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Robert Pleines, Jr.

Transportation Secretary Sean Duffy's recent comments on Fox News' "The Will Cain Show" have raised concerns across supply chains that purchasers of transportation and logistics services may face new liabilities and compliance obligations for carrier drivers. Specifically, Secretary Duffy emphasized potential liability for shippers who load cargo in trailers hauled by carrier drivers who do not meet the English language proficiency (ELP) requirements.

The comments raise questions about the authority of the Federal Motor Carrier Safety Administration (FMCSA) to regulate shippers and how those actions would align with President Trump's deregulatory policy. This article addresses those issues and outlines basic best practices for all shippers and warehouse operators to implement for dock operations.

Regulation of Shippers at the Loading Dock

Shipper liability for shipments tendered is not a new concept, even if the prospect of new regulatory obligations may be breaking new ground. The FMCSA has historically acknowledged that its authority to regulate shipper functions is somewhat limited given its motor carrier safety charge. For example, back in 2012, FMCSA issued a "Five Year Plan" where it suggested that it would identify gaps in its enabling legislation that currently prevent the agency from reaching "certain elements of the CMV transportation life-cycle," specifically calling out "shippers" and "receivers" in that regard. FMCSA implied that it might seek Congressional authority to expand its regulatory jurisdiction.

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U.S. DOT Regulation of Shippers? Comments by the Transportation Secretary Raise Questions of Shipper Risk

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Likewise, in 2016 when promulgating driver coercion regulations under MAP-21, FMCSA noted that Congress did not intend to apply all of the Federal Motor Carrier Safety Regulations to shippers or receivers. An agency's understanding of its jurisdiction can of course change over time. Secretary Duffy's comments could signal coming change.

In practice, even today, shipper conduct is frequently the subject of scrutiny in cargo damage and personal injury suits. Shippers and warehouse operators must generally exercise reasonable care at the loading dock. For example, failure by shippers and warehouse operators to confirm that a driver understands shipping instructions can serve to implicate these parties in negligence claims when cargo is damaged, stolen or misrouted. A shipper or warehouse operator who tenders a load to a driver who is manifestly inebriated raises similar potential exposures in casualty cases. In those types of disputes the attorneys, judges and juries will review shippers' actual conduct as well as internal procedures to determine whether the shipper was negligent when loading a trailer or otherwise tendering the cargo.

Today's dramatic rise in cargo theft offers one of the most tangible examples of this concern. Criminals are exploiting communication gaps to impersonate carriers, including through the use of fraudulent door markings and bills of lading. These misrepresentations persuade shippers to participate unwittingly in their own thefts by loading certain trucks. Drivers who struggle to communicate basic shipment details may not always be a threat, but poor verification procedures leave shippers and warehouse operators vulnerable to loss. Law enforcement—and now the U.S. DOT—appears to support proactive verification measures to protect and defend against cargo theft and other potential liabilities.

In essence, shipper liability at the loading dock is not a new concept and to date has largely centered on vigilance. This is likely to remain the case with or without new FMCSA regulatory action.

White House Policy on Deregulation

The current administration immediately emphasized the removal of unnecessary regulations and the cost of compliance burdens

following Inauguration Day on January 20, 2025. In the time since, the President issued an executive order requiring federal agencies to repeal at least 10 regulations for each new regulation issued (far more aggressive than the two-for-one approach of the Trump 45 Administration). This signals a potential mathematical and philosophical hurdle for any new regulatory burden sought by the U.S. DOT. The President's propensity to act through executive order simultaneously raises the possibility of initiating change through the White House rather than Congress. Another course of action could focus on heightened enforcement policy, similar to how the renewed focus on ELP requirements does not actually change existing regulations but rather emphasizes regulatory enforcement priorities of the Trump Administration.

Practices to be Considered from the Shipper's Perspective

A growing list of reasons exists for shippers and warehousemen to strengthen operating procedures for traditional "shipping" and "dock" functions at their companies, not the least of which are this change in tone by the administration. The potential for cargo theft, nuclear verdict risk and supply chain interruption stands along with reputational harm as a strong reason for implementing best practices. The practical response for shippers and warehouse operators right now involves adopting practices that demonstrate reasonable care and mitigate risky behavior.

Those new and improved standard operating procedures can be written and implemented, and may include these six features:

- **Carrier Identity:** Confirming that the motor carrier is authorized and that all markings match the company booked and listed on shipping documents.
- **Driver Identity:** Verifying the driver's identification at the gate or the loading dock instead of simply relying on dispatch calls or emails.

- **English Language:** Ensuring that no language proficiency barrier exists and avoiding any indication (through signage or otherwise) that a lack of proficiency exists.
- **Confirming Consistency:** Loading freight while confirming that seals, labels and cargo counts align with bills of lading or manifest requirements.
- **Clear Instruction:** Ensuring that communication about shipment details, routes and handling is clear, and confirming that drivers understand the same prior to executing any shipping documents at origin.
- **Internal Policies:** Ensuring that internal policies around shipping practices are clear regarding loading/unloading, identity verification and other loss-mitigation requirements.

Secretary Duffy's remarks can serve as an important reminder whether or not dramatic regulatory change is coming. It is in the best interest of all parties procuring transportation and logistics services, particularly shippers and warehousemen, to fortify approaches to physical security and standard operating procedures. The risks that those efforts target have existed for years and only continue to grow. Amid this challenging environment, the current regulatory landscape is one where, with or without purported deregulation, the administration will not shy away from action in support of its overall policy agendas. Shippers and warehouses can position themselves to avoid liability under the law and, in the process, prepare for shifts in government enforcement posture or the body of applicable regulation.

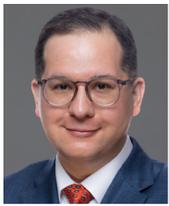
Benesch's Transportation & Logistics team stands ready to proactively advise on deploying safety compliance best practices and to defend all manner of enforcement actions when those occur.

MARC S. BLUBAUGH is co-chair of Benesch's Transportation & Logistics Practice Group and may be reached at 614.223.9382 and mblubaugh@beneschlaw.com.

JONATHAN R. TODD is vice chair of the Practice Group and may be reached at 216.363.4658 and jtodd@beneschlaw.com.

ROBERT PLEINES, JR. is a senior managing associate in the Practice Group and may be reached at 216.363.4491 and rpleines@beneschlaw.com.

Mexico Customs Reform—North American Trading Block Continues to Evolve in Advance of USMCA Joint Review



Jonathan R. Todd



Vanessa I. Gomez

“There is great interest among domestic U.S. manufacturers and importers in both the potential for customs reforms in Mexico as well as potential adjustments to the USMCA.”

Key Takeaways

- Mexico customs modernization is on the horizon with reform to key supply chain practices, including increased customs broker oversight, shared responsibility among trade stakeholders, and increased controls surrounding the IMMEX program. Reforms are expected to take effect January 1, 2026.
- North American trade has come under focus recently amid tariff action globally. At the same time, the U.S., Canada and Mexico are continuing to prepare for the USMCA Joint Review, set to occur on July 1, 2026.
- Domestic U.S. industry may indirectly benefit from Mexico's reforms regardless of whether operations are maintained in Mexico. In all events, companies reliant on North American trade can use this opportunity to strengthen compliance, maintain awareness and voice potential improvements for cross-border trading relationships and the USMCA Joint Review.

Developments for the North American trading block are swiftly emerging from a period of great change throughout 2025. Most significantly, Mexico's Senate approved changes to the country's Customs Law (Ley Aduanera) on October 14, 2025. The changes are intended to increase efficiency, transparency and enforcement as part of the Sheinbaum

administration's trade policy. The proposed changes are currently pending final approval with an anticipated effective date of January 1, 2026. In parallel, the United States, Mexico and Canada recently closed their respective comment periods for USMCA reforms. Hearings in the U.S. are scheduled for the first week in December. The official Joint Review of USCMA will commence on July 1, 2026.

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Mexico Customs Reform—North American Trading Block Continues to Evolve in Advance of USMCA Joint Review

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Mexico Customs Enforcement

The proposed amendments will increase enforcement for customs violations. Both importers and brokers will be liable for instances of undervaluation, tariff misclassifications, and false or incomplete customs entries. Customs brokers will still face greater responsibility than importers. Proposed amendments result in brokers serving a gatekeeper role. Customs brokers will have an obligation to report customs transactions conducted contrary to or in violation of laws and policies. Importers will face increased customs guarantee deposit requirements to promote correct valuation of goods.

The amendment also contains Maquiladora reforms with the intent of reducing customs evasion. It contains stronger regulatory controls for temporary importations, including those related to the Maquiladora, Manufacturing and Export Services Industry (IMMEX) program. Increased control is aimed at ensuring that temporary imports undergo appropriate customs procedures and are reexported. Permanent importations masked as temporary importations have increasingly been used to evade duties. Proposed amendments also implement guardrails around IMMEX program cancellations; for example, if a company's IMMEX program is canceled, it will be required to either import goods under general importation regulations or reexport goods within 60 days of receiving a cancellation notification.

A new customs council will enforce customs laws and carry on initiatives such as overseeing and auditing customs broker licensing. The council will be composed of Mexico's National Customs Agency (Agencia Nacional de Aduanas

de México or ANAM) and the Tax Administration Service (Servicio de Administración Tributaria or SAT). The SAT and ANAM will be able to conduct post-clearance audits to increase enforcement opportunities.

Customs brokers that are investigated for financial crimes or other crimes resulting in over five years in prison will be subject to a license suspension. The suspension shall last up to 90 days or the amount of time the broker is under investigation or behind bars. Importers will face increased fines for evading duties. Those importing items without the requisite Maquiladora, Manufacturing and Export Services Industry program documentation will face steep civil penalties of 250% to 300% of the value of the goods. Those importing prohibited items or items contrary to Customs Laws will face the same penalties, with the exception of motor vehicles, whose current penalties are 70% to 100% of the value of

the goods. Trade stakeholders will also face penalties between MXN\$1.5 million and MXN\$2 million for importing or exporting goods in or out of the incorrect location. Couriers and parcel companies will face penalties between MXN\$800,000 and MXN\$1 million for violating SAT laws and policies.

USMCA Joint Review

The United States is continuing its preparation for USMCA Joint Review. A public comment period closed on November 3, 2025. Hearings were intended to be held on November 17, but were rescheduled by the USTR on November 7 to allow greater public participation over three days, December 3–5, 2025. Post-hearing rebuttals and supplemental testimony will be available for submission up to seven days following the last day of hearings.

The USTR will then submit a report to Congress that includes an assessment of operational



experiences under the USMCA and a clear recommendation regarding the U.S. position on whether to extend the agreement. The report to Congress will also detail any previous efforts to address concerns related to that position or recommendation. The USTR must submit the report at least 180 days prior to the Joint Review. Canada and Mexico also have their respective processes leading up to the Joint Review beginning July 1, 2026. The Joint Review is intended to allow the member states to assess performance under the trade agreement and determine potential renewal actions.

Domestic U.S. Industry Impacts

The Sheinbaum administration's efforts to champion reform must be viewed with a wider geopolitical perspective. There is great

interest among domestic U.S. manufacturers and importers in both the potential for customs reforms in Mexico as well as potential adjustments to the USMCA. The Mexico customs changes are particularly meaningful to those who have voiced concerns about historic underenforcement in Mexico leading to a flood of inexpensive non-USMCA imports into the country, thereby harming U.S. competitiveness. Reforms and enforcement are expected to potentially help level the playing field for the North American market. Also, Mexico was notably absent from the retaliatory saber-rattling amid the changing U.S. tariff landscape throughout 2025. These potential reforms and Mexico's tact throughout the year may serve to impact the viability and strength of future North American trade in 2026 and beyond.

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JONATHAN R. TODD is vice chair of Benesch's Transportation & Logistics Practice Group and is a licensed U.S. Customs Broker in addition to being an attorney. He can be reached at 216.363.4658 and jtodd@beneschlaw.com.

VANESSA I. GOMEZ is a managing associate in the Practice Group. She can be reached at 216.363.4482 and vgomez@beneschlaw.com.

Watch Your T&Cs! When Done Right, Terms and Conditions are Both Viable—and Valuable



Eric L. Zalud

The era of the paper/hard copy bill of lading and/or rate confirmation is fading fast. Hard copies and paper *do* live on in various shipment schematics; however, increasingly, and at a very rapid

rate, transactions between shippers, carriers, brokers and forwarders are conducted by, and memorialized in, electronic form via email, interactive website access and response, and—more and more—AI mechanisms. This electronic transactional flow assists in making the shipment booking, tracking, contracting and even claims processes more efficient and more easily preserved for both business and evidentiary purposes. A recent case involving just such a shipment confirmed the validity of an interactive, electronic T&C website shipment process, and also provided a handy road map to do it right.

In *ALG Worldwide Logistics v. Serenity Technologies, Inc.* (Ill. Ap. 2024; 18th Ill Judicial

Dist.), Serenity brought an action against ALG for freight loss and damage to a large piece of machinery. Serenity made claims both under contract and the Carmack Amendment, the federal statute that provides such remedies for interstate transport of cargo. Serenity alleged that ALG had a contractual and statutory duty to properly transport and store the machinery, and that it failed to do so. Serenity sought in excess of \$750,000 in damages related to the machinery.

ALG filed a motion for summary judgment, asserting that the contract at issue specifically prohibited Serenity's claims against ALG. The evidence showed that Serenity had signed a Credit Application and an Agreement that bound the parties as to the transport. Both the Credit Application and the Agreement incorporated by express reference ALG's "Rules and Regulations." Those Rules and Regulations could be found, *if the recipient looked for them*, at an ALG website that was identified in both the Application and the Agreement. The Agreement also expressly noted that a printed copy of the

Rules and Regulations would be made available to the putative customer upon request to ALG. The evidence was also clear that the principal of Serenity, Dr. Suneeta Neogi, confirmed that yes, she *did* sign the Credit Application that contained that incorporation by reference language. The Rules and Regulations contained specific provisions that noted that ALG would not be liable for any loss or damage that might occur during the shipment. ALG also evoked evidence from Dr. Neogi that she knew how to use a website and was capable of searching the URL incorporated in the Credit Application. She also admitted that she did not review the Terms and Conditions until *after* learning of the damage to the machinery. Also, she did not request a hard copy of the terms and conditions, as was offered in the Agreement, and the incorporated Rules and Regulations. Consequently, ALG asserted that, in light of this schematic, Serenity had no claim for breach of contract and no claim against ALG under the Carmack Amendment.

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Watch Your T&Cs! When Done Right, Terms and Conditions are Both Viable—and Valuable

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The court first analyzed plaintiff’s claims under the Carmack Amendment, noting that a motor carrier *can* properly limit its liability under the Amendment if it gives the shipper a reasonable opportunity to choose between two or more levels of liability. The court then clarified a principle underlying tenet of the Carmack Amendment: i.e., that the Amendment applies only to motor carriers, railroads or freight forwarders, for *interstate* shipments. The court found that ALG was a transportation broker and not a common carrier. This fact had been admitted by Serenity. Therefore, Serenity had no claim under the Carmack Amendment, regardless of levels of liability.

Serenity contended that it was not made aware of the terms and conditions regarding liability restrictions, and that therefore, the court should not uphold them. The court found that there was no genuine issue of material fact that the Credit Application specifically included

a provision stating that the applicant—here Serenity—agreed to the Terms and Conditions in the Rules and Regulations (tariff) document. The court noted that Credit Application even included the hyperlink to the Terms and Conditions and offered the written copy to be available. Dr. Neogi’s admissions reinforced that the shipper had had the opportunity to click on the hyperlink to read and understand the Terms and Conditions. Serenity contended that in spite of this schematic, the Rules absolving ALG of all liability were unconscionable under state law.

The court rejected these contentions by the shipper plaintiff, finding that the law was very clear that if a contract shows an intent to incorporate another document by reference, the “additional provisions become as much a part of the contract as if they were expressly written in it,” citing *Wilson v. Wilson* 217 Ill. at 3rd 844, 853 (1991); *W.W. Vincent & Co. v. First Colony Life Ins. Co.*, 351 Ill. at 3rd 752 (1st Dist. 2004)

(“the parties to a contract may incorporate by reference another document if that intention is clearly shown on the face of the contract”). The court then noted that the Terms and Conditions explicitly referenced the Rules and Regulations and provided the hyperlink, and thus: “It was made abundantly clear that the Rules and Regulations were to be made a part of the Agreement and had the hyperlink provided to allow accessibility to those Rules, indicating that Serenity was properly notified of the existence and incorporation of the Rules and Regulations *and should have read those terms prior to agreeing to them.*” (emphasis added).

The court next analyzed whether it was unconscionable for ALG to contract away its liability in this manner. The court noted first that parties *may* generally contract away liability for their own negligence, but that agreements of this type are strictly construed against the party whom they benefit, and are subject to a

fair and reasonable interpretation, based upon consideration of all the language and provisions. The court observed that typically, though, if there is no fraud or willful negligence, such contracts *will* be valid unless there is a substantial disparity in the bargaining position of the parties, which would militate against upholding the clause. The court found that their rationale for this Rule was that the courts should not interfere with the right of two parties to contract with one another if they freely and knowingly enter into a contractual arrangement.

The court then made some seminal findings as to the broker-shipper relationship. The court found that there is no “special relationship” between these parties, of any kind: “The role is property broker and shipper, which does not result in a relationship that would qualify as a ‘special’ such as an employer/employee relationship or a common carrier/passenger relationship.” The court explained that there was really no disparity in the bargaining position of the parties, since they were both commercial entities. Thus, they are both viewed as being contractually sophisticated, rather than susceptible of being taken advantage of, like in a relationship between a commercial entity and an individual. Obviously, this is an important holding because it is applicable to all commercial entities, regardless of their size. The court then found that public policy permitted this type of exculpatory clause eliminating liability, since it was not used to invalidate a claim involving fraud, willful or wanton conduct or strict liability. The court concluded that: “So long as the provisions themselves are not found unconscionable, the provisions exculpating ALG from liability are enforceable because even when strictly construed against ALG, the provisions are valid and there is sufficient evidence that Serenity had the opportunity to find out such terms, *but blatantly chose not to do its due diligence, which is not a proper defense.*” (emphasis added).

The court then drilled down into the Terms and Conditions themselves. The court concluded that the Terms and Conditions were not made illegible but were pointed out in clear, legible

“This case, and others like it across the country of late, provide an excellent didactic road map for shippers, brokers and carriers to use electronic interactive means to simultaneously provide easy access to contractual information while also providing a means to legitimately, and transparently, limit liability.”

wording. Also, the font was the same size as all other provisions in the Agreement and the Application. That similar font eliminated any argument that the provision was in small print and unable to be found or easily seen. The court also observed that there were clear headings within the Rules and Regulations themselves that would have alerted Serenity, and other shippers, to the limits of liability, including headings that stated “General Claims Liability” and “Liability Not Assumed.” The court also observed that there were eight additional sections specifically limiting liability that were contained in underlined text, that would have provided adequate notice to Serenity of the liability limitations. The court found that nonetheless: “Serenity chose to forego reading the Terms and Conditions that were clearly pointed out and conspicuous.” Consequently, there was no unconscionability regarding the Terms and Conditions and the liability limitations.

The court concluded that there are many cases that uphold limitations of liability such as this one in business relationships. As long as the provisions themselves are not unconscionable, then they are enforceable even when strictly construed against the drafter—here the transportation broker. The court closed with a stinging rebuke of the shipper Serenity: “There is sufficient evidence that Serenity had the opportunity to find out such terms, but blatantly chose not to do its due diligence, which is not a proper defense.”

Practice Pointers/The Road Map

This case, and others like it across the country of late, provide an excellent didactic road map for shippers, brokers and carriers to use

electronic interactive means to simultaneously provide easy access to contractual information while also providing a means to legitimately, and transparently, limit liability. The case also provides firm interpretive judicial support for the notion that commercial entities, regardless of their size, are bound by terms and conditions to which they are provided access. Finally, the case places a heavy burden on the recipients of commercial contracts of all kinds—to actually read them! So, the junctions of the road map are: (1) font size of liability limitations should be clear and legible and should be of similar font as the rest of the contractual terms; (2) within the contractual document itself, liability limitations should be called out throughout, with headings, captions, and also with italics, underlines or boldface. These practices guarantee that procedural issues will not impinge upon the liability limitations; (3) there should be a very clear incorporation by reference clause in any rate confirmation or contact, with a very clear, and easily accessible—and usable—hyperlink/link to any underlying rules, regulations or tariffs; (4) there should also be an opportunity provided to the recipient to request and receive a copy of any pertinent rules and regulations/tariffs/terms and conditions via email, hard copy or other means; and (5) the overall goal of this interactive schematic should be to make it user-friendly, both to facilitate the commercial transaction and its transparency, and for that liability limitation or exculpatory clause to stand up in court.

ERIC L. ZALUD is co-chair of Benesch’s Transportation & Logistics Practice Group and may be reached at 216.363.4178 and ezalud@beneschlaw.com.



Leveraging In-Transit Freight Financing to Unlock Working Capital



J. Philip Nester

Recent history demonstrates just how unpredictable global supply chains can be where delays, disruptions and prolonged transit times create substantial capital constraints for

businesses. In-transit financing can address these challenges by converting goods enroute into liquidity that enables businesses to sustain operations and pursue growth without interruption.

By combining negotiable bills of lading, structured credit arrangements and seasoned lending partners, businesses can turn shipments into strategic financial assets that scale with confidence and strengthen resilience against supply chain uncertainties. In today's interconnected and often unpredictable global trade environment, in-transit financing is more than a source of capital—it is a strategic tool businesses can use to sustain operations,

navigate risk and build long-term resilience.

In-Transit Freight Finance: Converting Goods in Motion into Working Capital

Global supply chains are longer, more complex and increasingly unpredictable. For businesses managing shipments that might be in transit for weeks, waiting for inventory to arrive before accessing capital can create significant cash flow pressures. Traditional financing structures through lines of credit, loans or receivables often fail to align with transportation and logistics' operational realities. In-transit freight finance can address this gap and enable businesses to leverage inventories while enroute, thereby preserving liquidity and supporting uninterrupted operations from origin to destination.

What Is In-Transit Freight Finance?

In-transit freight finance is a short-term working capital solution that allows companies to draw on the value of inventory before reaching a consignee, warehouse or distribution center. By converting shipments that are in transit into

financial assets, businesses can bridge the period between the purchase and delivery of those cargoes. This financing tool is particularly relevant for enterprises that have long lead times, high-volume imports or demand-driven inventory cycles. Unlocking liquidity that is tied to goods that are in transit, this financing tool allows businesses to pay their suppliers, manage costs associate with duties and tariffs, and maintain operational continuity without waiting for the cargo to arrive at its intended destination. In this way, in-transit freight financing transforms inventory from a cash-intensive asset into a resource that supports working capital needs of the business.

How In-Transit Financing Works

In-transit financing is structured to move in step with the supply chain. Once goods depart from a supplier or a port, a financing partner assesses the shipment value in order to establish a borrowing base. In some cases, the base can be combined with accounts receivable to create a flexible line of credit. Funding will be extended up front to give the shipper the ability to cover operational costs or manage concurrent shipments while the goods remain in transit. Repayment of the extended credit is timed with the delivery or sale of the goods, which minimizes operational strain while protecting the lender's collateral.

Important to this process is a negotiable master bill of lading (MBL). When issued "To the Order of" a lender or a designated agent, the MBL operates as a negotiable instrument that grants enforceable rights to the cargo. By contrast, house bills of lading (HBLs) are often nonnegotiable and issued to the shipper, which limits their utility to secure in-transit financing. Proper coordination of service providers' HBLs and MBLs, combined with tripartite agreements involving carriers, forwarders, warehouses and customs brokers, ensures the in-transit lender's rights are recognized while maintaining the uninterrupted flow of goods.

The Role of Specialty Lenders

Businesses that produce high-value goods or a high volume of shipments across complex supply chains stand to benefit. Sectors such as retail, consumer goods, electronics and

the automotive industry, as well as companies navigating seasonal stock builds, just-in-time inventory models or unexpected delays, can use in-transit financing to preserve liquidity and maintain operational momentum. Partnering with a specialty lender is a critical component of an effective in-transit financing strategy. Experienced lenders structure solutions that account for multimodal transportation, fluctuating delivery schedules and cross-border regulatory obligations. These lenders can deliver scalable funding, responsive approval processes and flexible repayment terms, while preserving a business's existing credit structure.

Navigating Supply Chain Disruptions

Recent supply chain disruptions stress the practical importance of in-transit financing. For example, geopolitical tensions in the Middle East and Houthi attacks on vessels in the Red Sea have forced the steamship lines to reroute around Africa, which has substantially increased transit times. Similarly, additional pressures due to port congestion, rising cargo volumes, severe weather, climate events, labor shortages, slow

steaming rules and container scarcity create delays that immobilize working capital.

In-transit financing addresses these challenges by transforming goods that are already in transit into liquid assets, which enables companies to sustain operations despite market uncertainties. By freeing up cash tied in shipments and inventory, businesses can maintain liquidity and reduce balance-sheet strain to support supply chain resilience through extended payment terms and improved cash-flow timing. This approach is especially important as businesses navigate seasonal slowdowns and factors affecting global trade to enhance financial agility without increasing debt.

Key Advantages

In-transit financing provides a number of operational and financial benefits:

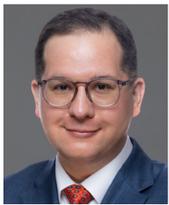
- **Improved Liquidity:** Businesses gain access to capital tied to inventory before it reaches its final destination.
- **Supply Chain Continuity:** Operations can be maintained despite extended lead times or supply chain delays.

- **Operational Alignment:** Funding can track actual shipment and inventory cycles.
- **Existing Credit:** Financing works alongside existing credit facilities.
- **Quick Access to Capital:** Approvals are based on the value of the goods in transit.
- **Global Trade Support:** Businesses can manage international shipments that have longer transit windows.

The Benesch team is experienced with helping clients leverage in-transit freight financing as a tool for growth and resilience by unlocking working capital, managing risk and strengthening supply-chain performance in what can be an unpredictable global trade environment.

J. PHILIP NESTER is a partner in Benesch's Transportation & Logistics Practice Group and may be reached at 216.363.6240 and jonester@beneschlaw.com.

Supply Chain Disruption Risk: Legal Perspective for Procurement Functions



Jonathan R. Todd

Geopolitics and supply chain risk have emerged as top concerns for Chief Legal Officers. These factors are shaping strategic plans and competitive advantage as well as day-to-day

operations. Along the way, traditional approaches to the supply chain discipline are evolving in response to this time of great change. This article summarizes some of the changes taking place in supply chains, the top risk categories that are challenging supply chain professionals, and ways to help manage those risks going forward.

Historic Practices Under Threat

There is no one-size-fits-all supply chain, but there are a number of historic practices that were commonly deployed and are now under threat. The staggering breadth of product portfolios is no longer efficient, leading many companies to reduce the variance of raw inputs and volume of finished goods SKUs. Even product categories, service lines and markets are being rationalized in some verticals with a renewed focus on core competencies and profitability. Inventory management is challenged by tariff burden, the loss of de minimis for low-value imports to the U.S., and inbound logistics disruption, leading to a trend of holding higher inventories closer to the point of use. The "partnering" approach of selecting single-source suppliers is no longer

viable for critical supply or in single non-U.S. countries, leading to increases in supplier diversity.

Acute Supply Chain Management Risks

The ways in which threats manifest in supply chains all have one thing in common—irregularities against expectations. Certain occurrences are commonly suffered across supply chains regardless of industry or geography that prevent companies from performing as expected under normal operating conditions. The consequences of these occurrences impact the bottom line but also spread up and down the supply chain with a so-called bullwhip effect. Risk assessments and strategic planning are two of the primary tools in the practitioner's toolbox for

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Supply Chain Disruption Risk: Legal Perspective for Procurement Functions

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anticipating these risks. Procurement practices, and active supplier or vendor management, are the tactical tools for managing risk together with strong contracting practices.

Compliance Variance Risk – Suppliers, service providers or products may be found to fall out of compliance with applicable laws or regulations. Examples include recognition mid-relationship that items cannot be entered through U.S. customs because of allegations that inputs were produced with forced labor. Recognition that a supplier or provider is, or has become, listed on denied parties lists or has become subject to sanctions program is another increasing challenge in this environment.

Cost Variance Risk – Increased costs to land products or fully receive a service is a unique type of financial risk. It does not prevent the purchase, but it does challenge the commercial viability of continued procurement. Severe variance will destroy margins and, as we've seen recently, even challenge the financial viability of a

company. Examples of this type of risk include the recent worldwide reciprocal and universal tariffs imposed on most imports. Landing product in the U.S. became cost-prohibitive for many companies and forced negotiations or downstream notices. Significant challenges were also experienced by equipment or raw input suppliers who may have had lengthy production cycles for essential purchases that were, only in the end, subject to multimillion-dollar tariff exposure.

Availability Variance Risk – Product supply can be short and services may be unavailable, which immediately impacts company production and sale. Examples include the inability for a supplier to deliver as contracted due to upstream raw materials constraints from cost or availability. Sometimes these variances have nothing to do with the quality of supplier or service provider. The occurrences may be entirely outside the control of our contracting party, such as force majeure events or acts of government authority. Still, the impacts can be significant particularly in operations with low safety stock.

Quality Variance Risk – Products or services that fail to meet industry quality expectations, or those agreed upon in purchase contracts, have immediate negative consequences for operations and customer experiences. Examples can range from failure to meet specified dimensional or color specifications or, in the extreme, failures in special conditions or handling that yield total loss. These variances essentially amount to a purchaser's failure to receive what was agreed upon for purchase, but the magnitude of impact (and availability of damages) can vary greatly depending on the particular type of variance, its circumstance and contract terms.

Procurement Best Practices for Managing Risk

Supply chain disruption risks are sometimes unavoidable. Still, professionals can approach relationships in ways that prevent unforeseen risks as best as possible and that place companies in the best positions if those events arise. Three parts make up the best approach to managing risks: (1) proper preparation for going to market, (2) thoughtfully managing the bid process and supplier or vendor relationships afterward, and (3) negotiating appropriate contractual terms so expectations are clear along with the road map for the relationship.

Preparing to Go to Market – The first step to managing supply chain disruption risk is to gain a practical understanding of critical nodes in the supply chain. Many companies today are performing "supply chain mapping" to determine as best as possible the entire upstream value chain across companies and countries. This has become essential for companies with forced labor risk, but it is also a valuable exercise for other complex supply chains. Doing so allows for risk assessments of key nodes and identification of where visibility into, or documentation for, third-party operations may be low if not clearly risky. Risk-appropriate measures may then be implemented to address those known concerns.

Bid Processes and Supplier Management – Procurement teams then use these learnings when going to market for new goods and services. Risk assessments often yield specific

RFP or RFQ questions, more discrete populations of potential suppliers, and tailored onboarding processes. These are all tools for supplier and provider due diligence, which is fundamental from a lawyer's perspective. High-impact review points may have serious implications for whether a supplier moves forward in the process and how the relative risks among suppliers are weighted. Those meaningful points often include party screening against sanctions lists, determination of trade compliance risks for the country or region, sectoral compliance risks for the product or industry, maintenance of required licenses and permits, and more traditional financial diligence. Targeted written confirmation of diligence questions are often implemented as part of onboarding processes. Periodic certification can occur throughout the relationship life cycle.

Risk-Appropriate Contract Terms – Far too often teams will simply “dust off” contract terms when going to market. This risk environment necessitates thoughtfulness in contract structures, ancillary documents such as Purchase Orders and Supplier Codes of Conduct, and every term used throughout those sets. Distinct

“This risk environment necessitates thoughtfulness in contract structures, ancillary documents such as Purchase Orders and Supplier Codes of Conduct, and every term used throughout those sets.”

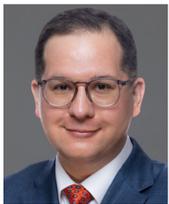
terms can be used to reasonably address every identified risk. For example, appropriate compliance representations and warranties regarding goods or services are protective particularly when paired with indemnity for breach or third-party claims. Creative payment structures, clarity around price inputs, and price or cost indexing can be valuable tools for managing price variance. Forecasting and clear force majeure provisions can help manage disruption due to availability variance. Drafting meaningful Service Level Agreements or Product Specifications, and tracking against Key Performance Indicators, will help actively manage quality variance and any claims. Supply chain management tools, such as periodic management meetings, root cause analysis

and corrective action plans drive active supplier management. Damages provisions, including liquidated damages, can reduce disagreement over the appropriate remedy for variance.

Every supply chain is different, but clearly understanding risks and calmly deploying these approaches with an eyes-wide-open understanding of potential outcomes will position procurement teams to best avoid disruption and weather storms when they arise.

JONATHAN R. TODD is vice chair of Benesch's Transportation & Logistics Practice Group and may be reached at 216.363.4658 and jtodd@beneschlaw.com.

Equipment Holding Companies: Asset Protection Value and Other Benefits for Transportation and Logistics Providers



Jonathan R. Todd

Asset-based transportation is a high-risk high-capital business. Every operator is well aware of the potential nuclear verdict risk for casualty incidents. Every operator is

also well aware of every penny invested in growing successful companies. Many of those revenue-generating investments are visible every day, from warehouses and facilities to the real estate on which they sit to, of course, the essential truck tractor power units, trailers, tanks, containers and chassis. Risk tolerances and company maturity change over time, which

leaves many executives thinking about how to best protect assets from liabilities.

Every business is unique. Some take the “everything rolls up to the top” perspective on risk. Still others seek strategic organizational development guided by the principle that value is created when we separate distinct risk classes from asset classes. This article explains how asset holding companies can be part of the puzzle for building stronger, better-protected, higher-value companies.

Risk and Asset Separation – Different business activities have different risk profiles. A dry van carrier's risk is different from tank truck operators, and each is different from brokers. The assets used in those operations hold value that will be

collectible by adverse judgments. A strategy that manages these risks and assets is to separate each by creating new leasing companies that are functionally no different than third-party equipment lessors or real estate lessors. Following a thorough risk assessment, operations and assets are separated in unique companies, and then the use of assets by the operation is established through written leases. This helps to protect the entire enterprise from risk while offering avenues to grow enterprise value.

Strategic Benefits – The top benefit from creating asset leasing companies is to help protect assets from liability caused by their operations. Other benefits, especially for ambitious operators, include the potential to lease unused equipment or property to

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Six Rules for Marketing Transportation and Logistics Services—Time to Compete and Win (Not Take on Risk)



Jonathan R. Todd

Don't let your marketing activities get you into trouble. Speed of change has rapidly increased for all modes of transportation and logistics service providers. Change facing shipper customers is

even higher. At times like these the tendency is to throw as wide a net as possible while expanding service offerings. Right now, however, we are seeing an anecdotal uptick in scrutiny of web content and other advertisements from transportation regulators.

What you say in writing may cause more pain than the incremental sales are worth. Here are the six rules to keep in mind when preparing the next great hook in your marketing materials and paperwork:

Always Be Truthful – The golden rule in marketing and advertising is to always be truthful. This is famously found in federal law at Section 5 of the FTC Act, which prohibits unfair or deceptive practices. It is also found in various forms under

state law. Anything you say must be truthful in the eyes of a reasonable customer. Playing games and sloppiness does not end well.

Sell Only What You Can Perform – Transportation and logistics are highly regulated industries. Licenses and registrations are required to sell or perform brokerage, surface forwarding, indirect air carriage, ocean forwarding and NVOCC service, customs brokerage, etc. Federal agencies are on guard for anyone selling services that don't align with their licensure.

Use "Family" References As Needed – Time and again industry executives think "we offer that service" without clarity on who WE references. Just because you offer a licensed service within the enterprise doesn't mean every affiliate is free to sell it. Many companies get tripped up by this myth. The fix is to simply and clearly reference the company actually performing the service. This isn't hard to do, such as "Our affiliate, Company Inc., is an FMCSA licensed broker...."

Build Different Workflows – Large enterprises with many different operating companies sometimes manage handoffs poorly. This can

lead to customer and regulator confusion over who exactly is providing a service. It can also lead to forms of "veil-piercing" or other legal arguments where liability bleeds from one company to another. Your teams may need separate email footers, even separate email addresses, and may need to answer phones differently. Think about the impression you are giving those outside your company.

Drop In Regulatory Footers – In some niches of the industry it has long been common to add "regulatory footers" at the bottom of copy or at the end of online content. These may be as simple as "Company Inc. is a FMCSA licensed broker under DOT No. 123456 and MC 123456." Doing so gives you a source of truth to reference if there is ever a question from a regulatory agency, or a plaintiff, on your role in a transaction.

Watch for Special Requirements – Don't forget that some subsectors have special marketing and advertising rules. For example, household goods movers must have specific language in their advertisements due to 49 CFR 375.207. As another example, OTIs (whether forwarders or NVOCCs) must use specific language on all forms of stationery due to 49 CFR 515.31. Holding license is a privilege with requirements for how you hold out to the public.

All interests align in the end. The public deserves to know what you can do and how you will do it. You deserve to run a business in a market where your competitors are not lying to your current and potential customers about what those competing companies can do and how they will do it. You also deserve a world where you can reasonably defend against lawsuits by plaintiffs who claim you had a role in activities when you did not.

Regulators share this perspective even when issuing civil penalties or other forms of government enforcement. The objective of marketing, advertising, sales and yes, even law, is to compete and win for new business. Go out and win!

JONATHAN TODD is vice chair of the Transportation & Logistics Practice at Benesch and can be reached at 216.363.4658 and at jtodd@beneschlaw.com.

Benesch Promotes J. Philip Nester to Partner

Benesch is pleased to announce the promotion of J. Philip Nester to partner in the firm's Transportation & Logistics Practice Group.



Phil has built a distinguished career at Benesch, providing strategic legal, commercial and operational guidance to clients across all sectors of the transportation and supply chain industries. He regularly advises manufacturers, distributors, retailers, carriers, drayage and inland providers, brokers, intermediaries, and forwarders on complex transactional, regulatory and insurance matters, including compliance, contract negotiation, dispute resolution, enforcement defense, investigations, audits and risk management.

Phil's work focuses on helping clients navigate the legal and regulatory impact of commercial, operational and enterprise risks. He is recognized for his deep knowledge of ocean transportation, maritime law and insurance coverage, and he works closely with clients' in-house counsel, business teams and supply chain colleagues to deliver

practical, commercially grounded solutions ranging from complex ocean and multimodal contracts to high-value cargo, freight and casualty disputes, as well as sophisticated insurance coverage and risk transfer strategies.

Phil was recently named a recipient of the 2025 Pros to Know Award in the Top Transportation Innovators category by Food Logistics and Supply & Demand Chain Executive, a testament to his commitment to excellence and innovation in the industry.

"We are thrilled to welcome Phil to the partnership," said Transportation & Logistics Practice Group Vice Chair Jonathan Todd. "His dedication to client service and his ability to deliver creative, effective solutions have made him an invaluable member of our team."

Phil can be reached at jpnester@beneschlaw.com and 216.363.6240.

Equipment Holding Companies: Asset Protection Value and Other Benefits for Transportation and Logistics Providers

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third parties. Doing so could even rely on the Graves Amendment, which protects pure-play equipment lessors from liability for accidents caused by lessees using their equipment. The strategy also creates "portable" companies that could be later sold or financed. Finally, some clients report tax advantages presented by their accountants when implementing these restructurings with lawyers.

Potential Downsides – Nothing is as easy as it seems. Fragmenting business operations and asset pools is most effective when true corporate distinctions are maintained to help avoid "veil piercing" arguments by plaintiff attorneys. This means that there will be higher

bookkeeping burdens, more time-consuming administrative burdens, complexities in naming and branding, and possibly the need to diversify boards or leadership. The approach can also raise questions from customers or others that must be answered truthfully while avoiding confusing the market. All of this is manageable when recognizing that business still needs to get done. No solution is perfect or zero-risk, but if more can be done to maintain distinctions between lessors and lessees, then the protective benefit increases.

Changing business structures can be done at any point in a company's life cycle, but it is not for everyone. Driving factors can include recent

litigation events, relative value and scope of asset investments, diversity of business lines in a company's service portfolio, desire to create portability for potential sale or financing of the assets, or strategic plans to enter asset leasing as a business. Smaller companies and newer market entrants may see the added complexity of this model as too great. Larger mature companies may already have well-developed and well-worn structures in place.

JONATHAN R. TODD is vice chair of Benesch's Transportation & Logistics Practice Group. He can be reached at 216.363.4658 and jtodd@beneschlaw.com.



Benesch's Fifth Annual Investing in the Transportation & Logistics Industry Conference brought together nearly 100 senior executives, investors and industry leaders for an invite-only, in-depth discussion on the forces shaping the transportation and logistics sector as we prepare to enter 2026. Through timely panels and a forward-looking keynote, the conference reflected the depth of our Transportation & Logistics bench and the sophistication of the clients and industry leaders we are privileged to advise. The dialogue reinforced our role as a trusted advisor at the center of the industry's most important strategy, investment and growth conversations. We are pleased to share the following highlights from the conference.

Keynote
Leading the AI Transformation
TRENT GILLESPIE, CEO, *Stellis AI*



“AI isn’t another tool rollout—it’s a complete rewiring of how organizations compete and grow.”

Summary

In his keynote, Trent Gillespie reframed artificial intelligence as not merely a technology project, but as a leadership imperative that will fundamentally reshape transportation and logistics organizations. Drawing on his experience driving Amazon's global expansion and innovation, Gillespie emphasized that companies must act decisively—empowering employees, redesigning processes and building AI literacy—to remain competitive. The organizations that move fastest to integrate AI into their core strategy, he noted, will define the industry's future.

High-Level Takeaways

- AI is a leadership and organizational transformation, not an IT initiative.
- Competitive advantage will favor companies that experiment, iterate, and empower employees to use AI.
- Building for the future—rather than optimizing legacy processes—is essential to long-term success.

CEO Roundtable Panel

Moderator:

MARC S. BLUBAUGH, Partner, *Benesch*

Panelists:

DAVID ANTONSON (US 1 Industries)

JOHN NESS (ODW Logistics)

ITAMAR "ITA" ZUR (Veho)



“The most successful businesses set high (but clear) expectations and measure accountability at all levels of the organization.”

Summary

Panelists discussed the North American economic outlook, the ways that their respective companies are utilizing artificial intelligence and driving innovation in their businesses, the role of M&A in the industry and at their companies, difficult decisions that they have had to make as CEOs, and the biggest challenges that they see facing the industry over the next 5 years.

High-Level Takeaways

- The most prolonged freight recession has affected different sectors in distinct ways (i.e., parcel delivery has been insulated in many ways, whereas intermodal has faced headwinds).
- Nuclear verdicts, worker classification and other regulatory compliance issues remain among the issues that weigh most heavily on providers of transportation, logistics and warehousing services.
- While deploying new technology can be game-changing, successful leaders understand that a strong and engaged workforce remains vital for coordination, communication and collaboration.

M&A Outlook 2026 Panel

Moderator:

CHRISTOPHER HOPKINS, Partner, *Benesch*

Panelists:

RYAN CECH (Imperative Logistics Group)

RICHARD HOLOHAN

RON LENTZ (Logisyn)



“Valuation expectations have reset, and disciplined buyers are stepping back into the market.”

Summary

Panelists discussed how M&A activity in the transportation and logistics sector is beginning to stabilize after several volatile years. While asset-heavy segments remain challenged, niche operators—particularly in customs brokerage, healthcare and specialized logistics—are attracting strong interest. With significant capital on the sidelines and more realistic valuation expectations, the panel expressed cautious optimism for increased deal activity heading into 2026.

High-Level Takeaways

- Niche and specialized logistics providers continue to outperform generalists in M&A demand.
- Valuation realism is unlocking transactions that were previously stalled.
- Buyers are prioritizing operational readiness, integration planning and resilience over pure scale.

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T&L Sector Economic Trends and Impacts

Moderator:

JONATHAN TODD, Partner, *Benesch*

Panelists:

MAZEN DANAF (Uber Freight)

ANDREW SIBOLD (IANA)

AVERY VISE (FTR Transportation Intelligence)



“Rates remain under pressure as costs rise faster than pricing across much of the freight economy.”

Summary

Industry economists provided three unique perspectives on a data-driven look at the macroeconomic forces shaping transportation and logistics. Persistent demand softness, tariff-related uncertainty and elevated operating costs continue to pressure carriers and intermediaries alike. While near-term conditions likely remain challenging into 2026, panelists noted that ongoing capacity exits and structural adjustments could position the industry for a stronger recovery when demand rebounds.

High-Level Takeaways

- Freight demand remains uneven, with manufacturing and international trade under pressure.
- Operating costs continue to outpace rate growth, compressing margins.
- Capacity rationalization is underway and may drive performance in a future market rebound.

The Deal Is Done – Now What? Post-Closing Integration: Building a Smooth Transition

Moderator:

ERIC ZALUD, Partner, *Benesch*

Panelists:

BRIAN BOLAND (HTL Freight)

SPENCER TENNEY (The Tenney Group)

REBECCA WHITE (KAG)



“The hardest part of a deal begins the day after it closes.”

Summary

Focusing on post-closing realities, this panel highlighted that true deal success is determined during integration—not at signing. Panelists emphasized the critical role of culture, leadership alignment and talent retention in preserving and creating value. Early planning, transparent communication, and thoughtful integration of people, systems and processes were cited as essential to turning transactions into long-term growth platforms.

High-Level Takeaways

- Integration planning should begin early and align closely with the deal thesis.
- People, culture and leadership continuity are central to value creation.
- Standardizing systems and processes accelerates integration while reducing risk.



Conference Takeaway

Economics were top of mind for every leader. This is a time for transformation, through technology, strategy and execution, to define the future of transportation and logistics.

Check out the full gallery of photos from the conference [here](#).



Marc Blubaugh

mblubaugh@beneschlaw.com | T: 614.223.9382



Christopher D. Hopkins

chopkins@beneschlaw.com | T: 614.223.9365



Peter Shelton

pshelton@beneschlaw.com | T: 216.363.4169



Jonathan R. Todd

jtodd@beneschlaw.com | T: 216.363.4658



Eric L. Zalud

ezalud@beneschlaw.com | T: 216.363.4178

To subscribe to our Transportation & Logistics Practice Group's InterConnect newsletter and for other industry related information, please [click here](#).

Recent Events

Transportation Law Institute

Eric L. Zalud presented “The Rapid-Fire Multimodal Lightning Round; Rail, Sea, Air... and Beyond!” **Marc S. Blubaugh** and **Martha J. Payne** attended.

October 23–24, 2025 | Detroit, MI

ATA Management Conference & Exhibition

Marc S. Blubaugh and **Robert Pleines, Jr.** attended.

October 25–28, 2025 | San Diego, CA

2025 Canadian International Freight Forwarders Association (CIFFA) Annual Conference

Marc S. Blubaugh participated in the Legal Panel.

October 29–30, 2025 | Toronto, Ontario

Transportation Intermediaries Association (TIA) 2025 Technovations Conference

Eric L. Zalud attended.

November 5–7, 2025 | Phoenix, AZ

2025 Accelerate! Conference & Expo by Women in Trucking Association

Jonathan R. Todd, **Alissa “Ali” Jubelirer**, **Megan K. MacCallum** and **Vanessa I. Gomez** presented “Cannabis, Hazmat, Pharma: Handling High-Value, High-Risk, High-Regulated Commodities.”

November 9–12, 2025 | Dallas, TX

TruckingSense’s Road Dog Trucking

Megan K. MacCallum and **Robert Pleines, Jr.** presented “FMCSA’s Broker Transparency Rule.”

November 10, 2025 | Virtual

2025 International Warehouse Logistics Association (IWLA) Legal Practice Symposium

Marc S. Blubaugh presented “The U.S. Supreme Court and Transportation Law: What to Expect this Term.” **Eric L. Zalud** presented “Wrapped Up and Tied With a Bow—Packaging Your Logistics/Warehousing Company for the Marketplace: Navigating Transactional Aspects

in Merger, Acquisition, Consolidations and Integrations.” **Kevin M. Capuzzi** presented “When a Customer Goes Broke: Handling Bankruptcies in the 3PL Business.”

November 13, 2025 | Chicago, IL

AMI Plastics World Expo

Jonathan R. Todd presented Keynote Address: “Supply Chain 911—Your Way Through Global Change.”

November 13, 2025 | Cleveland, OH

TerraLex Global Meeting

Eric L. Zalud attended.

November 19–22, 2025 | Bangkok, Thailand

National Business Institute Webinar

Christopher C. Razek presented “Ohio Liquor Licensing: Updates You Need to Know Now.”

November 20, 2025 | Virtual

Law Society of Ontario

Jonathan R. Todd presented “The Eight Minute Trade and Transportation Lawyer 2025.”

December 2, 2025 | Virtual

BARBRI - Webinar

Matthew Ridings and **Jonathan R. Todd** presented “New DOJ Trade Fraud Task Force: Heightened Investigation and Prosecution of Tariff Evasion, Customs Regs.”

December 3, 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 presented “2026 Preview for Supply Chain & International Trade.”

December 9, 2025 | Tampa, FL

Conference of Freight Counsel (CFC) Winter 2026 Meeting

Eric L. Zalud attended.

January 10–12, 2026 | Destin, FL

American Trucking Associations Webinar

Jonathan R. Todd presented “2026 Readiness –Preview for Transportation & International Trade.”

January 20, 2026 | Virtual

BGSA Supply Chain Conference

Marc S. Blubaugh, **Eric L. Zalud** and **Peter K. Shelton** attended.

January 21–23, 2026 | Palm Beach, FL

2026 Transportation Lawyers Association (TLA) Chicago Regional Seminar—Broker Bootcamp

Jonathan R. Todd presented “Cross-Border Brokerage and International Freight Forwarding.” **Robert Naumoff**, **Robert Pleines, Jr.**, **J. Philip Nester**, **Christopher C. Razek**, **Megan K. MacCallum**, **Vanessa I. Gomez** and **Ashley C. Rice** attended.

January 22, 2026 | Chicago, IL

Deal Breaker Media Above the Law Webinar

Jonathan R. Todd was a panelist on “What if Tariffs Go Away—or Don’t? Navigating Uncertainty with Contract Intelligence.”

January 27, 2026 | Virtual

International Warehouse Logistics Association (IWLA) Essentials of Warehousing

Marc S. Blubaugh presented “Fundamentals of Transportation Law.”

January 28, 2026 | Long Beach, CA

Columbus Roundtable of the Council of Supply Chain Management Professionals

Marc S. Blubaugh moderated the Annual Transportation Panel.

January 29, 2026 | Columbus, OH

AMI Polyethylene Films

Jonathan R. Todd presented “2026 Readiness — Tariffs, Trade, and Transformation in Supply Chains.”

February 2–4, 2026 | Tampa, FL

IADC 2026 Midyear Meeting

February 8–12, 2026 | New Orleans, LA

Stifel Transportation & Logistics Conference

Peter K. Shelton and Eric L. Zalud attended.
February 9–11, 2026 | Miami, FL

Manifest Vegas

Marc S. Blubaugh attended.
February 9–11, 2026 | Las Vegas, NV

Air Cargo Conference

Jonathan R. Todd presented “Navigating Compliance: Regulatory Changes and Their Impact on Forwarders and Carriers.”
February 15–17, 2026 | Orlando, FL

National Home Delivery Association’s Member Webinar

Marc S. Blubaugh presented “*The Montgomery Case: What it Means for Home Delivery Providers.*”
February 17, 2026 | Virtual

If you are interested in receiving our transportation industry client alerts and our quarterly *InterConnect* newsletter, please [SIGN UP HERE](#).

On the Horizon

Transportation and Logistics Council (TLC) 52nd Annual Conference

Eric L. Zalud is presenting “Where Worlds Collide: The Interface of Broker Liability and Carrier Liability.” Martha J. Payne is attending.
March 15–18, 2026 | Nashville, TN

Plastics News Executive Forum

Jonathan R. Todd is presenting “The Effect of Tariffs on Plastics Manufacturing.”
March 24, 2026 | Clearwater, FL

2026 International Warehouse Logistics Association (IWLA) Annual Convention & Expo

Eric L. Zalud is presenting “Kicking the Tires; M&A Trends and Practicalities in the Warehouse Sector.” Marc S. Blubaugh and Christopher C. Razek are attending.
March 29–31, 2026 | San Antonio, TX

2026 National Customs Brokers & Forwarders Association of America (NCBFAA) Annual Conference

J. Philip Nester is attending.
April 12–15, 2026 | San Antonio, TX

TIDA 2026 Cargo Skills Seminar

Eric L. Zalud is presenting “Damages and Salvage Issues in Cargo Claims.”
April 14, 2026 | Charlotte, NC

Transportation Intermediaries Association (TIA) Capital Ideas Conference

Marc S. Blubaugh is presenting “Innovative Legal ‘Hacks’ To Protect and Grow Your Business.” Eric L. Zalud is presenting “Wrapped Up and Tied with a Bow—Packaging Your Logistics Company

for the Marketplace: Navigating Transactional Aspects in Merger, Acquisition, Consolidations and Integrations.” Megan K. MacCallum and Robert Pleines, Jr. are presenting “Top Broker Operations Risks You Aren’t Considering.” Martha J. Payne is attending.
April 15–17, 2026 | Phoenix, AZ

Specialized Carriers and Rigging Association (SC&RA) Annual Conference

Eric L. Zalud is attending.
April 20–24, 2026 | Amelia Island, FL

Shaping the Road Ahead: Evercore Transportation & Logistics Summit

Eric L. Zalud and Marc S. Blubaugh are attending.
April 28–29, 2026 | Coral Gables, FL

Transportation Lawyers Associations (TLA) Annual Conference

Marc S. Blubaugh is presenting “The World Is Not Enough: A Conversation with Anne Reinke.” Kristopher Chandler is participating in the AI-Powered Freight: Contracting, Liability, and Compliance for Maritime and Intermodal Tech Tools panel. Eric L. Zalud is presenting “Seven Deadly Sins (Against Brokers)! And How to Manage and Prevent Them.” Martha J. Payne is attending.
April 29–May 1, 2026 | Amelia Island, FL

Utility Supply Management Alliance’s Annual Conference

Marc S. Blubaugh is presenting Current Trends in Transportation & Logistics.
May 17–20, 2026 | Port Charlotte, FL

FreightWaves Fraud Symposium 2026

Eric L. Zalud is presenting “Regulation and Legal Update: Navigating Broker Liability Standards and Insurance Complexities.”
May 20, 2026 | Cleveland, OH

Agriculture Transportation Coalition (AgTC) Annual Meeting

J. Philip Nester is attending.
May 18–21, 2026 | Tacoma, WA

IRMI Transportation Risk Conference

J. Philip Nester is presenting “Emerging Insurance, Legal, and Operational Risks in Global Supply Chains.”
June 1–3, 2026 | Dallas, TX

Transportation Intermediaries Association (TIA) Midwest Regional Meeting

Eric L. Zalud is presenting “Insurance Risks, Gaps and Coverage Issues for Brokers.”
June 9, 2026 | Omaha, NE

Association of Transportation Law Professionals (ATLP) 97th Annual Meeting

Eric L. Zalud is attending.
June 21–23, 2026 | Baltimore, MD

Conference of Freight Counsel (CFC) Summer Meeting

Eric L. Zalud is attending.
June 27–29, 2026 | Santa Fe, NM

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

ERIC L. ZALUD, Co-Chair | 216.363.4178
ezalud@beneschlaw.com

MARC S. BLUBAUGH, Co-Chair | 614.223.9382
mblubaugh@beneschlaw.com

JONATHAN R. TODD, Vice Chair | 216.363.4658
jtodd@beneschlaw.com

MICHAEL J. BARRIE | 302.442.7068
mbarrie@beneschlaw.com

ALLYSON CADY | 216.363.6214
acady@beneschlaw.com

KEVIN M. CAPUZZI | 302.442.7063
kcapuzzi@beneschlaw.com

KRISTOPHER J. CHANDLER | 614.223.9377
kchandler@beneschlaw.com

NORA COOK | 216.363.4418
ncook@beneschlaw.com

BRIAN CULLEN | 312.488.3297
bcullen@beneschlaw.com

JOHN N. DAGON | 216.363.6124
jdagon@beneschlaw.com

WILLIAM E. DORAN | 312.212.4970
wdoran@beneschlaw.com

JOHN C. GENTILE | 302.442.7071
jgentile@beneschlaw.com

VANESSA I. GOMEZ | 216.363.4482
vgomez@beneschlaw.com

JOSEPH N. GROSS | 216.363.4163
jgross@beneschlaw.com

JENNIFER R. HOOVER | 302.442.7006
jhoover@beneschlaw.com

CHRISTOPHER D. HOPKINS | 614.223.9365
chopkins@beneschlaw.com

TREVOR J. ILLES | 312.212.4945
tilles@beneschlaw.com

PETER N. KIRSANOW | 216.363.4481
pkirsanow@beneschlaw.com

DAVID M. KRUEGER | 216.363.4683
dkrueger@beneschlaw.com

NICOLAS P. LACEY | 614.223.9384
nlacey@beneschlaw.com

STEVEN D. LESSER | 614.223.9368
slesser@beneschlaw.com

CHARLES B. LEUIN | 312.624.6344
cleuin@beneschlaw.com

MEGAN K. MACCALLUM | 216.363.4185
mmacallum@beneschlaw.com

MICHAEL J. MOZES | 614.223.9376
mmozses@beneschlaw.com

KELLY E. MULRANE | 614.223.9318
kmulrane@beneschlaw.com

ROBERT NAUMOFF | 614.223.9305
rnaumoff@beneschlaw.com

J. PHILIP NESTER | 216.363.6240
jpnester@beneschlaw.com

MARGO WOLF O'DONNELL | 312.212.4982
modonnell@beneschlaw.com

LIANZHONG PAN | 011.8621.3222.0388
lpan@beneschlaw.com

MARTHA J. PAYNE | 541.961.7802
mpayne@beneschlaw.com

JOEL R. PENTZ | 216.363.4618
jpentz@beneschlaw.com

ROBERT PLEINES, JR. | 216.363.4491
rpleines@beneschlaw.com

RICHARD A. PLEWACKI | 216.363.4159
rplewacki@beneschlaw.com

JULIE M. PRICE | 216.363.4689
jprice@beneschlaw.com

DAVID A. RAMMELT | 312.212.4958
drammelt@beneschlaw.com

CHRISTOPHER C. RAZEK | 216.363.4413
crazek@beneschlaw.com

ABBY RIFFEE | 614.223.9387
ariffee@beneschlaw.com

LAURYN T. ROBINSON | 216.363.6110
lrobinson@beneschlaw.com

PETER K. SHELTON | 216.363.4169
pshelton@beneschlaw.com

REED W. SIRAK | 216.363.6256
rsirak@beneschlaw.com

DEANA S. STEIN | 216.363.6170
dstein@beneschlaw.com

CLARE TAFT | 216.363.4435
ctaft@beneschlaw.com

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