

BEFORE THE  
FEDERAL MARITIME COMMISSION

DOCKET NO. 14-15



NGOBROS AND COMPANY NIGERIA LIMITED.,

COMPLAINANT

V.

OCEANE CARGO LINK, LLC,  
and KINGSTON ANSAH, individually

RESPONDENTS

REC'D  
DEC 1 2014  
FEDERAL MARITIME COMMISSION

VERIFIED COMPLAINT

Complainant, Ngobros and Company Nigeria Limited (“Complainant” or “NCNL”) files this Verified Complaint against Respondent, Oceane Cargo Link, LLC (“Respondent” or “OCL”) and KINGSTON ANSAH, an individual pursuant to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (“Shipping Act”), 46 U.S.C. §§41102 and 41305, and pursuant to the Federal Maritime Commission’s (“FMC”) authority under Section 11(a) of the Act., 46 U.S.C. §41301.

**I. COMPLAINANT**

- A. Complainant is a Nigerian Limited Liability Company.
- B. NCNL’s principle place of business is located at No. 11 Ihiala Street, Nnewichi, Nnewi, Anambra State, Nigeria.

**II. RESPONDENT**

- A. Respondent. OCL is an ocean freight forwarder and a non-vessel operating common carrier (NVOCC) licensed by the FMC, License NO. 023600.
- B. OCL is also a Georgia corporation with a principle place of business located at 4851 Georgia Hwy. 85, Suite 102, Forest Park, Georgia 30297.
- C. Upon information and belief, OCL has bond coverage with Great American Alliance Insurance Corporation, as required by the Shipping Act. OCL's NVOCC Bond No. is 7980480 and Freight Forwarder Bond No. is 7980481.
- D. Respondent, KINGSTON ANSAH is a member of OCL, and resides at 101 Quivas Court, SW, Atlanta, GA 30331.
- E. Complainant avers that Mr. KINGSTON ANSAH has utilized OCL as his alter egos and alter egos for one another. As such, Complainants seeks to pierce the corporate veils of OCL as KINGSTON ANSAH's alter ego.

### **III. JURISDICTION**

- A. The Commission had jurisdiction over this complaint which is filed pursuant to section 11(a) of the Shipping Act, 46 U.S.C. §41301.
- B. The Commission has jurisdiction over this complaint because OCL is an ocean freight forwarder and an NVOCC within the meaning of the 46 U.S.C. §§40102(18) and 40102(16); the actions and failures to act by OCL which are the subject of this Complaint are violations of the Shipping Act. Complainant seeks reparations for the injuries caused by Respondents as a result of its violations of 46 U.S.C. §41102.

### **IV. STATEMENT OF FACTS AND MATTERS COMPLAINED OF**

- A. On February 6, 2012, Complainant received a purchase order from its client in Nigeria. The purchase order requested Complainant to deliver 6 vehicles: five 2012

Toyota Camrys and one 2005 or 2006 Used Nissan Frontier on or before October 26, 2012.

- B. On March 1, 2012, Complainant applied for a loan from Mbawulu Microfinance Bank Limited, Nigeria ("MM Bank"), to finance the acquisition its client's vehicle purchases. On March 5, 2012, Complainant obtained a loan from MM Bank in the amount of 4,000,000.00 Nigerian Naira or \$24,691.00. to partly finance the purchases of the vehicles.
- C. On June 28, 2012, Complainant purchased three vehicles (2 new Toyota Camry and 1 used Nissan Frontier) in the amount of \$63,308.00 from Dominion Autos LLC, an auto dealer located at 7001 Peachtree Industrial Blvd., Norcross. GA 30092. Complainant intended to ship the 3 vehicles to the buyers located in Tincan/Lagos, Nigeria through Respondent. Complainant paid Respondent freight charges in the amount of \$5,100.00 and received an MSC Bill of Lading (Bill of lading No. MSCUT8109096 and CNTR NO. MSCU8334680).
- D. Mr. Emeka Egwuatu of Jakon International Inc. conducted the transaction on behalf of Complainant. Mr. Egwuatu purchased the vehicles for \$63,308.00, and paid the initial freight of \$5,100.00 to Mr. Kingston Ansah and OCL, and personally drove the vehicles to the premises of Respondent for shipment to Tincan/Lagos, Nigeria.
- E. When the vessel arrived in Tincan/Lagos, Nigeria in September 2012, as normal practice. Complainant engaged the services of a clearing agent to clear Nigerian customs. Complainant was provided a bill of lading obtained from MSC and paid the Customs duties. Complainant paid \$22,161.40 for Nigeria customs duties and agent services. However, during the customs' examination. Complainant discovered that the

container cleared at Customs, Tincan/Lagos, Nigeria contained some used goods which did not belong to Complainant, and refused to take delivery of the goods. Nigerian Customs and MSC were informed of Complainant's discovery and Complainant was referred to discuss the discrepancy of cargo with OCL.

- F. Complainant contacted Respondent who informed and claimed that their vehicles had been mistakenly shipped to another destination, Tema, Ghana. Complainant suspected a deliberate action by Mr. Ansah and OCL when they discovered that he is originally from Ghana. However, Mr. Ansah assured Complainant that their container would be re-exported to the correct destination, Tincan/Lagos, Nigeria. Complainant trusted the Respondents with the ocean transportation of its vehicles.
- G. Complainant contacted MSC Ghana to confirm Respondents' claims that their vehicles were indeed shipped to Tema, Ghana. However, MSC Ghana refused to deal directly with Complainant and its agents. Complainant also contacted MSC in the United States who also refused to deal with them.
- H. On November 28, 2012, MSC emailed Respondents and Complainant, and requested the payment of \$8,108.00 for storage and other charges to secure the release of Complainant's container and for re-export from Tema, Ghana to Tincan/Lagos, Nigeria.
- I. On November 28, 2012, Complainant applied for an additional loan from MM Bank to finance its capital to pay the amount of \$8,108.00 that MSC Ghana requested. On November 29, 2012, Complainant obtained the loan of Nigerian Naira 1,100,000.00 or \$6,790.00.

- J. Complainant transferred the amount of \$8,108.00 to a bank account provided by MSC Ghana on behalf of Mr. Ansah who was reluctant to make the payments. The reason Complainant took this action was because they secured the original loan to finance the purchase of the vehicles, and needed to sell the vehicles in order to pay back the bank loan, which was accruing interest charge.
- K. Complainant followed up with Respondents by phone calls and e-mails but Complainant still did not receive their container.
- L. On July 3, 2013, Complainant received another email from Mr. Kingston Ansah demanding an additional fee of \$18,000.00 to re-export their vehicles to Tincan/Lagos, Nigeria. Complainant could no longer afford to make payments having incurred about \$30,000.00 in bank charges. However, Complainant was still hoping to receive their vehicles, and therefore agreed to pay \$5,000.00 towards the new charges with a written agreement from Respondent that once paid, they would receive their cargo.
- M. Complainant followed up with Respondent on September 9, 2013, at which time they were informed that MSC Ghana had lost their vehicles to Ghana customs. There was no way to validate Respondent's claims because MSC refused to communicate with Complainant.
- N. On or about September 2013, Complainant sought the assistance of the FMC's CADRS office to either mediate or arbitrate its dispute with Respondents.
- O. On March 31, 2014, Respondent issued to Complainant a check in the amount of \$20,000.00, which checks bounced. Respondents tendered two other checks one in the amount of 20,000 and the other for 25,000. These checks Complainant did not

endorse or deposit because Complainant, having been a victim of Respondents' first uttered fraudulent check, discovered that Respondents had closed their bank account.

- P. On or about December 2013, Respondent agreed and consented to Complainant's damages, which includes the loss value of the vehicles wrongfully delivered cargo and other relevant losses and damages.

#### V. VIOLATION OF THE SHIPPING ACT

- A. By reason of the facts alleged in the foregoing paragraphs, Respondents violated Section 10(d)(1) of the Shipping Act which provides that a "common carrier, marine terminal operator, or ocean transportation intermediary may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property." 46 U.S.C. § 41102(c), by shipping Complainant's goods intentionally or unintentionally to a wrong destination and abandoning it there, and as a result proximately caused Complainant to suffer and continue to suffer damages as alleged herein. In addition, Respondents violated §41102 (c), among other things, by unreasonably demanding additional freight and charges for the release of Complainant's cargo and to deliver to the correct destination, failing to communicate with Complainant regarding the status of Complainant's, and uttering bad checks to Complainant from a bank account that Respondents' knew or should have known had been closed prior to the time of the issuance of the bad checks or soon thereafter.

#### VI. DAMAGES

As a direct consequence of the conduct of Mr. Kingston Ansah of Oceane Cargo Link LLC, Complainant the following damages:

Purchase Price Value for Vehicles (accessories, taxes and commissions): \$63,308.00

Prepaid freight paid to Respondents:	\$5,100.00
Funds to MSC Ghana for release of cargo:	\$8,108.00
Additional funds paid to Respondents for release of Cargo:	\$5,000.00
Duties paid to Nigerian Customs:	\$13,390.05
Payments for Clearing Agent services:	\$8,771.35
Loss Profits sale of the vehicles:	\$59,259.26
Bank Settlement Agreement: MM Bank: (loan secured to finance transaction):	\$81,000.00
	Total \$180,628.66

## **VII. PRAYER FOR RELIEF**

A. WHEREFORE, Complainant respectfully requests that the Commission issue the following relief:

a. An Order compelling Respondents to Answer the charges made herein and scheduling a hearing in Washington, D.C. during which the Commission may receive evidence in this matter:

b. An Order holding that the Respondents, OCEANE CARGO LINK, LLC. and Kingston Ansah individually violated §41102 (c) of the Shipping Act.

c. An Order compelling Respondents, OCEANE CARGO LINK, LLC. and Kingston Ansah individually to make reparations to Complainant NCNL in the amount of \$180,628.66 for shipping its goods intentionally or unintentionally to a wrong destination and abandoning it there:

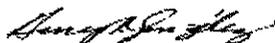
d. An order requiring Respondents to compensate NCNL for its attorney's fees, interests, and costs and expenses incurred in this matter according to proof.

e. Such other and further relief as the Commission deems just and proper.

## **VIII. ALTERNATIVE DISPUTE RESOLUTION**

Complainant engaged the FMC's Alternative Dispute Resolution Services ("FMC ADR"), FMC File No. 131146. The FMC's ADR process began on September 24, 2013 and ended abruptly because Respondents were reluctant to participate and cooperate with the FMC's ADR process.

Respectfully submitted,



Henry P. Gonzalez, LL.M.

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Attorneys for Complainant

Dated: November 21, 2014  
Washington, D.C.

VERIFICATION

Obinna Ngonadi declares and states that he is the Sales Director, Ngobros and Company Nigeria Limited. Complainant in this proceeding, and that the foregoing Verified Complaint is true to the best of his information and belief, and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant and believes to be true.

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

Executed on November 14, 2014.

OBINNA NGONADI  
