

# ***TRANSDIGEST***

**Transportation & Logistics Council, Inc.**

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**Stephen W. Beyer**, Editor

**VOLUME XXVI, ISSUE NO. 277, MARCH 2021**

## **T&LC “Virtual” Spring Seminars**

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- **Ocean Rates on the Increase Again**
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- **Special Supplement: Concealed Damage & Shortage**

***NEW! IN A SOFT COVER EDITION!***

***FREIGHT CLAIMS IN PLAIN ENGLISH (4<sup>TH</sup> ED.)***

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## GUEST EDITORIAL

### TRANSPORTATION DOESN'T STOP...EVER

By Aaron Schmidt, Regional V.P., NFI Industries

The past year has been an unexpected ride that, it's safe to say, nobody could have predicted. As I write this, I think back to the day, almost one year exactly, that everyone's world changed, COVID-19 had arrived and wasn't going away anytime soon. I can remember thinking, when could this possibly be over? How long will this last? Are we really going to have to quarantine for an entire year? or more? To me, that was difficult to wrap my head around. The questions about the future never seemed to end.

As we continued into the spring and summer, we had a new daily update. The daily number of infections and the death toll. The fact that we were living through a pandemic with real time updates of infection and death rates. It seems pretty grim when you stop to think about it. Day after day, we learned to live wearing a mask wherever we went and made sure we gave everyone social distance. Our world had indeed changed and fast. Through lockdowns, safety at home and in small numbers, we figured out how to navigate the uncertainty to the best of our knowledge.

Now as we end the first quarter of 2021, there is a light at the end of the tunnel. Vaccines have been rolling out for a few months now and the population begins to emerge from our cocoons that we have been living in for the past 12 months. But when I stop to think about it, transportation and logistics has been in the spotlight throughout this entire fiasco. Whether it was how fast companies could get PPE and sanitizing products to the population to protect themselves. The incredible increase in demand for home delivery, driven by the fact that people needed to stay home. And now with getting the vaccine distributed and into the arms of the public as quickly as possible.

In a world of uncertainty, I have noticed one thing that is certain. Our world would not be able to overcome all of these challenges without transportation and logistics professionals. Whether it's truck drivers, warehouse workers, parcel carriers, delivery drivers, office workers, and so on, they have all had a major impact on keeping our world from coming to a stop. The world of transportation and logistics has stepped up in a big way to get us through a very difficult period in our history. THANK YOU to all to the transportation and logistics professionals that have been resilient in the face of this pandemic, we wouldn't be here without you.

## ASSOCIATION NEWS

### T&LC'S VIRTUAL SPRING SEMINARS

For over 47 years the Transportation & Logistics Council ("T&LC") has become known by its mission "Education for Transportation Professionals". One of the featured sessions at the Annual Conference each Spring and again in the Fall has been three very popular full-day seminars that we are now presenting as "Virtual Seminars":

- Freight Claims in Plain English
- Contracting for Transportation and Logistics Services
- Transportation Logistics and the Law

All three seminars will be in an interactive format allowing for interactions with the presenter and the other attendees.

Visit [https://www.tlcouncil.org/sites/default/files/2021\\_virtual\\_spring\\_registration\\_form\\_fill\\_0.pdf](https://www.tlcouncil.org/sites/default/files/2021_virtual_spring_registration_form_fill_0.pdf) for a fillable registration form or see attached.

#### **Transportation, Logistics and the Law Presented by Brent Wm. Primus, J.D.**

This course is designed for shippers, brokers, and carriers to provide a basic working knowledge of the laws & regulations governing the supply chain to use in their day-to-day jobs.

The course also serves as a foundation for the Freight Claims in Plain English and the Contracting for Transportation and Logistics Services Spring Seminars.

The first and second day of the course will focus on motor carriers, brokers, and surface freight forwarders.

The third day of the course will focus on the function of a bill of lading, with or without an individually negotiated contract in place... and the role of the National Motor Freight Classification (NMFC).

The fourth day will be all about the money: freight charge payment and collection including the so-called "double payment problem".

Registrants will be provided with 190+ pages of critical statutes, critical regulations, and an appendix containing additional materials in PDF format.

Tuesday, April 6th 1:00 p.m. – 2:30 EST  
Thursday, April 8th 1:00 p.m. – 2:30 EST  
Tuesday, April 13th 1:00 p.m. – 2:30 EST  
Thursday, April 15th 1:00 p.m. – 2:30 EST

6 total hour course being held in 4 sessions.  
Members \$425 and Non-Members \$525

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#### **Freight Claims in Plain English Presented by Gerard F. Smith, Esq.**

Based on the popular 4<sup>th</sup> Edition of *Freight Claims in Plain English*, authored by George Carl Pezold & William J. Augello, which is often referred to as the "Bible" on freight claims. This is a "soup to nuts"

seminar covering a wide range of issues and topics related to freight claims and freight claim recovery, such as the basics of liability for loss and damage to freight in transit, bills of lading, burdens of proof, defenses, damages, limitations of liability, time limits, liability of carriers, freight forwarders, warehousemen, and other intermediaries. It will define the liability of a broker for negligence, negligent hiring, breach of contract or when a broker holds itself out to be a carrier. It will explain how to assist your customer in filing a claim against a carrier, the measure of damages, and the proof required for a claim against a carrier.

Whoever has the responsibility for dealing with freight claims, whether a manager, supervisor, or clerk, must be capable of reading, understanding, and applying different legal decisions, contracts, tariff rules, statutes, treaties, and government regulations. In addition, they must possess the attributes of an investigator, an arbitrator, a diplomat, a negotiator, and a bill collector. This course is designed to assist claims personnel at all levels obtain the basis degree of knowledge, training, and professionalism to fulfill those responsibilities.

It is hoped that this course will better prepare you to resolve claims in a more enlightened, legalistic, and professional manner, thus reducing the need for litigation to resolve such disputes.

Tuesday, April 20<sup>th</sup> through Friday, April 23<sup>rd</sup> 2:00pm - 4:00pm EST  
8 hour course being held in 4 sessions  
Members \$550 and Non-Members \$650

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### **Contracting for Transportation and Logistics Services Presented by Raymond A. Selvaggio, Esq.**

An intensive program on the practical and legal aspects of contracting for transportation and logistics services. Learn different techniques about drafting and negotiating transportation contracts, such as the “do’s” and “don’ts” of contracting. Also included is a review of important legal principles, statutes, and regulations affecting the contracting process, as well as a “walk through,” in-depth discussion of actual contract provisions, terms and conditions.

This course is for both purchasers and providers of transportation services with a focus on the contractual relationships among motor carriers, shippers, brokers and other 3PLs. Plus attendees will have a unique opportunity to discuss their specific contracting problems and issues with a knowledgeable transportation attorney.

Tuesday, April 27<sup>th</sup> & Thursday, April 29<sup>th</sup> 2:00pm - 4:00pm EST  
Tuesday, May 4<sup>th</sup> & Thursday, May 6<sup>th</sup> 2:00pm - 4:00pm EST  
8 hour course being held in 4 sessions  
Registrants will be shipped a copy of the Course Handbook at the time of registration  
Members \$550 and Non-Members \$650

### **SPONSOR OUR SPRING SEMINARS**

Sponsorship Includes:

- One complimentary registration
- Your logo included in all advertising, on the Virtual Learning tab of the website, zoom registration page and beginning of the virtual seminar
- Company name mentioned as a sponsor during each of the 4 sessions of the workshop

Please see attached sponsorship form or visit <https://files.constantcontact.com/9683842c001/0ca5c120-b0b9-4341-bb12-8bafc5ded85d.pdf>.

For more information contact: Katie Woerner or Diane Smid at 631-549-8984 or [diane@transportlaw.com](mailto:diane@transportlaw.com)

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## HUMOR

Random Nonsense. It's a year in and we are all getting tired of this.



Me, younger, full  
of hope and  
potential



Me now:





## MOTOR

### T&LC VIRTUAL WORKSHOPS – AWARENESS OF DIGITAL DUE DILIGENCE

A recent (February 25, 2021) article in the Journal of Commerce by Senior Editor William B. Cassidy titled *Shippers, LTL carriers clash over load counts: T&LC* discusses the content and value of a recent Transportation & Logistics Council virtual webinar. It should be noted that Mr. Cassidy was one of the panelists for the program, “The Crystal Ball-Transportation & Logistics After Covid”.

The article discusses the need for greater education, training, cooperation, and “due diligence” among shippers and their suppliers, vendors, carriers, and brokers regarding issues around electronic delivery receipts for less-than-truckload shipments.

One of the specific problems, exacerbated by COVID-19, has been the number of warehouses and loading docks that will not allow truck drivers on or near the dock, making it impossible for the driver to verify count or condition before loading or at delivery. More and more of the transportation documents are being processed digitally.

According to the article, “The proliferation of “no-touch” pickups and deliveries during the COVID-19 pandemic is leading to an increase in disputes over LTL shortage and damage claims”.

Workshop attendees got to participate in an in-depth discussion of these, and other issues with professionals at the forefront of the transportation and logistics industry. These Workshops provide an invaluable opportunity for attendees to learn and share experiences in real time.

Visit [https://www.joc.com/trucking-logistics/ltl-trucking-logistics/shippers-ltl-carriers-clash-over-load-counts-tlc\\_20210225.html](https://www.joc.com/trucking-logistics/ltl-trucking-logistics/shippers-ltl-carriers-clash-over-load-counts-tlc_20210225.html) to view William Cassidy’s article.

### DRIVER CLASSIFICATION

The dichotomy of thought on the subject of employee versus independent contractor appears to be growing. It seems there are two separate universes. In one, the growth of the “gig economy” is killing jobs as companies force workers to become independent contractors, so the company can save money by



eliminating employee costs and benefits. In the other, the legislative push to make it very difficult for workers to qualify as independent contractors is killing jobs by forcing companies to hire more expensive employees, and not allowing workers and companies the flexibility independent contractors provide. The dividing point whether workers are one or the other appears to be whether their status is by their own choice, or forced by circumstance.

Many who work as independent contractors are afraid proposed legislation will destroy their livelihood and freedom, while those forced to work as independent contractors want the security and benefits of being an employee. There is a distinction between low-paid service workers and higher-paid professional consultants who are independent by choice.

We have previously discussed the federal legislation, the Protecting the Right to Organize (“PRO”) Act (H.R. 842), that would codify the ABC test that became law in California as Assembly Bill 5 (“AB5”) (see TRANSDIGEST 276). It is the “B” prong of the ABC test that creates the problem, that “the service is performed outside the usual course of the business of the employer”.

While our focus in the TRANSDIGEST is primarily on transportation related matters, the PRO Act’s impacts will be far ranging. As a 2/11/20 article in *Forbes* magazine\* points out:

There are many ways to describe gig workers, and here are a few classifications:

- Consultant
- Contingent worker
- Flexible worker
- Free agent
- Freelancer
- Moonlighter
- On-call worker
- Part-time worker
- Platform worker
- Project-based worker
- Self-employed worker
- Temporary worker

The 1099-M contractors who are independent contractors, are often hired for their skillset on a project basis. These skilled, tenured workers tend to be older, highly educated and choose to work on what they enjoy. Close to one-third of 1099-M gig workers, 30%, are aged 55 or older. For some, their gig work is supplemental income to their retirement savings. Another group includes short-term W-2 employees who are younger, less educated, have a lower income, and are typically working on a seasonal or on-call hire basis.

More than 70% of 1099-M gig workers say they are working independently by their own choice, not because they can’t find a 9-to-5 job, the report shows. Most seem happy with gig work and place a premium on flexibility as a driving motivation behind their decision, over financial security or benefits. In fact, 60% of 1099-M gig workers say they will continue to gig for the next three years.

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\* [https://www.forbes.com/sites/joemckendrick/2020/02/11/understanding-the-gig-economys-workers-bees/?sh=567842a3fe97](https://www.forbes.com/sites/joemckendrick/2020/02/11/understanding-the-gig-economys-workers/?sh=567842a3fe97)

As a *Forbes* article<sup>\*</sup> reported, as of 2019 some 35% of U.S. workers were freelancing, or up to 57 million, and most of them want to keep it that way.

The result is a wide-spread opposition amongst independent contractors against the PRO Act as it is currently drafted. This is the type of legislation that needs finesse rather than a bludgeon to accomplish its stated goal. There is a need to protect workers from abuse, but there must also be a means to allow workers to enter into arrangements of their own free choice.

The U.S. Department of Labor had attempted to provide such clarity when it proposed a rule to determine independent contractor status that was to go into effect May 7, 2021. According to the DoL, the rule would promote “certainty for stakeholders, reduce litigation and encourage innovation in the economy.” Unfortunately, it was killed by the regulatory freeze imposed by the new administration and the DoL withdrew the proposed rule.

In the meantime, states continue to try to resolve this contentious issue with some following California’s lead with more restrictive rules and others, like West Virginia, taking a more practical approach. Under the bill, titled “West Virginia Employment Law Worker Classification Act,” (S. 272)<sup>†</sup> approved by the governor on March 19 with an effective date June 9, 2021, a person shall be classified as an independent contractor if:

(1) The person signs a written contract with the principal, in substantial compliance with the terms of this subsection, that states the principal’s intent to engage the services of the person as an independent contractor and contains acknowledgements that the person understands that he or she is:

(A) Providing services for the principal as an independent contractor;

(B) Not going to be treated as an employee of the principal;

(C) Not going to be provided by the principal with either workers’ compensation or unemployment compensation benefits;

(D) Obligated to pay all applicable federal and state income taxes, if any, on any moneys earned pursuant to the contractual relationship, and that the principal will not make any tax withholdings from any payments from the principal; and

(E) Responsible for the majority of supplies and other variable expenses that he or she incurs in connection with performing the contracted services unless: The expenses are for travel that is not local; the expenses are reimbursed under an express provision of the contract; or the supplies or expenses reimbursed are commonly reimbursed under industry practice; and

(2) The person:

(A) Has either filed, or is contractually required to file, in regard to the fees earned from the work, an income tax return with the appropriate federal, state, and local agencies for a business or for earnings from self-employment; or

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<sup>\*</sup> <https://www.forbes.com/sites/elainepofeldt/2019/10/05/full-time-freelancing-lures-more-americans/?sh=29d33e837259>

<sup>†</sup> [https://www.wvlegislature.gov/Bill\\_Status/bills\\_text.cfm?billdoc=SB272%20SUB1%20ENR.htm&yr=2021&sesstype=RS&i=272](https://www.wvlegislature.gov/Bill_Status/bills_text.cfm?billdoc=SB272%20SUB1%20ENR.htm&yr=2021&sesstype=RS&i=272)



(B) Provides his or her services through a business entity, including, but not limited to, a partnership, limited liability company or corporation, or through a sole proprietorship registered with a “doing business as” as required under state or local law; and

(3) With the exception of the exercise of control necessary to ensure compliance with statutory, regulatory, licensing, permitting, or other similar obligations required by a governmental or regulatory entity, or to protect persons or property, or to protect a franchise brand, the person actually and directly controls the manner and means by which the work is to be accomplished, even though he or she may not have control over the final result of the work. *Provided*, That the required deployment, implementation, or use of any safety improvement by an independent contractor as required by contract or otherwise shall not be considered when evaluating status as an employee or independent contractor under any state law. For purposes of this section, “safety improvement” shall mean any device, equipment, software, technology, procedure, training, policy, program, or operational practice intended and primarily used to improve or facilitate compliance with state, federal, or local safety laws or regulations or general safety concerns. This provision is satisfied even though the principal may provide orientation, information, guidance, or suggestions about the principal’s products, business, services, customers and operating systems, and training otherwise required by law; and

(4) The person satisfies three or more of the following criteria:

(A) Except for an agreement with the principal relating to final completion or final delivery time or schedule, range of work hours, or the time entertainment is to be presented if the work contracted for is entertainment, the person has control over the amount of time personally spent providing services;

(B) Except for services that can only be performed at specific locations, the person has control over where the services are performed;

(C) The person is not required to work exclusively for one principal unless:

(i) A law, regulation, or ordinance prohibits the person from providing services to more than one principal; or

(ii) A license or permit that the person is required to maintain in order to perform the work limits the person to working for only one principal at a time or requires identification of the principal;

(D) The person is free to exercise independent initiative in soliciting others to purchase his or her services;

(E) The person is free to hire employees or to contract with assistants, helpers, or substitutes to perform all or some of the work;

(F) The person cannot be required to perform additional services without a new or modified contract;

(G) The person obtains a license or other permission from the principal to utilize any workspace of the principal in order to perform the work for which the person was engaged;

(H) The principal has been subject to an employment audit by the Internal Revenue Service (IRS) and the IRS has not reclassified the person to be an employee or has not reclassified the category of workers to be employees;

(I) The person is responsible for maintaining and bearing the costs of any required business licenses, insurance, certifications, or permits required to perform the services; or

(5) The person satisfies the definition of a direct seller under Section 3508(b)(2) of the Internal Revenue Code of 1986.

As stated in the bill, “Clarity in a worker’s classification allows businesses to comply with applicable laws, provides workers with certainty as to their benefits and obligations, and minimizes unnecessary mistakes, litigation, risk, and legal exposure laws concerning workers’ compensation”.

The legislation also provides that all workers who do not satisfy these criteria will be classified as employees and that nothing in the legislation requires a principal to classify a worker who meets these criteria as an independent contractor; the principal is always free to hire the worker as an employee.

One might hope that the Federal government, in seeking to pass the PRO Act, would take a close look at West Virginia’s attempt to resolve this problem for some well thought out guidance.

## TOWING INVOICE SCAM

When vehicles have accidents or go off the road, in many cases the towing services are “nonconsensual”, which means that the trucker did not request that tow company’s services. While most tow operators provide their services at a reasonable rate, some will take advantage of the situation to gouge the customer.

A recent *Transport Topics* article\* provided an example describing how a Wisconsin motor carrier got a \$202,000 removal and towing bill after one of its tractor-trailer rigs had to be pulled from a ditch on I-64 in Virginia.

According to the article, there were some questions regarding the services provided, essentially whether it was a simple routine tow or a more complex salvage operation involving a rig that had rolled-over and spilled cargo and diesel fuel. In any event, the invoice was eventually negotiated down to \$90,000, which the motor carrier still felt was excessive for the services provided.

After receiving reports of egregious towing bills, the American Trucking Associations’ National Accounting & Finance Council (“NAFC”) established a new survey on March 10, 2021 (a previous one had been conducted three years ago) seeking input on towing problems.†

The NAFC is creating a towing task force that will release a guide on how to prevent becoming a victim of billing fraud both pre- and post-tow, simple steps such as documenting what equipment was on-site and educating drivers not to sign consent to tow forms so as to save carriers thousands of dollars and hours of wasted time. The task force also aims to provide model legislation that would provide protection to consumers from towing companies and another that would outlaw “runners”, who solicit for tow services at the scene of an accident without being requested by law enforcement or any parties involved in the accident.

Visit [https://docs.google.com/forms/d/e/1FAIpQLSdwmQZCSNBuDHyrOv2SEPr-wX5fCvWSDQor-FfV\\_caJM\\_Jt0w/viewform](https://docs.google.com/forms/d/e/1FAIpQLSdwmQZCSNBuDHyrOv2SEPr-wX5fCvWSDQor-FfV_caJM_Jt0w/viewform) to participate in the survey.

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\* <https://www.ttnews.com/articles/officials-call-202000-towing-bill-textbook-example-scam>

† <https://www.ttnews.com/articles/ata-task-force-pursue-predatory-towing-crash-scenes>

## TRUCKING BOTTLENECKS

The American Transportation Research Institute (“ATRI”) has released its annual list highlighting the most congested bottlenecks for trucks in America, *Top 100 Truck Bottlenecks – 2021*. According to the announcement:

Measuring the performance of freight movement across our nation’s highways is critical to understanding where and at what level investment should be made. The information provided through this effort empowers decision-making in both the private and public sectors by helping stakeholders better understand the severity of congestion and mobility constraints on the U.S. highway transportation system. This is of particular importance as the nation weighs the needs and resources available for transportation funding.

On a state and local level, this research can inform local investment decisions that can directly improve supply chain efficiency. ATRI’s bottleneck analysis incorporates and synthesizes several unique components, including a massive database of truck GPS data at freight-significant locations throughout the U.S., and an algorithm that quantifies the impact of congestion on truck-based freight. In addition, the annual reports provide a chronological repository of mobility profiles, allowing congestion changes to be assessed over time. This allows transportation analysts and planners to conduct performance benchmarking and identification of influential factors contributing to congestion and the requisite consequences on freight mobility.

The 2021 Top Truck Bottleneck list measures the level of truck-involved congestion at over 300 locations on the national highway system. For the third year in a row, the intersection of I-95 and SR 4 in Fort Lee, New Jersey is once again the Number One freight bottleneck in the country.

Visit <https://truckingresearch.org/2021/02/23/2021-top-truck-bottlenecks/> to view the list and analysis.

## MOTOR CARRIER INSURANCE COST

On March 23, 2021 the American Transportation Research Institute (“ATRI”) launched a new data collection initiative to better understand the rising costs of trucking insurance and how those costs are ultimately impacting the industry’s overall operational costs. According to the announcement:

Motor carriers are asked to provide data through an online data collection form that will quantify changes in deductibles, excess insurance over minimum requirements, and how drivers and fleets are balancing insurance costs against rising risk levels. The research will be complementary to ATRI’s annual Operational Costs of Trucking, but will provide more granular detail on one of the most volatile cost centers in the annual analysis.

Visit <https://truckingresearch.org/2021/03/23/survey-understanding-the-impact-of-rising-insurance-costs/> to participate in the survey.

## INFRASTRUCTURE AND VMT TAX

While major federal infrastructure legislation currently being proposed, there is one aspect of highway funding that has been the subject of ongoing debate, and that is the use of a “vehicle miles traveled” (“VMT”) tax versus the current gas tax.

The Highway Trust Fund is the primary source of federal funding used by state governments to maintain and improve U.S. surface transportation infrastructure. The majority of annual federal HTF revenues, which typically total nearly \$40 billion, derive from a per-gallon federal excise tax on motor fuels used to power automobiles and trucks. In part, this tax acts as a road user fee, with larger vehicles (e.g. Class 8 tractor-

trailers with low miles-per-gallon paying substantially more per mile for use than smaller vehicles (e.g. compact cars with very high MPG).

However, between inflation, increased fuel efficiency and the fact that the last federal fuel tax increase was in 1993, the HTF annually faces a funding shortfall even though actual dollars collected have gone up. This will only get worse as more electric powered vehicles replace gasoline and diesel powered vehicles, as these vehicles don't pay any motor fuel taxes. One alternative to make all users pay is to impose a VMT tax.

On March 17, 2021 the American Transportation Research Institute ("ATRI") released its new report detailing the costs of deploying a national VMT tax. According to the press release:

It was found that replacing the federal fuel tax with a VMT tax that is assessed on 272 million private vehicles could result in collection costs of more than \$20 billion annually – or 300 times higher than the federal fuel tax. The central reason for this large increase in costs is the shift in collection points – from a couple hundred fuel terminal operators to every registered motor vehicle in the U.S.

"It's clear that a VMT tax is a far more complicated and costly replacement for the fuel tax than many had anticipated," said James Burg Trucking Company President and CEO Jim Burg. "If a system like this is going to work for everyone, many years of thoughtful planning and federal leadership are needed."

Additionally, the report found that hardware costs alone would have an initial price tag of \$13.6 billion and require ongoing replacement, telecommunications costs would be approximately \$13 billion annually, and account administration would be an additional \$4.3 billion each year. On top of these costs, credit card transactions for electronic payment and even the shipping costs for the hardware could each cost more than \$1 billion.

Visit <https://truckingresearch.org/2021/03/17/new-research-documents-the-realities-of-a-national-vehicle-miles-traveled-tax/> for more information and access to report.

## OCEAN

### OCEAN FREIGHT GRI DÉJÀ VU<sup>3</sup>!

by Tony Nuzio, ICC Logistics Services

Once again the ocean carriers providing services from Asia to North America are planning a new General Rate Increase (GRI). This latest GRI will become effective on April 1, 2021. The rate increase has been filed 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 – April 1, 2021**

**USD 900 / 20'**

**USD 1,000 / 40'**

**USD 1,125 / 40' HQ**

**USD 1,125 / 40' Reefer**

**USD 1,266 / 45'**

**USD 1,600 / 53'**

Obviously it is not possible to predict the future market based on the current trade conditions, however we think it's been quite clear for some time now that we have not seen the last of these General Rate Increase.

## QUESTIONS & ANSWERS

by George Carl Pezold, Esq.

### FREIGHT CLAIMS – WITH WHOM AND BY WHEN TO FILE

**Question:** The carrier's truck went into a ditch and had to be pulled out. There was damage noted on the bill of lading and pictures were taken. A claim was filed with wrong broker and was not discovered for 6 months.

The claim was then submitted with the proper broker and carrier insurance refused the claim, saying too much time had passed. Motor carrier and their insurance carrier will not proceed as they state that there is no way to identify the damage took place prior to delivery. What options are available to settle this \$10,000 claim?

**Answer:** First of all it would be the carrier (not its insurer) that is liable for the loss or damage. If a claim was filed with the carrier that transported the shipment - either by the shipper or by the broker on behalf of shipper within the time limit in the bill of lading or carrier's tariff (which cannot be less than 9 months from the date of loss) the carrier would not be able to assert the time limit as a defense.

The carrier's insurance is a separate matter. It may be that the insurance policy requires the insured to notify the insurer promptly or within a specified time of any claims and that failure to do so is a reason for the insurer to decline coverage under the policy.

Unfortunately you have no recourse against the insurer. If you intend to pursue legal action to collect this claim you would need to sue the carrier and meet the time limits in 49 USC § 14706(e)(1), which are filing a proper claim with the carrier within 9 months and initiating a lawsuit within two years from when the carrier gave written notice that the claim had been disallowed.

### FREIGHT CLAIMS – GETTING TOW COMPANY TO RELEASE FREIGHT

**Question:** I work in the Operations department of a fairly decently-sized third party logistics provider ("3PL") and one of my primary duties is handling freight/cargo claims (both internal and managing external communications and follow up with policy adjusters on external cargo claims). I keep coming across a particular problem (especially following the fiasco that describes Texas' recent general climate issues) where trucks we've contracted with are involved in motor vehicle accidents requiring a tow. The tow-yards are not allowing us to retrieve cargo from trailers that were involved in the tow, without first being paid their tow invoice in its entirety.

While I know that the laws governing the towing industry vary from state to state when it comes to carriers hauling loads in interstate travel, it would seem to me that holding said cargo in such a fashion would be illegal, but I would've thought that I would be able to find some federal regulations, FMCSA advisory opinions, something – anything, speaking on this subject and I'm at a true loss. Am I not looking hard enough?

I've asked industry colleagues who've offered anecdotal evidence speaking to such but being that you are THE authority on transportation law and freight matters, my simple question is - when it comes to cargo traveling interstate via motor carrier, who then (the carrier in question) requires the assistance of a private

tow company for some reason, are there any federal laws/regulations/opinions/case precedent, etc. that speaks to, or on, whether a tow-company is legally allowed to hold on to cargo and disallow the retrieval of it by a 3rd party who owes no money to the tow-yard?

Thanks in advance for all that you do!

**Answer:** This is not the first time that we have had a question about a towing company holding equipment and freight hostage for its towing charges.

First it is necessary to distinguish between a carrier's lien on the goods for its freight charges.

The Federal Bill of Lading Act, 49 U.S.C. § 80110, recognizes a carrier's lien on "goods covered by a bill of lading" and says that the carrier must deliver the shipment upon an offer "in good faith to satisfy the lien of the carrier on the goods..."

The common law, which has been codified in the United States in Section 7-307 of the Uniform Commercial Code reads as follows:

7- 307, Lien of Carrier.

(a) A carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier's receipt of the goods for storage or transportation, including demurrage and terminal charges, and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law.

I am not aware of any "federal laws/regulations/opinions/case precedent, etc." that would be applicable to the situation that you have described with towing charges.

In most all states a towing company has a lien on the vehicle for its towing and storage charges and can hold the vehicle until it has been paid. However, as a general rule, the towing company does NOT have a lien on the cargo. If the towing company refuses to release the cargo, it would give the owner of the goods a cause of action for "conversion", with the right to get a court order requiring the carrier to release the shipment, and also to recover any damages it may have sustained as a result of the carrier's tortious actions.

I am only familiar with the law in New York. Here is part of a memorandum that I did a few years ago:

"Pursuant to Lien Law § 184(1), a garage keeper who tows, stores, repairs, maintains or otherwise furnishes services or supplies to a motor vehicle, at the request or with the consent of the owner, has a lien upon such vehicle to the extent of the sum due for the services performed. A garage keeper may maintain a lien against a vehicle where the garage keeper performed garage services or stored the vehicle with the owner's consent for an agreed upon price or, in the absence of an agreement, for a reasonable price. *General Motors Acceptance Corp. v. Anthony J. Minervini, Inc.*, 301 A.D.2d 940 (3d Dept. 2003).

"§ 184 of the Lien Law, which is in derogation of common law, must be strictly construed. *Phillips v. Catania*, 155 A.D.2d 866 (4th Dept. 1989). It is the garage keeper's burden to establish that it has performed garage services or stored the vehicle with the owner's consent. *National Union Fire Ins. Co. of Pittsburgh, Pa. v. Eland Motor Car Co., Inc.*, 85 N.Y.2d (1995), clarification denied 87 N.Y.2d 1002 (1996). A lien is specific to the vehicle upon which repairs were made (*National Union*, supra at p. 730)

"Thus, under New York law, there is authority for the towing company to assert a lien against the vehicle, but NOT against the cargo."



NOTE: Following is the Response/Thanks from the person who submitted this question:

George,

I just wanted to take a moment out of my day to sincerely thank you for your time, effort, and reply to my question (that I honestly posed on a whim and at a research “dead-end” so to speak, with little to no expectations of receiving a response from anyone). I also appreciate you taking the time to distinguish between the subject I was asking about specifically (cargo being held as “ransom” essentially for the payment of a tow invoice like some sort of internet lawyer’s version of a “mechanics lien” - LOL) and a carrier’s lien on the goods for its freight charges.

I was most pleased by the fact that your thoughts confirmed my own, as I was fairly confident that such a course of action taken, as described, by a tow company could possibly amount to common law conversion - in the interest of full disclosure, I have a good understanding of the law as I was a practicing attorney for a little over 5 years here in FL. Granted, I am not currently licensed to practice and haven’t in roughly 4+ years which is why I stopped short of coming to that conclusion (which was ironically in my initial question, and I erased it feeling like I didn’t want to get ahead of myself) and keeping it in my original question to the Council.

That brings me to the fact that I also very well understand that each state is different and that being licensed to practice in NY, you can only speak on NY law – the state of FL is unfortunately slightly behind the times and not as progressive as NY when it comes to regulations on predatory industries, but I’d imagine that the holding of cargo for tow bill “ransom” would be illegal across the board for a number of reasons but namely because 9.999 times out of 10, the owner of said cargo in this hypothetical is certainly not the carrier company who is the one responsible for the tow debt.

Because I’ve only been in this particular claims position for 3 months (I’ve been in the industry for 9 months now, first as a broker, and now in an area where I feel more comfortable operations/claims), I’ve been hesitant to bring out and wield my legal knowledge simply because I never practiced in transportation – that said, I’m finding that my background is more useful and applicable with every day more of experience that I get in this industry – one that I absolutely love and have found a passion for after joining the industry out of necessity when I was laid off due to COVID from my previous role as a Director of Operations for a large e-commerce barcoding and printing company.

Anyways, I digress - thank you very much once again for taking the time to answer my question and I greatly appreciated your thoughts on the matter, as well as, as I said, just taking the time out of your day to give me a good, well-reasoned answer to my question. In re: to your P.S. – funny enough, I just came across this website and organization recently and have been enamored with it. I’ve found your answers to questions applicable in my case load every single day. Your organization has greatly helped me in my job on a daily basis and I really think that you answering my question may have sealed the deal on my doing so. Have a great rest of your week!

## **FREIGHT CLAIMS – INSURANCE AND AUTONOMOUS TRUCKS**

**Question:** As self-driving (autonomous) trucks become more common, are there any issues that we should consider from a claims perspective?

**Answer:** That is an interesting question.

Regulations for self-driving technology are still developing, and laws vary from state to state. A number of states have already enacted legislation related to autonomous vehicles and legislation was introduced last September in the House called the “Safely Ensuring Lives Future Deployment and Research In Vehicle Evolution Act” or the “SELF DRIVE Act”.

As far as the risks of using “autonomous” trucks for transporting shipments I would think that a principal concern would be insurance to cover accidents causing injury to persons or property, and loss or damage to the goods being transported.

We know that all motor carriers that are registered with the U.S. Department of Transportation Federal Motor Carrier Safety Administration are required to carry automobile liability insurance (49 CFR Part 387 and the BMC 82 endorsement) for bodily injury and property damage (“BI/PD”).

The current regulations do not distinguish between whether the vehicle has a driver or is fully “autonomous”. Since these regulations are intended to protect the public - even though the underlying BI/PD policy may only cover specific vehicles or drivers that are listed in the policy - I would assume that the federal “public liability” insurance requirements would still apply to any commercial vehicle operated by the carrier.

I would also note that there are many other FMCSA regulations governing carrier operations: commercial vehicle safety regulations, driver qualifications, hours of service, etc. - but I doubt whether anyone has given any serious thought about their applicability to “autonomous” vehicles.

The federal regulations no longer require registered motor carriers to carry cargo liability insurance, but most responsible carriers do have cargo insurance. There is a question as to whether such policies would cover loss or damage if an autonomous vehicle is used to transport the goods. I would guess that it might be difficult to get insurance for cargo loss or damage and it will probably become an exclusion in these policies, at least until there is a track record upon which to base premiums.

## RAILROAD

### CANADIAN PACIFIC AND KANSAS CITY SOUTHERN RAILROADS PROPOSE MERGER

Canadian Pacific Railway and Kansas City Southern have announced merger plans in a \$29 billion deal that would create the only railroad connecting Canada, the United States and Mexico in a single network. Whether or not this merger ultimately goes forward will be determined after regulatory review.

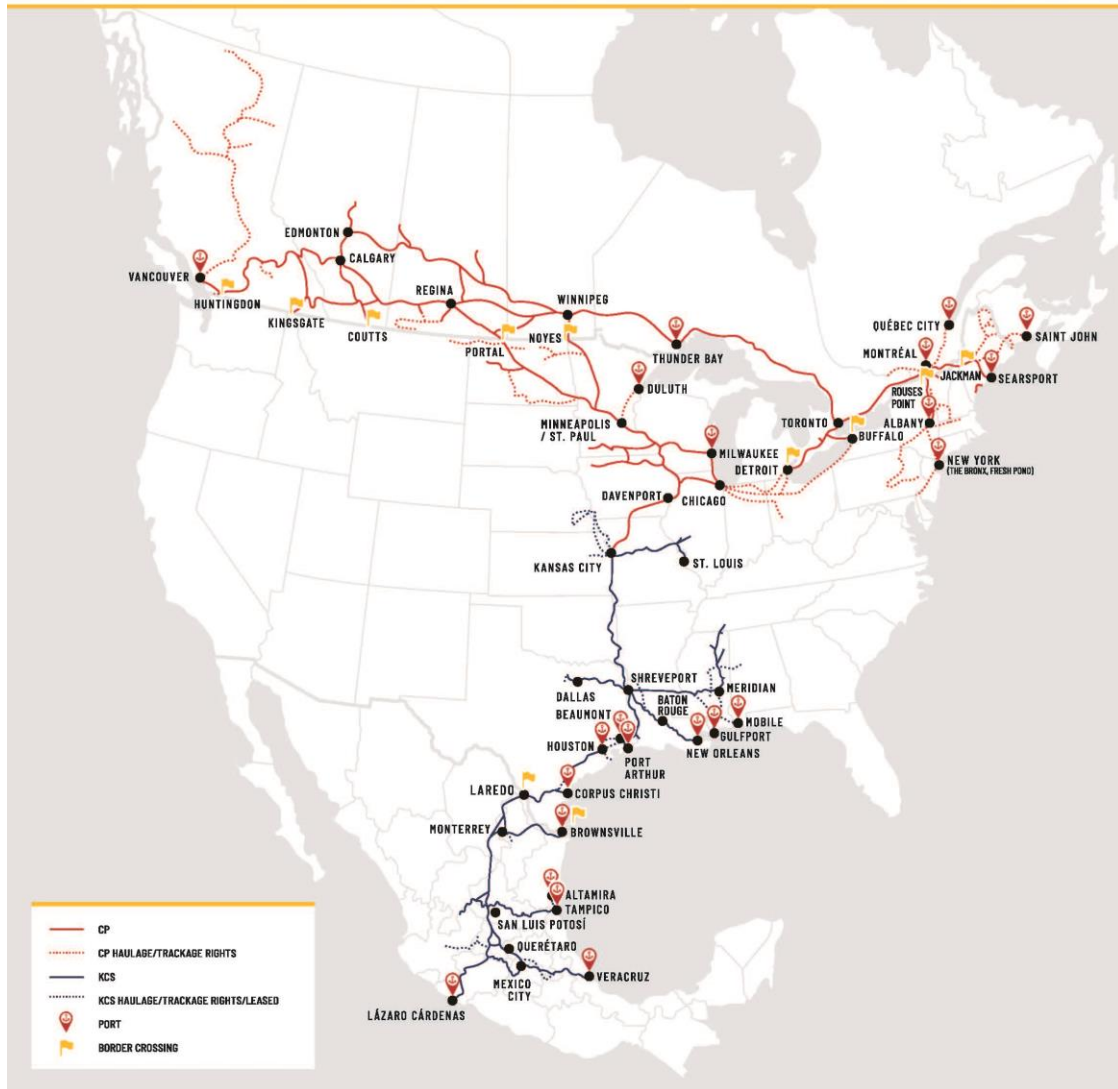
From the March 21, 2021 press release:

Following final approval from the Surface Transportation Board (“STB”), the transaction will combine the two railroads to create the first rail network connecting the U.S., Mexico, and Canada. Joining seamlessly in Kansas City, Mo., in America’s heartland, CP and KCS together will connect customers via single-network transportation offerings between points on CP’s system throughout Canada, the U.S. Midwest, and the U.S. Northeast and points on KCS’ system throughout Mexico and the South Central U.S.

The combined network’s new single-line offerings will deliver dramatically expanded market reach for customers served by CP and KCS, provide new competitive transportation service options, and support North American economic growth. The transaction is also expected to create jobs across the combined network. Additionally, efficiency and service improvements are expected to achieve meaningful environmental benefits.

While remaining the smallest of six U.S. Class 1 railroads by revenue, the combined company will be a much larger and more competitive network, operating approximately 20,000 miles of rail, employing close to 20,000 people and generating total revenues of approximately \$8.7 billion based on 2020 actual revenues.

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The proposed merger comes against the backdrop of two macroeconomic factors: the passage of the trade-related United States-Mexico-Canada Agreement (“USMCA”) and manufacturers’ growing appetite for nearshoring in the wake of the COVID-19 pandemic.

Visit <https://futureforfreight.com/investors/press-release/> to view the press release and for more detailed information visit <https://futureforfreight.com/>. Visit <https://futureforfreight.com/resources/> for more maps.

## CCPAC NEWS

### CCPAC NEWS

Established in 1981, 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](http://www.ccpac.com) for general information and membership in CCPAC or email [director@ccpac.com](mailto:director@ccpac.com).

CCPAC also has the following online presence:

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FaceBook Blog: [www.facebook.com/groups/410414592821010/](https://www.facebook.com/groups/410414592821010/)

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Twitter: [twitter.com/ccpac\\_1](https://twitter.com/ccpac_1)

Website [www.ccpac.com](http://www.ccpac.com)

## CLASSIFICATION

### FUTURE FREIGHT CLASSIFICATION DEVELOPMENT COUNCIL (“FCDC”) DOCKET

	<b>Docket 2021-2</b>
Docket Closing Date	April 8, 2021
Docket Issue Date	May 6, 2021
Deadline for Written Submissions and to Become a Party of Record	May 27, 2021
FCDC Meeting Date	June 8, 2021

Additional future meeting dates and locations are currently scheduled as follows:

June 8, 2021	Westin Portland Harborview, Portland ME
October 5, 2021	Westin Alexandria Old Town, Alexandria VA
February 8, 2022	Omni Royal Orleans, New Orleans LA
June, 2022	TBD
October 18, 2022	Hilton Alexandria Old Town, Alexandria VA

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

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**Special Supplement**

**CONCEALED DAMAGE AND SHORTAGE CLAIMS**

**By George Carl Pezold**

**The Basics**

**Concealed Damage or Shortage is defined as damage or shortage that is not discovered (or could not be discovered) until after the carrier has completed delivery of the goods. It can occur in three ways: (1) the goods were already damaged or were not loaded on the truck at origin; (2) there was damage, theft, pilferage, etc. while the goods were in the possession or control of the carrier, or (3) the loss, damage or shortage occurred after the carrier had completed delivery of the goods to the consignee.**

Although it is always a good practice for the consignee to inspect a shipment and to make a notation as to any loss or damage that can be observed at the time of delivery on the bill of lading or delivery receipt, often this is not, or cannot be done. Unfortunately, many carriers will decline a claim if there is a clear delivery or clean delivery receipt, or if the loss or damage is not reported within a certain number of days.

**Carrier Liability and Clear Delivery**

A common carrier is liable for loss, damage or delay to goods in its possession, with very limited defenses such as an Act of God, act or default of the shipper, and it also has the burden of proving that it is free from any negligence that may have caused or contributed to the loss. The claimant has a relatively simple burden of proof – that the shipment was tendered in good order and condition to the carrier at origin and there was loss or damage upon delivery. The main difference with any "concealed" damage claim is that the claimant must also prove that the damage or shortage existed at the time of delivery and could not have occurred afterwards.

A "clear" delivery receipt signed by the consignee is usually considered good evidence that the shipment was delivered in good order and condition. However, just because there is a "clear" delivery is not a valid basis for declining a claim.

For example, there are federal regulations at 49 CFR Part 370 that require the carrier to "promptly and thoroughly investigate" the facts, not merely disallow the claim because of a "clear" delivery receipt:

49 C.F.R. 370.7 Investigation of claims.

(a) Prompt investigation required. Each claim filed against a carrier in the manner prescribed in this part shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.

There are also provisions regarding inspections in the National Motor Freight Classification that are binding on most LTL carriers that deal with the carrier's obligation to inspect all loss or damage claims – regardless of whether there is "clear" delivery receipt:

**Item 300140 INSPECTION BY CARRIER**

Inspection by carrier will be made as promptly as possible and practicable after receipt of request by consignee. Inspection will be made within five normal work days after receipt of request from consignee, excluding Saturdays, Sundays and holidays. A day will be considered as the passing of twenty four (24) hours from 9 A.M., local time from the date of receipt of request for inspection. Inspection by carrier will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case inspection will be

limited to factual report. Consignee must cooperate with carrier in every way possible to assist in the inspection. A written record of carrier's findings will be made at least in duplicate. The original of the report will be given the consignee for claim support. Any inspection report issued must be incorporated in claim file.

### **Notification of Concealed Loss or Damage – Time Limits**

There is no law or regulation that specifies any particular time limit for notification of concealed damage or shortage. However, for most LTL carriers there is a contractual limit found in a tariff or in the National Motor Freight Classification that is incorporated by reference through the Uniform Straight Bill of Lading. For many years the NMFC required notice of concealed damage within 15 days. That was shortened to 5 days in 2015, and additional requirements in connection with such claims were added. Item 200135-A reads as follows:

#### **ITEM 300135-A REPORTING CONCEALED DAMAGE**

- (a) When damage to, or loss of, contents of a shipping container is discovered by the consignee that could not have been determined at time of delivery, it must be reported by the consignee to the delivering carrier upon discovery.
- (b) Reports must include a request for inspection by the carrier's representative.
- (c) Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event must be confirmed by  $\Delta$  a written or electronic communication.
- $\Delta$  (d) While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered, insofar as it is possible to do so.
- (e) Unless otherwise specified by the carrier, notice of loss or damage should be provided to the carrier within five (5) business days from the date of delivery.
- (f) If five (5) business days, or such other period as specified by the carrier, pass between the date of delivery of the shipment by carrier and date of report of loss or damage and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier's representative when inspection is made that loss or damage was not incurred by the consignee after delivery of shipment by carrier.
- (g) Reasonable evidence includes, but is not limited to:
  - 1. Identifying the party(ies) responsible for unloading,
  - 2. Identifying the chain of custody of the article, including prior transportation by any mode,
  - 3. Location(s) of the article(s) once the shipment was received until the damage was noted,
  - 4. Any mechanical or physical handling by the consignee subsequent to delivery by the carrier.
- (h) If a clear delivery receipt is available on the shipment, e.g., no damage or shortage is noted, the claimant must provide documentation showing that damage or loss occurred prior to delivery.

It should be noted that the NMFC is only applicable to "participating carriers and transportation companies to be used by them for their customers, as permitted by the applicable National Motor Freight Classification (NMFC) License Agreement". There some 358 "participating" interstate carriers, most of which are LTL carriers. Truckload carriers typically do NOT participate in the NMFC.

If the carrier is not a participant in the NMFC the "5-day" requirement for reporting concealed damage in NMFC Item 300135 does not apply. Unless the carrier has some other applicable rule in its bill of lading or rules tariff there is NO time limit for reporting concealed damage (but don't wait too long).

### **The One-Third Rule**

It is a common practice for some carriers to offer a one-third settlement on concealed damage claims where it is difficult to determine the cause of the damage or where the loss occurred. The theory is that it could equally be the fault of the shipper, carrier or consignee. There is no legal basis for this "one-third rule" and as discussed above, it is contrary to the federal regulations which require carriers to investigate all claims, and to make reasonable efforts to determine the cause and/or place of the loss.

## **Best Practices**

Regardless of the regulations, tariff or provisions in the NMFC, “time is of the essence” when it comes to concealed loss or damage. The more time that passes before discovery, reporting or requesting an inspection makes it more difficult to establish that the loss or damage existed at the time of delivery.

Documentation is critical. Many shippers use an “OS&D” report form that is filled out and is signed and dated at the time of delivery or discovery of loss or damage. Details are important and should describe thoroughly what was actually observed and what was done with the shipment. And, since everybody now has a smart phone, take plenty of pictures. If you make an in-house inspection, it should be signed and dated, with the name and qualifications of the inspector. If it is a joint inspection or carrier’s inspection, make sure you get a copy.

## **You Need to be a Detective**

All mystery novels and movies have a “Detective”. Many times shippers and carriers need to put on their Deerstalker hat and investigate “mysterious” or “concealed” damage or shortage. Here is my “**Sherlock Holmes List**”:

### **1. Condition and Quantity at Origin**

#### **A. Condition at Origin**

Who packaged the shipment?

If the shipper did not package the shipment, e.g., imported goods, were there procedures to inspect or sample the contents of the packages before re-shipping the goods?

Was the packaging adequate for the normal rigors and transportation environment?

Is there a history of similarly packaged shipments that were delivered without damage?

Who loaded, blocked or braced the shipment?

Did the carrier’s driver have an opportunity to observe the condition of the packaging, blocking or bracing?

#### **B. Quantity or count at Origin**

Does the shipper have procedures and/or shipping records to verify what was put on the truck?

Was the shipment palletized or shrink-wrapped, i.e., can you visually tell how many cartons or packages are on a pallet?

If palletized or shrink-wrapped was there any distinctive kind, color or taping used?

Did the carrier’s driver have an opportunity to observe and count the number of packages or pallets?

#### **C. Full truckload shipments**

Was the shipment “SL&C” or a “dropped trailer” situation?

Was it sealed – by the shipper or by the carrier’s driver?

Was the BOL noted “SL&C”?

Was the seal number put on the BOL?

Were pictures taken before closing the doors?

Was the shipment later cross-docked or transferred to another trailer (check the trailer number)?

### **2. Condition and Quantity at Destination**

#### **A. Condition at Destination**

When, where and by whom was the first evidence of damage discovered?

Had the goods been moved from the place of delivery to some other location; if so, how and by whom?

Was there any damage to the packaging such as dents, crushing, wetness, odor; was it documented?

Where is the packaging, what happened to it?

What kind of damage was there to the contents – how do you think it may have happened?

Was the carrier notified and if so, how and by whom?

Was the carrier requested to make an inspection; did it do so and is there a report?

Did anyone else make an inspection – in house quality control, inspection agency?

**B. Quantity or Count at Destination**

When, where and by whom was the first evidence of shortage discovered?

Did you check the number of cartons or pallets shown on the BOL?

Was there any evidence that the package had been tampered with: - opened, re-taped?

If the shipment was palletized and shrink-wrapped was there any evidence of re-stacking, re-wrapping?

**C. Full truckload shipments**

Was the shipment “SL&C” or a “dropped trailer” delivery?

If the trailer was dropped, when and where was it delivered; what kind of security was there?

Was the trailer sealed, was there any evidence of tampering with the seal, door locks, hinges ?

Was the seal the same that had been affixed by the shipper; was the seal number the same as the one on the BOL?

Who removed or broke the seal at the time of delivery: the consignee or the driver?

Were pictures taken when the doors were first opened?

Was the trailer inspected for holes, foreign substances on the floor, etc.?

**The Bottom Line**

Cargo Loss and Damage costs shippers, carriers (and intermediaries) millions of dollars every year. Often the cause and responsibility is obvious – physical damage, accidents, fires, hijackings. However, many of the most disputed claims often involve “concealed” loss or damage where it is difficult to identify the cause or to place blame for the loss. Hopefully, this article will clarify the laws, regulations and the obligations of the parties so that such disputes can be properly and amicably resolved.

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## **Thank You!**

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	<input type="checkbox"/>	<b>\$550</b>	<input type="checkbox"/>	<b>\$650</b>

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<b>Tuesday April 27<sup>th</sup> &amp; Thursday April 29<sup>th</sup> - 2:00pm - 4:00pm EST</b> <b>Tuesday May 4<sup>th</sup> &amp; Thursday May 6<sup>th</sup> - 2:00pm - 4:00pm EST</b>	<b>MEMBER</b>		<b>NON-MEMBER</b>	
	<input type="checkbox"/>	<b>\$550</b>	<input type="checkbox"/>	<b>\$650</b>

**HOW TO REGISTER FOR SEMINARS**

Fax Form to: 631-549-8962 ♦ Email Form to: [diane@transportlaw.com](mailto:diane@transportlaw.com) ♦ Mail Form to: TLC at address below

Payment by: ☐ M/C ☐ VISA ☐ AMEX ☐ Check – Payable to “TLC”

Credit Card # \_\_\_\_\_ CVV: \_\_\_\_\_ Exp Date: \_\_\_\_ / \_\_\_\_

Name on Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Email for Receipt: \_\_\_\_\_

TOTAL PAYMENT: \$

**REGISTRANT INFORMATION**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

# The Transportation & Logistics Council, Inc.

Phone: (631) 549-8984

120 Main Street, Huntington, NY 11743

Fax: (631) 549-8962

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

## APPLICATION FOR ANNUAL MEMBERSHIP

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

- **Regular Member** (shippers, brokers, third party logistics and their representatives);
- **Multiple Subscriber** (non-voting additional representatives of a **Regular Member** firm); and
- **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.
- Access to the **Members Only** section of the website.

New Members also receive:

- A complimentary copy of "Shipping & Receiving in Plain English, A Best Practices Guide"
- A complimentary copy of "Transportation & Logistics – Q&A in Plain English Books 7,8,9" 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?

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*Please return completed Membership Application Form along with your payment to:  
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## Membership Application Form

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Company Name:			
Address: (STREET ADDRESS ONLY - UPS DOES NOT SHIP TO P.O. BOXES)			
City:	State:	Zip:	
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Description / Type of Membership	Quantity	Fee	Total
Regular Member [includes email subscription to <b>TransDigest</b> ]		\$395.00	\$
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Associate Member [includes email subscription to <b>TransDigest</b> ]		\$345.00	\$
Non-Member Introductory Subscriber [email subscription to <b>TRANSDIGEST</b> only]		\$150.00	\$
* <i>Optional</i> : Printed version of <b>TRANSDIGEST</b> by USPS [added to membership fee]		\$50.00	\$
<b>TOTAL PAID</b> (Make Checks Payable to "TLC"):			\$
Credit Card Information			
<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AmEx	Credit Card No.	Exp:	
Billing Zip Code of Card :	Email for Receipt:	CVV:	

# It's Back Again! Now in Soft Cover

## Freight Claims in Plain English (4<sup>th</sup> Ed.)

The hard-cover edition of Freight Claims in Plain English (4<sup>th</sup> 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

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597	Freight Claims in Plain English 4 <sup>th</sup> Ed. Soft Cover		<b>\$149.00</b>	\$
597 – NM	Freight Claims in Plain English 4 <sup>th</sup> Ed. Soft Cover		<b>\$159.00</b>	
<b>TOTAL ENCLOSED</b>				<b>\$</b>
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## 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.

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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.

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