

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

---

Docket No.: 14-16

---

**BALTIC AUTO SHIPPING, INC.,**

*Complainant,*

– vs. –

**MICHAEL HITRINOV  
a/k/a MICHAEL KHITRINOV,  
EMPIRE UNITED LINES CO., INC.,**

*Respondents.*

---

**COMPLAINANT’S MOTION FOR RECONSIDERATION OF ORDER RELEASING  
DOCUMENTS SUBMITTED *IN CAMERA***

Pursuant to Rules 69 and 71 of the Federal Maritime Commission’s (the “Commission”) Rules of Practice and Procedure (46 C.F.R. 502 *et seq.*), Complainant, through its Counsel, Marcus A. Nussbaum, Esq. respectfully submits this motion for reconsideration of the April 1, 2005 Order releasing documents submitted *in camera* (the “Order”) insofar as the Order makes a finding of fact that the twenty one (21) bookings do not relate to the Complainant or to the shipments at issue in this proceeding. While the instant application solely requests that this finding of fact merely be removed from the Order, to the extent that it is appropriate at this time, Complainant respectfully requests that the Commission find affirmatively that the twenty one bookings do in fact belong to the Complainant, and are related to the shipments at issue.

As detailed in the memorandum below, the Commission, on page “3” of its Order acknowledged that it was originally believed that the matter of Baltic Savannah shipping documents could be resolved more informally. Pursuant to the instructions given by the

Commission regarding the foregoing, on March 17, 2015 the undersigned forwarded a letter to the Commission, along with a letter dated March 12, 2015 on Baltic Savannah's letterhead from Baltic Savannah's president, which authorized release of the shipping records. In accordance with the Commission's guidance at that time regarding the resolution of this issue, it was not expected that an official finding of fact would be made regarding whether or not the twenty one bookings relate to the Complainant or to the shipments at issue in this proceeding. Therefore, the undersigned respectfully submits that Complainant was not provided with the opportunity to provide the Commission with information and documentation that would have materially affected this finding of fact, which Complainant respectfully submits was made in error.

Because of this material mistake of fact, and because the Complainant was not provided with the opportunity to provide the Commission with the information and documentation described below, it is respectfully requested that the March 17, 2015 letter from the undersigned (now treated as a motion, *post factum*) be reconsidered.

#### **I. AUTHORITY TO GRANT RECONSIDERATION**

A Presiding Judge "may properly reconsider and reverse interlocutory rulings made prior to the initial decision." *Odyssea Stevedoring of Puerto Rico, Inc. v. Puerto Rico Ports Authority*, 30 SRR 1324, 1328 (ALJ 2007). *See, e.g., Carolina Marine Handling v. South Carolina State Ports Authority*, 28 SRR 1603, 1603 (ALJ 2000); *Bookman v. United States*, 453 F.2d 1263, 1265 (Ct. Cl. 1972). In deciding whether to grant reconsideration, a Presiding Judge is not limited to the grounds specified in Rule 261 for reconsideration of a final decision of the Commission, but rather may act based on any relevant factual misconception. *Odyssea, South Carolina, supra*.

## II. ARGUMENT

The Order expressly states that “Baltic Savannah’s role in these shipments is not clear” and bases its finding of fact regarding the apparent lack of relation to the Complainant or shipments at issue, *solely* upon the Commission’s review of the records for the twenty one shipments provided by respondents’ counsel. This finding of fact was based upon a conclusion that “there is no reference to Baltic Illinois in the ‘Alla Lina’ emails or the dock receipts” (Order at p. 2). As the Commission may be aware, the Complainant was not provided with the opportunity to comment on the shipping documents, and was thus deprived of the opportunity to provide documentation explaining the reasons why there was no reference to Baltic Illinois in the Alla Lina emails or the shipping documents.

As set forth below, it is respectfully submitted that the Commission’s conclusion is demonstrably incorrect as a matter of fact, and at the minimum, to the extent disputed by respondents, is an issue of fact to be fleshed out during the course of discovery.

### ***The Respondents Have Admitted That the Five (5) Bookings in the “Alla Lina” Emails Are Complainant’s Shipments***

As the Commission may recall, during the February 23, 2015 telephonic conference, counsel for the respondents had explained that the shipping documents for the twenty one bookings pertained to a company called Baltic Auto Shipping **Corp.**, and not to complainant Baltic Auto Shipping **Inc.** In response, the undersigned explained that the two corporations are related and that there was common ownership amongst the two. Counsel for the respondents had also stated that his clients were in possession of various correspondence from Baltic Auto Shipping Corp. (regarding five bookings), which allegedly established that the twenty one bookings were not the property of complainant Baltic Auto Shipping **Inc.** Your Honor then subsequently directed respondents’ counsel to forward the correspondence to the undersigned for review, copies of which

are annexed to the accompanying Presniakovas Affidavit as Exhibit “4”, and which are mentioned on page “2” of the April 1, 2015 Order. That correspondence refers to issues arising between the parties regarding five different shipments, which are separate and apart from the twenty one shipments at issue.

The correspondence in Presniakovas Exhibit “4” contains three sets of emails (broken down further in the Affidavit as “4-1”, “4-2” and “4-3”) between the parties from late November of 2011 regarding the five different shipments, and the balance of this motion is directed towards addressing the statements contained in the emails and the information contained in the accompanying affidavits of Andrejus Presniakovas and Alla Kotova (a/k/a “Alla Lina”). As set forth below, the affidavits and exhibits thereto conclusively establish that the twenty one bookings do indeed belong to complainant Baltic Auto Shipping Inc.

Up front, it is important for the Commission to be aware that both the respondents and their counsel have already admitted in writing that the five bookings do in fact belong to Baltic Auto Shipping Inc. These admissions can be found in: (1) the Certification of Michael Hitrinov submitted in support of respondents’ motion for partial summary decision (annexed hereto as **Exhibit “A”**); and (2) an email from respondents’ counsel, dated March 2, 2015 (annexed hereto as **Exhibit “B”**). With respect to Exhibit “A”, paragraphs “12” through “14” of the Hitrinov Certification state as follows:

- “12. EUL did not issue individual invoices for the freight charges assessed against Baltic.
13. Because of the great number of shipments and containers to be accounted for, *it was the practice of EUL to send spreadsheet statements of account* to Baltic identifying each shipment and the amount due.
14. Baltic paid EUL against such statements.” (emphasis added)

With respect to Exhibit “B”, the email from respondents counsel attaches a spreadsheet and also explains as follows:

“It was not the practice of Complainant and Respondent EUL to use “freight invoices” to settle accounts; rather *they exchanged statements of account* showing each and every container shipped by Complainant, which included the Respondent EUL’s reference number, MSC/EUL booking number (provided to Complainant at the time of booking), container number (provided by Complainant at the time it provided EUL with its shipping instructions), origin and destination points/places, *and the charges for each and every container. Attached is the last exchange of such statements...*” (emphasis added)<sup>1</sup>

That spreadsheet attached to counsel’s email contains various charges which respondents purport were assessed towards bookings for Baltic Chicago. Notably, that spreadsheet contains the five shipments referenced in the emails in Presniakovas Exhibit “4” (said emails being respondents’ purported proof that Baltic Auto Shipping Corp. was unrelated to the complainant). In light of the foregoing, it simply makes no sense for the respondents to now assert that they were billing the complainant for five shipments that allegedly belonged to a separate entity unrelated to the complainant.

It is also important for the Commission to understand that the only connection between the five bookings identified in Presniakovas Exhibit “4” and the twenty one bookings that are the subject of this motion is that the respondents promised to take the overpayments of \$500 per shipment collected by them for each of the five bookings (discussed in detail below) and apply them as credit for ocean freight charges to the twenty one bookings at issue herein. For purposes of clarity, to the extent that Alla Lina made statements (under duress as explained below) regarding the alleged lack of relationship between Baltic Chicago and Baltic Savannah, those statements

---

<sup>1</sup> For the avoidance of doubt, this reference to the excel spreadsheet being a “statement” is reference made by the respondents and is being discussed herein solely for the purposes of identifying an admission made by the respondents. This is without prejudice to the complainant’s dispute regarding the facts pertaining to the manner in which the parties conducted their business.

were *not* made in emails regarding the twenty one bookings. The following facts from the affidavits are summarized below for the Commission's convenience:

1. Andrejus Presniakovas is the principal and chief executive officer of Baltic Auto Shipping, Inc., ("Baltic Chicago"), and is also one of the principals and the majority shareholder of Baltic Auto Shipping Corp. ("Baltic Savannah").

2. Baltic Chicago is a licensed freight forwarder and non-vessel operating common carrier ("NVOCC"), registered with the Federal Maritime Commission ("FMC") under license number 21242.

3. Baltic Savannah is a corporation organized and existing under the laws of Georgia with a principal place of business at 400 Magazine Ave., Savannah, GA 31415 and was created for the sole purpose of running and managing a loading/trucking facility used by Baltic Chicago in the port of Savannah, in Georgia. For purposes of clarity, Baltic Savannah is a loading and trucking facility only.

4. Beginning in 2009 and continuing through 2012, Baltic Chicago engaged in a regular course of business with the respondents whereby Baltic Chicago shipped containers to different ports of destination from various ports of loading, including the port of Savannah (where Baltic Savannah performed the loading and trucking), and paid the respondents the rates in emails that were quoted to them from time to time by Mr. Hitrinov between 2009 and 2012.

5. During that time period, the respondents would email rates for shipping to an employee of Baltic Chicago (identified as "Laura Baltic" or "Laura Makaroviene" in the emails) and would copy Alla Kotova (a/k/a Alla Lina) on those emails, addressing those emails with the introduction: "Dear Baltic Auto" because the respondents knew that Baltic Chicago and Alla Kotova are related.

6. The respondents had a practice of forwarding via email the booking confirmations for the various bookings made through Empire by Baltic Chicago and which were addressed simultaneously to an employee at Baltic Chicago and Mr. Presiniakovas' partner (Alla Kotova a/k/a Alla Lina) at Baltic Savannah. These emails identify the booking made to "Baltic Auto" and which identify the booking number, and information regarding the vessel, P/C date, ETD date, POL, POD, and other information.

7. In their correspondence, respondents simultaneously communicated with Baltic Chicago and Baltic Savannah, referring to both of them as "Baltic Auto". In those emails, respondents were always aware that Baltic Chicago and Baltic Savannah were related, due to the fact that these emails were addressed simultaneously to an employee at Baltic Chicago and Mr. Presiniakovas' partner and agent (Alla Kotova a/k/a Alla Lina) at Baltic Savannah.

8. During the time period set forth above, it was clearly understood between the parties that the bookings made through Empire were always utilized by Baltic Chicago only (who prepared the dock receipts), regardless of what loading facility was used for purposes of shipping.

9. The record for each of the twenty one shipments consists of an email sent to Empire from "Alla Lina" at Baltic Savannah and a dock receipt/master for the shipment identifying the booking number, shipper, consignee, vessel, port of loading, date of sailing, and port of discharge for the shipment.

10. The dock receipts/masters also identify the container number, and in the case of the vehicles, identify each vehicle by manufacturer and vehicle identification number.

11. With respect to each and every dock receipt/master, these were all prepared by Baltic Chicago, who obtained the booking numbers from the respondents, said booking numbers being utilized by Baltic Chicago.

12. With respect to each and every dock receipt/master for the twenty one bookings, Baltic Chicago acted in the capacity of NVOCC for the vehicles that it was exporting on behalf of its customers.

13. After the booking numbers were issued by the respondents, Baltic Chicago then provided the dock receipts to Baltic Savannah at the time of the containerization of the vehicles contained therein.

14. Although the respondents may have *emailed* the booking numbers to Baltic Savannah, the parties herein always had the mutual understanding that these booking numbers were being *issued* to Baltic Chicago.

15. With respect to the dock receipts/masters provided by respondents to the Commission for the twenty one bookings, these dock receipts/masters were sent to respondents for purposes of preparing bills of lading for use by the ocean liner.

16. An example of respondents' knowledge that the bookings were issued to Baltic Chicago can be seen in an email from respondents on November 7, 2011 regarding three bookings that were rolled to a different ocean vessel, and which involved a communication from the ocean liner (Mediterranean Shipping Co.). That email is once again addressed to an employee at Baltic Chicago and Mr. Presiniakovas' partner and agent (Alla Kotova a/k/a Alla Lina) at Baltic Savannah. Notably, this email was sent to Baltic Chicago and Baltic Savannah a few days prior to the dates of the emails that were provided to the Commission by the respondents that are discussed in the Commission's Order of April 1, 2015.<sup>2</sup>

17. Another example of respondents' knowledge that the bookings belonged to Baltic

---

<sup>2</sup> The emails discussed in the Commission's Order of April 1, 2015 are discussed on page "2" of the Commission's Order, regarding Alla Kotova's alleged denial that Baltic Savannah is related to Baltic Chicago. Copies of those three sets of emails are annexed to the Presniakovas Affidavit as Exhibit "4" -- these emails contain five booking numbers that are not part of the twenty one shipment discussed herein.

Chicago can be seen in an email from respondents on June 9, 2011 regarding a container that was examined by U.S. customs. That email is once again addressed to an employee of Baltic Chicago and Mr. Presiniakovas' partner and agent (Alla Kotova a/k/a Alla Lina) at Baltic Savannah. Thus there was never any question from anyone regarding the roles of Baltic Chicago and Baltic Savannah and their relationship to one another.

18. Due to the course of conduct engaged in between the parties, at all times mentioned herein, Mr. Presiniakovas' authorized Alla Kotova, as agent, to speak on Baltic Chicago's behalf. With respect to any communications between the parties regarding movement originating in Savannah, these were communications were handled by: (1) Alla Kotova; (2) an employee of Baltic Chicago and Mr. Presniakovas.

19. All five bookings were also a part of the 2011 District of New Jersey lawsuit discussed below, in which respondents demanded that Baltic Chicago make payment to respondents for those bookings.

***The 2011 District of New Jersey Lawsuit and the Emails Purporting to Establish that Baltic Savannah is Not Related to Baltic Chicago***

20. Due to the course of conduct engaged in between the parties, at all times mentioned herein, the respondents were aware of the fact that the bookings were always issued to Baltic Chicago from the port of Savannah.

21. For additional proof of the respondents' knowledge that the bookings always belonged to Baltic Chicago, this Commission is respectfully referred to the Complaint filed by the complainant against the respondents in 2011 in the U.S. District Court for the District of New Jersey, annexed to the Presniakovas Affidavit as **Exhibit "6"**. Exhibit "F" to the 2011 Complaint contains all five bookings referred to in the correspondence provided to ALJ Guthridge<sup>3</sup>, and in

---

<sup>3</sup> See footnote "1".

which respondents claim that there is an admission that Baltic Chicago is not related to Baltic Savannah.<sup>4</sup>

22. As explained, beginning on paragraph “30” of the 2011 Complaint, in or around September 2011, Baltic Chicago notified the respondents that the business relationship between the parties would be wound down and ultimately discontinued. At or about the same time, Plaintiff also demanded a copy of all house bills of lading and invoices related to containers shipped pursuant to the parties’ agreement.

23. As further set forth in detail below, the respondents made assurances that a credit would be applied from overpayments made by Baltic Chicago to respondents for shipments departing from the port of Savannah. In light of these assurances, Mr. Presniakovas decided to allow additional bookings to be made with respondents between December 23, 2011 through October 18, 2012, solely with respect to shipments departing from Savannah, so that Baltic Chicago could recover the overpayments made to the respondents.

24. The respondents’ knowledge, in or around September 2011, that the business relationship would be discontinued is what ultimately led to respondents’ decision to place a hold on the complainant’s cargo and to refuse to release it, as described in paragraphs “40” through “53” of the 2011 Complaint.

25. The 2011 Complaint was settled within a matter of days, and resulted in the execution of a settlement agreement (the “2011 Settlement Agreement”).

26. While the 2011 Settlement Agreement was being drafted and negotiated, the respondents were already aware that that the business relationship would be discontinued. In the

---

<sup>4</sup> As the Commission can see, paragraphs “39” and “40” of the 2011 Complaint allege that the respondents demanded that Baltic Chicago pay to the respondents sums for these very same bookings which respondents now claim had nothing to do with Baltic Chicago.

days leading up to the execution of that agreement, respondent Hitrinov knew that he was going to lose future business and profits from Baltic Chicago. He therefore attempted to extort additional sums from Baltic Chicago for shipments which were exported from the port of Savannah. He specifically threatened to refuse to release the five shipments referred to in the correspondence forwarded to ALJ Guthridge.

27. At that time, and in an effort to mitigate Baltic Chicago's damages and prevent the accrual of storage and demurrage charges, Mr. Presniakovas authorized the payment of the additional \$500 per container demanded by Hitrinov for the five bookings described in Presniakovas Exhibit "4". However, after he received these additional sums, Hitrinov demanded that Baltic Savannah and Alla Kotova, state in writing that these five bookings had no connection with Baltic Chicago. The context in which these statements were made is set forth below.

***The Emails from Alla Kotova a/k/a Alla Lina***

28. The accompanying Presniakovas Affidavit and Kotova Affidavit attach and discuss various emails between Alla Kotova and the respondents between the time period of November 3, 2011 through November 18, 2011. These emails represent the complete conversation that took place between Baltic Savannah and Empire regarding the five bookings, and are being provided due to the fact that the respondents had not provided the complete conversation the Commission.

29. Per those emails on November 4, 2011, Alla Kotova requested that respondents release two containers: MEDU8044970 and TGHU7732762.

30. As the Commission can see, respondents waited until November 14, 2011 to respond to the request that the containers be released, at which time they demanded that an additional \$500.00 per container be paid. – The confirmation that \$500 per container was paid is identified in the last correspondence in these emails, on November 18, 2011. However, the

respondents continued to refuse to release the containers until Alla Kotova stated in writing on November 18, 2011 that the two containers have nothing to do with Baltic Chicago as seen in Presniakovas Exhibit “4-1”.

31. These statements, obtained under duress from Baltic Savannah, in an effort to mitigate Baltic Chicago’s damages, now form the basis for respondents’ false assertion that the 21 bookings in attachment “A” have no connection to Baltic Chicago.

32. As set forth above these statements were obtained as a result of the respondent’s attempt to extort additional monies from the complainant in the amount of \$500 per container for freight that had already been prepaid in full. Specifically, the respondents threatened to cause complainants to incur additional storage and demurrage charges in the amount of approximately \$100.00 per day if the complainants did not succumb to respondents’ extortionate demands.

33. The Commission is also respectfully referred to the additional emails annexed to the Presniakovas Affidavit as **Exhibit “9”** between Alla Kotova and the respondents between the time period of November 14, 2011 through November 28, 2011. These emails represent the complete conversation that took place between Baltic Savannah and Empire, and are being provided here due to the fact that the respondents had not provided the complete conversation to the Commission in the emails sent to ALJ Guthridge.

34. Per those, the Commission can see that on November 14, 2011, Alla Kotova requested that respondents release two containers: GLDU7399341 and CAIU8698918.

35. As the Commission can see in those emails, the respondents refused to release the containers until Alla Kotova wired an additional \$500.00 per container, which took place on or about November 23, 2011. In those emails, on November 28, 2011, the respondents again identify three additional containers: TRLU5819375, CRXU936559, and GLDU7634796. With respect to

these three containers, the respondents refused to release them until Alla Kotova agreed wire an additional \$500 per container and state in writing that these containers belonged to Baltic Savannah, which she did on November 28, 2011.

36. With respect to container number TRLU5819375 identified in the previous paragraph, that is the same container previously identified in an email that was sent from Mediterranean Shipping Company to the respondents on October 25, 2011. In that email, MSC explains that the container was mistakenly sent to the wrong destination. In that email, the Commission can also see that the respondents then subsequently asked Baltic Chicago *and* Alla Kotova what to do with the container. Thus, until November of 2011, there was never any question that the bookings belonged to Baltic Chicago.

37. Subsequent to collecting the additional charges of \$500.00 per container as described above, the respondents then promised to apply that money as a credit towards future shipments departing from the port of Savannah. In an effort to recover the overpayments made to respondents, Baltic Chicago decided to continue ordering bookings through respondents for shipments departing from Savannah only.

38. For additional proof of the respondents' knowledge that the bookings always belonged to Baltic Chicago, this Commission is again referred to the 2011 Settlement Agreement. Pages "6" through "9" of the 2011 Settlement Agreement contain 162 booking and container numbers for bookings made through the respondents.

39. It is significant that the 162 booking and container numbers contain multiple shipments that were presented by Baltic Chicago and shipped from the port in Savannah, where Baltic Savannah was involved in the trucking and loading of the containers. It is also significant that the 162 booking and container numbers were also identified in Exhibit "F" to the 2011

Complaint, which contained multiple shipments that were presented by Baltic Chicago and shipped from the port in Savannah.

40. The reason that the foregoing is significant is that the respondents never objected to the fact that Baltic Savannah was never added as a party to the 2011 Settlement Agreement. The reason that the respondents never objected is that they were aware of the fact that Baltic Savannah was a loading and trucking facility, and that all of the bookings belonged to Baltic Chicago.

41. The only connection between the five bookings in Presniakovas Exhibit “4” and the twenty one bookings that are the subject of this motion, is that respondents promised to take the additional \$500 collected by them for each of the five bookings and apply them as credit for ocean freight charges to the twenty one bookings at issue herein.

42. To date, the only shipping documents that complainant has received from the respondents with respect to the 21 bookings discussed herein were various ocean liner bills of lading from MSC, and a copy of one of these 21 is annexed to the Presniakovas Affidavit as Exhibit “11”.

The foregoing makes it very clear that: (1) Baltic Chicago and Baltic Savannah have common ownership; (2) Baltic Savannah was a loading and trucking facility only, that was used by Baltic Chicago for shipments leaving from the port of Savannah; (3) the respondents always knew that Baltic Savannah was a loading and trucking facility only, and that all of the bookings belonged to Baltic Chicago; (4) due to the course of conduct engaged in between the parties, Baltic Chicago authorized Alla Kotova, as agent, to speak on Baltic Chicago’s behalf; and (5) under duress, Alla Kotova made a statement that the five bookings identified in the email correspondence forwarded to ALJ Guthridge, had nothing to do with Baltic Chicago.

With respect to the five bookings in the emails provided to ALJ Guthridge, and the twenty one bookings at issue in this motion, Baltic Chicago, as a licensed NVOCC, dispatched shipments on behalf of its customers through respondents by common carrier and booked shipments on behalf of shippers and performed other activities incident to those shipments.

It is further notable that the five bookings referred to in the “Alla Lina” emails provided to the Commission, as well as the twenty one bookings that are the subject of this motion, are listed in the audit that was conducted by the complainant prior to filing the instant proceeding before the Commission – this audit is referenced in the Complaint and a copy of the audit has been provided to the respondents in the course of discovery in this matter. The five bookings were also listed in the excel spreadsheets annexed to the 2011 Complaint, and were also identified in documents exchanged between the parties during the course of discovery in this matter. All of these indisputable facts cut against any argument that the twenty one bookings do not belong to Baltic Chicago.

On a final note with respect to the unlawful acts committed by the respondents as described above, this is not the first time that these respondents have attempted to engage in fraud. As the Commission may recall, on August 1, 2002, the Federal Maritime Commission published an Order of Investigation and Hearing (in FMC Docket 02-11) alleging that Empire knowingly and willfully violated section 10(b)(1) of the Shipping Act Act and section 10(b)(2)(a) of the Shipping Act by: (1) charging an amount of compensation for the transportation of property which differed from the rates and charges set forth in its published tariff; and (2) that Empire violated Commission regulation 46 C.F.R. § 515.31(e), by knowingly and willfully providing false information to several ocean common carriers in connection with Empire’s shipments. The Order of Investigation also resulted in formal notification published in the Federal Register under 67 FR 53353 (2002).

## CONCLUSION

Accordingly, for the reasons set forth above, complainant requests that the instant motion be granted in its entirety, and that upon reconsideration, that: (1) the Commission revise the Order to remove the finding of fact that the twenty one shipments do not belong to Complainant and have no relation to the shipments at issue; and (2) to the extent that it is appropriate at this time, Complainant respectfully requests that the Commission find affirmatively that the twenty one bookings do in fact belong to the Complainant, and are related to the shipments at issue; and (3) that the Commission sanction the respondents and award complainant attorneys' fees as a result of the respondents having made misrepresentations to the Commission regarding the shipments discussed herein, specifically due to their providing documentation that misled the Commission with respect to the true and lawful owners of the five bookings identified in the emails provided to ALJ Guthridge (which complainant respectfully submit is a further violation of the Shipping Act and the rules and regulations of the Commission).

Dated: April 30, 2015  
Brooklyn, NY

Respectfully Submitted,



Marcus A. Nussbaum, Esq.  
P.O. Box 245599  
Brooklyn, NY 11224  
Tel: 888-426-4370  
Fax: 347-572-0439  
Attorney for Complainant  
marcus.nussbaum@gmail.com

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the **COMPLAINANT'S MOTION FOR RECONSIDERATION OF ORDER RELEASING DOCUMENTS SUBMITTED IN CAMERA** upon Respondents' Counsel, The Law Office of Doyle & Doyle, with the address of 636 Morris Turnpike, Short Hills, NJ 07078 by first class mail, postage prepaid, and by email (gdoyle@doyelaw.net).



Marcus A. Nussbaum, Esq.  
P.O. Box 245599  
Brooklyn, NY 11224  
Tel: 888-426-4370  
Fax: 347-572-0439  
Attorney for Complainant  
marcus.nussbaum@gmail.com

Dated: April 30, 2015 in Brooklyn, New York.