workers appreciate and want to keep their current independence and flexibility.

Unfortunately, the good intentions of legislators to improve working conditions do not necessarily translate into good legislation. For an interesting perspective on the current situation and the law of unintended consequences visit <https://fee.org/articles/why-uber-and-lyft-are-about-to-shut-down-all-operations-in-california/>.

Visit <https://www.dir.ca.gov/DIRNews/2020/2020-65.html> to view the Labor Commissioner's press release.

VIRGINIA TECH TRANSPORTATION RESOURCES

The Virginia Tech Transportation Institute ("VTTI") "conducts research to save lives, save time, save money and protect the environment. Researchers and students from multiple fields are continuously developing the techniques and technologies to solve transportation challenges from vehicular, driver, infrastructure and environmental perspectives." It is a free source of information touching on a wide array of transportation related matters.

Amongst the recent submissions:

* Uber and Lyft, along with Postmates, Instacart and DoorDash, are supporting a ballot measure, Proposition 22, set for a statewide vote in November that would exempt app-based transportation and delivery companies from the law known as Assembly Bill 5.

For more information on Proposition 22, visit [https://ballotpedia.org/California_Proposition_22,_App-Based_Drivers_as_Contractors_and_Labor_Policies_Initiative_\(2020\)#Text_of_measure](https://ballotpedia.org/California_Proposition_22,_App-Based_Drivers_as_Contractors_and_Labor_Policies_Initiative_(2020)#Text_of_measure).

May 22, 2020 - *Pre-Employment Screening Best Practices in the Commercial Motor Vehicle Industry Study*: This study documents innovative and successful practices for pre-employment screening in the commercial motor vehicle (“CMV”) industry and assesses the prevalence and effectiveness of these pre-employment screening practices in a sample of CMV operations. A 47-item Web-based survey queried participating carriers’ (i) use of various pre-employment screening practices, (ii) effectiveness of pre-employment screening practices, (iii) reasons why pre-employment screening practices are used or unused, and (iv) descriptive data on the participating carrier (fleet size, operation type, etc.). Based on the results, effective screening techniques in order of their effectiveness ratings from survey respondents include performance or skills testing, background checks, personality testing, medical examination, physical ability testing, and social media screening.

Study available at <https://vtechworks.lib.vt.edu/handle/10919/98544>

August 13, 2020 – *Examining the Relationship Between CMV Driver Retention and Safety*: Many segments in the trucking industry experience extremely high rates of driver turnover. Although some research has shown a link between high driver turnover and increased crash risk, it is not known if voluntary turnover affects crash risk. The purpose of this study was to examine the relationship between voluntary and involuntary driver turnover with involvement in Federal Motor Carrier Safety Administration (FMCSA)-reportable crashes and moving violations. This study used data collected in the recently completed Commercial Driver Safety Risk Factors study, which examined individual driver risk factors using a sample of 21,000 drivers from a single, large, for-hire carrier. Poisson regression models were used to measure the relationship between safety outcome rate and the employment status of the drivers. Overall, drivers who had continuous employment were significantly less likely to be involved in a future FMCSA-reportable crash or receive a violation compared to drivers that left the carrier at any time. Furthermore, drivers that left the carrier without a recent crash were significantly less likely to be involved in an FMCSA-reportable injury crash compared to drivers that left the carrier following a recent crash. These results support the need for carriers to adopt programs and policies designed to encourage safe drivers to remain at the same carrier and thus help to realize lower crash rates.

Study available at <https://vtechworks.lib.vt.edu/handle/10919/99714>

Visit <https://vtechworks.lib.vt.edu/handle/10919/5524> to view other VTTI submissions.

THE REVERSE LOGISTICS CHALLENGE

by Tony Nuzio, ICC Logistics Services, Inc.

Every business that sells its products in a business to business (B to B), or business to consumer, (B to C) environment has to contend with the dreaded “Reverse Logistics Challenge.” So, what is the Reverse Logistics Challenge and how can companies succeed in handling such a challenge.

To start, one has to fully understand the meaning of Reverse Logistics. There are several definitions to help us better understand its meaning.

- *“The process of moving goods from their typical final destination for the purpose of capturing value, or proper disposal” – Wikipedia*
- *“All activity associated with a product/service after the point of sale, the ultimate goal to optimize aftermarket activity thus saving money and environmental resources” – Reverse Logistics Association*

- *“A specialized segment of logistics focusing on the movement and management of products and resources after the sale and after delivery to the customer. Includes product returns for repair or credit” – CSCMP*

So it's quite clear based on the above definitions that the reverse logistics challenge is much more than taking back goods from a customer and putting them back on the shelf to sell to another customer. The challenge is to handle this process by, (1) understanding the customer's journey; (2) meeting the customer's promise of accepting customer returns as part of the sales transaction; and (3) controlling costs so that reverse logistics operations does not put a financial drag on the company's operating profitability.

But, how do companies handle these functions while at the same time maintaining profitable operations? That's a key question many “C” level executives are continuing to ask their supply chain and logistics executives.

Often times however, senior management is unaware of the size of their company's reverse logistics operations, or the total cost of handling those operations for that matter. They are also often unaware of the impact reverse logistics has on their bottom line and its relationship to overall customer service and company profitability. And finally, to add insult to injury, sometimes senior management isn't aware that reverse logistics operations even exist. Now, that's a sad commentary for those businesses where this is actually happening.

So, to solve the Reverse Logistics Challenge in any business, here are the steps that senior management must insist on in order to finally control the process:

- Determine who owns the reverse logistics process. It's obvious to us that the ownership of the process must include various departments, including logistics, finance, and customer service, along with representation from senior management.
- Determine who in the corporation has or should have full profit & loss (“P & L”) responsibility. Again, this individual or individuals must also align with “C” level representation.
- Determine exactly how reverse logistics finances should be reported, to whom, how often, and what information should be continually tracked and evaluated?
- Ensure all team members are continually asked the critical questions, including, what is the true customer experience as it relates to the returns process? Is it worth the effort and cost of providing the returns service; what if any options should be considered?
- Determine how training should be developed and handled throughout the various departments with reverse logistics responsibility.
- Assess whether the company really has controls in place for their reverse logistics processes over operational efficiencies, overall costs, and finally, does it have the ability to turn the reverse logistics process into a profit center?

Also critical to successful reverse logistics operations is to understand that the process is never a one and done process. It must be continually evaluated with a goal towards ultimate success.

Solving the Reverse Logistics Challenge will require a full court press, including the front line employees involved in the day to day operations of receiving, sorting, storing and/or properly disposing of returned merchandise. The goal is to also include the most senior corporate executives to manage, control, and ensure complete visibility and total accountability.

And finally, and most importantly, it is critical for the entire team involved in reverse logistics to ensure the company can do all of this while at the same time creating a profitable reverse logistics process.

So, how do your company's policies stack up against these Reverse Logistics Challenge recommendations?

FMCSA FLEXIBILITY ON RANDOM DRUG TESTING

On July 6, 2020 the Federal Motor Carrier Safety Administration ("FMCSA") issued a Notice that it would exercise "reasonable enforcement flexibility" with motor carriers that are unable to fully comply with the minimum random drug and alcohol testing rates during the pandemic. The agency emphasized, however, that employers capable of meeting these requirements must do so.

To view the Notice, visit <https://www.fmcsa.dot.gov/emergency/notice-enforcement-discretion-determination-random-controlled-substance-and-alcohol>.

OCEAN

REDUCING "CARBON FOOTPRINT"

Last month we noted a company that sought to calculate the environmental footprint of ships' routes with the goal of enabling shippers and forwarders to make freight transportation decisions that align with internal carbon footprint reduction aims for their door-to-door shipments.

Pursuant to an August 4, 2020 press release, APL Logistics ("APLL") announced "a suite of products to measure, manage, and mitigate GHG [greenhouse gas] emissions in the shipping and logistics sector." According to the press release:

Using the GHG Protocol, APLL calculates Scope Three, Category Nine emissions for customers across sectors and partners with them to achieve carbon-neutral shipping and logistics for 100% of supply chain transportation GHG emissions. Using a combination of efficiency strategies, fuel alternatives, and carbon offsets, APLL is looking ahead to a world that prioritizes carbon efficiency to deliver value for consumers, investors, and in our shared communities.

Interestingly, on August 3, 2020 APLL published a link to a July 21, 2020 Journal of Commerce ("JOC") article discussing how APLL had "built a carbon calculation tool designed to enable shippers to measure their total greenhouse gas emissions, while helping them reconfigure supply chains to avoid the areas that most contribute to emissions totals."

While the August 4 APLL press release spoke only in broad generalities, the earlier JOC article provided more detail and noted that:

A free version of the APLL tool lets a shipper see, for instance, which port pairs and specific carriers drive what percentage of the total emissions associated with its freight transportation. Emissions are isolated on a per gram of CO2 per TEU [twenty-foot equivalent unit] kilometer basis. APLL told JOC.com it plans to use the free version to help customers drive deeper decisions on where to source goods and which transportation providers to use.

The JOC article also noted that other third party logistics providers (3PLs) have been seeking to provide similar data:

There are existing examples of 3PLs providing carbon emissions data to shippers. Kuehne + Nagel has for nearly two years provided carbon calculations attached to specific ocean sailings

through its Sea Explorer tool. CEVA Logistics, meanwhile, said in mid-July that it plans to incorporate a similar calculator in its MyCEVA digital platform.

And as reported in the TRANSDIGEST last month, “Marseille-based SeaRoutes said it would provide global forwarders with an application programming interface (API) that lets it calculate for customers carbon emissions on a door-to-door shipment basis.”

All this goes to show that stakeholders in the transportation and logistics arena are taking the reduction of greenhouse gases seriously, and moving to help shippers make guided decisions. An interesting question still to be resolved when all the data is available, is just what are the true savings when manufacturing is moved offshore when the totality of all the costs are known?

Visit <https://www.apllogistics.com/2020/08/press-release-apl-logistics-solutions-for-a-carbon-constrained-world> to view the August 4, 2020 press release.

Visit <https://www.apllogistics.com/2020/08/joc-com-apl-logistics-emissions-tool-to-help-shippers-navigate-speed-dilemma> to view the August 3, 2020 notice and link to the Journal of Commerce article providing more detail regarding APLL’s logistics emissions tool.

ATA FILES COMPLAINT OVER INTERMODAL CHASSIS OVERCHARGES

In a complaint dated August 17, 2020 the Intermodal Motor Carriers Conference (“IMCC”) of the American Trucking Associations, Inc. (“ATA”) filed with the Federal Maritime Commission (“FMC”), the IMCC alleges foreign-owned ocean shipping lines engaged in unjust and unreasonable conduct in violation of the Shipping Act of 1984. The IMCC seeks declaratory relief and an order to cease and desist alleging that as a result of Respondents unlawful actions, truckers and their customers for intermodal container chassis at ports and inland terminals throughout the United States have been overcharged.

According to the press release:

“For more than a decade, these foreign-owned companies have worked together to take advantage of hard-working American trucking companies,” said Bill Sullivan, ATA’s executive vice president for advocacy. “By denying truckers choice of equipment providers at port and inland locations, these unscrupulous companies have been forcing American truckers and American consumers to subsidize their costs to the tune of nearly \$1.8 billion—over the last three years alone.

Visit <https://www.trucking.org/news-insights/imcc-sues-ocema-stop-abuse-american-truckers> to view the press release and for links to the complaint.

PARCEL EXPRESS

PEAK SEASON SURCHARGES

Both United Parcel Service (“UPS”) and FedEx have announced “Peak Season” surcharges and the U.S. Postal Service (“USPS”) is seeking one for the first time.

In an unprecedented step, the USPS announced on August 14, 2020 that it had filed notice with the Postal Regulatory Commission (“PRC”) of a temporary price change to take effect October 18, 2020 and last until December 27, 2020. If approved by the PRC, the USPS price changes would be as follows:

Product	Current	Planned Increase
Parcel Select Destination Delivery Unit (DDU)	Starts at \$3.19	24 cents
Parcel Return Service	Starts at \$3.05	24 cents
Parcel Select Lightweight	Starts at \$1.81	24 cents
FCPS Commercial	Starts at \$2.74	25 cents
Priority Mail Commercial	Starts at \$7.02	40 cents
Parcel Select Ground	Starts at \$6.92	40 cents
Parcel Select DSCF	Starts at \$4.37	40 cents
Parcel Select DNDC	Starts at \$5.98	40 cents
Priority Mail Express Commercial	Starts at \$22.75	\$1.50

Visit <https://about.usps.com/newsroom/national-releases/2020/0814-usps-announces-temporary-price-increase.htm> to view the USPS press release.

On August 7, 2020 UPS announced “Peak Season” surcharges to become effective November 15, 2020 and continue through January 16, 2021. On August 20, 2020, UPS published updated Peak Season surcharge information, including Peak Surcharge rates for international shipments that will take effect beginning August 30, 2020 and continue to an as yet undetermined date.

Visit https://www.ups.com/assets/resources/media/en_US/2020_UPS_Peak_Surcharges.pdf to review UPS’ updated surcharge information.

On August 18, 2020 FedEx updated its Seasonal Peak Surcharges and Fees in anticipation of a surge in residential deliveries for the holiday peak season as a result of the COVID-19 pandemic. Depending on the service, the effective dates can run from October 5, 2020 to January 17, 2021 or some other time period.

Visit <https://www.fedex.com/en-us/shipping/current-rates/surcharges-and-fees.html#peak-surcharge> to review FedEx’s updated surcharge information.

With these service providers all seeking or implementing surcharges, it is important for shippers to carefully review what the impacts will be on their traffic, and negotiate the most favorable terms possible. If the prospect seems daunting, there are professional services that can help.

USPS BAILOUT?

In what has now become a political hot button, the finances and operations of the U.S. Postal Service have recently come under close scrutiny. Following is an August 10, 2020 article providing the author’s perspective and some background.

ARE USPS’ BOTTOM LINE IMPROVEMENTS REALLY ON THE WAY?

by Tony Nuzio, ICC Logistics Services, Inc.

For years now, (certainly too many to recall), we have been hearing about the financial woes of the United States Postal Service, (“USPS”). And, from what we have heard the news has never provided any hope that things would actually change for the better, except maybe until now.

You see, the new Postmaster General, logistics veteran Louis DeJoy, is committed to making positive changes at the USPS with a goal towards reducing long time deficits and hopefully even making a profit at some point in the not-to-distant future.

The USPS has struggled for a very long time with continued declining volumes of First Class and Marketing Mail wreaking havoc on USPS revenues. More impactful however is the USPS' almost \$34 Billion retiree health benefit pre-funding obligation, which it actually defaulted on from 2012 through 2016. It's a deep financial hole the USPS may never be able to fully recover from.

In order to overcome the continued poor financial conditions at the USPS, it will require a combination of strong cost cutting initiatives, along with implementing improved revenue generating policies the USPS can count on today and well into the future.

It's important to remember that on one side of the coin the USPS partners with the leading industry logistics service providers such as Amazon, FedEx and UPS as major global package delivery services. And, on the other side of the coin, they actually compete with those same industry leaders for their share of business.

With the tremendous growth of on-line shopping dramatically ramping up the need for residential deliveries growing as a result of the Covid-19 crisis, the USPS' delivery services are in a good position to grow exponentially but only if proper operational and sound financial structures are in place. And, this trend will continue long after the world gets back to normal, whatever that actually turns out to be.

So, placing logistics expert Louis DeJoy with over 35 years of industry experience at the helm of the US Postal Service is exactly what the doctor ordered and extremely timely. Mr. DeJoy's experience had him working in concert with such mega firms as Disney, Boeing, Verizon, United Technologies, not to mention working closely with the USPS. That's experience that can go a long way in the postal service's goal towards improving the agency's bottom line profitability.

There are several areas on the Postmaster General's radar screen, but perhaps none more revealing than the fact that Mr. DeJoy wants USPS staff to "leave mail behind at distribution centers if it delayed letter carriers from their route." This is the exact opposite of what has been Standard Operating Procedure at USPS, requiring postal workers not to leave mail behind and to make multiple delivery trips to deliver all the mail, if necessary.

By making multiple trips to deliver all of the mail and packages that are available for delivery, USPS projects that it costs upwards of \$200 Million annually in increased costs. The focus will now be on addressing what is causing those delays in the hopes of making necessary adjustments to improve the process.

Other cost-cutting measures being discussed include prohibiting overtime and cutting down on measures currently employed by local postmasters of augmenting local staffing issues.

These issues, if the USPS was managed in a purely business environment, would probably have been attacked many years ago and cost reduction efforts would be part of an ongoing process to assure profitability. In our opinion, the USPS must be managed just as any other business is managed in today's fast-paced business environment.

Having said that, we fully understand the challenges the USPS faces and clearly its needs are extremely complex. It will take much time to achieve many of these cost efficiencies, however with Mr. DeJoy at the helm we should start to see these improvements taking effect in the not-to-distant future; at least we hope that's the case!

To help the Postmaster General with his operational improvement and cost reduction efforts, the Department of the Treasury recently reached an agreement with USPS to provide up to a \$10 Billion loan

under provisions of the Cares Act. USPS would have usage of the loan proceeds for operating expenses if USPS determines that due to the Covid-19 emergency, it will not be able to fund operating expenses without borrowing money.

The loan availability, as well as the processes the Postmaster General has identified as critical issues to attack first, should go a long way towards assisting the USPS in its efforts towards attaining profitability. Let's at least hope that's what it does.

QUESTIONS & ANSWERS

by George Carl Pezold, Esq.

BILLS OF LADING – DRIVER SIGNATURES ON RELAY LOADS

Question: If a driver relays a load, does the (2nd) driver's signature need to be applied to the bill of lading? Or is it legal for the 2nd driver to haul the load with the previous driver's signature only? This question applies to both paper and electronic bills of lading.

Answer: I am assuming that the receiving carrier issued a "through bill of lading", i.e. one from the origin to final destination of the shipment. From your description it appears that the shipment could be "interlined" to another carrier for delivery, or merely that a second driver/power unit of the receiving carrier moves the shipment for part of the trip.

If so, in any event, the first driver's signature merely acknowledges receipt of the shipment by the receiving carrier, in good order and condition (unless otherwise noted on the bill of lading or receipt). A second driver's signature has no legal significance and would not be necessary.

FREIGHT CLAIMS – CARRIER OBLIGATION TO REPORT DISCREPANCY TO SHIPPER

Question: Is a transportation company under any obligation to report a discrepancy to a customer, particularly a refusal? If so, is there a time frame requirement?

Basically, will reporting or not have an impact on whether the claim should be paid?

Answer: I see that you work for a carrier that specializes in refrigerated transportation.

It should be obvious that it is important for a carrier to report when a shipment is refused or rejected by the consignee - particularly if it is something like fresh fruits and vegetables, frozen foods or other products that require refrigerated service.

A carrier does have the duty to protect the goods in its possession even if they have been refused or rejected, and delay in reporting to the shipper or owner will often affect the ability to take action to mitigate the loss, make salvage difficult, shorten shelf life, etc.

There are no "laws" or "regulations" about reporting discrepancies upon delivery, but certainly failure or delay in doing so can and often does result in additional damage.

NOTE - A nice response from the questioner:

Thank you Mr. Pezold. You actually answered exactly as I was hoping. New boss doesn't get it.

Hope to get him to one of the seminars when we are able to meet in groups again. I learned a lot from them.

Thank you very much!!

Stay safe!

RECENT CASE

FAILURE TO PLEAD CARMACK RESULTS IN LOSS OF CLAIM

The Western District of Wisconsin held that a truck broker forfeited the Carmack claim by failing to plead it or otherwise put the motor carrier on notice of the claim.

This case concerns a shipment that fell off a flatbed truck while still on the property of the manufacturer and shipper. IKON Transportation Services, Inc. ("IKON"), a transportation broker, arranged for a shipment from Advanced Containment Systems (the shipper) ("ACS") to be moved by motor carrier Freddy's Freight ("FF").

IKON enlisted FF to transport two "containment systems" manufactured by ACS, which resemble large, reinforced dumpsters, from Texas to Kentucky. After FF arrived at ACS with a semitractor and flatbed trailer ACS placed the containment systems on the trailer. The FF driver signed the bill of lading and began to secure the cargo. However, before he could finish securing the load, someone from ACS instructed him to move the truck to another location on the premises. The driver objected that he needed to secure the shipment before moving the truck, but ACS insisted. After the truck was moved, the unsecured containers slipped off the trailer, damaging them in an amount over \$90k.

IKON had a broker-carrier agreement with FF wherein FF generally agreed to assume liability for loss or damage of freight while it was in FF's custody and control. But there were exceptions to the general rule, mainly when freight was held up for reasons beyond FF's control, when FF would be liable only if it were negligent.

The case, originally brought in state court, was removed to the District Court on the basis of diversity, with an amount in controversy over \$75k (the claim against ACS was dismissed for lack of personal jurisdiction, leaving FF as the sole defendant).

When IKON commenced its lawsuit, it enumerated five counts: indemnification, negligent misrepresentation, unjust enrichment, and two counts of negligent breach of contract. It did not mention or allude to any federal statutory claim (Carmack). IKON first raised the issue of Carmack in its motion for summary judgment.

In denying IKON's summary judgment on Carmack, the court noted:

Although a complaint need not identify specific legal theories, "pleading is still vitally important to inform the opposing party of the grounds upon which a claim rests; a complaint is adequate only if it fairly notifies a defendant of matters sought to be litigated." *Conner v. Ill. Dep't of Natural Res.*, [413 F.3d 675](#), 679 (7th Cir. 2005). IKON says that Freddy's Freight had adequate notice of the Carmack Amendment claim because the broker-carrier agreement was "entirely consistent" with the Carmack Amendment and contained no express waiver of the rights or remedies it provided. Dkt. 55, at 3. But that's not sufficient. As IKON acknowledged at the motion hearing, the Carmack Amendment "generally preempts separate state-law causes of

action that a shipper might pursue against a carrier for lost or damaged goods." *REI Transp.*, 519 F.3d at 697. So when IKON pleaded a breach-of-contract claim, Freddy's Freight would have had no reason to know that IKON was also contemplating a claim under the Carmack Amendment. What's more, in response to a show-cause order from this court regarding diversity of citizenship, Dkt. 41, IKON voluntarily dismissed the defendant (an insurer) whose presence raised jurisdictional concerns. Dkt. 44. This suggested that, like defendants and the court, IKON was proceeding on the assumption that this court's jurisdiction was based solely on diversity rather than any federal cause of action. IKON did not provide Freddy's Freight with fair notice of the Carmack Amendment claim, so that claim is not properly in the case.

In a footnote to its reply brief, IKON asks for permission to amend its complaint to add the claim should the court conclude that IKON failed to adequately plead it. Dkt. 55, at 3 n.1. It says that Freddy's Freight hasn't been prejudiced by the tardy assertion of a Carmack Amendment claim because it was able to address the claim in its opposition to summary judgment. But the test for liability under the Carmack Amendment differs from the test for liability under the parties' broker-carrier agreement. *See REI Transp.*, 519 F.3d at 699 (discussing the elements of a Carmack Amendment claim). Freddy's Freight lacked notice that IKON was going to subject it to that test until summary judgment, giving it no prior opportunity to prepare a defense and, perhaps, challenge the Carmack Amendment claim with its own motion for summary judgment. The court should "freely give leave [to amend] when justice so requires," Fed. R. Civ. P. 15(a)(2), but IKON's request comes far too late. IKON has forfeited any claim to relief under the Carmack Amendment by failing to provide notice of it until summary judgment.¹ *See Clancy v. Office of Foreign Assets Control of U.S. Dep't of Treasury*, 559 F.3d 595, 606 (7th Cir. 2009) (district court did not abuse its discretion in declining to reach claim raised for the first time at summary judgment); *Conner*, 413 F.3d at 679 (same).

With regard to IKON's breach of contract claim, the Court declined to grant summary judgment because the question of whether it was negligent to move cargo in the yard while it was unsecured was a question that needed to be decided by a jury after hearing the facts.

Visit <https://www.leagle.com/decision/infeco20200630f00> to view the case.

NOTE: This case illustrates the importance of properly pleading an action. In general, it is allowed to plead an action in the alternative, even if one excludes the other. In this instance, a Carmack claim would have preempted the all the state law claims, but would have only required that IKON show that FF received the load in good order, failed to deliver it, and the amount of damages.

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 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>.

ADVERTISE IN THE TRANSDIGEST

TRANSDIGEST ADVERTISING

Full page and one-half page ads are now being accepted for the TRANSDIGEST. Reach a highly selective audience with information on your products and/or services at a reasonable cost. Rates are available for 3, 6 and 12 monthly issues, and include both print and electronic issues. For information contact Diane Smid or Stephen Beyer at (631) 549-8984.

MGM Marketing, Inc.

Providing Solutions for Freight Claims and Salvage Products



Call Kim at 800-214-7788



SEE

SAVE

CONTROL

Total Transportation Spend Management
Freight Audit Transformed



www.traxtech.com | 800-755-0110





HOW MANY freight claims do you file per month?

If it's more than 10, MyEZClaim Freight Claim Software can reduce your filing costs:

- ▶ Mine claim data to identify problem carriers or products
- ▶ Reduce filing time to just 15 minutes per claim
- ▶ Avoid missed deadlines with automated system alerts
- ▶ Cloud-based software as a Service (SaaS)

TranSolutions 480.473.2453 • TranSolutionsInc.com • Sales@MyEZClaim.com



TransAudit
Advanced Cost Recovery & Reduction Solutions

Trans Audit's transportation post payment audit delivers **maximum value** and **complete global coverage!**

- Expedient implementation with minimal Client involvement
- Insight and analytics to improve your carrier billing and payment processes
- Over a billion dollars of benefit delivered to our Clients

Don't let small transportation billing and payment errors grow into big problems!

www.transaudit.com
sales@transaudit.com

GLASBERGEN

©Glasbergen / glasbergen.com

The Transportation & Logistics Council, Inc.

Phone: (631) 549-8984

120 Main Street, Huntington, NY 11743

Fax: (631) 549-8962

E-Mail: 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
- **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.

How did you hear about TLC?

- ☐ **Internet** ☐ **Email**
- ☐ Seminar/Meeting. Please specify location _____
- ☐ Referred by _____
- ☐ Other _____

*Please return completed Membership Application Form along with your payment to:
TLC, 120 Main Street, Huntington, NY 11743*

Membership Application Form

Name:		Title:	
Company Name:			
Address: (STREET ADDRESS ONLY - UPS DOES NOT SHIP TO P.O. BOXES)			
City:		State:	Zip: -
Phone: ()	Fax: ()	Email:	
Description / Type of Membership	Quantity	Fee	Total
Regular Member [includes email subscription to TransDigest]		\$395.00	\$
Multiple Subscriber [includes email subscription to TransDigest]		\$200.00	\$
Associate Member [includes email subscription to TransDigest]		\$345.00	\$
Non-Member Introductory Subscriber [email subscription to TRANSDIGEST only]		\$150.00	\$
* <i>Optional</i> : Printed version of TRANSDIGEST by USPS [added to membership fee]		\$50.00	\$
TOTAL PAID (Make Checks Payable to "TLC"):			\$
Credit Card Information			
• MasterCard • VISA • AmEx	Credit Card No.	Exp: (/)	
Name on CC :	Address (if different than mailing address) :	CVV:	

It's Back Again! Now in Soft Cover

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.

Order Form

Fill out the information below, detach and send with your payment to: **TLC, 120 Main St., Huntington, NY 11743**

Or email diane@transportlaw.com

Name:		Position:		
Company Name:				
Address: (STREET ADDRESS ONLY – UPS DOES NOT SHIP TO P.O.BOXES)				
City:		State:	Zip:	
Phone: ()		Email:		
Item #	Description	Qty	Price	Total
597	Freight Claims in Plain English 4 th Ed. Soft Cover		\$149.00	\$
597 – NM	Freight Claims in Plain English 4 th Ed. Soft Cover		\$159.00	
TOTAL ENCLOSED				\$
Credit Card Information				
[MC] [VISA] [AE]		Credit Card Number :		Exp (/)
		Billing Zip Code :		CVV:

BRAND NEW!



NOW AVAILABLE IN PRINT OR ON CD!

Transportation & Logistics 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.

The answers range from simple advice to thorough explanations of the legal principles based on the authors' extensive experience in transportation law.

Transportation & Logistics - Q&A in Plain English is excellent resource of advice and knowledge about everyday problems in transportation and logistics, and a great training tool for anyone starting out in the transportation and logistics profession.

Between this new eleventh edition and the previous ones, the authors have created a virtual encyclopedia of almost every conceivable question that can come up. You can't find this kind of information anywhere else.

AVAILABLE NOW in soft cover (175 pages, with Table of Contents), or on searchable CD (with instructions on "How to Use this CD"). Price: Members \$60; Non-Members \$70 This includes FREE shipping in the 48 Contiguous United States! To order, log on to www.TLCouncil.org or call (631) 549-8984.

Order Form

Fill out the information below, detach and send with your payment to: **TLC, 120 Main St., Huntington, NY 11743**

Name:		Position:		
Company Name:				
Address: (STREET ADDRESS ONLY – UPS DOES NOT SHIP TO P.O.BOXES)				
City:		State:	Zip:	
Phone: ()		Email:		
Item #	Description	Qty	Price	Total
595	Q & A in Plain English – Book XI (T&LC Member)		\$ 60.00	\$
595-NM	Q & A in Plain English – Book XI (Non-Member)		\$ 70.00	\$
596	Q & A in Plain English – Book XI on CD (T&LC Member)		\$ 60.00	\$
596-NM	Q & A in Plain English – Book XI on CD (Non-Member)		\$ 70.00	\$
CREDIT CARD INFORMATION				
Credit Card #		MC <input type="checkbox"/>	VISA <input type="checkbox"/>	AE <input type="checkbox"/>
Name on Card		CVV:	Exp. Month/Year:	
Billing Address (if different)				