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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM



PAYMENT RECEIVED
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Date 8/12/14
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Before the
FEDERAL MARITIME COMMISSION
Washington, D.C. 20573

Docket No. 14-10

ECONOCARIBE CONSOLIDATORS, INC, v. AMOY INT'L, LLC.

COMPLAINT

1. Complainant Econocaribe Consolidators, Inc. ("Econocaribe") does business as an Ocean Transportation Intermediary, with its principal place of business at 2401 NW 69 Street, Miami, FL 33147. It maintains a branch office at 637 E. Albertoni St., Suite 104, Carson, CA 90746, United States.
2. Respondent Amoy international, LLC. ("Amoy") does business as an Ocean Transportation Intermediary under Federal Maritime Commission license number 019113N, bond number 8941895, with its place of business at 14145 Proctor Avenue Suite 14, City of Industry, CA 91746, United States.
3. On May 20, 2013 Amoy contracted with Econocaribe for the shipment of 4 containers allegedly containing 100 packages of "Auto Parts (New)" from Oakland, CA to Xingang, China. *See* Exhibit "A", Amoy Booking Request & Econocaribe Booking Confirmation.
4. Econocaribe in turn contracted with Maersk Line ("Maersk") for the shipment via the vessel "CMA CGM VIVALDI," and in accordance with Amoy's instructions made Victory Maritime Service ("Victory China") at destination the consignee. *See* Exhibit "B", Amoy Instructions. Maersk took possession of the containers along with other related paperwork on or about May 29, 2013 for purposes of shipment to China. *See* Exhibit "C", Maersk Bill of Lading.
5. The arrival date was June 17, 2013. On or about that date Chinese Customs opened the containers for inspection, and found that the contents were in fact goods prohibited entry

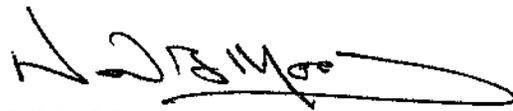
into China, i.e. baled used truck tires. It seized the four containers from Maersk Line, the importing carrier, and Maersk's notification of this fact then went to Econocaribe and Amoy.

6. On July 9, 2013 Maersk informed Econocaribe that the consignee Victory China denied interest in the cargo, and that Amoy needed to nominate another shipper for the return bill of lading. Econocaribe immediately forwarded this information to Amoy.
7. Amoy has never nominated either a shipper or consignee for the return of the cargo, leaving Econocaribe unable to repatriate the cargo.
8. Amoy has steadfastly refused to provide payment for the costs incurred in China, leaving Econocaribe at risk of significant financial loss without any justification.
9. Amoy, as a common carrier, willfully, intentionally, and knowingly misdeclared the cargo as new auto parts when in fact it was used baled truck tires, said misdeclaration causing it to be detained by Chinese Customs. False manifestation of cargo on a bill of lading and transportation of goods under tariff misclassification is a violation 46 U.S.C. §41104(2)(A), 46 U.S.C. §41102(c) and 46 C.F.R. §515.31(e), and of the Shipping Act of 1984 as amended, sections 10 (a)(1), (b)(1), (b)(2)(A) & (B)
10. Econocaribe seeks reparations pursuant to 46 U.S.C. § 41305 for its actual injury, interest, and attorneys fees.
11. Amoy and its legal counsel have been non-responsive to inquiries by Econocaribe and its legal counsel, in violation of 46 CFR 41102(c). See Rule 62(e). As a result, informal dispute resolution procedures were not used prior to the filing of this Complaint, and no consultation was made with any Commission Dispute Resolution Specialist regarding the same.
12. Econocaribe has been damaged in the sum of approximately \$192,811.00, plus attorneys' fees and interest.
13. Econocaribe prays that Amoy be required to answer the charges herein; that, after due hearing, an order be entered commanding Amoy to cease and desist from its violations of

the Shipping Act; and that Amoy be ordered to pay to Econocaribe reparations for the unlawful conduct described above in the sum of approximately \$192,811.00, with interest and attorneys fees to be specified hereafter, as provided for under 46 U.S.C. § 41305(b), and such other reparations that the Commission deems just and proper.

14. Econocaribe requests that a hearing in this matter be held in Miami, Florida, as provided in the Econocaribe Bill of Lading, or in the alternative in Washington, D.C.

Respectfully submitted,
THE MOONEY LAW FIRM, LLC



Neil B. Mooney
Counsel for Complainant
Econocaribe, Inc.

Fla. Bar No. 0169463
nmooney@customscourt.com
1911 Capital Circle N.E.
Tallahassee, FL 32308
Tel. 850-893-0670
Fax. 850-391-4228

Date : July 25, 2014

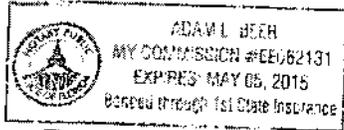
VERIFICATION

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

[Handwritten initials]

Robert C. Hoberg being first duly sworn on oath deposes and says that he is the Complainant, that he has read the complaint and that the facts stated therein are true and correct to the best of his knowledge and belief.

Subscribed and sworn to before me, a notary public in and for the State of Florida in Miami-Dade County this 4 day of August, 2014.



[Handwritten Signature]
NOTARY PUBLIC

State of Florida at Large

Adam L Beer

Print Name

My Commission Expires: 5/5/15
Commission No.: EE062131

Robert Hoberg

EXHIBIT "A"

Crystal / Amoyline (mailto:crystal@amoyline.com) (mailto:crystal@amoyline.com) (mailto:crystal@amoyline.com)

Amoyline (http://www.amoyline.com/)

[FMC License No.: 019113N] [FMC Bond No.: 8941895]

[China MOC License No.: MOC-NV003586]

11-05 Plaza, Avenue 14 City of Industry, CA 91706 (U.S.A.)

Tel: (925) 851-2177 Fax: (925) 851-3073

1100 MacArthur Blvd (Oakland), CA 94612 (USA Office)

Fax: (415) 889-8951 Fax: (317) 889-1267

Website: www.amoyline.com & http://china.amoyline.com

Follow us on WeChat/Skype: crystal@amoyline

Website: www.amoyline.com

Amoyline is a member of the Amoy Group of Companies, a leading provider of international shipping services.

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From: Ariel Martinez (mailto:ariel@econocaribe.com)

Sent: Monday, May 20, 2013 1:50 PM

To: Krystal / Amoyline

Cc: GABY@AMOYLINE.COM; 'Melissa / Amoy Line'

Subject: RE: New Booking from Oakland to Xingang - 04-439024

Dear Krystal / Amoyline:

Thank you for the booking confirmation.

If you have any questions, please contact me.

Best regards,

Ariel Martinez, Director of Sales

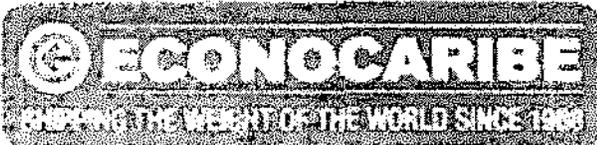
0417 ASHWOOD DRIVE

ROSELAND

CA 94761 USA

TEL: (925) 276-1100 FAX: (925) 276-1101

Email: a.martinez@econocaribe.com



This was sent from the internet recipient. If you do not the intended recipient

of this e-mail, you should not disseminate or act on the information contained herein.

It is the policy of Amoyline to keep all e-mail confidential. If you have received this e-mail in error, please notify the sender immediately by e-mail.

Any views or opinions expressed in this e-mail are those of the sender and do not necessarily represent those of Amoyline or its affiliates.

From: Krystal / Amoyline (mailto:krystal@amoyline.com)

Sent: Monday, May 20, 2013 12:59 PM

To: Ariel Martinez

Cc: GABY@AMOYLINE.COM; 'Melissa / Amoy Line'

Subject: RE: New Booking from Oakland to Xingang - 04-439024

Hi Kristal,

Thank you!

Thank you

Krystal Lee

Sales & Marketing

1111 California Street, Suite 1100

San Francisco, CA 94109

Phone: 415.774.2000

Fax: 415.774.2001

Mobile: 415.435.1234

FMC License No. 019112K [FMC Bond No. 3941895]

China MOC License No. MOC-NV0035B6

1401 California Ave., Suite 1100, San Francisco, CA 94116 (11th Floor)

San Francisco, CA 94116 (11th Floor)

Head Office: 415.774.2000 (11th Floor)

Head Office: 415.774.2001 (11th Floor)

E-Mail: www@amoyline.com / info@amoyline.com

Head Office: 415.774.2000 (11th Floor)

Head Office: 415.774.2001 (11th Floor)

Head Office: 415.774.2000 (11th Floor)

Head Office: 415.774.2001 (11th Floor)



From: Ariel Martinez [<mailto:amartinez@comparibe.com>]

Sent: Monday, May 20, 2013 11:58 AM

To: Krystal - Amoyline

Cc: GARY & ANCY LINE (C/O: 'Melissa / Ancy Line')

Subject: RE: New Booking from Oakland to Xingang - 04-439024

Hi Krystal,

Thank you very much!

Best regards,

Ariel Martinez

415.774.2000

415.774.2001

415.435.1234

415.774.2000

415.774.2001

415.774.2000

415.774.2001

415.435.1234

415.774.2000

415.774.2001

415.435.1234

415.774.2000

415.774.2001

To: Krystal E. Antoyne
Subject: RE: New Booking from Oakland to Xingang - 04-439024

Hi Andre,

Thank you for your email. I will get back to you as soon as I have the details on hand.

Best regards,
Krystal

Krystal E. Antoyne
Sales & Marketing
E: krystal@econocaribe.com
P: 787-461-1100
F: 787-461-1101

Maersk Line is a registered trademark of the Maersk Group. Booking on Maersk Line is not booked via Econocaribe.

Thank you

Crystal E. Antoyne
E: krystal@econocaribe.com
P: 787-461-1100
F: 787-461-1101



From: Krystal E. Antoyne [<mailto:krystal@econocaribe.com>]
Sent: Friday, May 17, 2013 3:26 PM
To: Andre Martiano
Subject: New Booking from Oakland to Xingang

Hi Andre,

Hope to connect with you.

Please reconfirm the Maersk sailing schedule for this shipment.

We have cargo ready to load.

Please advise the sailing schedule and confirm the rate for a 40'HQ

Please call or email me if you have any questions or concerns, thank you

Thank You
Krystal Lee
Sales & Marketing

krystal@econocaribe.com
787-461-1100
787-461-1101

Crystal E. Antoyne | krystal@econocaribe.com

[ECC Franchise No: 019111N] [ECC Bond No: 8941B93]

[Florida MOC License No: MOC NY003586]

1100 University Blvd, Suite 100, Ft. Lauderdale, FL 33304

Phone: (954) 344-0000

Fax: (954) 344-0000

Web: www.nyoc.com

1100 University Blvd, Suite 100, Ft. Lauderdale, FL 33304

Phone: (954) 344-0000

Fax: (954) 344-0000

Web: www.nyoc.com

1100 University Blvd, Suite 100, Ft. Lauderdale, FL 33304



Booking No.: 560323561

Print Date: 2020-03-16 17:03

Origin: Fuzhou	BOYUNQARIBI COMPOUNDING CO., LTD	Service Mode:	Q2007
Origin Name:	ANLI MARTINEZ	From:	Q2007
Origin Contact:	04439029	To:	Q2007
Service Contract:	549011	Equipment Group:	Auto parts
Contractual Customer:	SHANGHAI CARRIER TECHNOLOGIES LTD	Business Unit:	Maersk Agency U.S.A. for Maersk LLC
Address:	1711 WYOMING AVE		

By making a booking on Maersk you confirm your booking details as follows:

Export Date: 20200318 08:00 AM **Export:** 05-24-2018 08:00 PM **Time zone:** PST
Equipment Package: E-Global 2017-2018 03 PM
AEI/Trade status: Export 05-24-2018 08:00 AM **Time zone:** PST

Please note that all movements (including or passing through EU ports) are subject to the relevant country's most restrictive rules. These may include specific regulations and restrictions are submitted to Maersk Line no later than 48 hours prior to cargo/doff at the port of call for the relevant country. Complete shipping instructions are needed in order to secure cargo loading approval from the relevant authorities.

Charges will not be levied for demurrage (dorm and working day), for standard container types and 11 working days for operating hours. For additional information, please refer to the day time and night gates out of the terminal.

Equipment

Quantity	Size/Type/Height	Item	Collapsible	Sub Equip	Gross Weight	Pack. Qty/Kind	Cargo Volume
1	40' HQ	1	0		1,400KG (3,085 LBS)		

Intended Transport Plan

From	To	Vessel	Voy No.	ETD	EUA
Shanghai (China)	Yokohama (Japan)	EMMAH VALDI	134W	03-18-20	03-18-20

Load Itinerary

Type	Location	Release From Date	Time	Release To Date	Time	Return Date	Time	Load Ref
Empty	Shanghai (China)	2020-03-20	08:00					
Loaded	Shanghai (China)	2020-03-20	08:00					
Empty	Yokohama (Japan)							
Loaded	Yokohama (Japan)							

1. This is a non-negotiable contract of carriage between the shipper and the carrier. It is subject to the terms and conditions of the contract of carriage, which are available on the carrier's website. The carrier is not liable for any loss or damage to the cargo, including but not limited to, theft, pilferage, breakage, leakage, contamination, or any other loss or damage, unless the carrier is negligent. The carrier is not liable for any delay or loss of cargo, including but not limited to, demurrage, detention, or any other loss or damage, unless the carrier is negligent. The carrier is not liable for any loss or damage to the cargo, including but not limited to, theft, pilferage, breakage, leakage, contamination, or any other loss or damage, unless the carrier is negligent. The carrier is not liable for any delay or loss of cargo, including but not limited to, demurrage, detention, or any other loss or damage, unless the carrier is negligent.

EXHIBIT "B"

From: "Gaby - Amoyline" <gaby@amoyline.com>
Date: Friday, May 24, 2013 2:35 PM
To: "LAFOLDOC" <lafdoc@econocaribe.com>, "KRYSTAL@AMOYLINE.COM"
Cc: "Melissa / Amoy Line" <melissa@amoyline.com>
Subject: MBL INSTRUCTIONS RE: DOC REQUEST BK SSL# 560323551 ECI# 04-430024

Hello,

Please see below MBL instructions, and please note we would like our agent in China as the direct consignment to the carrier MBL

Booking# 560323551

MBL Shipper

AMOY INTERNATIONAL
11145 PROCTOR AVE, SUITE 114
CITY OF INDUSTRY CA 91740

ULTIMATE MINOR ARRIVERS MBL Consignee:

WINGORY MARITIME SERVICES (CHINA) LTD
TIANJIN BRANCH
508, TOWER C, CITY CENTER, XI KANG ROAD, HE PING DISTRICT, TIANJIN, CHINA
TEL: 86-22-23336411/33/55 FAX: 86-22-23336400
CELL: Mr. Liu, Hu.

From: OAKLAND, California to XINGANG, China

Commodity:
AUTO PARTS

Container#s/Size#
PUN01170788/2300720 - 25PKGS/22000KGS/50CBM
MSK01170259/2300719 - 25PKGS/22000KGS/50CBM
PUN01181761/2300718 - 25PKGS/22000KGS/50CBM
MSK01181720/2300717 - 25PKGS/22000KGS/50CBM

AGS ITN: X20130524062627
Ref: MEX
Freight: PRE PAID

Best Regards,

Gaby

Amoy International LLC

May 24, 2013, 10:05 AM (GMT-04:00)

From: LAFCI Docs [mailto:lafcidocs@econocaribe.com]
Sent: Friday, May 24, 2013 10:05 AM
To: 'CRYSTAL@AMOYLINF.COM'; 'Gaby (Amoylin)'
Subject: DOC REQUEST BF SSI #: 560323561 ECI#: 04-439024
Importance: High

To:

CRYSTAL@AMOYLINF.COM

CRYSTAL@AMOYLINF.COM

From: LAFCI Docs [mailto:DOC@econocaribe.com] <mailto:DOC@econocaribe.com>

External Mailings

Crystal Amoylin

Crystal Amoylin



EXHIBIT "C"

