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

Selling Your Transportation Company? Here's the Road Map

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Jonathan R. Todd

Peter K. Shelton

Many transportation and logistics (T&L) companies are family-owned or closely held businesses that often bear their founder's name. Some have been passed down through two or more generations of family ownership. But there comes a time for most businesses when selling full or partial ownership becomes a desire or even a necessity. This article is a brief seller's road map, based on years of experience helping owners sell their businesses or take on investments, from those first thoughts of selling your business through the closing process.

Getting Your House In Order. To paraphrase the old Boy Scouts of America motto—it is always a good time to prepare. Readying a business for eventual sale can add value and alleviate the obstacles that can slow or even derail a sale process. One initial point of consideration is determining exactly what is being sold, whether it includes some or all of the business's operations and assets, and whether the assets to be sold are ready for sale in their current condition. Ensuring that all books and records are ready also eliminates stress during the all-important due diligence process, when a seller needs to demonstrate clear title to assets, payment of taxes, appropriate licensing and operating authority, and due business formation and qualification.

Kicking-Off the Process. Early discussions with buyers are usually "exploratory" in nature. They are big-picture discussions about goals and fit to see whether more substantive conversations are worthwhile. Having a nondisclosure agreement (NDA) makes perfect sense even at this early stage because you will not want the details of your business shared—including the very fact that you are exploring a potential sale or investment.

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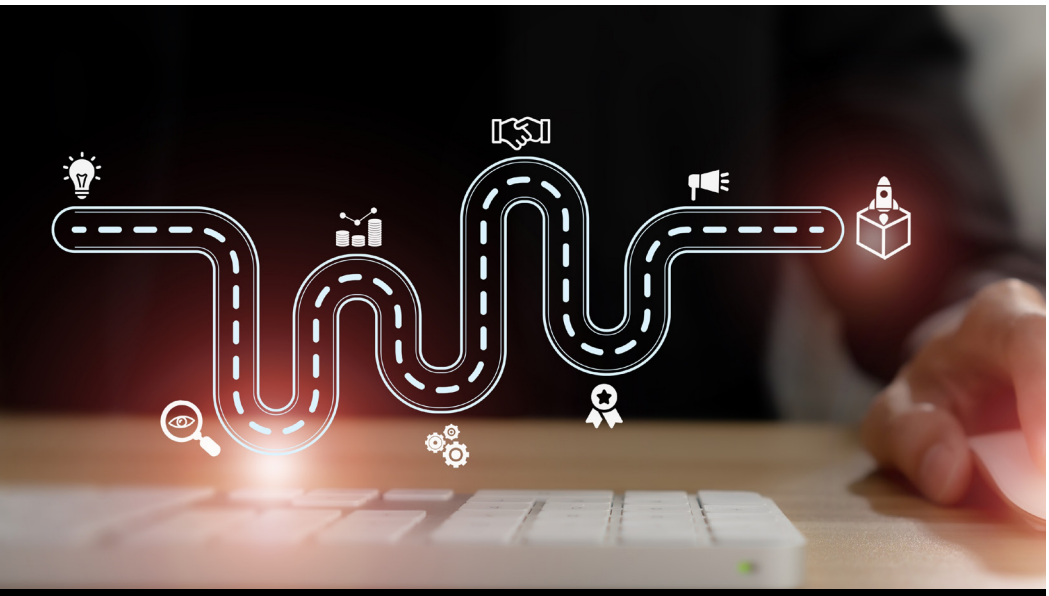

Selling Your Transportation Company? Here's the Road Map

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A key consideration in any sale process is whether or not to hire a financial advisor. In our experience, engaging an investment banker experienced in the T&L industry can be very helpful, and a qualified banker's value to the process should pay for itself. The role of the banker is to help you shop your business, test the market, and help you achieve the optimal outcome in terms of value and deal terms. Depending on your objectives, the process may be aimed at a wide audience or curated to a smaller subset of potential buyers. An investment banker will help to manage the sale process from start to finish, including organizing the due diligence production inherent in every transaction.

Selecting a Buyer. While the total "top line" purchase price consideration that a given buyer proposes to pay is certainly a major factor in selecting the ultimate buyer, there are a number of other factors to keep in mind. For instance, what form will the consideration take? All cash? Cash and a Seller Note (meaning that you, the seller, are financing part of the purchase)? Or is the buyer planning to use its stock to pay part of the purchase price? If so, there are many nuanced issues to address regardless of whether the buyer is a publicly traded business or a privately owned business. And, by the way, in the case of privately owned business, there will be significant differences in the approach of a private equity-sponsored company versus a non-sponsored company (i.e., a family-owned or closely held business).

Other factors to consider are cultural fit and the role you expect to have and the roles you expect your management team to have under new ownership. And, certainly a key consideration in differentiating among buyers is certainty of closing. What items have the various buyers indicated as conditions to their ability to close—and how will they finance the transaction?

Structuring the Sale. Eventually in every transaction the subject of asset purchase versus equity purchase arises. Buyers often have strong financial, tax and liability mitigation reasons for the type of structure they prefer. The T&L industry has its own unique character since some operating authorities, licenses and permits are not easily transferrable in asset transactions. Understanding the nature of the consents required in order to convey key customer and vendor contracts is an important part of identifying the viability of an asset sale versus an equity sale transaction. As a business seller, one of your objectives is to understand the nuances of various deal structures, how they impact the likelihood of a successful sale process and, ultimately, how they may impact the legacy of your company.

Going Through the Sale Process. Once it is time to talk price and the basics of structure, then a letter of intent (LOI) is often in order. The LOI will include key terms, such as the anticipated sale price, how that will be paid, and the proposed transaction structure (asset or stock purchase). In addition, the LOI will establish the buyer's exclusivity period, during which the seller is prohibited from negotiating an alternative transaction with another buyer. The full third-party due diligence process generally kicks off at this point, and the buyer's legal, accounting, insurance and IT professionals will review your company to confirm the buyer's expectations. Negotiations will also begin on a definitive purchase agreement between you and the buyer.

Closing Considerations. Transactions generally "close" (i.e., the deal is finalized, and the purchase price consideration is delivered to the seller) concurrent with the signing of the definitive purchase agreement. In some cases, though, the purchase agreement is signed, but the transaction "closing" is delayed until certain conditions have been satisfied. For instance, government approvals, third-party consents and confirmatory customer calls may be required; however, the parties may choose to pursue those only after the signing of the definitive purchase agreement. From the seller's perspective, the latter approach is often preferred because the definitive purchase agreement has been signed and the buyer has limited "outs" to not close the transaction.

Post-Closing Considerations. Not all deals mean that the seller walks away from the business. It is frequent for sellers of T&L businesses to stick around after close under

a short- or long-term employment contract or consulting agreement. Keep in mind, that if you do walk away from business, you will likely be subject to noncompete obligations, meaning that you are prohibited from starting a competing business or soliciting customers for a period of time.

No single reason exists to sell, since every company is as different as its leaders and history. Still, for almost everyone, it is an emotional once-in-a-lifetime decision. A little effort in planning ahead and bringing the right team can help steady nerves through that unfamiliar terrain.

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Every Victory Is a New Beginning: U.S. Supreme Court Agrees to Consider Freight Broker Liability

Marc S. Blubaugh

On Friday, October 3, 2025, the United States Supreme Court announced that it will provide vital guidance regarding the extent to which freight brokers are liable for alleged negligence in selecting motor carriers that transport goods for brokers' customers. The announcement was immediate cause for celebration among those in the freight brokerage industry for the reasons explained below.

I. What Is the Underlying Case?

The case now before the Court is *Shawn Montgomery v. Caribe Transport II, LLC.* In *Montgomery*, a customer retained a freight broker, C.H. Robinson Worldwide, Inc. (CHR), to arrange for the interstate transportation of a load of plastic pots. CHR contracted with a federally licensed motor carrier, Caribe Transport II, LLC (Caribe), to perform the transportation for the customer. Caribe's driver veered off the road while he was transporting the load through Illinois, colliding with a tractor-trailer that was stopped on the side of the road. The tractor-trailer was being driven by Shawn Montgomery, who was injured as a result of the collision.

Mr. Montgomery commenced litigation in federal district court in Illinois to recover for his injuries. He sued not only Caribe and Caribe's driver but also CHR and certain affiliates of CHR.

> *"As a practical matter, certain parties currently embroiled in freight broker litigation should consider seeking to stay their cases until the Court issues its decision in* Montgomery*."*

Mr. Montgomery alleged that CHR negligently selected Caribe to perform the transportation and that CHR was vicariously liable for the torts of Caribe and its driver due to alleged control exercised over Caribe and its driver. CHR moved for summary judgment on the vicarious liability claim, which the district court granted after finding that Caribe and its driver were independent contractors—not agents—of CHR. The district court also ultimately granted judgment for CHR on the negligent hiring claims on the basis that such claims were preempted by a federal statute, the Federal Aviation Administration Authorization Act (FAAAA). Mr. Montgomery appealed to the U.S. Court of Appeals for the Seventh Circuit, which affirmed the district court's dismissal of the negligent hiring claims.

Mr. Montgomery then sought review from the U.S. Supreme Court. Notably, despite winning at the federal district court and in the Seventh Circuit, CHR also requested that the U.S. Supreme Court review the decision in order to provide clarity to the freight brokerage industry. The Court has now agreed to hear the case.

II. What Is the FAAAA?

In the late 1970s and early 1980s, Congress began to deregulate various types of interstate transportation services, culminating in the mid-1990s with the passage of the FAAAA and the Interstate Commerce Commission Termination Act (ICCTA). The FAAAA expressly preempted a wide variety of state and local regulations and state law claims affecting motor carriers. Among other things, the ICCTA also expanded federal preemption under the FAAAA to include preemption of claims not only against motor carriers but also against *freight brokers* in particular. The deregulatory goal of the FAAAA was to facilitate interstate commerce by eliminating the patchwork quilt of conflicting state laws and regulations that was hampering the operations of motor carriers and brokers.

However, the FAAAA not only preempts positive laws enacted by states but also other forms of state action (i.e., court judgments and jury verdicts) that have the effect of regulating the services of freight brokers. This latter form of state regulation often presents an existential risk to the freight brokerage industry. After all, personal injury lawsuits against motor carriers and freight brokers can end with multimillion-dollar verdicts. In recent years, the number of lawsuits against brokers has only increased, causing insurance premiums to skyrocket and

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leaving brokers confounded about what level of "due diligence" they should be applying when selecting the motor carriers that haul their customers' goods.

III. What Is the Legal Issue that the Court Will Decide?

The key legal issue that the Court will decide is whether the so-called "safety exception" in the FAAAA saves negligence claims against brokers from being preempted. As amended, the FAAAA provides:

> Except as provided in paragraphs (2) and (3), a State, political subdivision of a State, or political authority of 2 or more States may **not enact or enforce** a law, regulation, or other provision having the force and effect of law **related to a price, route, or service of any** motor carrier (other than a carrier affiliated with a direct air carrier covered by section 41713(b)(4)) or any motor private carrier, **broker**, or freight forwarder with respect to the transportation of property.

49 U.S.C § 14501(c)(1). While courts have broadly agreed that this language preempts claims against freight brokers as a general rule, courts disagree about the meaning of one of the statutory exceptions in the FAAAA. At issue here is the meaning of the so-called "safety exception," a savings clause that provides that the FAAAA does not "restrict the safety regulatory authority of a State **with respect to motor vehicles**." Id. § 14501(c)(2)(A) (emphasis added).

The straightforward text of the exception seems clear enough: Under the FAAAA, states retain regulatory authority over motor vehicles, despite the otherwise broad preemption language in the statute. Stated another way, the savings clause allows states to continue to regulate the safety of motor carriers, trucks and other vehicles operating in the state.

Yet, the federal appellate courts are deeply divided over the meaning of this exception when it comes to freight brokers. Stretching the law's text to its breaking point, plaintiffs' lawyers have argued that the phrase "with respect to motor vehicles" permits states to exercise safety regulatory authority not only over motor carriers (who obviously operate motor vehicles) but also over brokers (who do not operate motor vehicles).

IV. Why Is the Supreme Court Decision so Important to Freight Brokers?

Courts across the nation have reached conflicting decisions about the extent to which the FAAAA protects freight brokers from such lawsuits.

Two federal circuits (the Ninth and Sixth Circuits) have accepted plaintiffs' interpretation and allowed state tort law claims to proceed against brokers. Those circuits include federal courts in Alaska, Arizona, California, Hawaii, Idaho, Kentucky, Michigan, Montana, Nevada, Ohio, Oregon, Tennessee and Washington. Two other federal circuits (the Seventh and Eleventh Circuits) have rejected that approach, holding that the

so-called safety exception covers only motor carriers, not brokers, meaning that claims against brokers remain preempted. Those circuits include federal courts in Alabama, Florida, Georgia, Illinois, Indiana and Wisconsin. District courts in other circuits and state courts across the country have likewise issued differing opinions.

The resulting landscape leaves brokers subject to a dizzying array of conflicting standards across the country. For instance, a freight broker sued in federal court in California or Ohio remains exposed to negligence claims. However, if the same freight broker is sued in federal court in Illinois or Florida, the freight broker is protected from negligence claims. Freight brokers cannot function effectively in an environment where liability depends on how far the chosen motor carrier made it down the road—and in which federal Circuit that road lies—when an accident occurs. Without a single, uniform ruling about the meaning of the so-called "safety exception" in the FAAAA, brokers are simply left to guess about what law governs their businesses.

The U.S. Supreme Court has now agreed to resolve this deep divide over an issue that is of exceptional public importance. The Court's eventual decision will bind not only federal courts but all state courts as well.

V. When Will the Court Issue a Decision?

Persuading the Court to accept a case for review is an achievement in and of itself, since the Court only accepts a small handful of the many thousands of petitions submitted for review each year. However, CHR must now persuade the Court on the merits of the issue. The granting of certiorari kicks off a schedule that, absent any extensions, will extend well into the new year.

Mr. Montgomery's merits brief will be due in mid-November, and CHR's brief will be due thirty (30) days afterward in mid-December. Mr. Montgomery is entitled to a reply brief that will be due in mid-January 2026. Likewise, any amicus briefs supporting either party must be filed within seven (7) days of the date on which the party supported by the amicus filed its merits brief. The Court will schedule an oral argument to occur after briefing is complete. Oral arguments are generally scheduled on specified Monday, Tuesday and Wednesday mornings between now and the end of April. The Court issues its decisions weeks to months after oral argument depending on the Justices' respective workloads and the number of concurring and dissenting opinions.

Regardless, the Court will issue a decision before the Court's summer recess in late June or early July of 2026.

VI. Are Any Other Cases Pending Before the U.S. Supreme Court on This Issue?

Total Quality Logistics, LLC (TQL) has a petition for review pending before the U.S. Supreme Court on the very same legal issue. Whereas the court decision in *Montgomery* held that the negligence claims against CHR were preempted, the court decision in *TQL v. Robert Cox* held that the negligence claims against *TQL* were *not* preempted. When the Court granted certiorari in *Montgomery*, the Court did not announce what it will do with the petition in Cox. Several possibilities exist.

First, the Court could consolidate, group or otherwise link the petition in *Cox* with the petition in *Montgomery*, since the two petitions obviously raise the same core legal issue, albeit from different procedural postures and with subtle distinctions in the respective petitioners' arguments. Second, the Court could let *Cox* linger on the docket without any action and then, upon disposition of *Montgomery*, "GVR" the petition in *Cox* (meaning "grant" certiorari, "vacate" and "remand" based upon the decision that it renders in *Montgomery*). Third, the Court could simply treat *Montgomery* as the effective "stand-in" for *Cox* (while not expressly stating so) and deny cert in *Cox*, which would seem counterintuitive but is possible.

Regardless of the procedural treatment of *Cox*, the core issue is now going to be addressed by the U.S. Supreme Court.

VII. What Does This Mean for the Industry in the Meantime?

When issued, the Court's decision will have a profound effect upon the way in which brokers perform their core service of selecting and arranging motor carriers to transport freight.

In the meantime, while the briefing and oral argument unfold over the upcoming months, various interest groups on both sides of this issue will begin preparing amicus briefs to support or oppose a particular outcome in the U.S. Supreme Court. As a practical matter, certain parties currently embroiled in freight broker litigation should consider seeking to stay their cases until the Court issues its decision in *Montgomery*. Underwriters who insure the freight brokerage industry should begin planning for various possible outcomes in *Montgomery* and evaluating what effect those possible outcomes could have on reserves and future premiums. Motor carriers must also assess how to prepare for the Court's eventual decision; a reversal of *Montgomery* would effectively eliminate some motor carriers from the transportation market altogether, since brokers would be driven to work with only the most established motor carriers. Shippers, who themselves have benefited from FAAAA both directly and indirectly, will also begin evaluating the effect that a favorable or unfavorable decision will have upon their procurement of transportation services. And, of course, forward-thinking freight brokers will be workshopping the ways in which they will operate going forward depending on the Court's decision.

In short, while the granting of certiorari in *Montgomery* is truly momentous news for the freight brokerage industry, this victory is simply the beginning of a new phase of the important fight to preserve Congress's deregulatory goals in enacting the FAAAA.

For more information, please contact a member of Benesch's Transportation & Logistics Practice Group.

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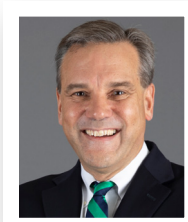
Georgia On My Mind: Reptile Smiting Via Statute in the Peach State!



Eric L. Zalud

Unfortunately, the nuclear verdict phenomenon grows and prospers in 2025. A "nuclear verdict" is described as a verdict of $10 million or more. In a nuclear verdict case, plaintiffs' counsel, propagating a sophisticated yet primordial strategy known as the Reptile Theory, seek to vilify the trucking company, as opposed to seeking recompense for actual damages. The propagation of nuclear verdict litigation is an albatross around the proverbial neck of the motor carrier industry and the transportation brokerage sector. Nuclear verdicts have jumped over 300% in the past decade. There are many effective ways to counter Reptile Theory tactics before litigation, and in the heat of litigation itself. However, defense counsel can be aided in litigation by legislatively enacted state laws, which codify more rational decision-making processes for these cases. Such legislation can serve to curb the inflammatory and non-proximate causally related aspects of that type of litigation. That helps smite Reptilian tactics, at least in part. Several states have already enacted legislative reforms that will assist transportation industry defendants in litigation to achieve results that are not tainted by prejudice. The most recent of these is Florida, but efforts have also been made in states such as Texas, Missouri, Iowa, West Virginia, Louisiana, Massachusetts and Montana.

Pulling Back the Curtain on Litigation Funding in Georgia

Now, another state has been added to pantheon of states that are seeking, via focused legislation, to counter the nuclear verdict trend—Georgia. Georgia had been one of the worst states for nuclear verdicts, but the state's new comprehensive "Georgia Courts Access and Consumer Protection Act" just might change that. One of the principal facilitators of Reptile Theory tactics leading to nuclear verdicts is the relatively new phenomenon of litigation funding. By this modus, a third-party company assists plaintiffs' counsel with funding the expenses of the litigation as it progresses. Then, if there is a favorable settlement or verdict, the litigation funding company takes a percentage cut of that settlement or verdict—*right off the top*. Obviously, this schematic fuels Reptilian litigation tactics and increases the overall *volume* of such lawsuits. These funding schematics enable plaintiffs' counsel to proceed with litigation, but with lessened risk to them and their clients. This mechanism also serves to alter the risk/benefit calculations typically made by plaintiffs' counsel in these cases. Often, these arrangements are opaque, and shuttered from the outside world. They are also rarely permitted to be disclosed during discovery and/or at trial—but Georgia is changing that.

Georgia's new statute regulates such third-party litigation financing practices in the state. The new statute requires that any entity who will be engaged in litigation financing in the State of Georgia must officially register with the state as a "Litigation Financier." O.C.G.A. § 7-10-2 et seq.The registration statement of such a financier must provide the legal name and other identifying information for *each person* who has an ownership stake in the entity. This requisite helps pierce the rather opaque and obfuscatory netherworld of litigation financing. A company must also describe its business operations for the past five years, identify any subsidiaries, and identify all its directors. No foreign entity may be registered as a litigation financier. Similarly, no principal of a litigation financier may be a convicted felon.

The Act then goes on to regulate the *involvement* of litigation financers in the actual litigation. The Act prohibits them from making any decisions with regard to the merits of the claim, expert witnesses, litigation strategy, or settlement negotiations. Id, at § 7-10-4. This provision effectively (we hope) eliminates the sullying of the litigation decision-making process for plaintiffs' counsel, *and the plaintiffs*

themselves. The Act also prohibits the litigation financier from recovering any amount greater than that actually recovered by the plaintiff in the lawsuit which, surprisingly, happens a lot. The litigation financier is also forbidden by the Act from securitizing or assigning the financing agreement—which also happens a lot—and further sullies the litigation decision-making process. The Act also makes the litigation financier jointly and severally liable for any sanctions related to actions that are deemed to have been brought frivolously and without merit. The financier must also indemnify the plaintiff against any adverse costs, attorney's fees, damages or sanctions in the lawsuit. The Act also provides that any person who violates its provisions, including failure to register, could be guilty of a felony, and be imprisoned for up to five years, or fined up to $10,000—so, it has some teeth.

Financial Funding Arrangements Discoverable—and Maybe Admissible

Importantly for counsel for defendant motor carriers, brokers and even shippers, *the Act specifically provides that litigation financing agreements are discoverable*. O.C.G.A. § 9-11-26. It does not specifically comment upon admissibility at trial, but it states that it is *not* specifically *forbidding* admissibility.

Guardrails Around Non-Economic Damages

The Act also prohibits plaintiffs' counsel from arguing the worth or monetary value of non-economic damages at trial or eliciting any testimony or making a reference to any specific amount or range of non-economic damages. Those arguments may be made only after the close of the evidence. They also must be rationally related to the evidence of non-economic damages presented at trial. This enactment should help prevent catastrophic, unsupported non-economic damage proclamations by plaintiffs' counsel, which "anchor" the jury at elevated and disproportionate damage thresholds.

Buckle Up—Or Else it's Admissible

In another all-star edict, the Act makes clear that evidence that the occupant and/or driver of the plaintiffs' vehicle failed to wear a seatbelt—previously inadmissible— is now admissible on the issues of negligence and comparative fault.

Rationally Based Medical Expenses/Controlling Hired Doctors

The Act also reigns in abuses relating to medical expenses and healthcare providers retained only for litigation. It first states that damages for medical and healthcare expenses shall be limited to the reasonable value of medically necessary care. O.C.G.A. § 51-12-1.1. It also permits evidence that medical expenses are covered by workers' compensation programs or insurance. This provision essentially abrogates the collateral source rule that no evidence of insurance payments is permitted, but the statue provides that the court can issue appropriate jury instructions as to those collateral source payments. The Act also takes aim at the cottage industry of treating physicians, who treat patients in conjunction with payment arrangements with plaintiffs' counsel. It states that in those cases in which the healthcare provided has agreed that plaintiffs' medical and healthcare expenses will be paid by a judgment or settlement, a copy of that letter is discoverable. Also, if the physician sells the accounts receivable for the plaintiffs' medical expenses to a third party (it happens, believe it or not!), the name of that third party and the amount of the sale is also discoverable.

Trifurcation Reigns

Finally, the Act bifurcates the trial of any bodily injury or wrongful death case into a first phase of fault only, prior to any determination of total damages. Only if the defendant is found liable can the jury hear evidence of possible compensatory changes. Only after that might the jury consider possible punitive damages. This procedural schematic prevents plaintiffs' counsel from inflaming the jury with hyperbolic damage arguments, which cloud the jury's objective determination of fault and liability.

The fact-finding process, during discovery, pretrial proceedings and trial, in state and federal courts has always been intended to be fair, measured and deliberative, with each party in a civil case, the plaintiff—and the defendant—being able to tell their side of the story without an emotional rush to judgment. That process is intended to be guided by principles of logic and equity, and by a rationally balanced assessment of the facts under applicable law. It was never intended to be dominated by inflammatory, Reptilian efforts to inspire passion and prejudice for matters completely unrelated to the underlying facts of the accident. These principles are fair to both sides and are certainly not unfair to plaintiffs. The legislatures in the states mentioned in this article, and now, Georgia too, have taken rational and measured responses to tactics that often result in bountiful bonanzas for plaintiffs' lawyers; windfalls beyond fair compensation to injured plaintiffs; and seismic, destructive reckonings for motor carrier defendants who are vilified, demonized and pilloried for matters beyond the scope of the accident at hand, often driven out of business as a result of inflated nuclear verdicts. These state legislatures are taking action in response to a problem that is evolving within their state's borders and are seeking to do so in a manner that not only protects defendants from unfair and irrelevant inflammatory evidence, but also simultaneously maintains the rational, logical and equitable judicial fact-finding process for the plaintiffs. Time will tell how this Georgia legislation affects catastrophic accident litigation in the transportation world, but at the very least—it is a start.

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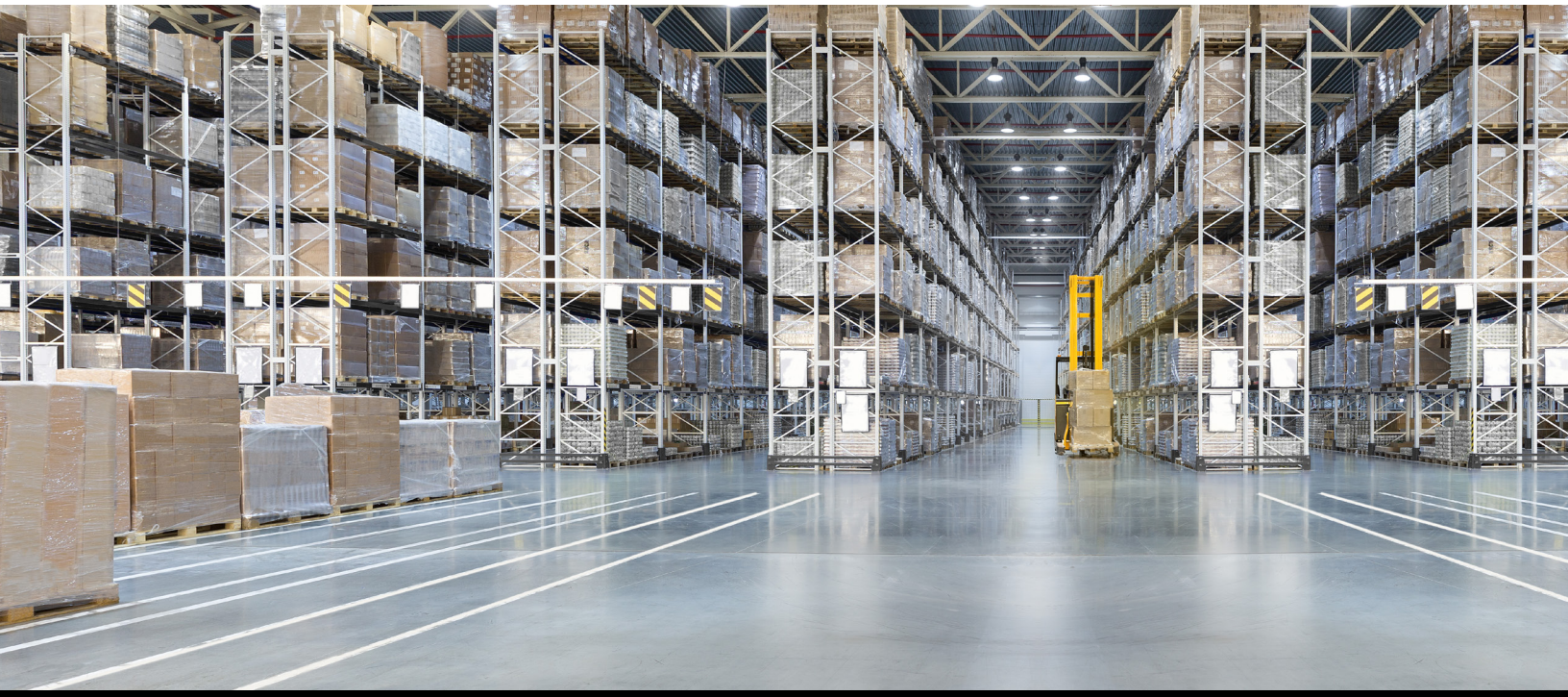
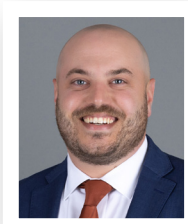


Warehousing Update: The Issues Hiding in Plain Sight



Christopher C. Razek

For services that are, by their nature, designed to be stationary, warehousing operations welcome intertwined movements of a variety of areas of law. Warehousing law is primarily concerned with storage, handling and associated activities. Fundamentally, warehousing is classified as a "bailment" under common law, where a service provider gives reasonable care to items in its possession and control given to it by others without the passage of title. However, the issues that arise between the common law of bailment and the ancillary legal frameworks that govern warehouse operations are often in direct conflict and require technical and meticulous attention.

Liability Generally

We'll start where issues most commonly arise: liability for loss and damage to the products in storage. Transportation, logistics and warehousing activities are often so intertwined that it can be difficult to determine where a well-established service provider's transportation obligations end and warehousing obligations begin, particularly where value-add services are in play. However, that distinction is critical because the liability regimes associated with transportation and warehousing are fundamentally different.

Certain traditional transportation-oriented services are often sold as part of a mature warehousing services portfolio, depending on the customer base. Crossdocking is a warehousing function and unregulated, but from a legal perspective it is often viewed as "storage in transit" and subject to the carrier's liability in the first instance. Consolidation and deconsolidation are often required in the intermodal space as well as at regional distribution centers, which again may be viewed as "storage in transit" depending on the circumstances of the movement. Yard management and yard storage may also be offered where dry vans and tanks receive yard space or where the service is in fact managing a customer's yard. Typically, liability for this service is viewed in a transportation lens and is often outside of the United States Department of Transportation's safety jurisdiction.

The line between a covered claim, acceptance of liability, and a clear indication of when loss occurred is often razor thin. Depositors and warehouse operators alike must take note of the liability regimes that govern each type of service that may be ancillary to core storage services.

Real Estate

While some warehousemen will own the land and building on/in which the warehouse services are performed, many will lease such space. In addition to warehousing considerations, from a real estate perspective, warehouse operators typically need to consider how the property is zoned to make sure the intended use complies with local laws. They must also be mindful of local building codes and safety regulations, such as fire safety, accessibility and structural integrity. Compliance with environmental laws is also crucial to avoid liability associated with dangerous goods/hazardous materials that may be stored on the property.

2025 has seen an influx of depositors rethinking or renegotiating their critical supply chain partners. When depositors proverbially pull the contract "out of the drawer" to determine exit rights, they are sometimes faced with the reality that a warehouse operator's performance of the warehouse services is contingent on lease or other property interests. Termination fees or walk-in rights aside, depositors may not be able to simply draw down inventory in order to exit a relationship with their warehouse operators. These issues are compounded when the depositor holds the property interest in the facility where warehouse services are performed. The close intersection of real estate and general warehousing law tends to make more dedicated warehouse relationships all the more sticky.

Insurance

Not every warehousing contract contains fulsome obligations to maintain each and every type of insurance coverage for expected losses. The availability of insurance is of course just one piece of effective risk management. But there are certain insurance policies that can drive mutual benefit to a depositor and a warehouse operator in the face of infrequent, but potentially catastrophic, claims. Common types of insurance held by warehousemen include:

- **Property Insurance:** This would cover damage to the warehouse structure, equipment and inventory due to events like fire, theft or vandalism.
- **General Liability Insurance:** This would protect against claims of bodily injury or property damage that may occur on the premises, covering legal costs and settlements.
- **Warehousemen's Liability Insurance:** This would protect warehouse operators against claims arising from damage to or loss of goods stored in their facilities.
- **Workers' Compensation Insurance:** Required in most states and provinces, this insurance covers medical expenses and lost wages for employees injured on the job.
- **Business Interruption Insurance:** This would assist with financial support if the business operations are disrupted due to a covered event, helping to cover lost income and ongoing expenses.
- **Environmental Liability Insurance:** This insurance may be necessary if the warehouse handles hazardous materials or dangerous goods, protecting against claims related to pollution or environmental damage.
- **Cyber Liability Insurance:** This insurance is becoming more common as warehouses increasingly rely on technology. This coverage can protect against data breaches and cyberattacks.

Corporate Finance/Lien Rights

Unless waived, a warehouse operator will typically have a specific statutory lien against the bailor on the goods covered by a warehouse receipt or storage agreement under the state commercial code where the facility and goods are located. Warehouse operators may utilize their lien rights as security for the payment on the account, entitling the warehouse operator to withhold release of goods or potentially sell goods on delinquent accounts, when enforced correctly.

A warehouse operator's customers may have credit facilities with various lenders to assist with the operation of their businesses. Those lenders will often obtain a general security agreement in their favor, with the customer's assets and inventory that are stored by the warehouse forming part of the lender's collateral, among other assets. There is often tension between the lender's collateral rights and the warehousemen's lien rights, resulting in the warehouse and the lender negotiating lien subordination agreements, such as bailee waivers, in order to allow the lender priority over the collateral assets. Negotiation of those agreements may be a condition to a depositor inking the warehouse agreement. Warehouse operators are best advised to consult legal counsel and consider fully any rights and remedies associated with the presence of the third-party lender.

Regulated Goods

Compared to other transportation and logistics-based services, warehousing and the storage of a third party's goods is significantly less regulated. There is no universal federal or state license or permit required for the performance of warehousing services (traditional storage and handling), but the warehousing of highly regulated commodities may carry a requirement to obtain a specialized license or permit, mostly from agencies within the jurisdiction where the facility is located. Operators should be aware that storage of goods such as alcohol, hazardous materials, aerosols or flammable/combustible materials, pharmaceuticals, food and drink, bonded merchandise, and other highly regulated goods typically involve greater regulatory oversight.

But what happens if a warehouse operator must enforce its lien against a delinquent depositor and decides to sell regulated goods? The short answer is: It depends on the commodity. Warehouse operators may be restricted from enforcing their lien rights against regulated goods on account of the fact that ultimate sale is not achievable absent a specific license or registration from the federal or a state government. Warehouse operators can confront such a contingency through knowledge and verification of the goods stored and a proactive contracting approach.

Outlook

Our goal in drafting and negotiating warehousing agreements for depositors or warehouse operators is always to avoid surprises. Even when disputes arise, depositors and warehouse operators need experienced legal counsel who understand that a multitude areas of law will often intersect. In those circumstances, it is valuable for a depositor or warehouse operator to know that its counsel has the team and expertise across a variety of practice areas to effectively drive outcomes.

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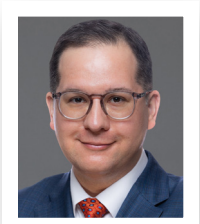
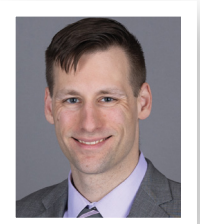
Trump's Emissions Rollback: What Motor Carriers & Private Fleets Must Know



Jonathan R. Todd

Brian Cullen



Robert Pleines, Jr.

President Trump took steps to dismantle California's vehicle emissions standards on June 12, 2025, by signing three Congressional Review Act (CRA) resolutions revoking California's waiver under the Clean Air Act. The waiver previously allowed California to set emissions standards that were stricter than under federal law. The CRAs nullify California CARB's Advanced Clean Trucks and Heavy-Duty Engine emissions rules. The trucking industry cheered this development as a tangible result of its advocacy for those fleets struggling with the cost and complexity of time-certain deadlines for zero-emissions transition.

Emissions Regulation Impacts

Three key CARB regulations impacted by the CRA resolutions include the:

- **Zero-Emission Vehicle (ZEV) Sales Mandate:** Known colloquially as California's "gas-car ban," this regulation required that 100% of new passenger vehicles sold within California be electric or fuel-cell by 2035. The regulation also mandated that at least 80% of new light-duty vehicles sold be plug-in hybrids or ZEVs by 2035.
- **Advanced Clean Trucks (ACT) Regulation:** This rule, which targeted manufacturers of medium- and heavy-duty trucks, required a tiered increase in the percentage of zero-emission medium- and heavy-duty truck sales from 2024 to 2035. In addition to California, several other states adopted the ACT Regulation, including New York, New Jersey, Colorado, Massachusetts, Oregon, Rhode Island, Vermont, Washington, Delaware, New Mexico and Connecticut ("CARB-Adopting States").
- **Low-NO_x Omnibus "Heavy-Duty Engine" Rule:** This rule established stricter nitrogen oxide (NO_x) standards for new heavy-duty diesel engines that are well above current federal levels set by the EPA. California had previously been granted waivers by the EPA for the state to enact the higher standards. The CARB-Adopting States also adopted the Heavy-Duty Engine Rule.

Pending Litigation and Potential Effects

California filed a lawsuit immediately following President Trump's execution of the CRAs. It was joined by the CARB-Adopting States. California and the CARB-Adopting States argue that the use of the CRA to revoke waivers is legally improper because waivers are not federal rules subject to congressional override. The states also argue that the rollback threatens public health—especially in polluted regions—and jeopardizes state-level innovation and investments in EV manufacturing and infrastructure.

California Governor Gavin Newsom also responded to the execution of the CRAs by issuing an executive order directing California's Air Resources Board to develop replacement or strengthened vehicle emissions standards within sixty (60) days, and to publicly list automakers and fleets that voluntarily adopt ZEV standards (EO N-27-25).

The significance of these and prior actions by California and the CARB-Adopting States is due in part to their sizable percentage of current and projected new-vehicle sales in the U.S. Standards set by CARB influenced the trajectory and timeline for the automotive and transportation industry's movement toward electric vehicle adoption. Therefore, the outcome of this litigation could significantly affect the speed at which EV and other GHG Emission-

reduction technologies are adopted by OEMs and commercial operators.

Next Steps for Motor Carriers & Private Fleets

Emissions mandates have presented growing financial and logistical challenges for fleet managers. The rules out of CARB and the CARB-Adopting States impact all aspects of carrier operations, including routing, power unit deployment, power unit obsolescence and capital expenditures. Industry is breathing a sigh of relief due to the CRAs even now, despite the unknown outcome of subsequent litigation.

The ultimate outcome of litigation may alter the long-term competitive strategies and capital planning. If the CRAs are upheld, carriers operating across state lines may no longer be subject to these emissions mandates freeing up traditional business rationales as operators look to manage network cost and performance. If California prevails, however, a patchwork regulatory environment may reemerge overnight. Therefore, fleet management planning prior to execution of the CRAs remains on the table, although contingency planning is now a wise idea for business leaders.

A second consideration is that this rollback will spur new strategies by CARB and CARB-Adopting States to achieve the same desired effect as the mandate. Those strategies may include incentivizing the adoption of EVs rather than prohibiting the use of internal combustion engines (ICEs). Awareness remains key to fleets in 2025, on this front and many others, because new proposed changes to state laws and regulations could yield similar outcomes as the prior attempts or may instead present opportunities to benefit from any new programs or incentives.

A third consideration is the trend of market forces. Sustainability strategies remain for large enterprise shippers and their boards. Those efforts directly impact transportation procurement or the way in which capital is deployed for company private fleets. Even if mandates backslide, the force of investors, customers and end consumers is increasingly expecting decarbonization and sustainability efforts. These factors may contribute to continued commercial reasons for the transition away from ICE vehicles. The expectation of continued technological advancement and the potential for infrastructure growth may make that transition advantageous for financial performance and operational efficiency across motor carriers and private fleets.

The team at Benesch is experienced in advising motor carriers, private fleets and OEMs in all aspects of practical emissions compliance, including environmental regulation enforcement defense, equipment purchase and lease agreements, and services agreements. Benesch client alerts and legal publications to help you stay on the cutting edge of developments are available by signing up HERE.

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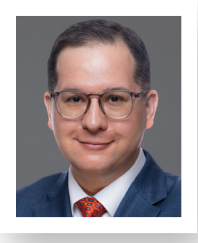
Reciprocal Tariff Supreme Court Review—Looking Ahead to Trump Administration Alternatives to Impose Tariffs



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Vanessa I. Gomez

Megan K. MacCallum

The U.S. Supreme Court announced that it will review the President's authority to implement tariffs under the International Economic Emergency Powers Act (IEEPA) on an expedited basis. The Court of International Trade (CIT) determined the President exceeded his authority under IEEPA when implementing the President's reciprocal and fentanyl-based tariff programs earlier this year. This decision was upheld last month by the U.S. Court of Appeals for the Federal Circuit (the Appellate Court). Our team discussed the CIT decision HERE. This client bulletin summarizes the status and impact of the ongoing litigation and explores the high-impact alternate mechanisms for the President to implement tariffs in the event that IEEPA falls as a basis for current tariff programs.

Status of Litigation

The CIT determined and the appellate court upheld that the White House exceeded authority under IEEPA when implementing the reciprocal and fentanyl-based tariffs this year. Essentially the Courts determined that IEEPA does not specially delegate Presidential authority to implement sweeping and dynamic tariffs on the facts of this purported emergency due to trade imbalance. While IEEPA and its predecessor have been used by other Administrations for emergency imposition of trade restrictions, no President has previously used IEEPA to impose sweeping global tariffs in this manner responsive to trade deficits. Stay of injunctive relief was granted and remains effective through the Supreme Court appeal.

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Reciprocal Tariff Supreme Court Review—Looking Ahead to Trump Administration Alternatives to Impose Tariffs

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Tariff Status Quo, For Now

Tariff burden on domestic importers under the reciprocal programs and the China, Canada and Mexico fentanyl-based programs will remain status quo until resolution by the Supreme Court. If the Court overturns the findings of the CIT and Appellate Court, and finds the tariffs lawful, then the tariffs will likely continue to apply as they do now. If the Court upholds the findings of the lower Courts, then the manner and means of any refunds, including procedural and documentary requirements, will be the key question. This possibility has been informally acknowledged by Administration officials. The Administration has also expressed that it will not be deterred in utilizing tariffs to achieve its revenue collection, trading relationship and domestic industry goals. If the IEEPA programs are overturned, then alternate methods remain available to implement tariffs. Some of these methods are familiar and some are new potential avenues the Trump Administration may explore.

Alternate Tariff Mechanisms

Since the Administration's use of tariffs as a tool is not likely to change, visibility into the types of tariff programs that the White House may implement in response to a Supreme Court loss is helpful to the thinking of domestic importers bearing current duty costs. The statutory frameworks for alternate measures are more formalistic in their approach and, in most instances, are likely to be targeted around particular sectors, commodities or countries rather than the broad-based application attempted under IEEPA. We outline the legal basis and highest-impact alternative mechanisms for the President to implement tariffs in the following paragraphs.

Statutory Authority. The President may implement tariffs under the statutory authorities of the Trade Expansion Act of 1962 (the Trade Expansion Act), the Trade Act of 1974 (the Trade Act) and the U.S. Tariff Act of 1930 (the Tariff Act). These mechanisms are procedurally more cumbersome than the freewheeling implementation of the reciprocal and fentanyl-based tariffs under IEEPA, but the procedures do reduce risk of judicial invalidation. In general, tariffs implemented using these statutory methods must be based on a threat to national security, unfair foreign trading practices or restrictions, or harm to domestic industry. The President can require government agencies to investigate actual or potential harm from these matters. The agencies must make an affirmative finding authorizing the President to implement related tariffs.

Section 232 Tariffs—Threats to National Security. The President has previously used Section 232 of the Tariff Act for steel and aluminum tariffs based on a finding of harm by the Department of Commerce (Commerce). The President can also order a new Commerce investigation into national security threats involving other commodities based on foreign imports and U.S. production capacity for those high-need, critical items. Implementation of tariffs requires an affirmative finding by Commerce after its 270-day investigation into domestic production capacity and infrastructure.

This year the President ordered a number of Section 232 investigations, including into pharmaceuticals, semiconductors, certain heavy and medium-duty trucks, lumber, and more. These investigations are ongoing with decisions expected near the end of this year. You can read about those investigations HERE.

Section 301 Tariffs—Foreign Trade Restrictions. The President has also previously implemented and expanded tariffs under Section 301 of the Trade Act, including applicable to China in tranches and subsequent exclusions. Those programs on imports from China were maintained and even expanded by the Biden Administration. It is possible that the U.S. Trade Representative will conduct new investigations into harm based on unjustifiable trade restrictions or other foreign practices, including IP theft, against U.S. interests. These investigations may take up to a year. You can read about the most recent Section 301 tariffs that took effect early this year HERE.

Anti-dumping and Countervailing Duties—Facing Unfair Trade Practices. The President has also directed Commerce and the International Trade Administration to initiate new "AD/CV Duty" investigations this year. The agencies will investigate harm on specific U.S. industries and product groups due to potential "dumping" imports of certain goods into the U.S. from other countries and potential government subsidy support for the production of goods imported to the U.S. If dumping and countervailing duties practices are found and are harmful, then the agencies will recommend and implement additional duties based on the dumping or subsidy margin. These investigations may take up to or over a year.

Other Possible Alternate Statutory Basis—Sections 338, 122, 203. Additional alternate measures may be available to the Administration. Section 338 of the Tariff Act could be invoked for discriminatory trade practices. In 2017, the Trump 45 Administration threatened to take action against Canada under this statute for alleged U.S. lumber discrimination but instead negotiated a settlement. If invoked, then the President may implement responsive duties of up to 50% ad valorem, restrict shipping routes, and ban imports entirely if discrimination continues in his discretion. Section 122 of the Trade Act allows the President to unilaterally apply temporary sweeping tariffs or up to 15% import quotas for 150 days in response to a currency crisis where imports depreciate the U.S. dollar. This authority is rarely ever used but it may become a viable alternative for the fast and protectionist Trump Administration if there is dramatic fluctuation in the value of the U.S. dollar. Section 203 of the Trade Act may be available if the International Trade Commission independently investigates and reports import harm on U.S. industry as a result of imports from other nations. This mechanism would require an independent initiative by the ITC and may be prevented by Congress.

"Statutory frameworks for alternative measures are more formalistic in their approach and, in most instances, are likely to be targeted around particular sectors, commodities or countries rather than the broad-based application attempted under IEEPA."

Global Supply Chains Prepare for Change

As litigation over the IEEPA-based tariffs develops, it is helpful for U.S. importers to remember that reciprocal and fentanyl-based tariff programs are far from the only tools deployed by the Trump Administration, and certainly not the only tools available. Over the course of this year, the Trump 47 Administration has launched or modified tariff programs under various legal authorities just as it did in the prior Trump 45 Administration. The Supreme Court's decision on the IEEPA authorities will be critical in how the Administration proceeds in implementing its policies, although the trendline of utilizing tariff measures will continue. Opportunities for public comment on new programs, and possibly participation in exclusion processes, may be available if alternatives to the IEEPA tariffs receive greater reliance following a Supreme Court Decision. Import supply chains, and those reliant on import goods, must remain vigilant in the face of change to manage as best as possible significant increases in landed cost and the serious risks associated with allegations of duty evasion.

The Benesch team is monitoring developments closely while helping clients remain nimble and adaptive in this evolving environment. Benesch client alerts and legal publications are available for you to receive by signing up HERE.

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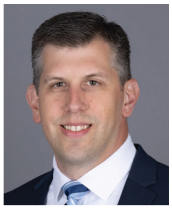
Tariff Impact for Inbound Ocean Supply Chains

Jonathan R. Todd



J. Philip Nester

On July 31, 2025, President Trump signed an Executive Order (E.O.) modifying reciprocal tariffs that became effective on August 7, 2025. Some aspects of the impact are well understood, such as increased tariff burden on importers ranging from 10% to over 40%. Still, other aspects of the practical effect and its knock-on effects for shipping are relatively novel. Understanding these measures is essential for all import supply chain participants and their service providers as real impacts on transportation spend and compliance risk come in focus.

The In-Transit Exception

Central to the E.O. is the narrowly defined in-transit exception. Shipments that are loaded onto a vessel at the port of loading before August 7, and that remain on that same vessel until U.S. entry before October 5, 2025, will bear the pre-existing 10% reciprocal tariff. One key fact that has emerged in recent months is now this relief is limited. Goods that are transferred or transshipped to a different vessel after departure from port of loading after August 7, which includes feeder vessel service, do not fall under the exception. Such a break in the through movement on the origin vessel means the goods are subject to the full reciprocal tariff depending on the customs country of origin (COO).

Transshipment, Feeder Vessels and Enforcement Risk

The E.O. gives the U.S. Customs and Border Protection (CBP) authority to impose an additional 40% tariff on goods it determines or suspects have been transshipped to circumvent the reciprocal tariffs. Transshipment in and of itself is not a problem—the issue is ILLEGAL TRANSSHIPPING that is conducted for the purpose of falsifying the COO on customs entry summaries. This heightens the compliance burden and risk for shippers and beneficial cargo owners (BCOs) as well as their agents, intermediaries and carriers that rely on multi-leg-vessel routing or feeder vessel systems in their global supply chains. All facts declared on shipping paperwork and in entry summaries must always be truthful. Merely routing goods through another country, say from China to Vietnam, DOES NOT change the customs COO (which here will remain China). There is an interesting potential for CBP to overreach in its enforcement due to lack of visibility into shipper sourcing, and conversely, the potential for shippers to raise new sensitivity about the routing of their shipments to avoid raising suspicion by CBP. Government enforcement will mean that 40% duties will apply against the value of the goods in addition to all other liquidated damages and civil penalties. On a bad set of facts those civil penalties can be as high as four times the value of the goods (or 400%).

Country of Origin

The COO remains key to assessing tariffs. Country-specific tariff rates under the E.O. require stringent COO determinations consistent with longstanding customs principles centered on where goods originate or undergo substantial transformation. The substantial transformation test is not the most straightforward of legal tests, but it is very important. Precision with COO declarations drives determinations of which tariff rate applies (outside of USMCA). Erroneously declaring COO is viewed by CBP as duty evasion. At a minimum, the consequence to the domestic U.S. importer will be payment of lost revenue (duties) to the U.S. government, plus interest. The net effect is that procurement, customs and compliance teams must be on high alert with robust internal controls and operating procedures to avoid self-blinding or bearing supply chain interruption due to unscrupulous suppliers.

Port of Loading

The port of loading, and the date of loading, is significant under the E.O. for determinations of whether the higher duty rates are in effect. The port of loading is NOT significant for determination of COO. Also inland origin and destination movements of cargo by motor carriage, drayage and rail prior to vessel loading or after discharge may serve commercial or operational purposes, but they do not affect the COO determination for assessing tariffs. Rerouting cargo through different ports or trade lanes will not circumvent the tariffs, as eligibility for the in-transit exception is determined by the original port of loading and that date. Changes in trade lanes or port pairs after August 7 could nullify relief eligibility and thus trigger full tariff rates. The CBP's increasingly aggressive enforcement policy signals a low tolerance for tariff evasion efforts rather than legitimate commercial routing changes.

A quick example would be helpful. Even with CFS-to-CFS or CY-to-CY shipments, the "On Board Departure Date" is defined by the date the cargo is physically loaded onto the vessel at the port of loading. Any movement by truck, rail or smaller vessel prior to arrival at the port of loading is considered pre-carriage and does not affect the On Board Departure Date—even where a through bill of lading covers a door-to-door route. Under the reciprocal tariff framework, this date determination takes on greater significance because the On Board Departure Date at the port of loading is the operative trigger for whether the in-transit exception applies. Pre-carriage legs, regardless of whether they cross domestic or international borders, will not result in in-transit tariff relief if the actual vessel loading occurs after the effective date thresholds in the E.O. Determining whether a leg is pre-carriage depends on its sequence in the nodes of transportation movement, not on its geography. The physical vessel loading at the port of loading is the operative event such that all earlier movements should be treated as pre-carriage when assessing what tariff applies.

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Benesch Managing Associate Vanessa Gomez Honored with 2025 Women in Supply Chain Award

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"Vanessa's thoughtful work on behalf of our clients, deep involvement in industry associations, and commitment to excellence make this recognition incredibly well deserved."

- **Jonathan Todd**
Benesch Transportation & Logistics
Vice Chair

Benesch is pleased to announce that Transportation & Logistics Managing Associate Vanessa Gomez has been named a recipient of the 2025 Women in Supply Chain Award in the Rising Star category by Food Logistics and Supply & Demand Chain Executive. This national recognition honors young professionals whose leadership, mentorship and accomplishments are shaping the future of the supply chain industry.

In her practice, Vanessa counsels transportation and logistics service providers and commercial services users, guiding them through legal and regulatory challenges during the movement of goods throughout the supply chain. She represents U.S. companies and global enterprises in negotiating and structuring contracts tailored to each transaction, aligned with her clients' operational needs, business goals and risk profiles.

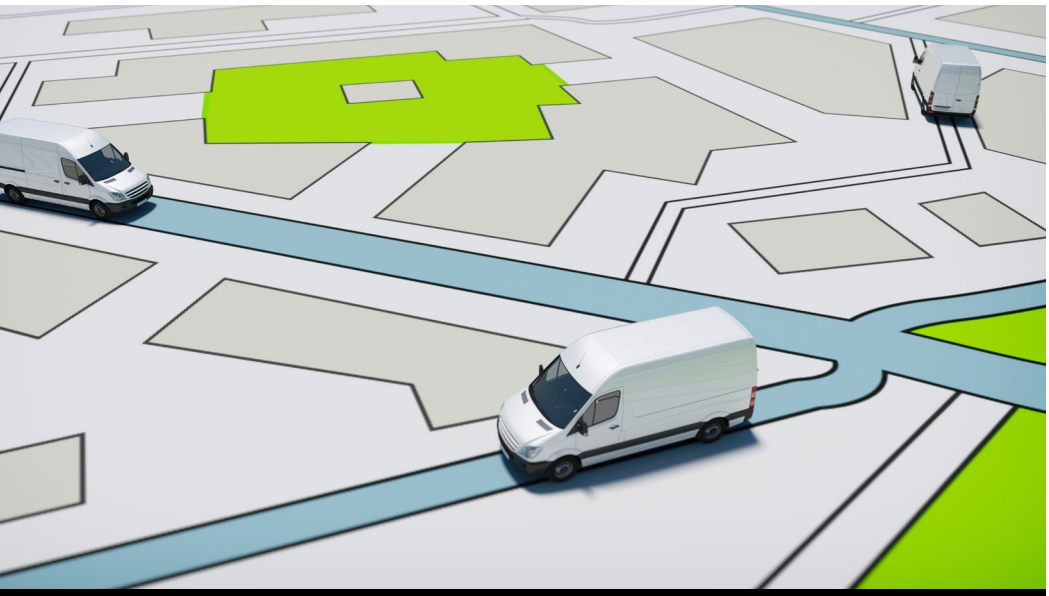
Vanessa also advises international shipping clients on tariffs—importing goods into the U.S. from foreign trade partners such as China, Mexico and Canada, and exporting goods to other countries, such as Vietnam, India and China—ensuring compliance with applicable import/export controls, customs regulations and trade restrictions.

Vanessa is deeply engaged in the transportation and supply chain industries. She serves on the board of the Cleveland Chapter of the Council of Supply Chain Management Professionals and is an active member of the American Trucking Association, National Customs Brokers and Forwarders Association of America, Transportation Lawyers Association, and Women in Trucking Association, among others.

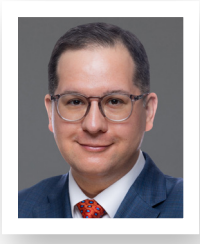
"Every year, the award winners amaze me. Regardless of the disruptions, economic uncertainty and other industry challenges, these women in supply chain winners are doing remarkable things for their communities, organizations and teams," said Marina Mayer, editor-in-chief of *Food Logistics and Supply & Demand Chain Executive* and co-founder of the Women in Supply Chain Forum.

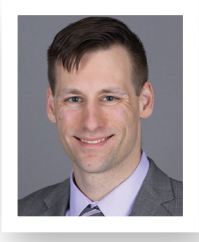
Award recipients will be honored at this year's Women in Supply Chain Forum, held this November in Clearwater Beach, FL.

To view the full list of winners, click HERE.



Delivery Network Carrier Models and the Evolution of Last-Mile Residential Delivery


Jonathan R. Todd


Robert Pleines, Jr.

Last-mile transportation operations are continuing to grow despite the revocation of de minimis customs treatment. E-commerce retail and the demand for swift dependable deliveries are here to stay. In short, last-mile transportation services are now a central component of the supply chain. As last-mile business models mature, challenges remain around lawful operating models and the approach taken by regulators for service providers and their drivers. One relatively new development in this regulatory landscape is the emergence of "delivery network carrier" (DNC) models. This article addresses those key questions and the impact of DNC models.

Nature of Commerce: The threshold legal issue in all last-mile transportation operating models is the nature of the commerce involved. Many last-mile drivers operate solely within a single state, but still engage in ***interstate*** commerce as defined by federal law. Courts clarify that the nature of commerce depends not on whether vehicles physically cross state lines, but on the broader shipping context and intent of the shipment. For instance, if goods originate or terminate outside the driver's state, or transit another state, then the driver's activities—even if intrastate geographically—are governed by interstate commerce rules. This distinction is crucial for applying the proper federal or state regulatory regime.

Applicable Regulations: Last-mile service providers and their drivers remain subject to a complex overlay of both state and federal law. The Federal Motor Carrier Safety Administration's (FMCSA's) regulations—such as those governing driver safety, vehicle standards and operational compliance—apply broadly to interstate commerce carriers regardless of the carrier's scale or delivery geography. States retain authority over purely intrastate commerce, often regulating carriers via public utilities commissions or similar bodies. This regulatory duality creates challenges, especially as carrier business models diversify to include independent contractors and use of drivers' personal vehicles.

Equipment Considerations: The equipment deployed today by last-mile operations can vary widely in type and weight. Importantly, FMCSA requirements for interstate operating authority are not contingent on the weight of vehicle used. The federal compliance obligations that become contingent are in large part dependent on whether a commercial motor vehicle (CMV) is involved. CMVs may include seemingly light vehicles that break the 10,001 Gross Vehicle Weight Rating threshold, such as heavy sprinter vans or pickup trucks towing trailers. These vehicles trigger application of most Federal Motor Carrier Safety Regulations (FMCSRs) despite the absence of CDL requirements. A common misconception in this space is that use of passenger vehicles eliminates safety compliance. Even if a movement is in intrastate commerce, certain states, such as Illinois and Pennsylvania, take interest in regulating those for-hire services while others, including Colorado and Georgia, do not.

Federal Leasing Regulations: There is always a "carrier" if a model involves delivering goods of others for compensation. This is a fact that many do not want to believe. The carrier may be the delivery platform itself or it could be the fleet, or individual driver, actually operating the vehicles. If the delivery platform is not a carrier, then other obligations may be in play, such as the necessity of a broker permit. Where there is distance between the party selling the services and the party actually performing services, one approach to closing this gap is the use of the historic Federal Leasing Regulations at 49 CFR Part 376 (FLRs).

If a delivery model involves use of a carrier that engages third parties using their own equipment, then building out FLR compliance may be appropriate. The FLRs govern the leasing arrangements between motor carriers and vehicle owners, including rental agreements and other contracts where carriers engage drivers' personal vehicles under the motor

carriers' operating authority. In addition, the FLRs are broadly construed and apply to drivers using their personal vehicles, even when these vehicles have a gross vehicle weight rating of less than 10,000 pounds. Compliance with the FLRs ensures clear contractual terms, safety responsibilities and regulatory obligations, affecting last-mile carriers who rely on leased or owner-operator vehicles. Accordingly, last-mile motor carriers engaging drivers in personal vehicles to operate under their authority must adhere to the FLRs.

The Delivery Network Carrier: Many new entrants into the last-mile residential delivery space believe they are operating in unregulated fashion and refer to the Transportation Network Companies as an example. The fact of the matter is that TNCs are indeed regulated, and their existence under state law refers to transportation of passengers rather than cargoes. In California, recent regulatory developments have introduced the concept of the "delivery network carrier" or "DNC," which establishes a distinct legal framework for entities providing on-demand delivery services through app-based platforms.

California law defines DNCs as businesses that operate online-enabled applications or platforms to facilitate delivery services on an on-demand basis. DNCs provide a platform where "delivery network couriers," or the individuals performing delivery services, have the option to accept or decline each delivery request, and the company does not mandate acceptance of specific delivery tasks as a condition for maintaining access to its platform. The DNC model addresses the rapidly evolving on-demand gig economy and creates separation from traditional transportation or last-mile delivery services.

The Road Ahead: New and creative delivery models are available for competitive advantage, but the legal and regulatory framework in which these models operate does exist, and it is important. Change is also possible as models emerge and consumer demands shift. Meanwhile, policymakers continue to grapple with safety, liability and employer considerations, as demonstrated by California's new DNC concept. As traditional legal frameworks struggle to keep up with the pace of deliveries, service providers may face confusion in navigating the applicable regulatory framework. Benesch's Transportation & Logistics team has built many last-mile models, service terms and compliance strategies alongside essential forward-looking strategic advice. We are always available to assist those entering or growing operations in this exciting space.

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Tariff Impact for Inbound Ocean Supply Chains

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Strategic Recommendations

As CBP scrutiny continues to intensify, importers should maintain complete and accurate records that include COO documentation, vessel loading records, and proof of uninterrupted transit to withstand potential investigation or audits. Errors or omissions in customs filings will risk delays, seizure of goods, penalties, and increased enforcement scrutiny. To mitigate tariff exposure:

- Recognize the impact of any transshipment or vessel changes after August 7.
- Implement rigorous COO validation processes and always avoid illegal transshipment.
- Closely manage inland movements at both origin and destination, as well as vessel logistics scheduling.
- Collaborate closely with shippers, customs brokers, logistics providers and other carriers to ensure visibility to timings, accuracy of data and compliance of supporting documents.

The impact of reciprocal tariffs on inland and ocean shipments, as well as multimodal legs, is beginning to be felt across the industry. Challenges extend far beyond supplier tender dates and buyer order planning. Today even basic metrics of whether MQCs will be met, the viability of rates, and whether contracted lanes remain essential to inbound ocean cargoes (regardless of steamship line capacity) are variables requiring close focus alongside basic customs compliance. All supply chain participants including shippers and BCOs must closely monitor regulatory and enforcement changes to develop strategies that align sourcing, pricing and compliance with efficient supply chain management. Service providers of all types are of course part of that solution as the world comes to grips with the new reciprocal tariff regime.

For guidance on navigating in-transit exceptions, COO determinations or strategies to mitigate tariff exposure, please contact a member of the firm's Transportation & Logistics Practice Group.

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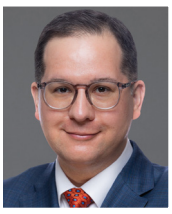
Mexico Transportation and Logistics: What You Wanted to Know but Were Afraid to Ask



Jonathan R. Todd

Vanessa I. Gomez

Transportation and logistics providers in the United States often look south for potential growth opportunities. Thirty years of NAFTA (and now USMCA) have produced tremendous production capacity across North America, much of which is intended for domestic United States consumers. Non-U.S. foreign investment in Mexico has also risen dramatically in recent years. With all of this attention, many in the industry sector are looking to better understand the basics of Mexico traffic and what it would mean to explore new market entry through cross-border movement and even business formation. This article explores some of those questions that are top of mind for US-MX transportation and logistics services.

What is the recovery for cargo loss or damage in Mexico?

The answer depends on whether a shipper declares value or has a contractual arrangement for liability levels. Otherwise, the carrier will have a limitation of liability equivalent to 15 days of the minimum wage in the Federal District per ton or the proportional share for loads less than a ton. This is established by the Federal Road, Bridges and Auto-Transportation Law (Ley de Caminos, Puentes y Autotransporte Federal). The Federal District's minimum wage for 2025 is MX$278.80 (approximately US$14.94 per day, using the exchange rate posted by Mexico's Foreign Exchange Commission on August 30, 2025). This is significantly lower than the full actual loss measure under the Carmack Amendment in the United States. It is also significantly lower than the common US$100,000 limitation of liability per truckload often negotiated in the United States.

Theft is a common related question when it comes to carrier liability. Cargo loss or damage resulting from theft is considered a force majeure event under Mexico regulation. Carriers may elect to accept liability resulting from force majeure events, including theft, and provided that shippers pay a commensurate rate.

Do shipments suffer from supply chain security problems in Mexico?

It is fair to say that security is a material issue in Mexico. There is a high volume of cargo theft, associated violence and insider threats. Criminals often intercept commercial vehicles in transit according to Mexico's Secretariat of Security and Civilian Protection (SSCP). The SSCP and Mexico's Attorney General registered 12,462 cargo theft complaints in 2024. This was a 10% decrease from reported cargo thefts in 2023. However, this figure is low relative to the reality. An estimated 76.1% of cargo theft went unreported in 2023 according to the National Institute of Statistics and Geography. The cost of unreported cargo theft in 2023 totaled approximately $60.1 million. Cargo theft is often unreported due to fear of retribution. Even in the first instance, 84% of cargo thefts in 2023 included acts of violence against transportation providers according to the SSCP. Many companies have found that insider threats are often an issue.

The Mexican government has taken measures to combat crime. Mexico's National Guard increases enforcement personnel as well as driver and vehicle inspection during high traffic seasons, such as the winter holiday period. The National Guard plans to use tactical drones to identify stolen tractors and trailers on the road. Mexican authorities believe this initiative will allow them to find vehicles within approximately 5-8 minutes of being stolen, which is the estimated time it takes to unhitch a trailer. Such initiatives will require industry collaboration. For example, Mexico's Secretary of Infrastructure, Communication, and Transportation plans to require transportation companies to placard the top of their equipment to carry out this security initiative.

Existing tools such as C-TPAT in the United States or Authorized Economic Operator in Mexico are intended to strengthen supply chain security. Certified participants often conduct employee background checks at onboarding, work with reputable security organizations to devise safety protocols, use insurance products, and address cargo theft in transportation agreements. Additional preventive measures are available for operational and contractual deployment.

How is vehicular accident insurance and legal liability managed in Mexico?

Mexico-based carriers must procure minimum automobile liability insurance coverage to account for property damage or injuries to third parties under Mexico law. The Secretariat of Communication and Transportation (Secretaría de Comunicaciones y Transportes or SCT) requires carriers to hold an automobile liability policy of at least 19,000 units of measure and update (UMA) which is equivalent to approximately US$115,192.24 based on the US$6.06 UMA for 2025 as set by Mexico's National Institute of Statistics and Geography and the current exchange rate. Mexico law does not impose liability on shippers and brokers for accidents caused by carriers. Shippers, brokers and carriers may all transact in Mexico free of concern of U.S-style nuclear verdicts (a verdict in excess of US$10 million).

How do U.S.-based companies enter the Mexico transportation and logistics market?

Market entry will depend on the exact jurisdiction. Companies seeking to open a business presence in Mexico to arrange for intra-Mexico transportation must fulfill Mexico business formation requirements. These requirements include drafting articles of incorporation and forming a legal entity with the Public Registry of Commerce (Registro Publico de Comercio). The business must also register to obtain a tax identification number (Registro Federal de Contribuyentes or RFC) from the Tax Administration Service (Servicio de Administración Tributaria or SAT).

"Carrier liability for cargo loss in Mexico can be as low as US$14.94 per ton—dramatically less than U.S. standards."

At a high level, new Mexico-based motor carriers will require additional motor carriage permit requirements based on the jurisdiction and cargo being transported. Depending on the shipper and traffic, carriers may also have to consider Mexico norms regarding hazardous materials transportation, maximum cargo measurements, dimensions and weights. Shipper-facing and carrier-facing agreements (as appropriate) will offer end-to-end risk protection. Logistics businesses will of course develop contractual relationships with Mexico-based motor carriers. As part of the carrier selection process, a logistics company may require having a Mexican motor carrier conducting intra-Mexico movements provide its transportation permits with the SCT, and insurance in accordance with federal requirements, as well as operational and corporate documents.

What is value-added tax (VAT) (Impuesto al Valor Agregado or IVA)?

VAT is a sales tax on the consumption of domestic Mexican and imported goods and services. The VAT rate in Mexico is generally 16% with some exceptions. For example, the Mexican government offers a tax stimulus in the form of a reduced 8% VAT to companies that operate in the country's Northern and Southern Border Regions. Transportation services that begin within or end outside of the Northern Border Region do not benefit from this stimulus. A 0% VAT applies to goods or services exports. Temporary imports of goods and machinery used for manufacturing may be VAT exempt under the Maquiladora, Manufacturing, and Export Services Industry (IMMEX) program. Certain international ocean transportation conducted by non-residents without permanent Mexico installations may also be exempt.

Companies will have VAT obligations based on scope of business operations. U.S. entities providing a service in international traffic will not have VAT obligations. However, transporting products between points in Mexico triggers VAT obligations. Responsibility for paying VAT on the collected revenue falls upon companies providing the respective good or service, although those funds are most often collected from customers. Companies that procure professional services, such as warehousing and transportation, retain two thirds of VAT and transfer it to Mexican tax authorities. Goods and service providers pay a third of VAT directly to the Mexican government.

Administrative requirements for VAT compliance require documentation obligations imposed by the Tax Administration Services. Freight brokers must file a Digital Tax Receipt (Comprobante Fiscal Digital por Internet or CFDI) that outlines VAT retained. Freight brokers provide transportation carriers with a copy of the CFDI. Transportation carriers must also file a CFDI with a Complement Bill of Lading (Complemento Carta Porte or CCP). Shippers must provide brokers and carriers with information on the goods to be included in the CFDI and CCP. Transportation service agreements can address these issues by outlining each respective party's obligations with respect to taxes in general as well as CFDI and CCP requirements.

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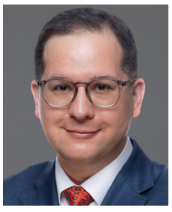
Water Carrier Statutes and Regulations—Says "Goodbye" Through Regulatory Reforms



Jonathan R. Todd

J. Philip Nester

Water carriers have a moment of clarity on the horizon. An area of conflict between legal jurisdiction and technical obligations is being settled through Trump Administration regulatory reforms. In May of 2025, the U.S. Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) issued a Notice of Proposed Rulemaking (NPRM) to eliminate requirements for "water carriers" that have become obsolete over the decades.

This change is part of an overall approach to regulatory reforms by the Trump Administration, the policy objective that was first announced by Executive Order shortly after Inauguration Day. The President seeks to "significantly reduce the private expenditures required to comply with Federal regulations to secure America's economic prosperity and national security and the highest possible quality of life." The strategy for achieving this objective is twofold: (1) reducing the compliance cost on regulated businesses and (2) simultaneously reducing the risk of noncompliance with the "ever-expanding morass of complicated Federal regulation." The President also announced a Ten-to-One initiative in the Executive Order and a separate Fact Sheet that aims to "unleash prosperity through deregulation" by removing 10 regulations for every new regulation that goes into effect. The regulatory compliance cost of this approach is intended to reduce incremental costs to less than zero.

The comment period on the FMCSA's NPRM ended on July 29, 2025. If finalized, it will signal low levels of regulation for the transportation mode due to the FMCSA's acknowledgment that it will not exercise jurisdiction.

The FMCSA had long held technical jurisdiction over certain water carrier activities, together with the Surface Transportation Board (STB). The statutory definition for "water carrier" found at 49 U.S.C. § 13102 refers simply to "a person providing water transportation for compensation," which includes traffic over the U.S. inland waterways or in the noncontiguous domestic trades. It did not refer to traffic in the international trades, which is subject to Federal Maritime Commission (FMC) jurisdiction. In practice, the term "water carrier" includes barge operations, other brown water vessels, and blue water vessels that do not service foreign traffic.

Legacy statutes addressing water carriage resulted in interesting legal effects, despite the low level of regulation. As one example, third parties who arranged for water carriage were often technically required to hold "freight forwarder" registration with the FMCSA pursuant to 49 U.S.C. §§ 13102(8), 13901 and 13903. This effect resulted from the broad-sweeping definition of freight forwarder as one who

provides for transportation, including by water carrier, through assembling, consolidating, distributing and assuming responsibility for cargoes. In contrast, the STB had no technical licensing or permit requirement for forwarders.

This scenario of water carriers remaining "on the books" under Title 49 without any meaningful regulation arose out of the Interstate Commerce Commission Termination Act of 1995 (ICCTA). Water carriage along with other modes of transportation, including interstate motor carriage, was subject to tariff filing requirements and rate restrictions prior to the wave of deregulation that started in 1980. The passage of ICCTA eliminated the Interstate Commerce Commission and in part established the STB to regulate rates and services. Statutory references to water carriage remained without any meaningful regulatory activity in the subsequent 30 years, despite the FCMSA maintaining technical jurisdiction over the mode.

Today, the FMCSA's stated position is that it "does not specifically regulate water carriers except to the extent that such carriers also engage in motor carrier operations. In such cases, the existing FMCSRs provide appropriate coverage of the carrier's motor carrier operations." This is true to the name of the Administration (the "Motor Carrier Safety Administration") and thus amounts to an admission that the water carriage language is a historic holdover without any contemporary purpose. The FMCSA does not and will not seek to assert oversight of those domestic water carrier operations. The last remaining agency with jurisdiction is the STB.

Although the STB has jurisdiction over domestic water carriers under Title 49, the agency narrowly construes its power and rarely exercises its authority in this regard. For example, the licensing and registration requirements under 49 U.S.C. § 13102 include water carriers and freight forwarders that operate in domestic inland waterways and the noncontiguous domestic trade of the U.S. (to or from Alaska, Hawaii or the U.S. territories), but the STB does not impose these obligations or engage in related enforcement activities. In large part, the STB's regulatory posture for water carriage is reactive and event-driven to adjudicate the occasional tariff rate or charge dispute or service-related complaints that arises in noncontiguous domestic trade.

"The FMCSA's retreat eliminates longstanding ambiguity about registration requirements for carriers, freight forwarders and brokers in the domestic water context."

The passive posture of the STB stands in contrast to the active oversight and role exercised by the FMC as the sole regulator for the common carriage of goods by water in the foreign commerce of the U.S. 46 U.S.C. § 40101. Under the Shipping Act, the FMC regulates international ocean transportation that supports the U.S. economy and protects the public from unfair and deceptive practices by enforcing licensing, registration and bond requirements and monitoring the compliance of ocean practices and services, as well as filing requirements for tariffs, rates, charges and service contracts, and the agency administers an adjudicatory system with Administrative Law Judges versed in admiralty and maritime law, the Shipping Act, and related regulations. FMC jurisdiction excludes domestic water carriage. Such services operating under the Jones Act and other purely domestic trades fall outside the scope of the Shipping Act and FMC jurisdiction, which emphasizes the regulatory gap between the domestic and foreign waterborne commerce of the U.S.

Although the FMCSA confirmed in its NPRM that it would no longer interpret its statutory jurisdiction to reach domestic water carriers or their intermediaries, the underlying statutory provisions have not been repealed. Indeed, the definitions of "carrier" and "freight forwarder" under 49 U.S.C. § 13102, and their corresponding registration requirements under 49 U.S.C. §§ 13901 and 13903 remain intact. Despite the fact the FMCSA disclaims its regulatory authority over water carriers that are not engaged in motor carrier operations, the underlying statutory framework for water carriage remains. Accordingly, while the agency's position represents meaningful progress in regulatory clarification and deregulation, it does not amount to a statutory repeal or removal.

For industry participants, the net practical effect is substantial in that the FMCSA's retreat eliminates longstanding ambiguity about registration requirements for carriers, freight forwarders and brokers in the domestic water context. With the STB maintaining its passive posture and the

FMC well outside the domestic domain, regulatory obligations for domestic water carriage have been reduced to near zero. Service providers performing in the inland and noncontiguous trades can now operate with greater legal certainty and reduced compliance friction—free to focus on service delivery and market competitiveness rather than navigating legacy enforcement risks. The statutes may remain on the books, but the regulatory environment will align with commercial reality.

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Recent Events

International Warehouse Logistics Association (IWLA) Webinar
Jonathan R. Todd, Christopher C. Razek and **Ashley Corbin Rice** presented *Tariff Mitigation Toolbox: Understanding Customs Bonded Warehousing.*
June 12, 2025 | Virtual

8th Annual Modernization of Cross Border Trade Conference
Vanessa I. Gomez attended.
June 17, 2025 | Laredo, TX

National Home Delivery Association Webinar
Jonathan R. Todd, Megan K. MacCallum and **Vanessa I. Gomez** presented *Navigating Trump Tariffs.*
June 20, 2025 | Virtual

Association of Transportation Law Professionals (ATLP) 96th Annual Meeting
Eric L. Zalud attended.
June 22–24, 2025 | Chicago, IL

American Logistics Aid Network's Biweekly Partners' Meeting
Marc S. Blubaugh presented *Supply Chain Legal Update.*
July 8, 2025 | Virtual

American Logistics Aid Network - Monthly Partners Meeting
Jonathan R. Todd presented *The Current Legal Environment for Supply Chains.*
July 10, 2025 | Virtual

Chicago Vice—Navigating Risk in Transit: Legal Insights on the Storage and Transport of Cannabis, Hemp, Alcohol, Hazmats and Munitions (Including Tariff Implications)
Vanessa I Gomez, Alissa "Ali" Jubelirer, Megan K. MacCallum, Robert Pleines, Jr., Christopher C. Razek, Jonathan R. Todd and **Eric L. Zalud** presented.
July 15, 2025 | Benesch Office, Chicago, IL

Truckload Carriers Association (TCA) Refrigerated Meeting
Eric L. Zalud attended.
July 16–18, 2025 | Colorado Springs, CO

Transportation Lawyers Association (TLA) Summer Executive Committee Meeting
Eric L. Zalud attended.
July 18–20, 2025 | Montreal, Quebec

National Home Delivery Association 2025 Annual Forum
Jonathan R. Todd participated in the "Risk Management Roundtable—Emerging policy impacts to final mile operations from tariffs, immigration, and labor regulations."
July 20–23, 2025 | Washington, D.C.

Industry Drive—Webinar
Jonathan R. Todd presented *Supply Chain Outlook: Trends and Risks to Watch in 2025.*
July 23, 2025 | Virtual

American Trucking Association Legal Forum 2025
Marc S. Blubaugh, Reed W. Sirak and **Jonathan R. Todd** presented *Clean Air, Don't Despair: Breezing Through Emissions Compliance Challenges!* **Eric L. Zalud** attended.
July 27–29, 2025 | Denver, CO

Plastics News Live
Jonathan R. Todd presented T*rump's Budget and Plastics—What's Next?*
August 8, 2025 | Virtual

Serving Logistics—Freight Check Cleveland 2025
J. Philip Nester presented *Transportation & Logistics Regulatory Update.*
August 20, 2025

Manufacturers Association for Plastics Processors—Webinar
Jonathan R. Todd, Vanessa I. Gomez and **Megan K. MacCallum** presented *Tariff Update Q3 2025: What Plastics Manufacturers Need to Know NOW.*
September 15, 2025 | Virtual

Intermodal Association of North America (IANA) EXPO
Marc S. Blubaugh attended.
September 15–17, 2025 | Long Beach, CA

TIA Policy Forum
Brian Cullen attended.
September 15–17, 2025 | Washington, D.C.

Logisyn Advisors Logistics M&A Club Conference
Marc S. Blubaugh and **Eric L. Zalud** attended.
September 17–18, 2025 | Chicago, IL

Canadian Transportation Lawyers' Association (CTLA) 2025 Educational Conference and Annual General Meeting
Jonathan R. Todd presented *Driving Deals: Recent Trends in Transportation & Logistics M&A.* **Martha J. Payne** attended.
September 18–20, 2025 | Victoria, BC

Keller Logistics Conference
Marc S. Blubaugh led the breakout session on legal strategy.
September 24, 2025 | Defiance, OH

Trucking Defense Advocacy Council (TDAC) Arkansas Conference
Eric L. Zalud attended.
September 24–25, 2025 | Fayetteville, AK

Manufacturers Association for Plastics Processors (MAPP) 2025 Benchmarking & Best Practices Conference
Jonathan R. Todd presented *Tariff & International Trade Update—Third Quarter Edition!*
October 1–3, 2025 | Indianapolis, IN

Council of Supply Chain Management Professionals' Annual EDGE Conference
Marc S. Blubaugh attended.
October 5–7, 2025 | Washington, DC

International Warehouse Logistics Association's Ohio Chapter Meeting
Marc S. Blubaugh presented *Nuclear Verdicts: The U.S. Supreme Court and the Future of Freight Broker Liability.*
October 14, 2025 | Columbus, OH

A&A 2025 3PL Value Creation Summits
Eric L. Zalud attended.
October 15–16, 2025 | Chicago, IL

Trucking Industry Defense Association (TIDA) 33rd Annual Seminar
Eric L. Zalud is attending.
October 15–17, 2025 | San Antonio, TX

Harris Williams Conference
Marc S. Blubaugh and **Eric L. Zalud** are attending.
October 20–22, 2025 | Nashville, TN

On the Horizon

Transportation Law Institute
Eric L. Zalud is presenting *The Rapid-Fire Multimodal Lightning Round; Rail, Sea, Air…and Beyond!* **Marc S. Blubaugh, Martha J. Payne** and **Jonathan R. Todd** are attending.
October 23–24, 2025 | Detroit, MI

ATA Management Conference & Exhibition
Marc S. Blubaugh and **Robert Pleines, Jr.** are attending.
October 25–28, 2025 | San Diego, CA

2025 Canadian International Freight Forwarders Association (CIFFA) Annual Conference
Marc S. Blubaugh is participating in the "Legal Panel."
October 29–30, 2025 | Toronto, Ontario

Transportation Intermediaries Association (TIA) 2025 Technovations Conference
Eric L. Zalud is attending.
November 5–7, 2025 | Phoenix, AZ

2025 Accelerate! Conference & Expo by Women in Trucking Association
Jonathan R. Todd, Kristopher J. Chandler, Megan K. MacCallum, and **Vanessa I. Gomez** are presenting *Cannabis, Hazmat, Pharma: Handling High-Value, High-Risk, High-Regulated Commodities*. **Martha J. Payne** is presenting.
November 9–12, 2025 | Dallas, TX

AMI Plastics World Expo
Jonathan R. Todd is presenting *Keynote Address: Supply Chain 911—Your Way Through Global Change.*
November 13, 2025 | Cleveland, OH

International Warehousing Logistics Association—2025 Legal Symposium
Marc S. Blubaugh is presenting *Transportation Law Update*. **Eric L. Zalud** is presenting *Wrapped Up and Tied With a Bow—Packaging Your Logistics/Warehousing Company for the Marketplace: Navigating Transactional Aspects in Merger, Acquisition, Consolidations and Integrations.*
November 13, 2025 | Chicago, IL

TerraLex Global Meeting
Eric L. Zalud is attending.
November 19–22, 2025 | Bangkok, Thailand

Law Society of Ontario
Jonathan R. Todd is presenting *The Eight-Minute Trade and Transportation Lawyer 2025.*
December 2, 2025 | Virtual

Fifth Annual Benesch Investing in the Transportation & Logistics Industry Conference
Presented by **Benesch's Transportation & Logistics Practice Group**.
December 4, 2025 | New York, NY

AMI Stretch and Shrink Film Conference
Jonathan R. Todd is presenting *2026 Preview for Supply Chain & International Trade.*
December 9, 2025 | Tampa, FL

Columbus Roundtable of the Council of Supply Chain Management Professionals
Marc S. Blubaugh is moderating the Annual Transportation Panel.
January 9, 2026 | Columbus, OH

BGSA Supply Chain Conference
Marc S. Blubaugh, Eric L. Zalud and **Peter K. Shelton** are attending.
January 21-23, 2026 | Palm Beach, FL

2026 TLA Chicago Regional Seminar—Broker Bootcamp
Jonathan R. Todd is presenting *Cross-Border Brokerage and International Freight Forwarding.*
Eric L. Zalud is attending.
January 22, 2026 | Chicago, IL

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