

Affidavit of Jeffrey F. Davis, C.D.S.

That I do hereby swear and attest that, if called upon to testify, I would state as follows:

1. That I currently serve as President and Chief Safety Officer of Fleet Safety Services, LLC, a motor carrier safety management company that offers Commercial Transportation & Fleet Safety Consulting, Expert Witness, Administrative, and Compliance Services.
2. That I am a Certified Director of Safety and have over 25 years of experience in the transportation industry. I served as the safety director for a large trucking company (with over 300 power units handling up to 400 truckloads a day) for over 25 years. I have served as the Chairman of the Truckload Carriers Association Safety and Security Division, as well as the Ohio Trucking Association Safety Council. I am the recipient of the nationally recognized Truckload Carrier's Association Safety Professional of the Year Award. I am also a past recipient of the Safety Professional of the Year Award for the State of Ohio. I have also been selected as an "Innovator of the Year" finalist by the Commercial Carrier Journal for my work on managing driver performance. Finally, I am past Chairman of the Ohio Trucking Association, Truckload Carriers Association.
3. That it has been part of my customary job duties, as described above, to review, scrutinize, and adjudicate violations obtained by motor carrier clients, as set forth by federal regulations, for drivers of commercial motor vehicles.

4. Facts of the Incident

Integrated Logistic Services, Inc. (LMD) was contracted to move a shipment from the Sealand Terminal in Elizabeth, NJ. to Mallinckrodt Chemical in St. Louis, MO. LMD was cited for a violation of CFR 49§ 177.817A and 172.502A1. It is my belief with a reasonable degree of certainty, according to the facts presented to me, that these violations should be fully dismissed for two reasons. First, in citing and certifying the violations the improper duty of care was placed on the motor carrier and driver. Secondly, there is no evidence that the motor carrier or driver did not act in a reasonable manner in relying on the information provided them by the offeror and accepting this intermodal shipment.

5. The Placard Violation Removed

This affidavit is filed on behalf of LMD Integrated Logistic Services, Inc. (LMD), a motor carrier concerning alleged violations cited on the Driver/Vehicle Examination Report number: OH3233003840. The recorded violations in question are:

- A. 177.817A. No shipping papers (carrier): POISON INHALATION HAZARD NOT LISTED ON SHIPPING PAPERS
- B. 172.203M. No Poison Inhalation Hazard and /or Hazard Zone: NOT LISTED ON SHIPPING PAPERS.

Initially, LMD was also cited for:

- C. 172.502A1. Prohibited placarding: 6.1 POISON, FLAMMABLE LIQUID, MARINE POLUTANT DISPLAYED MISSING POISON INHALTION HAZARD.

This violation was initially cited by the road side inspector T. M. Gatesman (badge number 3233). Then upon a review requested by the motor carrier and after a careful desk study and review by a supervisor, the violation was rescinded. The inspector during the roadside inspection erroneously issued the violation. The violation was rescinded because the placards

issued at the origin were in compliance with an international shipment. This removal of the placard violation should begin to demonstrate the complexity of this international shipment. Even the trained inspector improperly identified the required placards concerning this shipment.

6. The Shipment

The origin of the shipment in question was with shipper BASF, a global chemical company with annual sales of 74 billion dollars. BASF has a global procurement budget of approximately 30 billion. This includes pipeline, cargo container, air, and ship. BASF ships chemicals globally. BASF tendered said shipment to Lehnkering Logistics B.V. Lehnkering made arrangements with MAERSK to ship the container to the United States and also brokered the shipment to Panalpina for its delivery in the US. Panalpina brokered the delivery of the container once in the United States to LMD.

Panalpina is a leading provider of global logistics with their core products being air freight, ocean freight and the associated logistics to supply product worldwide. Panalpina tendered the load in question to LMD, a registered motor carrier (MC #490506) with a “satisfactory” safety rating. LMD contracted to transport the shipment from Sealand Terminal in Elizabeth, NJ, to Mallinckrodt Chemical in St. Louis, MO.

The shipment was tendered on an intermodal container number “TLXZ 594011. The violations cited were recorded both on the Driver/Vehicle Examination Report (OH3233003840) and an Intermodal Equipment Provider Report (OH323003840).

This was not a shipment that originated on a loading dock in the U.S., but in contrast, originated as an overseas intermodal container shipment, procured and handled by numerous global shippers.

The logistics of this shipment [MRKU867557-6, PRO # (Bill of Lading #) MAEU5618] as best as can be determined (BASF has not provided the originating shipping papers) with the information provided:

BASF ➡ Lehnkering ➡ MAERSK ➡ Panalpina ➡ LMD

Lehnkering Logistics BV (Lehnkering) acted on behalf of BASF as intermediary for the shipment. The shipment was to leave from Rotterdam, Netherlands, via MAERSK to New York. Paperwork is dated December 3, 2013. (See Exhibit 1)

The next bill of lading provided is generated by Panalpina, dated December 26, 2013. It shows that this shipment was to be delivered from Sealand Terminal in Elizabeth, NJ, for delivery to Mallinckrodt Chemical in St. Louis, MO. (See Exhibit 2).

Panalpina acting as customs broker had the shipment delivered from Elizabeth, NJ, to St. Louis, MO, to LMD. The LMD shipping document is dated January 6, 2014 (Exhibit 3).

Also provided is the Interchange Ticket from MAERSK showing LMD as the designated transporter (Exhibit 4).

BASF would have provided shipping papers to Lehnkering to begin the shipment. Along with the shipping papers, BASF would have included all the required, necessary documentation on the hazardous cargo to Lehnkering. Lehnkering would then generate its bill of lading to ship by MAERSK. Lehnkering would have to advise MAERSK that the cargo was hazardous and provide the paperwork given them by BASF. MAERSK would then review the documentation and accept or reject the shipment. At the pier in Rotterdam, MAERSK's safety inspector would again review the documentation provided, including the placards on the container and accept or reject the shipment and shipping papers. In addition, prior to the container being loaded, MAERSK's ship surveyor would again review all cargo for the shipment to make sure it was correct and legal on the manifest. Again, the captain can accept or reject the container.

When the container is to be off loaded in the United States the terminal operator at Sealink inspects all hazardous cargo prior to grounding the containers for accurate documentation and physical condition. The last step is for the carrier to pick up the container for transport. All hazardous containers go to "roadability" for final safety inspections, documentation, and seals verification against the manifest by the driver and terminal operator before being allowed to be transported. The shipment paperwork would have been reviewed no less than six times before being released to the US motor carrier, LMD.

None of the shipping agents, in their normal course of business recognized the alleged error in the shipping papers. If these global entities who handle these types of shipments on a daily basis were unable to detect the alleged error, to expect a truck driver at a dock acting in a reasonable fashion and in the circumstances to identify and correct the error should not be expected. A supervisor at the Public Utilities Commission reversed and removed the placard violation (Exhibit 5):

7. The Reasonable Person Standard

LMD successfully appealed the fact that a class 6 placard can be substituted for the Poison Gas or PHIH label/placard when it involves an international shipment. The roadside inspector, assuming he was well trained and a reasonable person, utilizing his training made this mistake and erroneously cited the motor carrier for improper placarding.

Obviously, this inspector would have had hours of training to be certified to perform roadside inspections. The inspector's training at a minimum would consist of the following certified requirements on an annual basis: 6 compliance reviews, 24 safety audits, and 32 Level 1 and V inspections. Even with all of his training and experience, this inspector erred in citing the

placarding violation. It is the wrong legal standard. This standard as used by the P.U.C.O. is wrong and the violation should be fully dismissed. To require a CDL driver with a hazardous materials endorsement to know every rule, exception and every change to a hazmat load is an erroneous comparison.

Motor carriers and their drivers may rely on the information provided by the offeror unless the carrier knows or a reasonable person acting in the circumstances and exercising reasonable care would have knowledge that the information provided is incorrect.

49 CFR §171.2(f) . . . Each carrier who transports a hazardous material in commerce may rely on information provided by the offeror of the hazardous material or a prior carrier, unless the carrier knows or, a reasonable person, acting in the circumstances and exercising reasonable care, would have knowledge that the information provided by offeror or prior carrier is incorrect.

There are two standards of duty outlined in 49 CFR §171.2(f) concerning the reliance of information by the motor carrier from the offeror:

1. Each carrier who transports hazardous material may rely on information provided by offeror unless the carrier knows the information is incorrect.
2. A reasonable person acting in the circumstances and exercising reasonable care would have knowledge that the information is incorrect.

8. Motor Carriers May Rely on the Information Provided by the Offeror

The standard of duty in accepting shipping papers of hazardous material is that the motor carrier and or the driver acting upon their behalf, may rely upon the information provided by the offeror unless the carrier knows or would have knowledge that the information provided by the offeror is incorrect. Obviously, the “offeror” and “receivers” in this shipment relied upon the information provided by each other. There is no evidence provided that anyone had knowledge that

information provided by the other was incorrect. Therefore, §171.2(f) provides for and allows motor carriers to rely on the information provided them by the offeror. LMD relied upon the information that was provided them by other “offerors” in this logistics chain. LMD had no prior knowledge that the shipping information was incorrect, and relied upon the shipping information provided by the offeror.

9. A Reasonable Person Acting in Circumstances and Exercising Reasonable Care Would Have Knowledge that the Information is Incorrect

The second standard of duty recorded in 49 CFR 171.2(f) is that a reasonable person acting in the circumstances and exercising reasonable care would have knowledge that the information provided by the offeror was incorrect. This shipment was picked up at a port dock, the Sealand Terminal in Elizabeth, NJ. The driver, Jose Guerra (Guerra), had been trained and held a hazardous material training certificate (Exhibit 6). LMD and Guerra acting in the circumstances and exercising reasonable care at a congested and busy shipping location relied upon the information provided them by the chain of offerors. Guerra, at the point of pickup, would have recognized the hazardous load, the shipping papers, and the issued placards. Both the motor carrier and driver fulfilled their standard of duty and had every reason to rely upon the information provided.

10. The error with the paperwork began at BASF

Neither BASF, Lehnkering, Maersk, nor Panalpina, all global shipping conglomerates, identified the shipment as a Poison Inhalation Hazard. BASF, a global chemical company, should have

had the necessary information to prepare the paperwork correctly for this shipment. This was not the first time BASF shipped ethylene chlorohydrin. BASF generated the error and it was carried down the line by others involved. To cite the U. S. motor carrier and driver is deflecting the burden from the shipper BASF, from Lehnkering, from the ship's captain and crew, the receiving shipyard, and Panalpina, who made the error. The motor carrier and driver acted reasonably in accepting the shipping information provided by the more knowledgeable shipper and related offerors.

11. Conclusion

There is no evidence that the motor carrier or driver in this instance did not act in a reasonable manner nor act unreasonably in relying upon the information provided them by the offeror and accepting this intermodal shipment .

Therefore, I am of opinion that the cited violations for driver Jose Guerra and LMD Integrated Logistic Services Inc. should be removed from the motor carrier's record. The roadside inspection should be amended as well as the motor carrier's history record.

Further Affiant sayeth not,

By: Jeff F. Davis

JEFF DAVIS, C.D.S.

Fleet Safety Services, LLC

Dated: September 12th, 2014

STATE OF OHIO)

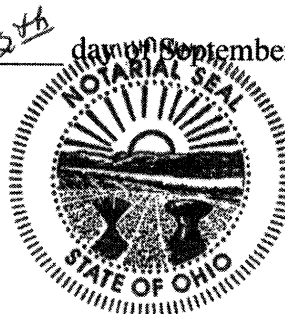
COUNTY OF AUGLAIZE)

) SS

Sworn to before me and subscribed in my presence this 12th day of September, 2014.

Stephanie Peterson
Notary Public

My commission expires: January 6, 2018



STEPHANIE PETERSON
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
January 06, 2018

DANGEROUS GOODS DESCRIPTION AND INFORMATION

1 Shipper/Consignor/Sender (Signed on behalf of as agents) Lehnkering Logistics BV Waalhaven Oostzijde 77 3087 BM Rotterdam the Netherlands		2 Transport document number Page 1 of 1 pages		4 Shipper's reference 2004546779		
		MRKU867557-6		5 Freight forwarder's reference 10.31207.2013 - 002		
		6 Consignee MALLINCKRODT INC 3501 N 2ND ST 63147-000 SAINT LOUIS, United States				
7 Carrier (to be completed by the carrier) SHIPPER'S DECLARATION I hereby declare that the contents of this consignment are fully and accurately described below by the Proper Shipping Name, and are classified, packaged, marked and labelled/placarded and are in all respects in proper condition for transport according to the applicable international and national government regulations.						
8 This shipment is within the limitations prescribed for: <table border="1"> <tr> <td>PASSENGER AND CARGO</td> <td>CARGO ONLY</td> </tr> </table>		PASSENGER AND CARGO	CARGO ONLY	9 Additional handling information		
PASSENGER AND CARGO	CARGO ONLY					
10 Vessel/flight No. and date MAERSK MONTANA	11 Port/place of loading Rotterdam					
12 Port/place of discharge New York	13 Destination					
14 Shipping marks *Number and kind of packages; description of goods Gross mass (kg) Net mass (kg) Cube						
BASF 112483122/10 3009259584 / 000010 18 Pallet,wood,CP3,heat treated 18,551.700 16,200.000 72 Steel Drums,compte Packagings IMDG: UN 1135, ETHYLENE CHLOROHYDRIN, 6.1, (3), PG I, (55 C), MARINE POLLUTANT, EMS F-ES-D 1. BASF North America Emergency response number: 1-800-832-4357 2. BASF North America Emergency response number alternate: 973-245-7204 3. CHEMTREC Emergency Number 1-800-424-9300 4. CHEMTREC Contract Number: CCN2407						
15 Container identification No./ vehicle registration No. MRKU867557-6	16 Seal number(s) SealNr 1 0667018/SH	17 Container/vehicle size & type 22GP	18 Tare mass (kg)	19 Total gross (incl. tare) (kg) 18,551.700		
Shipper's Statement. Shipper declares that the goods described above have been packed/loaded into the container/vehicle identified above in accordance with the applicable provisions.** All documentation as required in accordance with the IMDG Code has been properly drafted and issued. The documents are accompanying the cargo and will be delivered to the appropriate parties.		21 RECEIVING ORGANISATION RECEIPT Received the above number of packages/containers/trailers in apparent good order and condition, unless stated hereon; RECEIVING ORGANISATION REMARKS				
20 Name of company Lehnkering Logistics BV on behalf of BASF SE		Hauler's name	22 Name of company (OF SHIPPER PREPARING THIS NOTE) Lehnkering Logistics BV			
Name/status of declarant Sandra Kuyntjes		Vehicle reg. no.	Name/status of declarant Sandra Kuyntjes			
Place and date Rotterdam, 03 December 2013		Signature and date	Place and date Rotterdam, 03 December			
Signature of declarant		DRIVER'S SIGNATURE	Signature of declarant			

* DANGEROUS GOODS

You must specify: proper shipping name, hazard class, un no., packaging group, (where assigned) marine pollutant and observe the mandatory requirements under applicable national and international government regulations. For the purposes of the IMDG code see 5.4.1.4

** For the purposes of the IMDG code see paragraphs 5.4.2.

EXHIBIT

7

aspecc

Delivery Order

PANALPINA
on 6 continents

3rd PARTY BILLING SEE BELOW

PICK UP FROM

SEALAND TERMINAL
SHED 5060 MCLESTER ST
ELIZABETH, NJ - 07207, US
Ph: 866-855-8552

ISSUED BY:

PANALPINA, INC. - HOU
P.O. BOX 60164 AMF HOUSTON, TX 77205
19409 KENSWICK DRIVE
HUMBLE, TX - 77338, US
Contact: Hollye Davis
Ph: 281-446-0800
Email: hollye.davis@panalpina.com

DATE 12/26/2013 DO Reference No. 005971683-01
Appl. CHB Dept. 40130 File Ref No. 005971683

IMPORTING CARRIER - FLIGHT/VOYAGE - VESSEL MAEU - v. 1401 - MAERSK MONTANA		LOCATION E425 - SEALAND TERMINAL		FROM PORT OF ORIGIN AIRPORT 42157 - ROTTERDAM, NETHERLANDS	
BL OR AWS NO. MAEU561821267	ARRIVAL DATE 12/22/2013	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) LMD INTEGRATED		
DELIVERY BY ▲			HAWB NO.	ENTRY NO. 554-5971683-7	CUST. REF. NO. 4910348515

MALLINCKRODT CHEMICAL
3501 NORTH SECOND STREET
ST. LOUIS, MO - 63147, US
Contact: JOE
Ph: 314-654-8158

CUST PO# 636944

CONTACT MALLINCKRODT SAFETY
FOR AIR MONITOR
STORAGE PAID THRU 1/6

72 PCS	UN DG NO: 1135; ETHYLENE CHLOROHYDRIN; Class: 6.1(3); Packing Group: I, MARINE POLLUTANT 225KG DRUMS ETHYLENE CHLOROHYDRINE CNTR#: MRKU8675576/ 667018/ 20/ STD/ 72 CTN/ 18551.7 Kg. PO #: 4910348515 /D10 /16200 /KG BL: MAEU561821267 /HBL: /72 CTN /40899 LB FOR CHEMICAL EMERGENCY (SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT) CALL CHEM TREC (DAY/NIGHT) 1-800-424-9300. (BASF CONTRACT NUMBER: CGN 2407)	Y			18552 Kg 40900 Lb
E425 - SHED 5060 MCLESTER ST, ELIZABETH, NJ 07207 TEL: 866-855-8552					

ORIGINAL DELIVERY ORDER

INLAND FREIGHT

BILLING TERMS
Prepaid-3rd Party Billing

Authorized 3rd Party Billing For Account of

BASF % CASS INFORMATION SYSTEMS
PO BOX 17668
ST. LOUIS, MO 63178-7668, US

Hollye Davis

DELIVERY CONFIRMATION

[] Received _____ (Pcs/UOM) in Good Order.

Signature: _____ Date/Time _____

Please Print Name: _____

IMPORTANT: NOTIFY US AT ONCE IF DELIVERY CANNOT BE EFFECTED AS INSTRUCTED.

DOC. No.: 005971683-01

TRUCKERS - ENTER YOUR ACCURATE POD IN EXWORKS WITHIN 12 HOURS FOLLOWING DELIVERY. THERE IS NO EXCEPTION
ACCURATE INVOICE TO FOLLOW WITHIN 7 DAYS.

This Trucking Order shall be prima facie evidence of the receipt of the goods by Carrier. If Carrier makes no specific reservations on the Trucking Order at time of receipt, it shall be presumed that the goods and their packaging appeared to be in good condition upon acceptance by Carrier and that the number of packages, their marks and numbers corresponded with the statements in the Trucking Order. Notwithstanding any terms and conditions contained in any bill of lading, other form of freight receipt, any tariff or tariff rules, any contract for shipment, or any other similar document issued by Carrier, and any purported limitation of liability contained therein, Carrier will be liable for the full value of the goods lost or damaged and for any and all claims arising out of or in connection with Carrier's activities under this Trucking Order.

EXHIBIT

EXHIBIT



INTEGRATED LOGISTIC SERVICES, INC.
WORLDWIDE WAREHOUSING - TRANSPORTATION - DISTRIBUTION SERVICES

Edison, NJ 08837

ORIGINAL LOCATIONS:

EDISON, NEW JERSEY
DALLAS, TEXAS
RANCHO DOMINGUEZ, CALIFORNIA

PRO No MAEU561821267
FF0022502/000



SHIP UP AT

LIZABETH, NJ 07207

BL NO.

MAEU5618

DATE

01/06/14

ASF CORP 100 PARK AVE FLORHAM PARK, NJ 07932

ALLINCKRODT INC 3501 NORTH SECOND STREET ST LOUIS, MO 63147

NO. PIECES	DESCRIPTION (WGT. SUBJECT TO CORRECTION) →	WGT. IN POUNDS	<input type="checkbox"/> In Emergency Call Chemtrec 800-424-9300 (If Box is Marked)
2 DRS	ETHYLENE CHLOROHYDRIN 6.1(3), UN 1135, I PLACARDS & ERG 131 ISSUED	ON 40,900G	
2 DRS	ETHYLENE CHLOROHYDRIN 1X20' CONTAINER MKU5675576 STD. 72 DRUMS CUST PO# 636944	ON 40,900G	
	TOTAL SUMMARY ** Continued **		

THIS SHIPMENT RECEIVED SUBJECT TO TERMS AND CONDITIONS OF UNIFORM MOTOR CARRIERS BILL OF LADING AS SHOWN IN TARIFF AND CLASSIFICATION FILED WITH THE INTERSTATE COMMERCE COMMISSION. ALL CLAIMS MUST BE PRESENTED WITHIN 24 HOURS AFTER DELIVERY.

A Date 1/9
P Time 10:30 AM
P Place
T Person

Received in good order

Firm

BY

G. Stewart

DEL'D BY

DATE

ARRIVAL TIME

7:00

SERVICE TIME

10:3

DEPARTURE TIME

12:0



INTEGRATED LOGISTIC SERVICES, INC.
WORLDWIDE WAREHOUSING - TRANSPORTATION - DISTRIBUTION SERVICES

Edison, NJ 08837

ORIGINAL LOCATIONS:

EDISON, NEW JERSEY
DALLAS, TEXAS
RANCHO DOMINGUEZ, CALIFORNIA

PRO No MAEU561821267
FF0022502/000



SHIP UP AT

LIZABETH, NJ 07207

BL NO.

MAEU5618

DATE

01/06/14

ASF CORP 100 PARK AVE FLORHAM PARK, NJ 07932

ALLINCKRODT INC 3501 NORTH SECOND STREET ST LOUIS, MO 63147

NO. PIECES	DESCRIPTION (WGT. SUBJECT TO CORRECTION) →	WGT. IN POUNDS	<input type="checkbox"/> In Emergency Call Chemtrec 800-424-9300 (If Box is Marked)
	** Continued From Previous Page ** TOTAL QUANTITY 72 DR TOTAL NET WGT 0 LB TOTAL GRS WGT 40900 LB PO# 636944 SOL# MAEU561821267 DOC# 4910348515 TERMS: Third		

SHIPMENT RECEIVED SUBJECT TO TERMS AND CONDITIONS OF UNIFORM MOTOR CARRIERS BILL OF LADING AS SHOWN IN TARIFF AND CLASSIFICATION FILED WITH THE INTERSTATE COMMERCE COMMISSION. ALL CLAIMS MUST BE PRESENTED WITHIN 24 HOURS AFTER DELIVERY.

A Date
P Time
P Place
T Person

Received in good order

Firm

BY

DEL'D BY

DATE

ARRIVAL TIME

SERVICE TIME

DEPARTURE TIME

EXHIBIT

3

Subsides

APMT Newark INTERCHANGE TICKET 2931
MSK: MAERSK LINE 06JAN2014 12:05
LOAD OUT LMDI: LMD INTEGRATED LOGIS 06JAN2014 16:48
DRIVER: ALVAREZ CHRISTIAN

CONTAINER: MRKU8675576 SIZE/TYPE: 20 DR 86
CHASSIS: OMN SIZE/TYPE:
VESSEL: 047 1401 1 PORT: ROT RELEASE:
GENERATOR: SCALE WT:
SEALINK ID: 156506 GROSS WT: 20.72 MT
CARGO WT: 18.52 MT

SEALS: *0667016*

** D and H CARGO **

Use of DCLI / TRAC Chassis Subject to Rental Agreement

No Truck Idling

LANE25

APMT Newark INTERCHANGE TICKET 0379
MSK: MAERSK LINE
EMPTY IN LMDI: LMD INTEGRATED LOGIS 14JAN2014 07:25
DRIVER: NOTA JULIO C

CONTAINER: MRKU8675576 SIZE/TYPE: 20 DR 86
CHASSIS: OMN SIZE/TYPE:
VESSEL: PORT: RELEASE:
GENERATOR: SCALE WT:
SEALINK ID: 161821 GROSS WT:
CARGO WT:

SEALS:

0361: Take empty container MRKU8675576 to yard position Row G331-A, Slot /, High

0557: Then exit terminal with your OMN chassis.

Use of DCLI / TRAC Chassis Subject to Rental Agreement

No Truck Idling

Lane - 05 R — 0033993060

LANE08

EXHIBIT

4

PUCO
Request for Additional Information

Inspection Report #: 3233003840 Carriers Name: LMD Integrated Logistic Services Inc.

Inspection Date: 1-8-14 Inspector ID: 3233 (Gatesman)

Compliance Officer: Magaziner-Tempesta (requested by Turek)

Today's Date: 5-19-14 Date by which Information is Needed: 6-2-14

Request for Additional Information: YES

Is there an attachment with this message: YES – Inspection report

Details:

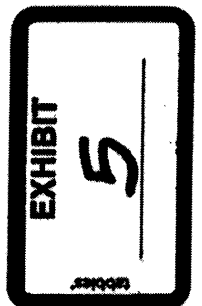
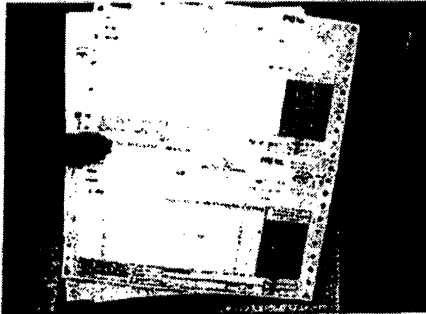
Carrier is disputing two violations from this inspection.

1. 177.823(a): Under code section 171.23(b)(10)(A), a class 6 label can be substituted for the Poison Gas or PIH label/placard when this involves an international shipment. Container remained with seal as well.
2. 177.817(a): Carrier is claiming to rely on what the shipper has provided as a shipping paper and is not able to know whether the paper is required to list PIH.

RESPONSE (052114 1505): Delete violations 177.823(a) and 172.502(a)(1).

Keep violation 177.817(a). 171.2(f) states "No person may transport a hazardous material in commerce unless the hazardous material is transported in accordance with applicable requirements of this subchapter, or an exemption or special permit, approval, or registration issued under this subchapter or subchapter A of this chapter. Each carrier who transports a hazardous material in commerce may rely on information provided by the offeror of the hazardous material or a prior carrier, unless the carrier knows or, a reasonable person, acting in the circumstances and exercising reasonable care, would have knowledge that the information provided by the offeror or prior carrier is incorrect.

I don't feel the carrier exercised reasonable care. If our inspector could determine it was wrong the carrier should have been able too. Also, the carrier made out their own shipping paper and had a basic description violation in addition to not listing the PIH.



EXHIBIT

6

Booklet

EMPLOYEE CERTIFICATION

for

HAZARDOUS MATERIALS' TRAINING AND TESTING

This is to certify that

Jose I. Guerra

has on this date 09/12/2012 completed

the training and has been tested on the following

COURSE OF STUDY

HAZMAT/ Security Awareness

Vincent Frannicken

TRAINER

7 Sheffield Lane

ADDRESS

Turnersville, NJ 08012

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/15/2014 5:17:10 PM

in

Case No(s). 14-0685-TR-CVF

Summary: Testimony Expert Testimony of Jeffrey Davis electronically filed by Mrs. Erin L Henson on behalf of Alden, John L. Mr.