FOSTER PEPPER PLLC

The Intermodal Lead

Legal Developments in Freight Carriage, Logistics and Transportation Infrastructure

Blurred Lines: an Intermediary's Roles as Cargo Owner, Dispatcher, and Controller of Trucking Operations Produce Huge Accident Liability

By Steve Block

The merging of transportation functions, some might even say identities, is a significant feature of transportation's evolution since deregulation of the various modes was accomplished in the 1990s. Intermodalism in the current era has become more than just systematic management of freight movement through different means of carriage. Rather, technology, economic dynamics, regulation and business planning have incentivized players of all sizes to wear shipper, intermediary, carrier and other hats – in the air, on the ground or in the water – frequently within a single transaction.

All that's fine, until it causes a service provider to lose sight of the implications such different hats have on its liability. Just ask CH Robinson Worldwide, which recently found itself on the wrong end of a $23.7 million judgment after a truck driver was involved in a fatal accident. CH Robinson is one of America's largest and most prominent transportation companies, and generally recognized to be primarily a surface freight broker and freight forwarder. But apparently its business activities extend into actually procuring cargo ownership as part of its transactions with customers or, perhaps better said, business partners.

CH Robinson had an arrangement with Jewel Food Stores whereby the former would purchase food products, warehouse them, and provide ongoing transportation services on the latter's behalf. CH Robinson had contracts with a series of motor carriers, including Toad L. Dragonfly Express (Dragonfly) in Illinois. Recognizing master-servant and vicarious liability risks employers bear, that contract was careful to specify that the carrier and its drivers were independent contractors and not employees of intermediary-cum-shipper CH Robinson.

But that's about all CH Robinson did to distance itself from responsibility for accidents. In addition to looking a lot like a shipper on the property ownership side of the equation, it looked even more like a motor carrier on the transport side. CH Robinson actually

dispatched the drivers of its contracted motor carriers, offering them loads at stated comp rates. It imposed on those drivers a complex and encompassing list of very strict rules regarding each haul. These included constant notification of the driver's whereabouts; verification of freight and its condition; delivery times; and fines for late delivery.

<continued on page 2>

In This Issue

For comments or additional information on the articles in this issue, please contact Steve Block | 206.447.7273 | sblock@foster.com

Blurred Lines: an Intermediary's Roles as Cargo Owner, Dispatcher, and Controller of Trucking Operations Produce Huge Accident Liability (cont.)

<continued from page 1>

In accordance with prescribed procedure, Dragonfly driver DeAn Henry contacted CH Robinson in search of a load. She was dispatched to run a cargo of potatoes from Idaho to Bolingbrook, Illinois. Tragically, her rig collided with several vehicles on Interstate 55, causing two fatalities and other serious injuries. When the estates and injured individuals sued, Dragonfly and she admitted liability, but couldn't come up with the tens of millions plaintiffs were after. The suit also named deep-pocketed CH Robinson, which denied liability on the ground, hey, Dragonfly and Henry were independent contractors, and not its employees.

After all, urged CH Robinson, Dragonfly is a motor carrier which is the lessee of owner operator Henry's rig, and which has a freight brokerage contract with CH Robinson that clearly defines the relationship. These arrangements are industry standard, and both federal and Illinois state law recognize that brokers generally aren't liable for the mishaps of their independently contracted motor carriers.

But this is quite a different situation than the garden-variety broker-motor carrier arrangement presents. The common law analysis of whether an entity bears vicarious liability for the wrongdoing of its help hinges on the level of control that entity exercised, or had the right to exercise, over the worker bee. In other words, call her what you will, but if you control her extensively in her work activities for you, she's your employee. Here, the level of control was extensive (arguably, greater in some ways than what motor carriers have over their own drivers). CH Robinson controlled virtually every aspect of Henry's activities. Indeed, it's tough to see any significant aspect of Henry's work that Dragonfly had say-so on.

Perhaps the most compelling point of control was that the parameters of CH Robinson's direction of the haul would have made it impossible for Henry to deliver the load on time, within speed limits and in compliance with federal regs regarding hours of service. Had she complied with those regs, CH Robinson's late fines would have eaten up her entire freight charge.

Precedents addressing similar circumstances in which intermediaries skated free are distinguishable, again, because the level of control over trucking operations in those cases didn't approach what CH Robinson had going here. Thus, an Illinois appellate court affirmed a jury's multimillion dollar award, and refused to set aside the trial judge's denial of CH Robinson's motion for a judgment notwithstanding the verdict.

While transportation's evolution focuses less on mode and role specificity, and more on market freedom, efficiency and profitability, industry participants should be mindful that with new roles come new liability exposures. And it's not enough just to say in a contract that you're something you're not. ✦

Ref: Sperl v. CH Robinson Worldwide, Inc., et al., pending in the Appellate Court of Illinois, Third District, under Nos. 04-L-428, 05-L-812, and 09-L-005, Opinion dated March 30, 2011.

"It's Just Not Fair": The Doctrine of Unjust Enrichment Under Maritime Law

By Steve Block

U.S. maritime law, as interpreted and applied under federal admiralty jurisdiction, often tracks (and in many instances, gave birth to) land-based legal concepts. Of course, shipping-specific peculiarities; ancient precepts embedded within the overlap of law and waterborne carriage; and the benefits of international consistency have created and perpetuated principles not seen in general common law. These dynamics produce the notion that maritime law is somehow obscure, perhaps mystic, in ways that landlubbers who couldn't distinguish bow from stern in a courtroom just can't understand.

But in many ways, maritime law isn't so esoteric. After all, the primary mission of any legal system is uniform justice and fairness – whatever the context. The English-based infrastructure of common law, which is the genesis of those of the U.S. and most British Commonwealth countries, theoretically is comprised of a series of doctrinal rights and obligations as defined by dogmatic legal concepts with straightforward applicability. It doesn't always work out so smoothly, to be sure, but that's the theory.

<continued on page 3>

"It's Just Not Fair": The Doctrine of Unjust Enrichment Under Maritime Law (cont.)

<continued from page 2>

Unwavering, black-and-white application of law would frequently produce unfair, or "unequitable," results. Through complex historical circumstances, England developed a parallel system of courts, with one addressing "law" and the other "equity." The latter wasn't subject to the same rigid adherence to clear-cut legal principles as were courts of law. The U.S. had separate courts as well, but our state and federal systems merged the two at various times during the last century (a few states actually still have separate courts of equity). Usually, plaintiffs may seek relief in law and/or in equity simply by pleading applicable theories in their complaints.

Equity consists of a number of doctrines and theories of recovery whose most pronounced difference from those in law are the available remedies. Put perhaps too simply, the remedy for claims in law is monetary; and in equity it's an order compelling action or inaction, or otherwise proclaiming parties' rights and obligations. Law gets higher billing: one proviso of equity is that its remedies aren't available if there's an adequate theory in law.

Maritime law concepts usually sound exclusively in law, largely because most issues are governed by contracts, statutes or treaties. But not always. Certain equitable theories are sometimes pleaded in marine cases as supplemental or alternative causes of action, or to avoid a potential harm in the future by way of injunction.

The Fourth Circuit Court of Appeals recently took a look at the equitable doctrine of "unjust enrichment" in a case involving complicated admiralty procedural issues. Importer Commercial Metals Company (CMC) booked shipment of steel products into a series of U.S. ports. The Spanish seller engaged its sister company, Barna Conshipping, as a forwarder to arrange transportation through an ocean carrier. Dispute arose as to whether the cargo was in good order and condition when tendered to the carrier; whether the carrier issued a fraudulently clean bill of lading (not denoting preexisting damage); whether a bank should honor CMC's letter of credit; and whether admiralty jurisdiction governed various aspects of the claim. The court addressed the concept of "collateral estoppel," which is law-speak for the general prohibition against a party relitigating in one court an identical issue it earlier lost in another.

When CMC refused delivery of the cargo, Barna filed suit against it in federal courts sitting in each of the ports of entry, alleging that declining market rates, and not the cargo's condition, prompted the rejection. Barna named the steel cargo as defendants in each action, a procedure in maritime law essentially empowering plaintiffs to secure payment of a potential judgment in an inherently transient industry. However, the claims were dismissed in those courts for lack of admiralty jurisdiction. As a forwarder, Barna wasn't a party to the maritime contracts at issue. No maritime contract, no admiralty jurisdiction.

But somehow that's just not fair, is it? If Barna's allegations prove accurate, then it's out of pocket for costs incurred in storing, returning and maybe disposing of the freight. CMC would escape liability for improperly refusing delivery of and payment for cargo, all because it wasn't commercially expedient to accept it. Barna would be helpless to seek relief in admiralty because it wasn't a contract partner with CMC.

In its action before the Eastern District of Virginia (Norfolk), Barna invoked the equitable concept of "quasi contract," literally "as-if contract" in Latin, but applied to mean an "implied contract" courts will enforce to avoid "unjust enrichment" of an entity that wasn't strictly in privity of contract with the plaintiff. A significant feature of unjust enrichment is that it doesn't require a showing of wrongdoing on the defendant's part. Rather, the plaintiff must demonstrate only that it would be morally, ethically, conscionably – however you might phrase it – wrong for the defendant to benefit at the plaintiff's expense. The doctrine isn't applied based on breach of a duty, violation of a contract obligation or other wrongdoing. Still, the defendant's enrichment must be "unjust," an often nebulous concept given that there's no contract or other terms defining a bargain someone should get the benefit of.

Barna urged that because it hadn't argued unjust enrichment in the other court proceedings (which had been dismissed), it shouldn't be collaterally estopped from asserting it in Norfolk. Reversing that trial court, the Fourth Circuit agreed, and found admiralty jurisdiction governs Barna's unjust enrichment claim. Now, Barna could prevail by showing that CMC shouldn't be allowed to avoid the costs of its allegedly wrongful rejection of freight. That would constitute an unjust enrichment at Barna's expense.

Again, maritime claims not governed by a contract, statute or treaty which render them subject to law are rare. However, admiralty's application of equitable principles enlarges the circumstances in which aggrieved players in the shipping industry might find a remedy. Just because you don't have a contract doesn't mean you're out of luck. ✦

Ref: Barna Conshipping, S.L. v. 2,000 Metric Tons, More or Less, of Abandoned Steel, et al., 2011 WL 468260 (4th Cir. 2011)

Choosing a Vessel Registry

By Russell Terry

All yacht owners face the decision of where to register their vessels. The number of registration options may be overwhelming; many countries offer vessel registration, and each has its own procedures and requirements. Although each registry is different, below are general issues that a yacht owner should consider in deciding where to register, or "flag," his or her vessel.

1. Home or Foreign Country

There are two general categories of registry: traditional and open (i.e., flags of convenience). Traditional registries, such as the United Kingdom and the United States, typically require a nexus between the vessel owner and country of registration. Open registries, on the other hand, do not require such a nexus and generally permit vessel registration regardless of the nationality of the individual who owns or controls the vessel.

The decision of whether to register in a traditional or open registry is essentially one between the vessel owner's home country and various open registry options. For comparative purposes, a vessel owner should be aware of the laws and requirements of his or her home country in order to evaluate whether to register there or in an open registry.

2. Tax Implications and Registration Fees

Registries vary widely in the taxes and fees they charge vessel owners. Vessels registered in traditional registries are generally subject to higher tax liability than those registered in open registries, including tax on profits from vessel operations. Although tax obligations may be higher in countries with traditional registries, such countries generally require relatively inexpensive vessel registration and renewal fees.

Unlike traditional registry countries, countries with open registries typically do not tax profits arising from vessel operations. Instead, most open registries charge annual taxes based on tonnage. While these tax obligations may be lower for many vessel owners than the tax obligations in traditional registry countries, open registries usually charge higher registration and renewal fees.

3. Isolation of Financial Risk

Vessels registered in traditional registries are often owned by an individual or an established corporate entity. This ownership structure puts the owner's personal and/or business assets at risk for vessel-related liabilities. Because vessel ownership may lead to significant liabilities, most owners prefer to isolate their personal and business assets.

Many open registries require vessels to be owned by a local corporation. Therefore, vessels registered in open registries are commonly owned by single-asset entities formed specifically for that purpose. Although there are startup and maintenance fees associated with forming and operating such an entity, this structure limits liabilities arising from the vessel to the vessel itself, thereby isolating the vessel owner's personal assets and those of his or her business ventures.

4. Crewing Considerations

There is a wide gap in labor costs associated with crewing a vessel in a traditional versus open registry. Traditional registries often require the owner to employ a requisite number of crewmembers who are subject to the traditional registry country's strict labor and employment laws. In addition, traditional registry countries often require relatively high wages for crewmembers.

Open registries offer more flexible crewing standards. Many countries with open registries do not require a minimum rate of pay, do not require a minimum number of citizen crewmembers and have less stringent labor and employment laws. Thus, crewing a vessel registered in an open registry is typically far less expensive and subjects the owner to less liability than crewing a vessel registered in a traditional registry.

5. Availability of Financing and Insurance

A registry's safety record and reputation may impact financing availability and insurance rates. Lenders and insurance providers generally view traditional registries as lower risk than open registries with poor safety and enforcement standards. While many open registries are well-regarded, financing and insurance may be difficult to secure for vessels registered in certain less-respected open registries.

6. Additional Considerations

There are many additional factors that vessel owners must consider when deciding where to register, including eligibility requirements, ownership requirements, cruising and operating limitations, and political stability. The reputation and niche of a certain registry is also a consideration (for example, Cayman Islands is the standard for superyachts). Finally, comfort and peace of mind are critical – vessel owners should always choose a registry in which they feel confident. ✦

Recent Developments in Motor Carrier Law

By Steve Block

Substance Over Form: Formal Notice of Cargo Claim Need Not Specify a Dollar Amount if Adequate Damage Description is Provided, and a Carrier's Denial Letter Must be Clear

Holtec International Corp. v. Preferred Metal Technologies, Inc. v. UPS Ground Freight, Inc., 2011 WL 1401664 (D.N.J. 2011)

Holtec purchased for delivery to its Florida customer a series of aluminum panels manufactured by Preferred Metal Technologies (PMT). PMT hired UPS to transport the panels from New Jersey. They arrived damaged.

PMT issued a formal notice of claim to UPS as required by 49 CFR §1005.2(b), but, despite that reg's requirement that a "specified or determinable amount of money" be included in the notice, didn't state an exact dollar amount in the communication. Apparently, an "ongoing dialogue" ensued between UPS and PMT that involved specifics of the claimed loss. UPS subsequently issued a letter stating that it would require additional information to process the claim. The parties went to the mat in the U.S. District Court for the District of New Jersey.

UPS moved to dismiss the action, citing its bill of lading provisions that require notice of claim within nine months, and imposing a two-year statute of limitations. UPS argued that both terms are Carmack-blessed and had expired before PMT took action. The court disagreed. PMT's notice of claim provided UPS all information available and required. The following discussions ensured UPS got all information reasonably and timely. Contrary to UPS's position, the notice of claim (and court complaint, for that matter) need not state an actual dollar amount if the circumstances of the loss are adequately revealed.

The two-year statute of limitations doesn't apply because UPS never denied PMT's claim. To be effective, the carrier's response must constitute "clear, final and unequivocal notice of disallowance." A "we need more info" statement doesn't go that far, especially when the parties continued trying to hash out the dispute after the letter.

It's not all bad news for UPS, however. The court ruled that the carrier's limitation of liability provision was enforceable, although a jury question remains as to which maximum liability term applies to this loss.

STB-Blessed Limitation of Liability is Enforceable Between Two Carriers

Pacific Indemnity Company v. Atlas Van Lines, Inc., et. al, 2011 WL 1486069 (9th Cir. 2011)

The Ninth Circuit recently affirmed what apparently was the first instance of a motor carrier seeking to enforce a limitation of liability provision in circumstances governed by 49 USC §14706(f).

Household goods shippers the Manasters hired motor carrier Pickens Kane Moving to haul their stuff from Chicago to Phoenix. They signed a Pickens bill of lading denoting a $1,000,000 cargo value and confirming "insurance" with Pickens to the extent of the cargo's full worth. Pickens interlined the load to Atlas, but didn't state a cargo value on the Atlas bill of lading. Of course, the shippers didn't agree to Atlas's liability being limited, as they were never in touch with Atlas.

The freight was destroyed by fire while in Atlas's possession, and the Manasters' subrogated insurer sued Pickens in the U.S. District Court for the District of Arizona. Pickens impleaded Atlas in a third-party action. Atlas's incorporated tariff limited its liability to $5.00/pound of freight, which amounted to $52,500. The trial court awarded the insurer the full million against Pickens, and Pickens $52,500 plus litigation costs of about 74 grand against Atlas. The two carriers cross appealed.

The Ninth Circuit affirmed. Pickens didn't have much of a leg to stand on vis-à-vis the shipper's insurer. Its argument was that Atlas couldn't limit its liability under 14706(f), as that statute now requires household goods shippers to waive in writing a carrier's full liability before limited liability will apply.

In 2005, Congress added provisions (subsections (2) and (3)) to 14706(f) addressing the capacity of household goods carriers to limit their liability. The Surface Transportation Board (STB) is authorized to issue rules governing such carriers' tariffs. STB has issued a reg that limits a carrier's liability to $4.00/pound when shippers don't declare a specific value in governing bills of lading, which has the legal effect of calculating freight's "replacement value" at that rate. The court found STB's approach was reasonable, and Atlas's tariff permissibly adjusts that minimum to $5.00/pound.

Pickens was the prevailing party in a dispute over the loss, and thus is entitled to its litigation expenses. True, it recovered far less than the million it sought to recover from Atlas, but it did get the freight's

<continued on page 6>

Recent Developments in Motor Carrier Law (cont.)

<continued from page 5>

legally determined "replacement value." Thus, Atlas has to pick up Pickens's attorneys' fees.

The ADA and FAAAA Pre-Empt State Law Qui Tam Action Addressing Alleged False Fuel Surcharges

State of New York v. DHL Express (USA), Inc., et. al,
2011 WL 1219485 (N.Y.A.D. 4 Dept. 2011)

Two former shipping subcontractors of a series of package delivery carriers sued the latter to recover fuel surcharges they thought were improper under the New York False Claims Act (FCA). The Empire State recognizes "qui tam" actions in which private entities may sue to recover losses the state has incurred, and get treble damages for their efforts. The plaintiffs claimed the carriers had charged fraudulently high fuel surcharges.

The defendant carriers moved to dismiss, asserting that the Airline Deregulation Act and Federal Aviation Administration Authorization Act (which is applicable to motor carriers) preempt state and common law actions that relate to or affect "rates, routes or services" of carriers. The plaintiffs urged that the "market participant exception" to the ADA and FAAAA allows their action. That narrow exception applies when entities are pursuing their own contractual interests that don't address "a specific proprietary problem." Here, those circumstances didn't apply. The FCA seeks specifically to regulate entities doing business with the state. Just because contracts are involved doesn't mean this isn't a rate dispute.

Even if a Shipper Thinks a Carrier is a Broker, Carmack and Federal Jurisdiction Apply

Harang v. Delta Moving Services, Ltd.,
2011 WL 1103650 (S.D. Tex. 2011)

Household goods shipper Jack Harang hired Delta Moving Services, which he thought was a freight broker, to effect transportation of his stuff from Mobile to Houston. A billing dispute erupted over Delta's calculation of the freight charges, and Mr. Harang sued Delta in a Texas state court. Delta removed the action to the U.S. District Court for the Southern District of Texas, claiming that Carmack governed the dispute and provided federal jurisdiction. The shipper didn't like the idea, and moved to remand his case back to state court.

Carmack doesn't apply to brokers, urged Mr. Harang, so there's no basis for federal jurisdiction. He pointed to Delta's broker license issued by FMCSA. Unfortunately, he didn't realize Delta also had motor carrier authority (recently issued under a new name). The court denied the motion. First, licensing alone isn't determinative as to the hat an entity is wearing in a shipping transaction. Second, the shipper tendered his cargo directly to Delta, which transported it without brokerage to another entity. Remand isn't indicated under those circumstances. And by the way, Harang's state and common law theories of recovery were dismissed as preempted by Carmack.

Interchange Agreement's Indemnification Clause may be Enforceable Notwithstanding Texas Statute Prohibiting Mandatory Indemnification

CMA-CGM (America) Inc. v. Empire Truck Lines, Inc.,
2011 WL 1631961 (Tex.App.-Hous. (1 Dist. 2011)

In 1988, ocean carrier CMA-CGM (CMA) and motor carrier Empire Truck Lines (Empire) entered into an Intermodal Interchange Agreement, specifically, the Uniform Intermodal Interchange and Facilities Access Agreement, put out and administered by the Intermodal Association of North America. The agreement covered the parties' activities at the Port of Houston, and contained those standard Maryland choice of law and ocean carrier indemnification provisions.

Empire driver Aguirre got hurt on the job, and sued CMA and Empire in a Texas state court. CMA cross-claimed against Empire for indemnity, and the defendants settled out Aguirre's claim. The trial court granted Empire summary judgment, twice actually, and both rulings went up to the Texas Court of Appeals.

Empire argued the indemnification term wasn't enforceable. The Longhorn State, like most others, applies a three-pronged test to determine the enforceability of choice of foreign law clauses. Briefly, such clauses are enforceable unless (1) another state has a more significant relationship with the transaction (i.e., Texas); (2) the chosen law would contravene a fundamental policy of that state; and (3) that state has a much greater interest in the issue. In other words, Empire would have to show the application of Maryland law would interfere with a Texas public policy concept.

Like many other states, Texas and Maryland have enacted legislation precluding anyone from requiring indemnity from a motor carrier as a condition of doing business with it. But the Texas statute only applies to agreements executed after 1997. Because portions of the parties' interchange agreement were issued post-1997, a question of fact remains for a trial-court battle to determine whether the indemnification agreement came after that year.

<continued on page 7>

Recent Developments in Motor Carrier Law (cont.)

<continued from page 6>

Carriers Beware! Know What Your Bills of Lading say About Freight Charge Responsibility!

Gaines Motor Lines, Inc., et. al v. Klaussner Furniture Industries, Inc. v. Salem Logistics, Traffic Services, LLC, et. al, 2011 WL 1230811 (M.D.N.C. 2011)

Furniture manufacturer Klaussner used a series of motor carriers to haul out its products, taking care of traffic internally. It decided to outsource transportation to broker Salem, and actually repositioned its traffic guy as a Salem employee. Same carriers, same cargo, same routes. Klaussner directed the carriers to communicate directly with Salem on transportation matters, and that Salem would pay all freight charge invoices.

The bills of lading, written up by Salem, contain two nonrecourse clauses mandating that freight not be delivered unless freight charge payments have been collected by the carrier. They also provide that freight is "pre-paid" unless otherwise stated. That may not have been the practice, but that's what the contracts say.

Apparently, Klaussner paid Salem for a series of loads, but Salem went belly up before remitting payment to the carriers. The latter sued Klaussner in the U.S. District Court for the Middle District of North Carolina, pointing to law holding shippers of record primarily liable for freight charges.

As many courts have held across the country, that law doesn't apply when the contract of carriage – here bills of lading – provide that freight charge accounts are deemed settled between shipper and carrier. The carriers argued that Salem was really an agent of Klaussner, such that Klaussner should be responsible for Salem's nonpayment of funds the shipper remitted. Even though Klaussner's former employee made the bookings, there wasn't enough evidence to demonstrate requisite agency control. Salem selected the carriers for the hauls in question (although Klaussner had used them before in direct bookings). A fuel surcharge addendum suggested Salem had apparent authority to contract on Klaussner's behalf, but that document was never at issue.

Lastly, the carriers failed in their argument that they were third-party beneficiaries of the Salem- Klaussner contract. To gain that status, the third party must show it was intended by the contract parties to benefit from their deal. Nothing suggested that was the case. Carriers make sure you know the terms of your engagement! ✦

Foster Pepper PLLC Transportation Industries Group

- **Steve Block** | 206.447.7273 | **sblock@foster.com**
- **Joe Brogan** | 206.447.6407 | **brogj@foster.com**
- **Beth Clark** | 206.447.8893 | **clarb@foster.com**
- **Rod Dembowski** | 206.447.2813 | **dembr@foster.com**
- **Steve DiJulio** | 206.447.8971 | **dijup@foster.com**
- **Sinjin Dinh** | 206.447.8975 | **dinhs@foster.com**
- **Steve Gillespie** | 206.447.5942 | **gills@foster.com**
- **Ed Harley** | 206.447.4688 | **harle@foster.com**
- **Janelle Milodragovich** | 206.447.6220 | **miloj@foster.com**
- **Mark Munro** | 206.447.5335 | **munrm@foster.com**
- **T.J. Parkes** | 206.447.8984 | **parkt@foster.com**
- **Mike Schechter** | 206.447.4669 | **schmi@foster.com**
- **Jeannie Simpson** | 206.447.7908 | **simje@foster.com**
- **Lori Terry Gregory** | 206.447.8902 | **terrl@foster.com**
- **Russell Terry** | 206.447.7265 | **terrr@foster.com**
- **Adrian Urquhart Winder** | 206.447.8972 | **winda@foster.com**

Upcoming Speaking Engagements

Steve Block will present:

- *Evolution from the Sea* – a Brief Survey of Maritime Law's Origins, Impacts and Future
- Transportation Lawyers Association Webinar Series
- August 11, 2011

and:

- *Kirby-Sompo Japan-Royal Beloit* – a Summary of the Significance of Recent U.S. Supreme Court Rulings Addressing Intermodal Liability
- Federal Bar Association Admiralty Committee and WSBA CLE | Seattle, WA
- October 21, 2011