



IN TRANSIT

July 2003

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TLP&SA's 4th Annual Joint CONFERENCE

WITH TCPC IS JUST AROUND THE CORNER!
IT IS NOT TOO SOON TO PUT IT ON YOUR CALENDAR.

MARCH 21—MARCH 24, 2004

At the Hotel Royal Plaza in Orlando, Florida

We are preparing the agenda for our next conference and we would like to know if you have anything in particular that you need to learn more about. We want to give you exactly what you need.

Whether you are a trucker, a shipper, a security company, a receiver, a broker, a forwarder, an insurer or a logistics company—we have experts to address your unique challenges. Our exhibitors have just about everything you need to solve a problem.

We want to thank the people and companies that displayed their wares in our last Joint Conference in Reno, Nevada.

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PLEASE PATRONIZE OUR EXHIBITORS AND FRIENDS!

BOTH SIDES WIN AT RENO CONFERENCE

In what has proved to be one of the most unique industry conferences, The Transportation Loss Prevention & Security Association (TLP&SA), a carrier oriented group, and the Transportation Consumer Protection Council (TCPC), representing shippers, have held joint meetings over the last three years. Their latest meeting was held in Reno, Nevada, April 6 through April 9, 2003. Once separate meetings were characterized by bashing at the highest levels, now speakers and panelists preach cooperation and partnering.

At the opening General Session, William D. Bierman, well know transportation attorney and Executive Director of TLP&SA, mockingly confided a secret to the audience "that carriers needed shippers and that shippers needed carriers for their mutual survival." Based on that philosophy, the groups spent two and a half days exploring ways to prevent cargo claims and increase security in these perilous times.

George Pezold, General Counsel of TCPC and a key organizer of the conference, introduced featured luncheon speakers Kevin M. Johnson, Director of Homeland Security at the Transportation Security Administration, and Dan Gatta, Vice President of Yellow Transportation Inc. Mr. Johnson supplied great insight into the current operations of TSA and how they affected both shippers and carriers. Mr. Gatta explained how his company was dedicated to providing security for his shipping customers and the public at large, while at the same time offering the highest service levels. He observed that Fortune Magazine had placed Yellow Transportation, Inc. as number one in the motor carrier industry.

Attendees were also treated to the observations of two prominent members of the Trade Press. Clayton Boyce, Editor-in-chief and publisher of Traffic World Magazine and Toby B. Gooley, Managing Editor of Logistics Management, a monthly magazine that covers all aspects of the logistics field. Each journalist gave his or her take on current events and their impact on the transportation industry. Questions ranged from the effects of the war on the new transportation reauthorization bill to the makeup and significance of the Surface Transportation Board.

Educational Panels were available on legal issues ranging from new cases, transportation contracts, security concerns involving how to deal with new laws, and regulations on Homeland Security to how to implement systems and procedures and deal with security. Attendees were also treated to interactive Exhibits offering products to assist with security and prevention of cargo damage.

Perhaps the most telling observation of the joint conference was to see both shippers and carriers, who previously talked at each other, talking together and addressing their mutual issues in an effort to cooperate in finding solutions. We wish these two groups good luck on their joint venture. This was truly a win-win event.

TLP & SA CHOOSES OFFICERS

The Transportation Loss Prevention and Security Association selected a new slate of officers at their Annual Conference in Reno, Nevada. Executive Director of TLP&SA, William D. Bierman, Esq. announced that the Board has selected Danny Saviola, Corporate Security Manager of Roadway Express, as its new Chairman. James Attridge, Esq. of the San Francisco law offices of Scopelitis, Garvin, Light & Hanson, will be the new Vice Chairman and Tom Rotunda, Director of Cargo Claims, also of Roadway Express, will be the new Treasurer.

TLP&SA conducted its third Annual Conference in conjunction with the Transportation Consumer Protection Council. This unique gathering of both carriers and

shippers has produced greater understanding between these two groups and the attendees praised the cooperation that has emerged over the last three years. Featured speakers included Clayton Boyce, Editor-in-Chief and Publisher of Traffic World Magazine; Toby B. Gooley, Managing Editor of Logistics Management Magazine; Kevin M. Johnson, Director of Homeland Security at the Transportation Security Administration; and Dan Gatta, Vice President of Yellow Transportation, Inc.

The two-and-a-half day educational conference focused on Homeland Security as it pertains to the transportation industry as well as legal issues and legislation regarding transportation loss prevention.

A MESSAGE FROM...

...OUR CHAIRMAN, DANNY SAVIOLA, ROADWAY EXPRESS

At a time of corporate downsizing and doing more with less, I'm sure you are wondering—who is this group and why would I want to join another association?

The answer is easy. Remember the original TLP&SC of the ATA? The one that created Cargo TIP, reached out and built relationships with law enforcement task forces working cargo theft, and had the largest membership of transportation professionals in the country.

That's us, the very same group of people. Our mission is the same:

- to educate our members on the current thinking, trends and technologies in fighting cargo theft
- to build relationships between law enforcement and our industry
- to share intelligence
- to assist each other in investigating cargo theft crimes
- to expand relationships among ourselves, and
- to help each other in our work, where the rubber really meets the road.

The TLP&SA enters its fourth year as an independent association. In light of 9/11, at a time when transportation security is more critical than ever, a time when every industry contact, every liaison with a government official, and every personal relationship with a customer is vital to our success, I ask that you give serious consideration to becoming a member of the TLP&SA. Check out our website at www.tlpsa.org (use the ADDRESS line, not the SEARCH line). For less than \$1.25 a day, you can't go wrong. We can only help.

MEMBERSHIP APPLICATION

*Transportation Loss Prevention
& Security Association Inc.*

Applicant: _____

Affiliation: _____

Address: _____

Phone: _____ Ext: _____

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I am involved in transportation in one or more of the following areas (please check all that apply):

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| <input type="checkbox"/> Freight Claims | <input type="checkbox"/> Security |
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| <input type="checkbox"/> Other | |

Please enclose payment of 2004 dues (\$450), payable to TLP & SA, and mail with application to:

TLP & SA
155 Polifly Road
Hackensack, NJ 07601

WHO KNOWS AN EXPERT?

In the search for EXPERTS for your EXPERT BANK, we have so far found the following:

- **PACKAGING & MATERIALS AND LAB TESTING:** We have an expert "on board" in the field of packaging, materials and lab testing of same.
- **FURNITURE RESTORATION:** We also have someone who can restore any furniture item to its original state.
- **SALVAGE:** We have an expert on salvaging your "frustrate freight" properly and legally.
- **INSURANCE:** We have an expert on insurance for your cargo, your property and your equipment.
- **CONTAMINATION:** We have an expert on testing anything said to be contaminated (food or drugs included).

If anyone knows of an **EXPERT** who can help our members and our industry, please let us have his/her information and we will add it to your **BANK** of **EXPERTS**.

IN SEARCH OF A SOPHISTICATED SHIPPER

During our last Conference in Reno, I was struck by some of the discordant comments of our shipper colleagues, especially since the observations came from TCPC members who were clearly involved in leadership positions with the group. These comments followed the old party line of "us against them" which mantra I thought had been abandoned by TCPC and other more enlightened shipper organizations.

Some of our Board members expressed shock and surprise at this continuing attitude as one of the very reasons for our joint conference was to assist and educate shippers to foster our themes of partnership and collegiality. Over the last several years the Transportation Loss Prevention and Security Association has been in the forefront of providing education, information and personal one-on-one advice to all shippers who attended our conferences or who sought our help. How then do these shippers still claim they are "unsophisticated" and that carriers are taking advantage of them?

Thus, the question becomes what makes a "sophisticated shipper?" If a shipper regularly attends educational conferences like ours, does that make the shipper sophisticated? If the shipper reads industry magazines, legal newsletters and books such as those authored by Mr. Augello, does that make a shipper sophisticated?: If the shipper regularly ships cargo and negotiates transportation contracts on behalf of his or her company, does that make the shipper sophisticated? Certainly there must come a point when shippers have to be considered sophisticated.

In an effort to meet this issue head on, there are several suggestions that might be considered:

- Have a specific workshop at our next Conference entitled "How to Become a Sophisticated Shipper."
- Create a special brochure providing information for the sophisticated shipper.
- Include a continuing column in our NEWS-LETTER supplying advice to the sophisticated shipper.

I am sure that you may have many other ideas. I would appreciate receiving your suggestions and any comments you may have on the suggestions listed here. We must find a way to dispel the myth that all shippers are unsophisticated and at the same time provide a service to our customers and our partners.

Over the last several years the Transportation Loss Prevention and Security Association has been in the forefront of providing education, information and personal one on one advice to all shippers who attended our conferences or who sought our help.

CHANGING TARIFFS ON YOUR OWN:

THE GOOD, THE BAD AND THE UGLY!

It would seem to be a blessing. Carriers may make changes to their tariffs at will and without the arduous submissions to the former Interstate Commerce Commission. All carriers have to do is date their tariffs properly, keep them at a central location and make them available to shippers upon request. What could be easier and more efficient. That certainly is the "GOOD."

Nevertheless, a change to one part of a tariff may affect another part. Are carriers prepared to read all their tariffs in order to determine how one change may relate to other parts of the tariff? If you do not find inconsistencies, ambiguities or problems yourself and correct them, you can be sure your customer or ultimately a court will point them out to you, usually at unexpected expense. That certainly is the "BAD."

In a worse case scenario, a court or a jury not understanding the nature of how these new tariffs came to be may conclude that a carrier intentionally misled a shipper, and not only find in favor of the shipper but seek to levy a greater penalty in the form of punitive damages a la the recent FedEx case. Now that certainly is the "UGLY."

Therefore, in this new transportation environment, it is better to:

- ◆ **ACCENTUATE THE POSITIVE** - Redo, clarify and simplify your tariffs for the benefit of you and your customers;
- ◆ **ELIMINATE THE NEGATIVE** - Take time to review your new tariffs and make sure that they are in harmony with your tariff design as a whole;
- ◆ **DON'T RISK THE "UGLY"** - Many catastrophic and unexpected legal results against carriers can be traced back to simple oversights or failure on behalf of management to spend a little extra time and money up front to make sure that actions taken are consistent and comport with the existing law. No carrier wants to make headlines on the wrong end of a large monetary judgment.

REMEMBRANCE OF THINGS PAST

Limitation of Liability:

How low can you go? How high is up?

They say that a little knowledge is a dangerous thing. Perhaps too much knowledge is also a dangerous thing. With all the changes to the transportation law since the Motor Carrier Act of 1980, sometimes it is difficult to determine what law applies depending on the date of shipment. Judges, legal scholars, lawyers and industry pundits often refer to time periods as pre-TIRRA, post TIRRA...pre-ICCTA, post-ICCTA and the like in an effort to ascertain what law applies and when does it apply.

Those of us who remember actually filing tariffs and sending them to a building in Washington, DC where the Interstate Commerce Commission actually convened and heard transportation cases almost like the Supreme Court of transportation will recall the following language of 49 USCA para. 10730 (b) 2:

"Before a carrier or freight forwarder may establish a rate for any service under paragraph (1) of this subsection, the Commission may require such carrier or freight forwarder to have in effect and keep in effect, during any period such rate is in effect under such paragraph, a rate for such service which does not limit the liability of the carrier or freight forwarder."

In simple terms, the ICC required that any carrier who offered a limitation of liability had to also offer a full value rate. This mandate was such an integral part of transportation law that its existence remains as a ghost hovering over many cases decided today. Nevertheless, 49 USCA 10730 has been dead and buried low these many years after ICCTA. It is also highly questionable whether a carrier has to offer more than one rate even if that one rate results in a limitation of liability.

Why then do we still hear that a carrier must offer a choice of rates or that one of the choices must be full value? Perhaps the answer is that there has not been one definitive case mapping out the new landscape. But a review of several recent cases can leave little doubt that a carrier does not have to offer full value and probably does not have to offer a choice of rates.

In a well reasoned opinion reviewing this issue in detail, the case of *EFS National Bank v. Averitt Express*, 164 F. Supp. 2d. 994 summarizes the legal and legislative history of offering a limitation of liability as follows:

EFS NATIONAL BANK V. AVERITT EXPRESS

The Carmack Amendment was initially enacted in 1906 and codified at 49 U.S.C. § 11707 . Under the ICC Termination Act of 1995, which was effective January 1, 1996, the Carmack Amendment, was revised, recodified, and replaced by 49 U.S.C. § 14706 , et seq. The section of the pre-1996 Carmack Amendment which governed a carrier's ability to limit its liability provided in relevant part:

PRE-CARMACK

(a) The Interstate Commerce Commission may ... authorize a carrier ... to establish rates for transportation of property under which the liability of the carrier for that property is limited to a value established by written declaration of the shipper, or by a written agreement ... (b)(1) Subject to the provisions of paragraph (2) of this subsection, a motor common carrier ... may, subject to the provisions of this chapter ... establish rates for the transportation of property ... under which the liability of the carrier ... for such property is limited to a value established by written declaration of the shipper or by written agreement between the carrier ... and shipper if that value would be reasonable under the circumstances surrounding the transportation. (b)(2) Before a carrier or freight forwarder may establish a rate for any service under paragraph (1) of this subsection, the Commission may require such carrier or freight forwarder to have in effect and keep in effect, during any period such rate is in effect under

such paragraph, a rate for such service which does not limit the liability of the carrier or freight forwarder. 49 U.S.C. § 11730.

TOLEDO TICKET CASE

In Toledo Ticket, the Sixth Circuit rejected a carrier's argument that it gave the shipper a reasonable opportunity to choose between levels of liability when it included *1000 language on its bill of lading very similar to that used by Averitt in this case. The court held that the language used on the bill of lading was insufficient to give the shipper a fair opportunity to choose between levels of liability, explaining that a carrier must provide both reasonable notice of any options that would limit liability and the opportunity to obtain information about the options that "will enable the shipper to make a deliberate and well-informed choice." Toledo Ticket, 133 F.3d at 442. The Sixth Circuit held in Toledo Ticket that section 10730, allowing carriers to limit liability, was "a very narrow exception to the general rule ... requiring that the carrier be liable for the actual value of the shipper's property," *Id.* at 442 (citations omitted), and for a carrier to limit its liability pursuant to section 11730, it had to satisfy four requirements:

FOUR PRONG TEST

(1) the carrier had to maintain approved tariff rates with the ICC; (2) it had to give the shipper a fair opportunity to choose between two or more levels of liability; (3) it had to obtain the shipper's written agreement as to his choice of liability; and (4) it had to issue a receipt or bill of lading prior to moving the shipment. *Id.* (citing Rohner Gehrig Co. v. Tri-State Motor Transit, 950 F.2d 1079, 1081 (5th Cir.1992) ; Hughes v. United Van Lines, Inc., 829 F.2d 1407, 1415 (7th Cir.1987) .

CURRENT VERSION OF CARMACK

Section 14706(c)(1)(A) of the current version of the Carmack Amendment which allows carriers to limit their liability contains language nearly identical to the pre-1996 version. It provides that the carrier may establish rates for the transportation of property ... under which the liability of the carrier for such property is limited to a value established by written or electronic declaration of the shipper or by written agreement between the carrier and shipper if that value would be reasonable under the circumstances surrounding the transportation. However, the current version of the Carmack Amendment provides that "[i]f the motor carrier is not required to file a tariff with the Board, it shall provide ... on the request of the

shipper, a written or electronic copy of the rate classification rules and practice" 49 U.S.C. § 14706(c)(1)(B) (emphasis added). The old version did not contain a provision stating that the carrier had to provide a copy of the rate classification rules only on the request of the shipper. The legislative history of the revised Carmack Amendment reveals that the intent of Congress in amending the statute was to "return to the pre-TIRRA situation where shippers were responsible for determining the conditions imposed on the transportation of a shipment" H.R. Conf. Rep. No. 104-422, at 223 (1995), reprinted in 1996 U.S.C.C.A.N. 850.

LIMIT LIABILITY BY TARIFF

In more detail, the House of Representatives Conference Report No. 104-422 states in pertinent part: The intention of this conference agreement is to replicate, as closely as possible, the practical situation which occurred prior to the enactment of the Trucking Industry Regulatory Reform Act of 1994 (TIRRA), which replaced the requirement that tariffs be filed with the ICC for individually determined rates. Prior to the enactment of TIRRA, carriers had the ability to limit liability as a part of the terms contained in the tariff. By signing a bill of lading which incorporated by reference the tariff, the shipper was deemed to have agreed to the tariff and its conditions and terms. However, the carrier was under no obligation to specifically notify the shipper of the conditions and terms of the tariff. It was the responsibility of the shipper to take an affirmative step to determine what was contained in the tariff—usually through the retaining of a tariff watching *1001 service. An unintended and unconsidered consequence of TIRRA was that, when the tariff filing requirement was repealed, carriers lost this particular avenue as a way of limiting liability. This provision is intended to return to the pre-TIRRA situation where shippers were responsible for determining the conditions imposed on the transportation of a shipment. The two Sixth Circuit cases relied upon by the plaintiff, Toledo Ticket Co. v. Roadway Express, Inc., 133 F.3d 439 (6th Cir.1998) and Trepel v. Roadway Express, Inc., 194 F.3d 708 (6th Cir.1999) , were based on events which transpired prior to the 1995 amendments to the Carmack Amendment even though the dates of the opinions postdate the amendments. There is no current Sixth Circuit case interpreting the Carmack Amendment post-1995.

WHICH PRONGS REMAIN?

Given the recent changes in the law, the four factors used by the Sixth Circuit in earlier cases interpreting the pre-1996 Carmack Amendment may no longer be completely relevant. The requirement that the carrier must maintain approved tariff rates with the ICC cannot possibly apply because the ICC Termination Act of 1995 eliminated the ICC itself. See *Siren, Inc. v. Estes Express Lines*, 249 F.3d 1268, 1271 (11th Cir.2001) (stating that "[t]he ICC Termination Act ... eliminated the ICC"); *Schweitzer Aircraft Corp. v. Landstar Ranger, Inc.*, 114 F.Supp.2d 199, 201 (W.D.N.Y.2000) (recognizing that a tariff no longer need be filed under ICCTA).

[5] It is unclear whether the second and third requirements, that the carrier must give the shipper a fair opportunity to choose between two or more levels of liability and that the carrier must obtain the shipper's written agreement as to his choice of liability, should still apply. See *Nieman Marcus Group, Inc. v. Quast Transfer, Inc.*, No. 98C3122, 1999 WL 436589 at *4, (N.D.Ill. June 21, 1999) (recognizing that "[s]ince the statutory scheme no longer contains a provision regarding offering different rates for different levels of liability limitation, it is unclear whether providing a reasonable opportunity to choose between levels of liability should still be a requirement for enforcing a limitation liability"). These two requirements, to some extent, are contrary to the congressional intent behind the new law. The legislative history indicates that Congress intended to make it the shipper's responsibility to ask for a copy of the relevant rate classification rules from the carrier. See *Norpin Mfg. Co. v. CTS Con-Way Transp. Servs.*, 68 F.Supp.2d 19, 24-25 (D.Mass.1999) (stating that "[i]t appears to be the intent of the ICCTA, as revealed by the legislative history, to continue to hold shippers to constructive knowledge of tariffs under certain circumstances" and that "as the legislative history also makes clear, a shipper has the affirmative duty to request the applicable tariff ...").

HOW LOW CAN YOU GO?

The Carmack Amendment as amended allows a carrier to limit its liability "to a value established by ... written agreement between the carrier and shipper" 49 U.S.C. § 14706(c)(1)(A) . The Eleventh Circuit recently found that the bill of lading, which the shipper prepared and both parties signed, was a sufficient "written agreement" under the statute to allow a carrier to enforce its tariff since the bill of lading made reference to

the tariff's liability-limiting provision. *Siren, Inc. v. Estes Express Lines*, 249 F.3d, 1268, 1271-73 (11th Cir.2001) . The Eleventh Circuit specifically found that when the shipper was the one to fill out the bill of lading, it was not necessary to "protect shippers from themselves." *Siren*, 249 F.3d at 1271.

In light of the Court's analysis in *EFS*, a carrier may not be required to offer a choice of rates. Nevertheless, cases such as *Kemper Insurance Companies vs. Federal Express Corporation*, 252 F. 3d 509 (5th Cir. 2001) and *King Jewelry, Inc. v Federal Express Corporation* , 316 F. 3d 961 (9th Cir. 2003) which are based on Federal common law (Carmack Amendment is codification of federal common law) stand for the proposition that the court will not invalidate a limitation of liability because a claim is made the limit is too low.

HOW HIGH IS UP?

Therefore, one can conclude that a limit of liability may be set as low as the business judgment of the carrier deems appropriate. And on the up side, the carrier is not required to offer full value. Now it would be nice to have a case that puts all the pieces together to bring the new transportation law into better focus so that we can put the past in the past and recognize the present. SEE NOTE FOR IMPORTANT NEW CASE

NOTE

Subsequent to writing this article, the Court of Appeals in the Eleventh Circuit decided the case of *Sassy Doll Creations, Inc v. Watkins Motor Lines, Inc.* 2003 WL 21205058 (11th Cir. Fla.) May 23, 2003. Among other things, the Court concluded that the law still requires a carrier to offer the shipper a reasonable opportunity to choose between two or more levels of coverage in order to limit liability. Nevertheless, the Court did not hold that one level must be full value and the court did not indicate the nature of the different levels of liability. While this writer disagrees with the Court's decision and finds it to be "an end justifies the means opinion", carriers and their attorneys should be aware of the case and be prepared to distinguish it on its facts and take issue with its legal underpinnings.

PREVENTION MEANS PROFIT

**John Albrecht, Vice President
Transport Security, Inc.**

In the transportation industry today, a strong Security/Loss Prevention Department is a necessity, not a luxury. Equipment and cargo theft in the transportation industry is estimated to be \$1.2 to \$5.1 billion dollars annually.

Progressive corporate operations should be guided by a strong Security/Loss Prevention Program rather than a crisis management team reacting to thefts after the crime has taken place. Depending on your operating ration, for every dollar lost through theft, it takes \$10 to \$15 in increased revenue to make up for the loss.

An effective Security/Loss Prevention Program should include the following items: employee screening, a loss reporting system, law enforcement involvement, a reward program and physical security.

Employee screening is an important aspect of a successful company. An employer should keep in mind that a stable and honest employee would have credible references from past co-workers and former employers. A less desirable applicant can be singled out during pre-employment screening by developing a thorough background investigation procedure.

It is necessary to educate all drivers of their responsibility to report any losses of cargo or equipment via a **loss reporting system**. Unreported small losses can quickly add up to substantial sums when totaled at year end, by this time it is too late to take any action. Drivers should be able to contact a company official 24 hours a day when a theft occurs, so immediate action can be taken.

It can be very beneficial for a company to develop **contacts with local, state and federal authorities** so they become familiar with the company's operation and will be able to sight any unusual occurrences or untimely departures of equipment.

Reward programs that pay for information are very effective. These programs must be administered very carefully and information guarded to give credibility.

To develop an effective Security/Loss Prevention Program, **strong physical deterrents** are essential: *king-pin locks, seals, padlocks, rear door locks, Air Cuff locks and steering locks*. King-pin locks serve as strong deterrents in protecting trailers from theft when spotted at terminals or retail stores. The use of numbered seals on all shipments, including multi-drop loads, is strongly encouraged. Padlocks and rear door locks are very important in the reduction of pilferage. Fleets initiating a strong lock and seal program have drastically reduced cargo theft.

Thefts can never be totally eliminated, but strong preventative measures are vital in combating theft and maintaining good profit levels.

The development of a Loss Report Form is important in order to obtain all pertinent information regarding a theft: date, time, location, driver report, commodity hauled, police notification, etc. Effective and quick reporting of thefts will increase the chance of successful recovery of stolen property.

There are many organizations throughout the country involved with Security/Loss Prevention: The American Society of Industrial Security (ASIS), The Transportation Loss Prevention & Security Association (TLP & SA), The International Chiefs of Police and the National Cargo Security (NCSC). The objectives of these organizations are to reduce theft, develop contacts, exchange information, learn about new security products on the market and establish a liaison with the law enforcement officials.

Thefts can never be totally eliminated, but strong preventative measures are vital in combating theft and maintaining good profit levels. *Steering locks & Air Cuff locks will help prevent tractor theft. King-pin locks will help prevent trailer theft. Adjustable door locks, Roll-up door locks and Rear door locks will help prevent pilferage.*

To receive a copy of a Loss Report Form or addresses of organizations referred to in this article, contact John Albrecht, Transport Security, Inc. - 820 Pine St. - Waconia, MN 55387 (630) 961-3202.

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ENFORCER™

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WHY DID WE GET THIS EXCELLENT NEWSLETTER?

If you are already a member of TLP&SA, you know why you received the NEWSLETTER.

If you are not currently a member of TLP&SA or if you have not joined us this year, you may be wondering why you received this issue of our NEWSLETTER. The answer is simple. WE HAVE NOT GIVEN UP ON YOU!!

Now more than ever transportation professionals need information...on industry trends...on the law as it directly effects your company...on where to find experts who can shrink your claim dollar payout...on how to draft an effective transportation contract and much, much more. TLP&SA is dedicated to education for all transportation professionals. Our Board of Directors is made up of hardworking industry specialists just like you who have established an Association to provide aid and assistance to their peers.

Belonging to TLP&SA is like having an industry friend with whom you can consult, share experiences and obtain valuable incite. We follow and spot trends. We send out ALERTS on fast breaking claims and security issues. We monitor and lobby events in Washington. We have established meaningful relationships with our shipper friends and customers to facilitate resolutions to our common problems. We hold an ANNUAL JOINT CONFERENCE in conjunction with TCPC where both carriers, shippers and other transportation professionals can meet, be educated and keep abreast of the events that effect us all.

WE HAVE NOT GIVEN UP ON YOU! PLEASE CONSIDER JOINING US. IT IS A WIN-WIN ENDEAVOR. USE THE HANDY APPLICATION FORM FOUND IN THIS NEWSLETTER OR CALL US AT (201) 343-1652 OR (201) 343-5001.

We look forward to hearing from you.

William D. Bierman
Executive Director
Transportation Loss Prevention Security Association

MARK YOUR CALENDAR!



**TLP&SA's 4th ANNUAL
JOINT CONFERENCE**

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Loss Prevention and
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