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BEFORE THE  
FEDERAL MARITIME COMMISSION

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Docket No. 09-01

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

MITSUI O.S.K. LINES, LTD.,  
COMPLAINANT,

v.

GLOBAL LINK LOGISTICS, INC.; OLYMPUS PARTNERS, L.P.;  
OLYMPUS GROWTH FUND III, L.P.; OLYMPUS EXECUTIVE FUND, L.P.; LOUIS J.  
MISCHIANI; DAVID CARDENAS; KEITH HEFFERNAN;  
CJR WORLD ENTERPRISES, INC.; and CHAD J. ROSENBERG,

RESPONDENTS.

**RESPONDENT AND CROSS COMPLAINANT GLOBAL LINK LOGISTICS, INC.'S  
REPLY BRIEF IN SUPPORT OF CONTRIBUTION CLAIMS  
AGAINST OLYMPUS RESPONDENTS**

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Dated: May 31, 2013

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RESPONDENTS.

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RESPONDENT AND CROSS COMPLAINANT GLOBAL LINK LOGISTICS, INC.'S  
REPLY BRIEF IN SUPPORT OF CONTRIBUTION CLAIMS  
AGAINST OLYMPUS RESPONDENTS

The Olympus Respondents defense primarily focuses upon the fact that the Commission purportedly lacks jurisdiction over the Olympus Respondents because as former owners and executives of Global Link they did not personally participate in the Shipping Act violations alleged. In so arguing, the Olympus Respondents simply ignore the facts in the record. They also ignore the Arbitration Panel's findings that, despite being in a position of authority to prevent split routing, the Olympus Respondents permitted the practice to persist for years. Under these circumstances, they are collaterally estopped from now arguing that they played no role in the Shipping Act violations. The Olympus Respondents restrictive reading of the scope of the Commission's jurisdiction is contrary to well established law and would preclude the Commission from meaningfully enforcing the Shipping Act. Finally, the Olympus Respondents attempt to reargue the Commission's holding that under the appropriate circumstances

contribution claims are cognizable under the Shipping Act. The Commission's holding, however, is the law of the case and thus binding. Further, these are the appropriate circumstances to apply the contribution principles where the damages alleged by MOL were caused by the actions of the Olympus and Rosenberg Respondents rather than Global Link's current owner, which was an unwitting victim of their fraudulent deception.

**Evidence in the Record Establishes that the Olympus  
Respondents Played an Active Role in Global Link's Operations  
Including its Split Routing Operations**

Global Link has presented substantial evidence establishing that the Olympus Respondents and their principals, who were officers or directors (or both) of Global Link played an active role in Global Link's operations during the relevant time period. David Cardenas: 1) communicated with management at Global Link on a regular basis in person, by phone and by email; 2) traveled to Hong Kong and south China with the Global Link management team to meet with Global Link's customers and vendors, including representatives of Hecny; 3) discussed the details of Global Link's shipping operations, including how to obtain container space and how to be treated as a preferential customer during customer peak season; 4) was actively involved, along with Chad Rosenberg, in identifying and recruiting Global Link's management team; 5) hired Global Link's Chief Operating Officer; 6) was fully aware of Global Link's ongoing split routing; 7) admits that as an executive of the company he did nothing to stop the split routing practice; 8) refused to take any action to stop split routing, even after being informed that there were questions about the legality of the practice; 9) never followed up on the issue with anyone; 10) candidly admits that even if management knew split routing was contrary to FMC regulations, he would not necessarily have wanted them to tell him; and 11) would not have been surprised to learn that legal counsel advised that split routing exposed Global Link to

possible Shipping Act violations. *See* Contribution Proposed Findings of Facts (“CFOF”) 48, 50, 53, 54, 56, 58-60, and 61.

Keith Heffernan, who was also a principal of the Olympus Respondents: 1) communicated with management at Global Link on a regular basis in person, by phone and by email; 2) communicated with all the members of Global Link’s senior management team; 3) played a role in doing due diligence on IT systems, like a “track and trace system” in regard to shipments, which helped Global Link keep track of where containers were in the course of their shipment; 4) knew by the summer or fall of 2003 that Global Link was handling shipments for which the final destination of the container was different than how it was booked with the steamship line; 5) was aware that management consulted with an attorney in regard to the practice; 6) testified that he was not sure that he wanted to know if split routing was illegal; 7) was not sure that it would have been important to him. *See* CFOF 49, 63, 64, 66, 67, 68, 69 and 70.

This evidence flatly contradicts the Olympus Respondents assertion that their only connection to this case is that OEF and OGF sold securities of Global Link. Olympus Opposition Brief at 3-4. Instead, Global Link’s contribution claim is predicated upon the fact that the Olympus Respondents principals were fully aware of the ongoing split routing, did nothing to stop it -- despite being in a position of authority requiring them to do so -- and then reaped a huge financial windfall as a result of allowing such Shipping Act violations to persist.

**The Evidence Global Link Relies Upon is Admissible**

The Olympus Respondents seek to overcome this damning evidence of their principals’ knowledge and direct involvement in Global Link’s operations, including split routing, by suggesting that the evidence is inadmissible. Such an argument fails as a matter of law.

The vast majority of the evidence relied upon to establish the Olympus Respondents' direct involvement in the split routing comes from the testimony of the Olympus Respondents themselves. The Olympus Respondents nonetheless suggest that it constitutes inadmissible hearsay under the Federal Rules of Evidence. This is incorrect; not only because administrative proceedings are not governed by the Federal Rules of Evidence, but also because even under the Federal Rules party admissions do not constitute hearsay.

Fed. R. Evid. 801(d)(2)(A) expressly provides that statements offered against an opposing party that are made by that party do not constitute hearsay. Courts have uniformly recognized this based upon the plain language of the Rule. *See, e.g., United States v. McDaniel*, 398 F.3d 540, 545 (6<sup>th</sup> Cir. 2005) (Rule 801(d)(2)(A) excludes admission by a party-opponent (which are offered against the party) from the definition of hearsay because the adversarial process allows the party-declarant to rebut his or her own admissions by testifying at trial); *United States v. Workinger*, 90 F.3d 1409, 1415 (9<sup>th</sup> Cir. 1996) (transcript constituted an admission by a party opponent and thus was not hearsay.) Accordingly, under the Federal Rules of Evidence, the testimony is admissible.

Moreover, admissibility of evidence in an administrative proceeding such as this one is governed by the Administrative Procedures Act, not the Federal Rules of Evidence. *Anderson v. United States*, 799 F Supp. 1198, 1202 (CIT 1992). Consistent with that well established precedent, the Commission regulations provide in relevant part that all evidence which is relevant, material, reliable and probative shall be admissible. 46 C.F.R. § 502.156. The evidence presented here easily satisfies that standard. The testimony consists of the Olympus Respondents' own principals under oath. Presumably, the Olympus Respondents are not taking the position that they were perjuring themselves in the Arbitration proceeding. Thus, there is no

reason to believe that their testimony is so untrustworthy that it must be disregarded. Further, the testimony is clearly relevant and material because it goes to the heart of the issue of whether the Olympus Respondents were directly involved in Global Link's shipping operations and whether they were active participants in the split routing.

**The Olympus Respondents Are Collaterally Estopped From Arguing That They Were Not Knowing Participants in Global Link's Split Routing**

As reflected in Global Link's Opening Brief in support of its contribution claim, it is a fundamental precept of common-law adjudication, embodied in the related doctrines of collateral estoppel and *res judicata*, that a right, question or fact distinctly put in issue and directly determined by a court of competent jurisdiction cannot be disputed in a subsequent suit between the same parties. *Montana v. United States*, 440 U.S. 147, 153 (1979) (citations omitted). The Olympus Respondents do not dispute that principle of law but argue that because the Arbitration Panel did not reach the issue of whether split routing was a violation of Section 10(a)(1) of the Shipping Act, the Panel's decision has no preclusive effect. That argument ignores the fact that Arbitration Panel, after hearing extensive testimony and after extensive briefing, made findings of fact that preclude the Olympus Respondents from now arguing that they were not direct participants in Global Link's split routing. Specifically, the Arbitration Panel found that the Olympus (and Rosenberg) Respondents, as principals, officers and directors of Global Link, were fully aware of the split routing practices at issue and failed to prevent or disclose the ongoing practice. CFoF 96-97. Such a holding, in a proceeding in which the Rosenberg and Olympus Respondents fully participated and vigorously defended against the allegations asserted, collaterally estops them from now contending that they were mere shareholders and not involved "as individuals or entities" in the split routing practices at issue.

*Id.*

The Panel expressly found not only that Rosenberg implemented and directed the split routing, but that Olympus personnel overseeing Global Link were also fully aware of the split routing and did nothing to prevent the ongoing practice. Thus, the Arbitration Panel considered and answered the question posed by the Commission at page 38 of its Order, *i.e.*, are the Olympus Respondents named “as individual [respondents] or entities rather than mere shareholders of Global Link.”

Respondents’ argument that the Seller Respondents cannot be held “directly liable for fraud attributable to Global Link, citing two Delaware Chancery Court decisions, misses the mark. We are not affixing direct liability on the Olympus respondents and CJR Enterprises as shareholders . . . by piercing Global Link’s corporate veil. *Rather the panel finds the two Olympus and CJR World Enterprises Seller Respondents liable under established agency law as principals* on whose behalf and at whose request Global Link management made disclosures that we find to have been fraudulently inadequate during the due diligence process.

Arbitration Order at 38 (emphasis supplied). CFoF 104.

The remainder of the Panel’s Order confirms the validity of that conclusion and dictates that the Presiding Judge find the Rosenberg and Olympus Respondents liable for the Shipping Act violations at issue, rather than the current owners of Global Link, who had no ownership interest during most of the time period at issue (2004-2006), no real knowledge of the split routing during any of the time period at issue, and who subsequently acted as quickly as was feasible to end the split routing.

Faced with the evidence in the record, and the Arbitration Panel’s findings, the Olympus Respondents argue they cannot be found liable because they did not personally book the ocean transportation at issue. Olympus Brief at 19-20. Such a restrictive reading as to the scope of the Shipping Act, would render it meaningless. Under the Olympus Respondents approach, only low level employees who actually pick up containers or sign a shipping contract could ever be

held liable for a Shipping Act violation.<sup>1</sup> That argument does not float. The notion that an executive of a company can knowingly permit Shipping Act violations to persist for years, obtain a windfall as a result of those violations, and then be insulated from liability because he made sure his minions actually booked the cargo or negotiated the service contracts is ludicrous.

Liberal, purpose driven readings of the Shipping Act are justified and desirable where a particular provision is broadly written, thus signifying an intent by Congress that Commission jurisdiction should not be narrowly construed. *Volkswagenwerk Aktiengesellschaft v. FMC*, 390 U.S. 261, 273-75 (1968); *Plaquemines Port Harbor and Terminal District v. FMC*, 838 F.2d 536, 542-43 (D.C. Cir. 1968). The Shipping Acts of 1916 and 1984 have long been recognized as remedial statutes. *Oakland Motor Car Co. v. Great Lakes Transit Corp.*, 1 U.S.S.B. 308, 311-12 (1934); *Tariff Filing Practices of Containerships, Inc.*, 9 F.M.C. 56, 69 (1965). When a statute is recognized as remedial, it is to be broadly construed so as to “suppress the evil and advance the remedy.” Norman J. Singer, Statute and Statutory Construction, Section 60:1 (6<sup>th</sup> Ed. 2001). The policy that a remedial statute should be construed so as to effectuate its intended remedial purpose is firmly established. *California v. United States*, 320 U.S. 577, 584 (1944); *Nepera Chemical, Inc. v. FMC*, 662 F.2d 18, 22 (D.C. Cir. 1981). Thus, even where there is ambiguity in a remedial statute, it should be construed to address the problems that are within the purpose of the law. *Nepera Chemical*, 662 F.2d. at 22.

Here, the Olympus Respondents would turn that doctrine on its head by having the Commission find that the parties responsible for implementing and overseeing the Shipping Act violations at issue are beyond the Commission’s jurisdiction because they did not personally handle the cargo. There is no legitimate basis for such a conclusion.

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<sup>1</sup> Mr. Rosenberg would be liable under even that constricted reading of the statute because he did sign the service contracts at issue.

The Commission has long recognized that an individual can be held liable for Shipping Act violation when he directs and controls the corporate entities involved. *See e.g., Martyn Merritt et al Possible Violation of Section 10(a)(1) and 10(b)(1) of the Shipping Act of 1984*, 25 S.R.R. 1295 (FMC 1990). It is also well established that corporations are liable for the acts and omission of their employees and agents. Thus, the knowledge and action of Heffernan and Cardenas are directly attributable to the Olympus Respondents.<sup>2</sup>

Here, it is not even necessary for the Commission to pierce the corporate veil in order to hold the Olympus Respondents liable because they fall within the broad definition of a “person” under the relevant provisions of the Act. *See, e.g., 1 U.S.C. § 1*;<sup>3</sup> *see also* Arbitration Award at 38 (not affixing direct liability on the Olympus respondents and CJR Enterprises as shareholders . . . by piercing Global Link’s corporate veil, “[r]ather the panel finds the two Olympus and CJR World Enterprises Seller Respondents liable under established agency law as principals”), Contribution App. 41. If need be, however, the Commission has long recognized its authority to disregard the corporate entity when necessary to effectuate the goals of the Shipping Act. “It is settled law that the corporate entity may be disregarded if failure to do so would aid in the perpetration of a fraud or the circumvention of an applicable statute.” *In the Matter of Agreement 9597 Between Flota Mercante Gran Centroamericana et al.*, 12 F.M.C. 83, 101-02 (1968); *see also Schenley Distillers Corp. v. United States*, 326 U.S. 432, 437 (1946) (“corporate entities may be disregarded where they are made the implement for avoiding a clear legislative

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<sup>2</sup> The Commission authority addressing the liability of individuals for overseeing Shipping Act violations, even when not directly involved in the day to day activities or individual transactions, is fully addressed by the MOL in its Reply Brief at pages 12-27 and need not be repeated here. MOL’s Reply Brief also addresses the precedent establishing that corporations are liable for the acts and omission of their employees and agents and will not be repeated here. (Ironically, however, MOL ignores that well-established precedent in seeking to insulate itself from its own employees’ actions.)

<sup>3</sup> The definition of “person” in the Shipping Act was removed during its recordation in 2006 as unnecessary because the term is similarly defined in 1 U.S.C. § 1. House Report 109-170, 2006 U.S. Code Cong. and Admin. News at 1001.

purpose”); *Agreement of Nicholson Universal Steamship Co*, 2 U.S.M.C. 414, 420-21 (1940) (corporate veil pierced when used to protect fraud).

**The Commission Correctly Ruled That Permitting Contribution  
Claims is Consistent with the Goals of the Shipping Act**

The Olympus Respondents seek to reargue the Commission’s prior decision that a claim for contribution is consistent with the remedial goals of the Shipping Act under the appropriate circumstances. This attempt is unavailing. Because the Commission’s decision is the law of the case, as well as binding precedent, the Presiding Judge must follow the Commission’s Decision of August 1, 2011.

Such a conclusion is only buttressed by the fact that the Commission’s ruling is clearly correct. The Commission’s holding is consistent with established principles requiring that the Shipping Act be construed so as to effectuate its goals -- by imposing liability against the parties actually responsible for Shipping Act violations. In its ruling, the Commission recognized that it may exercise flexibility in determining remedies for Shipping Act violations, particularly given the broad language of the Act dictating that the Commission shall direct the payment of reparations for actual injury caused by violations of the Act. 32 S.R.R. at 138-39. Such a conclusion is further supported by the fact that “[t]here is nothing in the Shipping Act provision concerning reparations, or in the legislative history, which suggest that Congress intended to preclude proportional liability for reparations . . . .” *Id.* at 138.

The broad language of the relevant provisions of the Shipping Act provides that any person may bring an action against any other person for violations of the Act and may seek reparations for an injury caused to the complainant. 46 U.S.C. § 41301. Here, Congress has broadly drafted the relevant provision of the Shipping Act to allow suit by any person, and, in the case of Section 10(a), against any person, alleging a violation of the Act. “Obviously there is

virtually no limitation on the entity that may file a complaint because “person” as defined in section 3(20) the 1984 Act is deemed to include “individuals, corporations partnerships, and associations existing under or authorized by the laws of the United States or of a foreign country.” *International Ass’n of NVOCCs v. Atlantic Container Line*, 25 S.R.R. 167, 175 (ALJ 1989). Similarly, section 10(a) of the Act may be asserted against any person. “As section 10 (a) shows, Congress did make all ‘persons’ liable for some Shipping Act violations. . . . In enforcing section 10(a), the Commission may reach any U.S. or foreign individual or enterprise.” *International Ass’n of NVOCCs v. Atlantic Container Line*, 25 S.R.R. 734, 742 (FMC 1990).

Thus, pursuant to the plain terms of these sections, Global Link may seek reparations for injury caused to it by the Olympus Respondents as a result of their engagement in split routing practices in violation of the Shipping Act. Here, Global Link seeks contribution for the same Shipping Act violations for which MOL seeks reparations pursuant to its Complaint pending before the Commission. In particular, MOL claims that Olympus violated Sections 10(a)(1) of the Shipping Act, 46 U.S.C. § 41102(a) and (c) respectively, by engaging in fraudulent and willful efforts to obtain ocean transportation for property for less than the rates or charges that would otherwise apply. MOL Complaint at 7. MOL also claims that Olympus violated 46 C.F.R. § 515.31(e), which prohibits the making or provision of false or fraudulent claims or false information. *Id.* It is upon this factual basis that Global Link seeks a remedy. Just as the Commission has jurisdiction and the authority to award reparations for damages to MOL resulting from violations of the Shipping Act, it has the same authority to award reparations to Global Link for damages resulting from such violations.

Olympus relies upon the Supreme Court’s holding in *Northwest Airlines, Inc. v. Transport Workers Union of America AFL-CIO*, 451 U.S. 77 (1981) as authority for the

proposition that Congress did not delegate authority to the FMC to grant awards for indemnification or contribution. That case, however, is inapposite. There, the Court was addressing a statute that did not provide for a private right of action on behalf of the plaintiff. *Id.* at 91. Here, in contrast, the statute expressly provides that any person injured by a violation of the Shipping Act is entitled to sue for reparations. Thus, Global Link falls squarely within the parties entitled to seek recovery under the statute. Moreover, it has long been recognized that the Commission may, within the framework of the Shipping Act, fashion the tools for remedying violations of the Act. *California v. United States*, 320 U.S. 577, 584 (1944). This includes the ability to adopt and use “traditional principles under the law of damages” including, possibly, “principles of contribution or market-sharing of liability among respondents” even if there is “nothing specific in the Shipping Act showing a Congressional intent that the Commission apply such doctrine in reparations cases.” *Int’l Association of NVOCCs v. Atlantic Container Line*, 25 S.R.R. 675, 686-688 (ALJ 1990). Thus, there is “no reason for giving the statutory remedy a procedural narrowness” that would preclude its enforcement. *See Isthmian S.S. Co. v. United States*, 53 F.2d 251, 253 (S.D. N.Y. 1931), *quoted in Mar-Mol Co. and Copy Corp. v. Sea-Land Services, Inc.*, 127 S.R.R. 850, 863 (ALJ 1996).<sup>4</sup> Accordingly, the Commission correctly recognized that it has the authority to award reparations via contribution.

### **Contribution Would Not Result in Double Recovery for Global Link**

The Olympus Respondents argue that forcing it to pay its proportional share of the damages it allegedly caused MOL would be unfair because it would constitute a double recovery for Global Link. The undisputed facts establish that this is incorrect.

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<sup>4</sup> *Northwest Airlines* is also distinguishable because employers there were not members of the class for whose benefit the Equal Pay Act was enacted. *Id.* at 91-92. Here, however, Global Link falls within Congress’s exceedingly broad definition of a person who may bring suit for reparations as a result of being harmed by violations of the Shipping Act.

In the arbitration, Global Link sought damages based on the Sellers' breach of representations in the Stock Purchase Agreement. Global Link also initially sought damages for potential third-party claims or other contingent liabilities. The Arbitration Panel, however, quickly concluded that such contingent and uncertain damages were not ripe. In so doing, the Panel observed that:

Claimants allege that when they acquired the stock of GLL Holdings, they assumed "millions of dollars in concealed contingent liabilities for potential fines and/or damages under the Shipping Act and other laws" . . . . yet Claimants do not allege that they have compensated any carrier for prior undercharges [or] that any carrier has requested such compensation . . . . None of these consequences has been visited upon Claimants in the nine months since they ceased the practice of re-routing, nor have Claimants alleged any factual basis for believing that any of these "concealed contingent liabilities" will ripen into actual liabilities.

Partial Award and Decision on Respondents' Motion to Dismiss (March 25, 2008) at 16, Supplemental Finding of Fact 131, Supplemental Appendix. 190. Thus, the Arbitration Panel clearly did not address such damages, nor could it have done so.<sup>5</sup>

In issuing its Final Award, the Panel also clearly stated that its damages calculation was designed to address the costs associated with phasing out the split-routing practice, citing the following variables: "how quickly split-routing could have been eliminated, what it would have cost the Company to do so, what increase in risk premium a buyer would have demanded, and what effect eliminating split-routing would have had on revenues." Partial Final Award at 53-54, Contribution App. 56-57. The Panel continued by noting that its calculation was "guided by the principle that a buyer which had been properly informed of the split-routing practice would have prudently reduced an expected purchase price of Global Link to reflect a discount for the structural adjustments necessary for the company to phase out that practice and secure a sustainable cost structure for a period of time after acquisition." *Id.* The Panel properly made no

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<sup>5</sup> The Arbitration Panel's ruling was clearly well founded as at that time it was uncertain whether MOL or any other carrier might assert such a claim, and, if they did, what liability Global Link might have in that regard.

reference to any third-party complaint or related damages, because there was no foundation for such damages.

In light of this holding, the Olympus Respondents argument that Global Link was awarded damages for potential suits by carriers is wrong.

**Global Link Is Entitled to Assert a Contribution Claim Prior to Entry of Judgment Against it and Prior to Payment of a Reparations Claim**

The Olympus Respondents next argue that Global Link's cross claim must be dismissed because Global Link's contribution claim does not become ripe until Global Link is obligated to pay more than its fair share of any reparations to which MOL is entitled. The Olympus Respondents argument ignores well-established law that a defendant may bring in as a third-party defendant a party "who is or who may be liable to it for all or part of the claim against it." *See* Fed. R. Civ. P 14(a).<sup>6</sup> Thus, Rule 14(a) permits a defendant "to pursue contribution and indemnity claims even though the defendant's claim is purely inchoate, *i.e.*, has not yet accrued under the governing substantive law- so long as the third party defendant may become liable for all or part of the plaintiff's judgment." *Hillbroom v. Israel*, 2012 WL 2168303 \* 2 (D.N. Mariana Isl. 2012); *see also, Andrulonis v. United States*, 26 F.3d 1224, 1233 (party may implead a joint tortfeasor for contribution before right to contribution accrues because this party may be liable to the defendant for a share of the plaintiff's primary judgment."); *American Contractors Indemnity Co. v. Bigelow*, 2010 WL 5638732 \* 2 (D. Ariz. 2010) (recognizing that circuit courts have uniformly recognized that defendants may pursue contribution and indemnity claims even though the claim is inchoate). Rule 14 is predicated upon the common sense recognition that it is preferable to permit all claims arising out of the same transaction or

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<sup>6</sup> Pursuant to 46 C.F.R § 502.12, the Federal Rules of Civil Procedure apply unless there is a Commission Rule specifically addressing the issue.

occurrence to be heard and determined in the same action. *See* Commentary to Fed. R. Civ. P. 14 (1946 Amendments). Accordingly, the Olympus Respondents ripeness defense lacks merit.

**The Arbitration Panel's Decision Does Not Preclude Global Link's Indemnity Claim**

The Olympus Respondents assert that Global Link is bound by the Panel's finding that MOL was aware of the practice of split routing. That, of course is the position that Global Link has espoused and continues to espouse in this case. To the extent that the fact finder agrees, Global Link's contribution claim is moot. If, however, the fact finder disagrees, Global Link is entitled to contribution.

**Conclusion**

The Olympus Respondents became aware of Global Link's split routing practices in 2003. Despite being in a position of authority requiring them to prevent the practice, they allowed the Shipping Act violations to continue for a period of three years and then obtained a financial windfall by selling the company to Global Link's current ownership without disclosing the ongoing illegal activities. As such, they are liable for the Shipping Act violations that occurred under their watch.

The Olympus Respondents are not immune from liability simply because they did not personally book the ocean transportation at issue. Executives of a company cannot knowingly allow Shipping Act violations to persist for years and then be insulated from liability because they had their underlings actually book the cargo. Accordingly, the Olympus Respondents should be held responsible for any legally recognizable damages suffered by MOL.

Respectfully Submitted,

*Brendan Collins*

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DATE: May 31, 2013

CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressees at the addresses stated by depositing same in the United States mail, first class postage prepaid, and/or via email transmission, this 31st day of May, 2013:

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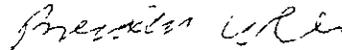
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