

08-1554 UNION PACIFIC RAILROAD CO. V. REGAL-BELIOT CORP.

DECISION BELOW: 557 F.3d 985

LOWER COURT CASE NUMBER: 06-56831

QUESTION PRESENTED:

Most imports to or exports from the United States are transported in containers that are carried both by sea on ships and by land on trains or trucks. Such "intermodal" or "multimodal" transportation of goods now accounts for more than \$1 trillion each year in U.S. trade. The Carriage of Goods by Sea Act, 46 U.S.C. §30701 (Notes) ("COGSA"), governs the rights and liabilities of parties to an international maritime bill of lading. COGSA allows parties to such maritime contracts to extend COGSA liability terms by contract for the entire carriage - including any inland leg of the journey. 46 U.S.C. §30701 (Notes Sees. 7, 13). The Carmack Amendment to the Interstate Commerce Act ("ICA"), now codified at 49 U.S.C. §11706 (rail carriers) and 49 U.S.C. §14706 (motor carriers), supplies the default liability regime for rail and motor carrier transportation within the United States. Other provisions of the ICA authorize carriers to contract out of Carmack's default rules. See 49 U.S.C. §10709. The question presented is:

Whether the Ninth Circuit must be reversed because it erroneously held, in conflict with four other circuits, that the Carmack Amendment applies to the inland leg of an international, multimodal shipment under a "through" bill of lading, and also erred by holding that carriers providing exempt transportation cannot contract out of Carmack under 49 U.S.C. §10709 or by offering Carmack-compliant terms to the rail carrier's own direct customer?

CONSOLIDATED WITH 08-1553 FOR ONE HOUR ORAL ARGUMENT.

CERT. GRANTED 10/20/2009