CC: OS/OGC
ALJ(2)
ORIGINAL BOE
Pub

RECEIVED
2010 NOV 23 PM 1 02
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

BEFORE THE
FEDERAL MARITIME COMMISSION

DRAFT CARGOWAYS (INDIA) PVT. LTD	)
	)
Complainant,	)
	)
v.	) DOCKET NO.10-10
	)
	)
DAMCO USA, INC.	)
DAMCO A/S	)
A.P. MOLLER-MAERSK A/S	)
GLENCORE LTD.	)
ALLEGHENY ALLOYS TRADING, L.P.	)
	)
Respondents.	)

VERIFIED AMENDED COMPLAINT

Complainant, DRAFT CARGOWAYS (INDIA) PVT. LTD. ("DRAFT") on its behalf by its attorneys, Rodriguez O'Donnell Gonzalez & Williams, P.C hereby files its Verified Complaint against Respondents DAMCO USA, INC. ("DAMCO US"), DAMCO A/S and A.P. MOLLER-MAERSK A/S ("MAERSK") pursuant to Sections 8(a)(1), 10 (b) (2) (A), 10(b)(11), 10(b)(13), and 10 (d) (1) of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (the "Shipping Act"), 46 U.S C. §§ 40501 (a) (1), 41104 (2) and (11), 41103 (a) and 41102 (c), 46 C.F.R. Part 520, and pursuant to the Federal Maritime Commission's ("FMC") authority under Section 11 (a) of the Shipping Act, 46 U.S.C. § 41301 (a), and against Respondents Glencore Ltd. ("GLENCORE") and Allegheny Alloys Trading LP ("ALLEGHENY") pursuant to Section 10 (a) (1) of the Shipping Act, 46 U.S.C. § 41102 (a), and Section 11 (a) of the Shipping Act, 46 U.S.C. § 41301 (a), alleges upon information and belief the following:

PARTIES

1. DRAFT is a corporation organized and existing pursuant to the laws of India, with its principal place of business at 87, Moore Street, Chennai-600 001, India. DRAFT is registered as a foreign corporation in the State of Virginia. As here relevant and pursuant to 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520, DRAFT, is currently, and was a duly bonded, tariffed and licensed Non-Vessel Ocean Common Carrier ("NVOCC") for the pertinent period of this Complaint. DRAFT was licensed by the Commission on April 15, 2005, and issued License FMC No. 018522

2. Upon information and belief, Respondent DAMCO US is a corporation organized and existing pursuant to the laws of the State of Delaware with its principal place of business at 2 Giralda Farms, Madison Ave, Madison, NJ 07940. DAMCO US is licensed as an NVOCC in the waterborne foreign commerce of the United States and as a freight forwarder (FMC License No. 021267NF), pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R Part 520 of the Federal Maritime Commission Regulations. DAMCO US' surety bond endorsement (Bond No NVOC1213 issued by Safeco Inc.) indicates that DAMCO US' previous name was APM Global Logistics USA Inc. dba Damco dba Damco USA dba Damco Maritime dba Damco Sea and Air dba DSL Star Express dba Maersk logistics, and effective on September 18, 2009, its name was changed to Damco USA Inc. dba Damco dba Damco Maritime dba Damco Sea and Air dba DSL Star Express dba Maersk Logistics.

3. Upon information and belief, Respondent DAMCO A/S is a corporation organized and existing pursuant to the laws of Denmark, with its principal place of

business at Kalkbraenderihavnsgade 4, 2100 Copenhagen, Denmark. DAMCO A/S is an NVOCC registered with the Federal Maritime Commission under FMC Organization No. 020956 pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520 of the Federal Maritime Commission Regulations and issued all bills of lading relevant to this Complaint.

4. Upon information and belief, Respondent MAERSK is a corporation organized and existing pursuant to the laws of Denmark with its principal place of business at 50 Esplanden, Copenhagen, Denmark.

5. MAERSK is a vessel operating common carrier operating in the U.S. global trades with tariffs published for the United States trades pursuant to the Shipping Act and implementing regulations and was the underlying ocean common carrier utilized by DAMCO A/S for all the shipments subject of this Complaint.

6. Upon information and belief, Respondent GLENCORE is a Swiss corporation with its principal United States business location at 301 Tresser Blvd, CT, 06901.

7. Upon information and belief, Respondent ALLEGHENY is a limited partnership organized and existing pursuant to the laws of the state of Pennsylvania with its registered business place at 404 Duquesne Dr, Pittsburgh PA 15243.

FACTUAL ALLEGATIONS

8 During the period commencing on or about December 2007 continuing through on or about November 2008, DAMCO A/S provided NVOCC services to DRAFT for shipments originating at Indian Ports for delivery at the Port of Baltimore via the Port of Discharge, Norfolk, VA, pursuant to the following bills of lading , pertinent to

this Complaint, issued by Maersk India Pvt. Ltd. (Logistics Division), as agent for carrier, DAMCO A/S:

a) CCU0005523

b) CCU0005271

c) CCU0005727

d) CCU0005739

e) CCU0005743

f) CCU0005746

g) CCU0005978

h) CCU0005351

(Copies of the above bills of lading, CCU0005727, CCU0005739, CCU0005743, CCU0005746, CCU000551, herein attached as Exhibit 1.)

9. For the shipments subject of this proceeding as listed herein in Paragraph 6, DAMCO A/S as a carrier issued its house bills of lading to DRAFT as a shipper and/or consignee. The underlying ocean common carrier retained by DAMCO A/S to accomplish DAMCO A/S' transport obligations as a carrier for each of these shipments was MAERSK.

10. For the shipments subject of this proceeding as listed herein in Paragraph 6, DAMCO A/S, a foreign domiciled NVOCC, registered with the FMC, utilized as its delivery agent in the United States DAMCO US, a licensed Ocean Transportation Intermediary, as is required by the Commission's regulations at 46 C. F.R. §515.3 which states in pertinent part that "[o]nly persons licensed under this part may furnish or contract to furnish ocean transportation intermediary services in the

United States on behalf of an un-licensed ocean transportation intermediary." DAMCO A/S is registered with the Commission, but not licensed.

11. Upon information and belief, DAMCO US, invoiced and attempted to collect amounts from Complainant for demurrage and detention for shipments in the amount of $174,412.50 for containers shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified in Paragraph 6 a) through g) herein.

12. Upon information and belief, DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of $6,300.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bill of lading as previously identified in Paragraph 6 g) herein---i.e., bill of lading, CCU0005978.

13. Upon information and belief, DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of $14,425.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified in Paragraph 6 a), b), e), f) and g) herein---i.e., bills of lading, CCU0005351, CCU0005523, CCU0005727, CCU0005743, CCU0005746, CCU0005978.

14. Upon information and belief, during the period when the shipments subject to this Complaint and when the demurrage and detention described in Paragraph 9, 10 and 11 herein, DAMCO A/S' published tariff did not contain any demurrage and detention provisions and is not entitled to collect or attempt to collect charges not contained in its tariff. DAMCO A/S did not publish an effective initial "Free Time and

Demurrage" provision in their tariff until May 1, 2010, a time not relevant to subject shipments. That provision provides:

> Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is /was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper o consignee or holder of bill of lading will be for the account of cargo without in any way affecting the liability of the carrier of the condition of cargo.

This clause, whether lawful or not, exactly describes the manner by which DAMCO A/S charged or has been charging its customers for demurrage for the shipments transported before DAMCO A/S had a demurrage clause in its tariff.

15 Notwithstanding that DAMCO A/S pursuant to the Shipping Act cannot lawfully collect or attempt to collect for **charges not contained in its tariff**, DAMCO US has deliberately, with intent to mislead, made the following false representations, misleading statements or omissions in a Complaint (Exhibit 2 herein, without attachments) filed in the United States District Court for the Eastern District of Virginia (the "Court") filed August 19, 2010 with regard to the DAMCO A/S shipments and corresponding demurrage and detention charges herein described in Paragraph 6:

> a) **False statement, misleading statement that DAMCO US as agent for MAERSK issued bills of lading to Complainant. No MAERSK bills of lading were either issued to DRAFT or even provided to the Court since the MAERSK bills of lading would not have indicated that DRAFT was a party to these bills of lading.**
>
> "During the period from approximately December, 2007, through November, 2008, Defendant was the owner, exporter, **shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of plaintiff as agent for Maersk**. The said shipments were transported

between foreign ports and the United States on board vessels owned or operated by Maersk for which equipment detention and demurrage charges in the total amount of $ 174,412.50 **lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage."** (Emphasis supplied) (Exhibit 2, Paragraph 12).

In Commission Docket No. 10-03, filed June 8, 2010, DAMCO A/S unequivocally stated to the Commission: "Damco USA acts as Damco's agent in the United States." (Exhibit 3 herein).

DAMCO A/S tariff provides:

> Name and Address of Resident Agent:
> Damco USA/Attorney in Fact for Damco A/S
> 2 Giralda Farms, Madison, NJ 07940
> (Exhibit 4 herein).

DAMCO USA tariff provides:

> Name and Address of Resident Agent:
> Damco USA/Attorney in Fact for Damco A/S
> 2 Giralda Farms, Madison, NJ 07940
> (Exhibit 5 herein)

b) **False, misleading statement to Court that MAERSK or DAMCO US, as its agent, issued bills of lading to Complainant and that, therefore, Complainant is subject to the charges in MAERSK's tariff, and that failure to pay by Complainant is a violation of the Shipping Act.**
"Under the Shipping Act of 1984, 46 U.S.CA §§40101 et. seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of Plaintiff to collect the entire amount may be subject to severe penalties. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff." (Exhibit 2, Paragraph 9, 10).

c) **False, misleading statement to Court that MAERSK has performed services for Complainant pursuant to MAERSK's contract with DRAFT. DRAFT has no contract with MAERSK.**
"Plaintiff has performed each and all of its obligations, actual and implied, **arising pursuant to its contract with Defendant and imposed by law**." (Emphasis supplied). ((Exhibit 2, Paragraph 15).

d) **False, misleading statements to Court that MAERSK bills of lading provisions apply to DRAFT for the shipments subject of the lawsuit. To mislead the Court, DAMCO US quotes extensively from bill of lading language in MAERSK's bill of lading, and DAMCO US does not provide DRAFT copies of MAERSK's bills of lading because they would not identify DRAFT as a party thereto.**

(Exhibit 2, Paragraphs 7, 8, and 16).

16. Respondents have repeatedly utilized a "bait and switch" scheme described herein in misleading the shipping public, including DRAFT, and the aforementioned Court by utilizing DAMCO US, DAMCO A/S, and MAERSK as interchangeable parts with a complete disregard of the requirements of the Shipping Act as to each of those entities as regulated persons subject to the Shipping Act. See Exhibit 6 herein indicating that the above scheme is a "practice". On August 19, 2010, DAMCO US filed an almost identical Complaint in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

17 By utilizing this scheme, Respondents have attempted to impose the terms and conditions of MAERSK's bills of lading and tariffs without the shipping public, including DRAFT, having any knowledge that it was, in fact dealing with MAERSK, and not the parties with whom it had contracted----in this case, DAMCO A/S.

18. Upon information and belief, to some degree the demurrage and detention which MAERSK invoiced occurred due to non-availability of chassis at terminals, or untimely updated terminal release status reports, or due to DAMCO US' agreement to extend free time to DRAFT and/or its customers due to the aforementioned

circumstances, and then by MAERSK failing to uphold the agreements entered into by DAMCO US.

19. By utilizing the aforementioned "bait and switch" strategy, Respondents knowingly disclosed, offered, solicited and received information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered or delivered to DAMCO A/S with regard to DRAFT and its U.S. and Indian customers without the consent of DRAFT and using that information to the detriment and disadvantage to DRAFT, an NVOCC, and inappropriately disclosing that information to competitors---i.e., MAERSK. DRAFT has lost significant business to MAERSK generated by its Indian accounts related to subject shipments.

20. On October 29, 2010 DRAFT filed the initial Complaint with the Commission, and thereafter, on the same day it also filed a Motion to Dismiss and Motion to Stay the Action (the "Combined Motions") with the Court. The Combined Motions moved the Court for an Order pursuant to 12(b)(1), (6) and (7) of the Federal Rules of Civil Procedure, dismissing the Complaint of Plaintiff DAMCO US, and providing any further relief as the Court deemed just, reasonable and proper. Alternatively, in the event that the Court denied DRAFT's Motion to Dismiss, Defendant DRAFT moved to stay the action pending the Federal Maritime Commission's resolution on the issues referred to the Complaint pursuant to its primary jurisdiction of the issues raised by DAMCO US' Complaint. DRAFT's initial Complaint with the Commission was attached to the Combined Motions. See Exhibit 7, DRAFT'S Motion to Dismiss and Motion to Stay the Action.

21. DRAFT's Motion to Dismiss maintained that DAMCO US failed to state a claim as an alleged agent for MAERSK claiming demurrage pursuant to MAERSK's bills of lading and tariff; that MAERSK was an unamed indispensible party; and that DRAFT had a contractual relationship with DAMCO A/S but not MAERSK. As a result of these averments by DRAFT, on November 12, 2010, DAMCO A/S substituted itself as the Plaintiff and removed DAMCO US from the proceeding by filing an Amended Complaint with the Court. See Exhibit 8, DAMCO A/S Amended Complaint.

22. Notwithstanding that the aforementioned Amended Complaint was filed by DAMCO A/S, the "bait and switch" scheme continues.

23. DAMCO A/S' Amended Complaint, in addressing some of the allegations raised by DRAFT in its Combined Motions, removed the previous allegation that DRAFT violated the Shipping Act by not paying the demurrage. Further, it amended the allegations that MAERSK provided transportation services to DRAFT, and that DRAFT owes MAERSK demurrage pursuant to MAERSK's tariff and terms and conditions in its bills of lading. Instead, The Amended Complaint alleges that DAMCO A/S provided transportation services to DRAFT, and that DRAFT owes DAMCO A/S demurrage by cross-referencing MAERSK's demurrage clause in its tariff. The Amended Complaint is a continuation of the "bait and switch" scheme.

24. DAMCO A/S' Amended Complaint alleges that DAMCO A/S was entitled to demurrage by cross-referencing MAERSK's demurrage/detention provisions in its tariff in the following manner:

> The rules contained in the Maersk Line Tariff provided that charges of $225 per day would apply if cargo delivered to the United States was not removed from the ocean terminal at the destination within the period of time after arrival set forth in the service contract(s)

> between Maersk Line and Plaintiff or incorporated therein by reference to the Maerks Line Tariff.
>
> DAMCO A/S Amended Complaint ¶ 10.

25. DAMCO A/S further alleges that DRAFT is obligated to pay demurrage to it based on MAERSK's above cited tariff provision, and pursuant to Rule 21 of Plaintiff's tariff which provides:

> Free time allowed and detention charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying vessel operating common carrier."
>
> DAMCO A/S Amended Complaint ¶ 21.

26 With respect to the alleged outstanding demurrage, DAMCO A/S' Amended Complaint averred in the following fashion:

> As a result of Defendant's failure to remove the containers in a timely manner, Plaintiff became liable to Maersk Line for demurrage and/or detention charges. Maersk Line invoiced Plaintiff for $182,025 (see Exhibit 1), and was paid $174,412.50 by Plaintiff.
>
> Plaintiff, through its agent Damco USA Inc., invoiced Defendant for the $174,412 50 in charges it paid to Maersk Line...Defendant paid Plaintiff $20,735 of that amount, leaving an outstanding balance of $153,787.50.
>
> DAMCO A/S Amended Complaint ¶¶ 13, 14.

27. DAMCO US' initial Complaint alleged that DRAFT owed MAERSK demurrage and detention in the amount of $174,412.50, DAMCO A/S' Amended Complaint alleges that DAMCO A/S paid MAERSK demurrage and detention in sum of $174,412.50 and admitted DRAFT's payments of $20,735 for demurrage and detention.

28. Upon information and belief, DAMCO A/S currently has two sets of conflicting tariff rules with an identical tariff no., i.e. Tariff #: 001, which took effect on January 11, 2002 and April, 2010 respectively, and, therefore,

29. Further, neither of DAMCO AS' tariff rules contain demurrage/detention provisions applicable to its own collection for these charges.

30. DAMCO A/S' Amended Complaint claims demurrage and detention by making references to one of its tariff rules contained in one of its tariffs, as follows:

> 19. The relevant portion of Rule 2-25 of Plaintiff's tariff provides:
>
> 1. For purposes of this tariff rule, the term "third party charges" means any fees, charges, fines or monetary assessment of any kind imposed by any person other than Carrier including, but not limited to, national, state, provincial or local governments, any quasi-governmental entity, ports or port authorities, terminals, stevedores and warehousemen) in connection with the cargo and/or the handling, storage, inspection or treatment of same (but excluding the actual transport of the cargo).
>
> 2. In the event that Carrier pays any third party charges, Carrier shall be entitled to reimbursement from Merchant for such charges, due upon receipt of Carrier's invoice for such charges. Third party charges shall constitute freight payable on the shipment for which such charges were paid by Carrier.
>
> 20. Rule 21 of Plaintiff's tariff provides:
>
> Free time allowed and detention charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying vessel operating common carrier.
>
> DAMCO A/S' Amended Complaint ¶¶ 19, 20.

31. Upon information and belief, the rules referenced in Paragraphs 19 and 20 of DAMCO A/S' Amended Complaint were contained in DAMCO A/S' Tariff No. 001., which took effect on January 11, 2002.

32. In DAMCO A/S' bills of lading contained in its tariff, the one effective on January 12, 2002, and most likely applicable to subject shipments, "Carrier" is defined as "DSL Star Express', and 'Carrier means DSL Star Express and the owner or charterers of the ocean vessel on whose behalf this Bill of Lading has been issued."

33. Upon information and belief, DSL Star Express is one of DAMCO US' trade names, and is not a trade name for DAMCO A/S, furthering the confusion raised by the bait and switch scheme.

34. In DAMCO US' bills of lading contained in its tariff, effective on May 13, 2010, "Carrier" is defined as "DAMCO A/S", furthering the confusion raised by the bait and switch scheme.

35. During the period from approximately December 2007 through November 2008, DRAFT provided NVOCC transportation services to Respondents GLENCORE and ALLEGHENY to transport cargo subject of this proceeding from India to U.S. and issued DRAFT's bills of lading to Respondents GLENCORE or ALLEGHENY as Consignee for each shipment. See Exhibit 9, DRAFT's Bills of Lading and Arrival Notices.

36. Upon information and belief, Respondents MAERSK, DAMCO A/S, or DAMCO US attempted to collect demurrage for subject shipments directly from Respondents GLENCORE AND ALLEGHENY pursuant to MAERSK's tariff provision

37. However, upon information and belief, neither Respondent GLENCORE nor Respondent ALLEGHENY has paid demurrage/detention to MAERSK.

38. DRAFT maintains that DAMCO A/S, since it does not directly maintain any provisions for the collection of demurrage and detention charges, is not entitled to

any demurrage/detention for the shipments subject of this proceeding. Nevertheless, if the Commission finds that DAMCO A/S is entitled to demurrage/detention, Respondents GLENCORE AND ALLEGHENY are in turn liable to DRAFT for demurrage/detention which is allegedly paid and/or owed by DRAFT to DAMCO A/S/MAERSK.

VIOLATIONS

39. By reason of the facts alleged in the foregoing paragraphs, since DAMCO A/S which provided common carrier services by water in the foreign commerce of the United States by issuing its bills of lading to Complainant, and since its tariff did not contain detention and demurrage charges, rules and practices provisions, DAMCO A/S, DAMCO US and MAERSK either alone or in conjunction with each other violated Section 10 (b) (2) (A) of the Shipping Act, 46 U.S C. § 41104 (2) (A) which states that:

> A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—
> (2) provide service in the liner trade that is—
> (A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title.

40. By reason of the facts alleged in the foregoing paragraphs, wherein DAMCO US purports to claim demurrage and detention as agent for MAERSK in the lawsuit filed in the United States District Court, Eastern District of Virginia, since DRAFT was not a party to the bills of lading MAERSK issued as the underlying common carrier for subject shipments, it did not provide services to DRAFT in the liner trades wherein its tariff(s) and bill of lading terms would be applicable to DRAFT, and, therefore, MAERSK through its purported agent DAMCO US violated Section 10 (b) (2)

(A) of the Shipping Act, 46 U.S.C. § 41104 (2) (A), by collecting and attempting to collect demurrage and detention charges. That Section states that:

> A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—
> (2) provide service in the liner trade that is—
> (A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title; or...

41. Respondents' bait and switch collective actions for collecting and attempting to collect detention and demurrage charges, which were not provided in DAMCO A/S' tariff, further constitute a violation of Section 10 (d)(1) of the Shipping Act, 46 U.S.C. § 41102(c), which requires a common carrier or an ocean transportation intermediary to maintain reasonable regulations and practices relating to or connected with receiving or delivering property.

42. By reason of the facts alleged in the foregoing paragraphs herein, DAMCO A/S, since its tariff did not contain detention and demurrage provisions, DAMCO A/S violated Sections 8(a)(1) of the Shipping Act, 46 U.S.C. § 40501 (a) (1), and 46 C.F R. Part 520, which requires a carrier to keep open to public inspection in an automated tariff system, tariffs showing all its rates, charges, classifications, rules, and practices between all points or ports on its own route and on any through transportation route that has been established.

43. Respondents' DAMCO US and DAMCO A/S by knowingly disclosing, offering, soliciting and MAERSK by receiving information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered or delivered to the DAMCO A/S and DAMCO US without the consent of DRAFT and using

that information to the detriment and disadvantage to DRAFT, a common carrier, and inappropriately disclosing that information to MAERSK as a competitor constitutes a violation of Section 10 (b) (13) of the Shipping Act, 46 U.S.C. § 41103 (a).

44. Respondent DAMCO A/S by cross-referencing MAERSK's demurrage clause in its tariff violated 46 CFR 520.7 (a) (3) which prohibits a tariff containing cross-references to another carrier's tariffs.

45. Respondent DAMCO A/S by having two conflicting tariffs violated 46 CFR 520.7 (a) (4) which prohibits tariffs published from duplicating or conflicting with any other tariff publication

46 If the Commission finds that DAMCO A/S is entitled to demurrage/detention, Respondents GLENCORE's and ALLEGHENY's failure to pay demurrage/detention in turn constitutes a violation of Section 10 (a) (1) of the Shipping Act, 46 U.S.C. § 41102 (a), which prohibits a person knowingly and willfully, directly or indirectly, by any unjust or unfair device or means, obtain or attempt to obtain ocean transportation for property at less than the rates or charges that would otherwise apply.

DAMAGES

45. As a direct consequence of the unlawful conduct engaged in by Respondents, Complainant has suffered injury as provided herein, and as may be further demonstrated in this proceeding, and seeks relief as provided below.

PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue the following relief:

1. An Order compelling Respondents to Answer the charges made herein and scheduling a hearing in Washington, D.C. during which the Commission may receive evidence in this matter;

2. An Order holding that the Respondents', DAMCO A/S, DAMCO US, and MAERSK, activities described herein were unlawful and in violation of the Shipping Act;

3. An Order compelling Respondents DAMCO A/S, DAMCO US, and MAERSK to make reparations to Complainant DRAFT in the amount of $20,725.00, for amounts paid to Respondents relating to demurrage and detention as provided herein, in addition to interest as may be lawfully permitted by law, costs, and attorneys' fees;

4. An Order compelling Respondents DAMCO A/S, DAMCO US, and MAERSK to make reparations to DRAFT in the amounts of $150,000 .00 for DRAFT's loss of business and clients, as may be proven during the course of this proceeding, with interest as may be lawfully permitted by law, costs, and attorneys' fees;

5. An Order compelling Respondents DAMCO A/S, DAMCO US, and MAERSK to cease and desist in the action filed in the United State District Court, Eastern District of Virginia, as provided herein in Exhibit 2 and to cease and desist in attempting to collect amounts for demurrage and detention in the amount of $174,412.50, and to pay costs, and attorneys' fees;

6. If the Commission finds that DAMCO A/S is entitled to demurrage/detention, an Order holding that the Respondents GELNCORE'S and ALLEGHENY's activities described herein were unlawful and in violation of the Shipping Act.

7. If the Commission finds that DAMCO A/S is entitled to demurrage/detention, an Order compelling Respondents GELNCORE'S and ALLEGHENY's to make reparations to Complainant DRAFT in the amount of $20,725.00, for amounts paid to Respondents relating to demurrage and detention as provided herein, in addition to interest as may be lawfully permitted by law, costs, and attorneys' fees; and

8. Such other and further relief as the Commission deems just and proper.

ALTERNATIVE DISPUTE RESOLUTION

The Commission's informal dispute resolution procedures have not been used prior to the filing of the Complaint. Counsel for the Complainant has not consulted with the Commission's Dispute Resolution Specialist about utilizing alternative dispute resolution (ADR) under the Commission's ADR Program.

A hearing is requested in Washington, D.C.

Respectfully submitted,

By:

Carlos Rodriguez, Esq.
Zheng Xie, Esq.
RODRIGUEZ O'DONNEL
GONZALEZ & WILLIAMS, P.C.
1250 Connecticut Ave. N.W., Suite 200,
Washington, D.C. 20036
202-973-2980 (Telephone)
202-293-3307 (Facsimile)
Attorneys for Complainant
DRAFT CARGOWAYS (INDIA) PVT. LTD.

Dated in Washington, D.C. this twenty-second day of November, 2010.

VERIFICATION

Prasad Gokhale declares and states that he is the Chief Executive Officer of DRAFT CARGOWAYS (INDIA) PVT. LTD., Complainant in this proceeding, and that the foregoing Verified Amended Complaint is true to the best of his information and belief; and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

Pursuant to 28 U.S.C. § 1746 (1), I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

Executed on November 22, 2010

_____

Prasad Gokhale, Chief Executive Officer

EXHIBIT 1.

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER
DRAFT CARGOWAYS (INDIA) PVT LTD I/C
MAXICON SHIPPING AGENCIES PVT LTD
10 1 31, 5TH FLOOR, SIGNATURE TOWERS
CBM COMPOUND, VISAKHAPATNAM-530003
TEL/FAX: 6620947 / 2502948

SHIPPER'S REF
BILL OF LADING NO.
DMCQCCU000572
SHIPPER'S REFERENCE

CONSIGNEE (not negotiable unless consigned "to order" or "to order of" a named Party)
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

FOR CARGO RELEASE, PLEASE CONTACT
DAMCO A/S
8686 NEW TRAILS DR 77381 THE
WOODLANDS THE WOODLANDS UNITED
STATES

NOTIFY PARTY (see clause 2)
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1 631 223 4269
FAX: 001 631 206 9188

SHIPPING INSTRUCTIONS (NOT PART OF BILL OF LADING)

PLACE OF RECEIPT
VISAKHAPATNAM, INDIA

PORT OF LOADING
VISAKHAPATNAM, INDIA

PRE-CARRIAGE BY (see clause 1 + 10) Combined Transport only Place of Receipt (see clause 1 + 5)

VESSEL (see clause 1 + 10)
KRIPA

VOYAGE NO
009S

BOOK RECEIPT NO

NUMBER OF ORIGINAL B/L
1 (ONE)

PORT OF DISCHARGE
NORFOLK, USA

PLACE OF DELIVERY
BALTIMORE, USA

SHIPPER'S DECLARED VALUE US$ (see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO MARKS AND NUMBERS	NO OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
		25X20DRY SAID TO CONTAIN DETAILS AS PER ATTACHED SHEET		
TOTAL:	[illegible]	[illegible]	675.000	

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES | PREPAID | COLLECT

PLACE AND DATE OF ISSUE
KOLKATA, 27 JUN., 2008
Signed for the Carrier, Damco A/S

By

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 001

BILL OF LADING NO. DMCQCCU0005727

CONTAINER & SEAL:
CRXU1179239
ML-IN1279720
INBU3224981
ML-IN1279510
KNLU3255937
ML-IN1279519
MSKU2382090
ML-IN1279503
MSKU2442856
ML IN1279513
MSKU2608470
ML-IN1279512
MSKU2618570
ML-IN1279504
MSKU2756815
ML-IN1279509
MSKU3118348
ML-IN1279749
MSKU3588568
ML-IN1279739
MSKU3768744
ML-IN1279515
MSKU3877621
ML-IN1279502
MSKU7059578
ML-IN1279520
NDLU2005578
ML-IN1279524
POCU0304[illegible]
ML IN1279[illegible]
POCU0306179
ML IN1279738
PONU[illegible]
ML IN1279511
PONU0348239
ML-IN1279518
PONU2020742
ML-IN1279514
SAMU2210193
ML-IN1279508
SEAU2272784
ML-IN1279711
SEAU2306333
ML IN1279724
TEXU2076750
ML-IN1279522
TEXU2395892
ML-IN1279501
UESU2192153
ML-IN1279740

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
BULK IN		FERRO CHROME		
25X20'		SB NO. 4403789		
CONTAINERS		DATED 13.06.2008		
STUFFED		NET WEIGHT: 500.000 MT		
AT 20 MT		TWENTY FIVE X TWENTY FEET		
NET EACH		DRY LADEN CONTAINERS ONLY.		

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

dam

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005727

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

ORIGINAL

damco

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER
DRAFT CARGOWAYS (INDIA) PVT LTD A/C
MAXICON SHIPPING AGENCIES PVT LTD
10 1 31, 5TH FLOOR, SIGNATURE TOWERS
CBM COMPOUND, VISAKHAPATNAM-530003
TEL/FAX: 6620947 / 2502948

SHIPPER'S REF

BILL OF LADING NO.
DMCQCCU0005739

FORWARDER'S REFERENCE

DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

FOR CARGO RELEASE, PLEASE CONTACT:
DAMCO A/S
8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES

NOTIFY PARTY (see clause 22)
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)

PLACE OF RECEIPT
VISAKHAPATNAM, INDIA

PORT OF LOADING
VISAKHAPATNAM, INDIA

PRE CARRIAGE BY (may applicable to Combined Transport or Port to Port Shipment (see clause 1 + 6))

VESSEL (see clause 1 + 19)
KRIPA

VOYAGE NO
009S

DOCK RECEIPT NO.

NUMBER OF ORIGINAL BILLS
1 (ONE)

PORT OF DISCHARGE
NORFOLK, USA

PLACE OF DELIVERY
BALTIMORE, USA

SHIPPER DECLARED VALUE (US$ see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clause 11 + 7)

CONTAINER NO. SEAL NO. MARKS & NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT KGS	MEASUREMENT CBM
		25X20DRY SAID TO CONTAIN DETAILS AS PER ATTACHED SHEET		
TOTAL:	25 (TWENTY FIVE)		675.000	

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES | PREPAID | COLLECT

PLACE AND DATE OF ISSUE
KOLKATA, 27 JUN., 2008
Signed for the Carrier, Damco A/S

by

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

dsmcc

ATTACHMENT NO.: 001

BILL OF LADING NO DMCQCCU0005739

CONTAINER & SEAL:
FSCU3740972
ML-IN1279584
GLDU2142480
ML-IN1279546
INBU3569181
ML-IN1279578
MSKU2325401
ML-IN1279548
MSKU2577002
ML-IN1279579
MSKU2648024
ML-IN1279587
MSKU3388220
ML-IN1279567
MSKU3439862
ML-IN1279555
MSKU3722065
ML-IN1279583
MSKU3938413
ML-IN1279529
MSKU4367371
ML-IN1279597
MSKU7107640
ML-IN1279596
POCU0288882
ML-IN1279580
PONU0344193
ML-IN1279554
PONU0460465
ML-IN1279545
PONU0407448
ML-IN1279549
PONU0810[illegible]
ML-IN1279589
PONU0906480
ML-IN1279551
PONU2106893
ML-IN1279590
TEXU2256578
ML-IN1279594
TGHU3215062
ML-IN1279553
TTNU1362506
ML-IN1279569
TTNU2167037
ML-IN1279592
TTNU2795136
ML-IN1279537
TTNU3111346
ML-IN1279581

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS	CBM.
BULK IN		FERRO CHROME		
25X20'		SB NO. 4403790		
CONTAINERS		DATED 13.06.2008		
STUFFED		NET WEIGHT: 500.000 MT		
AT 20 MT		TWENTY FIVE X TWENTY FEET		
NET EACH		DRY LADEN CONTAINERS ONLY.		

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

damco

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005739

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER
DRAFT CARGOWAYS (INDIA) PVT LTD A/C
MAXICON SHIPPING AGENCIES PVT LTD
10 1 31, 5TH FLOOR, SIGNATURE TOWERS
CBM COMPOUND, VISAKHAPATNAM-530003
TEL/FAX: 6620947 / 2502948

SHIPPER'S REF | BILL OF LADING NO. DMCQCCU0005743

F/AGENT & REFERENCE

CONSIGNEE
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

FOR CARGO RELEASE, PLEASE CONTACT
DAMCO A/S
8686 NEW TRAILS DR 77381 THE
WOODLANDS THE WOODLANDS UNITED
STATES

NOTIFY PARTY
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)

PLACE OF RECEIPT: VISAKHAPATNAM, INDIA
PORT OF LOADING: VISAKHAPATNAM, INDIA
VESSEL: KRIPA
VOYAGE NO: 009S
PORT OF DISCHARGE: NORFOLK, USA
PLACE OF DELIVERY: BALTIMORE USA

FIRST CARRIER BY

NUMBER OF ORIGINAL B/L: 1 (ONE)

SHIPPER DECLARED VALUE

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

CONTAINER NO/SEAL NO. MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT (CBM)
		25x20DRY SAID TO CONTAIN DETAILS AS PER ATTACHED SHEET		
TOTAL:			500000.000	675.000

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER: TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES

PREPAID

COLLECT

IN WITNESS WHEREOF

PLACE AND DATE OF ISSUE
KOLKATA, 27 JUN., 2008
Signed for the Carrier, Damco A/S

By

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 001

BILL OF LADING NO DMCQCCU0005743

CONTAINER & SEAL:
APMU2729664
ML-IN1279598
APMU2741459
ML-IN1279593
GESU2158474
ML-IN1279566
GLDU0320880
ML-IN1279563
GLDU3088110
ML-IN1279595
KNLU3369971
ML-IN1279573
MAEU6994027
ML-IN1279564
MLCU2934978
ML IN1279575
MSKU2604263
ML-IN1279576
MSKU2738787
ML-IN1279539
MSKU2755737
ML-IN1279585
MSKU2891815
ML-IN1279582
MSKU2912121
ML-IN1279561
MSKU3404830
ML-IN1279526
MSKU3497160
ML-IN1279538
MSKU3577990
ML-IN1279541
MSKU3609720
ML-IN1279577
MSKU4142014
ML-IN1279547
MSKU7024648
ML-IN1279562
POCU0498765
ML-IN1279550
POCU0573386
ML-IN1279552
PONU0939421
ML-IN1279586
SEAU2305492
ML-IN1279560
TGHU3206965
ML-IN1279572
UESU2228045
ML IN1279574

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
BULK IN		FERRO CHROME		
25X20'		SB NO. 4403791		
CONTAINERS		DATED 13.06.2008		
STUFFED		NET WEIGHT: 500.000 MT		
AT 20 MT		TWENTY FIVE X TWENTY FEET		
NET EACH		DRY LADEN CONTAINERS ONLY.		

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

damco

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005743

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

damco

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER
DRAFT CARGOWAYS (INDIA) PVT LTD A/C
MAXICON SHIPPING AGENCIES PVT LTD
10 1 31, 5TH FLOOR, SIGNATURE TOWERS
CBM COMPOUND, VISAKHAPATNAM-530003
TEL/FAX: 6620947 / 2502948

SHIPPER'S REF. | BILL OF LADING NO. CMCQCU0005746

FORWDR'S REFERENCE

CONSIGNEE
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX: 001 631 206 9188

FOR CARGO INQUIRY, PLEASE CONTACT
DAMCO A/S
8686 NEW TRAILS DR 77381 THE
WOODLANDS THE WOODLANDS UNITED
STATES

NOTIFY PARTY (see clause 23)
DRAFT CARGOWAYS INDIA PVT LTD
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL:001 866 323 0410, 1-631 223 4269
FAX; 001 631 206 9188

SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)

PLACE OF RECEIPT: VISAKHAPATNAM, INDIA
PORT OF LOADING: VISAKHAPATNAM, INDIA

RECEIVED BY (see clauses 1 + 8)

VESSEL (see clauses 1 + 10): KRIPA
VOYAGE NO.: 009S

DOCK RECEIPT NO.
NUMBER OF ORIGINAL B/L: 1 (ONE)

PORT OF DISCHARGE: NORFOLK, USA
PLACE OF DELIVERY: BALTIMORE, USA

SHIPPER DECLARED VALUE US$

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO. MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT (CBM)
		25X20DRY SAID TO CONTAIN DETAILS AS PER ATTACHED SHEET		
TOTAL:	25 ULK.		675.000	

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER: TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES | PREPAID | COLLECT

IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed, one of which being accomplished the other(s) to be void.

PLACE AND DATE OF ISSUE
KOLKATA, 27 JUN., 2008
Signed for the Carrier, Damco A/S

TOT.

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 001

BILL OF LADING NO DMCQCCU0005746

CONTAINER & SEAL:
CAXU6519173
ML-IN1279559
CLHU3111360
ML IN1279623
GATU0466723
ML-IN1279621
GATU0548272
ML-IN1279622
KNLU3280267
ML-IN1279565
MSKU2388863
ML-IN1279625
MSKU2423732
ML-IN1279542
MSKU2804127
ML-IN1279604
MSKU2825789
ML-IN1279618
MSKU3003502
ML-IN1279605
MSKU3167907
ML-IN1279558
MSKU3486653
ML-IN1279568
MSKU3566532
ML-IN1279599
MSKU3904537
ML-IN1279556
MSKU3933659
ML-IN1279[illegible]
MSKU3973409
ML-IN1279[illegible]
MSKU40588[illegible]4
ML-IN1[illegible]
PONU0093035
ML-IN1279600
PONU0308405
ML-IN1279624
PONU0396176
ML-IN1279602
PONU0605492
ML-IN1279606
PONU2007632
ML-IN1279591
PONU2032722
ML IN1279603
SEAU2333977
ML-IN1279557
TGHU2529829
ML-IN1279619

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
BULK IN		FERRO CHROME		
25X20'		SB NO. 4403945		
CONTAINERS		DATED 20.06.2008		
STUFFED		NET WEIGHT: 500.000 MT		
AT 20 MT		TWENTY FIVE X TWENTY FEET		
NET EACH		DRY LADEN CONTAINERS ONLY.		

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

dam

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005746

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

ORIGINAL

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER
DRAFT CARGOWAYS INDIA PVT LTD
C/O MAXICON SHIPPING AGENCIES
PVT LTD., NO. 10-1-31, 5TH FLOOR,
SIGNATURE TOWERS, C.B.M. COMPOUND
VISAKHAPATNAM - 530003, INDIA

BILL OF LADING NO.
DMCQCCU000535

DRAFT CARGOWAYS INDIA PVT. LTD.
354 EBAUGH DRIVE, LEESBURG,
VA 20175, USA
TEL: 1 866 323 0410, 1-631 223 4269
FAX: 1 631 206 9188

DAMCO A/S
8686 NEW TRAILS DR 77381 THE
WOODLANDS THE WOODLANDS UNITED
STATES

NOTIFY PARTY (see clause 22)
DRAFT CARGOWAYS INDIA PVT. LTD.
354 EBAUGH DRIVE, LEESBURG,
VA 20175, USA
TEL: 1 866 323 0410, 1-631 223 4269
FAX: 1 631 206 9188

PLACE OF RECEIPT: CHENNAI, INDIA
PORT OF LOADING: CHENNAI, INDIA
VESSEL: MAERSK DORTMUND
VOYAGE NO.: 0802
PORT OF DISCHARGE: HOUSTON, USA
PLACE OF DELIVERY: GALENA PARK, USA DOOR

RECEIPT NO
DECLARED VALUE US$ (see clause 7.3)

CONTAINER NO./SEAL NO. MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
		39x20DRY SAID TO CONTAIN [illegible]		
TOTAL:	[illegible]		749990.000	1053.000

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD MAERSK DORTMUND ON 26 JAN., 2008 FROM CHENNAI, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER: THIRTY NINE CONTAINERS

PLACE AND DATE OF ISSUE
KOLKATA, 26 JAN., 2008

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 001

BILL OF LADING NO DMCQCCU0005351

CONTAINER & SEAL:
AMFU3014697
ML-IN0990986
CRXU1579997
ML-IN0990920
CRXU1680467
ML-IN0990875
GLDU2178760
ML-IN0990842
INBU3301917
ML-IN0990933
KNLU3300065
ML-IN0990813
MSKU2353867
ML-IN0990758
MSKU2512953
ML-IN0990975
MSKU2516199
ML-IN0990828
MSKU2561813
ML-IN0990770
MSKU2732747
ML IN0990878
MSKU[illegible]
ML-IN[illegible]
MSKU28[illegible]
ML-IN[illegible]
MSKU28[illegible]
ML IN0990[illegible]
MSKU2911655
ML-IN0990903
MSKU2934521
ML-IN0990815
MSKU3199123
ML-IN0990766
MSKU3276873
ML IN0990901
MSKU3431516
ML-IN0990802
MSKU3524500
ML IN1054546
MSKU3593970
ML-IN0990943
MSKU3869375
ML-IN0990795
MSKU3877299
ML-IN0990795
MSKU3886860
ML-IN0990840
MSKU3928816
ML-IN0990995
MSKU7083609
ML IN0990928
POCU0264561
ML-IN0990984
POCU0531992
ML IN0990940
POCU0546056
ML-IN0990916

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005351

CONTAINER & SEAL:
POCU0573600
ML-IN0990858
PONU0135341
ML-IN0990948
PONU0215555
ML-IN0990808
PONU0639002
ML-IN0990801
PONU0690848
ML-IN0990761
PONU0724758
ML-IN0990830
PONU0731741
ML-IN0990978
PONU0893104
ML-IN0990853
TTNU1783444
ML-IN0990767
TTNU3759663
ML-IN0990838

MARKS & NOS :	PACKAGES:	DESCRIPTION:	KGS:	CBM:
NM		[illegible] TIROME [illegible] LOOSE BULK [illegible] 07 [illegible] 12.2[illegible] NET WT: 75[illegible] MT		
TOTAL:	49 LOOSE [illegible] K		749980.000	1053.000

*** END OF [illegible] ***

EXHIBIT 2.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

DAMCO USA, INC. 7 Giralda Farms Madison, NJ 07940-0880 Plaintiffs, v. DRAFT-CARGOWAYS INDIA (PVT.) LTD. SERVE: National Registered Agents, Inc. REGISTERED AGENT 201 North Union St., Ste. 140 Alexandria, VA 22314 Defendant.	)	Case No. 1:10 cv 929 LOG/JFA

COMPLAINT

Damco USA, Inc., Plaintiff, by its attorneys, brings this action against the Defendant, Draft-Cargoways India (Pvt.) Ltd., and alleges as follows:

I.

JURISDICTION AND VENUE

1. The matters herein alleged constitute an admiralty and maritime claim within the jurisdiction of this United States District Court and are within the meaning of 28 U.S.C.A. § 1333(1) and Fed. R. Civ. P. 9(h).

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c), as Defendant has an office in Leesburg, Virginia and conducts business there.

II.

THE PARTIES

3. The Plaintiff is a corporation validly existing and in good standing under the laws of Florida.

4. The Defendant is a business entity organized under the laws of India that operates in Virginia, elsewhere in the United States, and in foreign jurisdictions. It furnishes international ocean freight groupage, consolidation, forwarding and logistic services.

5. Plaintiff, a subsidiary of the A.P. Moller-Maersk Group in Denmark (collectively, "Maersk"), provides U.S.-based supply chain management and freight forwarding services relating to the transportation of goods, including international shipments by sea.

III.

VIOLATIONS ALLEGED

6. At all times relevant hereto, Plaintiff was the duly appointed agent of Maersk, an ocean carrier and common carrier of goods for hire between United States ports and foreign ports, which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged.

7. The bills of lading relating to the shipments that are the subject matter hereof, provide, *inter alia*, that "[a]ll of the Persons coming within the definition of "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this bill of lading. [Clause

15.1]. As the named Consignee, Defendant comes within the definition of "Merchant."

8. The bills of lading further provide, inter alia, as follows:

> 16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
>
> 16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.
>
> 16.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

9. Under the Shipping Act of 1984, 46 U.S.CA §§ 40101 et seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of Plaintiff to collect the entire amount may subject it to severe penalties.

10. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff.

III.
VIOLATIONS ALLEGED

COUNT I
(Breach of Contract)

11. Plaintiff incorporates the allegations set forth in paragraphs 1 through 10 by reference and said matters are realleged as if fully set forth herein.

12. During the period from approximately December, 2007, through November, 2008, Defendant was the owner, exporter, shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of

Plaintiff as agent for Maersk. The said shipments were transported between foreign ports and the United States on board vessels owned or operated by Maersk for which equipment detention and demurrage charges in the total amount of $174,412.50 lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage. Exhibit 1 hereto consists of true copies of account statements and summaries, invoices, and Damco Draft Arrival Notices which together document the total amount alleged to be due Plaintiff from Defendant.

13. As a direct result of the aforesaid carriages, Defendant agreed and otherwise became bound to pay the equipment detention and demurrage charges in the total amount of $174,412.50, together with interest thereon at the legal rate.

14. Plaintiff has demanded payment of these outstanding charges from Defendant, but the charges have not been paid.

15. Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with Defendant and imposed by law.

16. Pursuant to Clause 16.6 of its Bill of Lading, Plaintiff is entitled to attorney's fees and costs incurred in collecting sums due Plaintiff, or in the event that any action is necessary, to enforce the terms of the contract. Plaintiff herein has engaged the services of legal counsel to enforce the terms of the contract and is entitled to recover reasonable fees in an amount according to proof at trial.

COUNT II
(Monies Due on Open Account)

17. The allegations of paragraphs 1 through 16 are incorporated by reference and are realleged as if fully set forth herein.

18. Within the last approximately 29 months on a written open book account for money due, Defendants became indebted to Plaintiff in the amount of $174,412.50.

19. Neither the whole nor any part of the above sum has been paid and there is now due, owing and unpaid from Defendants to Plaintiff the sum of $174,412.50, together with interest thereon at the legal rate.

IV.

PRAYER

WHEREFORE, Plaintiff prays as follows for all causes of action:

1. That judgment be entered in favor of Plaintiff for the total amount of its claim in the amount of One Hundred Seventy-Four Thousand Four Hundred Twelve Dollars and Fifty Cents ($174,412.50), together with prejudgment interest at the legal rate;
2. For the costs of the suit herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as this court may deem just and proper.

Respectfully submitted,

Linda D. Regenhardt VSB 27455
Rachel J. Goldstein VSB 45679
Bailey Gary P.C.
8500 Leesburg Pike, Suite 7000
Vienna, VA 22182
Tel. 703.848.2828
Fax. 703.893.9276

John F. Woods*
BERNSTEIN & FELDMAN, P.A.

900 Bestgate Road, Suite 200
Annapolis, MD 21401
Tel. (410) 573-0017
Fax (410) 573-0049

Attorneys for Plaintiff
Damco USA, Inc.

*Motion for admission
pro hac vice pending

Dated: August 12th 2010

D&S Limited

Date: 10/16/09

Amount: $174,412.50

Client Name: Draft Cargoways India
Address: 354 Ebaugh Drive
Leesburg, VA 20175

Phone # 866-323-0410

Fax # 631-206-9188
Cell Phone #
Email Address usaoprn@draftcargoways.com

Contact 1:
Contact 2:

Documents Attached :

Statement	x
Invoice	x
Arrival Notice	x
NSF Check	
D&B Report	
System Comments	

Comments: Send directly to legal

Prepared By

Approved By

EXHIBIT
1

Client Name	Client Id	Invoice. No.	Trans Date	File No.	Reference	House Ref	Amount
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-036824-03	7/10/2008	20-40-036824	MAEU855934680	CCU0005573	1,050.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-036824-04	7/16/2008	20-40-036824	MAEU855934080	CCU0005523	13,275.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-035834-02	9/11/2008	20-40-035834	MAEU857717263	CCU0005271	10,462.50
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038168-02	9/11/2008	20-40-038168	MAEU856708990	CCU0005727	35,325.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038159-02	9/11/2008	20-40-038159	MAEU856723524	CCU0005739	38,475.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038160-02	9/11/2008	20-40-038160	MAEU856723537	CCU0005745	56,800.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038161-02	9/26/2008	20-40-038161	MAEU856796630	CCU0005746	2,925.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-040077-02	11/12/08	20-40-040077	MAEU857308047	CCU0006978	6,300.00
							174,412.50

EXHIBIT 3.

FEDERAL MARITIME COMMISSION

46 CFR Parts 520, 532

Docket No. 10-03

NVOCC Negotiated Rate Arrangements

COMMENTS OF DAMCO A/S

Damco A/S ("Damco") is a Danish corporation which is part of the A.P. Moller - Maersk Group's logistics activities. Damco A/S is an unlicensed NVOCC, lawfully registered with the Federal Maritime Commission ("FMC"), with a valid surety bond filed with the FMC and published tariffs. Damco has over 10,000 employees operating in 289 owned offices globally and is represented in 120 countries. In the U.S., Damco USA Inc. is a licensed OTI which operates under several trade names including Damco Sea and Air, Damco Maritime and Maersk Logistics. Damco USA acts as Damco's agent in the United States. Detailed information about Damco is readily available on our website at http://www.damco.com/Pages/default.aspx.

Damco has reviewed the FMC's Notice of Proposed Rulemaking ("NPRM"). As proposed in the NPRM, the FMC would only apply the exemption to "licensed NVOCCs." DAMCO would favor the proposed rule only if the exemption is available to all NVOCCs from publishing rate tariffs.

In Damco's opinion limiting the exemption solely to licensed NVOCCs will create significant distortions in the global marketplace as unlicensed NVOCCs who normally compete with licensed NVOCCs will be unable to compete using privately agreed NRAs. Shippers who believe that NRAs will provide them an opportunity to negotiate private rates may shun doing business with NVOCCs where their rates are published in a public tariff. Damco believes that it will be competitively harmed if its competitors can enter into NRAs and it cannot. Additionally, if unlicensed NVOCCs could not exercise the exemption for rate tariff publication, such unlicensed NVOCCs would have a further competitive disadvantage of having to pay certain administrative costs to tariff publishers to publish a rate tariff that its licensed NVOCC competitors might not have.

While the NPRM does not explain why the FMC chose to limit application of the exemption solely to licensed NVOCCs[1], Damco notes that if part of the rationale is the perception that the FMC

[1] The lack of any discussion of the reasons the proposal is limited solely to licensed NVOCCs may constitute a flaw to the rule if it is adopted without change and it is challenged in the U.S. Court of Appeals.

Damco A/S
21 Dampfaergevej
2100 Copenhagen OE
Denmark

Phone: +45 33635596
Email: cenlawcorp@maersk.com
www.damco.com
CVR no. 30494350

would have a more difficult time getting documents from unlicensed NVOCCs, Damco would be fully prepared to provide copies of NRAs to the FMC upon reasonable and timely requests for such documents. Damco would support an amendment to the proposed rule that makes it a condition for using the rate tariff publishing exemption that all participating NVOCCs will agree in writing to produce NRAs as reasonably requested by the FMC's Bureau of Enforcement. The FMC could also require that unlicensed NVOCCs maintain their NRA files at the offices of their U.S. agents as a condition for using the rate tariff exemption.

For all of the reasons set forth herein, Damco respectfully requests that the proposed rule apply to all NVOCCs, licensed and unlicensed.

Thank you for your affirmative consideration of these comments.

Respectfully submitted,

Damco A/S

By _____

Jan K. Andersen

On behalf of Damco A/S

June 4, 2010

Damco A/S
21 Dampfaergevej
2100 Copenhagen OE
Denmark

Phone: +45 33635596
Email: cenlawcorp@maersk.com
www.damco.com
CVR no. 30494350

EXHIBIT 4.

Descartes

Rule Detail

Organization: DAMCO A/S(020956)
Tariff: DAMCO A/S WORLDWIDE FREIGHT TARIFF FMC-001(DMCQ-001)
Rule: NVOCCs In Foreign Commerce: Bonds and Agents(24)

Filing Information:

Filed: 29Apr2010
Effective: 01May2010
Expires:
Thru:

Amendment Type: I
Status: Filed
Special Case:

A BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984.

2. Bond No. NVOC1191

3. Name of Surety Company that issued the bond:

   Safeco Insurance Company of America

B. RESIDENT AGENT:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3. Name and Address of Resident Agent:

Damco USA / Attorney in Fact for Damco A/S.
7 Giralda Farms, Madison, NJ 07940

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.
For Explanation of Abbreviations and Reference Marks, see rule 28 and 29
For Tariff Access Information see rule 30.
For Security Bonding see rule 24.

* = Future Revision ▶ = Required Field

This page was generated by ORCRODRI on 29Oct2010 at 10:29 AM, EDT.

EXHIBIT 5.

Descartes

Rule Detail

Organization: DAMCO USA(022472)
Tariff: DAMCO USA WORLDWIDE FREIGHT TARIFF FMC-002(022472-002)
Rule: NVOCCs in Foreign Commerce: Bonds and Agents(24)

Filing Information:

Filed: 13May2010
Effective: 13May2010
Expires:
Thru:

Amendment Type: IR
Status: Filed
Special Case:

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984.

2. Bond No. NVOC1191

3. Name of Surety Company that issued the bond:

   Safeco Insurance Company of America

B. RESIDENT AGENT:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3. Name and Address of Resident Agent:

Damco USA / Attorney in Fact for Damco A/S
7 Giralda Farms, Madison, NJ 07940

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.
For Explanation of Abbreviations and Reference Marks, see rule 28 and 29
For Tariff Access Information see rule 30.
For Security Bonding see rule 24.

* = Future Revision ▶ = Required Field

This page was generated by ORCRODRI on 29Oct2010 at 10:31 AM, EDT.

EXHIBIT 6.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

DAMCO USA, INC. 7 Giralda Farms Madison, NJ 07940-0880 Plaintiff, v. MAXAM INDUSTRIES, INC., 1901 Mason Hill Drive, Suite A Alexandra, VA 22307-1936 (Statutory Agent: Clerk, State Corporation Commission); Defendant.	)	Case No. 1:10 cv928 TSE/TCB

COMPLAINT

Damco USA, Inc., plaintiff, by its attorneys, brings this action against the defendant, Maxam Industries, Inc., and alleges as follows:

I.

JURISDICTION AND VENUE

1. The matters herein alleged constitute an admiralty and maritime claim within the jurisdiction of this United States District Court and are within the meaning of 28 U.S.C.A. § 1333(1) and Fed. R. Civ. P. 9(h).

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c), as defendant's principal place of business, which it refers to as its "world headquarters," is in Alexandria, Virginia.

II.

THE PARTIES

3. The plaintiff is a corporation validly existing and in good standing under the laws of Florida.

4. The defendant operates and holds its principal place of business in Virginia, and upon information and belief, Maxam is a foreign corporation which has its "world headquarters" in Virginia but which has not duly registered as such to do business in Virginia, and provides for export certain turn-key design-build services employing precast concrete panel construction systems.

5. Plaintiff, a subsidiary of the A.P. Moller-Maersk Group in Denmark (collectively, "Maersk"), provides U.S.-based supply chain management and freight forwarding services relating to the transportation of goods, including international shipments by sea.

III.

VIOLATIONS ALLEGED

6. At all times relevant hereto, plaintiff was the duly appointed agent of Maersk, an ocean carrier and common carrier of goods for hire between United States ports and foreign ports, which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged.

7. The bills of lading relating to the shipments that are the subject matter hereof provide, *inter alia*, that "[a]ll of the Persons coming within the definition of "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all

obligations undertaken by the Merchant in this bill of lading. [Clause 15.1]. As the named Shipper, defendant comes within the definition of "Merchant."

8. The bills of lading further provide, *inter alia*, as follows:

> 16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
>
> * * *
>
> 16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.
>
> 16.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

9. Under the Shipping Act of 1984, 46 U.S.CA §§ 40101 *et seq.*, plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of plaintiff to collect the entire amount may subject it to penalties.

10. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in plaintiff's tariff.

III.

VIOLATIONS ALLEGED

COUNT I
(Breach of Contract)

11. Plaintiff incorporates the allegations set forth in paragraphs 1 through 10 by reference and said matters are realleged as if fully set forth herein.

12. During the period from approximately July, 2008 to October, 2008, defendant was the owner, exporter, shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of plaintiff as agent for Maersk. The said shipments were transported between United States and foreign ports on board vessels owned or operated by Maersk for which freight charges in the total amount of $ 28,512.00 lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage.

13. As a direct result of the aforesaid carriages, defendant agreed and otherwise became bound to pay the ocean freight and related charges in the total amount of $28,512.00, together with interest thereon at the legal rate.

14. Plaintiff has demanded payment of the outstanding ocean freight charges from defendant, but the freight charges have not been paid.

15. Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with defendant and imposed by law.

16. Pursuant to clause 16.6 of its bill of lading, plaintiff is entitled to attorney's fees and costs incurred in collecting sums due plaintiff, or in the event that any action is necessary, to enforce the terms of the contract. Plaintiff has engaged the services of legal counsel to enforce the terms of the contract and is entitled to recover reasonable fees in an amount according to proof at trial.

COUNT II
(Monies Due on Open Account)

17. The allegations of paragraphs 1 through 16 are incorporated by reference and are realleged as if fully set forth herein.

18. Within the last [number of years/months] years/months on a written open book account for money due, defendants became indebted to plaintiff in the amount of $28,512.00.

19. Neither the whole nor any part of the above sum has been paid and there is now due, owing and unpaid from defendant to plaintiff the sum of $28,512.00, together with interest thereon at the legal rate.

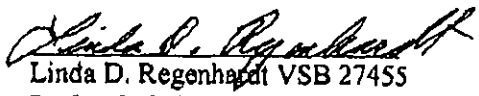
IV.

PRAYER

WHEREFORE, plaintiff prays as follows for all causes of action:

1. That judgment be entered in favor of plaintiff for the amount of Twenty Eight Thousand Five Hundred Twelve Dollars ($28,512.00), together with prejudgment interest at the legal rate;
2. For the costs of the suit herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as this court may deem just and proper.

Respectfully submitted,



Linda D. Regenhardt VSB 27455
Rachel J. Goldstein VSB 45679
Bailey Gary P.C.
8500 Leesburg Pike, Suite 7000
Vienna, VA 22182
Tel. 703.848.2828
Fax 703.893.9276
lregenhardt@baileygary.com

John F. Woods*
BERNSTEIN & FELDMAN, P.A.
900 Bestgate Road, Suite 200
Annapolis, MD 21401
Tel. (410) 573-0017
Fax (410) 573-0049

Attorneys for Plaintiff
Damco USA, Inc.

*Motion for admission
pro hac vice pending

Dated: August 18th, 2010

EXHIBIT 7.

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

DAMCO USA, INC. Plaintiff, -against- DRAFT CARGOWAYS INDIA (PVT.) LTD. Defendant.	Case No. 1:10 cv 929 LOG/JFS MOTION TO DISMISS THE COMPLAINT AND MOTION TO STAY

Defendant DRAFT Cargoways India (Pvt.) Ltd's ("Defendant" or "DRAFT") Motion to Dismiss the Complaint and Motion to Stay the Action, by and through its attorneys, Alan H. Yamamoto, Esq., and Rodriguez O'Donnell Gonzalez & Williams, P.C., hereby moves the Court for an Order pursuant to 12(b)(1), (6) and (7) of the Federal Rules of Civil Procedure, dismissing the Complaint of Plaintiff Damco USA, Inc. ("DAMCO US"), and providing any further relief as the Court deems just, reasonable and proper

Alternatively, in the event that the Court denies Defendant's Motion to Dismiss, Defendant DRAFT moves to stay this action pending the Federal Maritime Commission's (the FMC) resolution on the issues referred to the FMC pursuant to its primary jurisdiction of the issues raised by DAMC US' Complaint.

Respectfully submitted,

By:

/S/

Alan H. Yamamoto, Esq., AHY 25872
643 S. Washington St.
Alexandria, VA 22314

Carlos Rodriguez, Esq.
Todd C. Fineberg, Esq.
Rodriguez O'Donnell
Gonzalez & Williams, P.C.
1250 Connecticut Ave., N.W., Ste. 200
Washington, DC 20036
Tel: 202-973-2999
Fax: 202-293-3307

Motion for admission
pro hac vice pending

Attorneys for Defendant
DRAFT CARGOWAYS INDIA (PVT.), LTD.

Memorandum in Support of the Motion to Dismiss and Motion to Stay

This Memorandum of Law is submitted in support of Defendant Draft Cargoways India (Pvt.) Ltd's ("Defendant" or "DRAFT") Motion to Dismiss the Complaint and Motion to Stay the Action. The bases, among others, for DRAFT's Motion to Dismiss are that the Complaint, in alleging violations of the Shipping Act of 1984, as amended (the "Shipping Act"), must fail pursuant to Fed. R. Civ P. 12(b)(1) because the Court lacks subject matter jurisdiction over the particular regulatory issues raised in Plaintiff's Complaint, and the Federal Maritime Commission has "exclusive jurisdiction in administering all provisions of the Shipping Act as they relate to international liner shipping regulations." H.R. Rep. No. 98-53, pt. 1, at 3 (1983).

Defendant DRAFT further moves to dismiss in that the Complaint fails to state a claim for which relief may be granted pursuant to Fed. R. Civ. P. 8(a)(2) and 12(b)(6) because the Complaint fails to contain a short and plain statement of the claim showing that the Plaintiff is entitled to relief. The Complaint to the contrary alleges it is entitled to relief in that "Plaintiff, [is] a subsidiary of the A.P. Moller-Maersk Group in Denmark (collectively, "Maersk") . . . ."

Plaintiff further states that "[a]t all times relevant hereto, Plaintiff was the duly appointed **agent of Maersk**, an ocean carrier . . . which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged" and " [d]uring the period from approximately December, 2007, through 2008. . . for which proper bills of lading and freight bills were issued by or on behalf of Plaintiff **as agent for Maersk**." (Complaint ¶¶ 5, 6 and 12). (Emphasis added). Contrary to the Fed. R. Civ. P. 8(a)(2) requirement to show that Plaintiff is entitled to relief itself, the averments in the Complaint refer only to relief to which Plaintiff's principal, Maersk, is entitled. The averments clearly indicate that Plaintiff is not entitled to relief since it is only petitioning the Court as an "agent for Maersk", and, if relief is to be granted it is to be on behalf of Maersk, a non-party to the proceeding

Therefore, as previously noted, Defendant DRAFT moves the Court to dismiss this Complaint pursuant to Fed. R. Civ. P. 19(a) and 12(b)(7) in that the Complaint fails to join Maersk as an indispensable party. Additionally, as is clearly indicated in the Commission Complaint the contracting party with Defendant DRAFT for the shipments subject of this proceeding was DAMCO A/S, and not Maersk. Therefore, DAMCO A/S is also an indispensible party which was not joined.

Alternatively, in the event that the Court denies Defendant's Motion to Dismiss, Defendant DRAFT moves to stay this action pending the Federal Maritime Commission's ("the FMC or Commission") resolution on the issues referred to the FMC pursuant to its primary jurisdiction on these issues for the following reasons:

1) The question involves technical and policy considerations within the FMC's particular field of expertise;

2) The question at issue is particularly within the FMC's discretion;

3) There exists a substantial danger of inconsistent rulings; and

4) No prior application to the FMC has been made by Plaintiff.

BACKGROUND

On or about August 12, 2010, Plaintiff filed the Complaint against Defendant DRAFT alleging that Plaintiff, as an agent for Maersk, provided transportation services to Defendant between foreign ports and the United States on board vessels owned or operated by Maersk, for which equipment detention and demurrage charges in the total amount of $174,412.50 were incurred pursuant to Maersk's tariff and contracts of carriage. Complaint ¶ 12.

On October 29, 2010, Defendant filed a complaint (the "FMC Complaint") against Plaintiff DAMCO USA, Inc. at the FMC based on the issues raised in the Complaint in this proceeding. See Exhibit 1, the FMC Complaint. In addition to DAMCO USA, Inc., Defendant also named DAMCO A/S and A.P. Moller-Maersk A/S as Respondents in the FMC proceeding. Upon information and belief, A.P. Moller-Maersk Group identified in the Complaint filed in this Court, is not a separate corporate person.

THE FEDERAL MARITIME COMMISSION PROCEEDING

The FMC Complaint maintains that during the period commencing on or about December 2007 continuing through on or about November 2008, DAMCO A/S provided NVOCC services to DRAFT for shipments originating at Indian Ports for delivery at the Port of Baltimore via the Port of Discharge, Norfolk, VA, pursuant to the following bills of lading, pertinent to this Complaint, issued by Maersk India Pvt. Ltd. (Logistics Division), as agent for carrier, DAMCO A/S: CCU0005523, CCU0005271, CCU0005727, CCU0005739, CCU000574, CCU0005746, CCU0005978, CCU0005351.

The FMC Complaint contends that for the shipments subject of the FMC proceeding as listed in the above paragraph, DAMCO A/S as a carrier issued its house bills of lading to DRAFT as a shipper and/or consignee. The Commission Complaint alleges that the underlying ocean common carrier retained by DAMCO A/S to accomplish DAMCO A/S' transport obligations as a carrier for each of these shipments was Maersk; that DAMCO A/S, a foreign domiciled NVOCC, registered with the FMC, utilized as its delivery agent in the United States DAMCO US, a licensed Ocean Transportation Intermediary, as is required by the Commission's regulations at 46 C. F.R. §515.3 which states in pertinent part that "[o]nly persons licensed under this part may furnish or contract to furnish ocean transportation intermediary services in the United States on behalf of an un-licensed ocean transportation intermediary."

The FMC Complaint avers that DAMCO US, unlawfully invoiced and attempted to collect amounts from DRAFT for demurrage and detention for shipments in the amount of $174,412.50 for containers shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified; that DAMCO US unlawfully invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of $6,300.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bill of lading as previously identified--i.e., bill of lading, CCU0005978; that DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of $14,425.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified--i.e., bills of lading, CCU0005351, CCU0005523, CCU0005727, CCU0005743, CCU0005746; and, that during the period when the shipments subject to the FMC proceeding and when the demurrage and detention described in the FMC Complaint, DAMCO A/S'

published tariff did not contain any demurrage and detention provisions and was not entitled to collect or attempt to collect charges not contained in its tariff.

The FMC Complaint maintains that notwithstanding that DAMCO A/S pursuant to the Shipping Act cannot lawfully collect or attempt to collect for **charges not contained in its tariff**, DAMCO US has deliberately, **with intent to mislead the Court, made the following false representations, misleading statements or omissions in the Complaint filed in the United States District Court for the Eastern District of Virginia, filed August 19, 2010** with regard to the DAMCO A/S shipments and corresponding demurrage and detention charges described in the FMC Complaint (emphasis supplied):

> a) **False statement, misleading statement that DAMCO US as agent for Maersk issued bills of lading to Complainant. No Maersk bills of lading were either issued to DRAFT or even provided to the Court since the Maersk bills of lading would not have indicated that DRAFT was a party to these bills of lading.**
>
> "During the period from approximately December, 2007, through November, 2008, Defendant was the owner, exporter, **shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of plaintiff as agent for Maersk**. The said shipments were transported between foreign ports and the United States on board vessels owned or operated by Maersk for which equipment detention and demurrage charges in the total amount of $ 174,412.50 **lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage."** (Emphasis supplied) (Complaint ¶ 12).

In Commission Docket No. 10-03, filed June 8, 2010, DAMCO A/S unequivocally stated to the Commission: "Damco USA acts as Damco's agent in the United States." (See Exhibit 3, FMC Complaint). Additionally, DAMCO A/S tariff provides:

> Name and Address of Resident Agent:
> **Damco USA**/Attorney in Fact for Damco A/S
> 7 Giralda Farms, Madison, NJ 07940

(See Exhibit 4, FMC Complaint)

DAMCO USA's tariff provides:

> Name and Address of Resident Agent:
> **Damco USA/Attorney in Fact for Damco A/S**
> 7 Giralda Farms, Madison, NJ 07940

(See Exhibit 5, FMC Complaint)

b) **False, misleading statement to the Court that Maersk or DAMCO US, as its agent, issued bills of lading to Complainant and that, therefore, Complainant is subject to the charges in Maersk's tariff.**
"Under the Shipping Act of 1984, 46 U.S.CA §§40101 et. seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of Plaintiff to collect the entire amount may be subject to server penalties. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff." (Complaint ¶ ¶ 9, 10).

This is averred by DRAFT as being a false statement since the only person that issued it bills of lading was DAMCO A/S, a person not a party in the Complaint filed with this Court. Neither Plaintiff nor its principal issued bills of lading to DRAFT

c) **False, misleading statement to Court that Maersk has performed services for Complainant pursuant to Maersk's contract with DRAFT. DRAFT has no contract with Maersk.**
"Plaintiff has performed each and all of its obligations, actual and implied, **arising pursuant to its contract with Defendant and imposed by law**." "(Emphasis supplied). (Complaint ¶ 15).

Again, DRAFT's averments in the FMC proceeding is that Maersk did not issue its bill of lading and DRAFT did not have any contractual or regulatory obligation to Maersk. The gravamen of the case is that DAMCO A/S had no legal basis to invoice or collect demurrage or detention charges and DAMCO US and Maersk are attempting to collect these funds by obfuscating to the Court the actual relationship of the parties---i.e., that DRAFT contracted with DAMCO A/S and that DAMCO A/S did not have tariff authority to collect demurrage and detention.

d) **False, misleading statements to Court that Maersk bills of lading provisions apply to DRAFT for the shipments subject of the lawsuit. To mislead the Court, DAMCO US quotes extensively from bill of lading language but never states that the bill of lading terms quoted are from Maersk's bill of lading, and DAMCO US does not provide Maersk copies of Maersk's bills of lading because they would not identify DRAFT as a party thereto.** (Complaint ¶ ¶ 7, 8, and 16).

It is DRAFT's position in the FMC proceeding that DAMCO US, DAMCO A/S and Maersk have repeatedly utilized a "bait and switch" scheme described in the FMC Complaint in misleading the shipping public, including DRAFT, and this Court by utilizing DAMCO US, DAMCO A/S, and Maersk as interchangeable parts with a complete disregard of the requirements of the Shipping Act. (See Exhibit 6, FMC Complaint), wherein the same Plaintiff filed an almost identical Complaint filed in this very same court, the United State District Court for the Eastern District of Virginia, (DAMCO USA Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.). By utilizing this scheme, DAMCO US, DAMCO A/S and Maersk have again attempted to impose the terms and conditions of Maersk's bills of lading and tariffs without the shipping public, including DRAFT, having any knowledge that it was, in fact dealing with Maersk and not the parties with whom it had contracted----in this case, DAMCO A/S.

The FMC Complaint further contends that some of the demurrage and detention which Maersk invoiced occurred due to non-availability of chassis at terminals, or untimely updated terminal release status, or DAMCO US agreement to extend free time to DRAFT due to the aforementioned circumstances, and then by Maersk failing to uphold the agreements entered into by DAMCO US with DRAFT to waive demurrage and detention charges

DRAFT further avers in the FMC Complaint that by utilizing the aforementioned "bait and switch" strategy, DAMCO US, DAMCO A/S and Maersk knowingly disclosed, offered,

solicited and received information concerning the nature, kind, quantity, destination, consignee, shipper and routing of the property tendered or delivered to DAMCO A/S without the consent of DRAFT and using that these parties used this information to the detriment and disadvantage to DRAFT, and that DRAFT has lost significant business to Maersk generated by its Indian accounts related to subject shipments

The FMC Complaint maintains that DAMCO US, DAMCO A/S and Maersk's activities result in the following violations of the Shipping Act:

1) DAMCO A/S which provided common carrier services by water in the foreign commerce of the United States by issuing its bills of lading to DRAFT, and since its tariff did not contain detention and demurrage charges, rules and practices provisions, DAMCO A/S, DAMCO US and Maersk either alone or in conjunction with each other violated Section 10 (b) (2) (A) of the Shipping Act, 46 U.S.C. § 41104 (2) (A) which states that:

> A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—
> (2) provide service in the liner trade that is—
> (A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title.

2) By reason of the averred facts in the Complaint filed with this Court, wherein DAMCO US purports to claim demurrage and detention as agent for Maersk, since DRAFT was not a party to the bills of lading Maersk issued as the underlying common carrier for subject shipments, it did not provide services to DRAFT in the liner trades wherein its tariff(s) and bill of lading terms would be applicable to DRAFT, and, therefore, Maersk through its purported agent DAMCO US violated

Section 10 (b) (2) (A) of the Shipping Act of the Shipping Act, 46 U.S.C. § 41104 (2) (A), by collecting and attempting to collect demurrage and detention charges. That Section states that:

> A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—
> (2) provide service in the liner trade that is—
> (A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title; or ...

3) Further DRAFT avers in the FMC Complaint that DAMCO US', DAMCO A/S' and Maersk's bait and switch collective actions for collecting and attempting to collect detention and demurrage charges which were not provided in DAMCO A/S' tariff, further constitute a violation of Section 10 (d)(1) of the Shipping Act, 46 U.S.C. § 41102(c), which requires a common carrier or an ocean transportation intermediary to maintain reasonable regulations and practices relating to or connected with receiving or delivering property.
4) Further DRAFT avers in the FMC Complaint that DAMCO A/S, since its tariff did not contain detention and demurrage provisions, DAMCO A/S violated Sections 8(a)(1) of the Shipping Act, 46 U S.C. § 40501 (a) (1), and 46 C.F.R. Part 520, which requires a carrier to keep open to public inspection in an automated tariff system, tariffs showing all its rates, charges, classifications, rules, and practices between all points or ports on its own route and on any through transportation route that has been established.
5) Finally, DRAFT avers in the FMC Complaint that DAMCO US and DAMCO A/S by knowingly disclosing, offering, soliciting and Maersk by receiving information concerning the nature, kind, quantity, destination, consignee, and routing of the

property tendered or delivered to the DAMCO A/S and DAMCO US without the consent of DRAFT and using that information to the detriment and disadvantage to DRAFT, a common carrier, and inappropriately disclosing that information to Maersk as a competitor constitutes a violation of Section 10 (b) (13) of the Shipping Act, 46 U.S.C. § 41103 (a).

DRAFT contends that as a direct consequence of the unlawful conduct engaged in by DAMCO US, DAMCO A/S and Maersk, DRAFT has suffered injury as provided and seeks relief which can be granted exclusivley by the Commission relating to recovering monies paid by DRAFT for demurrage and detention; finding the amounts currently claimed by DAMCO US on behalf of Maersk as unlawful claims, and seeks relief from lost business resulting from the violations above-alleged violations.

LEGAL STANDARD

Motion to Dismiss.

A motion to dismiss under Rule 12(b)(1) may assert either a factual attack or a facial attack to jurisdiction. See McElmurray v. Consol Gov't of Augusta-Richmond County, 501 F.3d 1244, 1251 (11th Cir. 2007); Lawrence v. Dunbar, 919 F.2d 1525, 1528-29 (11th Cir. 1990) A factual attack challenges "the existence of subject matter jurisdiction in fact, irrespective of the pleadings, and matters outside pleadings such as testimony and affidavits, are considered." Lawrence, 919 F.2d at 1529. In a factual attack, on the other hand, the court examines whether the complaint has sufficiently alleged subject matter jurisdiction. As it does when considering a Rule 12(b)(6) motion to dismiss for failure to state a claim, the court construes the complaint in the light most favorable to the plaintiff and accepts all well-pled facts alleged by in the complaint

as true. McElmurray, 501 F.3d at 1251.

Although it must accept well-pled facts as true, the court is not required to accept a plaintiff's legal conclusions. Ashcroft v. Iqbal, 129 S. Ct. 1937, 1949 (U.S. 2009). In evaluating the sufficiency of a plaintiff's pleadings, we make reasonable inferences in Plaintiff's favor, "but we are not required to draw plaintiff's inference." Aldana v. Del Monte Fresh Produce, N.A., Inc., 416 F.3d 1242, 1248 (11th Cir. 2005). Similarly, "unwarranted deductions of fact" in a complaint are not admitted as true for the purpose of testing the sufficiency of plaintiff's allegations. Id; See also Iqbal, 129 S. Ct. at 1951 (stating conclusory allegations "not entitled to be assumed true"), Sinaltrainal v Coca-Cola Co., 578 F.3d 1252, 1269-1271 (11th Cir. Fla. 2009). "The party asserting federal subject matter jurisdiction bears the burden of proving its existence." Chandler v. State Farm Mut. Auto. Ins. Co., 598 F.3d 1115, 1122 (9th Cir. 2010), citing Kokkonen v. Guardian Life Ins. Co of Am, 511 U.S. 375, 377 (1994).

When considering a Rule 12(b)(6) motion to dismiss, the Court accepts as true all factual allegations in the complaint and draws inferences from these allegations in the light most favorable to the plaintiff. See Scheuer v. Rhodes, 416 U.S. 232, 236 (1974), overruled on other grounds, *Davis v. Scherer,* 468 U.S. 183 (1984); Easton v. Sundram, 947 F.2d 1011, 1014-15 (2d Cir. 1991), cert. denied, 504 U.S. 911 (1992). Dismissal is warranted only if, under any set of facts that the plaintiff can prove consistent with the allegations, it is clear that no relief can be granted. See Hishon v. King & Spalding, 467 U.S. 69 (1984); Frasier v. General Elec., Co., 930 F.2d 1004, 1007 (2d Cir. 1991). Thus, a motion to dismiss under 12(b)(6) should not be granted "unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Sheppard v. Beerman, 18 F.3d 147, 150 (2d Cir. 1994) (citations and internal quotations omitted), cert. denied, 513 U.S. 816 (1994).

Even taking the allegations in the Compliant as true, the Court lacks subject matter jurisdiction over the Complaint, and they should be dismissed pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure. In the alternative, in the event that the Court determines that it does have jurisdiction to consider the claims, the Complaint fails to state a claim upon which relief may be granted and should be dismissed pursuant to Rule 12(b)(6). Further, the Complaint must be dismissed pursuant to pursuant to Fed. R. Civ. P. 19(a) and 12(b)(7) in that the Complaint fails to join Maersk as a required party.

Motion to Stay.

Alternatively, in the event that the Court denies Defendant's Motion to Dismiss, Defendant DRAFT moves to stay this action pending the Federal Maritime Commission's (the FMC) resolution on the issues referred to the FMC pursuant to its primary jurisdiction on these issues for the following reasons:

1) The question involves technical and policy considerations within the FMC's particular field of expertise;
2) The question at issue is particularly within the FMC's discretion;
3) There exists a substantial danger of inconsistent ruling;
4) No prior application to the FMC has been made.

The central issues in this action are whether Plaintiff as an alleged agent for Maersk, the underlying ocean common carrier, is entitled to detention and demurrage pursuant to Maersk's tariff, when DAMCO A/S acted as a non-vessel operating common carrier ("NVOCC") for Defendant's shipments subject of this action and issued its house bills of lading, and did not have detention or demurrage tariff provisions. Maersk acted as an underlying ocean common carrier and only had a contractual relationship with DAMCO A/S rather than Defendant. The exhibit attached to the complaint in this Court's proceeding demonstrates the facts averred by DRAFT in the FMC Complaint. The Exhibit, at Page 2, which summarizes the claims, has columns one of

which is titled "House ref."). This is the traditional nomenclature for NVOCC bills of lading indicating that the charges are based on house bills. In this case, DRAFT avers that the house bills under which it was contractually bound were those of DAMCO A/S, not Maersk's. The alpha numerical references under the column "House Ref." are the housebill of lading numbers issued by DAMCO A/S to DRAFT. This, in fact supports, the allegations made by DRAFT in the Commission's Complaint.

For the Motion to Stay, Defendant hereby respectfully submits that Plaintiff allegedly acted as an agent for Maersk, the underlying ocean common carrier for subject shipments. DAMCO A/S, not a party in this action, acted as an NVOCC and issued its own house bills of lading for subject shipments, but did not have any detention or demurrage provisions in its tariff at the time when providing NVOCC services to Defendant for transporting subject shipments. Defendant was a shipper in its relationship with DAMCO A/S In turn, DAMCO A/S was a shipper in its relationship with Maersk, the underlying ocean common carrier Defendant did not have any contractual relationship with Maersk or its alleged agent, i.e. Plaintiff in this action. DAMCO A/S' tariff did not contain any demurrage provisions as required by the Shipping Act and the FMC regulations at the time when subject transactions occurred. Therefore, the issue is whether Plaintiff, allegedly as an agent for Maersk, is entitled to the alleged detention and demurrage incurred to Maersk, the underlying ocean common carrier when the NVOCC DAMCO A/S did not have demurrage or detention provisions in its tariff and when DRAFT did not have any contractual relationship with Maersk. DRAFT submits that these are issues to be resolved which are under the exclusive primary jurisdiction of the Commission.

ARGUMENTS

I. The Complaint Must Be Dismissed Pursuant to Fed. R. Civ. P. 12(b)(1)(6) and (7).

A. The Complaint Must Be Dismissed Pursuant to Fed. R. Civ. P. 12(b)(1) Because the Court Lacks Subject Matter Jurisdiction, and the Federal Maritime Commission Has "Exclusive Jurisdiction in Administering All Provisions of the Shipping Act as They Relate to International Liner Shipping Regulations."

The Shipping Act and its legislative history firmly establish that the FMC is to decide issues such as those presented herein. Section 11(a) of the Shipping Act provides that "[a]ny person may file **with the [FMC]** a sworn complaint alleging a violation of [the Shipping Act], . . . and may seek reparation for any injury caused to the complainant by that violation." 46 U.S C. § 41304 (emphasis added). In addition, the legislative history of the Shipping Act reveals Congress' intent to provide the FMC with "exclusive jurisdiction in administering all provisions of the Shipping Act as they relate to international liner shipping regulations." H R. Rep. No. 98-53, pt. 1, at 3 (1983).

The gravamen of the Complaint is the alleged violations of Shipping Act. "Under the Shipping Act of 1984, 46 U S C.A §§ 40101 et seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff.. " Complaint ¶ 9. "Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff." (Complaint ¶ 10).

Assuming all of the alleged facts in the Complaint were true, the FMC has exclusive jurisdiction over these alleged violations of the Shipping Act since the gravamen of the Complaint is the alleged violations of the Shipping Act, and "[t]he said shipments were transported between foreign ports and the United States..." (Complaint ¶ 12). It is Congress' intent to provide the FMC with "exclusive jurisdiction in administering all provisions of the

Shipping Act as they relate to international liner shipping regulations." H.R. Rep. No. 98-53, pt. 1, at 3 (1983).

In view of the above, the Complaint must be dismissed for lacks of subject matter jurisdiction.

B. The Complaint Must Be Dismissed Because It Fails to State a Claim for Which Relief May Be Granted Pursuant to Fed. R. Civ. P. 8(a)(2) And 12(b)(6).

The Complaint must be dismissed in that the Complaint fails to state a claim for which relief may be granted pursuant to Fed R. Civ. P. 8(a)(2) and 12(b)(6) because the Complaint fails to contain a short and plain statement of the claim showing that the Plaintiff is entitled to relief. The Complaint alleges: "At all times relevant hereto, Plaintiff was the duly appointed **agent of Maersk**, an ocean carrier ..,which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged" and " [d]uring the period from approximately December ,2007, through 2008,... for which proper bills of lading and freight bills were issued by or on behalf of Plaintiff **as agent for Maersk**." Complaint ¶¶ 6 and 12) (Emphasis added). Contrary to the Fed. R. Civ. P. 8(a)(2) requirement to show **that Plaintiff itself** is entitled to a relief, this statement completely indicates the opposite that Plaintiff is not entitled to a relief since it is acting solely as an agent for Maersk, who is not a party to the proceeding.

Fed. R. Civ. P 8 (a) (2) requires a plaintiff to allege "sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" Ashcroft v. Iqbal, 129 S. Ct. 1937, 1949 (U.S. 2009). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. Where a plaintiff makes only conclusory allegations that the elements

of a cause of action have been satisfied, it fails to satisfy Rule 8 (a) (2). Id. at 1940 ("Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice."); Bell Atlantic Corp. v. Twombely, 550 U.S. 544, 555 (2007) ("[A] plaintiff's obligation to provide the "grounds" of his "entitle[ment] to relief" requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.").

The Supreme Court's analysis of Rule 8 (a) (2) in Ashcroft v. Iqbal is instructive. In Iqbal, the Supreme Court considered whether the allegations that certain government officials "knew of, condoned and willfully and maliciously agreed to subject [the plaintiff] to harsh conditions of confinement 'as a matter of policy, solely on account of [his] religion, race, and/or national origin and for no legitimate penological interest'" and were entitled to the presumption of truth. Iqbal, 129 S.Ct. at 1951. The Court concluded that they were not entitled to the presumption of truth because they "amount[ed] to nothing more than a 'formulaic recitation of the elements' of the cause of action." Id Having determined that these allegations were not entitled to the presumption of truth, the Court analyzed whether other factual allegations in the complaint, which were entitled to the presumption of truth, plausibly entitled the plaintiff to relief, and concluded that they did not. Id.

The Complaint at hand failed to even incorporate "a formulaic recitation of the elements of a cause of action." Even if we assume that the allegations set forth in the Complaint are true, and based on the basic principle of agency law and contract law, the Complaint fails to contain a short and plain statement that it (DAMCO US) is entitled to relief as an agent for Maersk for the alleged detention and demurrage incurred allegedly pursuant to Maersk's tariff and bills of lading. Again, Maersk is not a named party to the Complaint. Pursuant to the basic principle of agency law and contract law, the statements in the Complaint indicate that Plaintiff is not entitled

to a relief. Therefore, the Complaint must be dismissed for failure to state a claim as to DAMCO US.

C. The Complaint Must Be Dismissed Pursuant to Fed. R. Civ. P. 19(a) and 12(b)(7) in That the Complaint Fails to Join Maersk and DAMCO A/S as Indispensable Parties.

A party is necessary and must be joined if: "(1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (i) as a practical matter impair or impede the person's ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest." Fed. R. Civ. P. 19(a). There need only be substantial risk and not certainty that the considered events of Rule 19(a) come to pass. Francis Oil & Gas, Inc. v. Exxon Corp., 661 F.2d 873, 877 (10th Cir. 1981), citing Windwo Glass Cutters League of America, AFL/CIO v. American St. Gobain Corp., 428 F.2d 353 (3rd Cir. 1970)

The Complaint must be dismissed because it fails to join Maersk and DAMCO A/S under Fed. R. Civ. P 19(a). For all of the alleged transactions, Plaintiff alleged that it acted as an agent for Maersk. However, the Complaint fails to join Maersk as a party. An agent is not in a position to make an independent claim for relief based on its principal's cause of action. This is a basic principle of agency law. In the absence of Maersk complete relief cannot be accorded among those already parties in the proceeding. Pursuant to Fed. R. Civ. P. 19(a), Maersk is required to be joined in this action. Otherwise, the Complaint must be dismissed for failure to join a party pursuant to Fed. R. Civ. P. 12(b)(7).

The central issues in this action are whether Plaintiff as an alleged agent for Maersk, the underlying ocean common carrier, is entitled to detention and demurrage pursuant to Maersk's tariff, when DAMCO A/S acted an NVOCC for Defendant's shipments subject of this proceeding and issued its house bills of lading, and did not have detention or demurrage clauses in its tariff. While Maersk acted as an underlying ocean common carrier, it only had a contractual relationship with DAMCO A/S rather than Defendant. In DAMCO A/S' absence complete relief cannot be accorded among those already parties. Further, DAMCO A/S' absence will leave DRAFT subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claims for demurrage and detention by the various layers of carriers in subject transactions. Therefore, DAMCO A/S is also an indispensable party of this action. The complaint must be dismissed for failure to join both of these indispensable parties---i.e., Maersk and DAMCO A/S.

II. In the Event that the Court Denies Defendant's Motion to Dismiss, the Issues Must be Referred to the FMC Pursuant to its Primary Jurisdiction.

"The doctrine of primary jurisdiction was developed by the United States Supreme Court in United States v. Western Pacific R.R. Co., 352 U.S. 59 (1956)" Maritrend, Inc. v. Galveston Wharves et al., 152 F.R.D. 543, 555 (S D. Tex. 1993). "The doctrine . . allows courts to defer consideration of issues and causes of action which fall within the special knowledge or expertise of a federal administrative agency until the administrative agency has been afforded an opportunity to act." Id., citing United States v. General Dynamics Corp., 828 F. 2d 1356 (9th Cir. 1987); see also General Electric v. MV Nedlloyd et al., 817 F.2d 1022, 1026 (2d Cir. 1987). Not only does it fix "priority for passing on a given issue," but it "exists to encourage a court and agency to act in coordination with one another." General Electric, 817 F.2d at 1026. Indeed, the doctrine "rests on both a concern for uniform outcomes (which may be defeated if disparate

courts resolve regulatory issues inconsistently) and on the advantages of allowing an agency to apply its expert judgment." Allnet Communications v. National Exchange, 965 F.2d 1118, 1120 (D.C. Cir. 1992).

This Court itself invoked primary jurisdiction in situations where the courts have jurisdiction over the claim from the very outset but it is likely that the case will require resolution of issues, which under a regulatory scheme, have been placed in the hands of an administrative body. Advamtel, L.L.C. v. Sprint Communs. Co. L.P., 125 F. Supp. 2d 800 (E.D. Va. 2001).

No fixed formula exists for applying the doctrine of primary jurisdiction, but in every case the question is whether the reasons for the existence of the doctrine are present and whether the purposes it serves will be aided by its application in the particular litigation. As an aid to determining whether the doctrine should apply in any given case, courts identify four factors to consider : (1) whether the question at issue is within the conventional experience of judges or whether it involves technical or policy considerations within the agency's particular field of expertise; (2) whether the question at issue is particularly within the agency's discretion; (3) whether there exists a substantial danger of inconsistent rulings; and (4) whether a prior application to the agency has been made. Advamtel, L L.C. v. Sprint Communs. Co. L.P., 125 F. Supp 2d at 804.

In Advamtel, Plaintiffs, competitive local exchange carriers brought the action to collect from defendant Sprint Communications Co., unpaid tariff rates for originating and terminating access charges. Sprint, a long-distance or interexchange carrier, claimed it was not obligated to pay these charges (i) because their tariff rates were unreasonable and (ii) because Sprint and AT&T Corp. claimed they never ordered plaintiffs'' services. The issue of the reasonableness of the tariff rates was earlier referred to the Federal Communications Commission on primary

jurisdiction grounds. Sprint filed a motion to refer the remaining issues to the FCC. This Court granted defendant's motion in part and denied in part. It referred to the Federal Communications Commission, on primary jurisdiction grounds, legal questions concerning whether and how an interexchange carrier could terminate or decline services ordered or constructively ordered from a competitive local exchange carrier. It reserved straightforward fact questions concerning defendant's compliance. The subject action is similar to Advamtel.

A. The Question Involves Technical and Policy Considerations within the FMC's Particular Field of Expertise.

Application of this test ensures the coordination of "administrative and judicial decision-making by taking advantage of agency expertise" and referral of "issues of fact not within the conventional experience of judges or cases which require the exercise of administrative discretion." Advamtel, L.L.C v. Sprint Communs. Co. L.P., 125 F. Supp. 2d at 804. The issues related to the alleged violations of the Shipping Act and Plaintiff's "bait and switch" scheme to defraud the shipping public require technical and policy considerations within the FMC's particular field of expertise These are unique issues of what constitute "reasonable" practices, and more importantly, in view of the allegations in the FMC Complaint by DRAFT the agency case is asked to address what allegedly are false statement to this very Court, and their implications in the regulatory context. These are serious allegations, and will require the special experience and expertise of the agency to deal with the technical and policy consideration that are wrapped up in the factual and legal issues placed before this Court. There are major policy consideration that impact the entire shipping public in the issues raised in this case.

B. The Question at Issue Is Particularly within the FMC's Discretion.

Several courts have recognized that the FMC must be allowed to interpret its own statutes

and regulations pursuant to the doctrine of primary jurisdiction, and that court should defer to such interpretations if they are reasonable or tenable. In District Counsel of the Port of Philadelphia v. Seatrain, 377 F. Supp. 1278 (E.D. Pa. 1973), the court considered its jurisdiction in relation to that of the FMC under the Shipping Act of 1916, the predecessor to the Shipping Act of 1984. In so doing, the Court upheld the primacy of the FMC's jurisdiction. Quoting extensively from Delaware River Port Authority v. United States Lines, Inc., 331 F. Supp. 441, 447 (E.D. Pa. 1971), the Court held that "the determination of whether or not the ocean carriers' practice constituted a violation of the provisions of the 'Shipping Act [of 1916]' is to be adjudicated by the FMC 'as the competent administrative board to determine if the conduct alleged . . . is in fact illegal'." District Counsel of the Port of Philadelphia, 377 F. Supp. at 1280. Also, in Maritrend, Inc. v. Galveston Wharves, 152 F R.D. 543 (S.D. Tex. 1993), another Court recognized that "the doctrine of primary jurisdiction has often been invoked in order to give the FMC an opportunity to determine whether provisions of the Shipping Act . . . have been violated and to provide an injured party with a remedy for such violations." Maritrend, 152 F.R.D. at 555 (citations omitted). See also Buchanan v. Fowler, 381 F. 2d 7, 8 (5th Cir. 1967) (holding that "factual disputes arising under the Shipping Act fall within the primary jurisdiction of the FMC")

Other courts equally support such deference to an administrative agency's expertise. In Allnet Communication Service, Inc. v. National Exchange Carrier Ass'n, 965 F 2d 1118 (D.C. Cir. 1992), the Circuit Court affirmed a regulatory agency's primary jurisdiction in a particularly technical area relating to tariff interpretation. The Allnet court held that

> the [agency] has primary jurisdiction, i.e., that it is best suited to make the initial decision on the issues in dispute, even though the District Court had subject matter jurisdiction. The primary jurisdiction doctrine rests both on a concern for uniform outcomes (which may be defeated if disparate courts resolve regulatory

> issues inconsistently) . . . and on the advantages of allowing an agency to apply its expert judgment. Expertise, of course, is not merely technical but extends to the policy judgments needed to implement an agency's mandate. Given the concern for uniformity and expert judgment, it is hardly surprising that courts have frequently invoked primary jurisdiction in cases involving tariff interpretations--an issue closely related to the central issues here, compliance of a tariff with regulatory standards and the consequences of imperfect compliance.

Allnet, 965 F.2d at 1120 (citations omitted). The court also recognized that, when it comes to an agency's interpretation of its own regulation, the agency is "owed great deference." Id.; see also, American Assoc. of Cruise Passengers v. Cunard Line et al., 31 F.3d 1184, 1186 (D.C. Cir. 1994), citing Far East Conference v. United States, 342 F.2d 570, 574 (1952) (holding that "[i]n cases raising issues of fact not within the conventional experience of judges or cases requiring the exercise of administrative discretion, agencies created by Congress for regulating the subject matter should not be passed over."). The Allnet court went on to state that "it would make little sense to refrain from applying primary jurisdiction merely because of an ancillary claim that we would reach only after examination of ones clearly within the agency's purview." Allnet, 965 F.2d at 1122.

It comes to the FMC's interpretation of the Shipping Act and its own regulations to determine the issues related to the alleged violations of the Shipping Act and Plaintiff's "bait and switch" scheme to defraud the shipping public.

C. **There Exists a Substantial Danger of Inconsistent Ruling.**

The primary jurisdiction doctrine promotes a uniform development of law and policy in the areas where Congress has delegated to an administrative agency the authority to develop and establish national rules. Advamtel at 804. Congress has delegate to the FMC the authority to develop and establish shipping regulations and to protect shipping public. Therefore, the issues raised in this action require the FMC have consistent rulings in order to promote a uniform

develop of shipping law and regulations.

D. No Prior Application to the FMC Has Been Made.

No prior application has been made by any party in this proceeding regarding the issues in the Complaint. In view of the particular facts in this case, this would be a matter of first instance at the Federal Maritime Commission.

This Court is now facing an identical situation in this case as it did in Advamtel . That is, before making a final determination as to the Defendant's liability in subject action, this Court must, among other things, first determine whether Plaintiff as an alleged agent for Maersk, the underlying ocean common carrier, is entitled to detention and demurrage pursuant to Maersk's tariff, when DAMCO A/S acted as an NVOCC for Defendant's shipments subject of this action and issued its own house bills of lading. Further, DAMCO A/S did not have detention or demurrage provisions in its tariff as required by the Shipping Act, and Maersk acted as an underlying ocean common carrier and only had a contractual relationship with DAMCO A/S and not with Defendant. There is also the issue that in its Exhibit to the Complaint, Plaintiff did not attach a single Maersk bill of lading. The reason is clear: DRAFT would not be shown as a party to the bills of lading, and it would become clear in the process that DRAFT only had a relationship with a person not a party to the proceeding, and more importantly, a party without a legal basis for invoicing and collecting such charges. The tariff requirement is so central to the Shipping Act that determination of this issue reaches beyond technical assessment to the very core of those policy judgments to be made by the FMC in implementing and fulfilling its congressional mandate. Similarly, these interpretations are not merely technical, but are central to the agency's mandate of implementing the Shipping Act. As such, Defendant submits that these determinations would best be made by the FMC because of its expertise on such issues,

and that this Court should defer to the expert judgment of the FMC in making its final determinations in this Proceeding pursuant to the doctrine of primary jurisdiction.

CONCLUSION

Defendant respectfully requests that for all the foregoing reasons, that the Court dismiss the Complaint pursuant to Rule 12(b)(1) (6) and (7) of the Federal Rules of Civil Procedure. In the alternative, in the event that the Court denies Defendant's Motion to Dismiss, Defendant respectfully requests that this action be stayed pursuant to the doctrine of primary jurisdiction pending the FMC's resolution of subject issues.

Respectfully submitted,

By:

/S/

Alan H. Yamamoto, Esq
643 S. Washington St.
Alexandria, VA 22314

Carlos Rodriguez, Esq.
Todd C. Fineberg, Esq.
Rodriguez O'Donnell
Gonzalez & Williams, P.C.
1250 Connecticut Ave., N.W , Ste. 200
Washington, DC 20036
Tel: 202-973-2999
Fax: 202-293-3307

Motion for admission
pro hac vice pending

Attorneys for Defendant
DRAFT CARGOWAYS INDIA (PVT.), LTD.

Certificate of Service

I, Alan H. Yamamoto, attorney for Draft Cargoways India PVT, Ltd., hereby certify that on the 29th of October, 2010, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

Linda D. Regenhardt VSB 27455
Rachel Goldstein VSB 45679
Bailey Gary P.C.
8500 Leesburg Pike, Su9oite 7000
Vienna, VA 22182
lregenhardt@baileygary.com

I hereby further certify that I will mail the document by U.S. mail to any non-filing users in this case.

/S/
Alan H. Yamamoto
Virginia Bar No. 25872
643 S. Washington St.
Alexandria, VA 22314
Tel (703) 684-4700
Fax (703) 684-6643
E-mail: yamamoto.law@verizon.net

EXHIBIT 8.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Damco A/S Dampfærgevej 21 DK-2100 Copenhagen O Denmark	)	
Plaintiff,	)	
v.	)	Case No. 1:10 cv 929 LO/JFA
DRAFT-CARGOWAYS INDIA (PVT.) LTD. SERVE: National Registered Agents, Inc. REGISTERED AGENT 201 North Union St., Ste. 140 Alexandria, VA 22314	)	
Defendant.	)	

AMENDED COMPLAINT

Damco A/S, Plaintiff, by its attorneys, brings this action against the Defendant, Draft-Cargoways India (Pvt.) Ltd., and alleges as follows:

I.

JURISDICTION AND VENUE

1. The matters herein alleged constitute an admiralty and maritime claim within the jurisdiction of this United States District Court and are within the meaning of 28 U.S.C.A.§1333(1) and Fed. R. Civ. P.9(h).

2. Venue is proper in this Court pursuant to 28 U.S.C.§1391(c), as Defendant has an office in Leesburg, Virginia and conducts business therein.

II.

THE PARTIES

3. Plaintiff is a corporation validly existing and in good standing under the laws of Denmark that acts as a non-vessel operating common carrier ("NVOCC") in the foreign commerce of the United States. As such, it provides ocean transportation of cargo to the public for compensation in the foreign commerce of the United States.

4. The Defendant is a business entity organized under the laws of India that operates in Virginia, elsewhere in the United States, and in foreign jurisdictions. It has an office in Leesburg, VA. It furnishes international ocean freight consolidation, forwarding and logistics services.

III.

THE FACTS

5. During the period from approximately December, 2007, through November, 2008, Defendant engaged Plaintiff to transport containerized cargo from India to Baltimore, MD for the account of Defendant, and Plaintiff in fact transported such cargo.

6. The contract of carriage between Plaintiff and Defendant is contained in and evidenced by the bills of lading issued to Defendant by Plaintiff.

7. Paragraph 2 of Plaintiff's bill of lading incorporates Plaintiff's tariff by reference. As required by 46 U.S.C.A.§40501, the terms and conditions applicable to the transportation services provided to Defendant by Plaintiff were set forth in Plaintiff's Tariff No. 001 (hereinafter "Plaintiff's Tariff").

8. Plaintiff, as a NVOCC, does not operate the vessels that transport the cargo. Accordingly, Plaintiff engaged a vessel-operating common carrier, Maersk Line, to transport containers tendered to Plaintiff by Defendant.

9. As required by 46 U.S.C.A.§40501 and 40502, the terms and conditions applicable to the transportation services provided to Plaintiff by Maersk Line were set forth in one or more service contracts between Maersk Line and Plaintiff, which service contracts incorporated Maersk Line's Tariff No. 723 (hereinafter "Maersk Line Tariff") by reference.

10. The rules contained in the Maersk Line Tariff provided that charges of $225 per day would apply if cargo delivered to the United States was not removed from the ocean terminal at destination within the period of time after arrival set forth in the service contract(s) between Maersk Line and Plaintiff or incorporated therein by reference to the Maersk Line Tariff.

11. Maersk Line timely notified Plaintiff of the arrival in Baltimore of the containers tendered to Plaintiff by Defendant, and Plaintiff in turn timely notified Defendant of the arrival of its containers.

12. Despite being notified of the arrival of its containers Defendant, through its own act and/or omission and through no fault of Plaintiff, failed to remove a significant number of its containers from the ocean terminal within the time permitted.

13. As a result of Defendant's failure to remove the containers in a timely manner, Plaintiff became liable to Maersk Line for demurrage and/or detention charges. Maersk Line invoiced Plaintiff for $182,025 (see Exhibit 1), and was paid $174,412.50 by Plaintiff.

14. Plaintiff, through its agent Damco USA Inc., invoiced Defendant for the $174,412.50 in charges it paid to Maersk Line. See Exhibit 2. Defendant paid Plaintiff $20,735 of that amount, leaving an outstanding balance of $153,787.50.

15. Clause 1 of Plaintiff's bill of lading defines the term "Freight" as including:

> all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

Clause 1 defines the term "Carrier" to mean Damco.

16. Clause 16.4 of Plaintiff's bill of lading provides, in relevant part:

> The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff.

17. Plaintiff's bill of lading defines Merchant, in relevant part, as follows:

> Includes the Shipper, Holder, Consignee...

Defendant is named as both Shipper and Consignee on Plaintiff's bill of lading.

Defendant paid Plaintiff the ocean freight for the transportation of the containers herein at issue, but failed to pay the additional charges herein at issue.

18. Clause 15.2 of Plaintiff's bill of lading provides:

> The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the warranties in clause 14.3 or from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

19. The relevant portion of Rule 2-25 of Plaintiff's tariff provides:

> 1. For purposes of this tariff rule, the term "third party charges" means any fees, charges, fines or monetary assessment of any kind imposed by any person other than Carrier including, but not limited to, national, state, provincial or local governments, any quasi-governmental entity, ports or port authorities, terminals, stevedores and warehousemen) in connection with the cargo and/or the handling, storage, inspection or treatment of same (but excluding the actual transport of the cargo).
>
> 2. In the event that Carrier pays any third party charges, Carrier shall be entitled to reimbursement from Merchant for such charges, due upon receipt of Carrier's invoice for such charges. Third party charges shall constitute freight payable on the shipment for which such charges were paid by Carrier.

20. Rule 21 of Plaintiff's tariff provides:

> Free time allowed and detention charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying vessel operating common carrier.

IV.

VIOLATIONS ALLEGED

COUNT I
(Breach of Contract)

21. Plaintiff incorporates the allegations set forth in paragraphs 1 through 20 by reference and said matters are realleged as if fully set forth herein.

22. Pursuant to Plaintiff's bill of lading and Plaintiff's Tariff, Defendant agreed and was bound to pay the demurrage and/or detention charges in the total amount of $174, 412.50, of which only S20,735 was paid by Defendant, leaving Defendant with an outstanding

balance payable to Plaintiff of $153,757.50, together with interest thereon at the legal rate.

23. Plaintiff has demanded payment of these outstanding charges from Defendant, but the charges have not been paid.

24. Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with Defendant and imposed by law.

25. Pursuant to the above-cited provisions of Plaintiff's Tariff and bill of lading, Plaintiff is entitled to payment of the outstanding balance as well as attorneys' fees and costs incurred in collecting sums due Plaintiff.

COUNT II

(Monies Due on Open Account)

26. The allegations of paragraphs 1 through 25 are incorporated by reference and are realleged as if fully set forth herein.

27. Within the last approximately 29 months on a written open book account for money due, Defendant became indebted to Plaintiff in the amount of $153,757.50.

28. Neither the whole nor any part of the above sum has been paid and there is now due, owing and unpaid from Defendant to Plaintiff the sum of $153.757.50, together with interest thereon at the legal rate.

IV.

PRAYER

WHEREFORE, Plaintiff prays as follows:

1. That judgment be entered in favor of Plaintiff for the total amount of its claim in the amount of One Hundred Fifty-Three Thousand Seven Hundred Fifty-Seven Dollars and Fifty Cents ($153,757.50), together with prejudgment interest at the legal rate;
2. For the cost of the suit herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as this court may deem just proper.

Respectfully submitted,

Dated: November 12, 2010

/s/

Kathryn Ruth Yingling Schellenger
VA Bar No. 79242
Marc J. Fink (pro hac vice admission pending)
Attorneys for Damco A/S
COZEN O'CONNOR
1627 I Street, N.W., Suite 1100
Washington, D.C. 20006
Phone: (202) 912-4863
Facsimile: (202) 330-5648
Email: kschellenger@cozen.com

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of November, 2010, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

Linda Dianne Regenhardt
Rachel J. Goldstein
Bailey Gary P.C.
8500 Leesburg Pike
Suite 7000
Vienna, Virginia 22182

Alan H. Yamamoto
Law Office of Alan Yamamoto
634 S. Washington Street
Alexandria, Virginia 22314

/s/

Kathryn Ruth Yingling Schellenger
VA Bar No. 79242
Attorney for Damco A/S
COZEN O'CONNOR
1627 I Street, N.W., Suite 1100
Washington, D.C. 20006
Phone: (202) 912-4863
Facsimile: (202) 330-5648
Email: kschellenger@cozen.com

EXHIBIT 9.

1st. ORIGINAL

BILL OF LADING

Shipper / Exporter

NAVA BHARAT VENTURES LIMITED
NAVA BHARAT CHAMBERS, RAJ BHAVAN ROAD
HYDERABAD – 500 082, INDIA.
A/c. NAVA BHARAT (SINGAPORE) PTE. LTD.
31, CANTONMENT ROAD
SINGAPORE 089747

Booking Ref.

Bill of Lading No. DCIPL / A / BLT /5260

Consignee (not negotiable unless consigned To ORDER)

ALLEGHENY ALLOYS TRADING LP
1700 N. HIGHLAND ROAD, SUITE 208
PITTSBURGH, PA 15241, USA
PHONE: 412-833-9733
FAX #: 412-774-2728

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

Received by the Carrier the Goods as specified in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any of local privileges and customs notwithstanding
CMA Mimes Container Lines, OCI Container Lines, PML Container Lines
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier

OTI # : 18552 N

Notify Party / Address

1ST NOTIFY PARTY :
SAMUEL SHAPIRO & COMPANY
ONE CHARLES CENTER
100 NORTH CHARLES STREET, SUITE 1200
BALTIMORE, MARYLAND 21201-3895, USA
PHONE: (410) 539-0540

2ND NOTIFY PARTY :
RUKERT TERMINALS CORP.
2021 SOUTH CLINTON ST.
BALTIMORE, MD 21224
PHONE: (410) 276-1013 EXT 253

Vessel / Voy No.	Place of Receipt *	Place of Delivery*
M.V. "KRIPA" V-009S	XXX	XXX
Port of Loading	**Port of Discharge**	**Final Destination**
VISAKHAPATNAM PORT, INDIA	BALTIMORE, MD 21224	BALTIMORE, MD 21224

Particulars furnished by the Shipper

Container No. and Seal No. Marks & Nos.	Quantity and Kind of Packages	Description of Goods	Measurement (M³) Gross Weight (KGS)
SHIPPERS LOAD. STOW. COUNT			SAID TO WEIGH
BULK IN 25 X 20' CONTAINERS STUFFED @20 MT NET EACH,		FERRO CHROME	500.000 MT (NET WEIGHT)
CONTAINER NOS. & CUSTOMS SEAL NOS AS PER ANNEXURE			

'SHIPPED ON BOARD'

'FREIGHT PREPAID'

FCL/FCL

CY/CY

SHIPPING BILL NO.4403789 DT.13.06.2008

DETENTION CHARGES APPLICABLE AS PER LINES TARIFF

TWENTY FIVE X TWENTY FEET DRY CONTAINERS ONLY.

TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER

DEMURRAGE CHARGES APPLICABLE AS PER PORT TARIFF

ORIGINAL

For delivery of goods, please apply to :	Freight and Charges:	Prepaid	Collect	Number of Original B/Ls: 03 (THREE)
SHIPPING AGENT ADDRESS AT DISCHARGE PORT DRAFT CARGOWAYS INDIA PVT. LTD, 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL : 001-866-323-0410, 1-631-223-4269 FAX : 001-631-206-9188	TOTAL AMOUNT :	SHIPPED ON BOARD		Place and Date of issue: VISAKHAPATNAM DATED 26 JUN 2008 IN WITNESS of the contract herein contained the number of originals stated above has been issued, one of which being accomplished the other(s) to stand void For DRAFT CARGOWAYS INDIA PRIVATE LIMITED As Carrier For Maxicom Shipping Agencies Pvt. Ltd, As Agents Signed As Agent(s) For The Principal

* APPLICABLE ONLY WHEN USED AS A COMBINED TRANSPORT BILL OF LADING

1st. ORIGINAL

BILL OF LADING

Shipper / Exporter	Booking Ref.	Bill of Lading No.
NAVA BHARAT VENTURES LIMITED NAVA BHARAT CHAMBERS, RAJ BHAVAN ROAD HYDERABAD – 500 082, INDIA. A/c. NAVA BHARAT (SINGAPORE) PTE. LTD. 31, CANTONMENT ROAD SINGAPORE 089747		DCIPL / A / BLT /5261

Consignee (not negotiable unless consigned To ORDER)

ALLEGHENY ALLOYS TRADING LP
1700 N. HIGHLAND ROAD, SUITE 208
PITTSBURGH, PA 15241, USA
PHONE: 412-833-9733
FAX #: 412-774-2728

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

Notify Party / Address

ST NOTIFY PARTY :
AMUEL SHAPIRO & COMPANY
NE CHARLES CENTER
0 NORTH CHARLES STREET, SUITE 1200
ALTIMORE, MARYLAND 21201-3895, USA
HONE: (410) 539-0540

2ND NOTIFY PARTY :
RUKERT TERMINALS CORP.
2021 SOUTH CLINTON ST.
BALTIMORE, MD 21224
PHONE: (410) 276-1013 EXT 253

Received by the Carrier the Goods as specified in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any of local privileges and customs notwithstanding.
DBA Mitsui Container Lines, DCI Container Lines, FML Containers Lines
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier

OTI # : 18552 N

Vessel / Voy No.	Place of Receipt *	Place of Delivery*
M.V. "KRIPA" V-009S	XXX	XXX
Port of Loading	**Port of Discharge**	**Final Destination**
VISAKHAPATNAM PORT, INDIA	BALTIMORE, MD 21224	BALTIMORE, MD 21224

Particulars furnished by the Shipper

Container No. and Seal No. Marks & Nos.	Quantity and Kind of Packages	Description of Goods	Measurement (M³) Gross Weight (KGS)
SHIPPERS LOAD. STOW. COUNT			SAID TO WEIGH
BULK IN 25 X 20' CONTAINERS STUFFED @20 MT NET EACH,		FERRO CHROME	500.000 MT (NET WEIGHT)
CONTAINER NOS. & CUSTOMS SEAL NOS AS PER ANNEXURE			

'SHIPPED ON BOARD'

'FREIGHT PREPAID'

SHIPPING BILL NO.4403790 DT.13.06.2008

FCL/FCL
CY/CY

DETENTION CHARGES APPLICABLE AS PER LINES TARIFF

TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER

TWENTY FIVE X TWENTY FEET DRY CONTAINERS ONLY.

DEMURRAGE CHARGES APPLICABLE AS PER PORT TARIFF

ORIGINAL

For delivery of goods, please apply to :	Freight and Charges:	Prepaid	Collect	Number of Original B/Ls: 03 (THREE)
SHIPPING AGENT ADDRESS AT DISCHARGE PORT DRAFT CARGOWAYS INDIA PVT. LTD, 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL : 001-866-323-0410, 1-631-223-4269 FAX : 001-631-206-9188	TOTAL AMOUNT :	SHIPPED ON BOARD		Place and Date of issue: VISAKHAPATNAM DATED 26 JUN 2008 IN WITNESS of the contract herein contained the number of originals stated above has been issued, one of which being accomplished the other(s) to stand void For DRAFT CARGOWAYS INDIA PRIVATE LIMITED As Carrier For Maxicon Shipping Agencies Pvt. Ltd, As Agents Signed As Agent(s) For The Principal

* APPLICABLE ONLY WHEN USED AS A COMBINED TRANSPORT BILL OF LADING

1st. ORIGINAL

BILL OF LADING

Shipper / Exporter	Booking Ref.	Bill of Lading No.
NAVA BHARAT VENTURES LIMITED NAVA BHARAT CHAMBERS, RAJ BHAVAN ROAD HYDERABAD – 500 082, INDIA. A/c. NAVA BHARAT (SINGAPORE) PTE. LTD. 31, CANTONMENT ROAD SINGAPORE 089747		DCIPL / A / BLT /5262

Consignee (not negotiable unless consigned To ORDER)

ALLEGHENY ALLOYS TRADING LP
1700 N. HIGHLAND ROAD, SUITE 208
PITTSBURGH, PA 15241, USA
PHONE: 412-833-9733
FAX #: 412-774-2728

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

Notify Party / Address

1ST NOTIFY PARTY :
SAMUEL SHAPIRO & COMPANY
ONE CHARLES CENTER
100 NORTH CHARLES STREET, SUITE 1200
BALTIMORE, MARYLAND 21201-3895, USA
PHONE: (410) 539-0540

2ND NOTIFY PARTY :
RUKERT TERMINALS CORP.
2021 SOUTH CLINTON ST.
BALTIMORE, MD 21224
PHONE: (410) 276-1013 EXT 253

Received by the Carrier the Goods as specified in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any of local privileges and customs notwithstanding
CBA Mitsui Container Lines, DCI Container Lines, FML Container Lines
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier

OTI # : 18552 N

Vessel / Voy No.	Place of Receipt *	Place of Delivery*
M.V. "KRIPA" V-009S	XXX	XXX
Port of Loading	**Port of Discharge**	**Final Destination**
VISAKHAPATNAM PORT, INDIA	BALTIMORE, MD 21224	BALTIMORE, MD 21224

Particulars furnished by the Shipper

Container No. and Seal No. Marks & Nos.	*Quantity and Kind of Packages*	*Description of Goods*	*Measurement (M³) Gross Weight (KGS)*
SHIPPERS LOAD. STOW. COUNT			**SAID TO WEIGH**
BULK IN 25 X 20' CONTAINERS STUFFED @20 MT NET EACH,		FERRO CHROME	500.000 MT (NET WEIGHT)
CONTAINER NOS. & CUSTOMS SEAL NOS AS PER ANNEXURE			

'SHIPPED ON BOARD'

'FREIGHT PREPAID'

FCL/FCL
CY/CY

SHIPPING BILL NO.4403791 DT.13.06.2008

DEMURRAGE CHARGES APPLICABLE AS PER PORT TARIFF

TWENTY FIVE X TWENTY FEET DRY CONTAINERS ONLY.

TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER

DETENTION CHARGES APPLICABLE AS PER LINES TARIFF

ORIGINAL

For delivery of goods, please apply to :	Freight and Charges:	Prepaid	Collect	Number of Original B/Ls: 03 (THREE)
SHIPPING AGENT ADDRESS AT DISCHARGE PORT DRAFT CARGOWAYS INDIA PVT. LTD, 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL : 001-866-323-0410, 1-631-223-4269 FAX : 001-631-206-9188	TOTAL AMOUNT :	SHIPPED ON BOARD		Place and Date of Issue: VISAKHAPATNAM DATED 26 JUN 2008 IN WITNESS of the contract herein mentioned the number of originals stated above has been issued, one of which being accomplished the other(s) to stand void. For DRAFT CARGOWAYS INDIA PRIVATE LIMITED As Carrier For Maxicon Shipping Agencies Pvt. Ltd. As Agents Signed As Agent(s) For The Principal

* APPLICABLE ONLY WHEN USED AS A COMBINED TRANSPORT BILL OF LADING

1st. ORIGINAL

BILL OF LADING

Shipper / Exporter

NAVA BHARAT VENTURES LIMITED
NAVA BHARAT CHAMBERS, RAJ BHAVAN ROAD
HYDERABAD - 500 082, INDIA.
A/c. NAVA BHARAT (SINGAPORE) PTE. LTD.
31, CANTONMENT ROAD
SINGAPORE 089747

Booking Ref.

Bill of Lading No. DCIPL / A / BLT /5265

Consignee (not negotiable unless consigned To ORDER)

ALLEGHENY ALLOYS TRADING LP
1700 N. HIGHLAND ROAD, SUITE 208
PITTSBURGH, PA 15241, USA
PHONE: 412-833-9733
FAX #: 412-774-2728

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

Notify Party / Address

1ST NOTIFY PARTY :
SAMUEL SHAPIRO & COMPANY
ONE CHARLES CENTER
100 NORTH CHARLES STREET, SUITE 1200
BALTIMORE, MARYLAND 21201-3895, USA
PHONE: (410) 539-0540

2ND NOTIFY PARTY :
RUKERT TERMINALS CORP.
2021 SOUTH CLINTON ST.
BALTIMORE, MD 21224
PHONE: (410) 276-1013 EXT 253

Received by the Carrier the Goods as specified in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any of local privileges and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier

OTI # : 18552 N

Vessel / Voy No.	Place of Receipt *	Place of Delivery*
M.V. "KRIPA" V-009S	XXX	XXX
Port of Loading	**Port of Discharge**	**Final Destination**
VISAKHAPATNAM PORT, INDIA	BALTIMORE, MD 21224	BALTIMORE, MD 21224

Particulars furnished by the Shipper

Container No. and Seal No. Marks & Nos.	*Quantity and Kind of Packages*	*Description of Goods*	*Measurement (M³) Gross Weight (KGS)*
SHIPPERS LOAD, STOW, COUNT			SAID TO WEIGH
BULK IN 25 X 20' CONTAINERS STUFFED @20 MT NET EACH,		FERRO CHROME	500.000 MT (NET WEIGHT)
CONTAINER NOS. & CUSTOMS SEAL NOS AS PER ANNEXURE			

FCL/FCL

CY/CY

'SHIPPED ON BOARD'

'FREIGHT PREPAID'

SHIPPING BILL NO.4403945 DT.20.06.2008

DETENTION CHARGES APPLICABLE AS PER LINES TARIFF

TWENTY FIVE X TWENTY FEET DRY CONTAINERS ONLY.

TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER

DEMURRAGE CHARGES APPLICABLE AS PER PORT TARIFF

ORIGINAL

For delivery of goods, please apply to :	Freight and Charges:	Prepaid	Collect	Number of Original B/Ls: 03 (THREE)
				Place and Date of Issue: VISAKHAPATNAM DATED 26 JUN 2008

SHIPPING AGENT ADDRESS AT DISCHARGE PORT

SHIPPED ON BOARD

DRAFT CARGOWAYS INDIA PVT. LTD,
354 EBAUGH DRIVE
LEESBURG, VA 20175, USA
TEL : 001-866-323-0410, 1-631-223-4269
FAX : 001-631-206-9188

TOTAL AMOUNT :

IN WITNESS of the contract herein contained the number of originals stated above has been issued, one of which being accomplished the other(s) to stand void

For DRAFT CARGOWAYS INDIA PRIVATE LIMITED As Carrier
For Maxicon Shipping Agencies Pvt. Ltd.

As Agents

Signed As Agent(s) For The Principal

* APPLICABLE ONLY WHEN USED AS A COMBINED TRANSPORT BILL OF LADING

BILL OF LADING

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

COPY

FCL/FCL

ORIGINAL

DRAFT CARGOWAYS INDIA PVT. LTD.

* APPLICABLE ONLY WHEN USED AS A COMBINED TRANSPORT BILL OF LADING

BILL OF LADING

DRAFT CARGOWAYS INDIA PRIVATE LIMITED

ORIGINAL

12 JAN 2008

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 07/30/08
CAN No: 2008/174
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	ALLEGHENY ALLOYS TRADING	HBL#	DCIPL/A/BLT/5265
Address:	1700 N HIGHLAND ROAD #208, BETHEL PARK, PA TEL:412 833 9733	AMS HBL#	CCU0005761
		Ship Date	
		MBL #	MAEU856796630
		IT	V0781436311
		IT DATE & PLACE	08/02/08 BALTIMORE

Port of Loading	VISAKHAPATNAM	Place of Delivery	BALTIMORE
Port of Discharge	NORFOLK VA / ETA: 08/02/08	Final Destination	BALTIMORE / ETA: 08/09/08
Vessel Name/Voyage	MAERSK DAESAN / V0808	Original Endorsed B/L Required	YES
Date Cargo Available:	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	DUNDALK MARINE TERMINAL FIRMS CODE :D010 FIRST ST AND EAST SERVICE RD BALTIMORE TEL:410-282-5181,FAX:410-285-8419	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
MAKU2423732/20GP /FCL	1 25/BULK CONTAINERS	FERRO CHROME	50000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY SURCHARGE	150.00
TOTAL AMT US$	$225.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 01/24/08
CAN No: 2008/489
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	ALLIANCE INTERNATIONAL INC	HBL#	DCIPL/A/BLT/5117
Address:	100,OCEANGATE LONG BEACH CA-90802 TEL:562-308-9140,FAX:562-308-9141	AMS HBL#	DMCQCCU0005271
		Ship Date	12/24/07
		MBL #	MAEU855717263
		IT	V0781354019
		IT DATE & PLACE	01/25/08 NORFOLK VA

Port of Loading	VISAKHAPATNAM	Place of Delivery	BALTIMORE
Port of Discharge	NORFOLK VA / ETA: 01/25/08	Final Destination	BALTIMORE / ETA: 01/28/08
Vessel Name/Voyage	MAERSK DOUGLAS / V0802	Original Endorsed B/L Required	YES
Date Cargo Available: NO	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	DUNDALK MARINE TERMINAL FIRMS CODE :D010 FIRST ST AND EAST SERVICE RD BALTIMORE TEL:410-282-5181,FAX:410-285-8419	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
APMU2717302/20GP /FCL	1 52/BULK CONTAINERS	BULK LOOSE IN 52 CONTAINERS	1014000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY SURCHARGE	312.00
TOTAL AMT US$	$387.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 08/11/08
CAN No: 2008/183
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	ALLEGHENY ALLOYS TRADING	HBL#	DCIPL/A/BLT/5260
Address:	1700 N HIGHLAND ROAD #208, BETHEL PARK, PA TEL:412 833 9733	AMS HBL#	DMCQCCU0005727
		Ship Date	06/27/08
		MBL #	MAEU856708990
		IT	V0781439422
		IT DATE & PLACE	08/09/08 NORFOLK VA

Port of Loading	VISAKHAPATNAM	Place of Delivery	BALTIMORE
Port of Discharge	NORFOLK VA / ETA: 08/09/08	Final Destination	BALTIMORE / ETA: 08/12/08
Vessel Name/Voyage	MAERSK DENVER / V0808	Original Endorsed B/L Required	YES
Date Cargo Available:	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	DUNDALK MARINE TERMINAL FIRMS CODE :D010 FIRST ST AND EAST SERVICE RD BALTIMORE TEL:410-282-5181,FAX:410-285-8419	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
MSKU2618570/20GP /FCL	1 25/BULK CONTAINERS	FERRO CHROME	5000000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY SURCHARGE	150.00
TOTAL AMT US$	$225.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 08/04/08
CAN No: 2008/180
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	ALLEGHENY ALLOYS TRADING	HBL#	DCIPL/A/BLT/5261
Address:	1700 N HIGHLAND ROAD #208, BETHEL PARK, PA TEL:412 833 9733	AMS HBL#	DMCQCCU0005739
		Ship Date	
		MBL #	MAEU856723524
		IT	V0781439422
		IT DATE & PLACE	08/09/08 NORFOLK VA

Port of Loading	VISAKHAPATNAM	Place of Delivery	BALTIMORE
Port of Discharge	NORFOLK VA / ETA: 09/08/08	Final Destination	BALTIMORE / ETA: 08/19/08
Vessel Name/Voyage	MAERSK DENVER / V0808	Original Endorsed B/L Required	YES
Date Cargo Available:	G.O. DATE: NO	Notify Party	
Free Time Expires	NA		
CARGO LOCATION	DUNDALK MARINE TERMINAL FIRMS CODE :D010 FIRST ST AND EAST SERVICE RD BALTIMORE TEL:410-282-5181,FAX:410-285-8419	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
MSKU2325401/20GP /FCL	1 25/BULK CONTAINERS	FERRO CHROME	50000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY SURCHARGE	150.00
TOTAL AMT US$	$225.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 07/30/08
CAN No: 2008/173
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	ALLEGHENY ALLOYS TRADING	HBL#	DCIPL/A/BLT/5262
Address:	1700 N HIGHLAND ROAD #208, BETHEL PARK, PA TEL:412 833 9733	AMS HBL#	TO BE ADVICE
		Ship Date	NO
		MBL #	MAEU856723537
		IT	V0781436311
		IT DATE & PLACE	08/02/08 NA

Port of Loading	VISAKHAPATNAM	Place of Delivery	BALTIMORE
Port of Discharge	NORFOLK VA / ETA: 08/02/08	Final Destination	BALTIMORE / ETA: 08/09/08
Vessel Name/Voyage	MAERSK DAESAN / V0808	Original Endorsed B/L Required	YES
Date Cargo Available: NO	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	DUNDALK MARINE TERMINAL FIRMS CODE :D010 FIRST ST AND EAST SERVICE RD BALTIMORE TEL:410-282-5181,FAX:410-285-8419	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
APMU2729664/20GP /FCL	1 25/BULK CONTAINERS	FERRO CHROME	50000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY SURCHARGE	150.00
TOTAL AMT US$	$225.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 02/27/08
CAN No: 2008/521
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	GLENCORE LTD.	HBL#	DCIPL/A/GLNPRK/5144
Address:	C/O. KINDER MORGAN-ARROW TERMINAL 2928 EAST 126TH ST CHICAGO, IL 60533	AMS HBL#	MAEU855824602
		Ship Date	01/12/08
		MBL #	MAEU855824602
		IT	
		IT DATE & PLACE	CLEAR @ PORT

Port of Loading	CHENNAI	Place of Delivery	GALENA PARK,TX
Port of Discharge	HOUSTON TX / ETA: 03/02/08	Final Destination	GALENA PARK,TX / ETA: 03/02/08
Vessel Name/Voyage	SL COMMITMENT / V0804	Original Endorsed B/L Required	YES
Date Cargo Available: NO	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	APM TERMINAL -HOUSTON 919 E. Barbours Cut Blvd La Porte, TX 77571 Tel: +1 (281) 470-8500 Fax: +1 (281) 470-4505	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
AMFU3014697/20GP /FCL	1 39/CONTAINER	HIGH CARBON FERRO CHIROME OFINDIAN ORIGIN IN LOOSE BULK STUFFED IN 39 CONTAINERS.	750000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
CARRIER SECURITY CHARGES	234.00
DOCUMENT TRANSFER FEES	75.00
TOTAL AMT US$	$309.00

DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA

354 EBAUGH DRIVE
LEESBURG, VA 20175
Tel: 1-866-323-0410 (IMPORTS). 1-631-223-4269
Fax: 1-631-206-9188
Email: usaoprn@draftcargoways.com

Date: 03/26/08
CAN No: 2008/576
Prepared By: HARRY

CARGO ARRIVAL NOTICE CUM INVOICE

Name:	GLENCORE LTD.	HBL#	DCIPL/A/IND/5195
Address:	C/O. KINDER MORGAN-ARROW TERMINAL 2928 EAST 126TH ST CHICAGO, IL 60533	AMS HBL#	CHGHDCIIND5195
		Ship Date	03/22/08
		MBL #	MAEU855934680
		IT	
		IT DATE & PLACE	NA NA

Port of Loading	CHENNAI	Place of Delivery	NEWARK
Port of Discharge	NEWARK / ETA: 04/27/08	Final Destination	NEWARK / ETA: 04/27/08
Vessel Name/Voyage	MAERSK DRISCOLL / V0808	Original Endorsed B/L Required	YES
Date Cargo Available: NO	G.O. DATE: NO	Notify Party	
Free Time Expires	5 DAYS AFTER AVAILABILITY		
CARGO LOCATION	APM TERMINAL -NJ(E425) 6080,MCLESTER ST ELIZABETH,NJ 07207 TEL:908-558-6457,FAX:908-558-6481	Container Return Location	

Container No/Container Type	No of Cont No of Pkgs Pks Type	Cargo Description	Gross Weight	Volume
KNLU3314583/20GP /FCL	1 76/BULK CONTAINERS	HIGH CARBON FERRO CHROME OF INDIAN ORIGIN IN LOOSE BULK STUFFED IN 76 NOS. OF FULL 20FT TEU CONTAINERS.	1495000.00 kgs	

Remarks:-

1. Please send Cashier's/Certified Check for total charges payable toDRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA
2. For payment by wire transfer add $20 for Bank Charges
3. Cargo will be released within 48 hrs after receipt of the Payment and the Original House Bill of Lading.
4. Prior to cargo pick-up, consignee must clear Customs and confirm Freight Release with Pier/CFS. Please Pick-up your cargo ASAP to avoid unnecessary charges
5. A delinquency charge @24% p.a., is charged on accounts PAST DUE AFTER 15 DAYS, plus all costs of collection, suit and reasonable attorney fees.
6. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the Unites States Shipping Act of 1994
7. DRAFT CARGOWAYS INDIA PRIVATE LIMITED-USA liability is limited to the refund of money charged against the pertinent service.

Invoice Details

Description of Charges	Amount (US$)
DOCUMENT TRANSFER FEES	75.00
CARRIER SECURITY CHARGES	456.00
TOTAL AMT US$	$531.00

ANNEXURE			
VESSEL : M.V. KRIPA V - 009S			
EXP: 500.00 MT FERRO CHROME IN			
25 X 20' CONTAINERS			
DIS PORT: BALTIMORE, MD 21224			
B/L NO.: DCIPL/A/BLT/5260			
SL. NO.	CONTAINER NO.	SEAL NO.	WEIGHT IN MT
1	TEXU2076750	1279522	20.000
2	MSKU2756815	1279509	20.000
3	SEAU2306333	1279724	20.000
4	MSKU3118348	1279749	20.000
5	SEAU2272784	1279711	20.000
6	MSKU3588568	1279739	20.000
7	MSKU2618570	1279504	20.000
8	MSKU2608470	1279512	20.000
9	MSKU3877621	1279502	20.000
10	POCU0304319	1279517	20.000
11	KNLU3255937	1279519	20.000
12	MSKU7059578	1279520	20.000
13	MSKU3768744	1279515	20.000
14	NDLU2005578	1279524	20.000
15	PONU2020742	1279514	20.000
16	MSKU2442856	1279513	20.000
17	UESU2192153	1279740	20.000
18	INBU3224981	1279510	20.000
19	TEXU2395892	1279501	20.000
20	POCU0306179	1279738	20.000
21	PONU0324936	1279511	20.000
22	PONU0348239	1279518	20.000
23	CRXU1179239	1279720	20.000
24	MSKU2382090	1279503	20.000
25	SAMU2210193	1279508	20.000
		TOTAL:	500.000

ANNEXURE			
VESSEL : M.V. KRIPA V - 009S			
EXP: 500.00 MT FERRO CHROME IN			
25 X 20' CONTAINERS			
DIS PORT: BALTIMORE, MD 21224			
B/L NO.: DCIPL/A/BLT/5261			
SL. NO.	CONTAINER NO.	SEAL NO.	WEIGHT IN MT
1	MSKU3938413	1279529	20.000
2	INBU3569181	1279578	20.000
3	MSKU2577002	1279579	20.000
4	MSKU2325401	1279548	20.000
5	MSKU4367371	1279597	20.000
6	MSKU3439862	1279555	20.000
7	MSKU2648024	1279587	20.000
8	MSKU7107640	1279596	20.000
9	MSKU3388220	1279567	20.000
10	MSKU3722065	1279583	20.000
11	PONU2106893	1279590	20.000
12	PONU0807430	1279549	20.000
13	PONU0344193	1279554	20.000
14	PONU0906480	1279551	20.000
15	PONU0460465	1279545	20.000
16	PONU0810579	1279589	20.000
17	POCU0288882	1279580	20.000
18	TTNU3111346	1279581	20.000
19	TTNU2167037	1279592	20.000
20	TTNU1362506	1279569	20.000
21	TTNU2795136	1279537	20.000
22	TGHU3215062	1279553	20.000
23	TEXU2256578	1279594	20.000
24	GLDU2142480	1279546	20.000
25	FSCU3740972	1279584	20.000
		TOTAL:	500.000

ANNEXURE			
VESSEL : M.V. KRIPA V - 009S			
EXP: 500.00 MT FERRO CHROME IN			
25 X 20' CONTAINERS			
DIS PORT: BALTIMORE, MD 21224			
B/L NO.: DCIPL/A/BLT/5262			
SL. NO.	CONTAINER NO.	SEAL NO.	WEIGHT IN MT
1	GLDU3088110	1279595	20.000
2	MSKU2604263	1279576	20.000
3	MSKU3859720	1279577	20.000
4	TGHU3206965	1279572	20.000
5	MSKU2912121	1279561	20.000
6	MAEU6994027	1279564	20.000
7	POCU0573386	1279552	20.000
8	MSKU2738787	1279539	20.000
9	APMU2741459	1279593	20.000
10	GESU2158474	1279566	20.000
11	MSKU2891815	1279582	20.000
12	MSKU3404830	1279526	20.000
13	MSKU3577990	1279541	20.000
14	MSKU3497160	1279538	20.000
15	APMU2729664	1279598	20.000
16	SEAU2305492	1279560	20.000
17	MSKU2755737	1279585	20.000
18	UESU2228045	1279574	20.000
19	KNLU3369971	1279573	20.000
20	GLDU0320880	1279563	20.000
21	PONU0939421	1279586	20.000
22	POCU0498765	1279550	20.000
23	MSKU4142014	1279547	20.000
24	MSKU7024648	1279562	20.000
25	MLCU2934978	1279575	20.000
		TOTAL:	500.000

ANNEXURE			
VESSEL : M.V. KRIPA V - 009S			
EXP: 500.00 MT FERRO CHROME IN			
25 X 20' CONTAINERS			
DIS PORT: BALTIMORE, MD 21224			
B/L NO.: DCIPL/A/BLT/5265			
SL. NO.	CONTAINER NO.	SEAL NO.	WEIGHT IN MT
1	CAXU6519173	1279559	20.000
2	MSKU3167907	1279558	20.000
3	MSKU3486653	1279568	20.000
4	MSKU3933659	1279601	20.000
5	MSKU4058834	1279617	20.000
6	TGHU2529829	1279619	20.000
7	GATU0466723	1279621	20.000
8	MSKU2388863	1279625	20.000
9	MSKU3003502	1279605	20.000
10	MSKU2825789	1279618	20.000
11	MSKU3586532	1279599	20.000
12	MSKU3973409	1279588	20.000
13	PONU0093035	1279600	20.000
14	PONU0396176	1279602	20.000
15	PONU2007632	1279591	20.000
16	SEAU2333977	1279557	20.000
17	MSKU3904537	1279556	20.000
18	PONU2032722	1279603	20.000
19	MSKU2804127	1279604	20.000
20	MSKU2423732	1279542	20.000
21	CLHU3111360	1279623	20.000
22	GATU0548272	1279622	20.000
23	KNLU3280267	1279565	20.000
24	PONU0308405	1279624	20.000
25	PONU0605492	1279606	20.000
		TOTAL:	500.000

MATLOR SHIPPING AGENCIES PVT. LTD.

ANNEXURE

VESSEL NAME : M.V.C.S SIGNE V-909
POD : BALTIMORE, MARYLAND USA
B/L NO: [illegible]

SL NO	CONTAINER NOS	SEAL NOS
1	[illegible]	MLBN [illegible]
2	[illegible]	MLBN [illegible]
3	[illegible]	MLBN [illegible]
4	[illegible]	MLBN [illegible]
5	[illegible]	MLBN [illegible]
6	[illegible]	MLBN [illegible]
7	[illegible]	MLBN [illegible]
8	[illegible]	MLBN [illegible]
9	[illegible]	MLBN [illegible]
10	[illegible]	MLBN [illegible]
11	[illegible]	MLBN [illegible]
12	[illegible]	MLBN [illegible]
13	[illegible]	MLBN [illegible]
14	[illegible]	MLBN [illegible]
15	[illegible]	MLBN [illegible]
16	[illegible]	MLBN [illegible]
17	[illegible]	MLBN [illegible]
18	[illegible]	MLBN [illegible]
19	[illegible]	MLBN [illegible]
20	[illegible]	MLBN [illegible]
21	[illegible]	MLBN [illegible]
22	[illegible]	MLBN [illegible]
23	[illegible]	MLBN [illegible]
24	[illegible]	MLBN [illegible]
25	[illegible]	MLBN [illegible]
26	[illegible]	MLBN [illegible]
27	[illegible]	MLBN [illegible]
28	[illegible]	MLBN [illegible]
29	[illegible]	MLBN [illegible]
30	[illegible]	MLBN [illegible]
31	[illegible]	MLBN [illegible]
32	[illegible]	MLBN [illegible]
33	[illegible]	MLBN [illegible]
34	[illegible]	MLBN [illegible]
35	[illegible]	MLBN [illegible]
36	[illegible]	MLBN [illegible]
37	[illegible]	MLBN [illegible]
38	[illegible]	MLBN [illegible]
39	[illegible]	MLBN [illegible]
40	[illegible]	MLBN [illegible]
41	[illegible]	MLBN [illegible]
42	[illegible]	MLBN [illegible]
43	[illegible]	MLBN [illegible]
44	[illegible]	MLBN [illegible]
45	[illegible]	MLBN [illegible]
46	[illegible]	MLBN [illegible]
47	[illegible]	MLBN [illegible]
48	[illegible]	MLBN [illegible]
49	[illegible]	MLBN [illegible]
50	[illegible]	MLBN [illegible]
51	[illegible]	MLBN [illegible]
52	[illegible]	MLBN [illegible]

ANNEXURE

VESSEL M V KISSAMA VOY.309

B/L NO DC(P)A/GLNPRK/5144

NO OF CONTAINERS :39 X20'CONTAINERS

SL NO.	CONTAINER NO.	WEIGHT IN M.T.	SEAL NO.
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]
[illegible]	[illegible]	[illegible]	ML IN [illegible]

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the following individuals (s) via e-mail and first class mail, postage prepaid:

Marc J. Fink, Esq.
Wayne R. Rohde, Esq.
Cozen O'Connor
The Army and Navy Club Building
Suite 1100
1627 I Street NW
Washington DC 20006

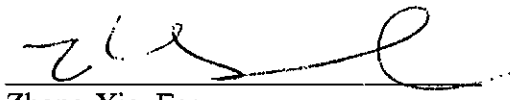
Attorneys for Respondents DAMCO USA, INC., DAMCO A/S and A.P. MOLLER-MAERSK A.S.

Cheryl Driscoll, Secretary
Glencore Ltd.
301 Tresser Blvd
Stamford, CT 06901

Secretary of Respondent Glencore Ltd.

Breen Trading LLC
404 Duquesne Dr
Pittsburgh PA 15243

General Partner of Respondent Allegheny Alloys Trading, L.P.



Zheng Xie, Esq.
RODRIGUEZ O'DONNEL
GONZALEZ & WILLIAMS, P.C.
1250 Connecticut Ave. N.W., Suite 200,
Washington, D.C. 20036
202-973-2981 (Telephone)
202-293-3307 (Facsimile)
Attorneys for Complainant
DRAFT CARGOWAYS (INDIA) PVT. LTD.

Dated in Washington D.C., this 22nd day of November, 2010