

ORIGINAL

FEDERAL MARITIME COMMISSION

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OFFICE OF THE ATTORNEY
FEDERAL MARITIME COMMISSION

ATLANTIC SHIPPING COMPANY, INC.

v.

DI NOS SHIPPING, INC.



SWORN COMPLAINT

11-13

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 at 1 Water St., 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 at 58 Interval St., Brockton, Massachusetts.

6. Upon information and belief, DI Nos is acting as a freight forwarder 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.

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.

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 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

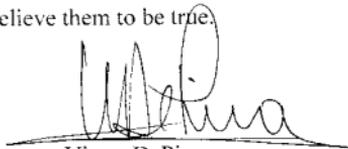


Richard P. Morrison BBO# (646854)
41 Mink Street
Seekonk, Massachusetts 02771
(508) 336-5297
(508) 336-8862

VERIFICATION

VICTOR DE PINA, DULY SWORN, DEPOSES AND SAYS:

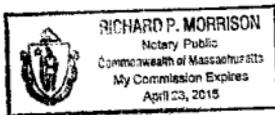
1. I am the president of the plaintiff corporation, Atlantic Shipping Co., Inc., am familiar with the books and records of the said corporation, am familiar with the transactions that form the basis of the complaint and make this affidavit of my own personal knowledge as well as my familiarity with the 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 29 day of July, 2011.



Notary Public
Richard P. Morrison



Atlantic Shipping Company, Inc.

1 Water St. - Fall River, MA 02721

Tel: (509)672-1870 Fax: (509)672-1889

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

Warehouse - Brockton

84 N. Monello St. - Brockton, MA 02301

Tel: (509) 539-8083

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 signing your shipment, you agree, regardless of whether you sign the front of this dock receipt, to the following terms and conditions of any other person having interest in this shipment, to all terms on the DOCK RECEIPT, and as applicable to the terms of 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 when, in case of accident, cargo is damaged by an insurance company. 3. The handling of cargo outside the ship is at SHIPPER'S risk and expense. 4. The SHIPPER is not responsible for any downgrading or damage of merchandises. 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. All claims for cargo damage must be sent to ahd@atlanticshipping.com or our office address above. We won't be liable for claims if you have an outstanding balance. 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 carrier work used to be confirmed.

No

The Shipper/Cargo Agent is fully aware that the cargo is not insured and will have full responsibility for all loss or damage.

5. Charges & Payments

NOTES:

Date of Arrival: _____

Cashier: _____

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

Exhibit "A"



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, to the following conditions of contract. These conditions shall apply to all bills of lading and dock receipts. The shipper is responsible for all terms in the BILL OF LADING and any Bill of Lading are available upon request. You and Atlantic Shipping covering this shipment. Copies 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 cargo damage or loss of cargo. 3 The handling of cargo is the responsibility of the shipper. 4. The shipper is responsible for any damage to or loss of any cargo resulting or damage of merchandise. 5. Freight charges are not refundable. 6. The CARRIER is not responsible for any loss 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 delivery. If you do not file a claim within this time period, you will be deemed to have accepted the goods as delivered. You will not be obligated to act on any claim from those charges.

3. Shipment Information

NO. OF PACKS	*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 _____ / _____ / _____

EXhibit "B"