

FEDERAL MARITIME COMMISSION

DOCKET NO. 11-13

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.

INITIAL DECISION – APPENDIX

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ORIGINAL

FEDERAL MARITIME COMMISSION

11-13

RECEIVED

SEP 27 2011

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.



SWORN AMENDED COMPLAINT

1. This Commission has jurisdiction of this complaint under the Shipping Act of 1984.
2. Venue in the District of Massachusetts is proper in that Plaintiff and Defendant are both based in Massachusetts and the conduct complained of took place within the District of Massachusetts.
3. Plaintiff, Atlantic Shipping Company, Inc. ("Atlantic"), is a Massachusetts corporation with a principle place of business in Fall River, Massachusetts.
4. Atlantic is a, duly licensed Vessel Operating Common Carrier by the Federal Maritime Commission.
5. Defendant, DI Nos Shipping, Inc., ("DI Nos") is a Massachusetts corporation having a principle place of business in Brockton, Massachusetts.
6. Upon information and belief, DI Nos is acting as a freight forwarder and or Non Vessel Operating Common Carrier in the southeastern Massachusetts area.
7. Upon information and belief, DI Nos is not licensed by the Federal Maritime Commission required by 46 USC 40901 and 46 USC 40902 therefore in violation of said requirements.

APP 1

8. Atlantic's relationships with its customers are governed by a standard contract, known as a dock receipt and bill of lading, a true copy of which is annexed hereto as Exhibit A.

9. Atlantic has used this distinctive form for many years, and has incurred legal fees in connection with the drafting and refinement thereof.

10. Upon information and belief, DI Nos uses the form of dock receipt and bill of lading annexed hereto as Exhibit B.

11. DI Nos form is deceptively similar to that used by Atlantic.

12. DI Nos form was copied from Atlantic's form as to typography, layout and content, with the intent of confusing potential customers.

13. Atlantic has been an incorporated business since 1995.

14. DI Nos was incorporated in August 2010.

15. DI Nos has often in the southern Massachusetts area, advertised on local radio stations, advertised on local television stations and distributes flyers advertising their shipping business to Cape Verde.

16. DI Nos receives cargo from various customers issues a Dock Receipt (which is before your Honor) and then in turn ships the cargo to Cape Verde.

17. Upon information and belief the flyer attached Exhibit "C" is one of the types of flyers DI Nos distributes advertising and promoting their shipping business.

WHEREFORE, the Plaintiff prays for the following relief.

1. An order enjoining the Defendant, temporarily, preliminarily and permanently from operating as an ocean transportation intermediary and or Non Vessel Operating Common Carrier without appropriate licensing and bonding;

2. An order enjoining the Defendant, temporarily, preliminarily and permanently from operating using its current form of dock receipt and bill of lading

Plaintiff,
Atlantic Shipping Co., Inc.,
By its attorneys,
Law Office of Richard P. Morrison

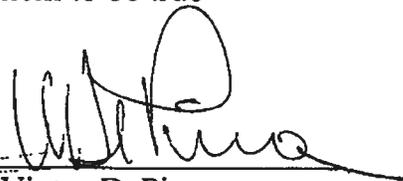


Richard P. Morrison
BBO# (646854)
41 Mink Street
Seekonk, Massachusetts 02771
(508) 336-5297
(508) 336-8862
rpm@morrisonlawoffices.com

VERIFICATION

VICTOR DE PINA, DULY SWORN, DEPOSES AND SAYS:

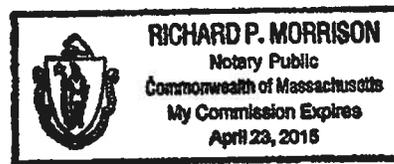
1. I am the president of the plaintiff corporation, Atlantic Shipping Co., Inc., am familiar with the books and records of the said corporation, am familiar with the transactions that form the basis of the complaint and make this affidavit of my own personal knowledge as well as my familiarity with the aforementioned books and records.
2. I have read the within Verified Complaint;
3. The allegations contained therein are true to the best of my knowledge, except for those items alleged upon information and belief and, as to those items, I believe them to be true



Victor DePina
President
Atlantic Shipping Company, Inc.

Commonwealth of Massachusetts
County of Bristol ss.:

Sworn to before me this 23rd day of September, 2011.



Notary Public
Richard P. Morrison

APP 4

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 11-13

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.

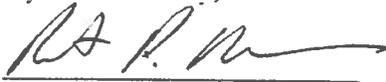
STATEMENT OF AGREED FACTS

1. Plaintiff, Atlantic Shipping Company, Inc. ("Atlantic"), is a Massachusetts corporation with a principle place of business in Fall River, Massachusetts.
2. Atlantic is licensed by the Federal Maritime Commission.
3. Defendant, Di Nos Shipping, Inc., ("Di Nos") is a Massachusetts corporation having a principle place of business in Brockton, Massachusetts.
4. Di Nos is not licensed by the Federal Maritime Commission.
5. Di Nos has used the form of dock receipt annexed hereto as Exhibit B.
11. Di Nos has been engaged by customers using the form annexed hereto as Exhibit B.
12. Di Nos intended that its relationship with such customers be governed by that form.
13. Di Nos currently uses the form of dock receipt annexed hereto as Exhibit C.
14. Di Nos has been engaged by customers using the form annexed hereto as Exhibit B.

APP. 5

15. Di Nos intended that its relationship with such customers be governed by that form.
16. Di Nos has solicited customers using the brochure annexed hereto as Exhibit C.
17. The Flyer Exhibit annexed hereto is an accurate translation of said flyer.
18. Di Nos charges a fee to provide services to customers seeking to transport goods to foreign ports, including those in Cape Verde.
19. Di Nos takes delivery of items from such customers and causes them to be shipped to such ports.
20. Di Nos does not advertise the fact that items are actually transported by persons, firms or entities other than itself.
21. Atlantic is in the business of shipping goods from Fall River to Cape Verde.

Respectfully Submitted, Atlantic Shipping Company, Inc.
By its Attorney,



Richard P. Morrison, Esq
BBO# 646854
41 Mink Street
Resmini Building
Seekonk, MA 02771
508-336-5297
Fax (508) 336-8862

CERTIFICATE OF SERVICE:

I, Richard P. Morrison, Esq. do certify that a true copy of this objection was sent on February 29th, 2012 by first-class mail postage prepaid and emailed to Attorney Laura A. Otenti, email lotenti@PBL.com, Prudential Tower, 800 Boylston Street, Boston, MA 02199-8004.

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FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 11-13

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.

AFFIDAVIT OF VICTOR DePINA

VICTOR DePINA, DULY SWORN, DEPOSES AND SAYS:

1. I am the president of the plaintiff corporation, Atlantic Shipping Company, Inc., ("Atlantic") am familiar with the books and records of the said corporation, am familiar with the transaction that forms the basis of the complaint and make this affidavit of my own personal knowledge.
2. On or about August 10th, 2010, I was at my place of business in Brockton, Massachusetts and my vehicle parked on the street, a flyer from Di Nos which has been submitted to this court and translated was placed on my wind shield stating that Di Nos shipped to Cape Verde.

3. Shortly thereafter, on or about August 10th I was driving my vehicle in Brockton, Massachusetts, and I listened to a radio advertisement on FM radio station Porton-Di-Nosilha, based in Brockton, Massachusetts, a radio advertisement about Di Nos Shipping, Inc. This advertisement stated they were less expensive to ship your goods to Cape Verde than Atlantic.
4. Then on or about August 10th, 2010, I was watching Television and saw advertisement about Di Nos Shipping, Inc. again the advertisement stated they were in the shipping business and could ship your goods cheaper than Atlantic to Cape Verde on Cabo-Video a Brockton television station.
5. Atlantic, is in the business of carrying goods by sea, particularly between Massachusetts and Cape Verde.
6. I obtained a dock receipt after August 10th, 2010 from Di Nos, which has been provided to this court, it stated that Atlantic was a party to the contract with Di Nos, this is not true and I as President and CEO of Atlantic Shipping never entered into any contract with Di Nos nor did I give permission at any time to allow my company's name to be used in Di Nos Dock Receipt.

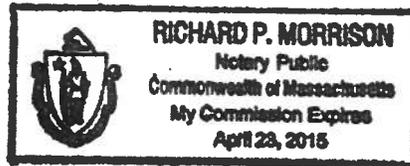
APP 8



Victor DePina
President & CEO
Atlantic Shipping Co., Inc.

State of Massachusetts
County of Bristol

Sworn to before me this *29th* day of February 2012.



Richard P. Morrison
Notary Public

APP 9

BEFORE THE FEDERAL MARITIME COMMISSION

ANSWER TO SWORN AMENDED COMPLAINT

Atlantic Shipping Company, Inc. v. Di Nos Shipping, Inc.

Docket No. 11-13

The above-named respondent, for answer to the complaint in this proceeding, states:

1. Paragraph 1 of the Sworn Amended Complaint ("Complaint") is a statement of law to which no response is necessary. To the extent a response is necessary the Respondent admits that the Federal Maritime Commission ("FMC") has jurisdiction over the Complaint.

2. Paragraph 2 of the Sworn Amended Complaint ("Complaint") is a statement of law to which no response is necessary. To the extent a response is necessary, and to the extent that the FMC conducts proceedings in Massachusetts, Respondent admits that venue would be proper in Massachusetts.

3. Respondent is without sufficient information to admit or deny the allegations in Paragraph 3 of the Complaint.

4. Respondent is without sufficient information to admit or deny the allegations in Paragraph 4 of the Complaint.

5. Admitted.

6. Denied.

7. Admitted that the Respondent does not have a license issued by the FMC. Denied as to the remainder of the allegations.

8. Respondent is without sufficient information to admit or deny the allegations in Paragraph 8 of the Complaint.

APP. 10

9. Respondent is without sufficient information to admit or deny the allegations in Paragraph 9 of the Complaint.

10. Admitted that the Respondent had used the form attached to the Complaint as Exhibit B, but discontinued such use upon notice by the Complainant.

11. Denied.

12. Denied.

13. Respondent is without sufficient information to admit or deny the allegations in Paragraph 13 of the Complaint.

14. Admitted.

15. Admitted that the Respondent advertises its services. Denied as to the remainder of the allegations.

16. Denied.

17. Admitted.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief may be granted.

2. The Complainant does not have standing.

3. The Complainant has suffered no damages.

4. The Complaint is moot as to the Respondent's use of the form attached to the Complaint as Exhibit B, as the Respondent no longer uses that form.

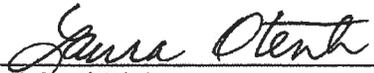
5. The Complaint is filed in bad faith.

6. The Complaint does not conform to the requirements of 46 C.F.R. § 502.62, including but not limited to subsections, (a), (c), (d), and (e).

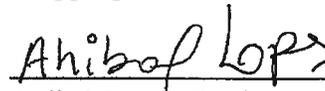
APP. 11

Wherefore Respondent prays that the Complaint in this proceeding be dismissed.

Di Nos Shipping, Inc.
by its attorneys,


Richard Bickelman (BBO 042440)
Ian Moss (BBO 658557)
Laura Otenti (BBO 660301)
Posternak Blankstein & Lund LLP
Prudential Tower
800 Boylston Street
33rd Floor
Boston, MA 02199
Tel: (617) 973-6116
Fax: (617) 722-4926
rbickelman@pbl.com
imoss@pbl.com
lotenti@pbl.com

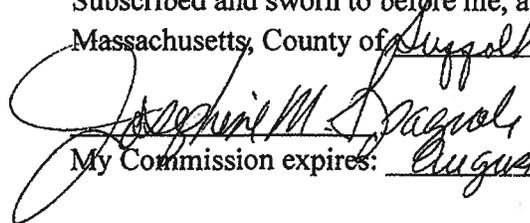
Di Nos Shipping, Inc.

By: 
Anibal Lopes, President
58 Intervale Street
Brockton, MA 02302

Verification

Commonwealth of Massachusetts, County of Suffolk, ss: Anibal Lopes being first duly sworn on oath deposes and says that he is President of Di Nos Shipping, Inc. and is the person who signed the foregoing Answer; that he has read the Answer and that the 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 Commonwealth of Massachusetts, County of Suffolk, this 5th October day of 2011.


My Commission expires: August 2, 2011

APP 12

FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 11-13

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.

AFFIDAVIT OF ORLANDO SPENCER

I, Orlando Spencer, do hereby depose and state as follows:

1. I am an officer and founder of Di Nos Shipping, Inc. ("Di Nos") and have direct knowledge of the facts set forth in this Affidavit, which facts I either know to be true as a matter of personal knowledge or as matter of the books and records of Di Nos maintained in the course of a regularly conducted business activity.

2. Di Nos, which means "ours" in Cape Verdean Creole, was formed by Anabel Lopes and myself to serve a need that we observed in our immigrant community. That need was the need of Cape Verdeans to send household goods- such as rice, used clothing, and shoes- to Cape Verde.

3. Local Cape Verdeans bring barrels full of household goods to Di Nos. Di Nos gives the cargo owner a receipt in the form attached hereto as Exhibit 1. At the time that these proceedings were commenced, Di Nos's receipt appeared as in Exhibit B to Atlantic's Statement of Facts. After Di Nos was alerted to the fact that the form mistakenly identified Atlantic in the small print, Di Nos stopped using the form. An example of the information that would be filled

in on the receipt is attached hereto as Exhibit 2, although that particular form is no longer being used.

4. Di Nos stores the individual barrels until there are enough barrels to fill a container. Di Nos then calls a licensed ocean freight forwarder, III Star Freight Services, Inc. ("III Star"), who provides all the substantive shipping services, except the actual ocean carriage. III Star engages a drayage company, Worldwide, to bring the container to Di Nos's facility in Brockton, Massachusetts to be stuffed, and then to transport the container to the Port of Boston.

5. III Star issues the bill of lading, a true and accurate copy of which is attached hereto as Exhibit 3, and takes care of export documentation, customs, booking the cargo with the ocean carrier, and other tasks necessary to transport the container. A true and accurate blank original bill of lading, with the terms and conditions printed on the backside, is attached hereto as Exhibit 5.

6. Di Nos receives a dock receipt from III Star in the form attached hereto as Exhibit 4. Both documents name Di Nos as the shipper and ANAV Shipping, a Cape Verdean agent, as the consignee.

7. When the container arrives in Cape Verde, the barrels are removed and delivered to the consignees.

8. Di Nos does not operate ocean vessels.

9. The value of the goods in the barrels are almost always worth less than \$500.

10. Di Nos does not book or arrange for space on the vessel or even a non-vessel owning common carrier. Rather, its licensed freight forwarder, III Star, makes such arrangements with the common carrier.

11. Di Nos does not process documentation relative to the container, other than to give a receipt for the individual barrels and receive instructions as to the ultimate consignee. As for activities incident to the shipment, Di Nos simply gathers and stores the barrels until there is enough to fill the container, and then loads the container.

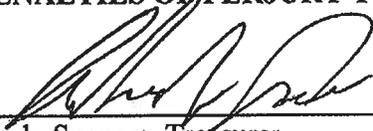
12. Di Nos does not order cargo to port, prepare or process export declarations, book or arrange or confirm cargo space, prepare or process bills of lading, prepare or process consular documents, arranging for cargo insurance, clear customs, prepare advance notification, move the cargo from origin to vessel, give expert advice.

13. Di Nos has merely set up the arrangement by which barrels are transported from Brockton to Cape Verde through the use of III Star and a Cape Verdean agent.

14. Di Nos is providing an important service to a class of people who otherwise might not have the wherewithal to obtain similar services for an affordable price. Given the small value of the cargo, the cost of shipping can quickly exceed the value of the goods being shipped. Additionally, Di Nos bridges the cultural and language gap that exists in this community.

15. I have come to learn that an agent from Atlantic has been telling Di Nos's customers that he will "put Di Nos out of business."

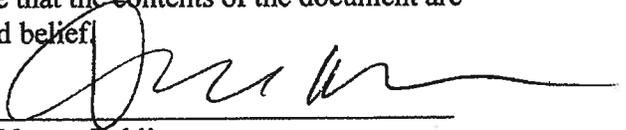
SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS ___ DAY
OF MARCH, 2012.



Orlando Spencer, Treasurer
DiNos Shipping, Inc.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Plymouth

On this 22nd day of March 2012, before me, the undersigned notary public, personally appeared Orlando Spencer, proved to me through satisfactory evidence of identification, which were Dr. Hicent, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



Notary Public
My commission expires 11-23-2012

APP. 16

DI NO'S CORP
AS AGENT FOR III STAR FREIGHT SERVICES, INC.
 58 INTERVALE STREET • BROCKTON, MA 02302
 774-444-6696 • 857-251-1977

WAREHOUSE RECEIPT #

0503

Date: _____ / _____ / _____

1. FROM

Customer Name: _____

Address: _____

City: _____ State: _____

Phone: _____

2. FROM

Receiver's Name: _____

Address: _____

Island: _____

3. SHIPMENT INFORMATION

NO. PACKAGES	CONTAINER TYPE	WEIGHT (KG)	PERSONAL EFFECT
	DRUM		
	CRATE		
	BOX		
	BUNDLE		
	CONTAINER		
	CAR		

COMMENTS:

4. Charges & Fees

Notes:

FREIGHT	
STRAPS	
TOTAL	

Signature: _____

CONDITIONS OF CONTRACT
 By giving an shipment, you agree, regardless of where you sign the front of this Warehouse Receipt, for yourself or as an agent for and on behalf of any person having interest in this shipment, to all terms on the WAREHOUSE RECEIPT, and as appropriate to all terms in the BILL OF LADING and any DI No's Corp as Agent for III Star Freight Services, Inc. agreement between you and DI No's Corp as Agent for III Star Freight Services, Inc. covering this shipment. Copies of Bill of Lading are available upon request.

1. The SHIPPER is responsible for any false statement concerning the contents of packages. 2. The Shipper is responsible for insurance of cargo. The CARRIER is not responsible for any damage which, in case of accident, would be covered by an insurance company. 3. The handling of cargo outside the ship is at SHIPPER'S risk and expense. 4. The CARRIER is not responsible for any downgrading or damage of merchandise. 5. Paid freight charges are not refundable. 6. The CARRIER is not responsible for any risk or damage to cargo transported on deck.

CLAIMS - All claims for damages or losses must be sent to us in writing within 90 days from date of your shipment arrival at port of destination. Please send all claims to DI No's Corp as Agent for III Star Freight Services, Inc. or our office address above. We won't be obligate to act on any claim from those charges.

Spencer Ex. 1

APP 17



DI NO'S SHIPPING CORP

68 INTERVALE STREET • BROCKTON, MA 02302
774-444-6696 • 857-251-1977

PACKAGE NO.

P 0079

Date: 9 / 15 / 2011

1. FROM

Shipping Name: Belmina Goncalves

Address: 73 Denton St

City: Brockton State: MA

Phone: _____

2. FROM

Receiver's Name: Luis Henrique Goncalves Pires

Address: _____

Island: MAIA

CONDITIONS OF CONTRACT

BY GIVING US SHIPMENT, YOU AGREE, REGARDLESS OF WHERE YOU SIGN THE FRONT OF THIS PACKAGE NO., FOR YOURSELF OR AS AN AGENT FOR AND ON BEHALF OF ANY PERSON HAVING INTEREST IN THIS SHIPMENT, TO ALL TERMS ON THIS PACKAGE NO., AND AS APPROPRIATE TO ALL TERMS IN THE BILL OF LADING AND ANY DI NO'S SHIPPING CORP. AGREEMENT BETWEEN YOU AND DI NO'S SHIPPING COVERING THIS SHIPMENT. COPIES OF BILL OF LADING ARE AVAILABLE UPON REQUEST.

3. SHIPMENT INFORMATION

NO. PACKAGES	CONTAINER TYPE	WEIGHT (KG)	PERSONAL EFFECT
1	DRUM	90	
	CRATE		
	BOX		
	BUNDLE		
	CONTAINER		
	CAR		

COMMENTS:

C. Divargas

4. Cargo Insurance SIM NAO

Date of Arrival: <u>9/15/11</u>	FREIGHT	<u>40</u>
	LOADING	
	STRAPS	
	TOTAL	<u>40</u>

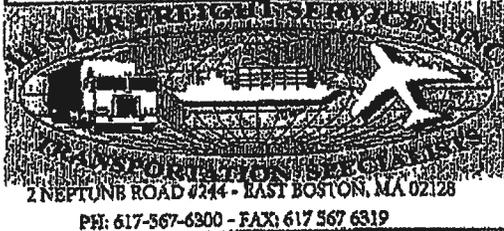
Signature: [Signature]

Spencer Ex 2

APP. 18

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENTS

SHIPPER/EXPORTER (2) DINO'S SHIPPING CORP 58 INTERVALE STREET BROCKTON, MA 02301		DOCUMENT NO. 038 BOS 056 700	EBL NO. B/L# 212 H
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) ANAV SHIPPING RUA SERPA PINT PO BOX 58 PRAIA, CAPE VERDE		EXPORT REFERENCE REF# 037212 H	
NOTIFY PARTY (4) CONTACT: OFFICE 011-238-260-3106		FORWARDING AGENT MSC	
PIER/TERMINAL (10)		COMBINED TRANSPORT PRECARRIAGE FROM (10A)	
VESSEL (11) MSC KYOTO V37R		PORT OF LOADING (12) BOSTON	
PORT OF DISCHARGE FROM VESSEL (13) LAS PALMAS, SPAIN		FOR TRANSHIPMENT TO (14) PRAIA, CAPE VERDE	
MARKS & NUMBERS		COMBINED TRANSPORT - ONWARD CARRIAGE	
AS ADDRESSED MEDU 806 264-0 SEAL# 0042704	NUMBER OF PKGS	DESCRIPTION OF GOODS 1/40' HC Container S.T.C. **SHIPPER LOAD STOW AND COUNT 209 BARRLES OF PERSONAL EFFECTS	GROSS WEIGHT Weight 17,100 KGS
FREIGHT PREPAID TELEX RELEASE		NO SED REQUIRED AFS ITN# X20110721040550	



*IF THE PRE-CARRIAGE OR ONWARD CARRIAGE BOXES ARE FILLED OUT, SHIPMENT WILL BE TREATED AS THOUGH COMBINED TRANSPORT. CARRIER UNDERTAKES ENTIRE TRANSPORT FROM THE PLACE WHERE THE GOODS ARE TAKEN IN CHARGE TO THE PLACE DESIGNATED FOR THEIR DELIVERY AND ASSUMES FULL LIABILITY FOR SUCH TRANSPORT AS PER CLAUSE 15

RECEIVED - In external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, seals to contain the goods described in Particulars Furnished by Shipper (contents, weight, and measurements unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as vessel can get, to and leave, always in stowage and without delay, and there to be delivered to consignee, or authorized receiver, or agent on payment of all charges due thereon.

FREIGHT CHARGES (SEE CLAUSE 10 AND 20)
 MONTH - DAY - YEAR - B/L NO.

AS AGENT FOR THE CARRIER
 BY: _____

IN WITNESS WHERE OF, _____ ORIGINAL
 Bills of Lading all of like tenor, have been executed, one of which being accomplished, the other shall stand void.

This Bill of Lading Limits III Star Freight Services, Inc. Liability to \$500.00 Per Package. To Obtain Higher Limits Of Liability, Shipper Must Declare A Greater Value And Pay Additional Freight To Be Agreed

TOTALS _____

Spencer Ex 3

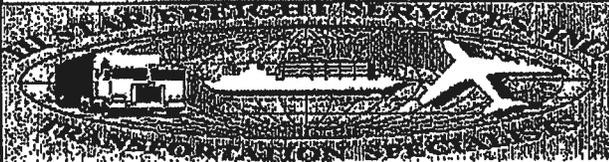
App. 19

e-mail: info@iistar.com

www.iistarfreight.com

DOCK RECEIPT

37212

Loading at: DINO'S SHIPPING CORP INTERVALE STREET, BROCKTON, MA 02301 TEL: 857-251-1977 SHPR: DINO'S SHIPPING CORP		Booking# 038 BOS 056 700 Mediterranean Vessel: MSC KYOTO V 37R Ref# 37212	
Delivery to: Mediterranean Shipping Conley terminal Boston CNEE: ANAV SHIPPING		 2 Neptune Rd, #244 E. Boston MA 02128	
Pick up empty container at: Mediterranean Shipping Conley TML Boston		Loading Date: Drop in date: 7/18/2011 Pick up date: 7/21/2011	
Sailing From: BOSTON Sailing: 7/28/11 Cut Off: 7/25/11 Port of Discharge: PRAIA ITN# X20110721040550		1/40' HC Container S.T.C. *SHIPPER LOAD, STOW, & COUNT* 209 BARRELS OF PERSONAL EFFECTS CONTAINER# MEDU 806 264-0 SEAL# 70194	
Document date: 7/18/2011		Weight 17,100 KGS Pre-carriage by: WORLDWIDE 603-401-1294	
Document date: 7/18/2011 If you have any problems please call 617-567-6300			
Delivered by _____ Time _____ By _____ For the Master		Arrived Date: _____ Time _____	
Unload Date _____ Time _____		Received the above described goods or packages subject to all the terms of the undersigned's regular form of Dock Receipt and Bill of Lading which shall constitute the contract under which the goods are received, copies of which are available from the carrier on request and may be inspected at any of its offices	
Placed in ship location _____			

Spencer Ex. 4

APP. 20



DI NOS SHIPPING CORP

- * **Matteo 3000**
- * **Special no container**
- * **Cherry**

(774) 444-6696 (508) 726-5127

58 Intervale St Brockton, MA

EF

App. 21

DI NOS SHIPPING CORP

- Drum \$60
- Special on Container
- Car
- Crate

(774)444-6696 (508)726-5127
58 Intervale St Brockton, MA

F.F

APP. 22

Translator's Declaration

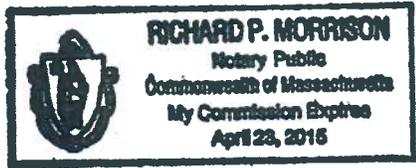
I, FRANCISCO FERNANDES, declare under penalty of perjury that I understand the Portuguese language and the English language; and that, to the best of my knowledge and belief, the statements in the English language in the attached translation of Document, consisting of 1 pages which I have initialed F.F., have the same meanings as the statements in the Portuguese language in the original document, a copy of which I have examined.

[Handwritten Signature]
Signature

FRANCISCO FERNANDES
Printed Name

Commonwealth of Massachusetts

County of Bristol ss.:



Sworn to before me this 6th day of October, 2011.

[Handwritten Signature]

Notary Public

APP. 23



DI NO'S SHIPPING CORP

58 Interval Street - Brockton, MA 02302
774-444-6696 - 508-726-5127

DOCK RECEIPT NO.

1378

Date: ____ / ____ / ____

1. From

Shipping Name: _____

Address: _____

City: _____

State _____

Phone: _____

2. From

Receiver's Name: _____

Address: _____

Inland: _____

CONDITIONS OF CONTRACT

By giving us shipment, you agree, regardless of where you sign the front of this dock receipt, for yourself or as an agent for and on behalf of any person having interest in this shipment, to all terms on this DOCK RECEIPT, and as appropriate to all terms in the BILL OF LADING and any other shipping corp agreement between you and Atlantic Shipping covering the shipment. Copies of Bill of Lading are available upon request.

1. The SHIPPER is responsible for any false statement concerning the contents of packages. 2. The Shipper is responsible for insurance of cargo. The CARRIER is not responsible for any damage which, in case of accident, would be covered by an insurance company. 3. The handling of cargo outside the ship is at SHIPPER'S risk and. 4. The CARRIER is not responsible for any downgrading or damage of merchandise. 5. Paid freight charges are not refundable. 6. The CARRIER is not responsible for any risk or damage to cargo transported on dock.

CLAIMS - All claims for damages or losses must be sent to us in writing within 90 days from the date of your shipment arrival at port of destination. Please send all claims to Di No's shipping corp. or our office address above. We won't be obligated to act on any claim from those charges.

3. Shipment Information

NO. Packages	*CONTAINER TYPE	WEIGHT (KG)	Measurements	Miscellaneous Personal Effect
	Drum			
	Crate			
	Box			
	Bundle			
	Container			
	Car			

Description: _____

4 - Cargo Insurance SIM NAO

5. Charges & Fees

Notes: _____

Date of Arrival ____ / ____ / ____

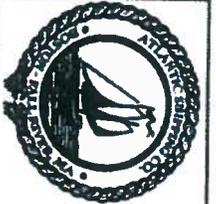
Freight	
Loading	
Chips	
Straps	
Stretch film	
TOTAL	

Signature _____

Date ____ / ____ / ____

App. 24

EXhibit "B"



Atlantic Shipping Company, Inc.

1 Water St. - Fall River, MA 02721
 Tel: 1(508)672-1870 Fax: 1(508)672-1869

E-mail: ship@atlanticshipping.com Website: <http://www.atlanticshipping.com>

Warehouse - Brockton

84 N. Montello St. - Brockton, MA 02301
 Tel. (508) 559-8083

Warehouse - Boston

65 East Cottage St. - Dorchester, MA 02125
 Tel (617) 287-2803

DOCK RECEIPT NO. _____

LABEL _____

Date: _____ / _____ / _____

1. From

Shipper's Name: _____

Address: _____

City: _____

State: _____

Telephone: _____

2. To

Receiver's Name: _____

Address: _____

Island: _____

CONDITIONS OF CONTRACT

By giving us your shipment, you agree, regardless of whether you sign the front of this dock receipt, for yourself or as an agent for and on behalf of any other person having interest in this shipment, to all terms on this DOCK-RECEIPT, and as appropriate to all terms in the BILL OF LADING and any Atlantic Shipping Transportation agreement between you and Atlantic Shipping covering this shipment. Copies of Bill of Lading are available upon request.

1. The SHIPPER is responsible for any false statement concerning the contents of packages.
2. The SHIPPER is responsible for the insurance of cargo. The CARRIER is not responsible for any damage which, in case of accident, would be covered by an insurance company.
3. The handling of cargo outside the ship is at SHIPPER'S risk and expenses.
4. The CARRIER is not responsible for any downgrading or damage of merchandise.
5. Paid freight charges are not refundable.
6. The CARRIER is not responsible for any risk or damage to cargo transported on deck.

CLAIMS - All claims for damages or losses must be sent to us in writing within 90 days from the date of your shipment arrival at port of destination. Please send all claims to ship@atlanticshipping.com or our office address above. We won't be obligated to act on any claim if you have an outstanding balance due, and you may not deduct the amount of your claim from those charges. Please read the back of this dock receipt for the complete Bill of Lading Agreement which applies to this shipment.

3. Shipment Information

NO. Packages	Container Type	Weight (kg)	Measurement	Miscellaneous Personal Effects
	Drum			<input type="checkbox"/>
	Crate			<input type="checkbox"/>
	Box			<input type="checkbox"/>
	Bundle			<input type="checkbox"/>
	Container			<input type="checkbox"/>
	Car			<input type="checkbox"/>
Description: _____				

4. Cargo Insurance

Yes Additional paper work need to be completed.

No

The Shipper/Shipper's Agent is fully aware that the cargo is not insured and will take full responsibility for any loss or damages.

5. Charges & Payments

NOTES: _____

Date of Arrival: _____

Cashier: _____

FREIGHT & CHARGES

Ocean Freight	
THC	
SED	
Clips	
Straps	
Stretch Film	
Other	
TOTAL CHARGES	\$

APR 25

Exhibit "A"