

**BEFORE THE
FEDERAL MARITIME COMMISSION**

BALTIC AUTO SHIPPING, INC.)	
)	
)	
COMPLAINANT,)	
)	
v.)	
)	DOCKET NO. 14-16
)	
)	
MICHAEL HITRINOV a/k/a)	
MICHAEL KHITRINOV,)	
EMPIRE UNITED LINES CO., INC.,)	
)	
)	
RESPONDENTS.)	
)	

RESPONDENTS' MEMORANDUM IN REPLY TO
COMPLAINANT'S BRIEF IN OPPOSITION TO
RESPONDENTS' MOTION FOR PARTIAL SUMMARY DECISION

Respondents herewith file and serve their Memorandum in Reply to Complainant's Brief in Opposition to Respondents' Motion for Partial Summary Decision.

The Complainant fails to show any cognizable Shipping Act-related claims in the period within three years of the filing of the FMC Complaint. Complainant raises "claims" that involve the shipments of third parties, activities that were apparently consented to by the parties, or claims that do not involve actions of any sort by the Respondent. In short, the Complainant has failed to demonstrate why the Motion for Partial Summary Decision should not be granted.

POINT ONE: THERE WERE NO “UNTIMELY” RELEASES OF COMPLAINANT’S SHIPMENTS LESS THAN THREE YEARS PRIOR TO THE FILING OF THE FMC COMPLAINT (Complainant's Argument Point II.A.)

While Complainant says that there were “untimely” releases of shipments subsequent to entering into the Settlement Agreement and Mutual Release (*see* Complainant’s Brief in opposition pp. 14-15 and Argument Point II.A), it offers no proof, or any other contemporaneous evidence regarding any “untimely release”. In fact the correspondence offered by Complainant shows that there were regular payments made by Complainant requesting (albeit through counsel) the release of shipments.

Complainant offers a “spreadsheet”¹ that shows that there was a regular practice of notifying the Complainant of the arrival of the shipments, payment being made, and the cargo being released. Insofar as delay is concerned, it appears from the spreadsheet that in most cases there was a longer period between arrival and payment of the freight charges, than between payment and the date of the “telex release” (*see* Presniakovas Aff. Ex. P) (and note that the bulk of the shipments were being released during the Thanksgiving-Christmas-New Year’s holiday period).

Without offering any evidence that demurrage or storage charges were incurred, let alone paid, the only expense Complainant complains of is incurring attorneys’ fees. This can only be seen as a natural outgrowth of Complainant’s decision to settle a commercial problem with litigation. Having instigated legal action against the Respondents, Complainant cannot now be heard to complain of paying its own attorney.

¹ No explanation of the provenance of the spreadsheet is given; no information as to who compiled it; nor the underlying information relied upon. Respondents neither admit nor deny that it is accurate, but accept it as an admission of the Complainant.

As there is no contemporaneous evidence of any untimely release of shipments in the period less than three years prior to the filing of the FMC Complaint, and Complainant's Ex. P to the Presniakovas Affidavit contradicts Complainant's positions (by showing an orderly process of delivery in the period within the three year state of limitations period), the Complaint for reparations must be dismissed on the grounds that its claims, if any, arose more than three years prior to the filing of the FMC Complaint, and are thus time-barred.²

POINT TWO: RESPONDENTS DID NOT REQUEST A DOUBLE PAYMENT, NOR DID THEY RECEIVE A DOUBLE PAYMENT; COMPLAINANT'S EXHIBIT ADMITS THAT THE DEMAND WAS MADE BY, AND THE PAYMENTS WERE MADE TO, MSC (Complainant's Argument Point II. B.)

Complainant states that "respondents directed common carrier Mediterranean Shipping Co. ("MSC") to collect charges from Complainant's consignee for a shipment that had been pre-paid in full" (Complainant's Brief in opposition, p. 3) and that "[Respondent] EUL collected funds twice for that booking" (Presniakovas Aff. ¶ 45).

These statements are flatly contradicted by the Baltic correspondence that Complainant attaches to the Presniakovas Affidavit, which states:

"... customer is writing to us that MSC is requesting Consignee to pay sea freight ..."

(Presniakovas Aff. Ex. S-1; Baltic to Respondents' 2012 Counsel; 7 March 2012)

(emphasis added)

² Indeed there is significant evidence – produced by Complainant – that there were no "untimely delays" in delivery of the Complainant's shipments, at all.

“ ... consignee paid MSC ocean freight ... because that was the only way msc [*sic*] let them take the cargo ...” (Presniakovas Aff. Ex. S-1; Baltic to Respondents’ 2012 Counsel; 6 March 2012)

The Baltic correspondence makes it clear that it was a MSC request for payment, and that Baltic dealt unilaterally with MSC, without involving Respondent Empire (which might have been useful). The actions of Baltic and MSC cannot be attributed to Respondent Empire.

As there is no evidence of any action taken by Respondents, and as no act of Respondents’ is shown to have affected, let alone harmed, Complainant, this incident cannot be used to support a claim for reparations.

As the incident relied upon by Complainant is shown not to have had any involvement with the Respondents, the matter must be disregarded, and cannot be used to avoid dismissal of the Complaint for reparations for being time-barred.

POINT THREE: THE “UNLAWFUL CONTACTS” AND “UNLAWFUL RELEASE” OF CARGO CLAIM ARE FOR A THIRD PARTY’S SHIPMENTS – NOT COMPLAINANT’S (Complainant’s Argument Point II. C.)

Complainant claims that the Respondents took wrongful action with respect to “five particular shipments” (Complainant’s Brief in Opposition, pp. 17-18, 24; Presniakovas Aff. ¶¶ 53, 54 and Ex. U³).

Respondents’ have searched EUL’s records and found that these were not Complainant’s

³ The “five particular shipments” are specifically identified in Ex. U.

shipments – they were the shipments of ME Baltic, another company.

When Respondent brought this to Baltic’s attention, Baltic agreed and removed them from the “invoicing spreadsheet” the parties used to reconcile freight charges.

It was because the shipments were not those of the Complainant that they were not included in the Settlement Agreement and Mutual Release. (Source for these statements is the Certification of Michael Hitrinov, attached as Exhibit 1 hereto.)

As these are not Complainant’s shipments, this claim must be dismissed on the facts.

POINT FOUR: THERE WAS NO UNILATERAL ALTERATION OF SHIPPING DOCUMENTS – THERE WAS ONLY THE REGULATORILY DEFINED ACTION OF AN NVOCC AND A VOCC (Complainants Argument Point II. D.)

The Complainant, a licensed non-vessel-operating common carrier (“NVOCC”) and experienced exporter has “discovered” that the Respondents’ shipping instructions to the vessel-operating common carrier (“VOCC”) were not identical to the shipping instructions Respondents received from Complainant, and claims this is a newly-discovered violation of the Shipping Act (*see* Complainant’s Brief in Opposition, pp. 10-11).

This is a surprising claim being made by an experienced, licensed NVOCC and exporter, who should understand the dual nature of the NVOCC relationship as a carrier to the shipper, and a shipper to the vessel-operating common carrier. The Shipping Act defines a non-vessel-operating common carrier:

“Non-vessel-operating common carrier. — The term “non-vessel-operating common carrier” means a common carrier that—

- (A) does not operate the vessels by which the ocean transportation is provided; and
- (B) is a shipper in its relationship with an ocean common carrier.

46 USC 40102 (16) (emphasis added)

The Commission's Regulations to the same effect:

Non-vessel-operating common carrier (“NVOCC”) means a common carrier that does not operate the vessels by which the ocean transportation is provided, and is a shipper in its relationship with an ocean common carrier.

46 CFR 515.2 (o) (2) (emphasis added)

As a shipper, the NVOCC has the right to route its shipments, and define the terms of shipment as it deems fit. The NVOCC is obligated to the actual shipper to insure that proper delivery is made at destination. Accordingly, giving instructions to the VOCC that the shipment is “Freight Collect”, for example, puts the VOCC and the NVOCC’s local agents on notice that the shipment should not be released to the actual consignee without first confirming that the freight charges have actually been paid. A common practice, of which the Commission may take judicial notice.

Significantly, Complainant points to no provision in the Shipping Act or the Commission’s Regulations that forbid this practice, nor do they identify any injury Complainant sustained as a result of this practice, nor does it explain how in engaging in this practice “respondent was acting adversely to Complainant’s interest” (Complainant’s Brief in Opposition, p. 25). This is because it is a common practice in the industry, serving the purposes of both the actual shipper and the NVOCC.

As no injury is alleged, not only is the claim silly, but fails of its own merit. Such a “discovery” does not toll the statute of limitations, it merely demonstrates a weak grip on the facts and customary shipping practices. This claim (if it is one) is not adequate to defeat the Motion for Partial Summary Decision which requires that the Complaint for reparations be dismissed.

POINT FIVE: THERE WAS NO REFUSAL TO TURN OVER BILLS OF LAD-

ING, INDIVIDUAL FREIGHT INVOICES AND OTHER SHIPPING DOCUMENTS – IT WAS A COURSE OF CONDUCT AGREED UPON OR ACQUIESCED TO BY THE PARTIES, CAUSING NO DAMAGE TO THE COMPLAINANT (Complainant’s Argument Point II. E)

The only evidence⁴ offered by Complainant for the demand and refusal to deliver original bills of lading are an incomplete email exchange (thus leaving us without context), from Baltic Savannah (not a party to this action), for shipments where the Complainant is not the shipper⁵ (see Ex. I-1 to Presniakovas Aff.).

Insofar as invoice practice is concerned, Complainant provides a 2008 partial email request for “updated invoices” (see Ex. F to Presniakovas Aff.) The Complainant offers no response of Respondents or complaint of Complainants – just silence. If there is a claim that the failure to comply with the 2008 request was a violation of the Shipping Act, the claim is time-barred.

Thereafter the parties did business through 2011 with an “invoicing” system that seems to have worked to the parties’ satisfaction.

In the midst of the dispute and controversy that led to the Complainant filing the New Jersey lawsuit in 2011, there was a November 11, 2011 email from Complainant to Respondents stating “I never received any invoices from Empire although we requested several times”, to which the Respondents responded: “How did you pay the money for several years if you did not receive any invoices? How did you know how much to pay?” (Ex. G to Presniakovas Aff.)

Sarcasm aside, the Complainant makes no allegation of injury, and, more importantly the events occurred prior to the filing of the New Jersey lawsuit and the Settlement Agreement and Mutual Release, more than three years before the filing of the FMC Complaint, and are therefore either released by the Settlement Agreement and Mutual Release, or time-barred under the Commission’s Rules, or both, and require the claim, and the Complaint for reparations to be dismissed.

⁴ Clearly the reference to providing “OBLs” in Presniakovas Aff. Ex. O was made in the period immediately before the New Jersey lawsuit, and part of the posturing of the Complainant. In any event, the request was made more than three years before the filing of the FMC Complaint, and before the execution of the Settlement Agreement and Mutual Release, and is therefore time-barred, or released, or both.

⁵ The shippers are “Tigress Exports” and Baltic Georgia.

POINT SIX: THE “AUDIT” DOES NOT TOLL THE STATUTE OF LIMITATIONS AS THE COMPLAINANT WAS ON CONSTRUCTIVE NOTICE OF THE TERMS OF THE RESPONDENT EUL’S TARIFF; ACTIVELY PARTICIPATED IN THE FIXING OF FREIGHT RATES AND ACCEPTED THEM – ACCORDINGLY, COMPLAINANT UNDERSTOOD THAT IT MIGHT NOT BE GETTING THE SAME RATES AS OTHERS – AND ACCEPTED THAT CONDITION – APPARENTLY WITH MUCH JOY GIVEN THE LONG SHIPPING RELATIONSHIP AND NUMBER OF SHIPMENTS SHIPPED WITH RESPONDENTS; NOR IS ANY “FAILURE” TO MAINTAIN TARIFFS A CONTINUING VIOLATION AS TO COMPLAINANT (Complainant’s Argument Point III.)

This matter was sufficiently briefed in the Respondents’ Motion in chief. The Complainant offers no new facts, nor does it claim any injury.

Such claims address bookings and freight charges levied prior to the New Jersey lawsuit, and prior to the Settlement and Release and are either released or time-barred. Accordingly, the claims should be dismissed, and the Complaint for reparations dismissed as well.

POINT SEVEN: RESPONDENT DOES NOT DISPUTE THAT THE COMPLAINANT CAN FILE SHIPPING ACT CLAIMS WITH THE COMMISSION – IT’S JUST THAT THESE CLAIMS ARE TIME-BARRED OR RELEASED, OR FAIL TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED (Complainant’s Argument Point IV.)

It has been shown that with respect to the “claims” for reparations put forth by the Complainant:

- For some no injury is alleged, and they should therefore be dismissed;
- Some do not amount to violations of the Shipping Act, but are rather regulatorily sanctioned customary shipping practices, causing no injury to Complainants, and should therefore be dismissed;
- Some involve shipments of third parties, and should be dismissed;
- Some are time barred and should be dismissed;

- Some fail to state a claim upon which relief can be granted;
- The balance (if any) have also been released under the terms of the Settlement Agreement and Mutual Release, and therefore should be dismissed.

CONCLUSION

There being no surviving claims, the FMC Complaint for reparations should be dismissed, with prejudice, and attorneys' fees awarded to the Respondent.

Respectfully submitted,

By:



Gerard S. Doyle, Jr.

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Attorneys for Respondents

Michael Hitrinov, a/k/a

Michael Khitrinov, and

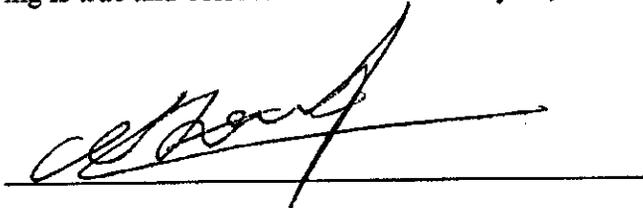
Empire United Lines, Co., Inc.

Dated in Short Hills, NJ twenty sixth day of May 2015.

EXHIBIT 1

3. I write in response to the Affidavit of Andrejus Presniakovas (April 30, 2015) ("Presniakovas Aff."), submitted in connection with Complainant's Brief in Opposition to Respondents' Motion for Partial Summary Decision, and in particular the claims made in ¶¶ 53-56, and the shipments identified in Presniakovas Aff. Ex. U.
4. I have searched the files of Respondent Empire United Lines and found the email exchange attached as Exhibit 1.
5. Please note that on November 25, 2011 (9:04 AM) I advised Complainant, through Ms Laura Supronas, that the five shipments – the same as are identified in Presniakovas Affidavit Exhibit U - were NOT Complainant's shipments, rather they belonged to a company named ME Baltic.
6. As a result, Complainant sent a revised spreadsheet that the Complainant and Respondent used to settle up freight charges (November 25, 2011; 10:54 AM) with these shipments removed from the spreadsheet. See Exhibit 1, with the attached spreadsheet.
7. As a further result, as they were not Complainant's shipments, they were not included in the Settlement Agreement and Mutual Release.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 26, 2015.



Michael Hitrinov

EXHIBIT 1

Gerry Doyle

From: Michael Hitrinov [Michael@eulines.com]
Sent: Friday, November 25, 2011 2:28 PM
To: LAURA SUPRONAS
Cc: Baltic Auto Shipping; EUL-Yuliya Mikhailkevich
Subject: RE: FW: FW: Baltic

Importance: High

I must now make sure that the Baltic Shipping Corp in Savanna , GA accept the charges for the 3 containers you took from the settlement statement

Thank you

Michael Hitrinov

From: transbalticainc@gmail.com [transbalticainc@gmail.com] On Behalf Of LAURA SUPRONAS
[laura@balticautoshipping.com]
Sent: Friday, November 25, 2011 10:54 AM
To: Michael Hitrinov
Cc: Baltic Auto Shipping; EUL-Yuliya Mikhailkevich
Subject: Re: FW: FW: Baltic

Michael, i checked the statement again, i see mistakes are fixed and found 3 shipments that are for Baltic Auto Shipping Corp in Sav, i took them out of the statement, here they are:

95794	038EUL447261	TRLU5819375	SAVANNAH	BATUMI	\$1,950.00	\$2,075.00	\$0.00	\$1,950.00
97673	038EUL495136	CRXU9365559	SAVANNAH	BREMERHAVEN	\$1,430.00	\$1,550.00	\$0.00	\$1,430.00

97652 038EUL495034 GLDU7634796 SAVANNAH Umm Qasr \$2,700.00 \$2,825.00 \$0.00 \$2,700.00
when taken out total amt comes to \$340735 plus \$8000 settled telex fees, Please double check from your side and if everything else is in order lets proceed with the agreement.

Laura

On Fri, Nov 25, 2011 at 9:04 AM, Michael Hitrinov <Michael@eulines.com> wrote:

Laura ,

Here is and updated statement. This is NOT actual outstanding but the statement purpose only. We corrected some errors with rates as you requested.

96677 038EUL486184 GLDU7399341 SAVANNAH NOVOROSSYISK Is demanded By the company Baltic Auto Shipping Corp in Savanna , GA to be on their Balance and we suggest to keep it out of the settlement statement.

038EUL454224 - MSCU8160824 Is demanded in writing by company Edvinas Export in NJ to be put on their Balance and follow their instructions. The same shipment also claimed by the other company as well.

038EUL454229 - CAXU9312810
038EUL454218 - DFSU6456440
038EUL455665 - GLDU7669853
account.

Those 5 shipments requested in writing by company ME Baltic to be put on their

038EUL455667 - MSCU7104533
038EUL486081 - MSCU8159340

I suggest to keep those containers out of the settlement statement to avoid the confusion.

I again DEMAND you to Look at the statement attached and take off the list containers Belong to Baltic Shipping Corp in Savanna , GA. This company insisted that it was a fraud from your company to list them as your division / agent. For your protection ask you just take it off the statement and then we will confirm with them we can release the containers.

Michael Hitrinov

Empire United Lines Co., Inc

2303 Coney Isl Ave
Brooklyn, NY 11223
Tel ☎: 718 998 6900

Fax 📠: 718 998 7014

E-mail 📧: Michael@eulines.com

From: EUL-Yuliya Mikhailkevich
Sent: Friday, November 25, 2011 9:53 AM
To: Michael Hitrinov
Subject: FW: FW: Baltic

Paid by Lina > taken out

96677 038EUL486184 GLDU7399341 SAVANNAH NOVOROSSYISK \$2,366.00

Paid by Edvinas>taken out

038EUL454224 - MSCU8160824

Paid by Me Baltic>taken out

038EUL454229 - CAXU9312810
038EUL454218 - DFSU6456440
038EUL455665 - GLDU7669853
038EUL455667 - MSCU7104533
038EUL486081 - MSCU8159340

The rest Laura is right>mistakes in my statement

Best regards,

Yuliya Mikhailkevich

Empire United Lines Co. , Inc

2303 Coney Isl Ave
Brooklyn, NY 11223
Tel: (718) 998-6900
Fax: (718) 998-7014
e-mail: yuliya@eulines.com

From: transbalticainc@gmail.com [<mailto:transbalticainc@gmail.com>] **On Behalf Of** LAURA SUPRONAS
Sent: Thursday, November 24, 2011 5:48 PM
To: Michael Hitrinov; Baltic Auto Shipping; EUL-Yuliya Mikhailkevich
Subject: Re: FW: Baltic

Hello Michael,

I went over the statement and there are few discrepancies, please update them, first off lets add couple more containers that were paid but are not released to the list on the statement, these are:

96677 038EUL486184 GLDU7399341 SAVANNAH NOVOROSSYISK \$2,366.00
and :

038EUL454229 - CAXU9312810
038EUL454218 - DFSU6456440
038EUL454224 - MSCU8160824
038EUL455665 - GLDU7669853
038EUL455667 - MSCU7104533
038EUL486081 - MSCU8159340 (paid tuesday)

so these need to be added to 23 that are on the statement (paid)

other mistakes i highlighted in red color and made a note on the side, i will list them here:

95573038EUL461944	GATU8431512	LONG BEACH, CA	KLAIPEDA	\$3,100.00<-- This booking is Ca to batumi with rate \$2450
96630038eul486055	MSCU9955656	NY	BATUMI	\$1,950.00<-- this booking is Chi to Batumi with rate \$2700
96936038EUL475968	TRLU6974838	SAVANNAH	KLAIPEDA	\$1,800.00<-- this booking is Sav to Batumi \$1950
97203038EUL489199	MSCU8084719	HOUSTON	BATUMI	\$2,516.00<-- Hou-Batumi correct rate is 2350
97140038eul488620	MSCU8032192	CHICAGO'	GDYNIA	\$2,700.00<-- this booking is Chi to

97447038EUL493915CAIU8825890CHICAGO` BATUMI \$2,700.00 \$0.00 \$2,700.00

not our booking, do not know who you gave it to but it was not us

97635038EUL493883MEDU8353250ny Batumi \$1,950.00

This wan was not in the statement, i added it, its our booking taken from Empire

Correct total should be \$346,815 plus \$8000 for telex releases as agreed, please correct and confirm these changes and total amt. THanks. Laura

On Thu, Nov 24, 2011 at 11:33 AM, Michael Hitrinov <Michael@eulines.com> wrote:

Lauara ,

Please see attached statement. THIS IS NOT AN ACTURAL STATEMENT . THIS STATMENT IS MADE FOR SETTLEMENT ONLY. If the settlement is not reached Empire still claim the full amount to be paid as per previous payment.

Please check and if any shipments in the statement do not Belong To Baltic Auto Shipping Inc , Il le us know. Also indicate who will pay for those shipments if they do not belong to your company.

if I may suggest Baltic transfers the Money \$8,000 tomorrow and we agree to act in a good face and consider settlement is reached. We will then release the paid containers after we receive \$8,000 .

We also need the letter from yo7ur attorney allowing to release , just making sure we are in compliance with any court orders we are not aware of.

If both companies decided come back to a good business relation and we need from your attorney a letter that we do not have to show up in the court and we can all postpone the court date in case the official stipulation is not reached and properly signed on Friday , Nov 25.

let us know.

Michael Hitrinov

Empire United Lines Co., Inc

From: EUL-Yuliya Mikhailkevich
Sent: Thursday, November 24, 2011 12:18 PM
To: Michael Hitrinov
Subject: Baltic

Best regards,

Yuliya Mikhailkevich

Empire United Lines Co. , Inc

2303 Coney Isl Ave
Brooklyn, NY 11223
Tel:(718) 998-6900
Fax:(718) 998-7014
e-mail: yuliya@eulines.com

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Laura Supronas
Baltic Auto Shipping Inc.
5811 W. 66th Street
Bedford Park, IL 60638
Laura@balticautoshipping.com
[708-924-7476](tel:708-924-7476)

--
Laura Supronas
Baltic Auto Shipping Inc.
5811 W. 66th Street
Bedford Park, IL 60638
Laura@balticautoshipping.com
[708-924-7476](tel:708-924-7476)

Statement As of June 2, 2011

					TO PAY	PAID	DUE TO PAY
93689	038EUL479838	MSCU8311411	NY	BATUMI	\$1,950.00	\$1,950.00	\$0.00
94748	038EUL451407	CAIU8675002	NY	BATUMI	\$1,950.00	\$1,950.00	\$0.00
94533	038EUL451166	MSCU9836410	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$3,100.00	\$0.00
95788	038EUL475739	MSCU8385029	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$3,100.00	\$0.00
95791	038EUL475742	MEDU8410426	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$3,100.00	\$0.00
95857	038EUL447499	MEDU8730564	SAVANNAH	BATUMI	\$1,950.00	\$1,950.00	\$0.00
96372	038EUL455564	TGHU7710085	SAVANNAH	KLAIPEDA	\$1,800.00	\$1,800.00	\$0.00
95949	038eul454130	DFSU6834642	CHICAGO'	KLAIPEDA	\$2,550.00	\$2,550.00	\$0.00
96374	038EUL455566	MSCU7031490	SAVANNAH	KLAIPEDA	\$1,800.00	\$1,800.00	\$0.00
96375	038EUL455567	MEDU8102017	SAVANNAH	KLAIPEDA	\$1,800.00	\$1,800.00	\$0.00
96391	038eul455620	TCNU6006125	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96395	038eul455624	MSCU7186594	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96400	038eul455629	MEDU8612854	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96399	038eul455628	MSCU7217843	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96402	038eul455631	MSCU9402917	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96403	038eul455632	MSCU8766323	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96634	038eul486065	MSCU8278289	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96636	038eul486067	MSCU9802615	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96637	038eul486068	MEDU8320277	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96638	038eul486069	MEDU8065103	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
96640	038eul486071	MSCU8284846	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
97202	038eul489198	MEDU8760764	CHICAGO'	BREMERHA	\$2,000.00	\$2,000.00	\$0.00
97176	038eul489126	MEDU8218630	CHICAGO'	KLAIPEDA	\$2,600.00	\$2,600.00	\$0.00
94753	038EUL451412	MEDU8876878	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
95550	038CHI461866	MSCU7755160	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
95574	038EUL461945	GLDU7388250	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
95576	038EUL461960	GLDU7389045	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
95884	038EUL454025	MSCU9000230	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
95726	038eul461999	MSCU8711758	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
95885	038EUL454026	MSCU7495551	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
95725	038eul461998	MSCU8832298	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96170	038EUL455513	MSCU9872757	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96171	038EUL455514	MSCU9877867	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96173	038eul455516	MSCU9212223	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96122	038EUL454219	CAXU9153447	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96124	038EUL454221	INKU6711625	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96123	038EUL454220	TCNU8730314	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
95780	038EUL475727	MSCU8425610	LONG BEACH, C	BREMERHA	\$2,550.00	\$0.00	\$2,550.00
96125	038EUL454222	TCNU8182268	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96126	038EUL454223	MSCU9181914	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00

94537	038EUL451170	TCLU5468060	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96128	038EUL454225	TRIU9749841	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96129	038EUL454226	FCIU8794102	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96130	038EUL454227	MEDU8883542	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96131	038EUL454228	MSCU7025481	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
95577	038EUL461961	MSCU9191408	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
96111	038EUL451801	MEDU8937192	LONG BEACH, C	POTI	\$2,450.00	\$0.00	\$2,450.00
96110	038EUL451800	TCNU7279588	LONG BEACH, C	POTI	\$2,890.00	\$0.00	\$2,890.00
96172	038EUL455515	GLDU0790170	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96409	038EUL455664	MEDU7026801	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96407	038EUL455662	TCLU5516488	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96408	038EUL455663	TRLU5365890	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96626	038EUL455900	TGHU7670510	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96427	038EUL455754	CARU9948875	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96426	038EUL455753	MEDU8982210	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96411	038EUL455666	TCNU7876650	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96424	038EUL455751	TGHU8642560	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96425	038EUL455752	CRXU9923901	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
95573	038EUL461944	GATU8431512	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
96627	038EUL455898	TGHU8496379	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96630	038eul486055	MSCU9955656	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96628	038EUL455899	MSCU8634184	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96622	038EUL486017	MSCU8506460	SAVANNAH	KLAIPEDA	\$2,215.00	\$0.00	\$2,215.00
96683	038EUL486193	MSCU9067228	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96855	038EUL486386	TRLU5782569	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96870	038EUL486415	MEDU8198451	HOUSTON	BATUMI	\$2,350.00	\$0.00	\$2,350.00
96414	038EUL455669	MSCU7642539	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96415	038EUL455670	GLDU7504154	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96416	038EUL455671	MEDU8948134	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96413	038EUL455668	MSCU9306024	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96648	038EUL486079	CARU9786244	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96682	038EUL486192	MSCU9390483	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96684	038EUL486194	FSCU6925922	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96806	038EUL486337	INKU6429632	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96649	038EUL486080	FSCU6185019	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96680	038EUL486190	MSCU8478100	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
96858	038EUL486389	TRLU5754905	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96639	038eul486070	MSCU7653533	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96891	038eul487788	TGHU7524157	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96890	038eul487787	MSCU7185535	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96641	038eul486072	MSCU7098343	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96928	038EUL475960	MSCU9200217	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96927	038EUL475959	TRIU9717891	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96926	038EUL475958	MEDU8892400	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96857	038EUL486388	MEDU8938563	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97128	038eul488574	MSCU7639031	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
96651	038EUL486082	MSCU7878400	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00

96652	038EUL486083	MEDU8558413	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96654	038EUL486085	TGHU8305750	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96653	038EUL486084		LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96656	038EUL486087	MEDU8503072	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96655	038EUL486086	MEDU8501819	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96642	038eul486073	MSCU7109622	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96856	038EUL486387	MSCU8791054	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96929	038EUL475961	DFSU6524950	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96936	038EUL475968	TRLU6974838	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97126	038EUL488509	INKU6735186	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96644	038eul486075	MSCU8270138	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96643	038eul486074	MSCU8620576	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96645	038eul486076	MSCU7217170	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96931	038EUL475963	MSCU9293436	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96942	038EUL475979	GLDU7152752	SAVANNAH	BREMERHA	\$1,430.00	\$0.00	\$1,430.00
96930	038EUL475962	CARU9764060	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96932	038EUL475964	MSCU8874971	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96887	038eul487758	MSCU8105302	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96933	038EUL475965	TCLU5462592	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96934	038EUL475966	MSCU8314663	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
96885	038eul487756	MSCU9194726	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96937	038EUL475969	TCKU9289301	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96884	038eul487755	MEDU8699598	CHICAGO'	KLAIPEDA	\$2,550.00	\$0.00	\$2,550.00
97127	038EUL488510	GLDU0754059	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96935	038EUL475967	MSCU8708590	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97163	038EUL489096	GATU8567068	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97162	038EUL489095	MEDU8917909	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97172	038EUL489105	MSCU8214540	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
97164	038EUL489097	TGHU8736000	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
96886	038eul487757	MEDU8321000	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96888	038eul487759	MSCU9260005	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97203	038EUL489199	MSCU8084719	HOUSTON	BATUMI	\$2,350.00	\$0.00	\$2,350.00
97406	038EUL488743	MSCU7017341	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
96647	038eul486078	MSCU7087570	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97208	038EUL489207	MSCU8000549	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97407	038EUL488744	INKU6564102	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97140	038eul488620	MSCU8032192	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96938	038EUL475970	MSCU7575826	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97221	038eul489243	MEDU8030658	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
97178	038eul489128	MEDU8317036	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
96939	038EUL475971	MSCU9498740	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97177	038eul489127	MEDU8496435	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97209	038EUL489208	TCLU5763554	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97179	038eul489129	MEDU8079745	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97211	038EUL489210	FSCU6011151	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97212	038EUL489211	CRXU9026724	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97182	038eul489132	MEDU8011299	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00

97213	038EUL489212	TRLU5707288	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97408	038EUL488745	TGHU8639171	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97181	038eul489131	MSCU9837078	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97214	038EUL489213	MSCU7238255	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97180	038eul489130	MEDU8691323	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97183	038eul489133	MSCU7140612	CHICAGO'	KLAIPEDA	\$2,600.00	\$0.00	\$2,600.00
97633	038EUL493881	MSCU8871632	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97215	038EUL489214	TGHU7394388	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97671	038EUL495130	MEDU8242702	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97656	038eul495068	MSCU7867371	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
97657	038eul495069	MEDU7022452	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
97421	038EUL493574	MSCU9207510	LONG BEACH, C	BREMERHA	\$2,550.00	\$0.00	\$2,550.00
97167	038EUL489100	CLHU9068791	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97165	038EUL489098	CLHU9124977	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97166	038EUL489099	MSCU8151864	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97168	038EUL489101	MEDU8185639	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97169	038EUL489102	GESU4248345	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97634	038EUL493882	MSCU7504519	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97670	038EUL495129	TCLU5495488	SAVANNAH	BATUMI	\$1,950.00	\$0.00	\$1,950.00
97216	038EUL489215	MSCU8192293	SAVANNAH	KLAIPEDA	\$1,800.00	\$0.00	\$1,800.00
97170	038EUL489103	MSCU9009197	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97171	038EUL489104	FSCU6922076	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97653	038EUL495065	MSCU7168477	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97173	038EUL489106	MSCU7189891	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
97654	038EUL495066	MSCU9685247	LONG BEACH, C	KLAIPEDA	\$3,100.00	\$0.00	\$3,100.00
97639	038EUL493962	MSCU7080679	LONG BEACH, C	BATUMI	\$2,450.00	\$0.00	\$2,450.00
97692	038eul495173	MSCU9360600	CHICAGO'	BATUMI	\$2,700.00	\$0.00	\$2,700.00
97635	038EUL493883	MEDU8353250	NY	BATUMI	\$1,950.00	\$0.00	\$1,950.00

TOTAL TO PAY:

\$340,735.00

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the RESPONDENTS' MEMORANDUM IN REPLY TO COMPLAINANT'S BRIEF IN OPPOSITION TO RESPONDENTS' MOTION FOR PARTIAL SUMMARY DECISION upon Complainant's counsel, Marcus A. Nussbaum, Esq., with the address of P.O. Box 245599, Brooklyn, NY 11224 by first class mail, postage prepaid and by email (marcus.nussbaum@gmail.com); and that the original and five (5) copies are being filed with the Secretary of the Federal Maritime Commission.



Gerard S. Doyle, Jr.

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Michael Khitrinov, and

Empire United Lines, Co., Inc.

Dated in Short Hills, NJ. this twenty sixth day of May, 2015.