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JAN 20 2015

Federal Maritime Commission
Office of the Secretary

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 14 -10

ECONOCARIBE CONSOLIDATORS, INC.

COMPLAINANT

V.

AMOY INTERNATIONAL, LLC.

RESPONDENT

**RESPONDENT'S SEPARATE STATEMENT OF DISPUTED FACTS
IN SUPPORT OF ITS OPPOSITION TO COMPLAINANT'S
MOTION FOR PARTIAL SUMMARY JUDGMENT**

Respondent Amoy International, L.L.C. ("Amoy") submits the following
Separate Statement in Opposition to Complainant Econocaribe Consolidators,
Inc.'s ("Econocaribe") Motion for Partial Summary Judgment:

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SEPARATE STATEMENT OF DISPUTED FACTS

<u>MOVING PARTY'S UNDISPUTED MATERIAL FACTS</u>	<u>OPPOSING PARTIES' RESPONSE AND SUPPORTING EVIDENCE</u>
<p>1. Econocaribe is a licensed ocean freight forwarder and non-vessel operating common carrier ("NVOCC"), 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.</p>	<p>1. Undisputed.</p>
<p>2. 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.</p>	<p>2. Undisputed.</p>
<p>3. On May 20, 2013 Amoy contracted with Econocaribe for the shipment of 4 containers</p>	<p>3. Disputed. Exhibit "A" is a series of emails, which includes a booking request.</p>

<p>allegedly containing 100 packages of “Auto Parts (New)” from Oakland, CA to Xingang, China, <i>See</i> Exhibit “A”, Amoy Booking Request & Econocaribe Booking Confirmation.</p>	<p>Although that exhibit refers to a confirmation, it was not attached. The contract between Econocaribe and Amoy is the bill of lading, attached as Exhibit “E” to Complainant’s motion. It describes the shipment as “Auto Parts.”</p>
<p>4. Krystal Lee, Amoy’s employee, made the booking with Econocaribe and described the cargo as “auto parts (new).” <i>See</i> Exhibit “A.”</p>	<p>4. Undisputed.</p>
<p>5. However, the cargo was baled used truck tires. <i>See</i> Exhibit “B.” Econocaribe did not know this until the cargo arrived in China and was inspected by Chinese Customs. <i>See</i> John Kamada Affidavit.</p>	<p>5. Disputed. Exhibit “B” is a photograph, which has no foundation for its admission. Support for this “undisputed” fact appears to be ¶¶5 and 8 of the Affidavit of John Kamada (“Kamada Affidavit”). This is hearsay testimony [F.R.E. §§801; 802]; without foundation or authentication [F.R.E. §§ 602, 901(b)(1)]. Mr. Kamada did not testify that he was present in China or had first hand</p>

	<p>knowledge when the alleged event occurred.</p> <p>Thus his testimony is hearsay. <u>See</u> Objections to Affidavit of John Kamada, pgs, 4, 5.</p>
<p>6. Krystal Lee knew that the cargo was in fact baled used truck tires when she booked spaces with Econocaribe and made the misdeclaration. <i>See</i> John Kamada Affidavit; Exhibit "C", Melissa Chen email dated April 15, 2014 in which she stated that "Kristal [Lee] is no longer with the company ... but Krystal has caused big problems with other shipments too and we have lost way too much money in past 2 years, law suits, penalties and etc.:" and Exhibit "D." Melissa Chen email dated May 9, 2014 in which she stated that she "just took care of lawsuits with MSC and Zim due to previous losses with similar problem caused by the same</p>	<p>6. Disputed. Mr. Kamada misstates the telephone conversation with Melissa Chen. She did not state that "Krystal Lee knew the cargo was in fact baled used truck tires when she booked spaces with Econocaribe and made the misdeclaration" or that "this was not the first time that Amoy had shipped used tires by providing false information to another NVOCC" or any of the other representations set forth in ¶9 of Kamada's Affidavit, except for the statement that "Krystal is no longer with the company." <u>See</u> Declaration of Melissa Chen ("Chen Declaration"), ¶¶29, 30, 31.. There were no other incidents, claims or litigation involving</p>

<p>sales [Krystal Lee].”</p>	<p>Krystal Lee and other NVOCCs or misdeclarations or baled tires. The other incident involved shipments, represented to be wood pulp, with MSC and ZIM and Amoy settled with these carriers. That incident did not involve other NVOCCs or baled tires.</p> <p><u>See</u> Chen Declaration, ¶29, Exhibit “31”.</p>
<p>7. Amoy knew or should have known that the description was incorrect. <i>See</i> ¶ 9 of Complaint and ¶ 9 of Respondent’s Answer to the Complaint.</p>	<p>7. Disputed. A carrier is not required to open sealed contained or boxes to check on the internal condition of the goods. <u>See</u> Schoenbaum, 1 Admiralty and Maritime Law. §10-12 (5th ed.), fn. 18 and cases cited therein. Although Amoy had no duty to open the containers, it did ask the shipper, Mr. Chen, to provide a photograph of the cargo and received what it believed was a photograph of the cargo. <u>See</u> Chen Declaration, ¶¶4, 5, 31; Exhibits “4”, “5”, “6”, and “32.” Furthermore, Econocaribe’s</p>

	<p>fn. 1 comment that Amoy “nevertheless admits that its declaration was in fact a mistake” in its answer is incorrect and a misinterpretation of that answer. Amoy did not admit it made a mistake when it declared the cargo as auto parts, since it did not know that the cargo was baled tires. <u>See</u> ¶9 of Respondent’s Answer; Chen Declaration, ¶4.</p>
<p>8. Econocaribe’s Terms and Conditions were included into the Bill of Lading. The Bill of Lading states “transportation pursuant to this Bill of Lading is subject to conditions set forth in Econocaribe published tariff.” Exhibit “E.”</p>	<p>8. Undisputed.</p>
<p>9. Paragraph 15 of Econocaribe’s Terms and Conditions of Service provides:</p> <p>15.2 Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the warranties in clause 14.3 or from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.</p>	<p>9. Undisputed.</p>

<p>15.3 The merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken, incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.</p>	
<p>10. Paragraph 14 of Econocaribe's Bill of Lading and Conditions of Service provides:</p> <p>14.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Shipper on receipt of this bill of lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods, and contain no contraband, drugs, other illegal substances or stowaways, and that the goods will not cause loss, damage or expense to the Carrier, or to any other cargo during the Carriage.</p>	<p>10. Undisputed.</p>
<p>11. Econocaribe in turn contracted with Maersk Line ("Maersk") for the shipment via the vessel "CMA CGM VIVALDI," and in</p>	<p>11. Undisputed, except for "other paperwork." Exhibit "G" does not describe any "other paperwork" that Maersk took</p>

<p>accordance with Amoy's instructions made Victory Maritime Service ("Victory China") the consignee at destination. <i>See</i> Exhibit "F", 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. <i>See</i> Exhibit "G", Maersk Bill of Lading.</p>	<p>possession.</p>
<p>12. 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. <i>See</i> Exhibit "B."</p>	<p>12. Disputed. Exhibit "B" is a photograph of tires and doesn't support any of the "Undisputed Facts" alleged in paragraph 12. If support is based on ¶8 of the Kamada Affidavit, Amoy has objected to that "testimony" based on hearsay and lack of foundation. His personal knowledge was not established. <i>See</i> Objections to Affidavit of John Kamada, pg. 5.</p>
<p>13. On July 9, 2013 Maersk informed Econocaribe that the consignee Victory</p>	<p>13. Disputed. Exhibit "H" does not state that "Amoy needed to nominate another</p>

<p>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. <i>See</i> Exhibit "H."</p>	<p>shipper for the return bill of lading." The closest wording is "Pls urgently inform shipper accordingly and advise if they need to find new cnee to help them return issue." "Pls make sure shipper as cargo owner be informed the longstanding. They need to push CNEE arrange cargo delivery ASAP." That language, whatever it means, does not support the "Undisputed Fact," that Amoy needed to nominate another shipper for the return bill of lading. If support is based on ¶10 of the Kamada Affidavit, Amoy has objected to that testimony. <u>See</u> Objections to Affidavit of John Kamada, pg.6. Moreover, the "Undisputed Fact" is misleading. From the outset, Amoy preferred to return the cargo and was asking for the re-export cost. <u>See</u> Chen Declaration, ¶¶8, 9, 11, 12; Exhibits "11", "12". However, it was persuaded by</p>
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	<p>John Kamada to tender a letter of abandonment instead. See Chen Declaration, ¶¶10, 13, 14; Exhibits "11", "12".</p>
<p>14. Although Amoy preferred to have the cargo abandoned in China, abandonment is simply not an option under Chinese Customs law. See Exhibit "I," George Amador email dated July 17, 2013 in which he stated that "As the cargo owner [Amoy] absolutely can't abandon the containers, now they must find new buyer at destination or arrange re-export." See also Exhibit "J," Section 29 of Chinese Customs Regulation on Import of Solid Waste Management Practices. Section 29 of Chinese Customs Regulation on Import of Solid Waste Management Practices provide that Chinese Customs shall order the importer or the carrier to return the solid waste back to its country or origin within a</p>	<p>14. Disputed. Misleading. Amoy did not prefer to have the cargo abandoned in China. It preferred to return the cargo to the U.S., but was persuaded by Econocaribe to abandon the cargo in China as being the least expensive alternative. See Chen Declaration, ¶¶8, 9, 11, 12, 13, 14; Exhibits "11", "12". Amoy told Mr. Kamada that it was seeking the cheapest way to solve the matter, see Chen Declaration ¶12, Exhibit "12". Amoy also told Econocaribe that it was not familiar with abandonment or its costs and was relying on Econocaribe's advice. See Chen Declaration, ¶12, Exhibit "12". Kamada responded accordingly. He recommended abandonment as less expensive than re-</p>

<p>prescribed period.</p>	<p>export. <u>See</u> Chen Declaration ¶13, Exhibit “12”. In fact, Econocaribe recommended that the cargo be abandoned within the week after its arrival in China. <u>See</u> Chen Declaration ¶10, Exhibit “11”. This was after Amoy told Econocaribe that the cargo was likely prohibited from entry into China. <u>See</u> Chen Declaration, ¶7. Econocaribe’s email to Amoy led it to believe that abandonment was in fact an option. <u>See</u> Chen Declaration, ¶12, Exhibit “12”. When Amoy sent that letter to Econocaribe, it didn’t tell Amoy that abandonment was not an option. <u>See</u> Chen Declaration, ¶14, 15. Amoy does not dispute that George Amador’s email states “As the cargo owner [Amoy] absolutely cannot abandon the containers, now they must find new buyer at destination or arrange re-export.” However, when that email was sent</p>
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to Amoy, it was prefaced with a comment from Mr. Kamada that “Per Maersk, the containers cannot be abandoned until after 90 days of arrival.” Amoy understood that comment to mean that after 90 days, it could send a letter of abandonment to solve the cargo problem. See Chen Declaration, ¶17. Mr. Amador’s email is also at odds with Econocaribe’s later request that Amoy send a letter of abandonment. See Chen Declaration, ¶¶20, 22, Exhibit “19”. Amoy was never told that the letter was merely a negotiating ploy. If it was so informed, it would have insisted that the cargo be re-exported to the U.S. See Chen Declaration, ¶14. Section 29 of the Chinese Custom Regulation is irrelevant [F.R.E. §§ 401, 402] because no showing has been made that the cargo was classified as “solid waste.”

<p>15. Amoy claimed that its abandonment letter released its responsibility for the return and/or disposition of the cargo. See ¶ 7 of Respondent's Answer to the Complaint. <i>See also</i> Exhibit "D," Melissa Chen email dated May 9, 2014 in which she stated that "[when the abandonment letter was signed to Maersk last year, I was no longer expecting to receive emails instructing to taking back these containers. Maersk has these containers since last year, they were aware of the situation ..., and it is up to them for letting the containers sitting at port or solving this problem sooner."</p>	<p>15. Disputed. Misleading. ¶7 of Respondent's Answer to the Complaint does not support the contention that "Amoy claimed that its abandonment letter released its responsibility for the return and/or disposition of the cargo." It merely states that respondent provided complainant with a letter of abandonment that it requested. The quotation from Exhibit "D" omitted the phrase "even before containers arrive in port" following "aware of the situation." In context, Exhibit "D" shows Amoy's frustration in attempting to address the situation from the outset. Amoy informed Econocaribe at the outset "the cargo was likely prohibited from entry into China," <u>see</u> Chen Declaration, ¶7, Exhibit "8", that "we are running out of time" and the "We sincerely just want to solve the matter the</p>
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quickest possible.” See Chen Declaration, ¶9. According to Amoy, “This shipment has not choice to either be returned or abandoned, please urgently advise” See Chen Declaration, ¶11. Mr. Kamada’s response was “You can abandon the cargo for sale at destination.” See Chen Declaration, ¶13, Exhibit “12”. From the outset, Mr. Kamada told Amoy repeatedly that it could abandon the cargo and even asked for an abandonment letter. See Chen Declaration, ¶¶10, 13, 17, 22; Exhibits “11”, “12”, “15”, “19”. On September 6, 2013, Econocaribe asked Amoy to send an abandonment letter, which Econocaribe passed on to Maersk on September 10, 2013. See Chen Declaration, ¶22. Except for email exchanges on September 12 and 13, 2013, the next communication that Amoy received on the

	<p>matter was seven months later, on April 15, 2014. Because of the long delay, Amoy believed that the letter of abandonment had successfully addressed the issue. That belief is seen in an email that Amoy sent to Mr. Kamada: "Once abandonment letter was sign to carrier, they usually don't come back to ask to take the container back, can you check again?" <u>See</u> Chen Declaration, ¶24; Exhibit "25". In context, the events that occurred before Amoy sent its May 9, 2014 email explain its frustration and disbelief that is seen in that email.</p>
<p>16. In fact, abandonment is not an option and it does not release shipper of liability. Maersk requested Amoy abandonment letter only to see if it could pressure Chinese Customs to order disposition. <i>See</i> Exhibit "K." Barbara Surez email dated May 114,</p>	<p>16. Disputed. Citation to Exhibits "K" and "L" is misleading and irrelevant. At the outset, Amoy informed Econocaribe that it was not familiar with abandonment procedure and costs. It was looking to Econocaribe for direction. <u>See</u> Chen</p>

<p>2014 [sic]. Chinese Customs does not necessarily react to shipper's abandonment letter. <i>Id.</i> and Exhibit "L," Barbara Surez email dated on June 9, 2014 in which she stated "China Customs controls and decides when disposal can be arranged and for that reason."</p>	<p>Declaration, ¶12. The direction from Econocaribe was to recommend abandonment as an option and to later ask Amoy prepare a letter of abandonment. <u>See</u> Chen Declaration, ¶¶10, 13, 17, 22; Exhibits "11", "12", "15", "19". Amoy was persuaded by Econocaribe to prepare a letter of abandonment in a July 10, 2013 email, instead of returning the cargo as Amoy had preferred. <u>See</u> Chen Declaration, ¶¶12, 15, 27; Exhibit "12". No one told Amoy when it sent its letter of abandonment that it was merely a negotiating ploy. If they did, Amoy would have insisted that the containers be returned to the United States. It believed that a letter of abandonment was an alternative that would solve the problem. <u>See</u> Chen Declaration, ¶14, 17. Moreover, Econocaribe failed to inform Amoy when it requested</p>
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	<p>Amoy's letter of abandonment, that Maersk had informed Econocaribe that the best option was to see about re-export before the cargo was seized. If it had, Amoy would have insisted on re-export. <u>See</u> Chen Declaration, ¶22; Exhibit "20". <u>See</u> also response to "Undisputed Fact" No. 14.</p>
<p>17. Amoy could not find a buyer at the destination, therefore the return to U.S. was the only possible option. See Exhibit "M." Melissa Chen email dated July 1, 2013 in which she responded to John Kamada that she could not find a buyer in China.</p>	<p>17. Undisputed. Exhibit "M" confirms that Econocaribe was informed on July 1, 2013 that Amoy could not find a buyer. Yet Econocaribe continued to recommend that Amoy prepare a letter of abandonment and even asked for a letter. <u>See</u> Chen Declaration. ¶¶13, 17, 22; Exhibits "12", "15", "19". Econocaribe knew that Amoy was not familiar with abandonment procedure, <u>see</u> Chen Declaration, ¶12. It should have informed Amoy that abandonment was not an option once it found</p>

	<p>out that Amoy could not find a buyer and even before that when Amoy informed Econocaribe that the cargo was likely prohibited in China. See Chen Declaration, ¶7. Econocaribe knew from the outset that Amoy preferred to return the cargo. See Chen Declaration, ¶¶8,9,11,12; Exhibit “11”, “12” (“I still think that returning will be the fastest way”). Moreover, Econocaribe failed to inform Amoy when it requested Amoy’s letter of abandonment, that Maersk had informed Econocaribe that the best option was to see about re-export before the cargo was seized. See Chen Declaration, ¶22; Exhibit “20”.</p>
<p>18. On or about April 2, 2014, Chinese Customs issued the order to release the four containers with the condition that they be shipped back to their country of origin. See</p>	<p>18. Undisputed.</p>

<p>Exhibit "N," Barbara Surez email dated April 2, 2014 in which she stated [just this morning that Customs is ordering these containers to return to origin, as cargo is "cur baled tires," which is a restricted commodity.]</p>	
<p>19. As of June 11, 2014, China Customs had not released cargo. <i>See</i> Exhibit "O," Barbara Surez email dated June 11, 2014.</p>	<p>19. Undisputed.</p>
<p>20. Amoy has never nominated either a shipper or consignee for the return of the cargo, leaving Econocaribe unable to repatriate the cargo. <i>See</i> ¶ 7 of Answer to the Complaint. <i>See also</i> Exhibit "P," Melissa Chen email dated May 13, 2014 in which she stated "I [would] not take the containers back. Carriers have their solutions for this kind of situation and I suggest you not to agree for taking them back;" and Exhibit "D," Melissa Chen email May 9, 2014 in</p>	<p>20. Disputed. Although Amoy did not formally nominate a shipper or consignee, it was in the process of doing do. After almost a year after the cargo arrived in China, Amoy was asked to find a shipper or consignee. Amoy's concern was that Maersk and Econocaribe had waited so long to begin the process that it would have a problem in finding a shipper. Amoy warned Econocaribe from the outset that action had to be taken quickly and that Amoy preferred</p>

<p>which she stated “[unfortunately, I [was] not able to come up with the money to cover these shortages, nor taking the containers back after all these time.”</p>	<p>returning the cargo. <u>See</u> Chen Declaration, ¶9, 11, 12. Beginning in May, 2014, Amoy tried to find a shipper. It contacted seven companies to see if they had an interest in dealing with the cargo. Three asked for photographs of the tires which Amoy sent them. The photographs had been sent by Econocaribe’s counsel. The three contacts wanted more information, which Amoy was unable to provide. Amoy was still in the process of finding a shipper, when Econocaribe filed its action with the FMC. <u>See</u> Chen Declaration, ¶25.</p>
<p>21. Econocaribe entered into agreement with Maersk that Maersk will ship the four containers back to U.S.</p>	<p>21. Undisputed.</p>
<p>22. The original demurrage charge was \$172,897 and was mitigated to \$70,000 - an amount which has been paid by Econocaribe</p>	<p>22. Disputed. Hearsay F.R.E. §§801, 802; lack of foundation and authentication. [F.R.E. §602; 901(b)(1)]. Exhibit Q’s</p>

<p>to Maersk. <i>See</i> Exhibit “Q.”</p>	<p>reference to the amount of the original demurrage charge is hearsay and has no foundation; it has not been shown that the wire transfer is related to the detention of the four containers.</p>
<p>23. The return freight is estimated to be \$17,300. <i>See</i> Exhibit “R,” Maersk Bill of Lading.</p>	<p>23. Disputed. Irrelevant. No showing has been made as to actual cost of the return freight and whether that cost has been paid.</p>
<p>24. Customs clearance, dray and cost of destruction are estimated to be \$9,000. After the destruction of returned used tires, Econocaribe will provide an accurate accounting.</p>	<p>24. Disputed. Irrelevant. No showing has been made of the actual costs of customs clearance, dray and destruction and whether those costs have been paid.</p>
<p>25. Amoy admitted liability as to demurrage costs, return freight, customs clearance, dray, and destruction costs. <i>See</i> Exhibit “C,” Melissa Chen email dated April 15, 2014 in which she stated “the total cost listed below is really expensive and I can’t afford to pay them. I know is not related to you and to the</p>	<p>25. Disputed. Misleading. Amoy did not admit liability for those costs. That email was in response to an earlier email that day where Econocaribe stated “May I suggest you proceed ASAP and accept the charges [meaning almost \$200,000 in charges]. We can still try to mitigate the overall charges but unfortunately,</p>

<p>case.” The total cost mentioned in the email refers to the demurrage costs, return freight, customs clearance, dray and destruction, etc. “You” refers to John Kamada and Econocaribe.</p>	<p>China Customs is not pushing Maersk.” Amoy did not believe that it should pay those costs because they could have been prevented if Econocaribe had addressed the cargo issue at the outset. Amoy did not admit liability for those costs. <u>See</u> Chen Declaration, ¶24.</p>
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<p>26. Amoy has steadfastly refused to provide payment for the any resulting costs.</p>	<p>26. Disputed. Misleading. The use of the word steadfast implies that Amoy, from the outset in June, 2013, refused to pay for any resulting costs. That is incorrect. Amoy, from the outset, had asked Econocaribe for the cost of returning the containers and was looking for direction from Econocaribe. <u>See</u> Chen Declaration, ¶¶8, 9. Return costs were provided to Amoy almost a year later, on May 12, 2014. <u>See</u> Chen Declaration ¶8; Exhibit “27”. A demand for all costs to be paid PRIOR to the return of the cargo wasn’t made until April 22, 2014, although a demand was made on Amoy for costs a week earlier. At that point, costs had grown so large because of Econocaribe’s failure to promptly address the issue, that Amoy could not afford to pay them. <u>See</u> Chen Declaration, ¶¶24, 25.</p>
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Respectfully submitted,

Dated: January 19, 2015

RUSSELL, MIRKOVICH & MORROW

By:



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **RESPONDENT'S SEPARATE STATEMENT OF DISPUTED FACTS IN SUPPORT OF ITS OPPOSITION TO COMPLAINANT'S MOTION FOR SUMMARY JUDGMENT** was sent to the below-mentioned counsel via email on January 19, 2015.

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