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CANAL SQUARE 1054 THIRTY-FIRST STREET, NW WASHINGTON, DC 20007
TELEPHONE: 202.342.5200 FACSIMILE: 202.342.5219

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION
700 TWELVE OAKS CENTER DRIVE, SUITE 700
WAYZATA, MN 55391
TELEPHONE: 952.449.8817 FACSIMILE: 952.449.0614

RICHARD BAR
BRENDAN COLLINS
STEVEN JOHN FELLMAN
EDWARD D. GRILNBERG
KATHARINE FOSTER MEYER
DAVID K. MONROE
TROY A. ROLF
DAVID P. STREET
KEITH G. SWIRSKY
THOMAS W. WILCOX
CHRISTOPHER B. YOUNGER*

SVLILANA V. LYUBCHENKO

ROBERT N. KHARASCH*

*NOT ADMITTED IN DC
*OF COUNSEL

WRITER'S DIRECT E-MAIL ADDRESS
BCOLLINS@GKGLAW.COM

WRITER'S DIRECT DIAL NUMBER
(202) 342-6793

December 20, 2011

VIA HAND DELIVERY

Karen V. Gregory, Secretary
Office of the Secretary
Federal Maritime Commission
800 N. Capitol Street, N.W., #900
Washington, DC 20573

Re: Docket No. 11-07: Panda Logistics Limited and Panda Logistics Co., Ltd.'s
Amended Answer, Affirmative Defenses to Complaint and Cross Claims against
RDM Solutions, Inc.

Dear Ms. Gregory:

I am enclosing an original and 5 copies of the following document in Docket No. 11-07:

Panda Logistics Limited and Panda Logistics Co., Ltd.'s Amended Answer, Affirmative
Defenses to Complaint and Cross Claims against RDM Solutions, Inc.

We have also enclosed a copy of the document for date-stamp and return to us via our
messenger.

Should you have any questions, please do not hesitate to contact me at the above direct
dial number. Thank you for your assistance.

Very truly yours,

Brendan Collins



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BEFORE THE
FEDERAL MARITIME COMMISSION

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

PETRA PET, INC. (a/k/a PETRAPPORT)

Complainant,

v.

Docket No. 11-14

PANDA LOGISTICS LIMITED; PANDA LOGIS-
TICS CO., LTD. (f/k/a PANDA INT'L TRANS-
PORTATION CO., LTD.); and RDM SOLUTIONS
INC.

Respondents.

PANDA LOGISTICS LIMITED AND PANDA LOGISTICS CO., LTD. (f/k/a PANDA INT'L
TRANSPORTATION CO., LTD.)'S AMENDED ANSWER AND AFFIRMATIVE
DEFENSES TO COMPLAINT

Respondents, Panda Logistics Limited ("Panda Logistics") and Panda Logistics Co., Ltd. (f/k/a Panda Int'l Transportation Co., Ltd.) ("Panda Int'l") (Panda Logistics and Panda Int'l are sometimes referred to herein together as "Panda") hereby submit their Answer and Affirmative Defenses to the Complaint filed by Petra Pet, Inc. (a/k/a Petrapport).

1. Panda has insufficient information to admit or deny Paragraph 1 and therefore denies same.
2. Admit
3. Admit
4. Panda has insufficient information to admit or deny Paragraph 4 and therefore denies same.
5. Deny.

6. The first sentence is a legal conclusion to which no response is necessary. Panda admits that Panda Logistics has transported shipments on behalf of Complainant pursuant to instructions from RDM Solutions, Inc. ("RDM"). Panda has insufficient information to admit or deny the remaining portions of the second sentence and therefore denies same. Panda admits the allegations in the third sentence. Panda has insufficient information to admit or deny the allegations in the fourth sentence and therefore denies same. Panda admits that Panda Logistics held out to the Complainant as a provider of ocean transportation services and assumed responsibility pursuant to the terms and conditions of its bill of lading for that transportation. Panda denies that it used RDM as its agent.

7. Paragraph 7 contains legal conclusions to which no response is necessary.

8. Panda has insufficient information to admit or deny Paragraph 8 and therefore denies same.

9. Panda admits that Panda Logistics has transported goods from China to the United States on behalf of Complainant pursuant to the contract set forth in the terms and conditions of its bill of lading. Panda denies the remainder of Paragraph 9.

10. Deny.

11. Panda has insufficient information to admit or deny the allegations in the first sentence and therefore denies same. With regard to the second sentence, Panda admits that Panda Logistics received payments from Complainant through RDM for the transportation services Panda Logistics provided to Complainant. Panda has insufficient information to admit or deny the remaining allegations of this sentence and therefore denies same. Panda admits that it corresponded with RDM concerning delivery schedules and related information concerning the shipments of Complainant's goods transported by Panda Logistics and lacks information

sufficient to admit or deny the remaining allegations in the third sentence and therefore denies same.

12. Panda denies that RDM acted as its agent and that RDM never acted as the agent of Petrapport. Panda lacks sufficient information to admit or deny the remaining allegations of Paragraph 12 and therefore denies same.

13. Panda admits that Mr. Mario Ruiz did not transmit funds to Panda for the transactions covered by the Complaint and admits that it does not know the whereabouts of Mr. Ruiz. Panda lacks sufficient information to admit or deny the remaining allegations of Paragraph 13 and therefore denies same.

14. Panda lacks sufficient information to admit or deny the allegations of Paragraph 14 and therefore denies same.

15. Panda admits that Panda Logistics was not paid for certain shipments consigned to Complainant for which it provided transportation services and refused to release shipments until it was paid. Panda admits that Panda Logistics (NY), Inc. received at least one payment from Petrapport on behalf of Panda. Panda lacks sufficient information to admit or deny the remaining allegations of Paragraph 15 and therefore denies same.

16. Panda admits that there was email correspondence with Complainant regarding containers containing shipments consigned to Complainant. Panda admits that the documents in Exhibit 3 state what they state.

17. Panda admits that the documents in Exhibit 4 state what they state.

18. Panda admits that it attempted to collect the freight amounts due from Complainant from RDM and that it provided RDM with a Statement of Accounts; that it refused

to release shipments until the freight charges it was owed were paid; and that Exhibits 5 and 6 state what they state. Panda denies the remaining allegations in Paragraph 18.

19. Panda admits that there was further email correspondence with Complainant concerning freight charges owing to Panda by Complainant and that Exhibit 7 states what it states. Panda lacks sufficient information to admit or deny what Complainant's "understanding" of what the amounts claimed by Panda related to and therefore denies those allegations.

20. Panda admits that Exhibit 8 states what it states.

21. Panda lacks sufficient information to admit or deny the allegations in Paragraph 21 and therefore denies same.

22. Panda lacks sufficient information to admit or deny the allegations in Paragraph 22 and therefore denies same.

23. Panda admits that it released bills of lading in exchange for payment of \$94,381.93 from Petrapport in local funds. Panda admits that Exhibit 9 states what it states. Panda submits that 21 containers and 3 LCL shipments were covered by the bills of lading. Panda lacks sufficient information to admit or deny the remaining allegations in Paragraph 23 and therefore denies same.

24. Panda lacks sufficient information to admit or deny the allegations in Paragraph 24 and therefore denies same.

25. Panda admits receiving a payment of \$94,381.93 from Petrapport in local funds. Panda asserts that any delays were caused by Petrapport's failure to pay the charges due. Panda lacks sufficient information to admit or deny the remaining allegations in Paragraph 25 and therefore denies same.

26. Panda admits receiving a payment of \$94,381.93 from Petrapport in local funds. Panda admits that it had seven containers returned from Korea to China in December 2010 because of unpaid invoices for previous Petrapport shipments. Panda denies that it never gave Petrapport notice as to its intentions with respect to these seven containers. Panda lacks sufficient information to admit or deny the remaining allegations of this Paragraph 26 and therefore denies same.

27. Panda admits that it reached a settlement agreement with Petrapport in which Panda agreed to accept 80% of the charges it was owed in return for releasing the containers for shipment and delivery to Petrapport. Panda denies that it "extorted" any money from Petrapport. Panda lacks sufficient information to admit or deny the remaining allegations of Paragraph 27 and therefore denies same.

28. Panda lacks sufficient information to admit or deny the allegations of Paragraph 28 and therefore denies same.

29. Admit.

30. Panda admits that the seven containers were shipped from China to the United States. Panda lacks sufficient information to admit or deny the allegations of Paragraph 30 and therefore denies same.

31. Panda admits that it billed Petrapport \$12,600 for additional fees of third parties relating to the seven containers. Panda denies that it threatened Petrapport in connection with these fees. Panda admits that it received payment of this amount from Petrapport.

32. Panda lacks sufficient information to admit or deny the allegations of Paragraph 32 and therefore denies same.

33. Deny.

34. Deny.

35. Deny.

36. Deny.

37. Deny.

38. Deny.

39. Deny.

40. Deny.

41. Deny.

42. No response is required to Complainant's Prayer for Relief. To the extent a response is required, Panda denies same.

43. This requires no response.

44. Panda admits that the parties have not engaged in alternative dispute resolution procedures prior to the filing of the Complaint.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a valid cause of action against Panda under the Shipping Act.

2. The Complaint is barred by estoppel, waiver, and unclean hands.

3. To the extent that Panda is found liable for any of the allegations set forth in the Complaint, it is entitled to indemnification, and at a minimum, contribution from RDM Solutions, Inc.

4. Panda hereby gives notice that it intends to rely on such other affirmative defenses as may become available or apparent in the course of discovery and, therefore, reserves its right to amend the Answer to assert such defenses.

**PANDA LOGISTICS LIMITED'S AND PANDA LOGISTICS CO., LTD.'S
CROSS CLAIMS AGAINST RDM SOLUTIONS, INC.**

Panda Logistics Limited ("Panda Logistics") and Panda Logistics Co., Ltd. ("Panda Int'l) allege as follows against RDM Solutions, Inc. ("RDM").

PARTIES

1. Upon information and belief, RDM is a corporation incorporated in April of 2007 and existing pursuant to the laws of the State of New York.

2. Panda Logistics is a corporation organized and existing pursuant to the laws of Hong Kong with its principal place of business at 51F, Block B, Profit Ind. Bldg., Kwai Chung, N.T., Hong Kong.

3. Panda Int'l is a corporation organized and existing pursuant to the laws of the Republic of China with its principal place of business at 5F, No. 209, Sec. 3, Civic Blvd., Taipei, Taiwan 10492.

FACTUAL ALLEGATIONS

4. The Complaint filed by Petra Pet, Inc. alleges that Panda Logistics and Panda Int'l wrongfully assessed freight and other transportation charges against Petra Pet that Petra Pet had already paid to RDM and withheld delivery of cargo belonging to Petra Pet until those charges were paid.

FIRST CROSSCLAIM

(Indemnification)

5. Panda Logistics and Panda Int'l repeat and reallege each of the allegations contained in paragraphs 1-4.

6. Panda Logistics and Panda Int'l deny liability to Petra Pet and deny that it has stated any claim for which relief may be granted. Nevertheless, if the Commission finds Panda

Logistics and Panda Int'l liable to Petra Pet, RDM is in turn liable to Panda Logistics and Panda Int'l for complete indemnification for any liability suffered by Petra Pet, including attorney fees and costs.

WHEREFORE, Panda Logistics and Panda Int'l respectfully request the following relief:

- a. the entry of a judgment awarding complete indemnification for any liability suffered by Panda Logistics and Panda Int'l, including fees and costs, on the claims asserted in Petra Pet's Complaint;
- b. post-judgment interest; and
- c. such further or additional relief as the Commission may deem just and appropriate.

SECOND COUNTERCLAIM

(Contribution)

7. Panda Logistics and Panda Int'l repeat and reallege each of the allegations contained in paragraphs 1-6.

8. Panda Logistics and Panda Int'l deny liability to Petra Pet. If the Commission does find Panda Logistics and Panda Int'l liable, however, RDM is jointly liable and RDM should be obligated to contribute payment for its shares of fault. Panda Logistics and Panda Int'l will suffer damages if required to pay more than their proportionate share of liability.

WHEREFORE, Panda Logistics and Panda Int'l respectfully request the following relief:

- a. the entry of a judgment awarding contribution in the amount of any payment by Panda Logistics and Panda Int'l in excess of their share of liability, including fees and costs, on the claims asserted in Petra Pet's Complaint;
- b. post-judgment interest; and

c. such further or additional relief as the Commission may deem just and appropriate.

Respectfully submitted,



David P. Street
Brendan Collins
GKG LAW, PC
Canal Square – Suite 200
1054 Thirty-First Street, NW
Washington, DC 20007
Telephone: 202.342.5220
202.342.6793
Email: dstreet@gkglaw.com
bcollins@gkglaw.com

DATED: December 20, 2011

CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressees at the addresses stated by depositing same in the United States mail, first class postage prepaid, and/or via email transmission, this 20th day of December 2011:

Robert D. Stang
Sanford M. Saunders
GREENBERG TRAURIG, LLP
2101 L Street NW, Suite 1000
Washington, DC 20037
Email: stangr@gtlaw.com
saunderss@gtlaw.com

Attorneys for Petra Pet Inc.


