

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 15-04

CROCUS INVESTMENTS, LLC AND CROCUS, FZE,

– vs. –

**MARINE TRANSPORT LOGISTICS, INC. AND ALEKSANDR SOLOVYEV
a/k/a ROYAL FINANCE GROUP INC.**

**APPENDIX TO COMPLAINANTS' MOTION FOR LEAVE TO FILE REPLY TO
PETITION TO REOPEN THE PROCEEDING FOR THE PURPOSE OF TAKING
FURTHER EVIDENCE**

- APPENDIX “1” Memorandum and Order of the Honorable Sandra L. Townes, dated November 22, 2016 from the matter of *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – E.D.N.Y. Docket No.: 1:13-cv-07110-SLT-RLM)
- APPENDIX “2” Indictment dated June 21, 2010 and NJ Courts Public Access Records from the matter of the *State of New Jersey v. Aleksandr Solovyev et al.* (Case No.: 09-05415)
- APPENDIX “3” New York State Department of Motor Vehicles Salvage Certificate
- APPENDIX “4” COPART Invoice dated August 7, 2013 for 2010 Formula VIN# TNRD7870C010
- APPENDIX “5” COPART Invoices dated May 28, 2013 for a 2011 Porsche Panamera and June 7, 2013 for a 2006 Mercedes SL 65

APPENDIX “1”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MAVL CAPITAL, INC. *et. al.*,

Plaintiffs,

- against -

MARINE TRANSPORT LOGISTICS, INC. *et. al.*,

Defendants.
-----X

MEMORANDUM AND ORDER

13-cv-7110 (SLT) (RLM)

Before the Court are the parties’ cross-motions for sanctions, Plaintiffs’ response to the Court’s order to show cause, and Plaintiffs Motion for Leave to File a Supplemental Memorandum addressing issues raised in the sanctions filings. (ECF Nos. 53, 55, 61, & 63). As explained below, the cross-motions for sanctions are **DISMISSED as premature**, the Motion for Leave is **DISMISSED as moot**.

Plaintiffs allege that Defendants violated state and federal laws by asserting a lien on and fraudulently obtaining title to Plaintiffs’ automobiles and other property, which they had contracted for shipping overseas. Their complaint asserted federal question jurisdiction under the Carriage of Goods by Sea Act, 46 U.S.C. § 30701, and the Shipping Act of 1984, 46 U.S.C. §40101, *et seq.*, jurisdiction under the Court’s “original jurisdiction in maritime matters,” and supplemental jurisdiction over Plaintiffs’ state law claims. (Compl. ¶¶ 29-30). **Plaintiffs also purported to assert claims under the Shipping Act and the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq. (“RICO”).** (Compl. ¶¶ 128-130, 171-179.)

On September 8, 2015, the Court granted in part Defendants’ motion for judgment on the pleadings, dismissed Plaintiffs’ statutory claims, declined to exercise supplemental jurisdiction over the state law claims, and ordered Plaintiffs to show cause regarding the Court’s admiralty jurisdiction. (ECF No. 48). **Regarding Plaintiffs’ RICO claims, the Court dismissed for failure**

to allege a “pattern” of racketeering activity as required by section 1962(c). (*Id.* at 8-11.) The Court concluded by declining to exercise supplemental jurisdiction over state law claims, observing that “no claims sounding in maritime law [we]re pleaded in the complaint,” and ordered Plaintiffs to show cause “why this Court should not dismiss Plaintiffs’ remaining claims in light of this decision.” (*Id.* at 11-12).

In response to that show cause order, Plaintiffs made virtually no argument regarding admiralty jurisdiction. Rather, in a scant two paragraphs the Plaintiffs simply referenced that Defendants had asserted “maritime liens over plaintiffs’ property” and, on that basis, “*suggested* that the Court may exercise its original jurisdiction in Admiralty for purposes of determining the validity of these purported liens, and therefore exercise supplemental jurisdiction over plaintiffs’ state/common causes [sic] of action.” (ECF No. 53 at 13) (emphasis added). Plaintiffs therefore failed to articulate a grounds for exercising admiralty jurisdiction, let alone cite relevant authority.

Instead of addressing the Court’s admiralty jurisdiction, Plaintiffs appear to instead invoke subject matter jurisdiction by seeking reconsideration of the Court’s dismissal of their RICO claims on the basis of newly discovered facts. (ECF No. 53). The new facts, Plaintiffs contend, stem from filings made by a third-party in a Federal Maritime Commission (“FMC”) proceeding against the Defendants in the instant action. The plaintiffs in the FMC action apparently alleged Shipping Act violations for activities similar to the activities alleged here. (*Id.* at 4). Plaintiffs’ counsel asserts that filings in the FMC proceeding establish (i) “newly discovered evidence” of a pattern of racketeering, (ii) grounds, on that basis, for re-opening discovery and for leave to amend the complaint, and (iii) grounds for sanctions for Rule 26 violations. (*Id.* at 4-13). Defendants, in response, have cross-moved for sanctions, and the

parties have since filed numerous briefs focusing on the scope of Rule 26, the propriety of sanctions, and procedure under Rule 37. (See ECF Nos. 55-65).

In disputing sanctions rather than the merits of reconsideration of Plaintiffs' RICO claims, the Parties have put the cart before the horse. To the extent Plaintiffs seek leave to re-open discovery and to amend their complaint and bolster their RICO claims in light of "new evidence," they implicitly seek reconsideration of the Court's September 8 order dismissing those claims. Such relief is governed by FRCP 60(b)(2). Neither party has addressed that rule's framework or sufficiently addressed the merits of Plaintiffs' contention that they can now establish the "pattern" required by 18 U.S.C. § 1962(c).

Accordingly,

1. The parties' cross-motions for sanctions are **DISMISSED as premature**. (ECF Nos. 55 & 61).
2. Plaintiffs' Motion for Leave to File a Supplemental Memorandum is **DISMISSED as moot**. (ECF No. 63).
3. The parties are directed to confer and propose a briefing schedule for a Rule 60 motion for reconsideration no later than **Friday, December 9, 2016**.
4. In light of the numerous and extensive extensions previously granted, Plaintiffs' counsel is advised that no further extensions will be granted.

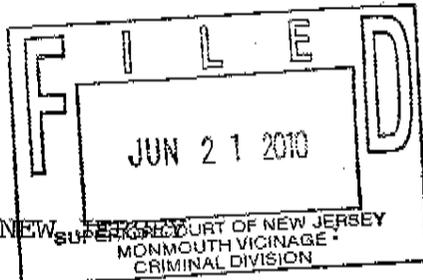
SO ORDERED.

s/SLT

SANDRA L. TOWNES
United States District Judge

Dated: November 22 2016
Brooklyn, New York

APPENDIX “2”



SUPERIOR COURT OF NEW JERSEY
LAW DIVISION (CRIMINAL)
MONMOUTH COUNTY

THE STATE OF NEW JERSEY
SUPERIOR COURT OF NEW JERSEY
MONMOUTH VICINAGE
CRIMINAL DIVISION

Plaintiff, :

v. :

Indictment No. 10-06-1140
Case No. 09-05415

ALEKSANDR SOLOVYEV and
WILLIAM S. FRITZ, :

Defendants. :

FIRST COUNT

CONSPIRACY

SECOND DEGREE CRIME

The Grand Jurors of the State of New Jersey, for the County of Monmouth, upon their oaths present that ALEKSANDR SOLOVYEV and WILLIAM S. FRITZ, on or about diverse dates between September 1, 2009 through November 17, 2009, in or about the Township of Toms River and/or the Borough of Seaside Park, County of Ocean, and/or the City of Bayonne, County of Hudson, and/or the Borough of Monmouth Beach, County of Monmouth, and elsewhere within the jurisdiction of this Court, did commit the crime of Conspiracy, by unlawfully agreeing with each other that they, or either of them, would commit the crime of Theft of Movable Property and/or Receiving Stolen Property with the purpose of promoting or facilitating the commission of said crime, contrary to the provisions of N.J.S.A. 2C:5-2 and N.J.S.A. 2C:20-3a and/or N.J.S.A. 2C:20-7a, and against the peace of this State, the Government, and dignity of the same.

TRUE COPY

SECOND COUNT

THEFT OF MOVABLE PROPERTY

SECOND DEGREE CRIME

The Grand Jurors of the State of New Jersey, for the County of Monmouth, upon their oaths present that ALEKSANDR SOLOVYEV and WILLIAM S. FRITZ, on or about diverse dates between September 1, 2009 through November 17, 2009, in or about the Township of Toms River and/or the Borough of Seaside Park, County of Ocean, and/or the City of Bayonne, County of Hudson, and/or the Borough of Monmouth Beach, County of Monmouth, and elsewhere within the jurisdiction of this Court, did commit the crime of Theft, by unlawfully taking, or exercising unlawful control over, movable property of another, to wit: a 2006 Larson Pleasure Craft and boat trailer belonging to N.Z., a 2003 Yamaha Hydra Sport and boat trailer belonging to R.A., a Wellcraft Boat and boat trailer belonging to D.G., a 2008 Yamaha FX1800 GB Jet Ski and jet ski trailer belonging to D.G., a 2008 Yamaha FX1100 AG Jet Ski belonging to T.C., and/or two 2002 Honda Jet Skis and a jet ski trailer belonging to R.B., valued in the aggregate at \$75,000 or more, with the purpose to deprive the owners thereof, contrary to the provisions of N.J.S.A. 2C:20-3a, and against the peace of this State, the Government, and dignity of the same.

THIRD COUNT

RECEIVING STOLEN PROPERTY

SECOND DEGREE CRIME

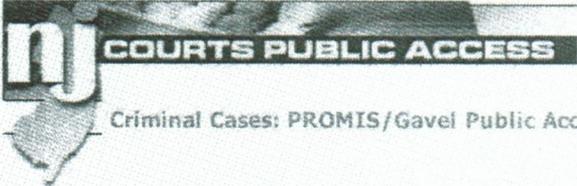
The Grand Jurors of the State of New Jersey, for the County of Monmouth, upon their oaths present that ALEKSANDR

SOLOVYEV and WILLIAM S. FRITZ, on or about diverse dates between September 1, 2009 through November 17, 2009, in or about the Township of Toms River and/or the Borough of Seaside Park, County of Ocean, and/or the City of Bayonne, County of Hudson, and/or the Borough of Monmouth Beach, County of Monmouth, and elsewhere within the jurisdiction of this Court, did commit the crime of Theft, by knowingly receiving, or bringing into this State, movable property of another, to wit: a 2006 Larson Pleasure Craft and boat trailer belonging to N.Z., a 2003 Yamaha Hydra Sport and boat trailer belonging to R.A., a Wellcraft Boat and boat trailer belonging to D.G., a 2008 Yamaha FX1800 GB Jet Ski and jet ski trailer belonging to D.G., a 2008 Yamaha FX1100 AG Jet Ski belonging to T.C., and/or two 2002 Honda Jet Skis and a jet ski trailer belonging to R.B., valued in the aggregate at \$75,000 or more, knowing that it had been stolen, or believing that it had probably been stolen, contrary to the provisions of N.J.S.A. 2C:20-7a, and against the peace of this State, the Government, and dignity of the same.

Luis A. Valentin (MS)
LUIS A. VALENTIN
PROSECUTOR
MONMOUTH COUNTY

Endorsed:

Sharon Pachy
Foreperson



Page: 1

CASE NUMBER : 09005415	DEF SEQ NO: 001
DEFENDANT NAME: SOLOVYEV ALEKSANDR	SENTENCE SEQ NO: 001
CHARGING DOC : INDICTMENT CDR NO: 0000 CHARGE COUNT : 003 STATUTE : 2C:20-7A IND/ACC NO : 10-06-01140-I STATUTE : RECEIVING STOLEN PROPERTY-KNOW STATUTE DEG : THIRD DEGREE SENTENCE CONT : AGGREGATE SENTENCE SENTENCE DISP : NON-CUSTODIAL JAIL DAYS: 0000 INCAR LENGTH: 000Y00M000 PLACE SENTENCE: GAP: 0000 PRIOR SVC: 0000 ROSADO: 000 PAROLE INELIG : 00Y00M000 PAROLE SUPERVISION: 00Y00M000 CSL/PSL : PROBATION TIME: 05Y00M COMM SERV HR: 0000 LICENSE SUSP : 000 SENTENCE DATE : 06 03 2011 JUDGE : VERNIOA FRANCIS J DNA ORDERED : Y	

-----FEES AND FINES-----			
SNSF :	75.00	LETF :	30.00
LAB :		VCCA :	50.00
		PROB :	25.00

APPENDIX “3”



New York State Department of Motor Vehicles

SALVAGE CERTIFICATE

For a 1973 or Newer Motor Vehicle



OTHER JURISDICTIONS: Do not accept this certificate as proof of ownership for registration or titling purposes unless the vehicle and its major component parts meet your requirements concerning the bearer's right to possess them.

THIS DOCUMENT IS VOID IF ALTERED OR ERASED (Please type or print entries with ballpoint pen.)

1. VEHICLE DESCRIPTION * ENTER VEHICLE IDENTIFICATION NUMBER EXACTLY AS IT APPEARS ON PROOF OF OWNERSHIP

VEHICLE IDENTIFICATION NUMBER (Please start at leftmost space)				YEAR	MAKE	MODEL
TWRD7870C010				2010	FORMULA	34 PC
FUEL	CYLINDERS	MAX GROSS WEIGHT	STATE	PRIOR TITLE DOCUMENT NUMBER	BODY TYPE	COLOR
			NY		FIBROBAT	WHITE

2. VEHICLE CONDITION * THIS MUST ALWAYS BE COMPLETED - CHECK ALL BOXES THAT APPLY

<input type="checkbox"/> Vehicle Identification plate missing, altered or defaced	<input type="checkbox"/> Major component part or parts missing or damaged:	<input type="checkbox"/> Air Bag missing or Damaged:	<input type="checkbox"/> Driver	<input type="checkbox"/> Passenger
<input type="checkbox"/> Flood damage	<input type="checkbox"/> Engine	<input type="checkbox"/> Driver side impact	<input type="checkbox"/> Passenger side impact	
<input type="checkbox"/> Pear Clip	<input type="checkbox"/> Transmission	<input type="checkbox"/> Driver side curtain	<input type="checkbox"/> Passenger side curtain	
<input type="checkbox"/> Conv	<input type="checkbox"/> Frame	<input type="checkbox"/> Other Specify:		
<input type="checkbox"/> Nose	<input type="checkbox"/> Front End Off			
	<input type="checkbox"/> None			

3. VEHICLE ACQUISITION

SALVAGE VEHICLE ACQUIRED BY		DATE OF ACQUISITION (Month/Day/Year)
NAME (Use Corporate Name if Applicable) VW PARTS, INC.		04/27/2015
ADDRESS (Number and Street)		DMV BUSINESS REGISTRATION, CERTIFICATE OR ID NUMBER
717 WAGNER ROAD		7061430
CITY	ZIP CODE	INSURANCE CO. CODE
FLEISCHMANN'S, NY 12430		
TELEPHONE NUMBER	STOCK NUMBER OR INSURANCE NUMBER	

FORMER OWNER OF VEHICLE			
NAME			
TRAVELERS INDEMNITY CO			
ADDRESS (Number (including Apt. No.) and Street)		CITY	STATE
1983 MONTAUK HIGHWAY		BROOKHAVEN	NY
PREVIOUS PROOF OF OWNERSHIP			
<input type="checkbox"/> NYS CERTIFICATE OF TITLE - DOC. NO.	<input type="checkbox"/> OUT-OF-STATE TITLE - DOC. NO.		
<input type="checkbox"/> NYS SALVAGE CERTIFICATE - CERT NO.	<input type="checkbox"/> OUT-OF-STATE SALVAGE CERTIFICATE - CERTIFICATE NO.		
<input type="checkbox"/> OTHER			
INSURANCE COMPANY USE ONLY			
CHECK ONE BOX ONLY: <input type="checkbox"/> STOLEN - NOT RECOVERED <input type="checkbox"/> RECOVERED STOLEN - INTACT <input type="checkbox"/> RECOVERED STOLEN - STRIPPED <input type="checkbox"/> TOTAL LOSS			
INCLUDES EITHER AN APPRAISAL OR TWO PHOTOS OF VEHICLE FROM DIFFERENT ANGLES WITH DMV COPY (COPY 2) UNLESS VEHICLE IS STOLEN - NOT RECOVERED			

4. LIEN INFORMATION - List all liens for which a lien satisfaction has not been received. If liens are subsequently satisfied, send form MV-901, Notice of Satisfied Lien, to person to whom the vehicle was transferred.

NAME OF LIENHOLDER	NAME OF LIENHOLDER
NONE	NONE
ADDRESS (Number and Street)	ADDRESS (Number and Street)
CITY	CITY
STATE	STATE
ZIP CODE	ZIP CODE

5. VEHICLE DISPOSITION/ODOMETER DISCLOSURE REQUIREMENTS - Federal and state law requires that you state the mileage upon transfer of ownership. Failure to do so, or not telling the truth about mileage, may result in fines and/or imprisonment. This form will be returned to you if this section is not completed.

CHECK ONE BOX		
<input type="checkbox"/> TRANSFERRED TO (COMPLETE ALL INFORMATION BELOW & SIGN WHERE INDICATED)		
<input type="checkbox"/> TRANSFERRED TO BE DISMANTLED FOR PARTS (SEE INSTRUCTIONS ON THE BACK)		
<input type="checkbox"/> TRANSFERRED TO BE SCRAPPED OR DESTROYED (SEE INSTRUCTIONS ON THE BACK)		
NAME OF PURCHASER (Use Corp. Address if Applicable)	PURCHASER'S DMV BUSINESS REG. CERT. OR ID NO. IF APPLICABLE	DATE OF TRANSFER
CAR EXPRESS & IMPORT INC		04/28/15
ADDRESS OF PURCHASER (Street, City, State, Zip Code)		
63 NEW HOOK RD BAYONNE NJ 07002		
ODOMETER DISCLOSURE STATEMENT		MILE (No Tenths)
I, the seller, certify that to the best of my knowledge, this vehicle's odometer reads as follows and (check the box which applies)		NA
<input type="checkbox"/> Reflects the Actual Mileage	<input type="checkbox"/> Exceeds Mechanical Limits	<input type="checkbox"/> Does Not Show the Actual Mileage - Warning: Odometer Discrepancy
PRINT NAME OF PURCHASER	PRINT NAME OF SELLER	
Alexander Sclayr	WILLIAM HERTZNER	
SIGNATURE OF PURCHASER	SIGNATURE OF SELLER (Not to be signed until transfer of vehicle information completed)	
<i>[Signature]</i>	<i>[Signature]</i>	

BUYER'S OBLIGATION: Buyer must file Section 1224(2)(b) of the Vehicle and Traffic Law to certify that I have notified the prior owner and lienholders listed above.

RESP 027

APPENDIX “4”

Date 8/07/13
Time 17:37:44

COPART
Invoice

Lot# 26998392

Seller TRAVELERS INDEMNITY CO.-BOAT Member	CAR EXPRESS & IMPORT INC	520572
SOLD THROUGH COPART	333 AVE X 2ND FL	
1983 MONTAUK HIGHWAY	BROOKLYN, NY 11223	
BROOKHAVEN, NY 11719		

Phone# (631) 776-0994

Phone# (646) 725-1335

Tax ID: 061423251

Vehicle 10 FORM BOAT ONLY 2TONE	Vin# TNRD7870C010	Row SF012
Sale 8/07/13 # 701	Yard 30 NY - LONG ISLAND	

Charges and Payments:

1	8/07/13 SALE PRICE	52,500.00	
2	8/07/13 BUYER FEE	3,675.00	
3	8/07/13 VIRTUAL BID FEE	75.00	
4	8/07/13 GATE	30.00	
	NET DUE (USD)	56,280.00	COMPANY CHECK OK

Seller: _____

Damage Disclosure: This vehicle has sustained severe water damage. By tendering payment and signing this Bill of Sale you accept and recognize your obligation to disclose this type of damage to any subsequent purchaser and agree to indemnify, defend, and hold Copart and the seller harmless from all claims related to the subsequent sale of this vehicle where water damage has not been properly disclosed.

MEMBER AGREES THAT THE VEHICLE HAS BEEN SOLD "AS IS WHERE IS" WITH NO WARRANTIES.

RELEASED BY: _____ DATE _____

RELEASED TO: _____
(Print Name)

RELEASED TO: _____
(Signature)

Transporter Plate#: _____ State: _____

***** KEY FOR LOT 13905049 IN KEY BAG *e*e*e*e*e*e*e*e*e*e*e*e*e*e*

APPENDIX “5”

Date 06/07/13
Time 17:37:44

COPART
Invoice

Lot# 26998321

Seller TRAVELERS INDEMNITY CO.-BOAT Member CAR EXPRESS & IMPORT INC 520572
SOLD THROUGH COPART 333 AVE X 2ND FL
1983 MONTAUK HIGHWAY BROOKLYN, NY 11223
BROOKHAVEN, NY 11719

Phone# (631) 776-0994

Phone# (646) 725-1335

Tax ID: 061423251

Vehicle 2006 MERCEDES SL65 Vin# WD8SK79F86F113072 Row SF012
Sale 06/07/13 # 701 Yard 30 NY - LONG ISLAND

Charges and Payments:

1 06/07/13 SALE PRICE 3,120.00
2 06/07/13 BUYER FEE 375.00
3 06/07/13 VIRTUAL BID FEE 75.00
4 06/07/13 GATE 30.00

NET DUE (USD) 3,600.00 COMPANY CHECK OK

Seller: _____

Damage Disclosure: This vehicle has sustained severe water damage. By tendering payment and signing this Bill of Sale you accept and recognize your obligation to disclose this type of damage to any subsequent purchaser and agree to indemnify, defend, and hold Copart and the seller harmless from all claims related to the subsequent sale of this vehicle where water damage has not been properly disclosed.

MEMBER AGREES THAT THE VEHICLE HAS BEEN SOLD "AS IS WHERE IS" WITH NO WARRANTIES.

RELEASED BY: _____ DATE _____

RELEASED TO: _____
(Print Name)

RELEASED TO: _____
(Signature)

Transporter Plate#: _____ State: _____

***** KEY FOR LOT 13905049 IN KEY BAG *e*e*a*a*e*a*a*e*a*a*e*a*a*e

(663)5

Date 05/28/13
Time 13:45:32

COPART
Invoice

Lot# 26957854

Seller	PROGRESSIVE GA GEORGIA	Member	CAR EXPRESS & IMPORT INC	520572
	SOLD THROUGH COPART		333 AVE X 2ND FL	
	1602 ATHENS HIGHWAY		BROOKLYN, NY 11223	
	GAINESVILLE, GA 30507			

Phone# (770) 534-0850

Phone# (646) 725-1335

Tax ID: 061423251

Vehicle	2011 PORSCHE PANAMERA	Vin#	WP0AA2A75BL017399	Row	SF012
Sale	05/28/13 # 701	Yard	30 NY - LONG ISLAND		

Charges and Payments:

1 05/28/13 SALE PRICE	19,220.00	
2 05/28/13 BUYER FEE	1,675.00	
3 05/28/13 VIRTUAL BID FEE	75.00	
4 05/28/13 GATE	30.00	
NET DUE (USD)	21,000.00	COMPANY CHECK OK

Seller: _____

Damage Disclosure: This vehicle has sustained severe water damage. By tendering payment and signing this Bill of Sale you accept and recognize your obligation to disclose this type of damage to any subsequent purchaser and agree to indemnify, defend, and hold Copart and the seller harmless from all claims related to the subsequent sale of this vehicle where water damage has not been properly disclosed.

MEMBER AGREES THAT THE VEHICLE HAS BEEN SOLD "AS IS WHERE IS" WITH NO WARRANTIES.

RELEASED BY: _____ DATE _____

RELEASED TO: _____
(Print Name)

RELEASED TO: _____
(Signature)

81536

Transporter Plate#: _____ State: _____

***** KEY FOR LOT 13905049 IN KEY BAG *****