# MARITIME LAW ASSOCIATION OF THE UNITED STATES
## Committee on Carriage of Goods

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Editor: Alex D'Amico

Contributors: Dennis A. Cammarano; Sara B. Kuebel

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**BENEFITS WITHOUT BURDENS—SIXTH CIRCUIT FINDS CONSIGNEE DID NOT CONSENT TO TERMS OF BILL OF LADING, WHICH INCLUDED FORUM SELECTION CLAUSE**

This case provides caution as to what consignee "consent" means. Specifically, the appellate court found that a consignee, although a third-party beneficiary of several bills of lading, was not bound to a forum selection clause because it did not consent to the terms of the bills.

Defendant Zen-Noh Grain Corp. ("Zen-Noh") purchased shipments of grains from several companies. These sellers were required to prepay the barge freight and deliver the product to Zen-Noh's grain trading terminal in Convent, Louisiana. The sellers contracted with Ingram Barge Company ("Ingram") to transport the grain. Ingram issued negotiable bills of lading. All the bills issued by Ingram were essentially identical, except two, which either did not mention Zen-Noh at all or listed it in the field for consignee.

Printed on each bill was an agreement to Ingram's "Grain Transportation Terms" which are provided on Ingram's website. The terms (1) purport to bind any entity that has an ownership interest in the goods; and (2) include a forum selection provision choosing the U.S. District Court for the Middle District of Tennessee as the venue for any disputes arising thereunder.

Following shipment and delivery of the grains to Zen-Noh, Ingram claimed that Zen-Noh owed it additional charges relating to fleeting, wharfage, and shifting. Ingram filed suit against Zen-Noh in the Middle District of Tennessee. The district court dismissed Ingram's case for lack of personal jurisdiction.

On appeal to the Sixth Circuit, Ingram argued that the forum selection clause in its Grain Transportation Terms established personal jurisdiction over Zen-Noh. Specifically, although Zen-Noh was simply classified as a "notify" party on most of the bills of lading, Ingram argued that Zen-Noh was bound to the forum selection clause as a consignee and third-party beneficiary of the bills. The Sixth Circuit noted that although consignees are considered third-party beneficiaries to bills of lading, a bill can only bind a consignee with consent. Consent can be proven by: (1) filing suit; (2) a course of conduct; or (3) acceptance through an agent.

The Sixth Circuit found that no evidence showed Zen-Noh actually consented to the bills of lading, and, thus, Ingram's Grain Transportation Terms and its forum selection clause. The court noted that while Zen-Noh may be a beneficiary of the bills of lading, "that 'mere fact . . . does not create contractual obligations for that beneficiary.'" (quoting *Dynamic Worldwide Logistics, Inc. v. Exclusive Expression, LLC*, 77 F. Supp. 3d 364, 374 (S.D.N.Y. 2015)). Accordingly, the Sixth Circuit affirmed the lower court's decision that Zen-Noh was not bound to the forum selection clause.

*Ingram Barge Company, LLC v. Zen-Noh Grain Corp.*, 3 F.4th 275 (6th Cir. 2021) (Circuit Judge Eugene Edward Siler, Jr.)

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**ONLY IF THE SHOE FITS—COURT REJECTS NIKE'S STRICT LIABILITY TRADEMARK INFRINGEMENT CLAIM BASED SOLEY ON TRANSPORTATION OF CONTAINERIZED COUNTERFEIT FOOTWEAR**

This case raised the question of whether a party that unknowingly transports counterfeit

goods on behalf of a customer is strictly liable for trademark infringement under the Lanham Act, 15 U.S.C. § 1051, *et seq*. The Southern District of New York held that the carrier was not strictly liable for direct trademark infringement but could be liable for "contributory infringement" if the opposing party produced evidence that the carrier knew or should have known its customer was shipping counterfeit goods.

Nike, Inc. owns several registered trademarks. The defendants, Shine Shipping and Shine International (collectively "Shine"), are non-vessel operating common carriers ("NVOCCs").

I/O Interconnect, Ltd., located in China, contacted Shine to arrange for five shipments from China to the United States. The shipments were purportedly on behalf of a company operating under the name IO Innovative Electronic Co., Ltd., located in Hong Kong, which represented that the cargo consisted of lamps. After Shine arranged for the shipments with several agents, brokers, and VOCCs, and assisted in filling out customs paperwork, the five shipments of "lamps" made their way to the U.S. Shine relied on the information provided by I/O Interconnect to complete the customs filings.

On November 29, 2019, Customs and Border Protection ("CBP") seized the last shipment, which consisted of counterfeit Nike shoes and not lamps. Shine contended that it did not know the shipment contained counterfeit shoes until after CBP seized it and did not know the falsity of the names of the shipper and consignee provided by its customer.

Nike filed suit against Shine and others alleging claims under the Lanham Act. Shine and Nike filed cross-motions for summary judgment on liability and Nike sought a finding that it is entitled to a presumption of willfulness on its Lanham Act claims.

A claim of direct infringement under the Lanham Act requires a plaintiff to show that: (1) it has a valid mark that is entitled to protection under the Lanham Act; and that (2) the defendant used the mark, (3) in commerce, (4) in connection with the sale, offering for sale, distribution, or

advertising of goods or services, (5) without the plaintiff's consent. The Lanham Act is a strict liability statute, so a plaintiff need not prove knowledge or intent in order to establish liability.

Nike contended that Shine "used" the Nike trademark "in commerce" when it arranged for transportation of the counterfeit goods. Because the definition of "use in commerce" under the Act explicitly includes goods that are "sold or transported," Nike argued the Lanham Act creates strict liability for transporters of counterfeit goods, even when the transporter does not sell the goods or know what they are transporting. By contrast, Shine argued that the Lanham Act did not create strict liability for a defendant that merely transported the goods without knowledge. Shine cited to *Inwood Laboratories, Inc. v. Ives Laboratories, Inc.*, 456 U.S. 844 (1982), in which the Supreme Court found that a distributor or manufacturer can be liable for contributory infringement only if it knows or should know of the infringement.

The court held that Shine was not directly liable, as Shine did not "use" Nike's mark in connection with the sale, offering for sale, distribution, or advertising of goods or services, so there could be no direct liability under the Lanham Act. "Mere unwitting transportation of another's goods is not enough under [the Lanham Act]" to impose direct liability. However, citing to *Inwood Laboratories*, the court held that although a transporter could not be held strictly liable under the Lanham Act, a transporter could be held liable under a contributory infringement theory if the plaintiff proves the transporter knew their customers were dealing in infringing goods or it induced their customers to do so. Since whether Shine knew or should have known it was transporting stolen goods was a disputed issue of fact, the court denied summary judgment.

*Nike, Inc. v. B&H Customs Services, Inc., et al.*, No. 20-1214, 2021 U.S. Dist. LEXIS 188715 (S.D.N.Y. Sep. 30, 2021)

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**A PRIMER ON MARITIME PLEADING ALLEGATIONS—DISTRICT COURT CIRCUMSCRIBES NON-CONTRACT CLAIMS BUT ALLOWS A CLAIM FOR CONSEQUENTIAL DAMAGES TO PROCEED**

In August 2021, the U.S. District Court for the Eastern District of New York considered contract and tort claims in connection with a sealed, containerized export shipment of commercial medical supplies misdescribed as being for personal use. Cargo Logistics, an NVOCC, engaged Overseas Moving, another NVOCC, to ship the cargo to Israel. Because of the misdescription in the bill of lading, the cargo was held at the harbor, demurrage accrued, and the cargo was ultimately abandoned. The VOCC temporarily suspended Plaintiff's shipping privileges.

Plaintiff sued Overseas Moving and its president for breach of maritime contract, negligent misrepresentation, fraud, and consequential damages. Defendants moved to dismiss all claims against the corporate president, as well as the negligent misrepresentation and fraud claims against the company and the demand for lost profits.

The Court found that maritime jurisdiction existed only on the breach of contract claim but assumed supplemental jurisdiction over the tort claims, despite plaintiff not having asserted that basis for jurisdiction. On the tort causes of action, the court applied New York state law. The court found that Plaintiff failed to state a negligent misrepresentation claim because although it relied on Defendants' representations as to the cargo's contents, Plaintiff did not allege "a closer degree of trust between the parties than that of the ordinary buyer and seller." Instead, the parties entered into an arm's length transaction.

Plaintiff sufficiently alleged a fraud claim based on the Defendants' false statements after the cargo arrived in Israel. Other than this, the false statement in the bill of lading (that the cargo was personal equipment) did not support a fraud claim because Plaintiff sought the same compensatory damages as it did for breach of contract. The court also dismissed the fraud claim

against Defendant's principal since his position in the transaction did not adequately support the inference that his representations were fraudulent.

Finally, based on maritime law, as supplemented by New York law, the Court found that, at the pleading stage, Plaintiff could seek consequential damages in the form of lost profits from the loss of its business relationship with the underlying ocean carrier because such loss was foreseeable to a defendant who was familiar with the maritime industry and commercial consequences of its failure to properly describe the cargo.

*Cargo Logistics International, LLC v. Overseas Moving Specialists, Inc. and Boaz Aviani*, 20-CV-2130 (MKB) (E.D. N.Y. 2021) (District Judge Margo K. Brodie)

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**NO CARMACK—NO JURISDICTION OVER CLAIM ARISING OUT OF SHIPMENT FROM SPAIN TO NEW JERSEY VIA NEW YORK**

On October 4, 2021, District Judge Denise Cote of the Southern District of New York entered an order in the matter *Great American Ins. Co., a/s/o Seed Health, Inc. v. Fastway Delivery Service, Inc.*, dismissing the action for lack of subject matter jurisdiction.

Plaintiff, as subrogor of Seed Health, Inc., filed an action against defendant Fastway Delivery Service, Inc. arising out of the transport of cargo from Spain to New York City and on to New Brunswick, New Jersey. Plaintiff asserted jurisdiction pursuant to the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706 et seq., which imposes liability for damage caused during motor carriage by domestic motor carriers providing services subject to jurisdiction of the Surface Transportation Board. The "continuous movement" exception to the Carmack Amendment, however, states that the Board does not have jurisdiction under the Carmack Amendment over transportation of property by motor vehicle that is part of a continuous movement which has been or will be transported by an air carrier. *Id*. at § 13506(a)(8)(B). In granting Defendant's motion to dismiss, Judge Cote concluded that the complaint does not

plausibly allege that the cargo was not part of a continuous movement by air from Spain to the United States.

Further, even if the New York to New Jersey part of the shipment could be separated from the Spain to New York part, there still would not be jurisdiction under the Carmack Amendment due to the "municipal commercial zone" exception, which provides that the Board does not have jurisdiction over transportation provided entirely in a zone that is adjacent to and commercially a part of the municipality. *Id*. at § 13506(b)(1). The zone adjacent to and commercially a part of New York City includes all points within 20 miles as the crow flies from the municipal limits of New York City. 49 C.F.R. § 372.235(b). New Brunswick, New Jersey is approximately 14 miles from the New York City municipal limits. Accordingly, the municipal commercial zone exception applied, and there was no federal jurisdiction.

*Great American Ins. Co. a/s/o/ Seed Health, Inc. v. Fastway Delivery Service, Inc.*, 21-cv-4924 (DLC) (S.D.N.Y. Oct. 4, 2021) (District Judge Denise Cote)

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**NO CONTRACT, NO MONEY—COURT REJECTS FREIGHT AND DEMURRAGE CLAIMS FOR LACK OF PROOF OF AN ENFORCEABLE BILL OF LADING**

On July 27, 2021, District Judge Lewis Liman of the Southern District of New York issued an opinion in the matter of *Zim American Integrated Shipping Services Co., LLC v. Sportswear Group, LLC* granting the Defendant's motion to dismiss for failure to state a claim without prejudice. Plaintiff was Zim American Integrated Shipping Services Ltd. ("Zim"), as an agent for Zim Integrated Shipping Services Ltd. and Seth Shipping (S) Ltd. ("Seth"). Defendant Sportswear Group, LLC, a seller of women's apparel, purchased goods from factories in Bangladesh. The sales contract obligated the shippers to arrange for and pay for overseas carriage. The shipper did so, arranging for carriage of cargo aboard a vessel owned or operated by Seth.

Two bills of lading were produced in the context of the litigation—one for Seth and another for Zim—however, it was unclear from the record who the parties to the bills of lading were or how they relate to one another, as the print on the Seth bill of lading was tiny and mostly illegible, and neither bill of lading was executed by any party. The Bangladeshi shipper's bank collected the relevant shipping documents and transmitted them to Defendant's bank. The shipping documents were released to Defendant. Plaintiff claimed it transported cargo for Defendant but had not received payment from Defendant.

The apparent reason underlying the alleged outstanding debt was that the empty shipping containers were not timely returned to Plaintiff. Plaintiff argued that Defendant was liable for freight and related charges, including demurrage or detention of containers, under the bill of lading. Plaintiff's claims included: tariff and service contracts, breach of written contract, unjust enrichment, quantum meruit, account stated, and attorney's fees.

Defendant moved to dismiss for lack of subject matter jurisdiction and failure to state a claim. Regarding subject matter jurisdiction, Defendant argued that this was not a maritime matter because the delayed return of the containers was in connection with the land-based transport of the containers following sea transport. The court rejected this argument, citing precedent to support the notion that demurrage clauses are maritime in nature.

Nevertheless, all of Plaintiff's claims failed. Because the bills of lading were not executed, there was no contractual privity between the parties. Plaintiff failed to prove the existence of a contract, causing Plaintiff's two breach of contract claims and the claim for attorney's fees to fail. Plaintiff failed to adequately plead a reasonable expectation of compensation, causing the quantum meruit and unjust enrichment claims to fail. Finding there was no well-pled allegation of indebtedness of Defendant to Plaintiff, the court ruled that the account stated claim failed as well.

In sum, the failure to establish a written contractual agreement between the parties, particularly via an executed bill of lading, tanked Plaintiff's case.

*Zim American Integrated Shipping Services Co., LLC v. Sportswear Group, LLC*, 2021 WL 3173712 (S.D.N.Y. Jul. 27, 2021) (District Judge Lewis J. Liman)

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**RICE, RICE BABY—LOUISIANA COURT EXPANDS FLEETER'S BAILMENT DUTIES OVER RICE CARGO**

In this case, part of a shipment of long grain milled rice ("Rice") was contaminated during transit. Although the Louisiana district court denied cross-motions for summary judgment due to a factual dispute, the court expanded a bailee's duties with respect to cargo contamination based on the circumstances of the case.

The Rice, valued at roughly $6,000,000, was to be delivered to an ocean-going vessel in Myrtle Grove, Louisiana for shipment to Conakray, Guinea. Plaintiff, Supreme Rice, LLC ("Supreme Rice"), contracted with third-party defendant, SCF Marine, Inc. ("SCF") to provide seven hopper barges to transport the Rice to Myrtle Grove. The hopper barges had barge covers and grain doors designed to protect the cargo from weather but allow for air flow and ventilation to prevent mold growth and overheating. Supreme Rice had the barges inspected prior to loading the Rice, and surveyors found the barges seaworthy and fit to carry the cargo.

The seven hopper barges were then delivered to a fleeting facility near Myrtle Grove that was owned by defendant, Turn Services, LLC ("Turn"). Turn inspected the barges, accepted them into the fleet, and placed three of the barges in an upriver section next to seven uncovered barges. The seven uncovered barges carried either coal or petcoke—the parties disputed the exact cargo. Due to a prior cargo contamination, Turn had a standing order (which it reissued every 12 hours) for its fleet boat captains to not place milled rice barges close to coal barges. Turn disputed that it had prior knowledge that the seven hopper barges contained Rice.

Finding that part of the Rice had been contaminated while at the Myrtle Grove fleet, Supreme Rice filed suit against Turn under a bailment theory, arguing that Turn breached its duty by failing to exercise reasonable care when it negligently placed the three hopper barges near a known contaminate—coal/petcoke. Turn denied Supreme Rice's claims and the parties brought cross-motions for summary judgment.

The district court noted that a fleeter owes a general duty to exercise reasonable care. Typically, this duty requires the fleeter to ensure adequate mooring. While Turn did not breach this typical duty, the court considered the broader question of "whether a fleeter's duty to ensure adequate mooring extends to the placement of the barges within the fleet so as to protect their cargo from contamination"—an issue of first impression.

Citing to Turn's standing order mandating that captains not place milled rice barges near coal barges, the court agreed that Turn, the bailee, owed a duty to avoid knowingly placing cargo in harm's way by mooring it in an unsafe location within a fleet, i.e. next to a contaminate. Despite expanding the scope of the bailee's obligations to the bailor, the court still identified a factual dispute with respect to whether Turn "knowingly" placed the Rice-filled hopper barges next to barges loaded with a contaminate, and therefore denied summary judgment.

*Supreme Rice, LLC v. Turn Services, LLC*, No. 20-1212, 2021 U.S. Dist. LEXIS 117914, 2021 WL 2592896 (E.D. La. June 24, 2021) (District Judge Barry W. Ashe)

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**FLIPPIN' OUT—CARMACK CLAIM FAILS FOR FLIPPED BUT UNDAMAGED BEEF PATTIES**

Plaintiff, Scotlynn USA Division ("Scotlynn") entered into a broker carrier agreement with Defendant, Titan Trans Corporation ("Titan"). Scotlynn paid its customer for a rejected load of frozen beef patties in cardboard bins, some of which had tipped over in the trailer during interstate motor carriage. The broker's indemnity claim against the carrier was unsuccessful.

After a three day trial, the court found that: 1) the underlying cargo receiver had conducted only a cursory inspection of a few cartons and thus, had not demonstrated the cargo, as opposed to its packaging, was damaged; 2) the patties could have been redelivered after "reworking the packaging" but this was not allowed by the receiver; 3) the cargo's degradation from a three-day delay in returning the cargo to the shipper was attributable to the broker failing to give clear instructions to the motor carrier on what to do with the cargo after the consignee's rejection; 4) the overturned bins were the result of braking, which is routine; and 5) the tipping over of the patty stacks was more likely the result of insufficient packing.

The court concluded that while a broker has no Carmack Amendment rights, it can assert a Carmack Amendment claim as assignee of the shipper, provided the assignment of rights was in place prior to filing the complaint. The court further concluded that Scotlynn had demonstrated the second element of its *prima facie* case, i.e., the goods were damaged upon delivery. There was evidence of damage to external packaging, but no evidence of damage to the inner bag, nor was there an inspection or proffer from a food safety expert to attest to the risk of or actual contamination. Nevertheless, the cargo's packaging appeared to require reworking, with some expected quantity of product loss. Scotlynn, however, faltered on the third element of its *prima facie* case, i.e., proof of the amount of damages.

The court attributed the consignee's rejection of the cargo to the fact that the cargo could not be unloaded under the consignee's standard unloading procedures rather than actual cargo contamination. Further, the *de minimus* amount recovered in salvage by the carrier's insurer did not represent the value of the cargo in its "damaged" state at destination. The court also said that had Plaintiff established a *prima facie* case, the carrier effectively showed it was not negligent and that the flipped bins were due to improper loading/packaging.

Because the cargo was actually loaded by the shipper, the court disregarded the fact that the driver did not notate the bill of lading as being "shipper load and count." It also found that multiple past shipments without shifting was not proof of proper loading in this case, where an odd number of bins were loaded and there was no proof that the shipper filled the resulting void.

Finally, the court found that Scotlynn, via the consignee, failed to mitigate damage by improperly refusing to accept the shipment and that Scotlynn was culpable in causing the cargo's degradation by failing to give the carrier prompt disposition instructions, resulting in a delay in the cargo's return to the shipper.

The case reminds us that on a broker's indemnity claim, a court will scrutinize the underlying transaction and seriously consider the relevant burdens of proof and duty to mitigate.

*Scotlynn USA Division, Inc. v. Titan Trans Corp.*, No. 2:18-Civ-521-JLB-NPM, 2021 (M.D. Fla. Aug. 2021) (District Judge John L. Badalamenti)

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**CHOICE OF LAW OHIO—THUS, CLAIM GOODBYE-OH**

On June 18, 2021, District Judge James L. Graham of the Southern District of Ohio issued an opinion in the matter of *Sompo Japan Nipponkoa, Ins. Inc. v. Savage Services Corp.*, granting the Savage Defendants' motion to dismiss Plaintiffs' negligence claim as time-barred. There was no dispute that if Ohio law applied, the claim was time-barred. Instead, the pivotal issue was whether Ohio law would indeed apply.

In January 2016, Honda arranged for thirty containers of automobile parts to be shipped from Japan for assembly in Marysville, Ohio. The containers traveled by ship from Japan to Washington and by rail on to Marysville. A collision involving the containers took place in Marysville at a manufacturing facility owned by the Scotts Miracle-Gro Company ("Scotts"). Scotts allegedly hired the Savage Defendants to move rail cars in and out of Scotts' facility,

which involved switching cars from the main line owned and operated by CSX Transportation, Inc. ("CSX"). On February 9, 2016, a switch that was improperly left "open" or "unlocked" by the Savage Defendants caused the CSX train carrying the Honda shipment to be diverted and collide with unattended rail cars parked at Scotts, with some of the containers carrying Hondas derailing and overturning, resulting in over $4,275,000 in damages. Sompo reimbursed Honda and commenced a subrogation action.

On October 8, 2019, Sompo sued CSX and the Savage Defendants in the Middle District of Florida pursuant to a forum selection clause in the contract between Honda and CSX. The Middle District of Florida severed the claim against CSX from those against the Savage Defendants and transferred the claims against the Savage Defendants to the Southern District of Ohio. Thereafter, the Savage Defendants filed their motion to dismiss on the grounds that Ohio's two-year statute of limitations for negligence claims had expired.

In opposing the motion, Sompo argued that it was too early to determine whether Ohio law should apply, stating that many variables affect the choice of law analysis. Ohio has adopted the Restatement (Second) of Conflict of Laws for choice of law determinations in tort actions: "The law of the place of injury controls unless another jurisdiction has a more significant relationship to the lawsuit." Other factors may include: the place where the conduct causing the injury occurred, the residence, place of incorporation, and place of business of the parties, and the place where the relationship, if any, between the parties is centered.

Here, it was undisputed that the injury occurred in Ohio, the intended destination for the shipment was in Ohio, and the alleged tortious conduct by the Savage Defendants occurred in Ohio. Sompo argued that there are many contracts between the parties, and one of their choice of law provisions might govern. The court rejected this argument, however, because the claim sounds in negligence, not contract law. The court further concluded that none of the other

factors override Ohio's relationship with the action. Accordingly, the negligence claim was dismissed as time-barred.

*Sompo Japan Nipponkoa, Ins., Inc. v. Savage Services Corp.*, 20-cv-6287 (JLG) (CMV) (S.D. Oh. June 18, 2021)

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**JUST DO IT—TEXAS COURT HOLDS COGSA DID NOT PREEMPT SHIPPER'S BAILMENT CLAIMS FOR STOLEN CONTAINERS OF GOODS**

In this case, the Texas district court distinguished a bailment claim from a COGSA claim and held that COGSA did not preempt the ocean carrier's indemnity claim for damages arising from stolen goods.

Nike, Inc. hired Mitsui O.S.K. Lines, Ltd. to carry four containers of sportswear worth over $1,000,000 from Vietnam to stores in Katy, Texas. Nike shipped the four containers through Mitsui's agent in America—MOL (America), Inc. ("MOL").

MOL ocean carried the four containers from Vietnam to Los Angeles, California. From there, the containers were carried by rail and delivered to Pearland, Texas. MOL then hired Hepta Run, Inc. ("Hepta"), a trucking company, for the "last mile" delivery to the consignee in Katy, Texas. On June 7 and 8, 2017, Hepta accepted the four containers and stored them on its property. Approximately twelve days later, all four containers were stolen.

Following the incident, MOL sued Hepta for breach of bailment to recover the lost value of the containers. MOL subsequently moved for summary judgment on its claims. Hepta countered that COGSA preempted MOL's state law and bailment claims, so Hepta's liability was limited to COGSA's $500 per package limitation.

The district court noted that COGSA limits the liability of carriers, but the limitation only applies "from the time that the cargo is loaded until it is removed from a ship, and it does not

supersede state law causes of action arising after this tackle-to-tackle period." Because the containers at issue were stolen after the tackle-to-tackle period, the court concluded that COGSA did not apply to theft during inland storage. In short, MOL's state law based bailment claims were not preempted when the containers were stolen from a trucking company's property.

As for summary judgment on MOL's bailment claim, the court concluded that Hepta, as a bailee, did not exercise the requisite duty of care. Hepta had no procedures to verify which drivers left its property with which containers. Indeed, the thief drove up to the gate where the containers were stored, stole two tractors, hitched the four Nike containers to the tractors, and then drove away. The court noted that Hepta took possession of more than $1,000,000 in merchandise and left the containers in an open air lot without any security or alarms and with an entry gate secured only with a combination lock. The court simply concluded, "[t]his is not requisite care" of a bailee and entered summary judgment in favor of MOL for its bailment claims against the defendant trucker.

*MOL (Am.), Inc. v. Hepta Run, Inc.*, No. 18-01096 2021 U.S. Dist. LEXIS 155032 (S.D. Tex. Aug. 17, 2021)

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