MAKING TRACKS

The Periodic Publication of Moseley Marcinak
A Transportation and Logistics Law Firm

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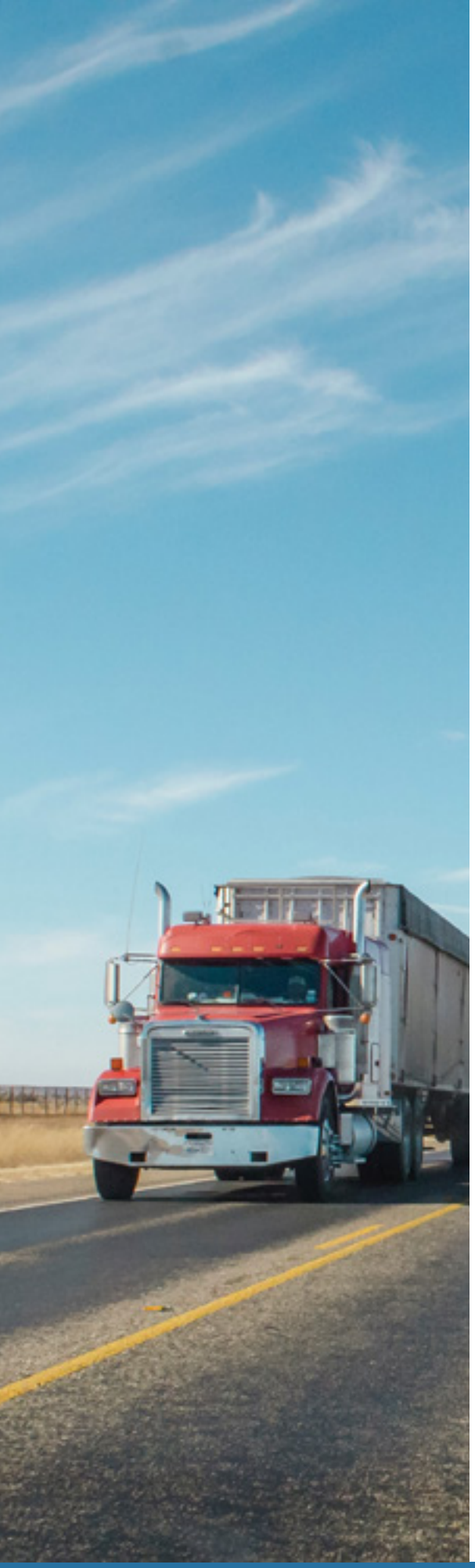
Moseley Marcinak Newsletter Contents

A Note From Rob Moseley

OK, it's 2021. Now what?

So the virus did not magically disappear at midnight on December 31. In fact, it looks like things will get worse before they get better. Kind of discouraging, isn't it? So let's recalibrate. We have a choice: we can long for the day when we return to "normal" (whatever that was) and live six more months (hopefully?) on hold, or we can live today to the best of our abilities in the parameters we have set before us. The first option leads to complaining and grumbling about our circumstances (Phil 2:14). Or we can look at each moment we have, even social distancing moments, and suck every bit of love, joy, peace, kindness, goodness, gentleness, patience, service, and compassion out of the moment that is before us. Don't get me wrong, I know that many of you have experienced terrible loss during this time, but for many of us, the virus tends to be more of an inconvenience. So make your choice, and feel free to remind me of my choice if you hear me complaining. Even in a world of coronavirus, we live in the most blessed country in the world during the most comfortable century of human existence.



FMCSA Publishes Interim Final Rule Seeking to Clarify Agricultural Commodity Definitions in HOS Regulations

BY KRISTEN NOWACKI

On November 24, 2020, the Federal Motor Carrier Safety Administration ("FMCSA") published an interim final rule, with request for comment, aiming to clarify the agricultural commodity and livestock definitions contained in the FMCSA's hours-of-service ("HOS") regulations. According to U.S. Transportation Secretary Elaine L. Chao, in addition to providing clarity, the new rule will "offer additional flexibility to farmers and commercial drivers" in recognition of the agriculture industry's vitality to the country "while maintaining the highest level of safety." (FMCSA Press Release (Nov. 19, 2020)), available at: https://www.fmcsa.dot.gov/newsroom/us-department-transportation-helps-american-farmers-and-commercial-drivers-clarifying). The new rule was driven by uncertainty surrounding the applicability of the HOS exemptions to certain agricultural haulers. The interim final rule is effective December 9, 2020, with comments to close on December 24, 2020.

As a brief background, HOS regulations (49 CFR Part 395), restrict commercial motor vehicle ("CMV") drivers to 11 hours of driving time within a 14-hour period, after the driver comes on duty after 10 consecutive hours off duty. (85 FR 74909, 74912).[1] A driver must stop driving after he/she accumulates 60 hours of on-duty time in any 7 consecutive days, or 70 hours in any 8 consecutive days. Generally speaking, a property-carrying CMV driver can restart the 60- or 70-hour clock if he/she takes 34 consecutive hours off duty. However, time spent by a driver transporting agricultural commodities (and farm supplies for agricultural purposes) from the source to a destination within 150 air-miles does not count as "on-duty" time for purposes of the HOS regulations during harvest and planting periods, as determined by each State. Further, CMV drivers transporting livestock are exempt from the 30-minute rest break requirement (even outside the 150-mile air-radius) when livestock is on the CMV.

The new rule intends to "facilitate more consistent understanding" of the terms "agricultural commodity" and "livestock" by revising the definitions of these terms,

and by adding a definition of "non-processed food".

These new definitions follow:

> *Agricultural commodity means:*
>
> *(1) Any agricultural commodity, non-processed food, feed, fiber, or livestock as defined in this section.*
> *(2) As used in this definition, the term "any agricultural commodity" means horticultural products at risk of perishing, or degrading in quality, during transport by commercial motor vehicle, including plants, sod, flowers, shrubs, ornamentals, seedlings, live trees, and Christmas trees.*
>
> *Livestock means livestock as defined in sec. 602 of the Emergency Livestock Feed Assistance Act of 1988 (7 U.S.C. 1471)[2], as amended, insects, and all other living animals cultivated, grown, or raised for commercial purposes, including aquatic animals.*
>
> *Non-processed food means food commodities in a raw or natural state and not subjected to significant post-harvest changes to enhance shelf life, such as canning, jarring, freezing, or drying. The term "non-processed food" includes fresh fruits and vegetables, and cereal and oilseed crops which have been minimally processed by cleaning, cooling, trimming, cutting, chopping, shucking, bagging, or packaging to facilitate transport by commercial motor vehicle.*

49 CFR 395.2. Hopefully, the new definitions will provide much-needed clarity to agricultural and livestock haulers who rely on the HOS exemptions in order to safely deliver vital commodities to their destination.

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[1] Effective September 29, 2020, the short-haul exception to this rule was expanded to 150 air-miles and allows a 14-hour work shift as part of the exception.
[2] "The term 'livestock' means cattle, elk, reindeer, bison, horses, deer, sheep, goats, swine, poultry (including egg-producing poultry), llamas, alpacas, live fish, crawfish, and other animals that—(A) are part of a foundation herd (including producing dairy cattle) or offspring; or (B) are purchased as part of a normal operation and not to obtain additional benefits under this subchapter." 7 U.S.C.S. § 1471.

Grandma Got Run Over by a Reindeer: *Abdelgheny v. Moody*

BY WILSON JACKSON

If Santa was traveling down a four-lane road on a rainy night and hit grandma while she was crossing the road outside of a crosswalk, would the court find grandma is barred from recovery for being more than fifty percent at fault? According to the South Carolina Court of Appeals, it depends on whether she is walking in the road or darting from behind a parked car. This distinction will certainly be the subject of future litigation.

In South Carolina, drivers and pedestrians owe certain statutory duties to the public. Regarding pedestrian duties, "a pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway." S.C. Code Ann. § 56-5-3150(a). In addition, "pedestrians shall not cross at any place except in a marked crosswalk." S.C. Code Ann. § 56-5-3150(c). Drivers in turn are "charged with the duty to exercise due care to avoid colliding with any pedestrian." S.C. Code Ann. § 56-5-32-30.

In *Bloom v. Ravoira*, 339 S.C. 417, 529 S.E.2d 710 (2000), the South Carolina Supreme Court held a pedestrian was barred from recovery when he was struck by a vehicle while crossing a narrow two-lane downtown street outside of a crosswalk. The pedestrian was crossing the road at night with a taxidermied pig under his arm (it is Sourth Carolina, after all). The driver of the vehicle was traveling within the speed limit, using properly working headlights, and could not avoid the collision because the pedestrian darted into the roadway from behind two parked cars. The court held "any factual issues which might exist as to the driver's fault in this accident cannot alter the inescapable conclusion that, as a matter of law, the pedestrian's fault exceeded fifty percent."[1] *Id.*

In contrast, *Abdelgheny v. Moody*, 2020 S.C. App. LEXIS 117, 2020 WL 6302425 (CT. App. 2020), the South Carolina Court of Appeals held a pedestrian was not barred from recovery when she was struck by a vehicle while crossing a four-lane highway outside of a crosswalk. The weather conditions were dark with moderate to heavy rain. The pedestrian was talking on the phone and wearing bright neon colors as she just finished teaching a Zumba class. The driver of the vehicle testified that he noticed the

pedestrian when he "looked up . . . [and] saw this lady in front of [his] driver's headlight with her hand up. She turned and looked at [him] and made approximately two fast steps, and [he] hit her with the right passenger headlight." The Court of Appeals held "a reasonable juror could interpret the [driver's] testimony that he first saw [the pedestrian] when he 'looked up' to find her walking ten feet in front of his truck as incompatible with a careful lookout." *Id.*

The South Carolina Court of Appeals noted specific distinctions between *Bloom* and *Abdelgheny.* First, there is a difference between a narrow two-lane downtown street and a wide a four-lane highway. Second, Bloom was wearing dark clothes, the rain was more of a mist, he ran into the road from behind two parked cars, and he was hit within a "split second" after running into the street. On the other hand, Abdelgheny was wearing bright neon clothes, managed to cross two of four lanes without incident, and paused in the median to look out before proceeding.

We will not know if the South Carolina Supreme Court would have upheld the new standard established in *Abdelgheny* because the defendant did not appeal the decision. The Court of Appeals stated the pedestrian was negligent *per se* for crossing the road outside of the crosswalk but refused to impose the harsh result of being more than fifty percent at fault. Therefore, *Abdelgheny* creates a moving target for determining when a pedestrian is barred from recovery.

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[1] South Carolina follows a modified comparative liability scheme, in which "a plaintiff in a negligence action may recover damages if his or her negligence is not greater than that of the defendant. The amount of the plaintiff's recovery shall be reduced in proportion to the amount of his or her negligence. If there is more than one defendant, the plaintiff's negligence shall be compared to the combined negligence shall be compared to the combined negligence of all defendants." *Nelson v. Concrete Supply Co.,* 303 S.C. 243, 399 S.E.2d 783 (1991).

Cross-Claim for Contribution Arising out of Damage to Yacht Sunk by Carmack Preemption

BY ROCKY ROGERS

In *Razipour v. Joule Yacht Transport, Inc.*[1] the United States District Court for the Middle District of Florida sunk a marina service company's cross-claim for contribution against a motor carrier. In so holding, the court affirmed the longstanding rule that most claims for contribution against a motor carrier are preempted by the Carmack Amendment to Interstate Commerce Act.[2]

The dispute arose from damage that occurred to a yacht while being transported from Florida to California. The plaintiff purchased the yacht in Florida and made arrangements with Molly's Marine Service ("Molly's") to prepare the vessel for interstate shipment to California in accordance with industry standards.[3] Molly's maintained a marina and serviced boats but held no authority with the FMCSA. Accordingly, the plaintiff separately contracted with Joule Yacht Transport ("Joule"), a federally licensed interstate motor carrier and freight broker, to transport the vessel by truck from Florida to California. The shipment was to begin immediately. However, there was a delay in Joule picking up the yacht for transport. Molly's maintained the delay was caused by Joule not having the appropriate equipment whereas Joule maintained Molly's had not completed preparing the vessel for transport. Regardless of the cause of the delay, the yacht sat in a shipyard for several weeks and it was exposed to the elements. When the vessel ultimately arrived in California, the plaintiff alleged the drain plugs had not been removed as requested. As a result, there was a substantial amount of water in the galley and engine room, causing damages to the interior and operating systems.

Plaintiff filed a lawsuit seeking an award for the damages to the vessel. The lawsuit included claims against Molly's for breach of contract and negligence and against Joule for breach of contract, negligence, and a claim under the Carmack Amendment. [4] Molly's filed a cross-claim against Joule for contribution, alleging the plaintiff's damages were solely caused by Joule's negligence in advising the

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[1] 2020 U.S. Dist. LEXIS 151023, C.A. No. 8:20-cv-729 (M.D. Fla. Aug. 20, 2020).
[2] 49 U.S.C. § 14706.
[3] This included, amongst other tasks, stowing and securing all loose gear, locking the cabin, draining the fuel and water tanks, removing drain plugs from the hull, removing all external accessories, and sealing the hatches and decks.
[4] In a previous ruling, the court dismissed the negligence and breach of contract claims against Joule on the basis they were preempted by the Carmack Amendment. Thus, the only claim by the plaintiff against Joule was under the Carmack Amendment.

plaintiff how to prepare the yacht for transport and in failing to timely deliver the vessel. Joule thereafter moved to dismiss the cross-claim of Molly's on the basis it failed to state a claim. Specifically, Joule maintained Molly's cross-claim was preempted by the Carmack Amendment.

The court agreed with Joule, finding the cross-claim fell within the Carmack Amendment's broad preemptive scope. The court began its analysis by noting the Carmack Amendment was enacted in order to create a uniform rule for carrier liability anytime goods were shipped in interstate commerce. In order to ensure uniformity, the court explained the Carmack Amendment preempted all causes of action arising under state law for alleged failures in the transportation and delivery of goods. In the court's words, "[t]he crux of Carmack-Amendment preemption is whether the relief requested affects the carrier's liability for losses arising from the delivery, loss of, or damage of the goods." The court then went on to find that Molly's cross-claim was directly related to Joule's alleged failure to properly transport the vessel. It determined holding Joule responsible for contribution to Molly's would affect Joule's potential liability for damages to the vessel. Since this was an interstate shipment of goods (i.e. the vessel), the court found Carmack preemption applied and prevented Molly's from maintaining the cross-claim against Joule.

The court further distinguished this situation from other cases in which a carrier was permitted to maintain a cause of action for contribution against another carrier, specifically noting that Congress provided for this limited carrier versus carrier exception to Carmack preemption. Since Molly's was not a carrier, this limited exception did not apply. Likewise, the court distinguished cases permitting a broker (i.e. non-carrier) to maintain an indemnity cause of action against a carrier, noting that in each of those instances there was a contract between the broker and carrier expressly providing for indemnification. No such contract existed between Molly's and Joule, and therefore this limited exception to Carmack preemption also did not apply.

Last, the court rejected Molly's argument that its cross-claim arose under admiralty and maritime jurisdiction and therefore escaped Carmack preemption. Without reaching the issue of whether Molly's claim was in fact based in maritime law, the court held any such claim under federal common law likewise would be preempted by the Carmack Amendment. It explained "[j]ust as state contract and tort claims that would enlarge a carrier's liability are preempted under the Carmack Amendment, courts also cannot supplement the Amendment with federal common law remedies."

The court got this decision right on all fronts. The Carmack Amendment's purpose was to ensure a uniform system of liability for damages to goods while in interstate transport. Shippers have the advantage of near strict liability and are absolved from the need from identifying the specific carrier responsible for damage in a multiple carrier situation. Carriers, in turn, benefit from the ability to seek contribution from other carriers whose negligence caused the damages and further benefit from the limitation of liability to the actual loss or damage to the goods (i.e. no punitive or treble damages, no attorneys' fees, etc.). Absent some contractual indemnification agreement, the carrier's liability should be decided solely under the Carmack Amendment. Permitting any expansion of liability under state law or federal common law would upend Congress's intent to create a uniform system of liability. This case illustrates the principle that regardless of creative pleading as a claim for contribution or indemnity under state or federal common law, the key focus is whether the claim seeks damages against a carrier for failing to properly deliver goods; if so, then Carmack preemption applies.

Dude, Where's My Carrier? Identity Theft in the Transportation Industry

BY LESESNE PHILLIPS

With the recent pandemic requiring many more individuals to work from home on virtual networks, there has been an escalation in cybercrime. Many industries are particularly vulnerable to this type of crime. As we are now seeing, the transportation industry is not exempt from these potential hazards. Identity theft of motor carriers and property brokers has been widespread, and it does not seem like it is slowing down anytime soon.

Numerous carriers and brokers become victims to identity theft every year. One popular identity theft scheme in particular has been picking up steam in the past few years. The only way to know if you have become a victim of this identity theft is when carriers or brokers begin calling you asking about loads that your company has never heard of. The identity theft scheme works as follows. It starts with a real broker placing a load on a load board. The identity thieves first go onto the FMCSA website and get information such as a MC Number and address for a motor carrier on that website. The identity thieves then book that load with the real broker on the load board by posing as the motor carrier and using their MC Number. Next, the identity thieves take information from the FMCSA website for a property broker. Once they have this information, they repost the load (sometimes on the same load board) by posing as the broker whose information they stole. A real motor carrier then books this load with the identity thieves. Thus, the identity thieves are double brokering these loads by using the information of different brokers and motor carriers. The identity thieves purchase phone numbers and create email addresses that are very similar to what you would expect the real entities to have by purchasing phone numbers with the same area code as the real phone number. This creates multiple problems on a shipment. First, when the identity thieves rebroker the load on the load board, they usually place a rate for that shipment at a much higher rate than the original rate at which it was posted. The identity thieves do this in order to broker the load to a real motor carrier quickly. An additional problem is communication. Because the identity thief is the intermediary between the real broker and the real motor carrier, updates on the shipment become difficult. Once the load is delivered, the real motor carrier will then try to contact the identity thief, believing it is contacting the

broker, to receive payment. However, by that time, the identity thief will no longer respond, and the motor carrier is left without knowing who the real broker was on the load.

This scheme provides big payouts for the identity thief. The identity thief will first ask for a fuel advance from the real broker. If the broker is willing to pay this, the identity thief will receive this payment immediately. Once the load is delivered, the identity thief will provide proof of delivery and insist on quick payment. It is important to understand that all parties, except for the identity thief, are victims of this scheme. The real broker has just paid the wrong person on the load and the real motor carrier has not been paid for the shipment. The motor carrier and broker whose identity that the identity thief stole will likely receive multiple calls from different entities on shipments in which they were never involved, and might receive negative reviews or scrutiny when the real broker or motor carrier does not understand that they were a victim of fraud.

The solution to this problem is due diligence by both brokers and motor carriers. It is important when communicating with another party in the transportation field to call the phone numbers listed for that entity on the FMCSA website. Of equal importance is researching the entity online to see if there has been identity theft reported. If you have become the victim of identity theft it is vital that you let all load boards know, as well as factoring companies and your insurance company. The victim of identity theft will also need to file an FMCSA Consumer Complaint to document this identity theft. Finally, if you are a motor carrier looking for a load on a load board and see one with an extraordinarily high rate, it is likely too good to be true. Through due diligence and efforts by all of the parties involved, these types of schemes can be avoided. However, this scheme will likely remain a problem for the transportation industry for years to come.

Stubbs Oil Company v. Price: Recent Georgia Court of Appeals Decision on Shipper Liability

BY BLAIR CASH

The Georgia Court of Appeals recently issued an opinion that may make its way to the Georgia Supreme Court in the coming months. Notably, the opinion focuses on the issue of statutory employment under the Federal Motor Carrier Safety Regulations and the classification of an entity as a shipper vs. a motor carrier. The opinion may be one to watch in the coming year.

The case of *Stubbs Oil Co. v. Price*, 2020 Ga. App. LEXIS 580 (Oct. 19, 2020), stems from a June 2015 accident in which Stubbs Oil Company hired Southern Oil Company to deliver fuel to retail sales customers. The Plaintiffs sued Stubbs under multiple theories of statutory employment, vicarious liability, and a theory that Stubbs was required to "ensure Southern Oil's carrier status." *Id.* at *2-3. The Plaintiffs also sued Stubbs' insurer under the Georgia Direct Action Statute, alleging that Stubbs acted as a motor carrier in controlling the time, method, and manner of Southern's operations in such a way that made Southern and its drivers statutory employees of Stubbs. It is unclear from the opinion, but it stands to reason that due to the existence of multiple wrongful death claims stemming from one accident, Plaintiffs were attempting to hold Stubbs vicariously liable in an effort to increase the insurance pool of their potential recovery.

The trial court denied motions for summary judgment filed by Stubbs and its insurer, finding that Southern's status as a "private motor carrier" meant that Stubbs must be the statutory employer of Southern. On appeal, Stubbs stressed that its relationship with Southern was a typical shipper/independent contractor relationship. Stubbs would contact Southern, ask if they could make a delivery and if so, email Southern a "loading ticket designating the terminal, supplier, volume of fuel, window of time for delivery, and destination." *Id.* at *4. After that point, Stubbs left the route, method of delivery, driver assignment, and other particulars up to Southern. *Id.* at *5. Stubbs had its own DOT operating authority, something which the trial court used in ruling that there was an issue of fact as to whether Stubbs was a statutory employer of Southern.

The Court of Appeals reversed the trial court, stressing that the Federal Motor Carrier Safety Regulations only apply to motor carriers, "not to shippers who engage independent contractors to transport goods." *Id.* at *9, *citing Harris v. FedEx Nt'l LTL, Inc.*, 760 F. 3d 780, 785 (8th Cir. 2014). The doctrine of statutory employment is theory of vicarious liability created by the Federal Motor Carrier Safety Regulations and, in the absence of lease agreement between a defendant and an owner of the vehicle involved in the accident, the defendant shipper cannot be a statutory employer. The Court found that there was no evidence of a written or oral lease between Stubbs and Southern.

For motor carriers, it is reasonable to expect that shippers will want to maintain certain barriers with motor carriers as customers to avoid the type of liability sought by the Plaintiffs in *Stubbs*. Requiring a shipper to keep their interactions at arms-length is a best practice that shippers, brokers, and motor carriers will want to follow.

For shippers, there are several lessons to learn from this opinion. First, this opinion affirmed the rule in Georgia that a shipper has no duty to verify whether a motor carrier has operating authority or has complied with the State Motor Carrier Act.

Second, if shippers want to avoid being subject to the Federal Motor Carrier Safety Regulations,

they must make sure they "stay in their lane" and let the motor carriers they hire do the jobs for which they were hired – the for-hire transport of freight. The issue of a shipper's – or freight broker's – control over a motor carrier and driver is often the tail that wags the dog.

For insurers, the edict from *Stubbs* is relatively simple. Insurers looking to limit their liability under Georgia's direct action statute must understand whether their insureds are motor carriers or shippers and, in a given transaction, understand whether there is any room for argument that the insured is acting as a statutory employer. A shipper exercising a heightened level of control over a motor carrier and its driver could subject the shipper's insurer to suit under Georgia's direct action statute. If an insurer does not want to open this potential Pandora's box of liability, then requiring its insureds to maintain boundaries like the Defendants in *Stubbs* is a best practice.

It Pays to Do Your Pre-Trip Inspection.... Just Ask These Guys.

BY MEGAN M. EARLY-SOPPA

Motor carriers across the country can relate to this set of facts; which were the subject of a recent court case, *Harden v. Stangle*, 2020 U.S. Dist. LEXIS 211624 (M.D. Tenn. Nov. 12, 2020).

1. Tractor trailer blows tire on Interstate.
2. Tire strikes passenger vehicle.
3. Driver of passenger vehicle sues motor carrier and tractor trailer driver for negligence, negligence per se, negligent driving, and negligent maintenance.

In the complaint, the plaintiff asserted that the defendant motor carrier is liable based on respondent superior, negligence per se, its own negligence in entrusting its equipment to its driver and in hiring, training, retraining, and supervising defendant driver.

The Court accepted the following as undisputed facts:

- Defendant driver completed professional driver training, had eight years of prior experience, no prior traffic violations, and he passed the motor carrier's road test and written exam.
- At his time of hire, defendant driver signed a form that informed him of all areas of the tractor-trailer he was to inspect before each trip in order to comply with DOT and SMF regulations. This pre-trip inspection form included an inspection of the condition of each tire on the tractor trailer.
- Defendant driver performed three separate inspections of the tractor-trailer's tires on the day of the blowout and never saw any abnormalities or irregularities that would have caused him to suspect a blow-out was imminent.
- The involved trailer had also been inspected by the motor carrier's mechanics twice before this blowout (Oct 2017 and Dec 2017). The trailer experienced a flat tire in May of 2018 but it was the result of a nail and a different tire then the one involved in this lawsuit.

Defendants filed a motion for summary judgment arguing that the plaintiff could not show any negligence on the part of the driver and that consequently, all of the other negligence related claims failed.

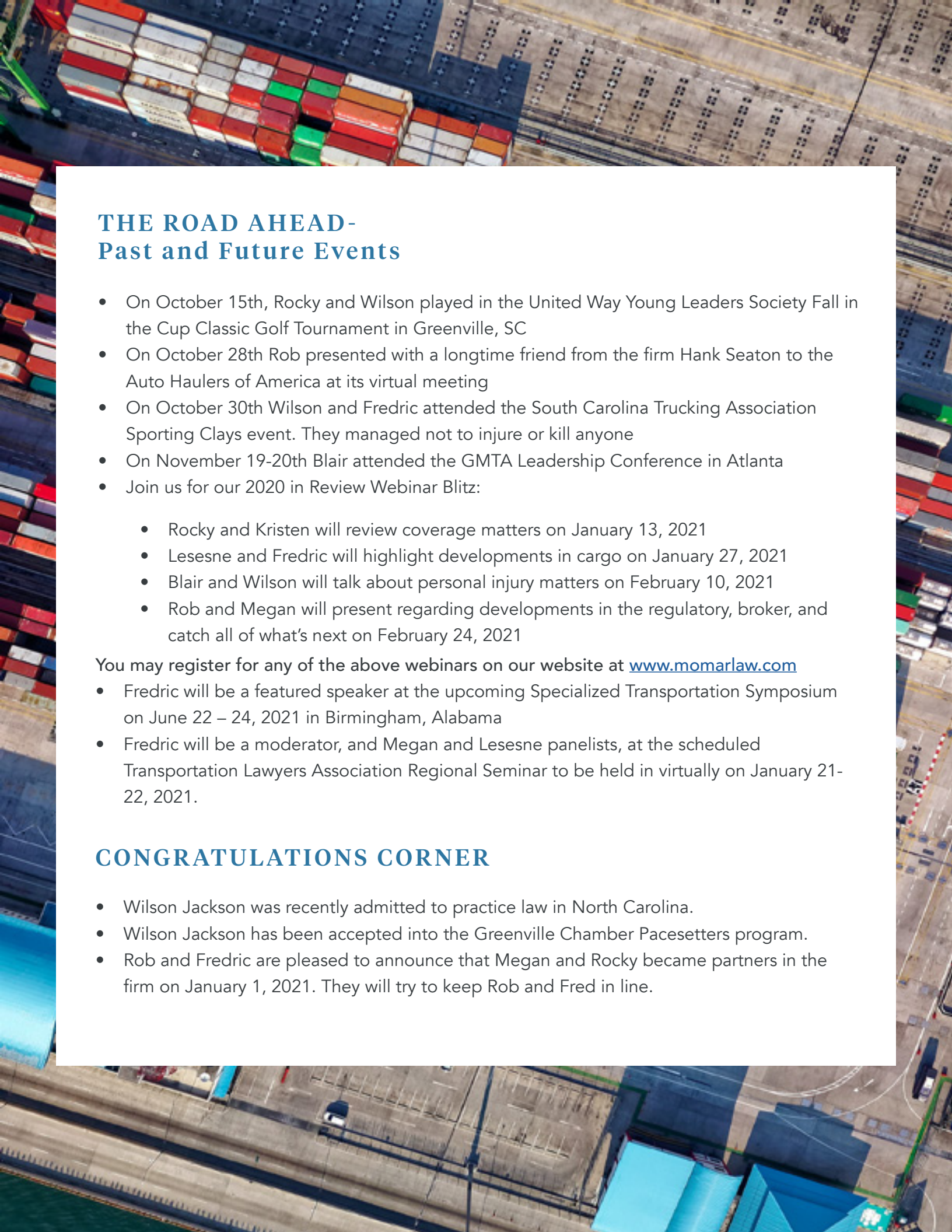
The plaintiff argued that because the defendant driver was not a disinterested witness, his testimony alone was not enough to constitute the fact that the plaintiff also argued that all inferences must be made in favor of the Plaintiff (e.g. Defendant driver had over 45 tire blowouts during his career and performed a subpar pre-trip inspection on the date of this accident so therefore it can be inferred that defendant driver is very bad at performing pre-trip inspections with so many blown tires). Lastly, the plaintiff asserted that because defendants failed to retain the blown tire, it led to an adverse inference that an inspection of the tire would have revealed that the defendant driver knew or should have known that it was on the verge of blowing. The Court rejected this argument noting that plaintiff provide no expert testimony to support this inference and stated that the tire was likely in pieces on the interstate. plaintiff also waited until the motion for summary judgment was filed to raise a spoliation issue rather then during discovery once plaintiff was made aware that the tire was gone.

In coming to this conclusion, the Court reviewed all the evidence detailing the pre-trip inspection conducted by the defendant, the maintenance of the tractor and trailer, and the training the motor carrier gave the defendant driver on inspecting the tractor and trailer. The Court determined that the plaintiff was unable to provide any evidence that any other actions of the defendant driver could have been taken to prevent a tire blowout. Stated more plainly, the plaintiff could not establish that defendant driver breached a duty of care. Defendants relied on the driver log to prove the defendant driver's claim that he had indeed conducted his pre-trip inspection and it took 16 minutes. Defendants also pointed out that a paper form was not required under the Federal Motor Carrier Safety Regulations that were in effect unless there was a defect or deficiency.

The Court thus granted the defendants' motion for summary judgment. Since this ruling, plaintiff's have filed an appeal to the 6th Circuit Court of Appeal.

So…..what is the take-away on this matter? A couple of things.

1. Facts and details matter: The defendants were able to point to all of the things (*e.g.* proof of pre-trip inspection, proof of training) that were done to ensure the tractor trailer was safe for the roadways and established there was no way that anyone could have known this tire was going to blow. If you aren't organized, there is no time like the present. Review qualification files, policies, and make sure your drivers know what is expected of them in a pre-trip inspection.
2. Drivers can be the best advocates. The defendant driver in this case was able to speak to all of the things he did to inspect his tractor throughout that day.



THE ROAD AHEAD-
Past and Future Events

- On October 15th, Rocky and Wilson played in the United Way Young Leaders Society Fall in the Cup Classic Golf Tournament in Greenville, SC
- On October 28th Rob presented with a longtime friend from the firm Hank Seaton to the Auto Haulers of America at its virtual meeting
- On October 30th Wilson and Fredric attended the South Carolina Trucking Association Sporting Clays event. They managed not to injure or kill anyone
- On November 19-20th Blair attended the GMTA Leadership Conference in Atlanta
- Join us for our 2020 in Review Webinar Blitz:
    - Rocky and Kristen will review coverage matters on January 13, 2021
    - Lesesne and Fredric will highlight developments in cargo on January 27, 2021
    - Blair and Wilson will talk about personal injury matters on February 10, 2021
    - Rob and Megan will present regarding developments in the regulatory, broker, and catch all of what's next on February 24, 2021

You may register for any of the above webinars on our website at www.momarlaw.com

- Fredric will be a featured speaker at the upcoming Specialized Transportation Symposium on June 22 – 24, 2021 in Birmingham, Alabama
- Fredric will be a moderator, and Megan and Lesesne panelists, at the scheduled Transportation Lawyers Association Regional Seminar to be held in virtually on January 21-22, 2021.

CONGRATULATIONS CORNER

- Wilson Jackson was recently admitted to practice law in North Carolina.
- Wilson Jackson has been accepted into the Greenville Chamber Pacesetters program.
- Rob and Fredric are pleased to announce that Megan and Rocky became partners in the firm on January 1, 2021. They will try to keep Rob and Fred in line.

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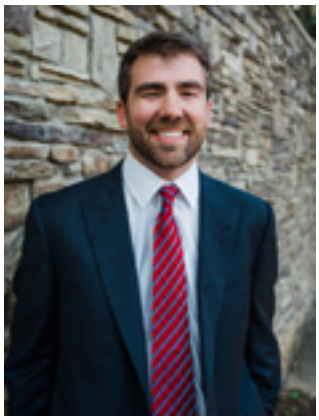

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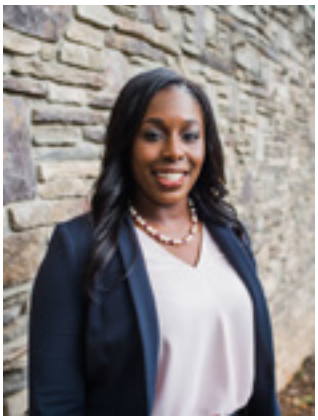

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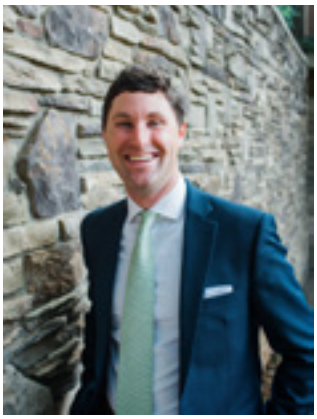

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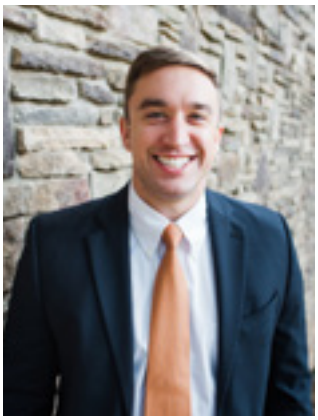

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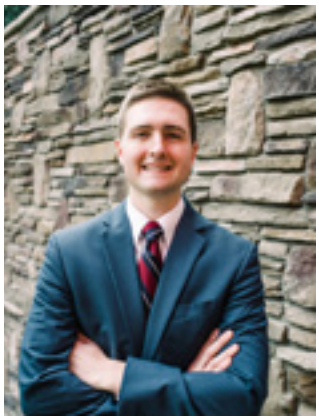

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