

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 14-15

NGOBROS AND COMPANY NIGERIA LIMITED

v.

OCEANE CARGO LINK, LLC, and KINGSTON ANSAH, individually

COMPLAINANT’S RESPONSE TO ORDER TO SUPPLEMENT RECORD

Complainant Ngobros and Company Nigeria Limited (“Complainant” or “NCNL”) submits this response to the directive contained in the Notice of Default and Order to Show Cause (“Order”) served March 20, 2015.

This proceeding is presently pending on Complainant’s Motion for a Decision on Default filed March 6, 2015 as a consequence of Respondents, Oceane Cargo Link, LLC (“OCL” or “Respondent”) and Kingston Ansaah, individually, failure to answer the Complainant’s Complaint, or the Notice of Default and Order to Show Cause issued by the Administrative Law Judge (“ALJ”). As evidence in support of its original Motion, Complainant submitted the verified Declaration of Obinna Ngonadi with Exhibits attached thereto to support its damages. (See Motion and Exhibits attached thereto). Respondents OCL and Kingston Ansaah have not responded to the Motion and the

allegations contained in the complainant submitted by Complainant remain unrefuted on the record.

The ALJ's Order stated that, if Oceane Cargo Link and Kingston Ansa fail to respond, "Complainant Ngobros and Company Nigeria Limited should file a supplement to the motion seeking default." Order at 2. The Order further stated that the supplement should provide additional legal authority, arguments, and facts supporting the claim for damages. Specifically, the supplement should more fully explain:

1. the claim for lost profits and bank settlement agreement;
2. the basis for finding Kingston Ansa personally liable for any damages awarded;
3. whether the damages were paid in US dollars, and if not, the currency in which paid and the conversion rate used in the claim for damages.

1. Claims for Lost Profits and Bank Settlement Agreement

a. Claim for Loss Profits

Complainant's states that its lost profits were proximately caused by OCL's failure to deliver Complainant's container to designated destination port. Complainant submits the Supplemental of Declaration of Obinna Ngonadiin further Support of Motion for Default and to provide details of Complainant's lost profits and bank settlement agreement with Mbawulu Microfinance Bank Limited, Nigeria. See Exhibit 1 attached hereto, Supplemental Declaration and Attachments.

To acquire the rights to the Purchase Order for the vehicles, Complainant paid out a non-refundable application fee of NGN 600,000.00 or \$3,703.30 (NGN 100,000.00 for each vehicle).¹ Complainant and the Purchaser, Mand and Associates [NIG.] Ltd. had

¹ At the time of the claim, the exchange rate was NGN 162.00 per \$1.00.

agreed to a sale price of NGN 6,800,000.00 (\$41,975.30) for the Toyota Camry and NGN 6,100,000.00 (\$37,654.32) for the Nissan Truck according to the Purchase Order. See Exhibit A of Complainant's Motion for Initial Decision.

Prior to the shipment of the three vehicles subject of this proceeding, Complainant had purchased and shipped three Toyota Camrys as required by the Purchase Order. These three vehicles were shipped by Kingston Ansah of Oceane Cargo Link, LLC ("OCL"). After the shipment of the first three vehicles, NCNL only needed to ship two additional Toyota Camrys and one Nissan Truck.

Complainant intended to make a profit of NGN 1,500,000.00 (\$9,259.25) on each vehicle which totaled NGN 9,000,000.00 (\$55,555.56) for the six vehicles as specified above. Please note that in addition to our intended profit we added the non-refundable application fee of NGN 600,000.00 (\$3,703.70). Therefore, the total amount of loss profit including the non-refundable application fee is NGN 9,600,000.00 (\$59,259.26).

Complainant submits that its damages as stated above are shown with reasonable certainty, supported by its Declaration and supporting documents, and that the claimed damages were proximately caused by Respondents' violation of section 10(d)(1). The ALJ in *DSW Int'l Inc. v. Commonwealth Shipping, Inc.* et al., 31 S.R.R. 1850 (Init. Dec. 2011) summarized the Commission's view of the law of damages as follows:

The statements of the Commission in [*California Shipping Line, Inc. v. Yangming Marine Transport Corp.*, 25 S.R.R. 1213 (Oct. 19, 1990)] and the other cited cases are in the mainstream of the law of damages as followed by the courts, for example, regarding the principles that the fact of injury must be shown with reasonable certainty, that the amount can be based on something less than precision but something based on a reasonable approximation supported by evidence and by reasonable inferences, the principle that the damages must be foreseeable or

proximate or, in contract law, within the contemplation of the parties at the time they entered into the contract, the fact that speculative damages are not allowed, and that regarding claims for lost profits, there must be reasonable certainty so that the court can be satisfied that the wrongful act caused the loss of profits.

Citing *Tractors and Farm Equip. Ltd. v. Cosmos Shipping Co., Inc.*, 26 S.R.R. 788, 798-799 (ALJ 1992).

As stated above, Complainant here has supported its loss profits with reasonable certainty, and submitted a verified Declaration of Obinna Ngonadi with documents to support its damages. Complainant states that the damages were proximately caused by Respondents' violation of section 10(d)(1) because it failed to observe and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering when it failed to timely deliver Complainant's vehicles to the proper destination, forcing complainant to pay additional freight charges, and issuing a bad check, and that the violation of section 10(d)(1) resulted in actual injury to Complainant. See original Declaration of Obinna Ngonadi and Exhibits, and Supplemental Declaration and Exhibits attached hereto as Exhibit 1.

Complainant believes OCL and Kingston Ansah are liable for the loss of income or profit in the amount of NGN 9,600,000.00 (\$59,259.26) for the following reasons:

1. Kingston Ansah and OCL admitted and agreed to the liability for the loss of Complainant's vehicles subject of these proceedings. See Exhibit L of Complainant's Motion
2. Complainant lost the Purchase Order for six vehicles, which resulted in loss profits of NGN 9,000,000.00 (\$55,555.56) and as explained NCNL also loss of NGN 600,000.00 (\$3,703.70) for non-refundable application fee resulted in a total loss of NGN 9,600,000.00 (\$59,259.26). See Exhibit H of Complainant's Motion for Initial

Decision.

3. Respondents' failure to establish just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property, was the proximate cause Complainant's lost profits and non-refundable application fee. Even if Respondents' could demonstrate that it established just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property, in this instance, those regulations and practices were not observed and enforced. See Exhibit H of Complainant's Motion for Initial Decision.
4. As a proximate result of Respondents' violation for section 10(d)(10) of the Shipping Act, NCNL's purchaser cancelled the Purchase order for all the vehicles because as stated in the cancellation letter "[u]nder the conditions of the purchase order, the vehicles were to be delivered on or before the 26th of October, 2012. [NCNL's] failure to deliver within the required time is in breach of the purchase order. The company that gave us the contract or purchase order had to seek other sources of supply. As a result, NCNL could not benefit from its intended profit. See Motion, Exhibit H.
5. Complainant lost credibility and lost potential business from the company who gave it the Purchase Order that is the subject of the claim for damages.
6. Complainant made efforts to prevent the loss of subject vehicles by paying additional freight of \$8,108.00 and \$5,000.00 requested by Kingston Ansah of OCL.

b. Bank Settlement Agreement

When Complainant received the Purchase Order, Complainant acquired an overdraft in the amount of NGN 4,000,000.00 (\$24,691.36) on March 5, 2012, which was used to finance the sales transaction. See Exhibit B of Complainant's Motion.

Complainant further explains that when Kingston Ansah of OCL requested Complainant to pay an additional freight of \$8,108.00 to MSC for having Complainant's vehicles re-shipped to the correct port, Complainant took out an additional overdraft in the amount of NGN 1,100,000.00 (\$6,790.12) on November 29, 2012, to partially finance the payment to MSC with the belief that Complainant would receive its vehicles at the correct port. See Exhibit G of Complainant's Motion for Initial Decision.

As of August 30, 2013, Complainant owed its bank the sum of NGN 9,896,040.49 (\$61,086.70) which was the principal sum and accrued interest. See Exhibit I of Complainant's Motion. When it became obvious to Complainant that it was not going to receive its vehicles, Complainant approached its bank to attempt to settle its outstanding loans. Complainant accepted the bank's offer to settle to prevent the loss of its collateral used in securing the loan. See Exhibit I of Complainant's Motion.

The Commission has repeatedly stated in finding a 10(d)(1) violation that:

Section 10(d)(1) requires regulated entities to "establish" just and reasonable regulations and practices, as well as "observe and enforce" the established just and reasonable regulations and practices. If a common carrier, MTO, or ocean transportation intermediary (OTI) failed to establish just and reasonable regulations and practices or the established regulations and practices are unjust or unreasonable, then it has violated section 10(d)(1). If a common carrier, MTO, or OTI establishes just and reasonable regulations and practices, but fails to observe and enforce those regulations and practices, then it has violated section 10(d)(1), regardless of whether a single shipment or multiple shipments are involved.

Citing among other cases, *Yakov Kobel and Victor Berkov v. Hapag-Lloyd A.G., Hapag-Lloyd America, Inc., Limco Logistics, Inc., International TLC, Inc.*, 32 S.R.R. 1720 (FMC, 2013).

Here, Respondents failed to “establish” just and reasonable regulations and practices, as well as “observe and enforce” the established just and reasonable regulations and practices including, but not limited to: not delivering Complainant’s vehicles to the designated destination port; forcing Complainant to pay additional fees in order to receive its container, which it never did receive; and issuing fraudulent checks to Complainant from a closed bank account.

It should be noted that on the original breakdown of damages Complainant previously provided with its Motion, there was an inadvertent mistake of the \$17,692.00 figure stated therein. The correct figure should be the bank loan settlement of NGN 13,101,000.00 (\$81,000.00) less the principal sum of NGN 4,000,000.00 (\$24,691.36) and NGN 1,100,000.00 (\$6,790.12) used as part of the transaction. Thus, Complainant believes that it is entitled to NGN 13,101,000.00 (\$81,000.00) less NGN 5,100,000.00 (\$31,481.48), which results in NGN 8,001,000.00 (\$49,518.52). See the correct table of damages below:

Description	United States Dollars
The total cost of the vehicle including accessories, tax and commission	US\$ 63,308.00
Prepaid freight paid to Oceane Cargo Link LLC	US\$ 5,100.00
The funds transferred to MSC Ghana, for the release of the cargo (November 2012) on behalf of Oceane Cargo Link	US\$ 8,108.00
Additional funds paid to Mr. Kingston Ansah of Oceane Cargo for the release of the Cargo	US\$ 5,000.00
Duty payment made to the Nigerian Customs	US\$ 13,390.05
Payment made to the Clearing agent for services	US\$ 8,771.35

Loss of income from the sale of the vehicles	US\$ 59,259.26
Bank Settlement Agreement for the loan secured to finance this transaction is US \$ 81,000 less the principal of US \$ 31,481.48	US\$ 49,518.52
Total	US\$ 212,455.18

2. Basis for Finding Kingston Anseh Personally liable for any Damages Awarded

Complainant states that personal liability is warranted under the circumstances and that OCL’s corporate shield should be pierced to hold Kingston Anseh individually liable. In *Worldwide Relocations*, FMC No. 06-01 (January 11, 2006) (Order of Investigation and Hearing), the FMC’s Bureau of Enforcement (“BOE”) argued that, “. . . in deciding whether to disregard the corporate status of an entity, several factors may be considered, including: intermingling of funds; failure to follow formal legal requirements for the corporation; overlap in ownership, officers, directors, or personnel; and payment or guarantee of corporation debts. (citing *Williamson v. Recovery Ltd. P’ship*, 542 F.3d 43,53 (2d Cir. 2008); *Budisukma Permai SDNBHD v. N.MK. Products & Agencies Lanka (Private) Ltd.*, 606 F.Supp.2d 391, 399 (S.D.N.Y. 2009)). In addition, BOE argued that "there is no set rule as to which or how many of these factors must be present to warrant piercing the corporate veil. The guiding principle applied by the courts is that liability will be imposed 'when doing so would achieve an equitable result.'"(quoting *Williamson*, 542 F.3d at 53). Finally, “it is well settled that the fiction of a corporate entity must be disregarded whenever it has been adopted or used to circumvent the provisions of a statute. *Casanova Guns, Inc., v. Connally*,” 454 F.2d 1320 (7th Cir. 1972) citing *Anderson v. Abbott*, 321 U.S. 349, 362-363, 64 S.Ct. 531, 88 L.Ed. 793 (1944); *Kavanaugh v. Ford Motor Co.*, 353 F.2d 710, 717 (7th Cir. 1965); *Joseph A. Kaplan & Sons, Inc. v. F.T.C.*, 121 U.S. App. D.C. 1, 347

F.2d 785, 787-788 (1965); *Ohio Tank Car Co. v. Keith Ry. Equip. Co.*, 148 F.2d 4, 6 (7th Cir.), cert. denied, 326 U.S. 730, 66 S. Ct. 38, 90 L. Ed. 434 (1945). [footnote 2]

Here, Complainant directly communicated with Kingston Ansah, the Member-Manager of OCL in its attempts to seek payment for its damages. See Exhibit 2 attached hereto, which is a true and correct copy of OCL's Business Annual Report filed with Secretary of State, Georgia, which shows Mr. Ansah as the only "Member/Manager." Kingston Ansah, on behalf of OCL, admitted that OCL failed to deliver Complainant's container to designated destination port. Kingston Ansah also agreed to pay Complainant for certain damages. See Exhibit L of Complainant's Motion. In addition, Mr. Ansah issued two checks, which checks were signed by Mr. Ansah. However, one of the checks Complainant received bounced because OCL's bank account was closed. See Exhibit J of Complainant's Motion. Complainant did not deposit the second check knowing the OCL's bank account was closed. Complainant contends that Kingston Ansah should be held personally liable for Complainant's damages because he knowingly committed fraud by issuing a bounced check to Complainant and another check that more likely than not, would have bounced due to OCL's closed bank account.

In *Worldwide*, the Commission affirmed the ALJ's finding that the "corporate veil is pierced, and liability extended to each of the individual respondents, with the exception of Martin McKenzie." *Worldwide Relocations*, 31 S.R.R. 1471 (FMC, 2012). In affirming the ALJ's decision to hold certain Respondents personally liable, the Commission stated:

We affirm the ALJ's injunction with only slight modification. Where the Commission finds a proceeding record that is fully adequate to support the presiding officer's decision to pierce the corporate veil and subject individuals to enforcement remedies, the Commission should not hesitate to enjoin those individuals from

violating the Shipping Act. In addition to enjoining violations, the Commission may also enjoin related conduct as part of narrowly tailored prophylactic measures necessary to prevent future violations.

In this case, the individuals acted in numerous ways to justify a Commission decision to disregard the corporate form and look to the individual actors.

Worldwide Relocations citing *Rose International, Inc. v. Overseas Moving Network International, Ltd.*, 29 S.R.R 119 (FMC 2001), for a list of elements to consider in piercing the corporate veil

Complainant submits that Kingston Ansah's should be found personally liable because of his actions with respect to uttering bad checks from a bank account he knew or should have known was closed and most recently issuing a check he knew could not be deposited because of insufficient funds. Furthermore, his actions with respect to allowing Complainant's vehicles to be shipped to the wrong destination, his demands for unreasonable additional freight, and his total disregard for this proceeding support a finding that he personally violated section 10(d)(1) by utilizing his company to circumvent the Shipping Act. Finally, a finding of personal liability should be imposed on Mr. Ansah to achieve an equitable result.

3. Whether the Damages Were Paid in US dollars, and If Not, the Currency in Which Paid and the Conversion Rate Used in the Claim for Damages.

a. To date, Complainant received total payments of \$47,681.14 for damages it suffered. The sum of \$37,681.14 was paid by OCL's FMC surety bond company, while the sum of \$10,000.00 was paid to NCNL directly from OCL. These damages were paid in US dollars.

b. Respondents' issued two posted dated checks to Complainant. Check number 1001 was deposited and did clear. However, check number 1002 dated March 31, 2015 has not been deposited following instructions from Respondents not to deposit because of

insufficient funds in the bank to cover the check. Exhibit 2 attached hereto is a true and correct copy of the two checks issued by Respondents to Complainant.

Respectfully submitted,



Henry P. Gonzalez, LL.M.

Gonzalez del Valle Law
1250 Connecticut Ave., N.W., Suite 200
Washington, D.C. 20036
(202) 973-2980 Telephone
(202) 293-3307 Facsimile
gonzalez@gdvlegal.com

Attorneys for Complainant

Dated: April 21, 2015
Washington, D.C.

CERTIFICATE OF SERVICE

I hereby certify that I have on this 21st day of April, served a copy of the foregoing Motion for a Decision on Default upon the following Respondents by

USPS First Class Mail:

Mr. Kingston Ansah
101 Quivas Court, SW
Atlanta, GA 30331

Oceane Cargo Link, LLC
C/O Kingston Ansah
101 Quivas Court, SW
Atlanta, GA 30331

Respectfully submitted,



Henry P. Gonzalez, LL.M.

Gonzalez del Valle Law
1250 Connecticut Ave., N.W., Suite
200
Washington, D.C. 20036
(202) 973-2980 Telephone
(202) 293-3307 Facsimile
gonzalez@gdvlegal.com

Attorneys for Complainant

Dated: April 21, 2015
Washington, D.C.

Exhibit 1

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 14-15

NGOBROS AND COMPANY NIGERIA LIMITED

v.

OCEANE CARGO LINK, LLC, and KINGSTON ANSAH, individually

**SUPPLEMENTAL DECLARATION IN SUPPORT OF COMPLAINANT'S
MOTION FOR A DECISION ON DEFAULT**

The undersigned, being duly sworn, does hereby depose and state as follows:

1. I am over the age of eighteen (18) years, and I believe in and understand the obligations of an oath.
2. I am a Sales Director of NGOBROS AND COMPANY NIGERIA LIMITED ("Complainant" or "NCNL").
3. I make this declaration based on my personal knowledge of the business records and practices of NCNL.
4. I offer this supplemental declaration in support of NCNL's Motion for Default Judgment ("Motion").

A. Claim for Loss of Profits

1. To acquire the rights to the Purchase Order for the vehicles, NCNL paid a non-refundable application fee of NGN 600,000.00 or \$3,703.70 (NGN 100,000.00) for each motor vehicle). See Exhibit A of Complainant's Motion.
2. NCNL and the Purchaser, Mand and Associates [NIG.] Ltd. had agreed to a sales price of NGN 6,800,000.00 (\$41,975.30) for the Toyota Camry and NGN 6,100,000.00 (\$37,654.32) for the Nissan Truck pursuant to the terms of the Purchase Order. See Exhibit A of Complainant's Motion.
3. Prior to the shipment of the three vehicles subject of this proceeding, NCNL had purchased and shipped three Toyota Camrys as required by the Purchase Order. These three vehicles were shipped by Kingston Ansah of Oceane Cargo Link, LLC ("OCL"). After the shipment of the first three vehicles, NCNL only needed to ship two additional Toyota Camrys and one Nissan Truck. See Attachment A, attached hereto, which is a true and correct copy of OCL's Bill of Lading for 3 Toyota Camrys previously purchased and shipped by NCNL.
4. NCNL intended to make a profit of NGN 1,500,000.00 (\$9,259.25) for each motor vehicle, which totaled NGN 9,000,000.00 (\$55,555.56) for the six vehicles as specified in the Tender Notice. See Exhibit A to Complainant's Motion. Please note that in addition to our intended profit we added the non-refundable application fee of NGN 600,000.00 (\$3,703.70). Therefore, the total amount of loss profit including the non-refundable application fee is NGN 9,600,000.00 (\$59,259.26).¹

¹ At the time of the claim, the exchange rate was NGN 162.00 per \$1.00.

5. I believe OCL and Kingston are liable for the loss of income or profit in the amount of \$59,259.26 for the following reasons:
- a. Kingston Ansah and OCL admitted their liability for loss of the motor vehicles subject of these proceeding. See Exhibit L of Complainant's Motion.
 - b. NCNL lost the Purchase Order for the six motor vehicles, which resulted in loss profits of NGN 9,000,000.00 (\$55,555.56) and as explained NCNL also lost NGN 600,000.00 (\$3,703.70) for the non-refundable application fee resulted in a total loss of NGN 9,600,000.00 (\$59,259.26).
 - c. Respondents' failure to establish just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property, was the proximate cause Complainant's lost profits and non-refundable application fee. Even if Respondents' could demonstrate that it established just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property, in this instance, those regulations and practices were not observed and enforced.

See Exhibit H of Complainant's Motion for Initial Decision.

- d. As a proximate result of Respondents' violation for section 10 (d) (1) of the Shipping Act, NCNL's purchaser cancelled the Purchase order for all the vehicles because as stated in the cancellation letter "under the conditions of the purchase order, the vehicles were to be delivered on or before the 26th of October, 2012. [NCNL's] failure to deliver within the required time is in breach of the purchase order. They accordingly, have to seek other sources of supply." As a result,

NCNL could not benefit from its intended profit. See Exhibit H of Complainant's Motion.

- e. NCNL lost credibility and lost potential business from the company that awarded NCNL the Purchase Order that is the subject of our claim for damages. See Exhibit H of Complainant's Motion.
- f. NCNL made efforts to prevent the loss of subject motor vehicles by paying additional freight of \$8,108.00 and \$5,000.00 requested by Kingston Ansah of OCL.

B. Bank Settlement of NGN 13,101,000 (approximately \$81,000.00)

1. When NCNL received the Purchase Order, NCNL acquired an overdraft in the amount of NGN 4,000,000.00 (\$24,691.36) on March 5, 2012, which was used to finance the sales transaction. See Exhibit B of Complainant's Motion.

2. When Kingston Ansah of OCL requested NCNL to pay an additional freight of \$8,108.00 to MSC for having NCNL's vehicles re-shipped to the correct port, NCNL took out an additional overdraft in the amount of NGN 1,100,000.00 (\$6,790.12) on November 29, 2012, to partially finance the payment to MSC with the belief that NCNL would receive its vehicles. See Exhibit G of Complainant's Motion.

3. As of August 30, 2013, NCNL owed its bank the sum of NGN 9,896,040.49 (\$61,086.70) which is the principal sum and accrued interest. See Exhibit I of Complainant's Motion.

4. When it became obvious to NCNL that it was not going to receive its vehicles, NCNL approached its bank for settlement of its loans. NCNL accepted the bank's offer

to settle to prevent the loss of its collateral used in securing the loan. See Exhibit I of Complainant's Motion.

5. On the breakdown of damages NCNL previously provided with its Motion, there was an inadvertent mistake of the \$17,692.00 amount stated therein. The correct figure should be bank the loan settlement of NGN 13,101,000.00 (\$81,000.00) less the principal sum of NGN 4,000,000.00 (\$24,691.36) and NGN 1,100,000.00 (\$6,790.12) used as part of the transaction. Thus, NCNL believes that it is entitled to NGN 13,101,000.00 (\$81,000) less NGN 5,100,000.00 (\$31,481.48), which is NGN 8,001,000.00 (\$49,518.52). See the correct table of damages below:

Description	United States Dollars
The total cost of the vehicle including accessories, tax and commission	US\$ 63,308.00
Prepaid freight paid to Oceane Cargo Link LLC	US\$ 5,100.00
The funds transferred to MSC Ghana, for the release of the cargo (November 2012) on behalf of Oceane Cargo Link	US\$ 8,108.00
Additional funds paid to Mr. Kingston Ansah of Oceane Cargo for the release of the Cargo	US\$ 5,000.00
Duty payment made to the Nigerian Customs	US\$ 13,390.05
Payment made to the Clearing agent for services	US\$ 8,771.35
Loss Profit from the sale of the vehicles	US\$ 59,259.26
Bank Settlement Agreement for the loan secured to finance this transaction is US \$ 81,000 less the principal of US \$ 31,481.48	US\$ 49,518.52
Total	US\$ 212,455.18

6. I believe OCL and Kingston Ansah are equally liable for NCNL's loss of \$49,518.52, on the bank settlement because NCNL suffered the loss as a direct result of Respondents' Shipping Act violations, actions and negligence.

C. Damages Already Paid by Kingston Ansah of Oceane Cargo LLC:

1. To date, Complainant received total payments of \$47,681.14 for damages it suffered. The sum of \$37,681.14 was paid by OCL's FMC surety bond company, while the sum of \$10,000.00 was paid to NCNL directly from OCL.³ These damages were paid in US dollars.

2. Respondents' issued two posted dated checks to Complainant. Check number 1001 was deposited and did clear. However, check number 1002 dated March 31, 2015 was not deposited following instructions from Respondents not to deposit because of insufficient funds in the bank to cover the check. Attachment B, attached hereto is a true and correct copy of the two checks issued by Respondents to Complainant.

3. At all times relevant, I only dealt with Kingston Ansah to ship my vehicles to Lagos, Nigeria, to attempt to have my vehicles shipped to the correct port, and to attempt to seek payment for my damages.

Pursuant to 28 U.S.C. § 1746 (1), I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 17, 2015.

A handwritten signature in black ink, appearing to be 'ON', is placed above a horizontal line.

Obinna Ngonadi, Sales Director
Ngrbos and Company Nigeria Limited

ATTACHMENT A



OCEANE CARGO LINK
4851 GA HWY 85. UNIT 102
FOREST PARK GA, 30297
E-mail: oceanecargo@yahoo.com

TEL:(404)762.7400
FAX:(404)762.7404

BILL OF LADING #: ORF423673
 FREIGHT PREPAID UNLESS
 OTHERWISE INDICATED

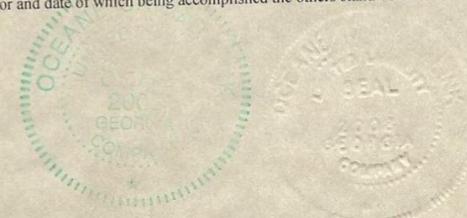
THE COMPANY NOT RESPONSIBLE
 FOR DESTINATION CHARGES

SHIPPER/ EXPORTER: EMEKA NWOBODU 7701 PEACHTREE INDUSTRIAL BLVCD. NORCROSS, GA 30092 TEL:678-668-6545	CONSIGNEE'S NAME & ADDRESS NGOBROS & COMPANY NIGERIA LIMITED NO. 11 IHIALA STREET ANAMBRA STATE, NIGERIA
NOTIFY PARTY: SAME AS CONSIGNEE	SHIPPING AGENT: OCEANE CARGO LINK
REF #: OCT0000100	DATE ISSUED: 04/2012
VESSEL'S NAME: ZIM PIRAEUS 36/W CONTAINER #: DFSU6298787 SEAL #: 0005615	INVOICE DATE: 04/2012
BOOKING #: ORF443255/1	PLACE OF RECEIPT: ATLANTA,GA
PORT OF LOADING: CHARLESTON, SC	PORT OF DISCHARGE : TIN CAN ISLAND
PORT OF DELIVERY: TIN CAN ISLAND	ORIGIN OF GARGO: USA
DESCRIPTION OF CARGO: A. 2012 TOYOTA CAMRY VIN : 4T1BF1FK8CU009642 VALUE: \$ 20,000 B. 2012 TOYOTA CAMRY VIN : 4T1BF1FK4CU009167 VALUE: \$ 20,000 C. 2012 TOYOTA CAOMRY VIN: 4T1BF1FKXCU005494 VALUE: \$ 20,000	WEIGHT OF CARGO: 20,000 LBS FREIGHT: PRE PAID

The commodities, technology or soft ware were exported from USA. In accordance with the export administration regulations. Division contrary to the USA. Law prohibited. On board name of vessel MSC ILONA 1212R MSC (MSC) LINE as carrier, OCEANE CARGO LINK SHIPPING as agent.
 In accepting this Bill Of Lading, the shipper , consignee and owner of the goods agree to be bound by all stipulations and conditions whether written, printed or stamped on the front or back hereof any local Customs of privileges to the contrary notwithstanding. In agreement the Shipper specifically approves the clauses on the front and back of this Bill Of Lading. In witness wherefore, the master of agent has affirm to four original bill of ladings all of this tenor and date of which being accomplished the others stand void.

FOR DELIVERY OF CARGO CONTACT:

SAME AS CONSIGNEE



ATTACHMENT B

OCEANE CARGO LINK LLC
 3916 TRADEPORT BLVD STE 1003
 ATLANTA, GA 30354-3714

1002
 645610 GA
 016

PAY TO THE ORDER OF OBINNA NGONADI DATE 3/31/2015
ten thousand \$ 10,000.00

Bank of America
 ACH RT 061000052

FOR Replacement Check (Nobias) Nig AKL
 DOLLARS

#00 100 2# 1:06 100005 2# 33404 2939355#

OCEANE CARGO LINK LLC
 3916 TRADEPORT BLVD STE 1003
 ATLANTA, GA 30354-3714

1001
 645610 GA
 016

PAY TO THE ORDER OF OBINNA NGONADI DATE 3/10/2015
ten thousand \$ 10,000.00

Bank of America
 ACH RT 061000052

FOR Replacement Check (Nobias) Nig AKL
 DOLLARS

#00 100 1# 1:06 100005 2# 33404 2939355#

Exhibit 2



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2014 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 23038
Columbus, Georgia 31902-3038

Secretary of State
Control No.: 08087960
Date Filed: 4/2/2014 10:50:26 AM

Information on record as of: 10:50:27 AM

Entity Control No. 08087960 Amount Due: \$125.00 Amount Due AFTER June 1, 2014: \$150.00

OCEANE CARGO LINK, LLC
4851 Ga. hwy. 85
unit 102
forest park, Georgia 30297

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2013** Your Annual Registration must be postmarked by June 1, 2014. If your registration and payment are not postmarked by June 1, 2014, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. **We cannot accept cash for payment.**

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". **All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing.** Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.sos.ga.gov/corporations/> Or, call 404-656-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
THE ABOVE INFORMATION HAS BEEN UPDATED TO:				
CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
OCEANE CARGO LINK, LLC	4851 Ga. hwy. 85, unit 102	forest park	Georgia	30297
AGT: ansah, kingston	4851 Ga. hwy. 85, unit 102 forest park, GA 30297	forest park	Georgia	30297
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	Clayton County	
AUTHORIZED SIGNATURE: kingston ansah		Date: 4/2/2014 10:50:26 AM	Total Due:	
Title: Member/Manager	Email: kingstonansah@hotmail.com		\$125.00	

BR201 2013 Corporation Annual Registration

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