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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

July 12, 2012

VIA FEDERAL EXPRESS

Federal Maritime Commission
Office of the Secretary
800 North Capitol, Street, N.W.,
Washington DC 20053

Attention: Karen V. Gregory, Secretary

Re: FMC Docket No. 11-14

Petra Pet. Inc. (a/k/a Petrapport) v. Panda Logistics Limited.
Panda Logistics Co., Ltd. (f/k/a PANDA) Int'l Transportation
Co., Ltd.. RDM Solutions. Inc.

Dear Ms. Gregory:

On behalf of Petra Pet. Inc. (a/k/a Petrapport) ("Petra"), enclosed please find an original and five (5) copies of the documents referenced below for filing in Docket No. 11-14:

1. Replacement Complainant's Response and Opposition to Respondents Proposed Findings of Fact: and
2. Replacement of Complainant's Reply to Respondent's Opposition Brief.

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,



Robert Stang

cc: Sanford M. Saunders

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BEFORE THE
FEDERAL MARITIME COMMISSION

OFFICE OF THE
FEDERAL MARITIME COMMISSION

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

Complainant,)

vs.)

FMC Docket No. 11-14

PANDA LOGISTICS LIMITED,)

PANDA LOGISTICS CO., LTD. (f/k/a PANDA)

INT'L TRANSPORTATION CO., LTD.),)

RDM SOLUTIONS, INC.,)

Respondents.)

**REPLACEMENT
COMPLAINANT'S RESPONSE AND OPPOSITION TO RESPONDENT PANDA
LOGISTICS LIMITED AND PANDA LOGISTICS CO., LTD.'S
(f/k/a PANDA INT'L TRANSPORTATION CO., LTD.)
PROPOSED FINDINGS OF FACT**

Petra Pet, Inc. (a/k/a Petrapport) ("Petra") hereby files its Replacement Response and Opposition to Proposed Findings of Fact filed by Panda Logistics Limited and Panda Logistics Co., Ltd. (collectively "Panda").

In addition to the procedural defects set forth in Complainant's Response and Opposition, Plaintiff cites to substantive arguments set forth in its Reply Brief as "See Reply at ___."

FINDINGS OF FACT

1. 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. See Declaration of Betty Sun ("Sun Dec."). Overseas Manager, Panda Global at ¶ 2. A copy of the Sun Dec. is attached as Panda Appendix 1.

Complainant's Response: Admit

2. 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. *Id.* at ¶ 4.

Complainant's Response: Admit

3. Panda Logistics and Panda Int'l ("Panda") are non vessel operating common carriers (NVOCCs) licensed by the Federal Maritime Commission, which provide ocean transportation services. *Id.* at ¶ 5.

Complainant's Response: Admit

4. Petra Pet, Inc. ("Petra") is in the business of purchasing pet treats from vendors in China and importing those goods into the United States. *See* Petra Complaint at ¶ 8; Petra Appendix 2.

Complainant's Response: Admit

5. As NVOCCs Panda Logistics and Panda Int'l transported goods under their bills of lading. Panda Logistics and Panda Int'l's bills of lading have terms and conditions that obligate shippers and consignees to pay for freight and charges. *See* Terms and Conditions at Panda Appendix 2a and 2b.

Complainant's Response: Petra admits that as NVOCCs Panda Logistics and Panda Int'l transported goods under their bills of lading. Petra denies that Panda Logistics and Panda Int'l's bills of lading have terms and conditions that obligate shippers and consignees to pay for freight and charges in all instances. Petra denies this statement on the grounds that it does not accurately reflect all of the terms and conditions in aforesaid bills of lading.

6. In 2003 or thereabouts, Mario Ruiz, who was working for Amber Worldwide Logistics at that time, contacted Panda on behalf of Petra. Sun Dec. at ¶ 5. He identified Petra as his client and requested that Panda quote rates for Petra's shipments. *Id.*

Complainant's Response: Petra admits that Mario Ruiz worked for Amber Logistics in 2003 and that he contacted a Panda affiliate at that time. Petra does not know whether Mario Ruiz identified Petra as his client in 2003 and requested that Panda quote rates for Petra's shipments. Complainant denies that factual assertion on the grounds that it constitutes inadmissible hearsay and is not supported by corroborating documentation. Petra further contends that how Mario Ruiz characterized Petra in 2003 while working for Amber Logistics is irrelevant to the instant dispute.

7. Subsequently, Mr. Ruiz left Amber Worldwide Logistics and formed Worldport Logistics, which company's name was later changed to RDM. *Id.* at ¶ 8. In correspondence dated August 30, 2005, Mr. Ruiz reported that he anticipated that Worldport would be able to provide Panda "with all of the services expected f[rom] a Freight forwarder. . . ." *Id.*; *see also* Petra Appendix 4.

Complainant's Response: Petra admits that Mr. Ruiz left Amber Worldwide Logistics and formed Worldport Logistics. Petra does not know whether the name of Worldport Logistics was changed to RDM or whether RDM was an entirely new company and therefore denies this statement on the grounds that it constitutes inadmissible hearsay. Petra admits that the words set forth in quotes do appear in the August 30, 2005 email cited. However, Complainant denies the accuracy of the quotation because it is incomplete and misleading. The full email quote states that Worldport would be able to provide Panda "with all of the services expected f[rom] a Freight forwarder *and partner in the U.S.*" (Emphasis added.)

8. At Worldport Logistics, and subsequently at RDM, Mr. Ruiz sought rates from Panda and acted as an agent for Petra. Sun Dec. at ¶ 11.

Complainant's Response: Petra denies that Mario Ruiz, or his employer, ever acted as an agent for Petra. See APP. PETRA-0185 at ¶ 6. See Reply at 7. Petra denies this uncorroborated self-serving statement as inadmissible hearsay that is inconsistent with the evidence presented. Petra admits that RDM communicated with Panda regarding freight rates applicable to Petra's cargo.

9. Mr. Ruiz has arranged for international freight and transportation services on behalf of Petra while working at Amber Worldwide Logistics, and subsequently at Worldport Logistics and then at RDM. *Id.*

Complainant's Response: Respondent's use of the phrase "on behalf of" is vague and ambiguous. Complainant therefore objects to this statement. Complainant further denies the assertion on the grounds that it is based on inadmissible hearsay and is not supported by corroborating documentation. Petra admits that RDM worked with Panda to arrange for international freight and transportation services for Petra's cargo.

10. At Worldport Logistics, and subsequently at RDM, Mr. Ruiz took other actions consistent with someone acting as an agent on behalf of shipper, such as complaining that Panda's transportation time to LAX was too slow. Sun Dec. at ¶ 13; Petra Appendix at 3.

Complainant's Response: Denied. Complaining that Panda's transportation time to LAX was too slow was not an action limited to someone acting as an agent on behalf of a shipper. A business partner or agent of an NVOCC or a coloader could also take such actions. Petra further denies this statement since Panda has not provided any evidence of actions typically taken by an agent of the shipper and as such, has provided no factual or evidentiary basis for this claim.

11. Mr. Ruiz has provided such services for Petra for almost a decade. Sun Dec. at ¶ 12.

Complainant's Response: Denied. Sun Dec. at ¶ 12 does not specify the services in question and does not support the factual assertion. Consequently, this statement is unduly vague. Furthermore, the statement is denied on the basis that it constitutes inadmissible hearsay and is not supported by corroborating documentation.

12. Panda has transported shipments on behalf of Petra pursuant to instructions from RDM Solutions, Inc. ("RDM"). *Id.* at ¶ 14.

Complainant's Response: Petra admits that Panda transported shipments of Petra's goods pursuant to instructions from RDM.

13. Panda had no relationship with Mr. Ruiz prior to his contacting Panda on behalf of Petra. *Id.* at ¶ 7.

Complainant's Response: Petra denies this factual statement on the grounds that it constitutes inadmissible hearsay and is not supported by corroborating documentation. In the Declaration of Betty Sun, she states she worked for Panda since 2003 and further states that RDM contacted Panda "[i]n 2003 or thereabouts...." Given that she indicates Mr. Ruiz may have contacted Panda prior to 2003 and she states that she was not employed by Panda until some time during 2003, Betty Sun cannot have first-hand knowledge of whether Panda had a relationship with Mr. Ruiz prior to his contacting Panda on behalf of Petra.

14. No one from Panda has ever met Mr. Ruiz. *Id.* at ¶ 8.

Complainant's Response: Petra has no knowledge or information upon which to admit or deny this factual assertion. Complainant objects to this factual statement on the grounds that it constitutes inadmissible hearsay. Ms. Sun cannot have first-hand knowledge

of whom everyone at Panda may, or may not have met, and this statement is not supported by corroborating documentation. Petra further notes that whether Mr. Ruiz and personnel from Panda ever met is irrelevant and immaterial as there is incontrovertible evidence in the record that Mr. Ruiz and personnel from Panda frequently communicated directly; for example, by email, telephone, and courier.

15. Over an extended period of time, Petra provided instructions to RDM as to how to handle Petra Shipments. *Id.* at ¶ 15.

Complainant's Response: Petra admits that it communicated with RDM to instruct the means by which Petra's cargo should ship.

16. Panda was instructed to bill RDM for transportation services it provided to Petra. *Id.* at ¶ 16.

Complainant's Response: Petra denies Proposed Finding of Fact 16 on the grounds that this statement constitutes inadmissible hearsay and is not supported by corroborating documentation. Petra did not instruct Panda to bill RDM for transportation services Panda provided to Petra. See APP. PETRA-0184 at ¶ 4. See Reply at 6, 9. Furthermore, Petra is not aware of reliable evidence in the record that any other party instructed Panda to bill RDM for transportation services Panda provided to Petra. Absent evidence as to whom Panda believes instructed Panda to bill RDM for transportation services it provided to Petra, this statement lacks reliability and is denied as such.

17. It is not unusual for Panda to be instructed to bill third parties, such as forwarders and brokers, for transportation services it provides to shippers. *Id.* at ¶ 17. This is frequently done as a matter of convenience for the shipper who may not want to handle the logistics involved in arranging and paying directly for the transportation at issue. *Id.*

Complainant's Response: Petra denies Proposed Finding of Fact 17 on the grounds that it constitutes inadmissible hearsay and it is not supported by corroborating documentation or evidence concerning usual instructions to Panda. Furthermore, Petra denies Proposed Finding of Fact 17 on the grounds that it is not supported by expert testimony or any other evidence regarding industry practices concerning third party billing and payment practices for logistics providers.

18. In agreeing to bill a third party for transportation services provided, Panda may, as it did here, indicate on its bills of lading the third party under Freight Amount or Freight Collect. *Id.* at ¶ 18.

Complainant's Response: Petra admits that Panda agreed to, and did, bill a third party (RDM) for transportation services regarding Petra's cargo and that Panda designated RDM on Panda's bills of lading under Freight Amount or Freight Collect. Petra denies that Panda had an agreement with Petra for Petra to pay Panda directly.

19. In agreeing to bill a third party for transportation services provided, Panda does not release the consignee or shipper from its obligation to pay for transportation charges. *Id.* at ¶ 19.

Complainant's Response: Petra denies Proposed Finding of Fact 19 as inadmissible hearsay and that it is not supported by corroborating documentation. Furthermore, Proposed Finding of Fact 19 does not state to whom the consignee or shipper is obligated to pay and as such, is vague. Petra also denies Proposed Finding of Fact 19 as irrelevant and immaterial absent an agreement with the shipper or consignee.

20. Panda never released Petra from its obligation to pay for the transportation services it provided to Petra. *Id.* at ¶ 20.

Complainant's Response: Petra denies Proposed Finding of Fact 20 as inadmissible hearsay and that it is not supported by corroborating documentation. Petra was obligated to pay RDM for the transportation services received. Panda has proffered no evidence of an agreement with Petra requiring Petra to pay Panda directly for transportation services and therefore, could not release Petra from an obligation that did not exist.

21. Petra received and accepted the goods transported by Panda Logistics. *Id.* at ¶ 21; *see also*, Petra Complaint at ¶¶ 8, 11, 32.

Complainant's Response: Petra admits that its cargo was transported pursuant to Panda bills of lading that specified the party for freight charges.

22. Although Mr. Ruiz represented that RDM is an FMC licensed NVOCC, RDM has never operated in that capacity in any transportation handled by Panda. *Id.* at ¶ 22.

Complainant's Response: Denied. This statement is not supported by corroborating documentation and is contrary to correspondence between RDM and Panda referencing a coload arrangement between those parties. See APP. PETRA-0055-57. Documents issued by Panda to RDM are consistent with the terms of the coload arrangement referenced in emails between those parties. See APP. PETRA-0070-75 and see Reply at 11, 12.

23. RDM has never acted as a co-loader on transportation handled by Panda and to Panda's knowledge has never issued a bill of lading on shipments handled by Panda. *Id.* at ¶ 23.

Complainant's Response: Proposed Finding of Fact 23 is denied as this statement is not supported by corroborating documentation and is contrary to correspondence between RDM and Panda. Correspondence between Panda and RDM references a coload arrangement and documents issued by Panda to RDM are consistent with the terms of that arrangement. See APP. PETRA-0055-57; 70-75 and see Reply at 8, 9.

24. Bills of lading issued by Panda acting in its capacity as an NVOCC for Petra state “freight collect.” *Id.* at ¶ 24; *see* Panda bills of lading at Petra Appendix 1, 13, 19, and 21.

Complainant’s Response: Admit. Petra notes that the bills of lading do not specify payment to Panda, but instead identify RDM as the party for freight charges. Petra further notes that freight charges were owing to Panda; however, they were owing by RDM to Panda, not by Petra to Panda. See Reply at 6, 7.

25. Beijing Jaguar was a Panda affiliate in Beijing, China that also provided transportation services to the United States issuing Panda Int’l bills of lading for these services as authorized by Panda Int’l. *Id.* at ¶ 25. In February of 2007, Beijing Jaguar was re-named Panda Global (Beijing) Co. Ltd. *Id.*

Complainant’s Response: Petra admits that Beijing Jaguar was a Panda affiliate in Beijing, China. Petra has no information that Beijing Jaguar provided transportation services to the United States issuing Panda Int’l bills of lading for its services as authorized by Panda Int’l. Petra denies this statement in Proposed Finding of Fact 25 on the grounds it constitutes inadmissible hearsay without corroborating documentation. Petra admits that in February of 2007, Beijing Jaguar was re-named Panda Global (Beijing) Co. Ltd.

26. Beijing Jaguar provided transportation services for Petra in which RDM acted on Petra’s behalf. *Id.* at ¶ 26.

Complainant’s Response: Petra denies Proposed Finding of Fact 26. Respondent’s use of the phrase “RDM acted on Petra’s behalf” is vague and ambiguous. Petra objects to Proposed Finding of Fact 26 on the grounds of same and that it constitutes inadmissible hearsay and Panda offers no corroborating documentation. Furthermore, Petra believes that transportation services provided by Beijing Jaguar in February 2007 or earlier are of

limited use when determining Petra's obligations to Panda in 2010 and are immaterial to Panda's decision to divert Petra's cargo and coerce payments from Petra in 2011.

27. In or around August of 2006, Beijing Jaguar provided transportation services on behalf of Petra. *Id.* at ¶ 27. RDM failed to make timely payments on behalf of Petra for such services and as a result, Beijing Jaguar refused to release bills of lading in its possession and held cargo until it was paid freight and related charges. *Id.*; *see also* August 22, 2006 email from shipper to Patty De Avila, the Office Manager of Petra, Panda Appendix 3.

Complainant's Response: Petra admits that in or around August of 2006, Beijing Jaguar provided transportation services on behalf of Petra. Petra denies that RDM failed to make timely payments in 2006 since RDM was formed in 2007 and did not exist in 2006. Petra admits that Worldport Logistics ("Worldport") failed to make timely payments for such services to Beijing Jaguar and as a result, Beijing Jaguar refused to release bills of lading in its possession.

Petra denies that payments by Worldport to Beijing Jaguar were "on behalf of Petra."

Petra denies the statement that "Beijing Jaguar refused to release bills of lading in its possession and held cargo until it was paid freight and related charges" on the grounds that this constitutes inadmissible hearsay with and is not supported by corroborating documentation.

Petra further asserts that a payment dispute between Worldport and Beijing Jaguar in 2006 is not relevant to the dispute between Petra and Panda in 2010, except that the communications surrounding that dispute confirm that (1) the Panda affiliate did not communicate directly with Petra and (2) in the event of late payments by Mario Ruiz to Panda or a Panda affiliate, the only action expected of Petra was a follow-up email and/or

telephone call to Mr. Ruiz with no request for Petra to be responsible for paying the Panda affiliate directly.

28. On that same date, Mario Ruiz wrote to Betty Sun at Panda, referencing the email that it had received from his “client,” Petra, and requesting that Panda notify RDM if it was holding cargo due to nonpayment, rather than notifying RDM’s client, Petra. Sun Dec. at ¶ 28; *see also* August 22, 2006 email correspondence from Mario Ruiz to Betty Sun, attached as Panda Appendix 3. In that correspondence, RDM also informed Panda (and Beijing Jaguar) that it was sending payment to cover Petra’s transportation costs in order to obtain the release of the cargo. Sun Dec. at ¶ 29; *see also* Panda Appendix 3.

Complainant’s Response: Petra denies Proposed Finding of Fact 28. Mario Ruiz could not have requested that Panda notify RDM in 2006 since RDM was not formed at that time. Petra further notes that the word “client” in this 2006 email is informal and vague and does not support conclusions concerning legal relationships or the lack thereof involving Panda, RDM and Petra in 2010. Additionally, the email referenced does not state that RDM was sending payment to cover Petra’s transportation costs. Rather, the email from Mario Ruiz merely states “I will send another \$9230.00 by Friday which will cover inv:BO6050618, BO6050145, BO6052098.”

29. RDM made the promised payment on behalf of Petra and the cargo was released. *See* Sun Dec. at ¶ 30.

Complainant’s Response: Proposed Finding of Fact 29 is denied. RDM did not exist in 2006 and as such could not have “made the promised payment.” Furthermore, the statement constitutes inadmissible hearsay and is not supported by corroborating documentation. Petra also notes that whatever payment was made, it was not made “on behalf of” Petra.

30. On March 4, 2008, Panda quoted rates to RDM. *See* email attached as Panda Appendix 4. In that correspondence, Panda requested that if RDM had other quantities of goods it wanted moved, it should check with Panda before offering rates to RDM's clients. "If you have other commodities, please check with us before you offer to your client."

Complainant's Response: Denied on the grounds that Proposed Finding of Fact 30 is based upon inadmissible hearsay and lacks any independent indicia of reliability. Furthermore, it refers to commodities (plumbing supplies, computer parts, auto parts, etc.) that have nothing to do with Petra's business and as such is irrelevant and immaterial to the instant dispute. Moreover, the word "client" in this email is vague and as such is immaterial to any conclusions involving the relationship, or lack thereof, among Panda, RDM and Petra.

31. It is not unusual that a party in RDM's capacity would not want the NVOCC to disclose to the shipper the rates the NVOCC is charging for fear that its customer might deal directly with the NVOCC. Sun Dec. at ¶ 32.

Complainant's Response: Denied. Proposed Finding of Fact 31 constitutes speculation and inadmissible hearsay and is not supported by corroborating documentation, expert testimony or other evidence of industry practices. Furthermore, absent testimony linking it to communications regarding Petra shipments it is irrelevant and immaterial.

32. On July 26, 2010, Betty Sun, the Overseas Manager of Panda, sent an email to Patty De Avila, Petra's Office Manager, regarding overdue freight invoices. Sun Dec. at ¶ 33; *see also* July 26, 2010 email attached as Petra Appendix 28. Ms. Sun references the fact that Panda has moved large quantities of shipments for Petra and that in doing so, Panda was required to pay the air freight as of the invoice date and had to advance payments to the shipping lines in

order to get original bills of lading (B/Ls). *Id.* at ¶ 33; *see also* correspondence at Petra Appendix 28. Ms. Sun then wrote that because Petra is a VIP client, Panda had agreed with RDM for payment terms more favorable than those afforded its other clients. *Id.*

Complainant's Response: Petra admits that the email has the language referenced and further notes that the email indicates the existence of a signed agreement between Panda and RDM.

33. In that same correspondence, Panda informed Petra that overdue freight invoices had not been paid and that payment terms would no longer be advanced. Sun Dec. at ¶ 34.

Complainant's Response: Denied. In the correspondence referenced Panda advised Petra that if Panda was not paid for all overdue freight invoices within the week, then Panda would have to hold certain unspecified items (e.g., documents, services, cargo, etc.).

34. When confronted with the fact, in July of 2010, that Petra was not making payments to Panda, Patty De Avila of Petra instructed RDM to pay Panda. *See* Petra Appendix 28.

Complainant's Response: Denied. Petra did not control RDM and as such, Patty De Avila could not "instruct" RDM to pay Panda. Rather, consistent with the independent relationship between Petra and RDM, Patty De Avila sent a request to RDM stating "Please need a reply to them with a payment, If U can not continue let me know" *See* APP. PETRA-0097-98.

35. In response to that correspondence, Petra did not inform Panda that it had paid RDM and that RDM was Panda's agent. Sun Dec. at ¶35. Instead, Petra sent a strongly worded message to RDM that it needed to pay Panda. *See* Petra Appendix 28 ("PLEASE NEED A REPLY TO THEM WITH A PAYMENT")

Complainant's Response: Proposed Finding of Fact 35 is denied on the grounds that it is contrary to the language of the email indicated. Petra denies that it sent a strongly worded message to RDM, but instead admits that it sent a request to RDM stating "Please need a reply to them with a payment, If U can not continue let me know" See APP. PETRA-0097-98. Petra notes that this email correspondence does not constitute evidence in any manner that RDM was an agent of Petra.

36. When RDM assured Petra that the matter would be taken care of, *see* Petra Appendix 28, Petra continued to make payments to RDM for delivery to Panda. *See, e.g.* Petra Appendix No. 23 showing a check dated October 4, 2010, from Petra to RDM -- three months after being told by Panda that its invoices had not been paid.

Complainant's Response: Petra admits that it paid RDM (through Petra's customs broker) for freight charges according to RDM freight charge invoices. See APP. PETRA-0202 at ¶ 3. Petra further notes that Petra did not receive an invoice for freight charges from any other party (i.e., Panda) for the cargo in dispute and that Panda never notified Petra until late November 2010 that RDM was late in paying Panda for freight charges with respect to shipments subsequent to July 2010.

37. It was only in December of 2010, after Panda refused to release goods in its possession until after it was paid for transportation services provided and after RDM disappeared, that Petra for the first time asserted that RDM was Panda's agent and that payment by Petra to RDM satisfied its obligations to Panda. Sun Dec. at ¶ 36. Petra had never previously made such assertion, even in 2006 when Petra had previously made payments to RDM and RDM failed to timely forward such payments to Beijing Jaguar or Panda. *Id.*

Complainant's Response: Denied. Petra was never forced to address the issue of RDM's legal status with respect to Panda in writing prior to December 2010. Petra always

understood and believed that RDM was Panda's agent and/or business partner and that payment by Petra to RDM satisfied its obligations to Panda. *See* APP. PETRA-0184-185 at ¶¶ 4, 6. Petra's understanding was also consistent with an established course of dealing among the parties as evidenced by documents prepared by both Panda and RDM supporting and consistent with the business relationship between those parties. *See* APP. PETRA-0008-35 and *see* APP. PETRA-0070-75.

38. Panda has never held out RDM as an agent of Panda. *Id.* at ¶ 37.

Complainant's Response: Denied. Panda identified the owner of RDM to Hanjin Shipping as a party authorized to act with respect to a Panda bill of lading. *See* APP. PETRA-0037. Furthermore, Panda identified RDM on Panda bills of lading in a manner consistent with RDM acting as a U.S. collection agent for Panda. *See* APP. PETRA-0008-35. Panda also cooperated with RDM to establish documentation consistent with the conclusion that RDM was Panda's agent and/or business partner. *See* Reply at 6, 7.

39. RDM has never acted as an agent for Panda. *Id.* at ¶ 38.

Complainant's Response: Denied. Panda looked to RDM to collect freight charges owing under Panda's bills of lading and RDM in fact collected such freight charges and remitted them to Panda. These actions demonstrate that RDM acted as Panda's U.S. collection agent and/or business partner. *See* Panda Debit Note to RDM, APP. PETRA-0070-75; *see* APP. PETRA-0184 at ¶ 4; and *see* APP. PETRA-0202 at ¶ 3; *see* Reply at 6, 7, 8, 9.

Dated: July 16, 2012

Respectfully submitted,

By: Robert D. Stang/BEM

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CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of July, 2012, I have delivered a true and correct copy of the foregoing document to the following addresses at the addresses stated via email transmission and/or by overnight mail upon:

Counsel for Panda Logistics Limited and Panda Logistics Co., Ltd.

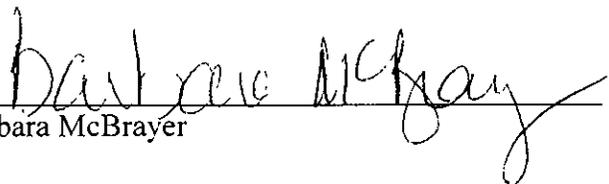
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