

TRANSDIGEST

Transportation & Logistics Council, Inc.

George Carl Pezold, Executive Director
William J. Augello (1926 – 2006), Founding Director

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

VOLUME XXII, ISSUE NO. 230, APRIL 2017

Plan Ahead for Next Year's Conference in Charleston

- **Electronic Logging Device Update**
- **FMCSA Publishes Truck and Bus Accident Report**
- **New Classification Docket**
- **New CCSB Proposal Regarding Claims for Damaged Packaging**
- **Detention and Demurrage Fee Dispute at FMC**
- **Yang Ming Temporarily Suspends Stock Trading**
- **Broker Learns a Default Judgment Does Not Get You Paid**
- **More Q&A's**

AVAILABLE ON DISK!

Q & A IN PLAIN ENGLISH – BOOKS 7, 8 & 9 - A COMPILATION

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

EDITORIAL	2	QUESTIONS & ANSWERS	10
ASSOCIATION NEWS	3	RECENT COURT CASE	14
CLASSIFICATION	4	TECHNOLOGY	15
MOTOR	6	CCPAC NEWS.....	16
OCEAN	8	ADVERTISE IN THE TRANSDIGEST	17

EDITORIAL

DAMAGE TO PACKAGING - A NEW PROPOSAL FROM NMFTA

by George Carl Pezold

One of the regular services to Council members is the section in the TRANSDIGEST reporting on the Commodity Classification Standards Board’s proposed changes to the National Motor Freight Classification. An example of why it is important to review proposed dockets is Subject 8 of Docket 2017-2 reported in this month’s issue. This proposal would add a new section to “Item 680 Packing or Packaging—General” where damage to the shipping package will result in a claim as follows:

Section [New] - Unless otherwise provided in individual descriptions of articles, when damage to the shipping package, including cosmetic damage, will result in a claim for loss or damage, such package(s) must be overpacked or otherwise protected by packaging materials sufficient to prevent damage to the package(s). See also Item 222 - 1, Note 6.

The docket proposal goes on to state that the:

proposal was docketed by the Classification Resource Committee (“CRC”) based on reports of claims filed with carriers for damage to a product’s shipping package only, including cosmetic damage, and not to the product itself.

The reports involve a range of products from pharmaceutical or medical supplies to consumer products, with no common thread to identify the specific products within the NMFC.

Carriers have been left unaware of the potential for such claims, as the NMFC is generally silent to this issue and does not provide general packaging requirements or specifications for such shipments. CCSB policies state the CCSB is to establish and maintain packaging rules and specifications as necessary to ensure that freight is adequately protected and can be handled and stowed in a manner that is reasonably safe and practicable so as to withstand the normal rigors of the less-than-truckload environment.

This proposal would add a new section to Item (Rule) 680, Packing or Packaging—General, which would require additional protection to shipments where damage to the packaging itself will result in a claim.

What does this mean to shippers and retail merchants? Just think about it. You are shopping in Toys R Us for a “Spiderman” toy for your son and some of the boxes are crushed or stained. Would you buy one of these, or sort through them until you find a good one? And would you buy a box of Cheerios that is dirty or has a dent in it?

It may be true that, in many cases, exterior damage to retail packaging does not necessarily mean that the contents are damaged. However, the fact is that damage to retail packaging very often makes the merchandise unsaleable and worthless. And it is usually impossible to repackage or clean the merchandise, or the expense of doing so would exceed the value of the merchandise.

This new rule would place an additional burden on manufactures and distributors, particularly of consumer goods, to “overpack” or otherwise protect retail packages with “packaging materials sufficient to prevent damage to the package(s)” or risk that carriers will deny legitimate claims based on Item 680 of the NMFC.

If this proposal may impact your company, you should make it your business to voice your objections - before the new rule goes into effect! And, if you have a formal transportation contract with your carriers, you may want to make sure that it covers this kind of damage.

ASSOCIATION NEWS

44TH ANNUAL CONFERENCE – SAVE THE DATE

Next year is going to be even bigger and better. Save the date for the 44th Annual Conference, March 19 – 21, 2018 to be held in Charleston, NC at the Francis Marion Hotel. Pre-Conference seminars will be offered on the Sunday before the Conference on March 17, 2018.

Rooms fill up quickly, so don't delay in making your hotel reservations. A direct link for attendees has been set up; if you click here you can make your reservations today:

<https://reservations.travelclick.com/76320?groupID=1714992#/guestsandrooms>

43RD ANNUAL CONFERENCE – PRESENTATIONS AVAILABLE

A reminder that presentation materials from the 43rd Annual Conference are available at the Transportation & Logistics Council, Inc.'s website:

<http://www.tlcouncil.org/2017%20Annual%20Conference>

NEW MEMBERS

The Transportation & Logistics Council would like to welcome the following new members:

Regular Members

Dianna Whitby

H&M Bay
1800 Industrial Park Drive
Federalsburg, MD 21632
dianna.whitby@hmbayinc.net

Steven Block

Foster Pepper PLLC
1111 Third Ave, Suite 3000
Seattle, WA 98101
Steve.block@foster.com

Kathleen Jeffries

Scopelitis, Garvin, Light, Hanson & Feary,
LLP
2 North Lake Ave, Suite 560
Pasadena, CA 91101
kjeffries@scopelitis.com

CLASSIFICATION

NEW CCSB DOCKET 2017-2

The Commodity Classification Standards Board (“CCSB”) will conduct its next public meeting to consider proposals for amending the National Motor Freight Classification (“NMFC”) in Docket 2017-2 on Tuesday, May 23, 2017 at Hilton Alexandria Old Town, 1767 King Street, Alexandria, Virginia 22314 at 10:00 am Eastern Time.

Anyone having an interest in a proposal listed in this docket may attend the meeting on May 23, 2017, and/or communicate that interest in writing by mail, email or fax prior to the meeting. Such Interested Persons will be notified of the CCSB’s disposition of the proposal.

Following is the subject index for Section I of the docket:

**COMMODITY CLASSIFICATION STANDARDS BOARD DOCKET 2017-2
INDEX OF SUBJECTS (PROPOSALS) - DESCRIPTION and SUBJECT:**

<p>B Brick, thermal energy storage, ceramic.....12</p> <p>C Conduits, electrical, aluminum.....1 Containers, shipping, temperature-controlled.....4 Cups, paper, pulpboard or wood pulp.....15</p> <p>D Deep Fryers.....9 Dietary Supplements.....6 Dryers, hair.....10</p> <p>F Filters, water.....5 Fittings, pipe or tubing, aluminum.....1 Fryers.....9 Full-Scale Density Classifications.....16 Furnaces, air or hydronic, electric thermal energy storage.....12</p> <p>G Gambling Devices or Subassemblies or Essential Parts thereof.....17 Glass, automobile or boat.....2</p> <p>H Hair Dryers.....10 Heaters, air or hydronic, electric thermal energy storage.....12 Heaters, water, solar.....13</p> <p>I Item (Rule) 680, Articles with Wheels or Casters.....7</p>	<p>Item (Rule) 680, Where Damage to the Shipping Package Will Result in a Claim.....8</p> <p>P Package 160.....3 Package 179.....3 Package 305.....2 Package 772.....2 Package 774.....2 Package 2223.....2 Package 2261.....2 Packaging – Articles with Wheels or Casters.....7 Packaging – Where Damage to the Shipping Package Will Result in a Claim.....8 Paper Cups.....15 Paper, waxed.....14 Photovoltaic (PV) Cells or Modules.....13 Pipe, aluminum.....1 Purifiers, water.....5</p> <p>S Sash, Sash and Frames combined, or Sash Parts, airplane, boat, motor bus or railway car...2 Seats, aircraft or boat.....11 Sewing Machines, or Components or Parts thereof.....3 Softeners, water.....5 Solar Collectors, Modules or Panels, Solar Absorber Plates, or Solar Water Heaters.....13 Supplements, dietary.....6</p> <p>T Tanks, water filter, purifier or softener,</p>
---	---

iron or steel.....	5	Water Heaters, solar.....	13
Tubing, aluminum.....	1	Wax Paper.....	14
V		Windows or Window Frame Parts, airplane, boat, motor bus or railway car.....	2
Vitamins.....	6	Windshields or Windshield Glass, automobile or boat.....	2
W			
Water Filters, Purifiers or Softeners.....	5		

Shippers whose traffic may be affected by proposed changes should review the proposals and respond accordingly. Visit http://www.nmfta.org/Dockets/Docket%202017-2/2017_2.pdf to review the complete Docket online. Proposals to be included in the Public Docket must be submitted by 5:00 pm Eastern Time, May 12, 2017 and requests to be a Party of Record must be received no later than 5:00 pm Eastern Time, May 12, 2017.

The CCSB invites all interested persons to participate in the classification process. Anyone having an interest in a proposal listed in the docket is welcome to attend the meeting and/or submit a statement relating to the transportation characteristics of the product(s) involved — or relevant to packaging materials or methods in connection with proposed packaging amendments. Statements should include any underlying studies, supporting data and other pertinent information.

Written submissions will be included in the respective public docket file. Decisions on docketed proposals will be based on the information contained in the public docket file.

The address is: Commodity Classification Standards Board, 1001 North Fairfax Street, Suite 600, Alexandria, Virginia 22314, and the CCSB fax number is: 703.683.1094. Written statements may also be emailed to the staff contact involved. To schedule an appearance at the meeting, or if you require further information, please get in touch with the staff contact. Anyone requesting assistance in accordance with the Americans with Disabilities Act will be accommodated.

The CCSB’s policies and procedures as well as other information on the CCSB and the National Motor Freight Traffic Association are available online at <http://www.nmfta.org>.

Amendments to the National Motor Freight Classification resulting from the proposals in this docket will be published in a supplement to the NMFC, unless reconsideration is granted or arbitration is sought in accordance with the CCSB’s rules. The supplement is scheduled to be issued on July 6, 2017, with an effective date of August 5, 2017.

FUTURE COMMODITY CLASSIFICATION STANDARDS BOARD (“CCSB”) DOCKETS

	Docket 2017-3	Docket 2018-1
Docket Closing Date	July 13, 2017	December 14, 2017
Docket Issue Date	August 10, 2017	January 11, 2018
Deadline for Written Submissions and to Become a Party of Record	August 31, 2017	February 2, 2018
CCSB Meeting Date	September 12, 2017	February 13, 2018

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

MOTOR

ELECTRONIC LOGGING DEVICES

The mandatory use of electronic logging devices (“ELDs”) is an area of contention. On March 21, 2017 a coalition of 17 organizations wrote a letter to Transportation Secretary Elaine Chao asking her to eliminate the final rule on ELDs and abandon the proposed rule to mandate speed limiting devices on heavy trucks. In the letter, the organizations said that “President Trump’s desire to create a regulatory environment that enables businesses of all sizes to grow is commendable and welcomed. However, to do so this administration must eliminate the most egregious regulations developed under the haphazard, one-size-fits-all approach to rulemaking embraced by its predecessor.”

Regarding ELDs, the groups said that while they are adamant that the ELD mandate must be repealed, they are concerned as well with implementation issues and recommended at a minimum a delay in implementation. “We understand that many significant technological concerns remain unresolved, including the certification of devices, connectivity problems in remote areas of the country, cybersecurity vulnerabilities and the ability of law enforcement to access information.”

Most of the groups signing the letter represent associations that distribute specific types of commodities. Two organizations – the National Association of Small Trucking Companies and Owner-Operator Independent Drivers Association (“OOIDA”) – represent trucking interests.

Not willing to rely solely on a favorable response to their letter request, on April 12 OOIDA filed a petition with the U.S. Supreme Court asking it to reject the federal rule requiring ELDs. OOIDA asked the Supreme Court to reject the ELD rule as a violation of driver’s Fourth Amendment rights, which provide “the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures.”

OOIDA asserts that mandating ELDs “is the equivalent of warrantless surveillance of truckers and that the government’s weak excuses for doing so fail to justify violating their Fourth Amendment rights.” The petition also “asks the court to determine whether the ELD rule violated the Fourth Amendment by failing to establish a regulatory structure at the state and federal levels that serves as a substitute for a warrant.”

The ELD rule, issued by the Federal Motor Carrier Safety Administration (“FMCSA”), is intended to provide greater compliance of hours-of-service regulations according to the agency.

An ELD integrates with a vehicle’s engine and uses GPS technology to automatically record the date, the time, the vehicle’s geographic location, the number of engine hours, the number of vehicle miles and identifying information about the driver and the vehicle.

In addition, the rule also requires that drivers input other information into their ELDs, including changes in duty status and time spent eating and resting in the CMV’s sleeper berth as well as time spent away from the vehicle.

According to OOIDA’s press release:

Commercial truck drivers are restricted to a limited number of working and driving hours under current regulations. The FMCSA’s mandate requires that truck drivers use ELDs to track their driving and non-driving activities even though such devices can only track movement and location of a vehicle. OOIDA contends that requiring electronic monitoring devices on commercial vehicles does not advance safety since they are no more reliable than paper logbooks for recording compliance with hours-of-service regulations.

OOIDA's concern is that the rule fails to protect the confidentiality of personal data collected by ELDs and allows state law enforcement officers operating under federal grants to gather ELD data from drivers, and "those same officers typically have the authority to issue criminal citations during roadside inspections for violations of HOS regulations."

Unless OOIDA prevails with its opposition, the ELD rule is set to go into effect December 18, 2017.

Visit <http://www.ooida.com/MediaCenter/PressReleases/pressrelease.asp?prid=433> to view the OOIDA press release.

Another group, the Truck Renting and Leasing Association, Inc. ("TRALA"), has requested an exemption from the mandatory ELD rule for all drivers of property-carrying vehicles rented for 30 days or fewer. TRALA claims the ELD mandate will result in unintended technical and operational consequences that will unfairly and adversely affect short-term rental vehicles. TRALA believes that the exemption, if granted, would not have any adverse impacts on operational safety, as drivers would remain subject to the standard HOS limits and maintain a paper record of duty status.

Due to the significant number of different device platforms and subscription options, it is highly unlikely that a driver's device would be able to communicate properly with the rental company's telematics platform, TRALA argued in its petition. While FMCSA recognized the issues presented by a lack of interoperability among ELD systems and required certain technical specifications in the final rule, it stopped short of requiring full interoperability among ELDs. TRALA is concerned not only about technical issues but also about liability for data. Requiring lessors to bear the burden of safeguarding data for each renter would expose the rental company to great risk regarding data security and protection, the association argued.

TRALA's application was published in the Federal Register on March 22, 2017 and comments were due April 21, 2017. Visit <https://www.federalregister.gov/d/2017-05632> to view the TRALA notice.

In the meantime, the FMCSA will hold a public meeting May 9, 2017 to discuss the technical specifications for electronic logging devices (ELDs). The meeting is intended to be a forum for discussion of the minimum requirements for ELDs and for helping manufacturers produce ELDs that comply with the rule. For more information on the public meeting, go to <https://www.federalregister.gov/d/2017-06618>.

In support of its position and to educate stakeholders, the FMCSA has published videos and webinars on its website regarding topics related to what the agency calls Phase I – education and awareness, and Phase II – phased-in compliance for ELDs. The videos are available at <https://www.fmcsa.dot.gov/hours-service/elds/training-and-events>.

Beginning December 18, drivers required to prepare records of duty status generally must use ELDs unless they already use electronic logs meeting the automatic onboard recording device ("AOBRD") standard. Carriers must use a device that is self-certified and registered at <https://3pdp.fmcsa.dot.gov/ELD/ELDLList.aspx>. As of April 5, 35 devices have been registered. Under FMCSA's rule, all devices installed after December 18 must meet the ELD standard, and all drivers using electronic logs must use devices meeting the ELD standard by December 16, 2019.

DRIVER TRAINING RULE DELAY

On March 20, 2017 the Federal Motor Carrier Safety Administration ("FMCSA") published a final rule, further delaying the effective date for its entry-level driver training rule to May 22, 2017. In response to a January 20, 2017 Presidential Directive freezing and delaying many new regulatory actions, the FMCSA initially made an announcement on February 1, 2017 delaying the effective date of the rule from February 6 to March 21. The new announcement further pushes back the effective date to May 22, with the rule not to be enforced until three years after its effective date.

Visit <https://www.gpo.gov/fdsys/pkg/FR-2017-03-21/pdf/2017-05525.pdf> to view the announcement.

FMCSA PUBLISHES 2015 EDITION OF LARGE TRUCK AND BUS CRASH FACTS

In April the Federal Motor Carrier Safety Administration (“FMCSA”) published its annual report of crash statistics drawn from data provided by other agencies and the Motor Carrier Management Information System.

The report provides a wide variety of different analytics regarding truck accidents, such as:

- Approximately 60 percent of all fatal crashes involving large trucks occurred on rural roads and 25 percent on rural or urban Interstate highways.
- Thirty-five percent of all fatal crashes, 21 percent of all injury crashes, and 19 percent of all property damage only crashes involving large trucks occurred at night (6:00 pm to 6:00 am).

The 2015 report as well as those for past years is available at <https://www.fmcsa.dot.gov/safety/data-and-statistics/large-truck-and-bus-crash-facts>.

OCEAN

YANG MING FINANCIAL SITUATION

On April 3, 2017 Yang Ming Marine Transport Corp., the world’s ninth largest boxline, issued a “Customer Advisory – Yang Ming Financial Status Update” expressing confidence in a positive uptrend for 2017 after a “challenging” 2016. Yang Ming stated:

For the avoidance of doubt, Yang Ming has never made any demands to its vendors to either modify or terminate any existing obligations. Yang Ming is not in default of any vendor obligations, large or small.

Visit http://www.yangming.com/news/Press_Release/PressContent.aspx?UID=2431 to view the press release.

On April 21, 2017 it was reported that Yang Ming had suspended trading of its stock shares through May 4, in an effort to reduce the company’s equity capital by some 53%. It will decrease its number of shares from 3 billion to 1.4 billion and has reduced pay among senior management by 50%, while line managers have had their salaries cut by 30%.

Yang Ming has been implementing other cost savings measures and recapitalization through investors in order to move forward in 2017. It denies possibility of merging with another operator or selling to another liner.

Time will tell whether Yang Ming can avoid the same fate of Hanjin Shipping, what had been the seventh-largest container shipping line worldwide, which was declared bankrupt February 17, 2017.

DISPUTE OVER DETENTION AND DEMURRAGE FEES AT FMC

The dispute over detention and demurrage fees at the Federal Maritime Commission (“FMC”) continues. In TRANSDIGEST #226 we reported that on December 7, 2016 the Coalition for Fair Port Practices, a 25 member group of retailers, manufacturers, truckers, transportation intermediaries and others, petitioned the

FMC to create rules to prevent shippers being charged fees when uncontrollable incidents, such as storms and strikes, keep cargo from being picked up at ports or equipment returned on time.

The petition has created a stir and as of April 13, 2017 the FMC had received some 119 comments and replies on this matter (the comment period officially ended 2/28/17). Visit <http://www.fmc.gov/P4-16/> to view the related documents and proceedings.

In opposition, the World Shipping Council (“WSC”), a trade association that represents 22 container carriers operating about 90 percent of the industry's capacity, has filed its opposition to the relief requested in the petition. The WSC asserts that proceeding with a rulemaking on the basis of the petition would lead to a regulation that is not supported factually or legally, and that would run a high risk of causing more disputes and port congestion.

Further, the WSC said the petition fails for three primary reasons:

- It exclusively relies on rules and associated cases that predate the Shipping Act of 1984 and fails to appreciate that the purpose and nature of detention charges in a containerized world are different than demurrage charges in a breakbulk world;
- It does not provide an adequate factual basis to conclude that there is a current, widespread market failure with respect to detention and demurrage charges that would justify the adoption of a prescriptive, nationwide rule of the sort proposed;
- And it does not acknowledge the possibility of unintended consequences that could accompany adoption of the requested relief.

The Port of Houston Authority (“PHA”) also filed comments questioning the need for demurrage rules, at least at some ports. The PHA pointed out that “the overwhelming number of situations complained of by the Coalition arise on the East and West Coasts, and in particular, at the Port of New York/New Jersey and Port of Los Angeles, and not on the Gulf Coast” and that “if rules are needed in other ports, we believe that the rules proposed by the Coalition clearly are not the appropriate rules - there is no justification whatsoever for making such rules applicable throughout the United States.”

The PHA asserted that:

The rule proposed by the Coalition is unfair and thus unjust and unreasonable under the Shipping Act. The purpose of the Coalition’s proposed rule is to deprive terminal operators of compensation, almost always in circumstances over which they [terminal operators] have no control, for the very asset from which they earn their compensation. Furthermore, in PHA’s experience, and in spite of the Coalition’s protests to the contrary, the carriers, shippers and/or truckers, in the vast majority of cases, are responsible for failures to observe free time allotments. In essence, the rule seeks to put the costs of various aspects of the shipping transaction wholly upon the one party who is not a party to the shipping contract.

* * *

With respect to container cargo, demurrage is most often caused either by failures on the part of the carrier (e.g., overbooking the vessel or failure to pay the terminal operator), the shipper (e.g., failure to pay the ocean carrier) and/or the trucker (e.g. shortage of trucks or truck drivers, or the trucking company is behind schedule). None of these parties wants to admit fault, and consequently, may blame the port or marine terminal operator, or seek a dispensation from paying demurrage.

While it is not clear whether or how the FMC will address this issue, this petition has provided a valuable forum for the various parties to air their views and share their perspectives.

QUESTIONS & ANSWERS

By George Carl Pezold

CARRIERS – GETTING PAID

Question: We hauled a load for a broker who sent a confirmation with a dollar amount of \$2500. The load was originally supposed to be picked up by another carrier who did not pick it up. We actually picked the load up on the day it was supposed to be delivered by the carrier who failed to pick it up. The freight broker shorted us \$500 because of late delivery because it had to be rescheduled. It was rescheduled because we picked up on the date we accepted the load. The broker is giving us the run around and it has been 3 months since the delivery which was delivered on time as per new schedule.

What can we do to get the rest of our money? Any information will be helpful. Is there someone we can report this brokerage firm to? Thank you.

Answer: Short of suing the broker - which you could do in small claims court - the only suggestion I have would be to file a claim against their surety bond. You can get the name of the surety company on the FMCSA website and send them a demand letter, explaining the claim with a copy of rate confirmation.

FREIGHT CLAIMS – QUESTIONS OF IDENTITY

Question: We set up a new carrier who passed our Compliance screening process to haul a load of bottled water. The team of drivers were involved in an accident. The tow company has the cargo, tractor, and trailer.

The carrier we brokered the load out to is saying the person who filled out our carrier packet is not an employee of the company and never has been.

The DOT # on the side of the tractor is a totally different carrier than the one we booked. We called the carrier whose DOT # is on the truck and they say it is not their truck. Nobody is claiming responsibility for the cargo and the tow yard is now coming after us for the tow bill. Part of the Liability for Loss, Damage, or Delay to Shipment portion of our contract with the freight owner reads as follows:

Carrier agrees that in the transportation of all goods hereunder, it shall assume, and does assume, the liability of an interstate motor carrier, as provided by 49 U.S.C. section 14706, with such liability to exist from the time of the receipt of any of said goods by Carrier until proper delivery has been made to the location specified by Shipper.

What legal obligation do we have as a broker to pay a cargo cleanup bill?

Any guidance is appreciated as always!

Answer: This sounds like one of those “identity theft” schemes - you might want to talk to someone like Keith Lewis at CargoNet (email Keith.lewis@cargonet.com).

In any event, the towing company probably has a lien on the equipment (but not the cargo). Unless you are the owner of the tractor or trailer, I don't see how your company, which only acted as a broker, could be liable for the towing and/or storage charges.

That doesn't mean that you might not have some liability to the shipper or owner of the cargo, but that would depend on the terms and conditions of your broker-shipper contract, and whether you assumed liability for loss or damage in transit.

FREIGHT CHARGES – TIME LIMITS

Question: Is there a statute of limitations on the following:

1. A carrier to invoice for the movement 2. A carrier to invoice additional charges on a movement

We hear different things. 18 months, 180 days, etc... cannot find anyone with the actual statutes?

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

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

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

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

Sec. 14705. Limitation on actions by and against carriers

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

These statutory provisions do not prevent a carrier from sending a freight bill (or a balance due bill) but they do provide a statutory defense if the carrier attempts collection.

LIABILITY – DAMAGE TO TRAILER

Question: We are a carrier and we obtained a freight load from a broker. We have a complete contract and load confirmation from the broker for this load.

At the time of loading in the shipper's facility, our trailer was damaged by the loading operator. Who is liable and where to we file the claim?

Answer: If there was damage to your trailer that was done by an employee of the shipper, your claim would properly be against the shipper since it was the negligence of their employee that caused the damage. I don't think the broker would be liable for this.

FREIGHT CLAIMS – CARRIER ASSERTING LIABILITY LIMITATION

Question: I had a shipment that was shipped to a location in Oregon from Fargo ND. It arrived with so much damage that it had to be remade. The carrier will not cover my claim for \$8,000 and wants to pay me only around \$1,100. The carrier is basing its offer on their tariff stating that liability is only \$1.00 per pound for any damage, whether it is from them or anything else.

What can be done to resolve this issue and get our full claim paid? They say the load was not mishandled, but we have pictures of the crate showing forklift holes in it.

Any advice is welcome

Answer: It would appear that the carrier is probably asserting a limitation of liability.

If the bill of lading was some form of the usual “Uniform Straight Bill of Lading”, it would contain language that refers to and “incorporates by reference” the provisions of the carrier’s rules tariff.

Assuming that the carrier does have a rules tariff, it may be able to assert a liability limitation set forth in that tariff. Typically, these limits depend on the commodity being shipped or may be linked to the National Motor Freight Classification (“NMFC”) classification of the article. You should ask the carrier for a copy of the tariff rule that supports its position regarding its liability for the damage.

FREIGHT CHARGES – CHARGED FOR TEAM LOAD NOT PROVIDED

Question: We paid for a team load and attempted to MacroPoint [location tracking service] the drivers. There never were 2 drivers and the freight delivered 2 days late. Are we still responsible for paying the team price? And should our customer expect to pay something. We are a third party logistics provider.

The load did deliver, it was accepted and the load was delivered clear. Is our customer obligated to pay the regular freight charges and what are our options?

Answer: I assume that you had a rate quote or rate confirmation document signed by the carrier that clearly spelled out the requirement for a “team load”. If so, it would be considered a contractual requirement, and failure to provide team drivers would be a breach of contract, so you should not have to pay the extra charge for that service.

If the shipment was in fact delivered and accepted the customer should pay the agreed freight charges.

FREIGHT CLAIMS – LOSS FROM “IMPOSTER THEFT”

Question: Our customer contacted us to report they did not receive their order. When we contacted the freight company they supplied us with proof of delivery. We sent this to our customer and they said the signature was not their employee. They also stated they took an inventory of our items and the inventory was correct. The freight company said they checked with the driver and they delivered to the correct address. What should my next steps be?

Answer: I would point out that this type of “imposter theft” is not uncommon. Obviously it is a factual question as to whether the person signing for the shipment was, or was not, an employee of consignee.

In any event, a carrier does have a duty not only to deliver to a correct address, but also to ascertain whether the person receiving the shipment is authorized to do so, and failure to check this out could be considered negligence. You may want to press the carrier further for payment at least some reasonable settlement of your claim.

BROKERS – POTENTIAL LIABILITY UNDER SANITARY TRANSPORTATION ACT

Question: Title 21 Food and Drugs: Subpart 0 - Sanitary Transportation of Human and Animal Food names brokers in the definition of “Shipper”.

However, the rule provides specific actions to be made by the actual shipper and the carrier’s drivers. Generally, if a broker exerts too much control over the carrier, his liability position changes. How would you recommend a broker handle the requirements of Title 21 without inserting himself into the carrier’s business and maintain the “distance” needed to retain broker status? Due diligence in carrier selection has always been a priority, but it’s unclear if Title 21 “forces” a broker to go beyond that.

Answer: Without getting into the details of the new regulations and the responsibilities of the respective parties, I would suggest that you might be able to protect your interests and shift the burden for compliance to the carrier by including appropriate language in your broker-carrier contracts.

FREIGHT CHARGES – HARASSED BY COLLECTORS AFTER BROKER DEFAULT

Question: We hired a broker to haul a load for us in January 2017. We paid the broker's factoring company as stated on their bill. At the end of March, the company who actually hauled the load called me and said that they haven't been paid for that load and I needed to pay them. I explained that we had already paid that bill and they could contact the factoring company.

Now the place where they picked up the load is being sued for payment by Trans Recovery Solutions ("TRS"). I have emailed TRS and explained to them what happened and asked if the broker has been sued. I was told that I could sue them but I needed to pay their client. I was told broker is out of business and they are suing all parties involved to get them paid. I asked if owner of the brokerage company was being sued and was told that that wasn't their problem and that I would be sued if they didn't get them paid ASAP. We have paid this bill one time, am I required by law to pay it again?

Thank you so much. I have attached copies of the relevant documentation and I really appreciate your help.

Answer: Unfortunately this situation comes up quite frequently. It sounds as though you are being harassed by one of the collection companies that specializes in going after shippers and consignees where a freight broker was involved and has failed to pay the motor carrier. It is possible that the carrier has assigned its claim for freight charges to the collection company, but that doesn't necessarily mean that you have any liability for a "double payment".

The bill collectors may tell you that they are entitled to collect under the Interstate Commerce Act or relevant case law. However, there are conflicting court decisions in this area, and the results often turn on the specific facts - such as how the parties are identified on the bill of lading, and whether there was a prior course of dealing.

The cases holding that the shipper should not have to pay twice generally say that since the broker was an independent contractor, there was no contractual relationship (privity) between the shipper and the carrier, and that the carrier essentially agreed to look only to the broker for payment. Cases to the contrary usually rely on a contractual relationship created by the bill of lading.

The bill of lading is the "contract of carriage". Since liability for freight charges is contractual the first thing that you should check is whether the carrier that claims to have transported the shipment is actually the same as the one that is named on the bill of lading. If not, there would be no contractual basis for its claim.

Please feel free to send me a copy of the bill of lading, the broker rate confirmation, and the demand letter from the collection company if you would like a more specific answer.

Supplemental Answer:

From a review of the documents that you sent, apparently you didn't use a standard bill of lading and instead used a "delivery ticket". That document does show "Timber Trans" as the carrier, so the carrier could argue that it was the equivalent of a bill of lading (or contract of carriage), giving it a possible contract cause of action for its freight charges against the shipper.

That said, in view of the amount of the claim (\$1000), I would doubt that the collection company would find it cost-effective to actually bring a lawsuit (since, in order to get jurisdiction over the defendant, it would need to bring suit where the shipper is located).

RECENT COURT CASE

WHEN IS A DEFAULT JUDGMENT NOT A JUDGMENT?

One may often think that obtaining a default judgment, what happens when the opposing side fails to respond to litigation, is a slam dunk. Not so as a broker recently found out after it obtained default judgments against two motor carriers involved in a cargo claim, and was unable to collect from the insurer for either motor carrier when the court granted the insurer's motions for Summary Judgment.

The parties in this case were BNSF Logistics, LLC, ("BNSF"), the plaintiff in this action and defendants Pennsylvania Manufacturers Association Insurance Company ("PMAIC") and National Indemnity Company ("NIC"). There was also a third party action with PMAIC suing Saint Trans, Inc. ("Saint").

This case in the Western District of Arkansas involved a single vehicle tractor-trailer accident of a shipment of infant formula from Michigan to Arizona. The infant formula was manufactured by Abbott Laboratories and shipped from its facility in Michigan. BNSF, acting as Abbott's property broker, arranged for Red Rose Trans, Inc. ("Red Rose") to transport the product. Red Rose, in violation of its agreement with BNSF to "not broker, interline, co-broker, assign or trip lease loads with another party and shall transport all tendered loads ... on equipment insured, placarded and controlled by [Red Rose]" subcontracted the delivery to another trucking company, Saint, whose driver picked up the formula from Abbott.

On December 17, 2014 the tractor-trailer, driven by a driver of third party defendant Saint Trans, Inc., overturned in transit somewhere near Las Cruces, New Mexico, spilling the infant formula onto the highway.

After the accident, BNSF asked both Red Rose and Saint to pay Abbott directly for the damaged cargo, but both companies refused. BNSF then assumed primary responsibility and paid Abbott the full amount of its loss, totaling \$121,523.32, and pursued both Red Rose and Saint for reimbursement. After some time, BNSF determined that it was unable to adequately resolve its claim for reimbursement and on June 11, 2015 filed a lawsuit in state court against both Red Rose and Saint asserting joint and severable liability. However, while both motor carriers were insured (Saint by PMAIC and Red Rose by NIC), their insurers were not named in the suit.

On July 30, 2015 BNSF moved for default judgments against both Saint and Red Rose as they had failed to file an answer or other responsive pleading. On August 18, 2015 the state court entered a judgment in BNSF's favor in the amount of \$121,523.32, as well as an award of pre- and post-judgment interest and attorneys' fees, in the amount of \$12,236.50.

While this sounds good, getting a judgment and collecting on it are two very distinct steps in getting reimbursed.

The decision is not clear as to why, but on February 17, 2016, some six months after the default judgment, BNSF filed a lawsuit against PMAIC only. That suit sought to collect against the insurance company pursuant to a provision of Arkansas Code that allows a party that has been injured by an insured person to maintain a direct cause of action against the insurer. On March 17, 2016 PMAIC removed the case to the federal district court, asserting diversity jurisdiction, and several months later on July 19, 2016 brought its third party action against Saint, seeking to have the court issue a declaratory judgment of no coverage. Saint defaulted and on July 27, 2016 BNSF amended its complaint to include NIC. Both PMAIC and NIC moved for Summary Judgment against BNSF, which the court granted.

The court granted PMAIC's motion for Summary Judgment on the basis that Saint failed to comply with a condition precedent to coverage, mainly that it notify PMAIC of any pending legal action connected with a claim. It seems that PMAIC was able to win simply because Saint did nothing that it was supposed to do.

In granting NIC's motion for Summary Judgment, the court found that the provision of the Arkansas Code that BNSF relied upon in bringing its subrogation action against Red Rose, only applied to insurance policies that are "issued or delivered in this state." In addition, the policy itself only permitted a direct claim after a judgment was entered against the motor carrier following a trial.

It is not clear from this decision and must be inferred, but it appears that Red Rose and Saint must be judgement proof, if they are even still in business, otherwise BNSF would have been able to collect directly from them.

BNSF Logistics, LLC v. Pennsylvania Mfg. Association, 2017 WL 707494 (W.D. Ark., Feb. 22, 2017)

TECHNOLOGY

AUTONOMOUS VEHICLES

Self-driving cars, trucks, ships and aircraft are coming, and to some extent, have been around for a while. Autopilots have been in aircraft and ships for years, though in rather rudimentary form until recent technological developments such as satellite navigation through GPS, and radar and transponders for collision avoidance. But the environment on land, for cars and trucks, is significantly different as they must rely on fixed infrastructure to operate.

The National League of Cities ("NLC") recently issued a report pointing out how cities need to incorporate autonomous technology in their infrastructure plans. Item 4 of the conclusion states:

Begin planning infrastructure needs and building data and computing capacity to position your city to take advantage of an automated mobility future.

Municipal leaders should consider their short and long-term infrastructure needs, and ensure that any new investments better position their cities to support and integrate autonomous vehicle ["AV"] technology. This will include efforts to invest in data storage and processing capacity, investing in sensor networks and broadband, and ensuring that streetscapes and right of ways can best accommodate AVs. As new patterns of transit evolve, cities should preserve flexibility in planning. Smart planning and collaboration now across all sectors for infrastructure needs will help ensure the safe, effective, and efficient deployment of AVs in ways that enhances the benefits for all residents.

<http://www.nlc.org/sites/default/files/2017-04/NLC%20AV%20Policy%20Prep%20Guide%20web.pdf>

At the federal level, on April 24, 2017 the Federal Motor Carrier Safety Administration ("FMCSA") held a listening session on autonomous trucks as a way to outline guidelines for the industry. The FMCSA sought to solicit information on issues relating to the design, development, testing, and deployment of highly automated commercial vehicles. The listening session was to provide interested parties an opportunity to share their views and any data or analysis on the topic with FMCSA representatives and the FMCSA will transcribe all comments and make those comments publicly available following the session.

This is building on the guidelines on autonomous cars issued by the National Highway Traffic Safety Administration last year that outlined state and federal roles in managing AV technology and the creation by the Department of Transportation of an Advisory Committee on Automation in Transportation the held its inaugural meeting in Washington, DC January 16, 2017.

This Committee is composed of public officials, corporate executives, academic experts, and representatives of safety and industry groups, and was formed to provide information, advice, and recommendations to the Secretary of Transportation on multi-modal concerns relating to the deployment of automated vehicles. Visit <https://www.transportation.gov/briefing-room/dot0717> to view the announcement.

For those following the development of AVs, it is a complex story with many facets. It's not just the ability of an AV to operate independently, the ability to detect its surroundings, but also its ability to communicate with its surroundings, both infrastructure and other vehicles. Vehicle-to-vehicle and vehicle-to-infrastructure systems, also known as V2V and V2I. Besides V2V being able to let AVs know where other vehicles are, it will also allow connected vehicles the ability to "platoon".

Platooning is when multiple vehicles can operate in concert at close distances, all accelerating or braking at the same time, similar to a train, without the physical link. Platooning provides greater efficiency through reduced drag and by increasing throughput.

With multiple entities working on the technology that will lead to autonomous cars and trucks, it is difficult to predict just how soon there will be widespread rollout of functional AVs. One of the issues that needs to be addressed is the acceptance by the public of sharing roads with AVs. We have all seen movies where technology has gone awry, such as when the machines take over in the "Terminator" movie series. AVs create another avenue for the manifestation of such fears.

For a recent example of a feared "carmageddon" watch the movie trailer for "Fate of the Furious" at <https://www.youtube.com/watch?v=9GvX2uexGkA>. The movie depicts dozens of cars being hacked and controlled remotely to wreak havoc on the streets of New York City. Starting at the 43 second mark and running to 1:13, the public's worst fears of AVs gone awry is manifested into an attack of zombie cars under the control of the cyberterrorist Cipher, played by Charlize Theron.

While this is Hollywood, the fears are not unfounded as the ability to hack systems on vehicles has been demonstrated numerous times. A recent article in the Detroit News discusses the movie depiction and the perceived reality at this time at <http://www.detroitnews.com/story/business/autos/2017/04/21/attack-zombie-vehicles-unlikely-play-screen/100771048/>.

CCPAC NEWS

CCPAC – ANNOUNCES NEW CCPs

The Officers and Board of Directors of the Certified Claims Professional Accreditation Council, Inc. ("CCPAC") are pleased to recognize the seven newest Certified Claims Professionals ("CCP's") who have demonstrated through experience, education, knowledge and understanding of the rules, regulations, principles and practices of cargo claims administration and who have pledged to uphold the highest ethical standards and have successfully passed the CCP Exam given in Henderson, NV, March 22, 2017:

Newest CCP Member	Company	City	State
Becky Martin, CCP	Johanson Transportation Service	Fresno	CA
Shawna Payne, CCP	Nebraska Transport Company	Gering	NB
Tracy Pettengill, CCP **High Score**	Cargill, Inc.	Wichita	KS
Alicia Ruiz, CCP	Johanson Transportation Service	Fresno	CA

Christina Sanchez, CCP	Genpro, Inc.	Rutherford	NJ
Tanisha Stewart, CCP	Bosma Enterprises	Indianapolis	IN
James Whalen, CCP	Gallagher Bassett Services, Inc.	Columbus	OH

Established in 1981, the Certified Claims Professional Accreditation Council (“CCPAC”) is a transportation cargo claim accrediting organization with a global membership and is comprised of shippers, manufacturers, freight forwarders, brokers, logistics companies, insurance companies, law firms and transportation carriers including air, ocean, truck and rail and various related transportation organizations. CCPAC seeks to raise the professional standards of individuals who specialize in the administration and negotiation of cargo claims. Specifically, it seeks to give recognition to those who have acquired the necessary degree of experience, education, expertise and who have successfully passed the CCP Certification Exam covering domestic and international cargo liability, warranting acknowledgment of their professional stature.

The next CCP Exam will be conducted nationwide in the USA and Provinces of Canada on Saturday morning, November 4, 2017. On-line registration will be available on the CCPAC website in May. There will not be any CCP Primer Class prior to this Annual Fall Exam.

Information can be obtained by contacting John O’Dell, Executive Director of CCPAC, by phone: 904-322-0383 or email: jodell@ccpac.com or visit <http://www.ccpac.com/>.

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 or 12 monthly issues, and include both print and electronic issues. For information contact Diane Smid or Stephen Beyer at (631) 549-8984.

**The Next Generation
of Freight Audit and
Payment is Here.**

VERACTION
SEE. SAVE. CONTROL.

www.veraction.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
- ▶ Lower administrative costs by reducing filing time to just 15 minutes per claim
- ▶ Avoid costly missed deadlines with automated system alerts
- ▶ Cloud-based software as a Service (SaaS)

Visit www.TranSolutionsInc.com, call 480.473.2453 or email sales@myezclaim.com to learn more.

TranSolutions

To Save Money with Online Freight Claim Management, please call 480-473-2453 or visit <http://www.transolutionsinc.com/moneytoday> for more details.

THE ENFORCER[®]
CARGO SECURITY SOLUTIONS >>

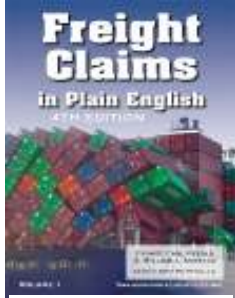
<p>TRAILER/CONTAINER LOCKS</p> 	<p>TRACTOR LOCKS</p> 
<p>REAR DOOR HASP</p> 	<p>SEAL GUARD LOCK</p> 

Covert GPS tracking technology also available.

TRANSPORT SECURITY, INC. TransportSecurity.com
952-442-5625

Freight Claims in Plain English, Fourth Ed.

by George Carl Pezold and William J. Augello



\$285.00

"Freight Claims in Plain English" is now available again in this completely revised and updated Fourth Edition. The text has been expanded to cover many new subjects, recent developments and court decisions affecting transportation in general and claims for loss and damage to cargo in particular, including developments in international ocean and air transportation, intermodal, and cross-border trade with Canada and Mexico.

This Fourth Edition contains extensively revised sections on all aspects of the law and citations to hundreds of new court decisions. The page numbering has been simplified in order to facilitate finding answers to your questions. As with prior editions, a well organized and detailed table of contents, topical index, and table of authorities are included, as well as extensive appendices containing valuable resource materials.

Major topics include:

- SURFACE CARRIER LIABILITY
- BURDENS OF PROOF
- LIMITATIONS OF LIABILITY
- TIME LIMITS (SURFACE MODES)
- AIDS TO CLAIM RECOVERY
- THE IMPACT OF DEREGULATION
- WATER CARRIER LIABILITY
- INTERMODAL AND MULTIMODAL LIABILITY
- BEGINNING AND ENDING OF CARRIER LIABILITY
- CONTRACTS OF CARRIAGE AND BILLS OF LADING
- CLAIMS PROCEDURES & ADMINISTRATION
- LIABILITY OF SURFACE FREIGHT FORWARDERS AND INTERMEDIARIES
- COMMON CARRIER LIABILITY
- CARRIER DEFENSES TO LIABILITY
- DAMAGES
- SPECIFIC CLAIM PROBLEMS
- WAREHOUSEMAN'S LIABILITY
- AIR CARRIER LIABILITY
- CANADIAN ANNOTATIONS
- MEXICAN ANNOTATIONS

www.transportlawtexts.com

\$285.00

info@transportlawtexts.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

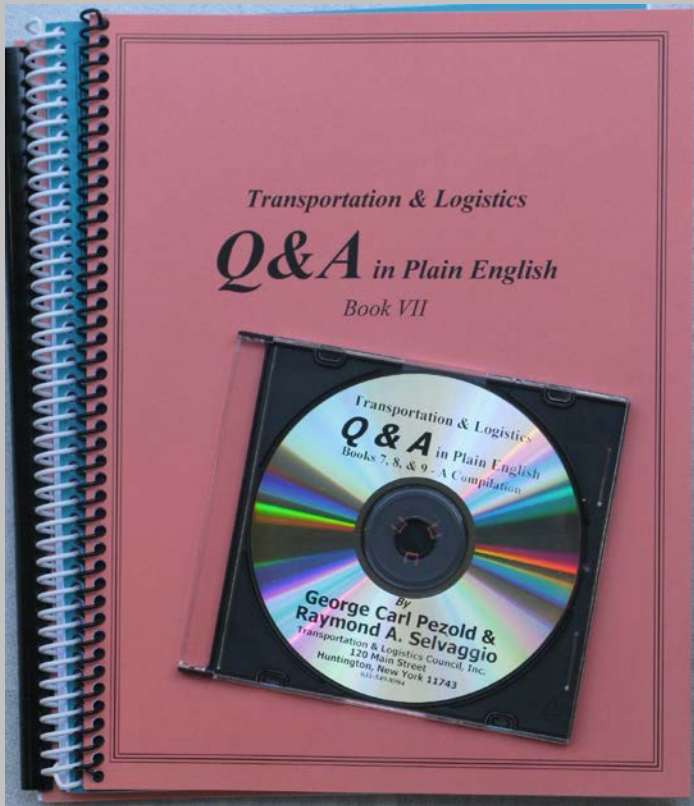
Name:		Title:	
Company Name:			
Address: (STREET ADDRESS ONLY - UPS DOES NOT SHIP TO P.O. BOXES)			
City:	State:	Zip: -	
Phone: ()	Fax: ()	Email:	

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

<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AmEx	Credit Card No.	Exp: (___ / ___)
Name on CC :	Address (if different than mailing address) :	CVV:

**ALL NEW!
A 3-IN-1 BARGAIN!
Q & A IN PLAIN ENGLISH – BOOKS 7, 8 & 9
A COMPILATION**



NOW AVAILABLE IN A SINGLE CD!

**Transportation & Logistics
Q&A in Plain English
Books 7, 8 & 9 – A Compilation**

"Transportation & Logistics - Q&A in Plain English - Books 7, 8 & 9" is a compilation of the seventh, eighth and ninth books in this series of the Council's popular texts that were originally published in 2009 through 2013. Since these were about to go out of print, the Council decided to re-publish this valuable reference material in a single CD version.

Based on hundreds of actual questions submitted to the Council's "Q&A" forum and published in the TransDigest, these are real questions, from business people – shippers, carriers and logistics professionals – with a wide range of day-to-day transportation and logistics problems. The answers are by George Carl Pezold and Raymond A. Selvaggio, two leading transportation attorneys, and are clear, concise and to the point.

This compilation is a "gold mine" of valuable information with almost 500 questions and answers, a table of contents and topical index – some 337 pages if produced in a print version, and now available on a single CD.

The text is intended to be a useful deskbook, and a refresher and handy reference for experienced transportation and logistics professionals. It will also serve as an indispensable teaching aid for students and newcomers to the transportation and logistics field.

If purchased separately, the total cost of all three books would be \$110 (for members) \$150 (for non-members). The CD version is a big savings - only \$70 (for members) and \$90 (for non-members). This includes FREE shipping!

Order Form

Fill out the information below, detach and send with your payment to: **TLC, 120 Main St., Huntington, NY 11743**
Fax to: 631-549-8962 Email to: diane@transportlaw.com

Name:		Position:	
Company Name:			
Address: (STREET ADDRESS ONLY – UPS DOES NOT SHIP TO P.O.BOXES)			
City:		State:	Zip:
Phone: ()	Fax: ()	Email:	

Item #	Description	Qty	Price	Total
594	Q & A in Plain English – Books 7, 8 & 9 on CD (T&LC Member)		\$ 70.00	\$
594-NM	Q & A in Plain English – Books 7, 8 & 9 on CD (Non- Member)		\$ 90.00	\$

CREDIT CARD INFORMATION

CREDIT CARD #	<input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AE	
Name on Card:	Exp. Month/Year: /	
Billing Address on card (If different than above):		
City:	State:	Zip:

The Transportation & Logistics Council, Inc.

Phone: (631) 549-8984

120 Main Street, Huntington, NY 11743

Fax: (631) 549-8962

EDUCATIONAL MATERIALS

Item		Item#	Price
Shipping & Receiving in Plain English, A Best Practices Guide (2009), by George Carl Pezold	Member	586	\$70.00
	Non	586-NM	\$90.00
Contracting for Transportation & Logistics Services (rev. 2001), by George Carl Pezold	Member	576	\$40.00
	Non	576-NM	\$60.00
Transportation & Logistics - Q&A in Plain English – Books VII, VIII & IX A Compilation on CD Disc by George Carl Pezold and Raymond Selvaggio (2015) ***NEW***	Member	594	\$70.00
	Non	594-NM	\$90.00
Transportation & Logistics - Q&A in Plain English – Books IV, V and VI A Compilation on CD Disc by George Carl Pezold and Raymond Selvaggio (2004 – 2007)	Member	589	\$60.00
	Non	589-NM	\$80.00
Transportation & Logistics - Q&A in Plain English – Book X (2014) by George Carl Pezold and Raymond Selvaggio	Member	592	\$50.00
	Non	592-NM	\$70.00
Transportation & Logistics - Q&A in Plain English – Book X (2014) on CD Disc by George Carl Pezold and Raymond Selvaggio	Member	593	\$50.00
	Non	593-NM	\$70.00
Transportation & Logistics - Q&A in Plain English – Book IX (2012) by George Carl Pezold and Raymond Selvaggio	Member	590	\$35.00
	Non	590-NM	\$55.00
Transportation & Logistics - Q&A in Plain English – Book VIII (2010) by George Carl Pezold and Raymond Selvaggio	Member	587	\$35.00
	Non	587-NM	\$55.00
Transportation & Logistics - Q&A in Plain English – Book VII (2008) by George Carl Pezold and Raymond Selvaggio	Member	584	\$35.00
	Non	584-NM	\$55.00
Transportation Insurance in Plain English (1985), by William J. Augello	Member	521	\$13.00
	Non	521-NM	\$25.00

FREE SHIPPING in the 48 Contiguous U.S States
(Call for shipping costs outside the US)

Order Form

Fill out the information below, detach and send with your payment to: **TLC, 120 Main St., Huntington, NY 11743**
Fax to: 631-549-8962 Email to: diane@transportlaw.com

Name:		Position:
Company Name:		
Address: (STREET ADDRESS ONLY – UPS DOES NOT SHIP TO P.O.BOXES)		
City:	State:	Zip:
Phone: ()	Fax: ()	Email:

Item #	Description	Qty	Price	Total
			\$	\$
			\$	\$
			\$	\$

CREDIT CARD INFORMATION

CREDIT CARD #	<input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AE	
Name on Card:	CVV:	Exp. Month/Year: /
Billing Address on card (If different than above):		
City:	State:	Zip: