

**Federal Maritime Commission**  
Washington, D.C.

**Edaf Antillas, Inc.,**

**Docket No. 14-04**

**Complainant**

**v.**

**Crowley Caribbean Logistics, LLC,  
IFS International Forwarding, S.L.  
and IFS Neutral Maritime Services,**

**Respondents.**

**ANSWER OF RESPONDENT IFS INTERNATIONAL FORWARDING, S.L. and  
IFS NEUTRAL MARITIME SERVICE, INC.**

Respondents IFS International Forwarding, S.L. (“IFS”) and IFS Neutral Maritime Service, Inc. (“Neutral”) (incorrectly named in the Complaint), by its attorneys, Betancourt, Van Hemmen, Greco & Kenyon LLC, as for its answer to the Complaint herein responds and alleges as follows:

1. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 2 of the Complaint.
3. Admits that IFS has an address at Calle El Sol, 139, 46910 Sedavi, Valencia, Spain and acts as an ocean freight forwarder in Spain, but except as otherwise admitted denies the allegations contained in paragraph 3 of the Complaint.

4. Admits that IFS and Neutral are affiliated, but except as otherwise admitted denies the allegations contained in paragraph 4 of the Complaint.

5. Admits that Neutral is a non-vessel operating common carrier and ocean transportation intermediary within the meaning of 46 U.S.C. §§ 40102(16) and 40102(19), but except as otherwise admitted denies the allegations contained in paragraph 5 of the Complaint to the extent they are directed to Neutral, and denies knowledge and information sufficient to form a belief as to the remaining allegations contained in paragraph 5 of the Complaint.

6. Denies that IFS is an ocean freight forwarder within the meaning of 46 U.S.C. § 40102(18), and denies knowledge and information sufficient to form a belief as to the remaining allegations contained in paragraph 6 of the Complaint.

7. Denies the allegations contained in paragraph 7 of the Complaint.

8. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph A of the Complaint.

9. Admits that Space Cargo engaged IFS and Neutral to assist in arranging for the transportation of certain cargo, but denies knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph B of the Complaint.

10. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph C of the Complaint.

11. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph D of the Complaint.

12. Admits that IFS acted as agent of Neutral as NVOCC for the shipment under Bill of Lading No. 424555 for the shipment of Complainant's cargo, consolidated with others, into container DVRU0610860 with seal B5635389 from Valencia, Spain to San Juan, Puerto Rico on or about July 21, 2013, but except as otherwise admitted denies the allegations contained in paragraph E of the Complaint.

13. Denies that the aforementioned container was loaded aboard the M/V CAROLINE SCHULTE.

14. Admits the allegations contained in paragraph G of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph H of the Complaint.

16. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph I of the Complaint.

17. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph J of the Complaint.

18. Admits that IFS, as agent for Neutral, sent the letter attached as Exhibit 8 to the Complaint, which speaks for itself, but except as otherwise admitted denies the allegations contained in paragraph K of the Complaint, including the appended footnote.

19. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph L of the Complaint.

20. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph M of the Complaint.

21. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph N of the Complaint.

22. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph O of the Complaint.

23. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph P of the Complaint.

24. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph Q of the Complaint.

25. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph R of the Complaint.

26. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph S of the Complaint.

27. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph T of the Complaint.

28. Denies the allegations contained in paragraph U of the Complaint.

29. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph V of the Complaint.

30. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph W of the Complaint.

31. Denies the allegations contained in paragraph A of the "Causes of Action" section of the Complaint to the extent they are directed to IFS and Neutral.

32. Denies the allegations contained in paragraph B of the "Causes of Action" section of the Complaint to the extent they are directed to IFS and Neutral.

33. Denies the allegations contained in paragraph C of the "Causes of Action" section of the Complaint to the extent they are directed to IFS and Neutral.

34. Denies the allegations contained in paragraph D of the "Causes of Action" section of the Complaint to the extent they are directed to IFS and Neutral.

35. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph E of the "Causes of Action" section of the Complaint.

36. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph F of the "Causes of Action" section of the Complaint.

37. Denies the allegations contained in paragraph G of the "Causes of Action" section of the Complaint to the extent they are directed to IFS and Neutral.

38. Denies the allegations contained in paragraph H of the "Causes of Action"

section of the Complaint.

**FIRST DEFENSE**

The Complaint fails to state a claim or cause of action upon which relief can be granted, including inter alia under the Shipping Act of 1984, as amended.

**SECOND DEFENSE**

The FMC lacks subject matter jurisdiction over Complainant's claims and lacks personal jurisdiction over IFS and Neutral.

**THIRD DEFENSE**

Complainant suffered no damages and/or failed to mitigate its damages.

**FOURTH DEFENSE**

Complainant's claims are barred in whole or in part by the applicable Statute of Limitations and/or laches.

**FIFTH DEFENSE**

This is an inconvenient or improper forum or venue for this action.

**SIXTH DEFENSE**

Complainant's claims are barred in whole or in part by principles of waiver, and/or estoppel, and/or Complainant's release.

**SEVENTH DEFENSE**

Complainant's claims are subject to the applicable Bill of Lading and any and all

defenses and limitations of liability contained therein, which are hereby incorporated by reference, including inter alia the \$500 per package limitation contained therein.

#### **EIGHTH DEFENSE**

Complainant's Complaint is deficient in that Complainant failed to comply with the prerequisites for filing a complaint before the FMC, including but not limited to the requirements of 46 C.F.R. § 502.62.

#### **NINTH DEFENSE**

To the extent IFS and Neutral are found to be liable for any of the allegations set forth in Complainant's Complaint, IFS and Neutral are entitled to indemnification and/or contribution from CCL and/or other third parties.

#### **TENTH DEFENSE**

Any loss, which is denied, was caused by acts, omissions, or negligence of third parties over which IFS and Neutral had no control and cannot be held responsible.

#### **ELEVENTH DEFENSE**

Complainant lacks standing to bring its Complaint and/or is not the proper party to bring the claims alleged under the Shipping Act of 1984, as amended.

#### **TWELFTH DEFENSE**

Complainant ratified and consented to any acts and/or omissions committed by IFS and/or Neutral and is therefore precluded from any recovery.

**THIRTEENTH DEFENSE**

Any award to Complainant would constitute unjust enrichment.

**FOURTEENTH DEFENSE**

Any damages that Complainant has suffered were caused by Complainant's own acts, omissions, and/or negligence.

**FIFTEENTH DEFENSE**

Complainant's Complaint fails to allege the elements required for claims under §§ 10(b)(3), 10(b)(8), and 10(d)(1) of the Shipping Act of 1984, as amended.

**NEED FOR HEARING**

Complainant and Respondent CCL have not requested a hearing in this matter, and IFS and Neutral also do not request a hearing.

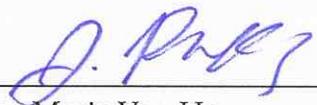
**PRAYER FOR RELIEF**

WHEREFORE, IFS and Neutral hereby request judgment as follows:

1. dismissal of each and every count and cause of action against them;
2. for an award of attorneys' fees and costs; and
3. such other and further relief as the Commission deems just and proper.

Dated: June 30, 2014

By: \_\_\_\_\_

  
Jeanne-Marie Van Hemmen

Todd P. Kenyon

Joshua S. Parks

Betancourt, Van Hemmen, Greco & Kenyon LLC

151 Bodman Place, Suite 200

Red Bank, NJ 07701

(732) 530-4646

jvanhemmen@bvgklaw.com

tkenyon@bvgklaw.com

jparks@bvgklaw.com

Counsel for IFS International Forwarding, S.L.  
and IFS Neutral Maritime Service, Inc.

VERIFICATION

I, MAYTE QUILIS, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: June 30, 2014

\_\_\_\_\_  
Name:

Title:

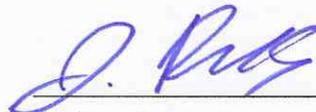
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the following addressees by depositing same in the United States Mail, first class postage prepaid, and by e-mail:

Carlos E. Matos Malec, Esq.  
Edaf Antillas, Inc.  
P.O. Box 11249  
San Juan, PR 00922-1249  
(787) 707-1792  
carlos@forsapr.com

Eric C. Jeffrey, Esq.  
Lindsey M. Nelson, Esq.  
Nixon Peabody LLP  
401 Ninth Street, N.W., Suite 900  
Washington, D.C. 20004-2128  
(202) 585-8000  
ejeffrey@nixonpeabody.com  
lnelson@nixonpeabody.com

Dated: June 30, 2014

  
\_\_\_\_\_  
Joshua S. Parks