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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

Federal Maritime Commission, Washington, DC.

Formal Docket No. 11-08

COMPLAINT

Ndahendekire Barbara

(Claimant)

vs.

African Shipping

(Respondent)

and

Njoroge Muhia

(Respondent)

and

ALCO Logistics, LLC

(Respondent)

and

Brenda Alexander

(Respondent)

and

Air 7 Seas Transport Logistics, Inc

(Respondent)



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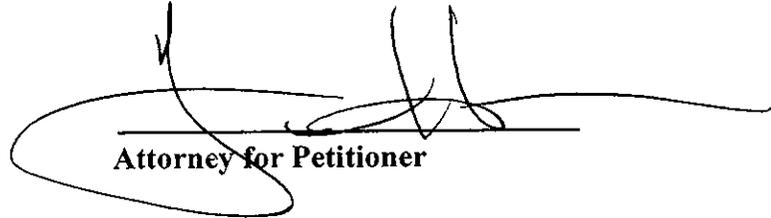
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NOTICE OF APPEARANCE

Terri Herron of the Law Office of Terri Herron, LLC located in Atlanta, Georgia, appears as Attorney on behalf of the Petitioner, Ndahendekire Barbara, in the above matter. All correspondence should be directed to this firm.

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

**Law Office of Terri Herron, LLC
470 E Paces Ferry Rd NE
Atlanta, Georgia 30305
404-550-8695 (office)
678-264-2224 (fax)
therron@terriherronlaw.com**



Attorney for Petitioner

Mailing Addresses for List of Respondents

in B. Ndahendekire Complaint

1. **African Shipping**
114 Whitefield Way
Woodstock, GA 30188 USA
2. **Njoroge Muhia**
2260 Robinson Road
Marietta, GA 30068 USA
3. **ALCO Logistics, LLC**
4799 Aviation Pkwy
Suite I
Atlanta, GA 30349 USA
4. **Brenda Alexander, Agent for ALCO Logistics LLC**
4799 Aviation Pkwy
Suite I
Atlanta, GA 30349 USA
5. **Air 7 Seas Transport Logistics, Inc.**
P.O. Box 611117
San Jose, CA 95161-1117 USA

I. The claimant is Ndahendekire Barbara. Ms. Barbara is the acting agent for Ndahendekire Foundation located at P O. Box 1511 Mbarara, Uganda.

II The respondents named above are African Shipping, Njoroge Muhia, ALCO Logistics, LLC, Brenda Alexander and Air 7 Seas Transport Logistics, Inc.

Mr. Njoroge Muhia is the Chief Executive Officer of African Shipping, located at 2260 Robinson Rd Marietta, GA 30068, United States. African Shipping specializes in international cargo shipping

Ms. Brenda Alexander is an acting agent for ALCO Logistics, LLC located at 4799 Aviation Pkwy Suite I Atlanta, GA 30349, United States. ALCO Logistics, LLC is a freight forwarding and logistics company.

Air 7 Seas Transport Logistics, Inc is located at 1815 Houret Ct Milpitas CA 95035, Mailing Address P O Box 611117 San Jose, CA 95161-1117, United States. Air 7 Seas Transport Logistics, Inc is a freight forwarding company

III African Shipping is in violation of the Shipping Act of 1984, as amended by the Ocean Shipping Reform act of 1998 46 U S C § 41102(c) (former Section 10(d)(1))

ALCO Logistics, LLC is in violation of the Shipping Act of 1984, as amended by the Ocean Shipping Reform act of 1998 46 U S C § 41102(c) (former Section 10(d)(1))

Air 7 Seas Transport Logistics, Inc is in violation of the Shipping Act of 1984, as amended by the Ocean Shipping Reform act of 1998 46 U S C § 41102(c) (former Section 10(d)(1))

46 U S C § 41102(c) (former Section 10(d)(1)). "A common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property."

African Shipping, ALCO Logistics, LLC and Air 7 Seas Transport Logistics failed to ensure that Ms. Barbara container was delivered safely, securely and on time to the required destination. Their failure to do so cause Ms. Barbara additional shipping cost as well as the loss of her contract for supplying medical supplies and equipment

IV Ms. Barbara had a winning bid with the Ministry of Health and Welfare to provide Mbarara Referral Hospitals with equipment for their Children's Hospital Ward in Uganda

Ms. Barbara had a contract with Relief Services, a Private Company that supplies food to relief camps in Sudan and Congo.

- A. On August 17, 2009 Ms. Barbara meet with Mr. Muhia, Chief Executive Officer of African Shipping to measure the chassis for a quotation. The chassis were standard 41 feet long by 7.5 feet high bind together.
- B. On July 23, 2009, Mr. Muhia notified Ms Barbara that the cost for the 2x 40' ft containers would cost \$8,500 (4,250 each). And for the 2 x 40' ft chassis would cost \$6,400 (\$3,200 each) since they were bind together to ship both of them to Mombasa, Kenya.
- C. On August 10, 2009, Ms Barbara paid transportation cost of \$2,300.00 to African Shipping by cash receipt No. 568501. Received and signed by Sales Director. Stan Musya.

Mr. Wanjohi, a self-employed private truck owner was hired by African Shipping, to transport the containers and chassis from Savannah, GA United States to Jacksonville, FL United States

The containers were to be delivered to Savannah, GA on their chassis. The chassis were to be bind together and delivered to Jacksonville, FL and then transported to Mombasa Kenya on the same day with the containers

- D. On September 10, 2009 Ms Barbara was invoiced by African Shipping

Invoice No. 11092009-1 Attached as Exhibit A

40' Container HC	Unit No. TFNU 566594-2	\$4,250.00
40' Container SDI	Unit No. TFNU 711724-9	\$4,250.00

Invoice No. 11092009-2 Attached as Exhibit B

40' Gooseneck Chassis	VIN No. 1S12GC405HB656480	\$3,200.00
40' Gooseneck Chassis	VIN No. 1H4E1038083	\$3,200.00

Mr. Musya signed Invoice No. 11092009-2 first in order to get the Bill of Lading on time so as to process their temporary license to be able to load the containers

Ms Barbara and Mr. Musya agreed that Invoice No. 1092009-1 would not be signed until the balance of \$2,400 was paid 10 days before the containers got to Mombasa

- E. Ms Barbara paid African Shipping \$12,500.00 via official check no. 1202456527 issued by Wachovia Bank on September 11, 2009. Attached as Exhibit C

There was a remaining balance of \$3,000.00 to be paid to African Shipping by Ms. Barbara.

- F On September 14, 2009, Ms. Barbara received a call from Mr. Wanjohi stating that there had been a mistake made with the bookings and that the containers were booked two (2) days earlier and he had been charged a storage fee for \$200.00 (\$100.00 per day) for the containers to be stored in Savannah, GA. Mr. Wanjohi informed Ms. Barbara that he would need to be reimbursed for the storage fee.

Mr. Wanjohi further informed Ms. Barbara that while he was in the process of transporting the bind chassis to Jacksonville, FL, he called to confirm his bookings and was told that the booking had been changed to Portsmouth, VA United States.

Mr. Muhia contacted Ms. Barbara later that day and stated that he would need an additional \$600 to reroute the containers and chassis back to FL. Ms. Barbara explained that she had previously paid a shipping charge and should not be charged for their mistake. Mr. Muhia stated that Mr. Wanjohi would not turn around without additional monies. Ms. Barbara paid the additional amount to transport the containers and chassis back to FL.

- G On September 22, 2009, Mr. Musva hand wrote an agreement stating that Ms. Barbara would pay \$12,500.00 via check for the shipment of the containers and chassis to Mombasa, Kenya. Ms. Barbara would pay \$600.00 cash for the transportation cost to have the chassis delivered. Ms. Barbara would have a remaining balance of \$3,000.00. Attached as Exhibit D.

- H On September 24, 2009, Mr. Wanjohi confirmed the containers and chassis were accepted at the Florida dock and were scheduled to leave for Mombasa on September 28, 2009.

Ms. Barbara contacted Mr. Muhia and requested the Bill of Lading. Mr. Muhia stated that until the remaining balance of \$3,000.00 was paid in full he would not release the Bill of Lading.

- I On November 5, 2009, Ms. Barbara contacted the police and had them go with her to African Shipping to acquire the Bill of Lading. Mr. Muhia was not there when Ms. Barbara and the police arrived.

Mr. Muhia later contacted Ms. Barbara and stated that he would give her the Bill of Lading but only for the containers. Mr. Muhia stated that once the remaining amount was paid in full he would give Ms. Barbara the Bill of Lading for the chassis.

- J. On November 9, 2009, Ms. Barbara contacted Mr. Muhia to ask if she could pay the shipper directly in order to get the Bill of Lading. Mr. Muhia stated that the shipper would not give their account number for a wire transfer since the shipper had not dealt with Ms. Barbara before.

Ms. Barbara requested that Mr. Muhia make a phone call with her to the shipper to ask if they would accept her payment. Mr. Muhia refused.

Ms. Barbara requested again that Mr. Muhia put her in contact with the shipper or give her the Bill of Lading so that her contact in Mombasa could begin the paperwork process. It was very important that the shipment paperwork be submitted in Mombasa prior to delivery to minimize delays at customs.

Mr. Muhia continued to refuse to give Ms. Barbara the Bill of Lading. In order to receive the Bill of Lading, Ms. Barbara transferred \$3,000.00 to Mr. Muhia's Bank of America Banking Account. Attached as Exhibit F.

Even after receiving the transfer of monies, Mr. Muhia was still unresponsive to Ms. Barbara and would not release the Bill of Lading.

- K. On November 16, 2009, Ms. Barbara was told by her agent in Mombasa that her containers had arrived in Mombasa on October 28, 2009.

Ms. Barbara was further notified by her agent that the Bill of Lading was not genuine and the Mombasa police had questioned him and accused him of falsifying documents.

The containers were being held by World Cargo Transport, located in New Jersey, United States, via their shipper, Zim American Integrated Liners, who had shipped the containers to Mombasa. The containers were accumulating demurrages that would have to be paid prior to their release.

When Ms. Barbara informed Mr. Muhia that the containers had been delivered in Mombasa on October 28, 2009, and were being held, Mr. Muhia stated that he was unaware that the containers had been delivered.

- L. Mr. Muhia contacted Ms. Barbara and stated that she would not be receiving the Bill of Lading for the chassis because Brenda Alexander with ALCO Logistics, LLC had failed to pay Air 7 Seas Transport Logistics, Inc. and World Cargo Transport.

Ms. Barbara and Mr. Muhia placed a three-way call to Mr. Mike and Reney Smith of World Cargo Transport. Mr. Mike and Mr. Smith informed Ms. Barbara that Ms. Alexander of ALCO Logistics had not paid them and the amount that was quoted to Ms. Barbara was incorrect. Mr. Muhia stated that Ms. Barbara would have to pay the additional amount to World Cargo Transportation to avoid demurrages.

- M. On December 07, 2009, Ms. Barbara made a wire transfer to World Cargo Transport in the amount of \$6,510.00 to PNC BANK.

World Cargo Transport did not release the container for two (2) weeks stating it was a process of the Bill of Lading.

- N. Ms. Barbara asked Mr. Muhia why Air 7 Seas Transport Logistics, Inc. were requesting an additional \$6,500.00 and stating that they had not been paid. Mr. Muhia was unresponsive.

Ms. Barbara contacted Mr. Benny with Air 7 Seas Transport. Mr. Benny informed Ms. Barbara that her chassis were now in Belgium and would be held there until the additional \$6,500.00 was paid. Mr. Benny stated that he had not received payment from Ms. Alexander.

Mr. Benny further informed Ms. Barbara that the measurements Mr. Muhia gave to Ms. Alexander were less than what was received. Mr. Muhia had stated 41 ft long instead of 42 ft and 7.5 high instead of 7.9 high. Ms. Barbara stated that the measurements she gave were standard measurements.

Ms. Barbara inquired as to why the chassis were sent to Belgium when they were scheduled to be delivered in Mombasa. Mr. Benny explained that they were in transit to Mombasa from Belgium. Mr. Benny was unable to explain anything further as to why the containers were delivered to Belgium instead of Mombasa. Ms. Barbara requested to speak to Mr. Benny's superior. Mr. Benny stated that he was the person she needed to speak to.

Ms. Barbara attempted to place a three-way call between herself, Mr. Benny, Mr. Muhia and Ms. Alexander. The call would only allow three callers and Mr. Benny was disconnected. Ms. Barbara explained to Mr. Muhia and Ms. Alexander that they needed to contact Mr. Benny and have her chassis and containers released.

- O Ms. Barbara attempted to contact Ms. Alexander on several occasions to ask when the containers would be released. Ms. Alexander would not answer her phone, return calls and was not seen in her office again.
- P. Ms. Barbara contacted Air 7 Seas Transport Logistics, Inc. again and spoke to the manager, Mr. Surya. Mr. Surya stated that he would not speak to Ms. Barbara because Air 7 Seas had dealt with Ms. Alexander and that if there was a problem Ms. Barbara would need to speak with Ms. Alexander.

Ms. Barbara contacted Air 7 Seas Transport Logistics, Inc. again and spoke to another manager, Ms. Rema. Ms. Rema stated that the chassis would be auctioned off if the payment was not received.

- Q Ms. Barbara called ALCO Logistics, LLC to inform them of what she had been told by Air 7 Seas Transport Logistics, Inc. and request that they assist her with retrieving her containers and chassis before they were auctioned off. Each person Ms. Barbara spoke to directed her to speak with Ms. Alexander. Ms. Alexander was unresponsive.
- R Ms. Rema contacted Ms. Barbara and explained that if she paid one-half of the amount requested by the shippers, she would negotiate with them to release the chassis in Belgium to save them from being auctioned off and paying the demurrages.
- S On December 3, 2009, Ms. Barbara deposited as cash in the amount of \$3,000.00 to Air 7 Seas Transport Logistics, Inc.

Later, Ms. Rema contacted Ms. Barbara and stated that the shippers refused the \$3,000.00 and stated that if full payment was not received the chassis would be auctioned off.

Ms. Barbara and Ms. Rema placed a three-way call with Mr. Phillip with Atlantic Container Line AB located at 272 Bendix Road Suite 300 Virginia Beach, VA 23452.

Mr Phillip refused to work with Ms. Barbara and stated, "If you don't pay, your cargo will be determined as no claim and auction it. I have only dealt with Air 7 Seas Transport Logistics, Inc. and will only deal with them."

T. On January 15, 2010, Ms Barbara paid the remaining balance to Atlantic Container Line AB. Ms. Barbara deposited as cash in the amount of \$2,780 00 to Atlantic Container Line AB's Wachovia Account

Atlantic Container Line AB released the chassis after two (2) weeks. Atlantic Container Line AB did not release the Bill of Lading instead by text release

U. On January 26, 2010, Marlene Valera, Export Documents Specialist with Air 7 Seas Transport Logistics, Inc wrote a letter to Atlantic Container Line AB reference to Shipment No SI-818932-00, that Atlantic Container Line AB retain the original Bill of Lading covering the shipment and release the shipment to Ndahendkire Foundation without the presentation of the original Bill of Lading Attached as Exhibit F

V. Mombasa customs and Kampala customs taxed Ms Barbara for four (4) vehicles rather than for two (2) due to separating the containers from their chassis

Ms Barbara was also charged demurrages from October 2009 to April 2010

V That by reasons of the facts stated in the foregoing paragraphs, complainant has been subject to injury as a direct result of the violations by respondents of the Shipping Act of 1984, as amended by the Ocean Shipping Reform act of 1998 46 U.S.C. §§40101-41300 as well as breach of contract

Ms Barbara had a binding contract with Mr Muhia and African Shipping to transport her chassis and containers to Mombasa, Kenya. Mr. Muhia and African Shipping did not fulfill their contractual promise, nor did they give information to Ms Barbara that they were not able to perform their duty as stated in the contract. Mr Muhia and African Shipping are in full breach of contract by contracting with other shippers and not paying the shippers, allowing the containers and chassis to be delivered to the wrong location, not notifying Ms Barbara of the delivery allowing demurrages to incur, requesting additional payments for delivery and release of the chassis and containers

Due to the respondents' action, Ms Barbara lost the bid with Ministry of Health and Welfare due to "no show" of the equipment. Ms. Barbara's equipment was in the

containers but was not delivered on time resulting in Ministry of Health and Welfare to cancel her winning bid and award it to another foundation

Ms. Barbara also lost the contract with Relief Services due to the failure of supplying the relief camps with food by the contracted delivery date. The contract amount with Relief Services was \$60,000 per year

Ms. Barbara has worked very hard for many years to build the Ndahendekire Foundation. Ms. Barbara has built a reputation of not only herself as a strong and dependable business woman but built a reputation of her foundation as a leading supplier of medical equipment and food supplier to the people of Uganda, Sudan and Congo

Not only has Ms Barbara's reputation as a medical equipment supplier and relief camp food supplier been damaged, but the reputation of the Ndahendekine Foundation has also been severely damaged Ms Barbara finds it difficult now to win bids due to her reputation of not being able to supply the items by the contracted delivery dates

- VI That complainant has been injured in the following manner To its damage in the sum of One Hundred Fifty Thousand Dollars and zero cents (\$150,000.00)

- VII Wherefore complainant prays that respondent be required to answer the charges herein, that after due hearing, an order be made commanding said respondent (and each of them), to cease and desist from the aforesaid violations of said act(s), to establish and put in force such practices as the Commission determines to be lawful and reasonable, to pay said complainant by way of reparations for the unlawful conduct hereinabove described the sum of One Hundred Fifty Thousand Dollars and zero cents (\$150,000.00), with interest and attorney's fees or such sum as the Commission may determine to be proper as an award of reparation, and that such other and further order or orders be made as the Commission determines to be proper in the premises

Dated at _____, this _____ day

of _____ 20 _____

Su Attached Page
(Claimant's Signature)

P.O. Box 1511 Mbarara, Uganda
(Claimant's Address)

(Signature of agent or attorney)

Law Office of Terri Herron, L.L.C.

470 E. Paces Ferry Rd., N.E., Atlanta, GA 30305
(Agent's or attorney's address)

Dated at _____, this 8th day
of October, 2010.

[Signature]
(Claimant's Signature)

P.O. Box 1511 Mbarara, Uganda
(Claimant's Address)

[Signature]
(Signature of agent or attorney)

Law Office of Terri Herron, LLC

470 E. Paces Ferry Rd., N.E. Atlanta, GA 30305
(Agent's or attorney's address)

VERIFICATION [See § 502.112]

State of Georgia, County of Fulton,

~~ss: Ndakendelire Barbara~~ being first duly sworn an oath deposes and say that she is

Ndakendelire Barbara [The complainant, or, if a firm, association, or corporation, state the capacity of the affiant] and is the person who signed the foregoing complaint, that she has read the complaint facts stated therein, upon information received from others, affiant believes to be true.

Subscribed and sworn to before me, a notary public in and for the State of Georgia,
County of Fulton, this 8th day of October, A.D. 2010.

(Seal) _____

(Notary Public)

My Commission expires _____



1210 ...
No. ...
... 44-287-8790
101-386-5987

INVOICE

ORDER NUMBER:

Invoice Date: 11/11/99

ORDER #:
THE ...
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FS, ... 44-287-8790 101-386-5987

...

268 Johnson Rd
Macon, GA 30068
Tel. 404-287-8790
404-386-5987

INVOICE

INVOICE # 1002075, 2

Invoice Date: 07/13/2009

THE NDA-BLINDING COMPANY
C/O DANIEL M. HARRIS
PO BOX 157
Macon, GA 30068

Dear Sirs:

Quantity	Description	Item Number	Unit Price	Total Price	Amount Due
2	...	1581013480	53205.78
...	...	1420111193	3200.00

APPROVED BY: DANIEL M. HARRIS

Date: 7/13/09

[Handwritten Signature]

TOTAL 5400.00

...

...

...

...

268 Johnson Rd - Macon, GA 30068 Tel: 404-287-8790 Fax: 404-386-5987

[Handwritten Signature]

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...

...

2260 Robinson Rd
 Marietta, GA 30068
 Tel: 404-287-8790
 : 404-386-5987

INVOICE

INVOICE # 1052002/2

Invoice Date: 09/10/2009

IBSE LTD
 THE NDAHENDER TRADING CO. LTD.
 C/O NDAHENDIKIRE BARBARA
 P.O BOX 2511
 MBAPARA, UGANDA.

AFRICAN SHIPPING
 2260 Robinson Rd, Marietta, GA 30068
 Tel: 404-287-8790 / 404-386-5987
 E-MAIL: info@afshipping.com

Order quantity

Invoice Number	Description of goods	UN Number	Net Weight	Class of cargo	Amount Due
1052002/2	40' gooseneck Chassis	13123CA05H36564R0	14,000.00	0	33200.00
	40' gooseneck Chassis	144EJC28083	14,000.00	0	33200.00

AFRICAN SHIPPING

2260 Robinson Rd Marietta GA 30068
 Tel: 404-287-8790 / 404-386-5987
 Date:

TOTAL DUE 36400.00

Total Amount Payable

Re: Invoice

Name

Tel:

Amounts listed are fees for shipments carried under the master bill of lading issued to African shipping by the respective shipping agency. Freight rates may change due to possible transport delays in Kenya and compliance with customs regulations. African shipping is not responsible for Cargo or Transit. It is the shipper's responsibility to insure their Cargo.

2260 Robinson Rd, Marietta GA 30068. Tel: 404-287-8790 Office 404-386-5987 Cel

International
Freight
Network
Carrier
Agent
Consolidator



AIR 7 SEAS®
TRANSPORT LOGISTICS, INC.
SFO • LAX • NYC • CHI • SEA • HOU • ATL

P. O. Box 61117
San Jose, CA 95161-1117
Ph: (408) 957-8787
Fx: (408) 957-7557
Email: info@air7seas.com
URL: www.air7seas.com

To: ATLANTIC CONTAINER LINE AB
272 Bendix Road Suite #300
Virginia Beach VA 23452

Date: January 26, 2010

To Whom It May Concern:

We refer to the Bill of Lading issued to cover the shipment described below:

RE: Shipment # S1-818932-00

Commodity: PCS, Used Chassis, TNFZ 421062 & TNFZ102882

Vessel/Voyage: Atlantic Companion/9306

Shipper:

Forwarder: Air 7 Seas Transport Logistics Inc. FMC#2724

Consignee: THE NDAHENDKIRE FOUNDATION AMAZIMA FARM

We hereby certify Atlantic Container Line to retain the Original Bill of Lading covering this shipment and release the referenced shipment to The Ndahendkire Foundation Amazima Farm without presentation of the Original Bil of Lading.

Now in consideration of your releasing the cargo on the above mentioned original Bill of Lading, we undertake to indemnify and hold you, the vessel, her Owners, Charterers, Master and Agents harmless with respect to any claim, damages, costs and expenses of any nature whatsoever that may be incurred solely because of the delivery of the shipment above described without requiring production and surrender of the Original set thereof.

In consideration of your accepting this undertaking, and releasing the above mentioned cargo we agree to hold you harmless from any and all liabilities of whatsoever nature and to reimburse you for the cargo value shown above and any additional claim, damages, costs, and expenses in connection therewith which solely arise from your accepting this undertaking of releasing cargo without presentation of the Original Bill of Lading.

Very Truly Yours,

Name: Marlene Valera

Title: Export Documents Specialist

Signature:

0114 2724



IATA# 01-1-9721

