A publication of Benesch Friedlander Coplan & Aronoff LLP's Transportation & Logistics Group

Winter 2018

InterConnect

Benesch has been ranked in the **First Tier** nationally in **Transportation Law** in the 2018 Edition of U.S. News & World Report/ Best Lawyers® "Best Law Firms" ranking.

The U.S. News & World Report/Best Lawyers® "Best Law Firms" rankings are based on an evaluation process that includes the collection of client and lawyer evaluations, peer review from leading attorneys in their field, and review of additional information provided by law firms as part of the formal submission process. For more information on Best Lawyers, please visit www.bestlawyers.com.

Counsel for the Road Ahead®

Faster Than Now! The Final Word, On the Final Mile

Eric L. Zalud

We have found that more and more of our clients are involved in e-commerce fulfillment, distribution and last-mile services. We handle sophisticated issues in this sector every single day, including drafting and negotiating contracts for last-mile delivery service providers, counseling on development of operational structures with value-added service providers, drafting warehouse fulfillment contracts that support those operations, and ensuring that those models for the last mile do not run afoul of regulatory authorities. Litigation unfortunately *does* ensue and will only grow in prevalence as more and more logistics service providers enter the last-mile market. The facts and circumstances of these cases are new and interesting due to the dramatic evolution in delivery models and consumer preferences!

We have decided to start a feature in each issue of *InterConnect* devoted to case law, statutory and regulatory developments relating to ecommerce fulfillment, distribution and last-mile delivery issues.

Trip and Fall / The Perilous Last-Mile Doorstep

A recent manifestation of last-mile delivery litigation was *Muzzarelli v. United Parcel Service, Inc.* [2017 WL 2786456, 2017 U.S. Dist. LEXIS 99395 (C.D. Ill. June 27, 2017)]. In that case, Plaintiff Muzzarelli brought a personal injury claim arising from a fall that she had when she tripped over a package delivered to her home by UPS. She then filed a common law negligence lawsuit against UPS in state court. UPS removed the case to federal court and filed a motion for summary judgment, asserting Federal Preemption of plaintiff's claims, and also a defense that plaintiff could not recover because the "risk" was "open and obvious."

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Faster Than Now! The Final Word, On the Final Mile

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Muzzarelli, however, had not alleged damage to the goods that were shipped in interstate commerce. In fact, she did not allege that the package was damaged *at all*. Instead, she claimed that UPS was negligent in the *actual placement of the package on the porch*, which caused her to suffer personal injuries. Consequently, her claim was not preempted by the federal Carmack Amendment because it arose from a "separate and distinct ground from the *loss of, or the damage to, the goods* that were shipped."

UPS also argued that the package was an "open and obvious danger" and, that therefore, it should not be liable for any physical harm caused by the package's porch placement. However, the court found that an open and obvious danger is a defense to premises liability, which is inapplicable because the plaintiff's complaint asserted an ordinary negligence claim.

Lessons Learned

In our litigious society, with millions of packages being delivered to the doorsteps of consumers every day (and more on the way), cases such as this will continue to arise. A better course than defending these cases successfully *is to not have a claim brought at all*. To that effect, certain simple preventive measures can be taken when executing last-mile delivery operations:

1. **Training and instruction** to last-mile delivery drivers on package placement can be included in instructional training videos to those drivers. Obviously, care should be taken to ensure that employment status is maintained through any such training exercise.
2. **Cautions regarding video surveillance.** Drivers should also be made aware that many houses, residences and apartment buildings now have video surveillance cameras throughout the property that often capture delivery providers' actions on the proverbial customer doorstep. These videos can not only implicate the last-mile service provider but also impugn the driver who leaves the package at the doorstep in cavalier fashion.
3. **Contracting limitations and online service terms.** This is the era of rapid-fire transactions. However, certain terms and conditions may be placed on last-mile providers' websites, or in their contract with shippers, to help obviate or limit any such liability, by contract.

Watching the Horizon

We are confident that service providers, consumers and the courts will quickly adjust to new "point and click" realities. The challenge is, and has always been, adapting archaic laws and industry norms to new economic interests and systems. We will continue to keep you apprised of these developments to help avoid getting tripped up!

For more information, please contact **ERIC ZALUD** at ezalud@beneschlaw.com or (216) 363-4178.

In-Transit Freight Finance: The WHY and HOW for Leveraging Every Container

Jonathan Todd

Global supply chains present unique opportunities for large shippers and their lenders to negotiate credit agreements. Lending against in-transit freight, in particular, allows a shipper to expand its asset base to include inventories beginning the moment goods leave foreign supplier docks. The feasibility of in-transit freight finance relies upon quality documentation of transportation services and the relationships with service providers across the entire span of multimodal international transportation. Strategic planning and well-structured document workflows are essential to successfully building these complex relationships.

"Shippers and lenders balance (their) interests by negotiating workflows that establish lender rights to the freight while permitting the uninterrupted movement of freight."

The Strategic "WHY" for In-Transit Freight Finance

Shippers often own goods sourced abroad well before the freight reaches a United States port of entry. Commercial terms of sale, such as the Ex Works INCOTERM (EXW), can transfer title and risk of loss from the foreign supplier to the shipper even before the goods leave the country of origin. Lenders may lend against this in-transit freight just as if it were domestic inventory, provided that reporting provides sufficient visibility and the legal relationships to the freight offer recourse in the event of default. Shippers and lenders balance these interests by negotiating workflows that establish lender rights to the freight while permitting the uninterrupted movement of freight.

The key element for in-transit freight finance is effective management of the seemingly archaic world of negotiable bills of lading. Every shipment transported to the United States by ocean carrier is documented with a bill of lading. A "negotiable" bill of lading serves as a document of title and legally functions as if it were any other negotiable instrument. As a result, negotiable bills of lading entitle the party to whom the bill is issued or endorsed, or any party in possession of the bill if it is endorsed in blank, the exclusive right to receive the freight from the carrier. The right and title conferred by a negotiable bill of lading is superior to all parties except the carrier's own lien for freight charges—it even defeats an unpaid supplier's lien. Carriers may themselves bear liability for failing to deliver freight to the appropriate party as determined by the negotiable bill of lading.

Lenders establish their rights to the in-transit freight by requiring the issuance of negotiable master bills of lading that must be precisely completed. In particular, the Consignee field on the bill of lading must read "To The Order Of" the lender or its designated agent. The use of "Order" language causes the bill to become automatically negotiable and deliverable only to the legal entity identified. This technical completion of the shipping document creates a strong interest in the goods together with the right to march in and recover the freight despite the shipper-debtor's objection. These rights do not exist in any meaningful way if the bill of lading is nonnegotiable or if it is issued "To The Order Of" the shipper or another third party. Similar principles can be generally applied to domestic transportation and warehousing services, thereby encompassing the entire flow of traffic.

The Structural "HOW" for In-Transit Freight Finance

Negotiating effective in-transit freight financing arrangements requires attention to both the details of shipping documents as well as the numerous parties that may be in actual or constructive possession of any particular shipment or the associated shipping documents. International transportation remains a highly fragmented system composed of various carriers, NVOCCs, freight forwarders, consolidators, warehouses and customs brokers. Each of these operational relationships must be managed in addition to the fundamental relationship between lender and shipper, including the respective legal rights to the goods and the covenants to perform in support of the desired lending.

This process begins with negotiating applicable provisions of the credit agreement. The key terms supporting in-transit freight finance involve inclusion of the freight among the asset base, establishing routine reporting for those freight values, and agreeing upon the documentary workflows and relationships with third-party service providers. Separate agreements with the core service providers are required to further support the workflow and ensure the lender's uninhibited right to the goods in the event of default.

The credit agreement will specifically require that carriers issue negotiable bills of lading for the eligible freight, in each case completed "To The Order Of" the lender or its designated agent. The lender will also require that the original master bill of lading is provided to the lender or its agent, often the shipper's customs broker, for endorsement and processing on the lender's behalf. This ensures that the lender has the right to receive the freight from the moment the vessel sets sail for import to the United States. The lender's agent will endorse the bill of lading on the lender's behalf and manage the entry of the goods in the ordinary course of business, which permits the uninterrupted flow of freight. If the lender seeks to exercise its right to the freight, it will instruct the agent to act upon a predetermined workflow that

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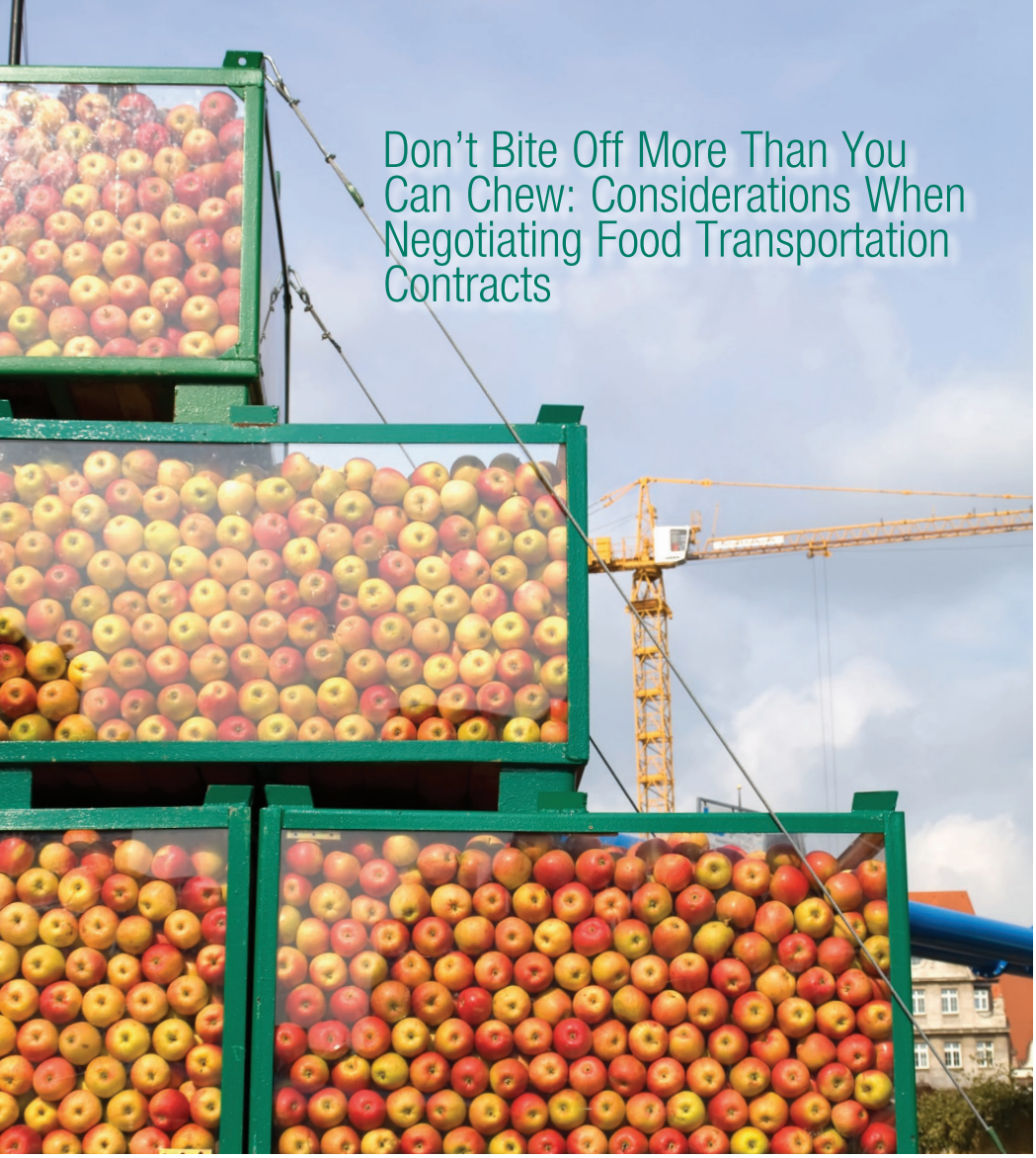


Don't Bite Off More Than You Can Chew: Considerations When Negotiating Food Transportation Contracts

Stephanie S. Penninger

Tyler N. Hayes

There exists some confusion among entities covered by the Sanitary Transportation of Human and Animal Food regulations, found at 21 C.F.R. § 1.900 et seq. and published April 6, 2016 (STF Rules), as to their respective obligations and overreach when negotiating transportation contracts.

The STF Rules implement the Food Safety Modernization Act of 2011 and create new requirements relating to the transportation of human and animal food by motor and rail vehicles within the United States. With a few exceptions, shippers, rail and motor carriers, loaders, receivers and brokers (considered to be shippers and thus subject to the same requirements) involved in the transportation of covered food are subject to the STF Rules. The STF Rules address the design and maintenance of transportation equipment, avoidance of adulteration, and operational measures to be taken to prevent food from becoming unsafe during transportation. Responsibilities can be assigned contractually between covered entities. Many larger companies have already had to comply with the STF Rules by April 6, 2017, and the final compliance date for smaller carriers is coming up on April 6, 2018.

Consequently, shippers, brokers and carriers could be at risk in assuming obligations that are beyond what the STF Rules require or cannot be operationally met. Before entering into transportation contracts involving the transportation of food, there are a handful of considerations that should be addressed.

Scope of Application

Some shippers or freight brokers may seek to apply the STF Rules to all shipments, regardless of whether the commodity being shipped is actually covered by the STF Rules. The STF Rules generally only apply to food that is not completely enclosed in a container or food that requires refrigeration for safety. Brokers, when negotiating with shippers, and motor carriers, when negotiating with shippers and brokers, should limit their STF Rules obligations to only those shipments actually subject to the STF Rules and not assume additional responsibility for noncovered foods.

Temperature Control

The STF Rules are expressly limited to regulating food *safety* and not food *quality*. If brokers or carriers accept shippers' instructions that include quality control temperature set points, as opposed to food safety set points, then they could potentially be held liable to shippers for food shipments considered by shippers to be "adulterated" simply because the shippers' quality control temperatures were not maintained, regardless of whether the failure creates any food safety risk. Motor carriers and their insurers could reject claims by shippers (or brokers on their behalf) to recover for food rejected at destination merely for quality and not safety reasons, particularly without any evidence of actual physical damage to the food product.

For instance, if a broker agrees to the application of the STF Rules to include noncovered commodities and the shipper to designate quality temperatures as opposed to safety-related temperatures, a load of bagged baby carrots, which could be considered exempt from the STF Rules (as completely enclosed by a "container" but not requiring refrigeration for "safety") that was transported at 35 degrees

as opposed to the 34 degrees, as designated by the shipper, could be deemed "adulterated" and, therefore, outright rejected in its entirety by the shipper. Without being able to demonstrate any physical damage to the carrots, most carriers and their insurers would reject a claim to recover for the value of the rejected shipments.

Seals

Shippers often propose including language in transportation contracts allowing the outright rejection of food shipments deemed by the shipper, at its sole discretion, to be adulterated due to a broken or missing seal or seal irregularity. For instance, shippers could propose the following language: "If Shipper's or a vendor's instructions require a cargo seal, the lack of a seal or seal irregularities shall be sufficient to consider the shipment unsafe and a total loss." However, the STF Rules do not require or otherwise regulate seals. In the FDA's official comments to the STF Rules, the FDA stated that a broken seal, alone, does not mean that a load has been adulterated. Instead, a broken seal should prompt the parties to investigate the surrounding facts to determine if there is evidence that adulteration or tampering has occurred. Agreeing that shippers may reject and assert claims for loads due to a seal issue, alone, provides brokers (and carriers contracting directly with shippers) with additional liability exposure not contemplated by the STF Rules. Since motor carriers and their insurers generally reject claims arising from broken seals without any evidence of actual physical damage to the food product, shippers will likely look to brokers to pay these claims.

Shipper Contracts

Brokers will receive requests from shipper customers that the broker take responsibility for some of the customer's own requirements under the STF Rules. In other words, the customer will try to reassign its responsibilities as a shipper to the broker, e.g., the development of written procedures for maintaining temperatures of food or the determination of requirements for sanitarily transporting food products. These requests should be carefully reviewed and rejected whenever possible. Brokers should try to reduce their role to merely being a messenger for their shipper customers in providing the customer's instructions on the sanitary transportation of food to the carriers with which the broker contracts. To the extent that the broker assumes responsibilities from their shipper customers, they should pass them along to the contract carriers whenever possible, taking into consideration the concerns in the Carrier Contracts section, below.

Similarly, some shippers may attempt to have brokers accept certain obligations that only motor carriers are in a position operationally to meet. Brokers should not take on the responsibility of a carrier or ensure that the carrier will abide by these requirements. Brokers do not have any control over the equipment being provided by contract carriers to transport their customers' foods products. Brokers should only agree to require their contract carriers to comply with motor carrier requirements under the STF Rules or abide by shipper customer requirements.

Carrier Contracts

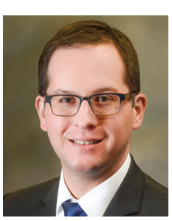
One approach taken by brokers is to simply push unreasonable shipper requirements down to the carrier. This can be a perilous strategy. Most carriers engaged by brokers depend on insurers to pay claims—they simply do not have the ability to pay claims out of pocket. As mentioned above regarding seals, claims unrelated to the actual damage of products will most often be rejected by insurance companies. This puts brokers in a position where they are potentially paying claims to customers that they cannot recover from the transporting motor carrier. For instance, many standard cargo liability insurance policies designed to cover damage due to adulterated food product shipments or a broken seal (to the extent that there is seal coverage) require the determination of adulteration to be made by the FDA, the insurer, or the insurer's agent, and require that the product be salvaged when possible. Thus, if a broker were to agree with a shipper that a determination of adulteration or the salvageability of food product is left to the sole discretion of the shipper, there would likely be no coverage under a motor carrier's standard cargo insurance policy or the broker's contingent cargo liability policy. Brokers should discuss this coverage concern with shippers when negotiating shipper-broker contracts, avoid shipper "sole discretion" or "sole determination" language, and insist on the mitigation of damages whenever possible.

More Stringent Requirements than the STF Rules Require

Brokers and carriers should discuss with shipper customers alternatives and not agree that the shipper customers, consignees or receivers may unilaterally deem food shipments "adulterated," e.g., without an inspection, based upon the mere possibility that the goods have become contaminated or when the shipper's instructions are not followed. Further, the adulteration determination should be made by a joint inspection conducted by an agreed-upon qualified expert (and not simply a shipper's or consignee's quality assurance representative). Brokers and carriers should not agree to assume liability beyond what the STF Rules require.

For more information, please contact **STEPHANIE S. PENNINGER** at spenninger@beneschlaw.com or (312) 212-4981 or **TYLER N. HAYES**, Associate General Counsel, C.R. England, Inc., at tyler.hayes@crengland.com or (801) 974-3351.

IATA-FIATA Pilots New Airline-Forwarder Relationship



Jonathan Todd

Airlines and air forwarders are changing their global relationship for the first time in decades with the launch of a new International Air Transport Association (IATA) and International Federation of Freight Forwarders' Association (FIATA) Air Cargo Program. Canada was selected as the pilot country for the new IATA-FIATA Air Cargo Program. Implementation began in the Third Quarter of 2017 with an effective date of January 2018. The timeline for a phased rollout for the remaining jurisdictions, including the United States, remains yet to be determined.

The new Air Cargo Program follows the creation of a joint IATA-FIATA Governance Board and a stated interest in updating the airline and air forwarder relationship to more accurately reflect current legal and economic realities. In so doing, this new structure is intended to align with the expectations of all parties in today's global air cargo market.

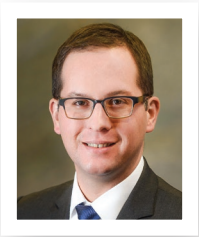
The key difference between the IATA-FIATA Air Cargo Program Forwarder Agreement and the legacy IATA Cargo Agency Agreement is that air forwarders are recognized as principals in their own right in a buyer-seller relationship with the airlines. Under this new Air Cargo Program, air forwarders will bear direct responsibility to their shippers rather than serving as sales agents for the airlines. The new Air Cargo Program does not change the CASS program or any other operational criteria. The use of air waybills by forwarders likewise will not dramatically change apart from the new role as independent principal vis-à-vis the forwarder's shipper.

All current IATA Cargo Agents will automatically qualify for endorsement by IATA-FIATA as part of the new Air Cargo Program. The IATA-FIATA Air Cargo Program Forwarder Agreement is not open to negotiation by forwarders. If an IATA Cargo Agent fails to accept the new Air Cargo Program Forwarder Agreement, then its current IATA Cargo Agency Agreement will be terminated. Any such termination of IATA accreditation will require re-applying to become a IATA CASS Associate if the Cargo Agent desires to continue using the program to settle freight charges.

Benesch's Transportation & Logistics Practice Group will continue to monitor the global rollout of this new IATA-FIATA Air Cargo Program, including its impact to carriers, forwarders and shippers.

JONATHAN TODD is Of Counsel with the national Transportation & Logistics Practice Group of Benesch, Friedlander, Coplan & Aronoff. He may be reached at (216) 363-4658 or jtodd@beneschlaw.com.

U.S. Commerce Secretary Appoints Todd to District Export Council



Jonathan Todd

Benesch is pleased to announce that Jonathan Todd, an attorney in the firm's Transportation & Logistics Practice Group, was recently appointed by the U.S. Department of Commerce Secretary Wilbur Ross to serve as a member of the District Export Council for Northern Ohio.

District Export Councils support the mission of the U.S. and Foreign Commercial Service by facilitating the development of an effective local export assistance network, supporting the expansion of export opportunities for local U.S. companies, serving as a communication link between the business community and the U.S. and Foreign Commercial Service, and assisting in coordinating the activities of trade assistance partners to leverage available resources. Individuals appointed to a District Export Council comprise a select corps of trade experts dedicated to providing international trade leadership and guidance to the local business community and assistance to the Department of Commerce on export development issues.

Jonathan Todd practices law in the areas of supply chain management, international trade compliance, logistics and transportation. He represents manufacturers, retailers, third-party logistics providers and carriers in transactional and regulatory matters. Those issues span the wide range of challenges that arise when deploying and managing domestic and international business operations and supply chains. Jonathan may be reached at (216) 363-4658 or jtodd@beneschlaw.com.

In-Transit Freight Finance: The WHY and HOW for Leveraging Every Container

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deviates from the ordinary course by holding the bills of lading rather than endorsing them over to the shipper. The lender may receive the freight in its own right if it chooses.

The ancillary agreements with service providers are often tripartite in nature with the lender, shipper and service provider as signatories. The key terms structuring the workflows and rights of the parties often include acknowledgment of the lender's security interest, waiver or subordination of the service provider's lien, acceptance of the lender's right to enter and recover the freight or the shipping documents, agreement upon reporting requirements, and in some instances appointment as a limited agent (particularly with customs brokers) or bailee (particularly with warehouses) for the lender. This endeavor requires a keen understanding of the shipper's inbound traffic flows and negotiation of terms with the significant nodes within that supply chain. Many sophisticated service providers accept these structures and terms of agreement in the interest of accommodating the financial needs of large shipper customers. The degree of negotiation and its impact on the relative rights of the lender may ultimately impact the desire to lend against the in-transit freight.

In-transit freight financing achieves the practical effect of conceptually extending the walls of a large shipper's warehouses as far as the supplier's door, provided that it is well-structured and documented across all relationships. This strategy is most advantageous for global supply chains with high volumes of inbound freight and long transit times due to the relative magnitude of freight that may be in transit at any given time. The resulting impact to a shipper's assets can be appreciable while still protecting the shipper's supply chain management objectives and the lender's interest in those goods.

JONATHAN TODD is Of Counsel with the national Transportation & Logistics Practice Group of Benesch, Friedlander, Coplan & Aronoff. He may be reached at (216) 363-4658 or jtodd@beneschlaw.com.

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Pass this copy of *InterConnect* on to a colleague, or email **MEGAN PAJAKOWSKI** at mpajakowski@beneschlaw.com to add someone to the mailing list.

Benesch

Ready for what's next.

Benesch is pleased to share that two members of the Transportation & Logistics Practice Group have been named partners of the firm in 2018.

David M. Krueger

David M. Krueger

Litigation and Transportation & Logistics Practice Groups

David represents motor carriers, air carriers, brokers and forwarders in a wide variety of business, cargo and personal injury claims. David has defended carriers in a variety of class action lawsuits, including class action lawsuits alleging violations of the Truth-In-Leasing Regulations and the transportation-industry-specific requirements under the Fair Credit Reporting Act. David also assists pilots, aircraft owners and businesses on a wide variety of aviation-specific matters, including airport classification and compliance, leaseback and purchase agreements, charter agreements, and Part 107 registration and compliance. David is a member of the Aircraft Owners and Pilots Association (AOPA), the Aviation Committee of the Defense Research Institute (DRI), and Lawyer Pilots Bar Association, and maintains currency on both his Private Pilot and Remote Pilot certificates.

David can be reached at dkrueger@beneschlaw.com or (216) 363-4683.

Stephanie S. Penninger

Stephanie S. Penninger

Litigation and Transportation & Logistics Practice Groups

Stephanie focuses her practice on representing motor carriers, third-party logistics providers, ocean transportation intermediaries, national shippers, large private fleets and water carriers in the domestic, non-contiguous trade lanes concerning transportation and logistics matters, including: providing counsel concerning maritime and admiralty law issues and regulatory compliance, handling maritime casualty matters, drafting ocean transportation service agreements, and prosecuting and defending freight charge disputes and cargo claims for loss, damage or delay.

Stephanie can be reached at spenninger@beneschlaw.com or (312) 212-4981.

RECENT EVENTS

Conference of Freight Counsel
Martha J. Payne attended and **Eric L. Zalud** attended and presented.
January 6–8, 2018 | Tucson, AZ

Columbus Roundtable of Council of Supply Chain Management Professionals
Marc S. Blubaugh moderated the annual Transportation Panel, "Be First Out of the Gate! Transportation and Logistics in 2018."
January 12, 2018 | Columbus, OH

International Warehouse Logistics Association—Webinar
Marc S. Blubaugh presented *Separating the Wheat from the Chaff: Transportation Contracting for Warehouse Operators*. **Verlyn Suderman** also participated.
January 18, 2018 | Webinar

Transportation Lawyers Association (TLA) Chicago Regional Seminar
Marc S. Blubaugh, Eric L. Zalud, Stephanie S. Penninger, Kelly E. Mulrane, Kevin Capuzzi and **Jonathan Todd** attended.
January 19, 2018 | Chicago, IL

BG Strategic Advisors 2018 Supply Chain Conference
Marc S. Blubaugh, Peter K. Shelton and **Eric L. Zalud** attended.
January 24–26, 2018 | Palm Beach, FL

Stifel Transportation & Logistics Conference
Marc S. Blubaugh and **Eric L. Zalud** attended.
February 13–14, 2018 | Miami, FL

BB&T Logistics & Transportation Conference
Marc S. Blubaugh and **Eric L. Zalud** attended.
February 14–15, 2018 | Miami, FL

Air Cargo 2018
Martha J. Payne, Jonathan Todd and **David M. Krueger** attended.
February 18–20, 2018 | Austin, TX

Grocery Manufacturers Association (GMA) 2018 Legal Conference 2018 Legal Conference
Stephanie S. Penninger attended.
February 27–28, 2018 | New Orleans, LA

27th Biennial Tulane Admiralty Law Institute
Stephanie S. Penninger attended.
February 28–March 2, 2018 | New Orleans, LA

Journal of Commerce (JOC) 18th TPM Annual Conference
Stephanie S. Penninger attended.
March 4–7, 2018 | Long Beach, CA

Warehouse Logistics Association (IWLA) Convention & Expo
Marc S. Blubaugh presented *Transportation Law: Backing Off the Hammer*. **Verlyn Suderman** attended.
March 11–13, 2018 | Tampa, FL

ABA TIPS Admiralty & Maritime Law Committee and Women's International Shipping and Trade Association (WISTA) Panel
Stephanie S. Penninger presented *2018 Hot Maritime Topics: Autonomous Vessels, Blockchain and Cybersecurity*.
March 12, 2018 | Stamford, CT

Transportation Intermediaries Association (TIA) Webinar
Stephanie S. Penninger presented *Emerging Technologies for 3PLs.*
March 14, 2018 at 2:00 ET

Transportation & Logistics Group

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ON THE HORIZON

Transportation & Logistics Council (TLC) 44th Annual Conference

Marc S. Blubaugh is participating in "The Transportation Attorney Panel" on the subject of liens. **Eric L. Zalud** is presenting *Outsourcing: Dealing with Contractors and Intermediaries*. **Martha J. Payne** is moderating and **Stephanie S. Penninger** is participating in the "Loss Prevention and Mitigation of Damages" panel.
March 19–21, 2018 | Charleston, SC

Columbus Logistics Breakfast Club

Marc S. Blubaugh is presenting *Blockchain in Transportation and Logistics*.
March 23, 2018 | Columbus, OH

Truckload Carriers Association (TCA) 80th Annual Convention

Stephanie S. Penninger, Matt Selby and **Jonathan Todd** are attending.
March 25–28, 2018 | Kissimmee, FL

Trucking Industry Defense Association's Cargo Claims Seminar

Marc S. Blubaugh is presenting *Freight Claims in 2017: The Year in Review.*
April 4, 2018 | Tempe, Arizona

American Moving and Storage Association (AMSA) Conference & Expo

Jonathan Todd is attending.
April 8–10, 2018 | Ft. Lauderdale, FL

Transportation Intermediaries Association (TIA) Capital Ideas Conference and Exhibition

Martha J. Payne is presenting *Ask the Expert—Transportation Attorney.* **Eric L. Zalud** is presenting *Kicking the Tires: Buying and Selling Logistics Businesses*. **Marc S. Blubaugh** is participating in the panel "Avoiding Unintended Consequences and Stress on Relationships: Industry and Legal Perspectives." **Stephanie S. Penninger** is also participating in a panel called "Real Life Claims Issues—How to Survive in the Jungle of Claims."
April 8–11, 2018 | Palm Desert, CA

2018 TerraLex Global Meeting

Eric L. Zalud is attending.
April 18, 2018 | Barcelona, Spain

ACG The Future of Food Conference

Stephanie S. Penninger is attending.
April 19, 2018 | Chicago, IL

GNOBFA 36th River and Marine Industry Seminar

Stephanie S. Penninger is attending.
April 24–27, 2017 | New Orleans, LA

NASSTRAC Annual Shippers Conference & Transportation Expo

Marc S. Blubaugh is presenting *Check, Please! Who is Left Paying the Bill for Freight Charges, Cargo Claims, Detention and Demurrage, and Accidents?*
April 29–May 1, 2018 | Orlando, FL

National Customs Brokers and Forwarders Association (NCBFAA) Annual Conference

Jonathan Todd is attending.
April 29–May 2, 2018 | Rancho Mirage, CA

ABA TIPS Section Conference and Admiralty & Maritime Law Committee Transportation Panel

Stephanie S. Penninger is presenting *Don't Be a Turtle! Handling the Reptile Theory and the High-Profile Transportation Case*.
May 3, 2018 | Los Angeles, CA

Intermodal Association of North America's Intermodal Operations & Maintenance Business Meeting

Marc S. Blubaugh is attending.
May 2–4, 2018 | Lombard, IL

Maritime Law Association of the United States Spring Meetings

Kelly E. Mulrane is attending.
May 2–5, 2018 | New York, NY

Transportation Lawyers Association (TLA) Annual Conference

Stephanie S. Penninger is presenting *Facing Both Ways—Cargo Claims Handling for Transportation Intermediaries*. **Eric L. Zalud** is presenting *Legal Strategies for Risk Management in the Transportation Sector*. **Marc S. Blubaugh** and **Martha J. Payne** are attending.
May 2–6, 2018 | Orlando, FL

Warehousing Education and Research Council

Verlyn Suderman is speaking.
May 6–9, 2018 | Charlotte, NC

VMA 15th Annual International Trade Symposium

Stephanie S. Penninger is attending.
May 9–11, 2018 | Norfolk, VA

Columbus Logistics Conference

Marc S. Blubaugh and **Thomas B. Kern** will be providing a legal update.
May 16–17, 2018 | Columbus, OH

Eye For Transport's North American 3PL & Supply Chain Summit

Marc S. Blubaugh and **Eric L. Zalud** are attending.
June 5–7, 2018 | Atlanta, GA.

Conference of Freight Counsel

Eric L. Zalud is attending.
June 9–11, 2018 | Old Town Alexandria, VA

The Association of Transportation Logistics Professionals's Annual Meeting

Marc S. Blubaugh is presenting on the subject of blockchain.
June 10–12, 2018 | Washington, D.C.

For further information and registration, please contact **MEGAN PAJAKOWSKI**, Client Services Manager, at mpajakowski@beneschlaw.com or (216) 363-4639.