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

Fall 2013

InterConnect

Benesch has been named **Law Firm of the Year** in **Transportation Law** in the 2014 Edition of U.S. News & World Report/Best Lawyers® "Best Law Firms" ranking.

Only one law firm per practice area in the U.S. is receiving this recognition, making this award a particularly significant achievement. This honor would not have been possible without the support of our clients, who both enable and challenge us every day, and the fine attorneys of our Transportation & Logistics Practice Group.

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

Counsel for the Road Ahead®

You Might Be A Broker If…

Marc Blubaugh

Jeff Foxworthy will forever be identified with a host of one-liners starting with the unforgettable phrase, "You might be a redneck if …." While his jokes draw laughs by capitalizing on a person's lack of self-awareness, a business that unwittingly engages in transportation brokerage is anything but a laughing matter.

Federal law defines a transportation broker as:

> … a person, other than a motor carrier, that offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing or arranging for transportation by motor carrier for compensation. [49 U.S.C. § 13102(2)]

Simply put, a transportation broker is like a travel agent for freight. Unfortunately, a host of businesses unwittingly engage in activities that *might* arguably constitute transportation brokerage. For instance:

- Warehouse operators that frequently arrange for the transportation of their customers' goods by truck.
- Distributors that never take title to the goods they distribute but nevertheless arrange for the transportation of their manufacturers' goods by truck.
- Manufacturers that agree to sell goods and transfer title before relinquishing possession but nevertheless arrange for the transportation of those goods by truck.
- Businesses involved in a host of industries where they are expected to arrange for the transportation of their customers' goods by truck as part of a broader portfolio of services.

continued on page 2

You Might Be A Broker If…

continued from page 1

- Companies that style themselves as offering various forms of "third-party logistics" services that may include arranging for the transportation of goods by truck.

Of course, this is not to say that the foregoing activities *necessarily* constitute brokerage. For instance, such activities might be part of service rendered as a shipper's agent. Nevertheless, parties engaged in activities that can even theoretically be characterized as transportation brokerage must evaluate whether or not they should obtain transportation brokerage authority out of an abundance of caution (or perhaps simply cease engaging in the particular activity in question) in order to eliminate or reduce certain risks.

The importance of performing this analysis increased dramatically last year with the passage of the Moving Ahead for Progress in the Twenty-First Century Act (otherwise known as "MAP-21"). One largely overlooked provision is a new statute, 49 U.S.C. 14916, which governs "Unlawful Brokerage Activities." The statute prohibits companies or persons from providing services as a transportation broker without first registering as required under federal law and satisfying financial security requirements. While the statute does contain certain exceptions (relating to non-vessel-operating common carriers and ocean freight forwarders, customs brokers and indirect air carriers), the sweep of the statute is otherwise quite broad.

Most significantly, the statute creates a number of new and very serious consequences for companies engaged in unlawful brokerage. Specifically:

- **Civil Penalty.** The statute permits the United States government to impose a civil penalty against such companies in the amount of $10,000 for each violation. For instance, if the statute is read broadly, a warehouse that "brokers" its customers' loads could arguably be subject to a $10,000 civil penalty for each of those loads.

Finally, the statute states that the "officers, directors, and principals" of a company engaged in unlawful brokerage will be "jointly and severally" liable for any civil penalties and civil damages imposed on the company.

- **Private Cause of Action.** The statute also states that an "injured party" can pursue "valid claims" against a company or person engaged in unlawful brokerage "without regard to amount." Once again, read liberally, this statute appears to create a private cause of action against those engaged in unlawful brokerage and makes it quite clear that any damages will not be statutorily capped. In light of the federal government's limited resources to police MAP-21 compliance, this private cause of action will likely serve as the more meaningful enforcement mechanism.
- **Personal Liability.** Finally, the statute states that the "officers, directors, and principals" of a company engaged in unlawful brokerage will be "jointly and severally" liable for any civil penalties and civil damages imposed on the company. Although the statute does not define "officers" or "principals," a generous reading of that statute might encompass a whole host of individuals constituting not only a company's executive team but high-level management. Moreover, not all such individuals may have the benefit of sufficiently broad directors and officers liability insurance (or any insurance at all) to provide them with a legal defense and, ultimately, indemnity for any adverse judgment. As anyone involved in sophisticated business litigation knows, defense costs alone can be substantial.

The prerequisites in order to obtain valid operating authority as a transportation broker are modest in proportion to these very significant potential liabilities described above. In order to obtain operating authority as a transportation broker, one need only submit an OP-1 application (including a $300 filing fee), satisfy the $75,000 financial security requirement (either through a surety bond or a trust agreement) and appoint a valid BOC-3 agent for service of process. Of course, as a practical matter, a transportation broker should take other prudential measures in order to minimize risk and maximize profitability. Nevertheless, the legal barrier to new entrants is not particularly high—although that barrier will be increasing when the government issues its rules implementing another portion of MAP-21 that requires new entrants to establish that one of the new entrant's officers has three years of experience in the industry.

In short, while businesses should always seek to comply with all applicable laws, businesses now have an additional—and very substantial—financial incentive to evaluate whether or not they are in fact engaged in any activity that could arguably constitute transportation brokerage. You might be a broker without even realizing it. Do your due diligence and don't become the punch line of someone else's joke!

For more information, please contact **MARC BLUBAUGH** at mblubaugh@beneschlaw.com or 614.223.9382.

MAP-21 Unified Registration System

Martha Payne

Did I Miss the Deadline?

On August 13, 2013, the Federal Motor Carrier Safety Administration (FMCSA) published a final rule regarding the Unified Registration System (URS). URS combines 16 different forms that carriers, freight forwarders and brokers currently use to register and update their information with the FMCSA into a single, electronic "smart form." According to the FMCSA, the new system will increase efficiency by streamlining the registration process for the industry and enabling FMCSA to maintain more accurate information on the entities it regulates.

The final rule states that it is effective October 23, 2015, except for the provisions that are effective November 1, 2013, or April 25, 2016. The effective dates have generated questions from motor carriers, brokers and freight forwarders as to what is required of whom and when. This short article touches on some of those questions.

Who Is Included in the URS?

Participation in the URS is mandatory for every entity under FMCSA's jurisdiction, except for Mexico-domiciled long-haul motor carriers. Included are all foreign (except Mexico-domiciled long-haul motor carriers) and domestic motor carriers (both exempt and nonexempt), motor private carriers, brokers, surface freight forwarders, intermodal equipment providers, hazardous materials safety permit applicants and cargo tank facilities.

What Is the Requirement for Updating URS Information?

The final rule requires all regulated entities to update registration information every 24 months. When there are changes to an entity's legal name, form of business or address, the registration information must be updated within 30 days of the change.

When Must I File?

The effective date for motor carriers to file biennial updates was November 1, 2013. The FMCSA will begin issuing warning letters 30 days in advance of the biennial update deadline. The November 1, 2013, effective date is for only those entities (motor carriers) that are currently required to file updates.

The effective date for brokers and surface freight forwarders to file biennial updates is October 23, 2015. By that time, the FMCSA expects to have the new URS website in place, hopefully allowing efficient online registration and required updates.

The requirement for brokers and surface freight forwarders to file a surety bond or trust fund agreement in the amount of $75,000 went into effect on October 1, 2013. All brokers and freight forwarders subject to FMCSA jurisdiction were required to file new BMC-84 or BMC-85 forms by October 1, 2013.

So What Is Not Due Until April 25, 2016?

The final rule expands the type of entities required to designate process agents. Currently, only nonexempt for-hire motor carriers, brokers and freight forwarders are required to designate process agents. The FMCSA is extending the process agent designation requirement to include exempt for-hire carriers and private carriers. Because of the high volume expected, existing private and exempt for-hire motor carriers will have a 180-day grace period, starting from the final rule compliance date, to file process agent designations. Based on the final rule compliance date of October 23, 2015, the requirement for existing private and exempt for-hire motor carriers to file process agent designations is April 25, 2016.

For more information, please contact **MARTHA PAYNE** at mpayne@beneschlaw.com or 541.764.2859.

Pension Plan Withdrawal Liability—A Ticking Time Bomb

Shaylor Steele

Patrick Egan

If you are an employer with a unionized workforce, withdrawal liability is likely one of, if not the largest threats to your business. This is especially true in the transportation industry, because assessments of withdrawal liability from Teamsters pension funds tend to be significantly higher than pension funds in other industries. For example, in 2007, UPS paid roughly $6.1 billion in withdrawal liability to the Central States Pension Fund. While that number seems staggering, it is considered a brilliant move by UPS, since the general consensus is that the liability today would be much greater. Too often, employers do not focus on withdrawal liability issues until they receive their first demand notice—a point where options are limited. With some advance planning, employers can minimize, or eliminate, the impact of withdrawal liability on their businesses. This article will explain withdrawal liability, point out some warning signs that you may have a withdrawal liability problem, and suggest some best practices to manage withdrawal liability issues and protect your business going forward.

What is Withdrawal Liability?

Withdrawal liability is an employer's pro rata share of the unfunded benefits of a union pension fund—often referred to as a multiemployer pension fund. When an employer completely stops contributing to a multiemployer pension plan, or reduces its contributions beyond certain percentages over time, the employer is liable to the pension plan for its share of the plan's unfunded liabilities. Common business transactions can trigger assessments of withdrawal liability. For

continued on page 4

Pension Plan Withdrawal Liability—A Ticking Time Bomb

continued from page 3

example, when a company closes a facility, sells a business, or even when it lays off a portion of its workforce, withdrawal liability is generally assessed. Withdrawal liability assessments are usually significant and often exceed the million-dollar threshold, even where the employer contributes on behalf of a small number of union employees.

To make matters worse, withdrawal liability assessments can be triggered without any action by the employer itself. If an employer is signatory to a collective bargaining agreement (CBA) that is maintained by an employer association, or any type of CBA where a third party is the master bargaining party, the employer could be a part of a "mass withdrawal" without knowing it. A mass withdrawal occurs when substantially all of the contributing employers to a multiemployer pension plan withdraw at the same time. If a master bargaining party controls the terms of the CBA, it can effectuate a mass withdrawal without the consent of the employers. To add insult to injury, withdrawal liabilities in a mass withdrawal setting are even higher than normal. In other words, you can get stuck with a higher withdrawal liability without taking any action. Mass withdrawals have historically been few and far between, but have been gaining traction in recent years and are now a real threat to union employers.

Finally, potential withdrawal liability—that is, withdrawal liability that has not been assessed—can have a real impact on your business. Creditors and sureties are becoming increasingly concerned about withdrawal liability, so your cost of capital, and ability to secure bonding, may be negatively impacted even where you have not received an assessment of withdrawal liability. Additionally, FASB, the governing body of accounting standards, has focused on this issue in recent years and has made strides to make potential withdrawal liabilities more transparent on financial statements. While potential withdrawal liability is currently considered "off balance sheet," it is possible that employers will have to start booking these liabilities in the future.

In sum, withdrawal liability is an epidemic that can have catastrophic impact on an employer. The key is to recognize the issue early and develop a strategy to minimize the withdrawal liability that is in line with your long-term business goals. The "Warning Signs that You May be Subject to WIthdrawal Liability" at left should help you identify whether withdrawal liability is a threat to your business. If it is, then you should address the issue soon—you will have more options the sooner you start.

If you answered "yes" to any of the questions, you may have exposure to a withdrawal liability assessment and should start developing a strategy to insulate your company from that liability if, and when, it is assessed.

What Should You Do?

The first step to addressing withdrawal liability is to fully understand where assessments could come from, the amounts of any potential withdrawal liabilities, and the theories under which you may be liable. To do this, an expert in withdrawal liability should review your collective bargaining agreements, analyze your company's organizational structure, and assess the amount of your exposure. At that point, you can develop a short-term, mid-term and long-term strategy to minimize, or in some cases eliminate, withdrawal liability threats. The key is to make sure that any strategy to mitigate withdrawal liability is also in line with your short-, mid- and long-term business objectives. With enough advanced planning, this can almost always be accomplished.

For more information or to discuss any concerns you may have regarding the possible impact of withdrawal liability on your company, please contact **SHAYLOR STEELE** at ssteele@beneschlaw.com or 216.363.4495 or **PATRICK EGAN** at pegan@beneschlaw.com or 216.363.4433.

Warning Signs that You May be Subject to Withdrawal Liability

Withdrawal liability is generally only applicable to employers who participate in a multiemployer defined benefit pension plan. However, if you do not participate in a multiemployer pension plan, you may still be at risk of a withdrawal liability assessment. To help you identify whether you may be at risk, answer the following questions:

1. Do you currently contribute to a multiemployer (union) pension plan?
2. Have you contributed to a multiemployer pension fund in the past six years?
3. Do any of the owners of your company also have an interest in a company that is contributing, or has contributed, to a multiemployer plan?
4. Has your company acquired the stock, or assets, of a company that contributed to a multiemployer plan?
5. Does your company have a close business relationship with a company that contributes to, or has contributed to, a multiemployer plan?

Let CBP Protect Your IP: Letting the Government Work With You to Protect Intellectual Property

Thomas Kern

It is becoming ever more important for a business to effectively protect its intellectual property in today's global economy. While obtaining patents and trademarks from the U.S. Patent & Trademark Office (USPTO) and registering copyrights with the U.S. Copyright Office are fundamental routes to protecting intellectual property, these are not the only protective measures available to savvy business persons. Another valuable protection and enforcement resource exists with the U.S. Customs and Border Protection (CBP).

CBP is charged with, among other things, securing our nation's border, which includes protecting U.S. intellectual property rights. These protections extend primarily to trademarks and copyrights and guarding against the infringing or counterfeiting of imports. CBP devotes substantial resources to target, intercept, seize and forfeit shipments of counterfeit and grey market goods. Owning a trademark registered with the U.S. Patent & Trademark Office, or a copyright registered with the U.S. Copyright Office, does not automatically cause a trademark or copyright to be registered with the CBP. It is only the first step.

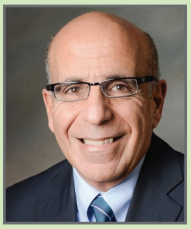
The CBP maintains a system for the recording of trademarks and copyrights. "Recordation"refers to the process by which CBP collects information from the intellectual property owner about its registered trademarks, copyrights and/or trade names, and then enters that information into an electronic database accessible at all U.S. ports of entry. The CBP then uses information to monitor shipments and prevent the importation or exportation of infringing counterfeit or grey market goods. Recordation fees are relatively inexpensive at $190 per trademark or copyright recorded.

There are many benefits to recording with CBP. However, the main benefit is that recording intellectual property with CBP allows CBP's officers to have the power to act against counterfeits, infringing knockoffs and even imports that are "confusingly similar" to a recorded trademark or "substantially similar" to a recorded copyright. CBP can then take such action as the seizure and forfeiture of imports that are infringing or counterfeit. When such actions are taken, CBP will contact the trademark or copyright owner and provide it with information, if known, regarding the seizure, such as a description of the merchandise, the quantity involved, the name and address of the manufacturer, and the name and address of the importer. Also, CBP may provide the owner with a sample of the suspected infringing merchandise in order to pursue a related private civil remedy for trademark infringement.

Action must be taken to protect your IP from threats from abroad. While the USPTO does not enforce rights for owners of intellectual property, CBP *does* help protect owners' rights. By recording your intellectual property with CBP, U.S. trademark and copyright holders can make the government a partner in their efforts to protect valuable intellectual property.

For more information, please contact **THOMAS KERN** at tkern@beneschlaw.com or 614.223.9369.

THE GROUP GROWS... GET TO KNOW



Joseph G. Tegreene

Mr. Tegreene is a partner in the firm's Corporate & Securities Practice Group, Private Equity Group and Commercial Finance & Banking Practice Group. He focuses his practice on mergers and acquisitions, divestitures, corporate restructuring, public and private debt and equity offerings, representation of borrowers in complex loan transactions and general business counseling. Over the years, Joe has helped many multifunctional transportation and logistics entities with corporate restructuring of their operations to minimize risk, including warehousing, motor carriage, express package and brokerage operations. Joe has expertise in not only making sure that the documentation for such corporate structuring and restructuring is appropriate to minimize risk but also extensive expertise in actual operational management of the restructuring, so that the newly restructured entity's operations actually reflect the new corporate structure, to completely minimize risk.

T. Ted Motheral, Esq.

Mr. Motheral is an associate with the firm's Corporate & Securities Practice Group. He focuses his practice on mergers and acquisitions as well as private debt and equity financing. Mr. Motheral has experience in leading and representing trucking, warehousing, logistics, supply chain and distributorship clients in transactions for multimillion-dollar mergers and acquisitions and has also represented these clients as borrowers in multimillion-dollar financing, equity and debt offerings. Mr. Motheral is also experienced in advising clients on general corporate matters, entity formation and governance, franchising, joint ventures, divestments, and Securities and Exchange Commission reporting requirements and regulations.

WHAT'S TRENDING

Friend us on Facebook:
www.facebook.com/Benesch.Law

Follow us on Twitter:
www.twitter.com/BeneschLaw

Subscribe to our YouTube Channel:
www.youtube.com/user/BeneschVideos

Pass this copy of *InterConnect* on to a colleague, or email **ADRIANE DEFIORE** at adefiore@beneschlaw.com to add someone to the mailing list.

If you would like to receive future issues of the newsletter electronically, please email **SAM DAHER** at sdaher@beneschlaw.com.

Simple Tips to Make Sure The Loaded Pistol Isn't Pointed Back At You

Allen Jones

Jean-Paul Sartre said "Words are loaded pistols." This adage could not be more applicable when it comes to email which, disregarding it's obvious convenience, can quickly become the bane of our existence. The following are three simple (and non-exhaustive) tips to avoid becoming the bull's-eye:

1. "To every text there has to be context otherwise it ends up becoming a pretext." ~ Ravi Zacharias

Last year, the Tennessee Supreme Court relied upon the Uniform Electronic Transactions Act (UETA), adopted in 47 states, to conclude that email communications between counsel satisfied the Statute of Frauds for purposes of a settlement agreement involving the transfer of an interest in real estate. *See Waddle v. Elrod*, 367 S.W.3d 217 (2012). Specifically, the Court concluded that:

> [t]he UETA does not require parties to conduct transactions by electronic means. Rather, the UETA governs 'transactions between parties each of which has agreed to conduct transactions by electronic means. Whether the parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the parties' conduct.'

Id. at 227–28 (citations omitted). Under the UETA, the concept of an electronic signature is quite broad, and the comments indicate that "'[t]he mere inclusion of one's name as a part of an e-mail message' qualifies as an electronic signature 'so long as in each case the signer executed or adopted the symbol with the intent to sign.'" *Id. at 228*.

Everyone is becoming more accustomed to communicating electronically, whether via email or a social media platform. Pages upon pages of emails are increasingly a substantial bulk of the discovery process. Many business email strings contain casual "conversational" messages. Be mindful of the setting of your communication, and place words in their proper context. This is particularly germane to transportation brokers. By informally writing about what your company will do for a customer in an email exchange, your business may commit itself to the customer in an unintended manner, exposing the company to unexpected liabilities. Further, when communicating about a business matter, resist the invitation to engage in extraneous dialogue, especially of a personal nature. Unlike conversations, an email can create an almost permanent record of the communication, and unintended consequences can result.

2. "The most valuable of all talents is that of never using two words when one will do." ~ Thomas Jefferson

For that reason, brevity is always the preferred practice. Enough said.

3. "Don't talk about yourself; it will be done when you leave." ~ Wilson Mizner

If at all possible, avoid the use of the personal pronoun "I" in your email communications. What may seem obvious to you as the CEO of your company today, may not be as obvious to a reader construing the communication two or three years later. Use of the personal pronoun "I" risks a reader concluding that you are communicating on your personal behalf, and not on behalf of the company. For the same reason, when signing an email, the preferred practice is to include a signature block or, at minimum, particularly if the email is a business communication, placing your title after your signature to clearly indicate that you are acting on behalf of the business, and not in your personal capacity.

Woody Allen said "Some guy hit my fender, and I told him, 'Be fruitful and multiply,' but not in those words." That's funny for sure. But the broader point is to say what you mean and mean what you say. You'll avoid a word bullet pointed at your forehead.

For more information, please contact **ALLEN JONES** at ajones@beneschlaw.com or 614.223.9323.

RECENT EVENTS

Truckload Carriers Association's Independent Contractor Division Annual Meeting
Rich Plewacki
September 5, 2013 | Chicago, IL

International Warehouse Logistics Association's Annual Safety Conference
Transportation Law Update
Marc Blubaugh presented.
September 12, 2013 | Fort Worth, TX

When a Consignee Says "No" to Cargo
TLA Webinar Series
Marc Blubaugh moderated.
September 12, 2013 | Webinar

2013 Canadian Transport Lawyers Association Annual Conference
Martha Payne attended and Eric Zalud presented on *Ethical Conflicts that Arise in a Transportation Practice*
September 19–22, 2013 | Quebec City, Canada

FTR Annual Transportation Conference
Stephanie Penninger
September 24–26, 2013 | Indianapolis, IN

Arkansas Trucking Seminar
J. Allen Jones
September 25–27, 2013 | Rogers, AK

TerraLex Annual Conference
Eric Zalud
September 25–28, 2013 | Paris, France

International Warehouse Logistics Association's "Essentials of Warehousing" Course
Marc Blubaugh presented on *Fundamentals of Transportation Law: What Those New To Warehousing Need To Know About Transportation*
October 3, 2013 | University of Maryland

Innovation and Transportation Conference
Eric Zalud
October 8, 2013 | Toronto, Ontario

Indiana Logistics Summit
Co-hosted by Purdue University, Ports of Indiana and Conexus
Stephanie Penninger
October 9–10, 2013 | Indianapolis, IN

American Trucking Associations' Annual Management Conference & Exhibition
Marc Blubaugh, Teresa Purtiman and Rich Plewacki
October 19–22, 2013 | Orlando, FL

The McGill Institute of Air and Space Law Aviation Liability & Insurance Conference
Eric Zalud
October 25–26, 2013 | Montreal, Canada

The Ohio State University's Transportation Logistics Association
Marc Blubaugh presented *Hot Transportation Topics of 2013*
November 4, 2013 | Columbus, OH

Transportation Lawyers Association's Transportation Law Institute
Marc Blubaugh, Martha Payne and Stephanie Penninger attended. Eric Zalud presented on *Legal Aspects of Technology in the Transportation and Logistics Industry* (at the Executive Committee Meeting)
November 8, 2013 | Los Angeles, CA

Transportation Lawyers Association's Executive Committee Meeting
Marc Blubaugh and Eric Zalud
November 9, 2013 | Los Angeles, CA

Essentials of Supply Chain Management—The Basics
November 12–13, 2013 | Columbus, Ohio

Trucking Industry Defense Association Annual Convention
Eric Zalud
November 13–15, 2013 | Orlando, FL

ON THE HORIZON

Transportation Intermediaries Association Meeting
Martha Payne will be attending and **Eric Zalud** will be presenting on *Insurance and Imposters: Minimizing Freight Intermediaries' Risk in Casualty and Cargo Litigation*
November 16–19, 2013| Houston, TX

Transportation Lawyers Association
Marc Blubaugh will be moderating *Social Media for the Transportation Lawyer*
December 4, 2013 | Webinar

Private Equity Investing in Transportation, Distribution & Logistics Companies
Capital Roundtable Conference
James Hill, **Eric Zalud**, **Marc Blubaugh** and **Peter Shelton**
December 5, 2013 | New York, NY

Transportation Lawyers Association Chicago Regional Seminar
Martha Payne will be a part of the Ethics Panel and **Marc Blubaugh**, **Allen Jones**, **Thomas Kern**, **Stephanie Penninger**, **Rick Plewacki**, **Teresa Purtiman** and **Eric Zalud** will be attending.
January 17, 2014 | Chicago, IL

Council of Supply Chain Management Professionals Columbus Roundtable
Marc Blubaugh will be moderating the annual Transportation and Logistics Panel
January 24, 2014 | Columbus, OH

Conference of Freight Counsel
Martha Payne and **Eric Zalud** will be attending
January 25–27, 2014 | San Francisco, CA

TIDA's Advanced Seminar
Eric Zalud will be presenting on "Video-Based Driver Safety Programs and EOBRs: Are They Really Making a Difference in Risk Prevention, Quality Control and Litigation Management? Understanding How these Technologies Work, What Information is Being Transmitted and How that Information is Being Used in Litigation."
January 27–28, 2014 | Dallas, TX

International Warehousing Logistics Association Insurance Company Board of Directors Meeting
Marc Blubaugh will be presenting on *Transportation Broker Liability*
January 31, 2014 | Grand Cayman

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

Transportation & Logistics Group

For more information about the Transportation & Logistics Group, please contact any of the following:

ERIC ZALUD, Chair | (216) 363-4178
ezalud@beneschlaw.com

MARC BLUBAUGH, Co-Chair | (614) 223-9382
mblubaugh@beneschlaw.com

MICHAEL J. BARRIE | (302) 442-7068
mbarrie@beneschlaw.com

TAMAR GONTOVNIK | (216) 363-4658
tgontovnik@beneschlaw.com

MATTHEW GURBACH | (216) 363-4413
mgurbach@beneschlaw.com

JAMES HILL | (216) 363-4444
jhill@beneschlaw.com

J. ALLEN JONES III | (614) 223-9323
ajones@beneschlaw.com

THOMAS KERN | (614) 223-9369
tkern@beneschlaw.com

PETER KIRSANOW | (216) 363-4481
pkirsanow@beneschlaw.com

ANDI METZEL | (317) 685-6159
ametzel@beneschlaw.com

T. TED MOTHERAL | (614) 223-9384
tmotheral@beneschlaw.com

LIANZHONG PAN | (011-8621) 3222-0388
lpan@beneschlaw.com

MARTHA PAYNE | (541) 764-2859
mpayne@beneschlaw.com

STEPHANIE PENNINGER | (317) 685-6188
spenninger@beneschlaw.com

RICH PLEWACKI | (216) 363-4159
rplewacki@beneschlaw.com

TERESA PURTIMAN | (614) 223-9380
tpurtiman@beneschlaw.com

PETER SHELTON | (216) 363-4169
pshelton@beneschlaw.com

SARAH STAFFORD | (302) 442-7007
sstafford@beneschlaw.com

CLARE TAFT (Of Counsel) | (216) 363-4435
ctaft@beneschlaw.com

JOSEPH TEGREENE | (216) 363-4643
jtegreene@beneschlaw.com

KATIE TESNER | (614) 223-9359
ktesner@beneschlaw.com

E. MARK YOUNG | (216) 363-4518
myoung@beneschlaw.com