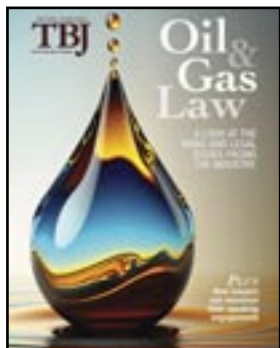


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TEXAS BAR JOURNAL, MARCH 2024

I was very disappointed to read the March edition of the TBJ that ostensibly celebrates Women’s History Month by featuring articles all written by or about men. Except for the columns by Cindy Tisdale and Laura Pratt, you would have no idea that it was Women’s History Month.

I doubt that this oversight was intentional and I look forward to next year’s issue being more inclusive.

ELISE STUBBE
San Antonio

(practices remotely for her firm in Englewood Cliffs, New Jersey)

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**NLRG Client Obtains Favorable
Settlement in Shipping Dispute:**

An engineering company contracted with an Indiana carrier to ship sophisticated equipment from California to the shipper in Texas. The carrier’s tariff provided that any claim for damage during shipment had to be filed within 9 months after delivery. When the equipment was damaged en route, the shipper notified the carrier, within 9 months, that it sought to be reimbursed for the damage, and that the carrier should open a claim if it had not already done so, but the shipper did not provide specific information about the amount of the damage. The carrier would not settle the matter, arguing that the shipper’s claim was time-barred because it was not filed within 9 months with the specificity required by the tariff, Carmack Amendment regulations, and Fifth Circuit precedent. Relying on an argument prepared by attorney **Paul Ferrer** of NLRG, attorney **Steve Potts** of **Potts Law Group** responded that the Seventh Circuit, where the carrier is headquartered, has held that a specific dollar amount is not an absolute requirement; rather, it is enough if the carrier is given sufficient information to begin processing the claim. The carrier eventually agreed to settle the matter for the entire amount sought by the shipper: the full cost to repair the equipment.

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