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**ORIGINAL**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**FILED**

**DOCKET NO. 15-04**

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**OCT 28 2016**

**CROCUS INVESTMENTS, LLC AND CROCUS, FZE,** Federal Maritime Commission  
Office of the Secretary

— vs. —

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

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**COMPLAINANTS' ADDITIONAL PROPOSED FINDINGS OF FACT and BRIEF**

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Complainants hereby submit the following Additional Proposed Findings of Fact, Brief and Appendix.

**ADDITIONAL PROPOSED FINDINGS OF FACT**

1. On December 12, 2013, respondents Marine Transport Logistics, Inc. ("MTL"), Aleksandr Solovyev and Royal Finance Group Inc. ("RFG") were named as defendants in a civil law suit in the U.S. District Court for the Eastern District of New York, captioned as *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – D.N.J. Docket No.: 1:13-cv-07110-SLT-RLM), (the "EDNY" matter). A copy of the Complaint from the EDNY matter is annexed hereto as Appendix "1".
2. After the close of discovery in this case, complainants were contacted directly by the plaintiffs in the EDNY matter on April 13, 2016, regarding a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 (the "Mercedes"); and (2) a 2011 Porsche Panamera, VIN ending in 7399 (the "Porsche"), which the respondents herein shipped to complainants' facility in Dubai for storage and repair.
3. The Mercedes and the Porsche are the subject of plaintiffs' claims in the EDNY matter, and are also the subject of complainants' claims herein. (See, Initial Decision, p. 19, ¶ 101).
4. The Mercedes and the Porsche are also the subject of an additional proceeding currently before the Commission captioned as *MAVL Capital, Inc., IAM & AL Group Inc., and Maxim Ostrovskiy v. Marine Transport Logistics, Inc. and Dmitry Alper* (FMC Docket No.: 16-16).
5. After the close of discovery in this case and subsequent to the first meeting of plaintiffs and complainants, the plaintiffs in the EDNY matter provided complainants herein with various documents, received by plaintiffs in the EDNY matter in response to plaintiffs' discovery demands, and also provided complainants herein with "Royal Finance Group Invoice 347110 for the sale of the Mercedes SL65 in the amount of \$3,500...", and an email from counsel for respondents herein with attachments including a bank statement, and in which counsel explains that: "The bank statement showing payment for this transaction is for \$4,950, which includes payment of the \$3,500 for the Mercedes SL65 and \$1,450 toward an motorcycle purchase unrelated to this case." A copy of said email and attachments, including the RFG invoice 347110 is annexed hereto as Appendix "2".
6. The bank statement in Appendix "2" referenced above shows a wire transfer with the printed notation "Wire from Crocus FZE" with a handwritten note next to it which reads: "Middle East Asia". (See, Appendix "2", p. 11).
7. The Master Bill of Lading, which was issued by ocean liner MAERSK when respondents shipped the Mercedes and the 2011 Porsche Panamera to Dubai identifies Middle East Asia, FZE ("MEAA") as being the consignee for receipt of the Porsche and Mercedes in Dubai. (See, Appendix "2", p.7).
8. With respect to the sum of \$4950 which as set forth above respondents have claimed, in federal Court, was for the sale of the Mercedes and motorcycle, in this proceeding the respondents

have asserted that "\$4,950 [was wired to respondents] toward the purchase of a boat trailer, for use in the anticipated shipping of the 2010 Formula Boat." (See, Initial Decision at p. 17, ¶ 89). (See, also, Respondents' Proposed Findings of Fact, dated February 11, 2016 at p.6, citing to "Royal Finance Group Invoice# 1204 AS, dated December 3, 2013, at Appendix CX 010").

9. Complainants never received Invoice 347110 from RFG nor did complainants purchase the Mercedes. (See, Certification of Alexander Safonov, dated April 13, 2016 at ¶ 6, a copy of which is annexed hereto as Appendix "3").
10. MEAA did not purchase the Porsche from the respondents. (See, Appendix "3" at ¶ 11).
11. The Porsche (together with the Mercedes) was shipped to MEAA in Dubai, at the request of respondents Aleksandr Solovyev, RFG, and MTL. (See, Appendix "3" at ¶ 12).
12. At respondents' direction and request, MEAA performed the customs clearance for these vehicles, paid customs duties, repaired and stored these vehicles. At respondents' direction and request, MEAA paid \$50,000 for the customs duties, repair and storage of the vehicles, which respondents Aleksandr Solovyev and MTL promised to repay. (See, Appendix "3" at ¶ 12).
13. After the repairs were complete, Solovyev and MTL failed to repay the \$50,000.00 to MEAA, which to date remains unpaid. (See, Appendix "3" at ¶ 12).
14. On or about May 22, 2013, MEAA purchased a 2008 Chaparral boat VIN# ending in D808 (the "Chaparral") from MTL pursuant to a Vessel Bill of Sale, a copy of which is annexed hereto as Appendix "4".
15. The Vessel Bill of Sale for the Chaparral was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL. (See, Appendix "4").
16. Solovyev's signature on the Vessel Bill of Sale for the Chaparral was acknowledged and notarized by Vadim Alper. (See, Appendix "4").
17. On or about April 30, 2013, MEAA purchased a 2011 Monterey 204 boat VIN ending in 1011 (the "Monterey") pursuant to a Vessel Bill of Sale, a copy of which is annexed hereto as Appendix "5".
18. The Vessel Bill of Sale for the Monterey was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL. (See, Appendix "5").
19. Solovyev's signature on the Vessel Bill of Sale for the Monterey was acknowledged and notarized by Vadim Alper. (See, Appendix "5").
20. On or about April 30, 2013, MEAA purchased a 2007 Four Winds boat VIN ending in E707 (the "Four Winds") pursuant to a Vessel Bill of Sale, a copy of which is annexed hereto as Appendix "6".

21. The Vessel Bill of Sale for the Four Winds was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL. (See, Appendix "6").
22. Solovyev's signature on the Vessel Bill of Sale for the Four Winds was acknowledged and notarized by Vadim Alper. (See, Appendix "6").
23. On or about June 10, 2013, MEAA purchased a 2005 Sea Ray boat Vin ending in J405 (the "Sea Ray") pursuant to a Vessel Bill of Sale, a copy of which is annexed hereto as Appendix "7".
24. The Vessel Bill of Sale for the Sea Ray was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL. (See, Appendix "7").
25. Solovyev's signature on the Vessel Bill of Sale for the Sea Ray was acknowledged and notarized by Vadim Alper. (See, Appendix "7").
26. Upon export of the Monterey to Dubai, a Customs Declaration was filed with the United Arab Emirates Federal Customs Authority that identifies AEC Cargo Services, LLC as the Clearing Agent with license number 632243. A copy of the Customs Declaration and bill of lading is annexed hereto as Appendix "8".
27. Vadim Alper is also known as Dimitry Alper ("Alper"). (See, Certification of Vadim Alper, dated June 24, 2015, a copy of which is annexed hereto as Appendix "9" at ¶ 1).
28. Alper is an attorney licensed to practice law in the States of New York and New Jersey. (Copies of the printouts from the New York and New Jersey State Court Attorney Directories are annexed hereto as Appendix "10").
29. During the relevant time period within which the events alleged in the Complaint took place, Alper was the director of operations from MTL. (See Appendix "9" at ¶¶ 6 and 13)
30. During the relevant time period within which the events alleged in the Complaint took place, Alper was the in-house counsel for MTL. (See, Verified Complaint in the matter of *Marine Transport Logistics Inc. v. Vadim Alper et al.*, Superior Court of New Jersey Docket No.: UNN-C-061-15, Verified by Alla Solovyeva on June 15, 2015, ¶¶ 12-13, a copy of which is annexed hereto as Appendix "11").
31. MTL is an international shipping company, providing freight forwarding and logistics services to customers on a worldwide basis. The range of services which MTL provides to its customers includes ocean freight forwarding, air freight forwarding, cargo warehousing, customs clearance and cargo consolidation services. (See, Appendix "11" at ¶ 11).
32. Based upon the information contained on the Vessel Bills of sale for the Chaparral and Monterey, MTL provided the UAE Federal Customs Authority, Dubai with the information needed to complete the Customs Declaration for the export of the boats from Dubai to the U.S.,

such as the prices listed on the Vessel Bills of Sale for the Chaparral (\$7900) and Monterey (\$9555). A copy of the Dubai Customs Declaration is annexed hereto as Appendix "12"

33. In the course of preparing all customs clearance paperwork, the Vessel Bills of Sale were presented *by MTL* to customs broker Fauna & Flora Customhouse Brokerage Co. Inc. ("Fauna & Flora") for customs clearance of the Chaparral and Monterey. Flora & Fauna charged MTL a \$21.95 duty for the return of the Chaparral and Monterey to the U.S. (See, Appendix to Respondents' Proposed Findings of Fact, dated February 11, 2016 at p. RX093).
34. Alla Solovyeva is the president of MTL.
35. Alper is the son-in-law of Third-Party Defendants Alla Solovyeva and Aleksandr Solovyev and occupied a unique position of trust in MTL. (See, Appendix "11" at ¶ 11) and Appendix "9" at ¶ 4).
36. Solovyev and Solovyeva are each principal and part owner of MTL. (See, "Statement of Reasons" attached to Order dated December 1, 2015 from the matter of *Marine Transport Logistics Inc. v. Vadim Alper et al.*, Superior Court of New Jersey Docket No.: UNN-C-061-15, a copy of which is annexed hereto as Appendix "13").
37. Per the affidavit of Vadim Alper, Alex and Alla Solovyeva are the owners of MTL. (See, Appendix "9" at ¶ 4).
38. World Express & Connection, Inc. ("WEC") is an international shipping company, providing freight forwarding and logistics services to customers on a worldwide basis. (A copy of the website printout from WEC's website is annexed hereto as Appendix "14").
39. The range of services which WEC provides to its customers includes ocean freight forwarding, air freight forwarding, cargo warehousing, customs clearance and cargo consolidation services. (See Appendix "14").
40. WEC is a licensed non-vessel operating common carrier ("NVOCC"), licensed by the Commission under license number 022519.
41. As listed on the Federal Maritime Commission's website and online database of licensed OTI's, WEC is a licensed Ocean Freight Forwarder ("OFF"), licensed by the Commission under license number 022519.
42. As set forth in the Federal Register, Vol.74, No.: 221, Wednesday, November 18, 2009, Respondent Solovyev was listed as the President of WEC in its application for an NVOCC license and Raya Bakhirev was listed as the General Manager and Qualifying Individual in the application. A copy of the relevant page from the Federal Register is annexed hereto as Appendix "15".

43. Respondent Solovyev is identified as "President" of WEC on an Amended Certificate of Incorporation filed New Jersey Secretary of State, a copy of which is annexed hereto as Appendix "16".
44. The Title Page of MTL's published tariff states that it is located at 63 Hook Road, Bayonne, New Jersey, with fax number 201-858-8607. A copy of the cover page is annexed hereto as Appendix "17".
45. The Title Page of WEC's published tariff states that it is located at 63 Hook Road, Bayonne, New Jersey, with fax number 201-858-8607. A copy of the cover page is annexed hereto as Appendix "18".
46. During the relevant time period within which the events alleged in the Complaint took place, the domain name "mtlworld.com" is and was registered to MTL. A copy of the WHOIS Domain Name registration for MTL is annexed hereto as Appendix "19".
47. The internet website address for WEC is <http://www.worldexpress.us>. (See, Appendix "14").
48. During the relevant time period within which the events alleged in the Complaint took place, the domain name "worldexpress.us" is and was registered to MTL as "Registrant Organization". (A copy of the WHOIS Domain Name registration for WEC is annexed hereto as Appendix "20").
49. During the relevant time period within which the events alleged in the Complaint took place, the domain name "worldexpress.us" is and was registered to ALLA SOLOVYEVA as "Registrant Name". (See, Appendix "20").
50. The internet website address for Car Express is <http://www.carexpress.us>. (A copy of the website printout from Car Express' website is annexed hereto as Appendix "21").
51. During the relevant time period within which the events alleged in the Complaint took place, the domain name "carexpress.us" is and was registered to MTL as "Registrant Organization". (A copy of the WHOIS Domain Name registration for Car Express is annexed hereto as Appendix "22").
52. As set forth in the Minutes of Directors Meeting of WEC dated March 21, 2016, Alla Solovyeva serves as the Corporate Secretary of WEC. The meeting minutes bear the fax header information of MTL. A copy of the Minutes are annexed hereto as Appendix "23".
53. WEC engages in U.S. Customs Brokerage and Freight Forwarding. A copy of the Service Terms from WEC is annexed hereto as Appendix "24".
54. On April 1, 2016 the Commission published a notice indicating that the qualifying individual on the NVOCC and OFF license for WEC had been changed from Raya Bakhirov to Roman Chernin, a copy of which is annexed hereto as Appendix "25".

55. During the relevant time period within which the events alleged in the Complaint took place, Raya Bakhirev was employed by MTL as an accountant/payroll specialist. (A printout of Ms. Bakhirev's LinkedIn profile listing her employment at MTL from "May 2002 – Present" is annexed hereto as Appendix "26").
56. WEC issued a Vehicle Receipt/Inspection Sheet for the 2006 Mercedes SL65 which states that: "Without a contract between WEC and the non-vessel operating carrier used by the customer for ocean transportation which provides for a period of free storage for Customer's vehicles, Customer is responsible to pay a (I) storage charge of \$10 a day from 1st day of delivery until vehicle pick up date; (II) storage charge of \$20 a day for oversize vehicle or boat." (A copy of the Vehicle Receipt/Inspection Sheet is annexed hereto as Appendix "27").
57. As set forth in the Federal Register, Vol. 65, No.: 76, Wednesday, April 19, 2000, Respondent Solovyev was listed as a Qualifying Individual for MTL Worldwide Agency Inc. in an application for an NVOCC License (and which identifies him as President of said company). See Appendix "28".
58. As set forth in the Federal Register, Vol. 68, No.: 195, Wednesday, October 8, 2003, MTL Worldwide Agency Inc. (NVOCC License No.: 16763) had its NVOCC license revoked as of August 30, 2003 for failure to maintain a valid bond. See Appendix "29".

### ARGUMENT

#### **I. RESPONDENT SOLOVYEV HELD HIMSELF OUT AS MANAGER OF MTL, AND HIS EXTENSIVE EXPERIENCE AS AN OTI AND QUALIFYING INDIVIDUAL FOR TWO OTHER OTI'S ESTABLISH THAT HE WAS ACTING AS AN OCEAN FREIGHT FORWARDER WITHOUT A LICENSE AND IN VIOLATION OF THE SHIPPING ACT**

##### **Solovyev Was Intimately Involved in the Activities of MTL and WEC**

Newly discovered facts establish that:

- During the relevant time period within which the events alleged in the Complaint took place, Solovyev held himself out as the "General Manager" of MTL, an OTI, not a mere agent;
- During the relevant time period within which the events alleged in the Complaint took place, Solovyev and his wife Alla Solovyeva were each principal and part owner of MTL;
- WEC is an OTI. Solovyev admits that during the relevant period of time, he was the owner of WEC. WEC is not a mere warehouse.
- During the relevant time period within which the events alleged in the Complaint took place, Raya Bakhirev was listed as the General Manager and Qualifying Individual for WEC and at the same time was employed by MTL as an accountant/payroll specialist.

- Solovyev was the President and Qualifying Individual (“QI”) of former NVOCC MTL Worldwide Agency Inc. up to and including August of 2003, and was therefore someone with extensive experience in the industry as an OTI.

Based upon the foregoing and as set forth below, Solovyev purposely and unjustly acted as both principal and agent in the same moment to the extent that Solovyev and Car Express & Import, Inc. must be held to account under the Shipping Act. Unlike, Landstar, cited below, this is a case where the agent actually performed freight forwarder services, arranging warehousing, and engaged in an obfuscation to falsely label Car Express & Import, Inc. and Solovyev as agents when they are in fact wearing the hat of agent and principal simultaneously. *See Landstar Express Am., Inc. v. FMC*, 569 F.3d 493, 495, 386 U.S. App. D.C. 336, 338, 2009 U.S. App. LEXIS 13940, \*3 (D.C. Cir. 2009) Solovyev and Car Express & Import, Inc. seek to mislead the Presiding Officer into believing that a label is dispositive. That cannot be the case and the record before the Presiding Officer is incomplete. To avoid an unjust result it should be reopened.

**Vadim Alper Confirmed That MTL Had Sold the Subject Boats to Complainants and That Solovyev Had Not Acted Merely as “Agent” of MTL**

Newly discovered facts further establish that Vadim Alper, also known as Dimitry Alper (“Alper”) was the In-House General Counsel for MTL, as well as its Director of Operations, occupying a unique position of trust at MTL. Alper is also the son-in-law of respondent Solovyev and Solovyeva. With respect to the subject shipping transactions from which this matter arises, Alper notarized respondent Solovyev’s signature on the Vessel Bills of Sale for the Monterey, and Chaparral (and numerous other Vessel Bills of Sale which are not the subject of these proceedings) which complainants purchased from Solovyev/MTL, and on which Solovyev is identified in his individual capacity as “General Manager” of MTL. It is also notable the acknowledgements on the Vessel Bills of Sale which Alper notarized state that Solovyev was “personally” known to Alper as “General Manager of Marine Transport Logistic a State of New Jersey Corporation.”

The newly discovered facts set forth above establish that Solovyev held himself out to be General Manager of MTL and this was confirmed by Alper notarizing the acknowledgement on the Vessel Bills of Sale, said acknowledgments specifically identifying Solovyev as General Manager of MTL. MTL's creation and issuance of the Vessel Bills of Sale to complainants were part of a regular course of business. The Vessel Bills of Sale were accompanied by the titles for the subject boats when they were issued to complainants.

**Alla Solovyeva As Co-Owner and President of MTL Is Also Inextricably Linked To Solovyev and WEC**

While it is undisputed that Alla Solovyeva is and was an owner of MTL (together with her husband as set forth above), newly discovered facts establish that she also served as the Corporate Secretary of WEC. Additionally, and during the relevant time period within which the events alleged in the Complaint took place, the domain name "mtlworld.com" (MTL's website) was registered to MTL, as well as the domain name "worldexpress.us" (WEC's website). Further, during the relevant time period within which the events alleged in the Complaint took place, the domain name "worldexpress.us" was registered to Alla Solovyeva as "Registrant Name", and the domain name "carexpress.us" is was registered to MTL as "Registrant Organization".

The foregoing serves to further highlight the fact that respondent Solovyev, and his wife Alla Solovyeva were acting in concert with respect to the operations of MTL, WEC, and RFG. These two individuals had complete dominion and control over the corporate entities, which, as set forth in detail below, should be treated as one and the same by the Commission for purposes of ascertaining whether the Commission has jurisdiction over complainants' claims herein.

**Raya Bakhirov as the "General Manager" of WEC during the Subject Time Period Was Under the Control of Solovyev and MTL**

The newly discovered facts set forth above establish that during the relevant time period within which the events alleged in the Complaint took place, one Raya Bakhirov was the General Manager of WEC and was listed as the QI on WEC's application with the Commission for an NVOCC and OFF license. Simultaneous with her role at WEC, Ms. Bakhirov was employed by Solovyev, Soloveyva and MTL as an "accountant/payroll specialist" which establishes that regardless of her status as "General Manager" of WEC, she was under the control of Solovyev and MTL, and further, that Solovyev was the *de facto* "Principal" of WEC.

**II. SOLOVYEV OPERATED IN THE CAPACITY OF OCEAN FREIGHT FORWARDER WITH RESPECT TO THE SUBJECT SHIPMENTS AND IN DOING SO, VIOLATED THE SHIPPING ACT**

As set forth below, the newly discovered facts establish that respondent Solovyev operated in the capacity of OFF, and not merely as "agent" of MTL with respect to the transport of the Monterey and Chaparral boats from the United States to Dubai, as well as during their transport back to the United States from Dubai, and in the course of doing so, violated the Shipping Act.

Additionally, and with respect to the Formula, the newly discovered facts establish that the Formula was placed into the custody and control of Solovyev/MTL *solely* for purposes of export (charging complainants \$500 for the preparation of "Shipping Documents" as admitted to by respondents in paragraph "18" of their Answer to the Complaint), which would have a material impact on the Presiding Officer's determination that MTL's tariff was not applicable to storage of the boat (and which complainants respectfully submit *should* apply), and pursuant to which MTL was authorized to charge only \$20 per day for storage. As explained below, the reason that the boat remained in storage is that it was waiting for a trailer for purposes of export, and that would have been undertaken by the MTL/Solovyev group. It was only *after* the boat sat in storage *for*

approximately four months,<sup>1</sup> that Solovyev, for the first time,<sup>2</sup> purported that the boat could not be exported unless a trailer was secured for it, and notwithstanding that Solovyev collected monies for the trailer months prior, he charged complainants a *second* time for the trailer which was ultimately never provided.

Specifically, and in that the newly discovered facts establish that Solovyev is an *owner* of MTL and in direct control of MTL, reopening the proceedings for purposes of taking additional evidence on this issue may affect the Presiding Officer's application of *Landstar Express America Inc. v. Federal Maritime Commission*, 569 F.3d 493, 499 (D.C. Cir. 2009) on the issue of whether or not the prohibitions set forth in Section 40901 of the Shipping Act apply to Solovyev.

Additionally, the newly discovered facts establish that Solovyev operated in the capacity of OFF with respect to the Formula, which was purchased by Solovyev for complainants and delivered to Solovyev's warehouse (as arranged *solely* by Solovyev) for purposes of export to Dubai. The newly discovered facts also establish that Solovyev collected monies from complainants for "Shipping Documents" in the amount of \$500 for the Formula<sup>3</sup> and for which he undertook the responsibility of immediately preparing for shipment (via containerization or securing by a special trailer so that it could be loaded onto an ocean liner for transport). As explained above, Solovyev did not raise the issue of the need for a trailer until approximately four months after the boat was placed into storage at his warehouse. Solovyev's deliberate failure to

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<sup>1</sup> The Presiding Officer states that "In November 2013 Solovyev told Safonov he found a trailer for the Formula but Safonov did not like the trailer" (See, ID at p. 17, ¶ 83).

<sup>2</sup> Safonov testified during his deposition that Solovyev "initially" found a trailer in November which Safonov did not like (See, Deposition Testimony of Alexander Safonov, dated December 3, 2015, p. 64/ln. 16-20, annexed to Respondents Proposed Findings of Fact and appendix as page "RX72")

<sup>3</sup> See Respondents Answer to the Complaint, dated July 10, 2015, ¶ "18".

secure a trailer for the Formula was a violation of the Shipping Act, and the additional facts also establish that Solovyev collected monies *twice* for the trailer that was *never provided*.

Complainants respectfully submit that Solovyev's purpose in acting in this manner and failing to provide a trailer was twofold: (1) to allow him to keep the Formula in his custody and control as "security" or "collateral" until such time that the complainants were able to sell the Mercedes and Porsche that Soloveyv shipped to complainants' facility in Dubai, and then send Solovyev the proceeds of said sale; and (2) to allow Solovyev to be in a position where he could "jack up" storage fees and ultimately refuse to release the boat unless complainants agreed to pay storage charges in an amount approximately equal to the value of the boat.

These additional facts have a material impact on the section of the ID in which the Presiding Officer had found that Solovyev had been acting merely as an agent for MTL and subject to the exceptions to Section 40901 of the Shipping Act as provided for in *Landstar, supra*.

46 CFR §515.2 reads in relevant part, as follows:

Freight forwarding services refers to the dispatching of shipments on behalf of others, in order to facilitate shipment by a common carrier, which may include, but are not limited to, the following:

- (1) Ordering cargo to port;
- (2) Preparing and/or processing export declarations;
- (3) Booking, arranging for or confirming cargo space;
- (4) Preparing or processing delivery orders or dock receipts;
- (5) Preparing and/or processing ocean bills of lading;
- (6) Preparing or processing consular documents or arranging for their certification;
- (7) Arranging for warehouse storage;
- (8) Arranging for cargo insurance;

- (9) Clearing shipments in accordance with United States Government export regulations;
- (10) Preparing and/or sending advance notifications of shipments or other documents to banks, shippers, or consignees, as required;
- (11) Handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of shipments;
- (12) Coordinating the movement of shipments from origin to vessel; and
- (13) Giving expert advice to exporters concerning letters of credit, other documents, licenses or inspections, or on problems germane to the cargoes' dispatch.

It is well settled that an ocean freight forwarder "is an entity that arranges transportation of goods on behalf of a shipper from a United States location to an overseas location. The freight forwarder, acting as the *shipper's* agent, takes delivery of the goods, routes them to their destination, prepares documentation, arranges for any necessary storage, and completes any other tasks relating to the movement of the goods. Freight forwarders *must be licensed by the Federal Maritime Commission...* and are strictly regulated...". See, *United States v. Ventura*, 724 F.2d 305, 306, 1983 U.S. App. LEXIS 14524, \*3-4, 1984 AMC 645 (2d Cir. N.Y. 1983).

It is additionally well settled that in order to discern whether a party has acted as an ocean freight forwarder or a non-vessel operating common carrier, a Court may consider the following factors: (1) the way the party's obligation is expressed in documents pertaining to the agreement; (2) the history of dealings between the parties; (3) issuance of a bill of lading; and (4) how the party made its profit and, in particular, whether the party acted as 'agent of the shipper . . . procuring transportation by carrier and handling the details of shipment for fees which the shipper paid in addition to the freight charges of the carrier utilized for the actual transportation. See, *Zima Corp. v. M. V. Roman Pazinski*, 493 F. Supp. 268, 273 (S.D.N.Y. 1980) (quoting *Chicago, Milwaukee,*

*St. Paul & Pacific R.R. Co. v. Acme Fast Freight, Inc.*, 336 U.S. 465, 484, 69 S. Ct. 692, 93 L. Ed. 817 (1949)); *Ca' de Be' Imps., Inc. v. Zim-American Israeli Shipping Co.*, 2006 U.S. Dist. LEXIS 127, 2006 WL 23547 (E.D. Pa. 2006).

As set forth in the ID, it is undisputed that Solovyev performed various OFF tasks set forth above with respect to the export of the Monterey and Chaparral from the United States to Dubai, as well as from Dubai back into the United States after the boats were repaired in Dubai. Among other things, Solovyev arranged for warehouse storage, provided documents for clearance of the boats through UAE Customs on export and through U.S. Customs upon return from Dubai (including among other things the Vessel Bills of Sale), and handled (via RFG) the payment of ocean freight and other monies, including customs duties, from complainants. Additionally, and with respect to the Formula, Solovyev's OFF duties included the providing of expert advice to the complainants, for example, advice on the need for properly container for loading the Formula onto an ocean liner, or for a trailer so that the Formula could be exported to Dubai. At the time that the Formula was placed into Solovyev's custody and control for export, Solovyev also collected \$500 for preparation of "Shipping Documents".

In performing all of these duties, Solovyev acted as "agent" of the *complainants* herein, and *not* as "agent" of MTL, in that *Solovyev is MTL* (as owner of MTL) as established by the newly discovered facts.

**While Acting in the Role of OFF, Solovyev Breached His Fiduciary Duty to the Complainants**

One of the central issues to this proceeding which the new evidence will serve to better inform the Presiding Officer is whether Solovyev, while acting as an OFF, had a fiduciary duty to the complainants. It is respectfully submitted that this question must be answered in the affirmative. To the extent that Solovyev breached his fiduciary duties to the complainants, the

newly discovered facts would aid the Presiding Officer in determining whether or not Solovyev's breach of his duties should be imputed to respondent MTL. It is additionally respectfully submitted that this question must be *also* answered in the affirmative.

Courts have routinely held that "a shipper retains a freight forwarder because of the freight forwarder's expertise in securing the dispatch of cargo to a foreign destination. Because of this expertise and the freight forwarder's greater access to information from NVOCCs and VOCCs, the shipper relies on the freight forwarder's representations regarding the suitability, efficiency, and economy of using certain carriers, the availability of ships, and other matters relating to the shipment. Moreover, because of the shipper's inability to monitor every step in the shipping process, the freight forwarder must often make arrangements for shipment details without express approval for these arrangements from the shipper. The freight forwarder thus exercises considerable control over the transport-related decisions of the shipper." *See, United States v. Ventura*, 724 F.2d 305, 310-11 (2d Cir. 1983).

The relationship between a shipper as principal and freight forwarder as agent has been described to be a fiduciary relationship of the "greatest trust and fidelity" where the freight forwarder "has the obligation of trying to obtain for the shipper the cheapest and the most efficient and most economical transportation that he can." *Id.* Recognizing the nature of this relationship, courts have described freight forwarders as "agents of the shipper" for the purposes of arranging cargo transport, *United States v. American Union Transport, Inc.*, 327 U.S. 437, 443, 66 S.Ct. 644, 647, 90 L.Ed. 772 (1946), and as, essentially, "export departments for their shipper clients," *New York Foreign Freight Forwarders and Brokers Ass'n v. Federal Maritime Comm'n*, 337 F.2d 289, 292 (2d Cir.1964), *cert. denied*, 380 U.S. 910, 85 S.Ct. 893, 13 L.Ed.2d 797 (1965).

As set forth in detail herein, it is clear that Solovyev was retained by complainants, with whom complainants solely dealt with on an exclusive basis regarding the securing of dispatch of the boats to a foreign port abroad, and also for the return of the subject boats to the U.S. Because of Solovyev's expertise and his access to information from NVOCCs and VOCCs, complainants relied on Solovyev's representations regarding the suitability, efficiency, and economy of using certain carriers, the availability of ships, and other matters relating to the shipment. For example, and as explained in detail below, complainants relied upon Solovyev's expertise when it came to the requirements for exporting the Formula boat which Solovyev purchased on behalf of complainants and had delivered to his warehouse in preparation for export.

To the extent that Solovyev purported to hold himself out "to the public" to be an "agent" of MTL, it is submitted that any breach of his fiduciary duty would be imputed to MTL as Solovyev's principal. It is well settled that the acts of an agent are imputed to the principal if the principal adopts the unauthorized act of his agent in order to retain a benefit for himself. *See, In re S. African Apartheid Litig.*, 633 F. Supp. 2d 117 (S.D.N.Y. 2009). *See, also Apollo Fuel Oil v. United States*, 195 F.3d 74 (2d Cir. 1999); (when agent is employed to perform certain duties for his principal and acquires knowledge material to those duties, agent's knowledge is imputed to principal).

**Solovyev as OFF for Shipment of the Monterey and Chaparral from the United States to Dubai**

With respect to the export of the Monterey and Chaparral from the United States to Dubai, it is undisputed that Solovyev was responsible for the receipt of the boats at MTL's warehouse (arranged for their storage at the warehouse pending export overseas) and *personally* undertook the responsibility for loading the boats and consolidating them into a container. Solovyev, via RFG (which is a company owned and controlled *solely* by Solovyev) collected monies for loading,

shipping, the preparation of shipping documentation, as well as a “commission” of between \$400 to \$450 for each boat.

It is additionally undisputed that the sums set forth in the RFG invoices for the services provided by Solovyev were in excess of the amounts that MTL could lawfully charge for such services in its published tariff, *as no such evidence exists on the record to the contrary*. Additionally, and to the time of this writing, it remains *unclear* as to whom Solovyev/RFG collected these monies for. By way of illustration, there is no evidence on the record that Solovyev/RFG transferred monies to MTL for loading/shipping to Dubai, and “documentation” (whatever this is meant to mean).

Further, and with respect to the “commission” collected by Solovyev/RFG, this is something that Solovyev/RFG (on behalf of MTL) could not lawfully charge for. On the issue of the lack of financial discovery regarding RFG, the Commission is respectfully referred to pages 29-32 of the May 13, 2016 Oral Argument Transcript where the Presiding Officer noted that the issue of financial discovery and the manner in which RFG distributed finds was an issue that needed to be addressed. On this issue, it is also submitted that the record before the ALJ was incomplete and should be reopened. In light of these overcharges, Solovyev, through his alter ego RFG violated his duties as OFF by unlawfully collecting monies from complainants in the amounts either in excess of that set forth in MTL’s published tariff, or not found in the tariff at all.

**Solovyev as OFF for Shipment of the Monterey and Chaparral from Dubai back to the United States**

*The Vessel Bills Of Sale Establish That Solovyev Performed Customs Clearance, Engaged in Unloading and Other OFF Activities for the Subject Boats*

As set forth herein, Solovyev acted as *local* or *regional* OFF on behalf of complainants with respect to the return of the Monterey and Chaparral from Dubai to the United States. At the time of the return of the boats to the United States, MTL was already in possession of the Vessel

Bills of Sale and other related shipping paperwork which Solovyev presented to the customs broker (Flora & Fauna) and which were required to establish that the boats were American goods being returned to the U.S.<sup>4</sup> MTL was also listed as the “notify” party on the ocean liner bill of lading for the boats. These are services that AEC Cargo Services LLC (“AEC”), identified in the ID as the “freight forwarder” on the ocean liner bill of lading, could not provide in that AEC was the overseas licensed agent of complainants, without which complainants could not export the boats from Dubai.

The fact that Solovyev had acted in the capacity of OFF (“regionally” within the United States and jointly together with AEC) with respect to the shipment of complainants’ boats from Dubai to the United States was admitted and confirmed by MTL’s President, Alla Solovyeva, who explained during her deposition that AEC was the “regional shipper” (alternatively stated, as the OFF solely to the extent that the transaction was governed by the law of Dubai) as follows:

“...Every country has its own rules, and you, as an individual, are not allowed to send anything out of the country in Dubai. I believe so. Without a proper party. And I believe that the proper party in this case is supposed to be a company. **Usually this company is the agent, and it is a proper agent with the agent license overseas. So this agent was with the agent's license overseas, can file electronically shippers export declaration, and then if-in this case, they can act as the regional shipper when the cargo is coming back.**” (See, Deposition Transcript of Alla Solovyeva of November 19, 2015 annexed to Respondents’ Appendix on page RX23, Transcript p. 71/ln.11-25) (emphasis added).

In accordance with the foregoing, it was indeed AEC that filed the Shipper’s Export Declaration for the two boats with the United Arab Federal Customs Authority in Dubai.<sup>5</sup>

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<sup>4</sup> Under U.S. Customs Rules and Regulations this must be done 48 hours in advance of the arrival of the cargo to the U.S. as noted by the Presiding Officer on pages 70-71 of the May 13, 2016 Oral Argument Transcript.

<sup>5</sup> The Commission is asked to take note of the UAE customs declaration which was filed when MTL had initially been involved in exporting the boats to Dubai. This indicates that Solovyev was familiar with and had selected AEC Cargo Services LLC to be the clearing agent when the boats were exported by MTL. (See, Appendix “8”). This also indicates that MTL and Solovyev were involved with the return of the boats to the U.S. in that AEC was the OFF on the ocean liner bill of lading for the import of the boats to the U.S. after they had been repaired in Dubai. (See, Appendix “12”).

Alla Solovyeva further admitted to having performed the duties of an OFF upon arrival of the subject boats with respect to the unloading of said boats at the port in New York:

“...So whether my company is the consignee or the agent for the import, my job is to unload the cargo, to act as the proper agent and provide with the unloading...” (See, Deposition Transcript of Alla Solovyeva of November 19, 2015 annexed to Respondents’ Appendix on page RX24, Transcript p. 75/ln.16-20)

Consequently, and in that the shipment was initiated in Dubai, and under the rules and regulations of the UAE, it made perfect sense for AEC, as “regional” shipper or “regional” OFF to be listed as the freight forwarder on the ocean liner bill of lading for the shipment of the two boats from Jebel Ali to New York. Additionally, these facts do not conflict with respondents herein having acted as the “regional” OFF in the United States and thus “regionally” responsible for the ocean transport of the cargo and delivery to its ultimate point of destination, to wit: respondents’ warehouse.

**Solovyev, as Freight Forwarder, Breached His Duties to the Complainants With Respect To the Trailer for the Formula**

Respondent Solovyev’s unlawful actions fall within the jurisdiction of the Commission in that as set forth below, Solovyev was acting in the capacity of freight forwarder with respect to the 2010 Formula 34 PC boat. During the course of carrying out his responsibilities as freight forwarder, he breached his duty (including the duty of good faith and fair dealing) to the complainants, resulting in his violation of the Shipping Act.

The new evidence establishes that respondents violated §41102 of the Act by collecting monies for services related to export of the Formula, such as the procuring of a boat trailer and preparation of shipping documentation but failed to provide any services. See, Alexandre Kaminski v Keystone Limited, (6/23/93, FMC) Informal Docket No. 1739(I) (shipping company that collected money from customer but failed to provide any services in return violated former 46

USCS Appx § 1709(d)(1)); Corpco International, Inc. v Straightway, Inc., (6/8/98, FMC) Docket No. 97-05 (violation of former 46 USCS Appx § 1709(d)(1) may be found where non-vessel-operating common carrier (NVOCC) has agreed to ship cargo and has been paid to do so, but cargo cannot be delivered because NVOCC's agents refuse to issue negotiable bill of lading required to secure delivery).

*The Fact That the Formula Was Temporarily Placed Into Storage by Complainants Does Not Change the Character of the Shipment - - The Formula Was Destined For Export*

It is well settled that that, in determining whether a particular movement of freight is interstate or intrastate or foreign commerce, the intention existing at the time the movement starts governs and fixes the character of the shipment. *See, State of Texas v. Anderson, Clayton & Co.*, 92 F.2d 104 (5th Cir. 1937); (shipper intended cotton for export when cotton sent from Rochester, Texas to Houston; thus not an intrastate shipment). Temporary stoppage within the state, made necessary in furtherance of the interstate carriage, does not change its character. *Id.* (shipper intended cotton for export when cotton sent from Rochester, Texas to Houston; thus not an intrastate shipment), cert. denied, 302 U.S. 747, 58 S. Ct. 265, 82 L. Ed. 578 (1937). *See also, Swift Textiles, Inc. v. Watkins Motor Lines, Inc.*, 799 F.2d 697, 698 (11th Cir. 1986) (finding that “nature of a shipment” is determined by the “intention formed prior to shipment” pursuant to which the property is carried to a selected destination by a continuous or unified movement).

Against the backdrop of the foregoing case law and as explained below, it is respectfully submitted that Solovyev's actions with respect to the Formula were indeed a violation of the Shipping Act, and that the fact that the Formula was placed into storage temporarily pending export to Dubai, does not abrogate from the Commission's jurisdiction over this particular shipment. The Commission is additionally respectfully urged to take note of the fact that respondent, Solovyev

did not charge the complainants any sales tax for the sale of the boat in light of the parties understanding and intent that the boat be exported to Dubai.<sup>67</sup>

A seminal case on point applying the “intent” test is *N. Carolina Utilities Comm'n v. United States*, 253 F. Supp. 930, 933 (E.D.N.C. 1966) (three-judge district court). In *NCUC*, a retail hardware chain received an order of iron and steel products from Belgium for distribution to eight retail stores located in various inland North Carolina cities. The order arrived by ocean carrier at the port of Wilmington, N.C. and was stored in facilities owned by the State Ports Authority for several days while the retail chain conducted an updated inventory needs determination at its various outlets. The goods then were loaded onto trucks and shipped under new bills of lading to each of the eight stores. The issue before the Court was whether the transportation by truck “from Wilmington to the various inland cities was intrastate or a “continuation of foreign commerce.” The Court applied a “totality of the circumstances test, citing to *Atlantic Coast Line R.R. Co. v. Standard Oil Co.*, 275 U.S. 257, 268–69, 48 S. Ct. 107, 110, 72 L. Ed. 270, 275 (1927), and held that the truck shipments represented a “continuation of foreign commerce” because they were intended to be part of the larger Belgium to inland North Carolina import shipment.

It is additionally respectfully submitted that the period *prior to loading* is governed by maritime law, i.e. The Harter Act. The Harter Act applies to those extended periods of time *before and after* the loading of the cargo on board the vessel and the unloading from the vessel. 1-4 Goods in Transit § 4.02 (2015); 46 U.S.C. § 190–194 recodified at 46 U.S.C.S. § 30701–30707. It is well settled that the Harter Act applies to international shipments. *See, e.g. Fed. Ins. Co. v.*

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<sup>6</sup> See, ID at p. 16, ¶¶ “76” and “79” where the Presiding Officer explains that RFG sent invoice 1189AT to complainants for the purchase of the Formula and that complainants were charged \$56,280 for the Formula, plus \$3,500 for delivery and \$12,000 for loading/shipping to Dubai.

<sup>7</sup>See also, corresponding RFG invoice 1189AT annexed to Complainants Proposed Findings of Fact, Brief, and Appendix, dated January 15, 2016 at appendix p. CX009.

*Great White Fleet (US) LTD.*, 2008 U.S. Dist. LEXIS 58461, \*29, 2009 AMC 447 (S.D.N.Y. 2008).

*Soloveyv's Breach of His Breach of His Duty of Good Faith and Fair Dealing*

In the first instance, the Commission is further respectfully requested to take note of the admission made by respondents in paragraph "18" of their Answer herein in which respondents admit that on August 13, 2013: "complainant wire transferred \$5000.00 to RFG, which reflected payment of \$4,500 for a trailer upon which the boat would be secured and a \$500 shipping documentation charge."<sup>8</sup> (The Wire Transfer Notice for the \$5000 is included in complainants' CX 114). Additionally, the \$500 shipping documentation charge collected by Soloveyev establishes that *funds were collected for preparation of shipping documentation to send the Formula to Dubai.*

*Respondents' Inconsistent Statements in Two Different Forums Regarding the Wire of \$4950.00 from Complainants to the Respondents*

The newly proposed facts set forth above are also relevant and material to the Presiding Officer's findings of fact (#'s 83, 84, and 86) and resultant conclusions regarding the boat trailer for the Formula, which Soloveyev claims to have located for complainants and for which complainants wired to respondents the additional sum of \$4950.00. The foregoing establishes that not only did Soloveyev receive the funds for the trailer for the Formula in August of 2013 and kept them for over four months without purchasing the trailer, they further establish that Soloveyev *collected funds twice for the trailer*, as explained by the Presiding Officer on page "5" of the Initial Decision, that "[o]n December 4, 2013, Crocus FZE wired \$4,950 to RFG to pay for boat trailer 2005 NTTRL VIN LW95151."

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<sup>8</sup> In order to avoid confusion, paragraphs "15" through "18" of the Complaint in this matter all make reference specifically to the Formula.

As set forth below, Solovyev made misrepresentations to Complainants in order to justify keeping the Formula in storage for two reasons: (1) to keep the boat in storage as "security" until the Mercedes and Porsche (shipped to Dubai by respondents) were sold in Dubai and the proceeds of the sales of the vehicles were wired to respondents; and (2) to justify the excessive storage charges now levied upon complainants by Soloveyv via WEC, which is a licensed NVOCC and OFF under the exclusive control of Solovyev. The Commission is respectfully asked to take note of the fact that the dispute regarding the Mercedes and Porsche, as well as respondents' inconsistent statements in two different forums is currently the subject of a proceeding before the Commission captioned as *MAVL Capital, Inc., IAM & AL Group Inc., and Maxim Ostrovskiy v. Marine Transport Logistics, Inc. and Dimitry Alper* (FMC Docket No.: 16-16).

46 CFR §515.31 reads, in relevant part, as follows:

No licensee shall prepare or file or assist in the preparation or filing of any claim, affidavit, letter of indemnity, or other paper or document concerning an ocean transportation intermediary transaction which it has reason to believe is false or fraudulent, nor shall any such licensee knowingly impart to a principal, shipper, common carrier or other person, false information relative to any ocean transportation intermediary transaction. ... (i) Accounting to principal or shipper. Each licensee shall account to its principal(s) or shipper(s) for overpayments, adjustments of charges, reductions in rates, insurance refunds, insurance monies received for claims, proceeds of C.O.D. shipments, drafts, letters of credit, and any other sums due such principal(s) or shipper(s).

Annexed hereto as Appendix "2" (page "10") is the Royal Finance Group Invoice 347110, which respondents have asserted (via their same counsel herein) in the lawsuit pending in the Eastern District of New York, was for the sale of the Mercedes SL65 to Middle East Asia Alfa in the amount of \$3,500..." and an email from counsel for respondents explaining that: "The bank statement showing payment for this transaction is for \$4,950, which includes payment of the \$3,500 for the Mercedes SL65 and \$1,450 toward an motorcycle purchase unrelated to this case."

As set forth above, it has been established that those very same funds were identified herein for the purchase of the boat trailer for the Formula. Respondents' inconsistent statements in two

different forums regarding the purpose of the wire for \$4950.00 demonstrates that Solovyev never had any intention of locating a trailer and in fact never did so. While the Presiding Officer noted, in finding of fact number "84" that "[i]n December 2013, Solovyev found another trailer for the Formula that Safonov found acceptable (RX 72 (Dep. of Safonov 64:20-24)...". This finding of fact was based *solely* upon complainants' deposition testimony which explained that Solovyev emailed complainants photos of a trailer which complainants found "good or proper" and "suitable".

Aside from complainants' deposition testimony regarding receipt of photos of the trailer, there is no evidence on the record other than the invoice created by RFG for the purported sale of the trailer to complainants which supports a finding that a trailer was ever purchased by Solovyev. Absent from the record is any purchase invoice from RFG or the other respondents for the purchase of the trailer, proof of payment by respondents to the seller of the trailer, no title or any other documentation that respondents actually purchased same. In light of the fact that respondents now claim in Federal Court that the wire of \$4950.00 was allegedly for the sale of the Mercedes to complainants, this information may have a material impact on the Presiding Officer's decision that Solovyev did not violate the Shipping Act.

The Commission is additionally respectfully urged to take note of the deposition testimony of complainants via Alexander Safonov on the issue of respondent Solovyev's intent to keep the Formula in storage under respondents' sole exclusive custody and control so that it would serve as "security" until the Porsche and Mercedes were sold:

- Q. After February 2014, did you speak with Andrey or anybody else at Middle East about the Formula?
- A. Yes, with Andrey.
- Q. Do you remember when you had the communication with Andrey?
- A. I spoke with him almost every day.

Q. Do you remember what the substance or the details of your communications with Andrey were regarding the Formula?

A. At first, I asked Andrey why Mr. Solovyev does not respond on my request - letter request - to ship Formula to Miami. Andrey told me that Solovyev is going not to respond, or be quiet and ignore your request until we sell two cars that belong to Solovyev, Porsche and Mercedes.

(See Deposition Transcript of Alexander Safonov dated December 3, 2015 annexed to Respondents' Appendix on page "RX73", Transcript pages: p. 66/ln. 13-25; p. 67/ln. 1-3)

### III. MTL VIA ITS ALTER EGO WEC VIOLATED THE SHIPPING ACT BY ISSUING INVOICES FOR STORAGE AT RATES CONTRARY TO THEIR POSTED TARIFFS

The additional facts set forth above support a finding that there is indeed an interlocking relationship between Aleksandr Solovyev, MTL, RFG, and WEC, it is respectfully submitted that the additional facts would also have a material impact upon the Presiding Officer's prior ruling that MTL had not violated the Shipping Act with respect to charging excessive storage fees for the Monterey, Chaparral, and Formula. While the Formula is addressed in this brief in the preceding sections, with specific regard to the Chaparral and Monterey upon arrival in the U.S. from Dubai, complainants agree that MTL did not have an applicable tariff for the storage of the boats and that MTL had the right to designate a warehouse as contemplated by its tariff.

On Page "24" of the Initial Decision, the Presiding Officer explained as follows with respect to the Monterey and Chaparral upon their arrival to the United States:

**MTL's tariff provides that MTL's container freight station/container yard "may be a designated warehouse." If it were determined that MTL operated as a common carrier when the boats were transported from Dubai to the United States, storing the boats in the World Express Warehouse is contemplated by MTL's tariff.**

On page "26" of the Initial Decision, the Presiding Officer explained as follows with respect to the Monterey and Chaparral upon their arrival to the United States:

Complainants also contend that MTL "failed to establish, observe, and enforce just and reasonable regulations and practices...(3) by issuing invoices for storage at rates contrary [to] its posted tariffs." (Complainants' Brief at 8.) MTL's tariff states: "Carrier provides 30 calendar days free storage prior for vehicles, trucks and boats received for US export

shipment at its CFS/CY as listed herein. Beyond 30 days, storage charges per day apply as follows: A. STORAGE CHARGES AT BAYONNE, NJ...Boats: USD 20 per day." (ALJFF 103.) Complainants were not charged storage fees for the Monterey and Chaparral when they were shipped from the United States to Dubai. When the Monterey and Chaparral returned to the United States, **even if MTL were operating as an NVOCC, the boats were not "received for US export shipment" and the tariff does not apply.**

On page "26" of the Initial Decision, the Presiding Officer explained as follows with respect to the Formula:

As found above, although Safonov originally intended to ship the Formula to Dubai, there was never an agreement to transport the Formula by water from the United States to a foreign port. Therefore, the Formula was not "received for US export shipment" and the tariff does not apply.

During the course of discovery in the Eastern District of New York matter, the plaintiffs therein were provided with a Vehicle Receipt/Inspection Sheet issued by WEC for the 2006 Mercedes SL65 which was then provided to complainants in or about April of 2016. This Vehicle Receipt/Inspection sheet identifies the rate that WEC was required to charge for storage of boats under circumstances where MTL's tariff for storage did not apply and further establishes that complainants were charged approximately five times more than WEC's published rate for storage of the Formula and were charged for storage of the Monterey and Chaparral in amounts in excess of or not contained within WEC's tariff. It is additionally respectfully submitted that to the extent that MTL's tariff was applicable, complainants were charged in amounts in excess of or not contained within WEC's tariff.

Notably, the Vehicle Receipt/Inspection sheet states that:

"Without a contract between WEC and the non-vessel operating carrier used by the customer for ocean transportation which provides for a period of free storage for Customer's vehicles, Customer is responsible to pay a (I) storage charge of \$10 a day from 1st day of delivery until vehicle pick up date; (II) storage charge of **\$20 a day for oversized vehicle or boat.**"

The new evidence establishes that respondents violated §41104 of the Act by collecting twice for the boat trailer for the Formula and charging/invoicing monies for storage of all three boats in excess of that authorized under respondents tariffs. See, Tadeusz A. Pawlowicz v William Allen, (ABU W. Garcia) (6/15/93, FMC) Informal Docket No. 1725(I) (shipping company's handling of customer's shipment of antique maps constituted violation of former 46 USCS Appx § 1709(b)(6)(E) where invoice received by customer was more than twice amount stated on bill of lading (most of which was attributable to higher crating costs), and customer repeatedly tried to contact company and was either ignored or told to contact crating company directly).

To the extent that MTL's tariff did not apply for storage of the vessels, then it follows that complainants should have paid \$20 per day for storage of the vessels and that RFG should not have invoiced complainants \$105.31 per day for same. As argued at length herein, respondent, Solovyev was directly responsible for the excessive and unlawful storage charges which RFG invoiced to complainants, whether on behalf of MTL or WEC. Additionally, and as argued below, there is no distinction between Solovyev and these corporate entities for purposes of ascertaining whether respondents' actions constituted a violation of the Shipping Act.

#### **IV. RESPONDENTS VIOLATED SECTION 41102(C) OF THE SHIPPING ACT**

It is respectfully submitted that the newly proffered evidence provides a basis for the Presiding Officer to find that the respondents violated the Shipping Act with respect to the 2011 Monterey and the 2008 Chaparral in that the facts establish that respondents' connection to the shipment of the two boats was not limited solely to MTL being identified as "consignee" on the ocean liner bill of lading for the shipment, and that Solovyev and WEC functioned in the capacity as "regional" Ocean Freight Forwarder ("OFF") *here in the United States* with respect to the shipment of the two boats from Dubai to the United States. The fact that AEC Cargo Services LLC

("AEC") was listed as "freight forwarder" in the ocean liner bill of lading is not dispositive, and does not conflict with Solovyev and WEC (together with MTL as explained below) having acted as OFF with respect to the shipment of the two boats, thus making them liable for violations of the Shipping Act and subject to the jurisdiction of the Commission.

Specifically, the responsibility of AEC and Solovyev/WEC/MTL had overlapped in that AEC was responsible as "regional" OFF for the shipment from the Jebel Ali port of loading in Dubai to the port of unloading in New Jersey; and that Solovyev/WEC/MTL as "regional" OFF in the United States were responsible for the shipment from Jebel Ali to the final *point* of destination, to wit: MTL's warehouse in New Jersey.<sup>9</sup>

As further explained below, the additional proposed facts set forth above establish that while Solovyev admitted during these proceedings that he was an owner of WEC (as noted in the Presiding Officer's Initial Decision) that during the relevant time period within which the events alleged in the Complaint took place, one Raya Bakhirev held herself out to the public to be the General Manager and "Qualifying Individual" ("QI") on file with the Federal Maritime Commission with respect to WEC's licenses from the FMC, and at the very same time was employed by MTL as an "accountant/payroll specialist".

Consequently, Solovyev, both individually and through his ownership and direct control over both MTL and WEC, acted as an OFF with respect to the shipment of the 2011 Monterey and the 2008 Chaparral from Dubai to the United States, during the course of which, the respondents violated the Shipping Act by overcharging for customs clearance fees, port fees, storage, and other charges for sums either in excess of amounts set forth within respondents' tariffs or not contained within respondents' tariffs at all.

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<sup>9</sup> It was discovered for the first time during discovery in these proceedings that the cargo was stored at WEC's warehouse and not at MTL's warehouse as complainants were originally led to believe.

**The Additional Facts Support a Finding of Liability Against Respondent Solovyev, Both Individually and Under a Veil Piercing Theory**

*Solovyev Is Liable Under a Veil Piercing Theory And Should Be Treated As The Alter Ego Of MTL, RFG, and WEC*

As explained herein, the additional facts support a finding of liability against respondent Solovyev in his individual capacity and under a veil piercing theory, as well as a finding that MTL, WEC, RFG and Solovyev are one and the same (i.e. alter-egos of one another). These additional facts would have a material impact upon the Presiding Officer's finding in the Initial Decision that Solovyev had acted as an "agent" of MTL.

**Standard of Review**

The factors to be considered in deciding whether or not to pierce the corporate veil were identified by the Presiding Officer during oral argument in these proceedings in which he made reference to the matter of *Rose International, Inc. v. Overseas Moving Network International, Ltd., et al.*, 29 SRR 119, 1999 WL 361989 (FMC Docket No.: 96-05) (ALJ May 4, 1999), such as the following: (a) overlap in ownership, officers, directors and personnel; (b) common office space, address and telephone numbers of corporate entities; (c) the amount of business discretion displayed by the allegedly dominated corporation; (d) whether the related corporations deal with the dominated corporation at arm's length; (e) the payment or guarantee of debts of the dominated corporation by other corporations in the group; (f) whether the corporation in question had property that was used by other corporations as if it were its own.

It is additionally well established that where the statutory purposes of the Shipping Act could be frustrated through the use of separate corporate entities, **the Commission is entitled to look through corporate form and treat the separate entities as one and the same for purposes of regulation.** *Rose, supra*, (citing *In the Matter of the Status of Matson Agencies, Inc. & Matson*

*Freight Agencies, Inc.*, 22 S.R.R. 752, 754 (1954) (*Matson*), in turn citing *General Telephone Company v. United States*, 449 F.2d 846, 855 (5<sup>th</sup> Cir. 1971), and *Mansfield Journal Co. v. F.C.C.*, 180 F.2d 28, 37 (D.C. Cir. 1950)); (emphasis added).

*Rose, supra*, also made reference to the federal common law standards applied when piercing the corporate veil; and indicated that piercing the corporate veil required a finding that the controlled company conducted business in such a way that “the parent company is an alter ego of its subsidiary,” *Id.*; that “to find an alter ego relationship, the evidence must disclose a pattern of control or domination of a corporation by an individual or corporation and that this domination was used to support a corporate fiction,” *Id.*; and that to determine whether an alter ego relationship exists, the Court applied substantially the same test as set forth in the *Matter of Arbitration between Holborn Oil Trading Ltd. & Interpol Bermuda Ltd.*, 774 F. Supp. 840, 844 (S.D.N.Y. 1991) (federal common law in the Second Circuit involves a two pronged test for piercing the corporate veil: the party sought to be charged must have used its alter ego to perpetrate a fraud or have so dominated and disregarded its alter ego's corporate form that the alter ego was actually carrying on the controlling party's business instead of its own).

*Holborn, supra*, also held that: “[t]o pierce the corporate veil..., a plaintiff must show that, at the time of the transaction, the parent (1) ‘exercised such control that the subsidiary has become a mere instrumentality of the parent, which is the real actor; (2) such control has been used to commit fraud or other wrong; and (3) the fraud or wrong results in an unjust loss or injury to plaintiff.’” *Id.* at 844 (citations omitted). *Holborn, supra*, also held that the corporate veil may be pierced when a corporate entity is completely controlled by another and has no separate will of its own. *Id.* (citing to *Wm. Passalacqua Builders, Inc. v. Resnick Developers S., Inc.*, 933 F.2d 131, 137 [2d Cir. 1991] which explained that dominion may be so complete, interference so obtrusive,

that by the general rules of agency the parent will be a principal and the subsidiary an agent and that this occurs where the attempted separation between parent and subsidiary will work a fraud upon the law).

Specifically, the additional facts proffered by complainants establish that there is indeed an interlocking relationship between Aleksandr Solovyev, MTL, RFG, WEC, and Car Express as evidenced by: (a) pervasive control over both corporations; (b) acts by corporate officers of one corporation on behalf of another corporate entity (e.g., Aleksandr Solovyev acting on behalf of MTL, RFG, Car Express and WEC); (c) intermingling of activities with substantial disregard of the separate nature of the corporate entities; (d) serious ambiguity about the manner and capacity in which the various parties and their respective representatives are acting; (e) common ownership; (f) common management; (g) common financing (e.g. RFG being the "collection" company for all of the corporate entities named herein; and (h) commingling of funds.<sup>10</sup>

On this issue, the Commission (and the Presiding Officer should the matter be remanded for further proceedings) is respectfully urged to take note of the following additional facts:

- The Vessel Bill of Sale for the Chaparral was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL.
- The Vessel Bill of Sale for the Monterey was signed by Aleksandr Solovyev in his capacity as "General Manager" of MTL.
- For purposes of the return of the Chapparal and Monterey to the United States, MTL, Alper, and Solovyev undertook the responsibility of preparing all customs clearance paperwork (including paperwork known as "proof of return of American Goods") and identified MTL as the consignee and notify party on the bill of lading for the transport of said boats from Dubai to the United States.

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<sup>10</sup> The issue of commingling of funds is further addressed below.

- In the course of preparing all customs clearance paperwork, the Vessel Bills of Sale were presented *by MTL* to customs broker “Flora & Fauna” for customs clearance of the Chapparral and Monterey.
- Solovyev and Solovyeva are the principals and owners of MTL.
- Alla Solovyeva is the president of MTL.
- Alla Solovyeva serves as the Corporate Secretary of WEC.
- WEC and MTL are both located at 63 Hook Road, Bayonne, New Jersey.
- The fax number for both WEC and MTL is 201-858-8607.
- As set forth above, the registration of the domain names for the websites of MTL, WEC, and Car Express are all linked to MTL
- Raya Bakhirev is the “Qualifying Individual” (“QI”) on file with the Federal Maritime Commission with respect to WEC’s licenses from the FMC.
- During the relevant time period within which the events alleged in the Complaint took place, Raya Bakhirev was employed by MTL as an accountant/payroll specialist.

It is respectfully submitted that the foregoing additional facts could support a finding by the Presiding Officer that Solovyev, MTL, RFG, and WEC are alter egos of one another squarely within the meaning of the case law set forth above, and thus collectively liable for violations of the Shipping Act. Additionally, these facts could have a material impact upon the Presiding Officer’s ruling in the Initial Decision that Solovyev as acting as an “agent” of MTL and not as an OTI without a license. All three of the corporations are owned by Solovyev, and his wife Solovyeva. Additionally, MTL and WEC share the same office address and fax number, and the domain names and websites of MTL and WEC are registered to MTL and Alla Solovyeva, who also serves as the Corporate Secretary for WEC.

The need for additional discovery on the veil piercing issue was noted by the Presiding Officer and addressed during the May 13, 2016 Oral Argument in which he acknowledged that this particular issue is “something to be considered” and needs to be addressed when it became apparent that there was insufficient discovery. (See, May 13, 2016 Oral Argument Transcript, pp. 27-31).

*Solovyev Can Be Held Individually Liable Without Veil Piercing*

It is respectfully submitted that the additional facts set forth above also support a finding of liability as to Solovyev even without a veil piercing theory, in that he has admitted to be the owner of WEC during his deposition (and that the additional facts establish that Solovyev has *de facto* control in that his employee is “owner” of WEC), and without question was directly and personally involved in the subject shipping transactions from which this action arises.

It is well settled that courts will even support the pursuit of claims against corporate officers for their individual liability even without piercing the corporate veil. *See, Greeway Plaza Office v Metro Construction Services*, 4 A.D.3d 328, 771 NYS2d 532, 533 (2<sup>nd</sup> Dept 2004) (president of corporation may be personally liable for his or her personal participation in the commission of a tort, even where the tort is also committed by the corporation); *People of State of New York v American Motor Club, Inc.*, 179 AD2d 277, 582 NYS2d 688, 692 (1<sup>st</sup> Dept 1992) (“corporate officers and directors can be individually liable for their fraud if they personally participate in, or have actual knowledge of the fraud”); *State of New York v Shore Realty Corp.*, 759 F2d 1032, 1052 (2d Cir 1985) (citing to *State v. Ole Olsen, Ltd.*, 35 N.Y.2d 979, 980, 324 N.E.2d 886, 886 (1975) for rule that a corporate officer who controls corporate conduct and thus is an active individual participant in that conduct is liable for the torts of the corporation); *Jackson's Marina, Inc. v Jorling*, 193 A.D.2d 863, 597 N.Y.S.2d 749 (1993) (president of marina which applied for

dredging permit was personally liable for violations based on president's participation in measurement of bulkhead, even without piercing corporate veil); *Marine Office Appleton v. Van Wagner, et ano*, 83 AD2d 800, 442 NYS2d 2, 3 (1<sup>st</sup> Dept 1981) (individual corporate officer may be personally accountable even where the corporation is defunct).

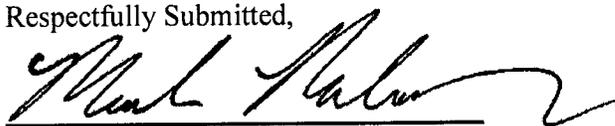
For purposes of brevity and without repeating the recitation of additional facts set forth above on the issue of veil piercing, it is respectfully submitted that the facts could support an additional finding by the Presiding Officer that Solovyev is not entitled to hide behind the corporate form with respect to any unlawful activity alleged by complainants. To the extent that the matter is remanded to the Presiding Officer, and upon such remand, that it is determined that respondent Solovyev was not an agent of MTL, it may be found that Solovyev indeed acted as an Ocean Transportation Intermediary without a license.

#### CONCLUSION

For all these reasons, together with that which is set forth above, as well as in the Petition to Reopen these Proceedings, complainants respectfully request that the Commission and the Presiding Officer reopen these proceedings for purposes of considering the additional facts and legal argument, and that upon consideration of same, that the Presiding Officer find that complainants have proven beyond a preponderance of the evidence that the respondents violated the Shipping Act.

Dated: October 27, 2016  
Brooklyn, New York

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Marcus A. Nussbaum", written over a horizontal line.

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**ORIGINAL**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 15-04**

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**CROCUS INVESTMENTS, LLC AND CROCUS, FZE,**

**— vs. —**

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

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**APPENDIX TO COMPLAINANTS' PETITION TO REOPEN THE PROCEEDING  
FOR THE PURPOSE OF TAKING FURTHER EVIDENCE, TO REMAND THE  
PROCEEDING TO THE ADMINISTRATIVE LAW JUDGE AND TO STAY THE DUE  
DATE FOR FILING EXCEPTIONS**

- APPENDIX 1 Complaint from the matter of MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al. (U.S.D.C. – D.N.J. Docket No.: 1:13-cv-07110-SLT-RLM)
- APPENDIX 2 Email from Stephen H. Vengrow, Esq. to Marcus A. Nussbaum, Esq., dated February 23, 2015
- APPENDIX 3 Certification of Alexander Safonov, dated April 13, 2016
- APPENDIX 4 Vessel Bill of Sale, dated May 22, 2013
- APPENDIX 5 Vessel Bill of Sale, dated April 30, 2013
- APPENDIX 6 Vessel Bill of Sale, dated April 30, 2013
- APPENDIX 7 Vessel Bill of Sale, dated June 10, 2013
- APPENDIX 8 UAE Federal Customs Authority Declaration
- APPENDIX 9 Certification of Vadim Alper, dated June 24, 2015
- APPENDIX 10 Printouts from the New York and New Jersey Court Attorney Registries

APPENDIX	11	Verified Complaint in the matter of <i>Marine Transport Logistics Inc. v. Vadim Alper et al.</i> , Superior Court of New Jersey Docket No.: UNN-C-061-15
APPENDIX	12	UAE Federal Customs Authority Declaration
APPENDIX	13	Order dated December 1, 2015 from the matter of <i>Marine Transport Logistics Inc. v. Vadim Alper et al.</i> , Superior Court of New Jersey Docket No.: UNN-C-061-15
APPENDIX	14	Website Printout from website of World Express & Connection Inc.
APPENDIX	15	Federal Register, Vol.74, No.: 221, Wednesday, November 18, 2009
APPENDIX	16	Amended Certificate of Incorporation, filed October 14, 2009
APPENDIX	17	Cover Page of Tariff of Marine Transport Logistics Inc.
APPENDIX	18	Cover Page of Tariff of World Express & Connection Inc.
APPENDIX	19	WHOIS Domain Name registration for Marine Transport Logistics Inc.
APPENDIX	20	WHOIS Domain Name registration for World Express & Connection Inc.
APPENDIX	21	Website Printout from website of Car Express & Import Inc.
APPENDIX	22	WHOIS Domain Name registration for Car Express & Import Inc.
APPENDIX	23	Minutes of Directors Meeting of World Express & Connection Inc. dated March 21, 2016
APPENDIX	24	Customs Brokerage and Freight Forwarding Service Terms from World Express & Connection Inc.
APPENDIX	25	FEDERAL MARITIME COMMISSION Ocean Transportation Intermediary License Applicants April 1, 2016
APPENDIX	26	LinkedIn profile of Raya Bakhirov
APPENDIX	27	Vehicle Receipt/Inspection Sheet for the 2006 Mercedes SL65
APPENDIX	28	Federal Register, Vol. 65, No.: 76, Wednesday, April 19, 2000
APPENDIX	29	Federal Register, Vol. 68, No.: 195, Wednesday, October 8, 2003

**APPENDIX "1"**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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2013 DEC 12 PM 3:51  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

<p><b>CV 13 - 7110</b></p> <p>MAVL CAPITAL, INC., IAM &amp; AL GROUP INC., and MAXIM OSTROVSKIY,</p> <p><i>Plaintiffs,</i></p> <p>— vs. —</p> <p>MARINE TRANSPORT LOGISTICS, INC., ROYAL FINANCE GROUP, INC., CAR EXPRESS &amp; IMPORT INC., ALEKSANDR SOLOVYEV, DIMITRY ALPER, and JOHN DOE CORP., the unidentified Vessel Operating Common Carrier/Ocean Liner,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION NO. <u>7110</u></p> <p><b>COMPLAINT</b></p> <p><b>JURY TRIAL DEMANDED</b></p> <p>COPIES, J. MANN. M.J.</p>
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Plaintiffs MAVL CAPITAL, INC. ("MAVL"), IAM & AL GROUP INC. ("IAM"), and MAXIM OSTROVSKIY (collectively "Plaintiffs") by their undersigned attorney, Marcus A. Nussbaum, Esq., by and for their complaint against the defendants herein, state as follows:

**NATURE OF ACTION**

1. This is an action in law for breach of maritime contract, injunctive relief, conversion, and related causes of action under state law, and for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C.A. §§ 1961 et seq.
2. As set forth in detail below, Plaintiffs are in the business of purchasing and exporting new and used cars from the United States to Europe.

3. Defendant MARINE TRANSPORT LOGISTICS, INC. ("MTL") is in the business of providing services as an ocean transportation intermediary, and operates as a non-vessel operating common carrier ("NVOCC").

4. MTL arranges for the transport of automobiles overseas for automobile dealerships and personal shippers, and contracted with Plaintiffs to use their services to ship Plaintiffs' automobiles from the United States to various ports abroad.

5. MTL also provides financing for automobile dealerships and personal shippers who wish to purchase automobiles for shipment to various ports abroad.

6. Defendant CAR EXPRESS & IMPORT INC. ("Car Express") is an automobile dealer which is licensed for the purposes of purchasing automobiles at auction.

7. Car Express is also the agent of MTL, and acts on behalf of MTL in coordinating with automobile dealerships and personal shippers who wish to purchase automobiles for shipment to various ports abroad.

8. Car Express, as agent for MTL, arranges for the transport of automobiles overseas for automobile dealerships and personal shippers, who wish to ship their automobiles from the United States to various ports abroad.

9. Defendant ROYAL FINANCE GROUP, INC. ("RFG") issues invoices and collects payments for shipping, delivery charges, commissions, and other fees from automobile dealerships and personal shippers who have used MTL's services, at the direction and request of MTL and its agent.

10. Plaintiffs have been forced to bring the instant lawsuit as a result of defendants' unlawful conversion of automobiles owned by Plaintiffs or Plaintiffs' customers. Plaintiffs seek injunctive relief from this Court in the form of an order compelling the defendants to

immediately release automobiles owned by Plaintiffs and unlawfully held hostage by the defendants. Plaintiffs have further been forced to bring the instant lawsuit in order to recoup for lost profits and lost business suffered by Plaintiffs as a result of the Defendants' fraudulent and illegal activities, which in sum and substance are an attempt to extort additional monies from Plaintiffs, as further set forth in detail below.

#### **THE PARTIES**

11. Plaintiff MAVL CAPITAL, INC. is a New York corporation with its primary place of business at 115 East 57th Street, New York, NY 10022.
12. Plaintiff IAM & AL GROUP INC. is an Indiana corporation with its primary place of business at 100 N Center Street Ste. 131, Mishawaka IN 46544.
13. Plaintiff MAXIM OSTROVSKIY residing at 115 East 57th Street, New York, NY 10022, and is a principal of MAVL and IAM.
14. Defendant MARINE TRANSPORT LOGISTICS, INC. is a New York Corporation with its primary place of business at 63 New Hook Road, Bayonne NJ 07002.
15. Defendant ROYAL FINANCE GROUP, INC. is a Florida Corporation with its primary place of business at 1040 Seminole Drive, Apt. 1460, Fort Lauderdale, FL 33304.
16. Defendant CAR EXPRESS & IMPORT INC. is a New York Corporation with its primary place of business at 333 Avenue X, 2nd Floor, Brooklyn, New York, 11223.
17. Defendant ALEKSANDR SOLOVYEV is an individual with a last known address located at 85 West 5th Street, Apt. 2E, Brooklyn, New York, 11224.
18. Upon information and belief, defendant Solovyev is the principal of MTL and Car Express.
19. Defendant DIMITRY ALPER is an individual with a last known business address located at 63 New Hook Road, Bayonne NJ 07002.

20. Defendant JOHN DOE CORP. is the unidentified Vessel Operating Common Carrier/Ocean Liner via which the defendants transported Plaintiffs' automobiles and property overseas.

21. Upon information and belief, MTL is a family owned business run by the individual defendants.

22. Upon information and belief, Car Express is a family owned business run by the individual defendants.

23. Upon information and belief, defendants Alper and Solovyev are related to one another by blood or marriage.

24. Upon information and belief, defendant Alper is the director of operations of MTL.

25. Upon information and belief, the operation and supervision of MTL's, RFG's, and Car Express' day-to-day activities are conducted by defendants Solovyev and Alper.

26. At all relevant times hereinafter mentioned, MTL, RFG, Car Express and the individual defendants were united in interest such that they are one and the same.

27. At all relevant times hereinafter mentioned, MTL, RFG, Car Express and the individual defendants were the alter/egos of each other.

28. At all times hereinafter mentioned, MTL is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or a non-vessel operating common carrier ("NVOCC") under license number 018709.

#### **JURISDICTION AND VENUE**

29. This Court has subject matter jurisdiction over the claims in this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. §§ 1331 and 1333 as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus

comes under the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C.S. § 30701, the Shipping act of 1984, 46 U.S.C. § 40101, et. Seq., and the court's original jurisdiction in maritime matters.

30. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C.S. § 1367 as such claims are also related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

31. This Court has personal jurisdiction over the all of the defendants because they reside in or transact business in this District.

32. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, in this District.

#### **FACTS COMMON TO ALL PARTIES**

33. Plaintiffs MAVL, IAM and Ostrovskiy are in the business of exporting new and used cars from the United States to various locations abroad. These automobiles are generally purchased by Plaintiffs either new or used from dealers or at auctions in the United States and are then shipped from the United States overseas via ocean transport in unimodal containers (alternatively referred to as "cargo containers" or "cargo").

34. MTL, as an NVOCC, contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

35. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage.

36. The NVOCC buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

37. The NVOCC commonly consolidates goods from several different shippers into a

single container, receiving a bill of lading from the ocean carrier in relation to the container as a whole, but nevertheless issues a house bill of lading to each shipper according to Federal Maritime law.

38. An NVOCC is subject to regulation by the Federal Maritime Commission ("FMC").

39. Pursuant to rules and regulations promulgated by the FMC including, without limitation, regulations implementing the Shipping Act of 1984, 46 U.S.C. § 40101, et seq, an NVOCC can only charge a shipper prices disclosed in a published tariff filed with the FMC.

40. An exception exists with regard to NVOCCs that have entered into a negotiated rate arrangements ("NRA") with a shipper, which, if applicable, would allow the NVOCC to charge rates other than those disclosed to the FMC.

41. An NRA is defined as a written and binding arrangement between a shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after the receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

42. MTL never entered into an NRA with Plaintiffs and, consequently, the exception does not apply to the parties herein.

43. Upon information and belief, at all times relevant hereto, a master service agreement (the "Service Agreement") existed between defendants MTL and John Doe Corp.

44. Upon information and belief, pursuant to the Service Agreement between MTL and John Doe Corp., MTL was able to obtain container space for Plaintiffs' cargo aboard vessels outbound from, inter alia, the Port of Elizabeth, New Jersey, on favorable terms.

45. From approximately January of 2013 up through August of 2013, Plaintiffs, via

MTL, shipped containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

46. During this time period, the automobiles shipped by Plaintiffs were either owned by Plaintiffs or had already been paid for, in whole or in part by Plaintiffs' clients, which placed a contractual obligation on Plaintiffs to ensure that the automobiles were shipped to their final destination and released to Plaintiffs' clients.

47. During this time period, various automobiles shipped by Plaintiffs through MTL were also financed, in part, by MTL and Car Express, both of which directed Plaintiffs to make payment to RFG for MTL's services.

48. During this time period, various automobiles were purchased by Plaintiffs through Car Express, with the agreement that Car Express would fund a portion of the purchase price, and that the automobiles would be shipped exclusively using MTL's services.

49. In all cases, arrangements for the export, shipment and delivery of the aforesaid vehicles were made by Plaintiffs through defendants MTL, Car Express, Solovyev, and Alper in Brooklyn.

50. The automobiles were shipped pursuant to an agreement between Plaintiffs and defendants that Plaintiffs would be charged solely for shipping and delivery of the automobiles, inclusive of all freight and charges (including, but not limited to charges for loading, unloading, paperwork processing, and trucking).

51. The automobiles were also shipped pursuant to an agreement between Plaintiffs and defendants that for any automobiles financed by MTL and Car Express, that Plaintiffs would pay to the defendants a flat fee of 2.5% of the amount financed for the automobile, to be paid at the time that the automobile was delivered to its final destination.

52. At all times mentioned herein, MTL was required by law to create and deliver a Bill of Lading and invoice to Plaintiffs with respect to the Oceangoing and non-Oceangoing transport of Plaintiffs' vehicles and property (the "House Bills of Lading" or "HBOLs").

53. At all times mentioned herein, MTL is also a logistics service company, and provides services including, but not limited to ocean freight, ground transportation, auto shipping, warehousing, tracking and tracing, and containerization.

54. Upon information and belief, MTL prepares and files all export information through the Automated Export System (alternatively referred to as "AES"), which is the electronic means for filing export information and ocean manifest information directly to U.S. Customs.

55. As set forth herein, MTL booked shipments with vessel operating common carriers ("VOCC's") such as John Doe Corp. for transportation by water from U.S. origins to foreign destinations on behalf of their customers, and, upon information and belief, prepared and processed documents in connection with those shipments, represented itself on shipment documents as the forwarding agent, cleared shipments with Customs for export, arranged for inland transportation of shipments to port, and assumed responsibility for payment of ocean freight charges to the VOCCs.

56. Pursuant to U.S. customs export regulations, all export shipments must be declared to the U.S. Census Bureau by filing all export information through the Automated Export System.

57. Pursuant to U.S. customs export regulations, any individual or entity which files export information through AES is required to provide, as part of the filing process: (1) information which identifies the principal party of interest (the person in the U.S. who receives

the primary benefit, monetary or otherwise, of the foreign transaction, known as the "USPPI"); (2) the consignee information (the shipment recipient); (3) a declaration of the value of the goods being shipped; and (4) the ultimate destination of the goods being shipped.

58. Pursuant to U.S. customs export regulations, only a forwarding agent may represent a USPPI in an export transaction, and must obtain a power of attorney or other written authorization in order to act on its behalf.

59. Upon information and belief, in violation of U.S. Customs export regulations and all applicable federal and state law, MTL fraudulently represented itself to be the USPPI for various automobiles shipped from the United States to various locations abroad.

60. Pursuant to the Federal and New York State statutes described below, defendants MTL, Car Express and RFG were required to be duly licensed with state and/or federal agencies which regulate banking in order to finance the purchase of various automobiles as described herein.

61. Defendants MTL, RFG, and Car Express have been involved, and are presently involved, in the practice of making loans and unlawful collection thereof as described herein, in violation of §§ 340, 358, 492, and 499 of the New York State Banking Law, §§ 105, 190.40, 190.42, and 190.45 of the New York State Penal Law, 18 U.S.C. §§ 659-660, 875(d), 892-894, 1957, 1962, 2312-2313, as well as other Federal and State law.

62. In or around August of 2013, as a result of defendants' failure to ship or deliver various automobiles as agreed, Plaintiffs informed MTL and Car Express that they had reached an agreement with other NVOCCs and ocean freight shippers, pursuant to which Plaintiffs would engage the services of other shippers for the export of automobiles overseas.

63. As a result of defendants' failure to ship or deliver various automobiles as agreed,

Plaintiffs notified MTL and Car Express that the business relationship between the parties would be wound down and ultimately discontinued.

64. At the time of notification, Plaintiffs had already placed the vehicles described in detail below into the custody and control of MTL and Car Express for shipment overseas, or for receipt domestically.

65. After MTL and Car Express were notified of Plaintiffs' intention to wind down their business relationship with MTL and Car Express, these defendants unlawfully seized Plaintiffs' automobiles identified herein and have refused to release them to their intended recipients, despite the fact that Plaintiffs have lived up to their contractual obligations and have paid MTL and Car Express in full for all shipping, delivery, and storage charges.

66. After MTL and Car Express were notified of Plaintiffs' intentions to wind down their business relationship with MTL and Car Express, these defendants directed RFG to begin invoicing Plaintiffs for amounts never agreed upon, such as commissions, and in some cases, double billing for vehicles that were financed, but already paid for in full.

67. All Plaintiffs have made demand upon MTL and Car Express for the immediate release of automobiles, which demand was refused by MTL and Car Express.

68. In short, MTL and Car Express are illegally and unlawfully holding Plaintiffs' cargo hostage in exchange for a payment of an unlawful debt conjured up by MTL and Car Express only after Plaintiffs decided to sever their business relationship. The debt has unlawfully been applied as to cargo that is owned by Plaintiffs.

69. It is believed and therefore averred that MTL, Car Express and the individual defendants are criminals who lure customers into a business relationship on purportedly favorable terms. In the course of the relationship, MTL, Car Express and the individual

defendants, as the shippers, exercise dominion and control of the shipment.

70. Generally when MTL, Car Express and the individual defendants notice that the relationship is deteriorating or at some other strategically opportune time, these defendants utilize self-help to orchestrate an extra-judicial seizure of goods and demand a ransom under the threat that the seized goods will be sold off without regard for the value which would cause significant financial damage to its victims.

71. On or about June 30, 2008, the U.S. Customs and Border Protection division of the Department of Homeland Security ("CBP") issued "Informational Pipeline No. 08-012-NWK" (alternatively described herein as the "CBP Notice"), a copy of which is annexed hereto as **Exhibit "A"**.

72. Per the CBP Notice, the Department of Homeland Security implemented new regulations and procedures pertaining to the exportation of used automobiles from the United States, including the following procedures: (1) that all required documentation, including the original certificate of title, a duplicate of the title, and a dock receipt, bill of lading, or Intent to Export form which contains identifying vehicle information, must be presented to the CBP at least 72 hours prior to export; and (2) that the vehicle must be held on dock for a minimum of 72 hours after the carrier terminal accepts the vehicle, and the export documents are presented to the CBP.

73. Pursuant to CBP regulations, MTL and Car Express were required to provide the AES ITN or exemption legend to John Doe Corp. at least 24 hours prior to the exporting ship's arrival at the port where the cargo was loaded.

74. Upon information and belief, MTL and Car Express failed to comply with the CBP and U.S. Customs regulations described herein by creating the bills of lading that contained

false or inaccurate consignee and/or AES information.

75. At all times hereinafter mentioned, John Doe Corp. was aware, and/or should have been aware of the fact that MTL and Car Express had created bills of lading that contained false and/or inaccurate consignee and/or AES information.

76. At all times hereinafter mentioned, John Doe Corp. had a duty to investigate whether the AES information and/or consignee information presented by MTL and Car Express was accurate.

77. As set forth below, Plaintiffs seek an award of damages in an amount sufficient to deter MTL, Car Express, John Doe Corp., and the individual defendants from engaging and violating these Plaintiffs' rights and to deter defendants from performing their scheme to defraud upon anyone else.

#### **THE INDIVIDUAL VEHICLES FROM WHICH THIS ACTION ARISES**

##### *The 2006 Mercedes SL65*

78. On or about October 31, 2012, plaintiff MAVL shipped a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 to the United States via a third party shipper. The vehicle was purchased overseas from a non-party to this action. A copy of the arrival notice from the shipper is annexed hereto as Exhibit "B".

79. Upon arrival in the U.S. on or about November 14, 2012, MAVL requested that MTL unload the vehicle from the port in New York and bring it to MTL's warehouse for plaintiff to retrieve it. Upon information and belief, MTL brought the vehicle to its warehouse on or about November 14, 2012.

80. Per the agreement between MAVL and MTL, MAVL agreed to pay a flat fee of \$150.00 per month for storage for the vehicle beginning on January 1, 2013. This agreement was

memorialized in various invoices which MTL would issue to MAVL from time to time, and a copy of MTL's invoice to MAVL for storage of this vehicle from May 4, 2013 to June 5, 2013 is annexed hereto as Exhibit "C".

81. Subsequent thereto, MAVL requested that MTL release the vehicle, and said request was denied without explanation.

82. On or about June 1, 2013, MAVL visited MTL's storage site to obtain possession of the vehicle and MTL refused to offer any explanation as to the whereabouts of the vehicle.

83. To date, MTL continues to refuse to release this vehicle, although its release was demanded by MAVL.

*The 2004 Bobcat S205*

84. On or about April 15, 2013, plaintiffs MAVL and IAM leased (with option to buy) a 2004 Bobcat S205, VIN ending in 1404. The vehicle was leased from a non-party to this action.

85. Plaintiffs MAVL and IAM then requested that MTL bring it to its warehouse for storage.

86. Subsequent thereto, MAVL and IAM requested that MTL release the vehicle, and said request was denied without explanation.

87. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent, and in violation of CBP rules and regulations prohibiting the shipment of leased vehicles.

88. To date, MTL has failed to release or provide plaintiffs with the whereabouts of this vehicle, although its release was demanded by plaintiffs.

***The 2006 Bobcat S250***

89. On or about June 14, 2013, plaintiff IAM purchased a 2006 Bobcat S250, VIN ending in 2346. The vehicle was purchased from a non-party to this action.

90. IAM then requested that MTL bring the vehicle to its warehouse for shipment overseas via MTL.

91. Subsequent thereto, MTL failed to deliver the vehicle to its overseas destination.

92. To date, MTL has failed to release the vehicle and has failed to provide IAM with the whereabouts of this vehicle, although its release was demanded by IAM.

***The 2010 Bobcat S185***

93. On or about April 30, 2013, plaintiff MAVL purchased a 2010 Bobcat S185, VIN ending in 8388 for the price of \$18,850.00 (A copy of the invoice is annexed hereto as **Exhibit "D"**.)

94. This Bobcat was purchased by MAVL pursuant to an agreement with MTL and Solovyev, whereby MAVL was directed by MTL and Solovyev to make payment in the amount of \$850 to seller Bobcat Enterprises and a payment in the amount of \$5000 directly to RFG. (Copies of the wire transfers from MAVL to RFG and Bobcat Enterprises are annexed hereto as **Exhibit "E"**.)

95. Upon information and belief, the outstanding balance due to Bobcat Enterprises for this vehicle was paid in full by RFG.

96. This Bobcat was purchased by MAVL under a further agreement with MTL that it would be shipped overseas via MTL and sold to an overseas customer, at which time the balance financed through MTL would be deducted from the profit realized from its sale overseas, and MAVL would pay a flat fee of 2.5% of the balance financed by MTL at the time of the vehicle's

arrival at its port of destination.

97. MAVL subsequently received an invoice from RFG charging amounts for the full price of the vehicle, delivery, shipping, and a commission (which was never agreed to), a copy of which is annexed hereto as **Exhibit "F"**.

98. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent.

99. To date, MTL has failed to release the vehicle and has failed to provide MAVL with the whereabouts of this vehicle, although its release was demanded by MAVL.

*The 2011 Porsche Panamera*

100. On or about April 22, 2013, plaintiff IAM purchased a 2011 Porsche Panamera, VIN ending in 7399 from a non-party named "AA Insurance Auto Auctions".

101. This vehicle was purchased by IAM pursuant to an agreement with MTL and Solovyev, whereby IAM was directed by MTL and Solovyev to make payment in the amount of \$5500 to seller AA Insurance Auto Auctions and a payment in the amount of \$10,000 directly to RFG. (Copies of the wire transfers from IAM to RFG and AA Insurance Auto Auctions are annexed hereto as **Exhibit "G"**.)

102. This vehicle was purchased by IAM under a further agreement with MTL that it would be shipped overseas via MTL and sold to an overseas customer, at which time the balance financed through MTL would be deducted from the profit realized from its sale overseas, and IAM would pay a flat fee of 2.5% of the balance financed by MTL at the time of the vehicle's arrival at its port of destination.

103. IAM subsequently received an invoice from RFG charging amounts for the full price of the vehicle, delivery, shipping, and a commission (which was never agreed to), a copy of

which is annexed hereto as **Exhibit "H"**.

104. 112. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent.

105. To date, MTL has failed to release the vehicle and has failed to provide IAM with the whereabouts of this vehicle, although its release was demanded by IAM.

***The Hummer Seats***

106. On or about July 29, 2013, plaintiff MAVL purchased two replacement seats for a General Motors Hummer from a non-party to this action.

107. MAVL then requested that MTL bring the seats to its warehouse for storage in preparation for shipping them overseas via MTL. A copy of the dock receipt for the seats is annexed hereto as **Exhibit "I"**.

108. Subsequent thereto, upon information and belief, MTL and John Doe Corp. misappropriated the seats.

109. To date, MTL has failed to release the seats and has failed to provide MAVL with the whereabouts of this property, although its release was demanded by MAVL.

***The Three Harley Davidson Motorcycles***

110. On or about June 7, 2013, plaintiff MAVL purchased a 2004 Harley Davidson FXDXL, VIN ending in 7436 ("Harley #1"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

111. MAVL paid RFG in full for Harley #1 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "J"** is an email from defendants Solovyev and Car Express acknowledging that Harley #1 was paid for in full.

112. On or about June 11, 2013, plaintiff MAVL purchased a 2007 Harley Davidson

FXD, VIN ending in 1645 ("Harley #2"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

113. MAVL paid RFG in full for Harley #2 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "K"** is a copy of a wire transfer notice showing a wire transfer from MAVL to RFG for payment for Harley #2.

114. On or about July 8, 2013, plaintiff MAVL purchased a 2000 Harley Davidson XL883, VIN ending in 3838 ("Harley #3"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

115. MAVL paid RFG in full for Harley #3 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "L"** is a copy of a wire transfer notice showing a wire transfer from MAVL to RFG for payment for Harley #3.

116. After MAVL made payment in full to RFG for all three motorcycles, they were all released to MAVL with their original titles.

117. As a result of MTL's previous failures to deliver plaintiffs' vehicles to their overseas destinations, MAVL retained the services of a freight forwarding company not a party to this action and known as Unitrans-PRA ("Unitrans"), and Harley #'s "1", "2", and "3" were delivered to the Unitrans' storage facility for shipment overseas.

118. On or about September 6, 2013, defendant Alper contacted Unitrans via email and directed Unitrans to refrain from shipping Harley #'s "1", "2", and "3" on the basis that MAVL had attempted to appropriate these motorcycles which were purportedly owned by MTL and Car Express. A copy of the email from Mr. Alper to Unitrans is annexed hereto as **Exhibit "M"**.

119. On or about October 23, 2013, defendant Alper then fraudulently obtained a replacement title for Harley #3 from the State of Georgia, a copy of which is annexed hereto as

**Exhibit "N".**

120. On or about November 8, 2013, defendant Alper contacted Unitrans and advised that he had obtained title to Harley #3 so that Unitrans would release Harley #3 back into the custody and control of MTL. A copy of defendant Alper's email is annexed hereto as **Exhibit "O"**.

121. Alper's act in obtaining title to Harley #3 was fraudulent on the basis that he was aware that MAVL possessed an original title, and he made misrepresentations to the State of Georgia in order to obtain a replacement title.

122. Upon information and belief, the misrepresentations made to the State of Georgia made by Alper in order to obtain title were that the original title was misplaced or destroyed, and that MTL was the lawful owner of Harley #3.

123. To date, MTL, Care Express, Alper, and Solovyev have refused to authorize Unitrans to release Harley #'s "1", "2", and "3" to their proper consignees, despite MAVL's requests to do so.

***Attempts by Defendants to Charge Plaintiffs for Shipping Completed by Other Shippers***

124. As stated above, by summer of 2013, plaintiffs had lost faith in MTL's ability to ship or deliver various automobiles as agreed. As a result thereof, MAVL retained the services of a freight forwarding company not a party to this action, and known as TRT International ("TRT").

125. On or about May 29, 2013 plaintiff MAVL hired TRT for the export of a 2010 Mercedes Benz GL, VIN # ending in 2062, and on or about July 17, 2013, MAVL hired TRT for the export of a 2012 Mercedes Benz ML, VIN # ending in 8732. Copies of the house bills of lading for these vehicles are annexed hereto as **Exhibit "P"**.

126. Upon information and belief, there is no relationship between TRT and RFG, nor is there any relationship between TRT and MTL.

127. Subsequent thereto, MAVL received invoices from RFG charging MAVL for shipping and delivery for these vehicles, which were not performed by MTL, and further charging MAVL for commissions never agreed to. Copies of the invoices from RFG for these vehicles are annexed hereto as **Exhibit "Q"**.

**COUNT I**  
**VIOLATION OF THE SHIPPING ACT OF 1984**

128. Plaintiffs incorporate the preceding paragraphs by reference.

129. The defendants, by their acts described herein, have violated the Shipping Act of 1984, as amended, by imposing charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo, holding it as security and/or collateral for the payment of an unjust and unlawful debt.

130. As a direct and proximate result of defendants' unlawful activities, Plaintiffs suffered damages and losses in excess of \$1,000,000.

**COUNT II**  
**(BREACH OF FIDUCIARY DUTY)**

131. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

132. At all times relevant hereto an agency relationship existed between Plaintiffs and Defendants MTL, Car Express, Alper and Solovyev.

133. Pursuant to the agency relationship, defendants MTL, Car Express, Alper and Solovyev owed Plaintiffs a duty of loyalty and a duty of the utmost good faith and fair dealing.

134. By reason of the aforesaid, defendants MTL, Car Express, Alper and Solovyev

breached their fiduciary obligations by, *inter alia*, converting Plaintiffs' assets which were the subject of the agency relationship.

135. The actions of the defendants MTL, Car Express, Alper and Solovyev are willful, wanton and outrageous and justify the award of punitive damages.

136. Defendants MTL, Car Express, Alper and Solovyev are therefore jointly and severally liable for all harm and damages occasioned by the aforesaid unlawful conduct.

**COUNT III**  
**(CONVERSION)**

137. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

138. By reason of the aforesaid, defendants MTL, Car Express, Alper and Solovyev have unlawfully and without justification converted Plaintiffs' property.

139. Plaintiffs have suffered damage as a result of the conduct of defendants MTL, Car Express, Alper and Solovyev.

140. The actions of defendants MTL, Car Express, Alper and Solovyev are willful wanton and outrageous and justify the award of punitive damages.

**COUNT IV**  
**(CIVIL CONSPIRACY)**

141. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

142. By reason of the aforesaid, defendants MTL, RFG, Car Express, and individual defendants Alper and Solovyev - consisting of two or more persons - combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objectives by unlawful means complained of herein to the great harm and detriment to the Plaintiffs.

143. Plaintiffs have suffered damage as a result of defendants' conduct.

144. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

**COUNT V**  
**(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)**

145. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

146. By reason of the aforesaid, all defendants have intentionally interfered with Plaintiffs' relationships with actual and/or prospective customers and have interfered with Plaintiffs' ability to lawfully market and sell their inventory in an orderly manner.

147. Plaintiffs have suffered damage as a result of defendants' conduct.

148. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

**COUNT VI**  
**(ACTION TO PIERCE CORPORATE VEIL)**

149. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

150. Plaintiffs believe and therefore aver that defendants MTL, RFG, Car Express, and individual defendants Alper and Solovyev were active conspirators and participants in a scheme to defraud the plaintiffs. As active conspirators and participants in the conduct complained of herein, the individual defendants are not entitled to the limited liability protections of the corporate form.

151. In addition, plaintiffs believe and therefore aver that defendants have misused the corporate form and disregarded corporate formalities to a degree where the distinction between

the individual and corporate defendants and the distinction between the corporate defendants *inter se* has been rendered meaningless thereby rendering the entities a "sham" for purposes of this action.

**COUNT VII**  
**(INJUNCTIVE RELIEF)**

152. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

153. Plaintiffs seek injunctive relief in the form of an order and/or decree enjoining defendants from exercising unlawful dominion and control over Plaintiffs' goods that are being held hostage and/or in the process of being sold off by the defendants, and an order enjoining defendants from interfering with plaintiffs' relationships with their customers. Plaintiffs specifically seek an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners.

154. Defendants' conduct threatens immediate and irreparable harm to Plaintiffs' business reputation and goodwill for which no adequate remedy at law exists.

**COUNT VIII**  
**PLAINTIFFS v. DEFENDANT MTL**  
**(BREACH OF CONTRACT)**

155. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

156. By reason of the aforesaid, Defendants MTL and Car Express have breached their contract with Plaintiffs for the shipment of goods via ocean transit.

157. As a direct and proximate cause of the foregoing, Plaintiffs have suffered significant losses in excess of \$1,000,000.00.

**COUNT IX**  
**(NY CONSUMER FRAUD ACT – GEN. BUSINESS LAW § 349)**

158. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

159. Plaintiffs are consumers and intended beneficiaries of the protections set forth in General Business Law § 349. The purchase of MTL's services was a transaction covered by General Business Law § 349.

160. MTL, Car Express, RFG, and the individual defendants have engaged in deceptive acts and practices as set forth herein, in that said defendants have: (1) unlawfully charged Plaintiffs for services never performed, or charged for amounts never agreed to; (2) attempted to obtain title to property lawfully owned by plaintiffs; and (3) have attempted place plaintiffs into a hopeless position where they would succumb to defendants' unlawful demands for payment under the fear of losing revenues associated with the wrongfully seized cargo.

161. MTL, Car Express, RFG, and the individual defendants engaged in deceptive acts and practices as set forth herein, in that said defendants are now imposing bogus charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo holding it as security and/or collateral for the payment of an unjust and unlawful debt.

162. Plaintiffs reasonably and justifiably relied upon and were deceived by Defendants' promises that the vehicles described herein would be delivered to their final destinations.

163. Based upon the actions of the defendants, plaintiffs are allowed to pierce the corporate veil and hold the individual defendants personally liable for the wrongful acts of the corporate defendants under this cause of action.

164. As a result of the conduct of the defendants that violates General Business Law § 349, plaintiffs have been damaged and suffered compensatory damages, economic loss, lack of

use of the cargo described herein, direct damages, all in an amount to be proven at the time of trial and not less than \$1,000,000.00.

165. As set forth herein, the willful and malicious acts described herein entitle plaintiffs to punitive damages in an amount not less than \$1,000,000.00.

166. Plaintiffs are entitled under General Business Law § 349(h) to recovery from defendants of attorney fees paid in the bringing of this action.

**COUNT X**  
**(COMMON LAW FRAUD)**

167. Plaintiffs hereby incorporate by reference the allegations set forth above.

168. By reason of the aforesaid, defendants' acts in: (1) unlawfully charging Plaintiffs for services never performed, or charging for amounts never agreed to; (2) attempting to obtain title to property lawfully owned by plaintiffs; and (3) attempting to place plaintiffs into a hopeless position where they would succumb to defendants' unlawful demands for payment under the fear of losing revenues associated with the wrongfully seized cargo, constitutes fraud.

169. As set forth above, from approximately January of 2013 up through August of 2013, Plaintiffs, via MTL, shipped containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

170. During this time period, the automobiles shipped by Plaintiffs were either owned by Plaintiffs or had already been paid for, in whole or in part by Plaintiffs' clients, which placed a contractual obligation on Plaintiffs to ensure that the automobiles were shipped to their final destination and released to Plaintiffs' clients.

171. The defendants, during the course of negotiations concerning their agreement to ship plaintiffs' vehicles, and during their execution and performance, failed to disclose that in the event that Plaintiffs were to discontinue the business relationship, that they would seize

plaintiffs' cargo, unless plaintiffs agreed to pay brand new excessive charges not previously agreed upon.

172. The defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose their intent to sell Plaintiffs' cargo to satisfy payment of an unjust and unlawful debt arising out of the invoices issued by RFG at the direction and control of MTL, Car Express, Alper and Solovyev.

173. Accordingly, the sum of at least \$1,000,000.00 together with applicable punitive and treble damages in an amount to be determined by the court, with all interest, attorneys' fees, costs and disbursements incurred in connection with this action, is due to Plaintiffs from the defendants.

#### COUNT XI

**(Violation of the Racketeer Influenced and Corrupt Organizations Act – 18 U.S.C.A. §§ 1961 et seq.)**

171. Plaintiffs hereby incorporate by reference the allegations set forth above.

172. Defendants MTL, Car Express, and RFG, which engaged in the unlawful seizure and detention of Plaintiffs cargo and in the fraud and deceit complained of herein, are enterprises engaged in, and the activities of which, affect interstate and international commerce.

173. The individual defendants that engaged in the unlawful seizure and detention of Plaintiffs' cargo and in the fraud and deceit complained of herein, are persons within the meaning of 18 U.S.C.A. § 1961(3) and as persons employed by and/or associated with MTL, Car Express, and RFG, conducted and participated, directly and indirectly, in the conduct of the affairs of MTL, Car Express, and RFG through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

174. The predicate acts which constitute this pattern of racketeering activity are set forth herein.

175. In addition, and upon information and belief, defendant RFG is a front for a money laundering scheme perpetrated by the remaining defendants

176. As set forth herein, defendants have engaged in an ongoing scheme in which they have continued to take this fundamental business model of seizing cargo on the basis of an unlawful debt and have applied it over and over again in an effort to obtain unjust and unlawful compensation.

177. These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1961(5).

178. Plaintiffs have been injured in their business by reason of this violation of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of defendants' complained of acts, plaintiffs have suffered pecuniary damages of at least \$1,000,000.00.

179. By reason of the Defendants' violation of 18 U.S.C.A. § 1962, Plaintiffs are entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained of at least \$3,000,000.00, with interest thereof, and reasonable attorney's fees in connection herewith.

**RELIEF REQUESTED**

By reason of the aforesaid, Plaintiffs seeks the following:

- (a) An award of actual damages in excess of \$1,000,000.00 as against Defendants, jointly and severally;
- (b) An award of punitive damages in excess of \$1,000,000.00 as against all Defendants jointly and severally;
- (c) An award of damages in excess of \$1,000,000.00, mandatory attorney's fees and costs under the New York GBL § 349 and the RICO Statute and any other applicable statute;
- (d) Treble damages as available under common law and any other applicable statutes;
- (e) Injunctive relief as needed to maintain the status quo and prevent Defendants from undertaking further unlawful and illegal acts, including but not limited to an

order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners; and

- (f) Such other relief as may be deemed just and equitable.

/s/ MAN

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Dated: December 1, 2013

**EXHIBIT "A"**

**U.S. CUSTOMS AND BORDER PROTECTION  
FIELD OPERATIONS, NEW YORK  
NEW YORK/NEWARK AREA**

INS-KAD:N:SQD PP

**INFORMATIONAL PIPELINE NO. 08-012-NWK**

**TO:** All Exporters, Freight Forwarders, Carriers, Terminal Operators  
and Others Concerned

**SUBJECT:** Revised Procedures for Exporting Used Vehicles

**DATE:** JUN 30 2008

**REFERENCE**

New York/Newark Area Informational Pipeline No. 99-90  
(New Requirements and Procedures for Exporting Used Vehicles - dated 06/01/1999)  
New York/Newark Area Informational Pipeline No. 05-05  
(New Requirements and Procedures for Exporting Used Vehicles - dated 04/20/2005)

**Purpose**

To provide information concerning revised local operational procedures and policies relating to the exportation of used vehicles.

**Background**

On May 6, 1999, revised Customs Regulations governing the export of used vehicles went into effect. On June 1, 1999, U.S. Customs issued the above referenced Informational Pipeline that delineated requirements and operating procedures for exporting used vehicles. In response to the primary national security mission of Customs and Border Protection (CBP), the New York/Newark Area realigned legacy Customs inspection teams and priorities. These changes mandated the revision of current export vehicle operating procedures and policies in the seaport area.

With the recent volume increase of vehicle exports, CBP has revised several procedures presented in Informational Pipeline No. 05-05.

**Action**

The following changes to the New York/Newark Area procedures relating to the exportation of used vehicles are effective immediately:

- All required documentation must be presented to CBP at least 72 hours prior to export, not including weekends and Federal holidays.

**REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-SE-ALERT**

- Required documentation consists of the original certificate of title, a duplicate of the certificate of title (front and back) and a dock receipt, bill of lading or Intent to Export form, which must contain identifying vehicle information and endorsement by the export carrier which indicates the carrier's receipt and possession of the vehicle.
- Dock Receipts must not be altered in any way. Original Pier/Date stamps, VIN Numbers and Shipper/Consignee information must be legible and complete.
- All Terminals must stamp the Dock Receipt with a stamp which includes date and terminal location. Only one stamp format is to be utilized by each exporting carrier terminal location. CBP is in the process of acquiring copies of stamp formats from each export carrier terminal. Before a carrier changes its stamp format, an example must be submitted to the CBP export vehicle desk at 1210 Corbin Street, Port Elizabeth.
- The vehicle must be delivered to the exporting carrier prior to presentation of documents to CBP.
- The vehicle must be "held on dock" for a minimum of 72 hours after the carrier terminal accepts the vehicle, and export documents are presented to CBP. This timeframe does not include weekends or Federal holidays. The only exception to this timeline is when CBP processes and returns export documentation prior to the 72 hours.
- Documents will be processed on a first-in, first-out basis.
- CBP will no longer provide a stamped "release" for export vehicles, nor will CBP require vehicles to be "held on dock" awaiting such a release, past the 72 hour requirement. With no action or notification by CBP, vehicles may be loaded for export 72 hours after proper and compliant documents have been presented to the CBP Vehicle Export Desk at 1210 Corbin Street, Port Elizabeth.
- Under the provisions of 19 USC 1436, the vessel master is responsible for presenting a true manifest, and may be penalized if the subject vehicles are not detailed or otherwise accurately described on export manifest.
- When CBP designates vehicles for VACIS and/or physical inspection, CBP will utilize a standard, hardcopy "CBP Export Notification Document," issued to the export carrier, according to established local procedures.
- All containers scanned at a fixed base VACIS site, and subsequently designated for an enforcement examination, must be examined at the exam facility on that site.
- If for any reason the title or related paperwork is rejected by CBP, it is the shipper/forwarder's responsibility to notify the carrier to defer vehicle export until approved by CBP.

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION (1-800-BE-ALERT)

Documentation presented for export of a used vehicle will be processed Monday through Friday from 8 am to 3:45 pm at the Vehicle Export Desk located on the 3<sup>rd</sup> floor of 1210 Corbin Street, Elizabeth, New Jersey.

Additional information is available on the CBP Website at [www.CBP.gov](http://www.CBP.gov). Vehicle exports are detailed on the website in the Trade section's "Basic Importing and Exporting" category, under Export Documents, Licenses and Requirements ([http://www.cbp.gov/xp/cgov/trade/basic\\_trade/export\\_docs/](http://www.cbp.gov/xp/cgov/trade/basic_trade/export_docs/)). You may also contact the Assistant Area Director, Seaport Operations at (201) 443-0200.

*Adele* \_\_\_\_\_

Adele Pasano  
Area Director  
New York / Newark

Dist: CMC-3, CMC-16

REPORT DRUG SMUGGLING TO CUSTOMS AND BORDER PROTECTION 1-800-BE-ALERT

**EXHIBIT "B"**

12014228902

11/9/2012 4:37:31 PM PAGE 1/001 Fax Server

<b>COSCO</b>		<b>ARRIVAL NOTICE</b>		Sea WayBill BILL OF LADING NO. COSU 4505431850 SHIPPER REFERENCE: br2s100510mi PO NUMBER:						
<b>SHIPPER</b> Ocean World Lines, Inc. 8950 NW 52nd Terrace, Suite 304 Miami, FL - 33156 United States		<b>CONSIGNEE</b> NAVY CAPITAL INC 1166 87th St, FL11 NEW YORK, NY Tel: 5482917548 Fax: 68-887-8853		<b>NOTIFY PARTY</b> ATLANTIC CARGO LOGISTICS, LLC 127 EAST NEW YORK AVENUE USA - DELAND, FL 32720 Phn: 001-386-490-9743						
<b>MAIL TO</b> Atlantic Cargo Logistics, LLC 127 East New York Avenue Deland, FL - 32720 United States		<b>BROKER</b>		<b>IT NO.:</b> CCL No./Firm Code: 4801 E416 CCL: NEW YORK, NY - 2 NEW YORK REGION IT Date: 13 Nov 2012						
<b>Vessel/Voyage arriving at PQD</b> HANJIN PHOENIX 114W				<b>ETA at: New York</b> on Tuesday, November 13, 2012 7:01 AM						
<b>Place of Receipt</b> Bremenhaven, Bremen, Germany				<b>Port of Loading</b> Bremenhaven		<b>ETA at: New York</b> on Wednesday, November 14, 2012 6:00 PM				
<b>Port of Discharge</b> New York		<b>Place of Delivery</b> New York, New York, New York, United States		<b>Cargo Pickup Location:</b> NYCD1 Maher Terminal, Berth 84 1210 Corbin Street Elizabeth, NJ 07201  1-908-527-8200						
Cont Size/ Type	Container Gross Weight	Cont Piece Count	Container No./ Seal No.	RF	Cargo a/ Piece Count	Weight/ Measurement	Brief Cargo Description	CPRS IT/ QPRS NO.		
20GP	1950 KG	1 PC	CAXU8911601 1089078	Total	1 PC	1950KG 15CBM				
					1 PC	1950KG 15CBM				
<b>Contact Office</b> Cosco Container Lines America, Inc. 333 East 57th Street, 20th Floor London, Illinois 60118 Phone: 630-541-4900/600-881-0211  Fax: (1)630-541-4900 Fax: (1)630-671-7822				<b>Freight Charge</b>	<b>Base COY</b>	<b>Amount</b>	<b>Exchange Rate</b>	<b>Payment COY</b>	<b>Payment Amount</b>	<b>Payment Office</b>
				<b>Total</b>						
Release of cargo can only be given against payment of the freight and charges shown in Total Payment Amount and the presentation of original bill of lading duly endorsed. All cheques should be sent with remittance advice showing vessel voyage and bill of lading number.										
<b>Remarks:</b> ALL DIV. I.T. RQST. MUST BE SENT BY 11/8 TO: DYANT@COSCO-USA.COM OR FAX: 630-541-4787. SEND D/O TO: DO@COSCO-USA.COM OR FAX: 201-210-3008.										

**EXHIBIT "C"**

2

Marine Transport Logistic Inc  
 63 Hook Road  
 Bayonne, NJ. 07002  
 USA



201-858-8600

Invoice

Reference #
IO-5010

Date	Due Date	Number
May/09/2013	May/16/2013	24261

<b>Bill to</b> IAM & AL GROUP, INC 115E 57 STREET, FL11 NEW YORK, NY 10022. USA		Shipper: ATLANTIC CARGO LOGISTICS LLC Consignee: ATLANTIC CARGO LOGISTICS LLC Origin/Destination: BRV / NYC Entry Date: Oct/3/2012 Carrier: Cosco AWB / BL No.: COSU4505431850 House Way Bill: Pieces / Weight: 1/0.00 lb Booking Number: COSU4505431850 Container No.: CAXU6911501
---	--	--

Year	Make	Model	VIN	Notes
2008	Mercedes-Benz	SL-Class	WBSK79FBF113072	STORAGE 05/04-6/05

Description of Charges	Quantity	Price	Amount
Storage Fee (5/04-6/05)	1.00	150.00	150.00

**TERMS AND CONDITIONS:**  
 This invoice contains cash on delivery terms for goods. Payment must be received no later than 10 business days after the date of invoice. Late payment will result in mandatory late payment fee of \$250 per day for each day of delinquency. Please remit promptly. All sales are final. No returns. Marine Transport Logistic Inc only. All ocean freight rates are quoted/ATL. Not to include. Case, cargo, Lumper, Lashing, Drayage and Export documentation fee.

**USD**      **150.00**

**PLEASE PAY THIS AMOUNT**

**RETURN PORTION**      To Ensure Proper Credit, Please Return This Portion With Payment

**Payment Instruction**

**For INTERNATIONAL Wire Transfers:**  
 HSBC BANK  
 89 RIVER DRIVE SOUTH  
 JERSEY CITY, NJ 07310  
 ROUTING: 021001088  
 SWIFT: MRMDUS33  
 Contact office for account information

**For DOMESTIC Wire Transfers:**  
 TD BANK  
 1701 ROUTE 70 EAST  
 CHERRY HILL, NJ 08034  
 ROUTING: 028013673  
 SWIFT: CBNAUS33  
 Contact office for account information

**MAILING ADDRESS**  
 Marine Transport Logistics  
 63 New Hook Rd  
 Bayonne, NJ 07002

**For ACH PAYMENTS:**  
 Contact Office for account information

Make all checks payable to - Marine Transport Logistics  
 Office: 201.858.8600 Fax: 201.858.8607

**Customer** IAM & AL GROUP, INC  
**Invoice** 24261      **File #:** IO-5010  
**Invoice Date:** May/09/2013  
**Container Number:** CAXU6911501  
**Origin:** BRV  
**Destination:** NYC  
**Amount:** USD 150.00

Year	Make	Model	VIN
2008	Mercedes-Benz	SL-Class	WBSK79FBF113072

**EXHIBIT "D"**



1-800-4BOBCAT(426-2228) www.bobcat-ent.com

Ship to: MAVL CAPITAL  
CPU

Invoice to: MAVL CAPITAL, INC  
115E 57TH ST  
FLOOR 11  
NEW YORK, NY 10022

P.O. Box 46345  
Cincinnati, OH 45246  
614-874-8848  
Fax 614-874-8960  
3688 Locom Rd  
Hilliard, OH 43026  
614-876-1116  
Fax 614-876-3116

1909 Cahill Drive  
Lexington, KY 40504-1197  
606-254-3988  
Fax 606-253-1138  
Mobile Branch  
Columbus, OH  
614-876-1116  
Fax 614-876-3116

19117 Middletown Industrial Blvd  
Louisville, KY 40229  
502-245-1911  
Fax 502-245-1918  
226 Hughes Blvd  
Mt. Zion, OH 45154  
937-444-3665  
Fax 937-444-8065

Branch		
01 - CINCINNATI, OH		
Date	Time	Page
05/06/2013	14:37:58 (O)	1
Account No.	Phone No.	Invoice No.
MAVL001	3479035896	804826
Ship Via	Purchase Order	
JAS		
A	B	
C	Salesperson	
	320	

INVOICE

Description	Amount
Stock #: 77193 Serial #: A3L938388 Rental S185 Bobcat Skid-Steer Loader	18000.00
Stock #: 86249 Serial #: NA New BC 68" Low Profile Bucket	850.00

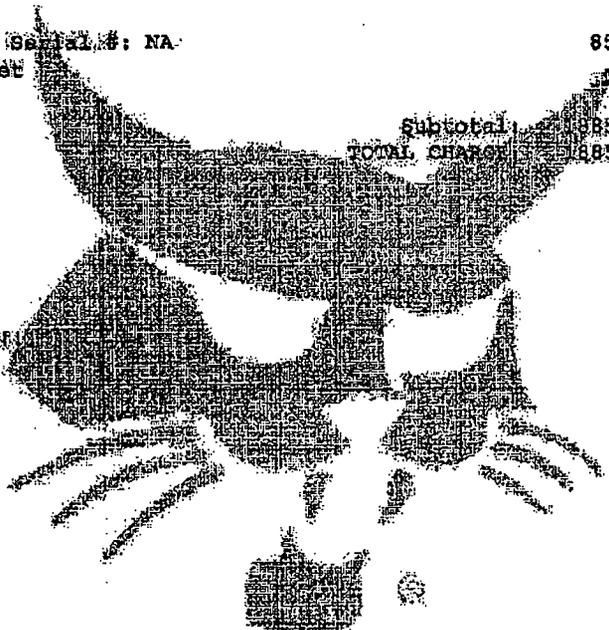
Subtotal: 18850.00  
TOTAL CHARGE: 18850.00

TAX: EXEMPT

WARRANTY: NONE AS IS

NET DUE AT PICKUP

THANK YOU FOR YOUR BUSINESS



DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, whether express or implied, including any and all warranties of merchantability or fitness for a particular purpose, and the seller further disclaims and assumes no authority to authorize any other person to assume any liability in connection with the sale of said products. Any and all warranties made by the manufacturer apply to the products of BOM.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice it has fully complied with section 12 (A) of the Fair Labor Standards Act of 1938 as amended.

Customer Signature:

"I agree to pay a bona total amount according to card ledger agreement (Merchant agreement if credit voucher)"

This invoice must accompany all returned parts.  
1% Handling charge on all returned parts.  
\$10.00 Minimum charge on parts.

TERMS: NET DUE ON RECEIPT OF INVOICE.  
2% Service charge will be computed on all invoices 30 days or more past due, which is an annual percentage rate of 24%.

PLEASE REMIT TO:

Bobcat Enterprises, Inc.  
P.O. Box 46345  
Cincinnati, OH  
45246-0345

**EXHIBIT "E"**

04/19/2013 WIRE TYPE: WIRE OUT DATE: 130419 TIME: 0515  
ET TRN: 2013061300219566 SERVICE...  -4,820.00

06/11/2013 WIRE TYPE: WIRE OUT DATE: 130611 TIME: 0855  
ET TRN: 2013061100123052 SERVICE...  -4,820.00

04/30/2013 WIRE TYPE: WIRE OUT DATE: 130430 TIME: 1339  
ET TRN: 2013043000258285 SERVICE...  -5,000.00

**Edit Description**

Type: Withdrawal

Description: WIRE TYPE: WIRE OUT DATE: 130430 TIME: 1339 ET  
TRN: 2013043000258285 SERVICE REF: 011021 BNF: ROYAL  
FINANCE GROUP INC. ID: 759635976 BNF BK: CITIBANK, N.A.  
ID: 021272655

Print transaction details

04/25/2013 WIRE TYPE: WIRE OUT DATE: 130425 TIME: 1455  
ET TRN: 2013042500183067 SERVICE...  -10,000.00

04/22/2013 WIRE TYPE: WIRE OUT DATE: 130422 TIME: 1415  
ET TRN: 2013042200236426 SERVICE...  -10,000.00

04/19/2013 WIRE TYPE: WIRE OUT DATE: 130419 TIME: 0515  
ET TRN: 2013041800280124 SERVICE...  -4,376.00

04/16/2013 WIRE TYPE: WIRE OUT DATE: 130416 TIME: 1417  
ET TRN: 2013041600218786 SERVICE...  -10,000.00

Previous | Oldest

Show deals: Off  | Downlo

Description	Type	Status	Amount
-------------	------	--------	--------

bits for "850"

[sh

13 WIRE TYPE:WIRE OUT DATE:130517 TIME:1703   -850.0

ET TRN:2013051700278454 SERVICE...

[Edit Description](#)

Type:

Withdrawal

Description:

WIRE TYPE:WIRE OUT DATE:130517 TIME:1703 ET  
 TRN:2013051700278454 SERVICE REF:012009 BNF:BOBC  
 ENTERPRISE INC. ID:0001286196 BNF BK:FI RST FINANCI  
 BANK, N ID:042200910 PMT DET:BOBCAT S185 STOCK:77

[Print transaction details](#)

**EXHIBIT "F"**

**Royal Finance Group, Inc**

1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304  
Tel: 646.725.1335

04/20/2013

**INVOICE # 1171MO**

TO :  
MAVL Capital, INC  
115E 57th Str, FL11  
New York, NY 10022  
3479035896  
Tax id: 680676853

**Description of services:**

---

2010 BOBCAT \$185 FROM CINCINATI, OHIO  
Stock # 77193  
BOBCAT COST : \$18,850  
DELIVERY: \$ 450  
SHIPPING TO KOTKA: \$ 500  
COMMISSION : \$ 897

---

**TOTAL COST : \$20,697**

**WIRING INSTRUCTION**  
Royal Finance Group, Inc  
1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304

**CITI BANK, N.A. CitiBank, N.A.**  
5 Marine View Plaza, Hoboken, NJ 07030 ABA: 021272655  
ACCOUNT: 759635976 SWIFT: CITI US 33

**EXHIBIT "G"**



**Economy Checking - 8611: Account Activity Transaction Details**

**Posting date:** 04/18/2013

**Amount:** -5,500.00

**Type:** Withdrawal

**Description:** WIRE TYPE:BOOK OUT DATE:130418  
TIME:1444 ET TRN:2013041800227080  
BNF:JAA BUYER WIRES ID:003756658677  
PMT DET:STOCK #11030324

04/30/2013 WIRE TYPE:WIRE OUT DATE:130430 TIME:1339 -5,000.00  
 ET TRN:2013043000258285 SERVICE... [C]

04/25/2013 WIRE TYPE:WIRE OUT DATE:130425 TIME:1156 -10,000.00  
 ET TRN:2013042500183067 SERVICE... [C]

04/22/2013 WIRE TYPE:WIRE OUT DATE:130422 TIME:1415 -10,000.00  
 ET TRN:2013042200236426 SERVICE... [C]

**Edit Description**

**Type:** Withdrawal

**Description:** WIRE TYPE:WIRE OUT DATE:130422 TIME:1415 ET  
 TRN:2013042200236426 SERVICE REF:008145 BNF:ROYAL  
 FINANCE GROUP ID:759635976 BNF BK:CITIBANK, N.A.  
 ID:021272655 PMT DET:PAMAMERA ML 350

Print transaction details

04/19/2013 WIRE TYPE:WIRE OUT DATE:130419 TIME:0515 -4,376.00  
 ET TRN:2013041800280124 SERVICE... [C]

04/16/2013 WIRE TYPE:WIRE OUT DATE:130416 TIME:1417 -10,000.00  
 ET TRN:2013041600218786 SERVICE... [C]



**EXHIBIT "H"**

**Royal Finance Group, Inc**

1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304  
Tel: 646.725.1335

04/20/2013

**INVOICE # 1172MO**

**TO :**  
MAVL Capital, INC  
115E 57th Str, FL11  
New York, NY 10022  
3479035896  
Tax id: 680676853

**Description of services:**

**2011 PORSCHE PANAMERA IAAI**

VIN# WP0AA2A75BL017399

<b>CAR COST :</b>	<b>\$35,379</b>
<b>DELIVERY:</b>	<b>\$ 950</b>
<b>SHIPPING TO KOTKA:</b>	<b>\$ 700</b>
<b>COMMISSION :</b>	<b>\$ 3,300</b>

**TOTAL COST ;** **\$40,429**

**WIRING INSTRUCTION**

Royal Finance Group, Inc  
1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304

**CITI BANK, N.A. CitiBank, N.A.**

5 Marine View Plaza, Hoboken, NJ 07030 ABA: 021272655  
ACCOUNT: 759635976 SWIFT: CITI US 33

**EXHIBIT "I"**



**Marine Transport Logistic Inc**

**DOCK RECEIPT**

<b>2. EXPORTER</b> (Principal or shipper, complete ship address and billing ZIP code) <b>MAVL CAPITAL</b> 63 NEW HOOK RD BAYONNE, NJ 07002. USA		<b>3. DOCUMENT NUMBER</b> NYNY 440126		<b>4. BL NUMBER</b> HBOL15168	
<b>3. CONSIGNEE TO</b>		<b>7. FORWARDING AGENT</b> (Name and address if referenced) Marine Transport Logistic Inc 63 NEW HOOK RD, BAYONNE, NJ 07002. USA		<b>5. EXPORT REFERENCED BY</b> MBL: EO-22456	
<b>4. NOTIFY PARTY / INTERMEDIATE CONSIGNEE</b> (Name and address) CROSS TRANS SERVICE GMBH Steubenstr. 7b, Tel: +494719458036, Bremerhaven D-27568 . GERMANY		<b>8. DOMESTIC ROUTING EXPORT INSTRUCTIONS</b>		<b>6. POINT (STATE) OF ORIGIN OR FTZ NUMBER</b>	
<b>12. PAID CARRIAGE BY</b>		<b>13. PLACE OF RECEIPT BY PRE-CARRIER</b>		<b>ETD</b> 07/29/2013 <b>ETA</b> 08/08/2013 <b>EST OFF DATE</b> 07/17/2013	
<b>14. EXPORTING CARRIER</b> APL SHANGHAI / 035E		<b>15. PORT OF LOADING EXPORT</b> New York		<b>16. LOADING PER TERMINAL</b>	
<b>18. FOREIGN PORT OF UNLOADING / VESSEL DAY OF UNLOAD</b> Bremerhaven		<b>17. PLACE OF DELIVERY BY ON-DARRER</b>		<b>19. TYPE OF MOVE</b> Vessel / Containerized	
<b>MARKS AND NUMBERS (18)</b>		<b>NUMBER OF PACKAGES (19)</b>		<b>DESCRIPTION OF CARGO (20)</b>	
CAIU8033698 7266877		1 PCS		2 CHAIRS AES XTN: 123456789 HBOL15168	
				<b>GROSS WEIGHT (21)</b> 68.04 Kg 150.00 Lb	
				<b>MEASUREMENT (22)</b>	

Carrier has a policy payment, settlement, or receipt of any cargo, or receipt of any cargo, which would be useful and/or the carrier's liability for 1984 is provided. ALSO PLEASE REFER TO CONSIGNEE'S EXTRA FRONT AND CARRIER'S LIMITATIONS OF LIABILITY

**DELIVERED BY:**

LIGHTER TRUCK

ARRIVED DATE \_\_\_\_\_ TIME \_\_\_\_\_

UNLOADED DATE \_\_\_\_\_ TIME \_\_\_\_\_

CHECKED BY \_\_\_\_\_

RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDERSIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED. COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED IN ANY OF ITS OFFICES

BY \_\_\_\_\_ RECEIVING CLERK

**EXHIBIT "J"**

Google

mlworld@mlworld.com

Click here to enable desktop notifications for 000-455-4 Mail. Learn more

Mail

COMPOS

Alex Solovyev <mlworld@mlworld.com>  
to me

Jun 14

54 of about 173

Alex Solovyev  
mlworld@mlworld.com

Inbox (1724)

Starred

Important

Sent Mail

Drafts (17)

Notes

More

Selected

2

Alex Solovyev

emiliosalesforce

General Manager

Logistic Department

Sales 1

Имя: Алексей

Имя: Светлана

Телефон: DCAR

ФИТ Ф0Т

Деньги получили. Оплата. И более под мои эконтом машины на колесе не покупали - как договорились!

Alexandr Solovyev  
Car Express & Import Inc  
As an agent for Marine Transport  
63 New Hook Road,  
Bayonne, NJ 07002  
Tel: 201-868-8600 Ext. 117  
Fax: 201-603-2172  
Cell: 666-221-1835  
Skype: alexandr.solovyev

Искренне уважаю, в случае возникновения вопросов обращайтесь по телефону или по электронной почте. С уважением,  
Александр Соловьев  
Искренне уважаю, в случае возникновения вопросов обращайтесь по телефону или по электронной почте. С уважением,  
Александр Соловьев

ALL COMMUNICATION IN THIS EMAIL IS PRIVILEGED AND INTENDED ONLY FOR THE ORIGINAL RECIPIENT. ALL OTHER USE OF SUCH COMMUNICATIONS PROHIBITED BY LAW.

Go Green! Please don't print this e-mail unless you REALLY REALLY need to.



Show details

**EXHIBIT "K"**

Главная Вид

Вырезать Обрезать  
 Копировать Изменить размер  
 Поворот

Bank of America Corporation (US)

07/06/2013 WIRE TYPE:V

https://secure.bankofamerica.com/myaccounts/details/transaction/search.do

3/2013	WIRE TYPE:WIRE OUT DATE:130708 TIME:1114 ET TRN:2013070800193713 SERVICE...	↑	□	-1,955.00
4/2013	WIRE TYPE:WIRE OUT DATE:130614 TIME:1109 ET TRN:2013061400180946 SERVICE...	↑	□	-3,425.00

**Edit Description**

**Type:** Withdrawal

**Description:** WIRE TYPE:WIRE OUT DATE:130614 TIME:1109 ET TRN:2013061400180946 SERVICE-REF:005329 BNF:ROYAL FINANCE GROUP INC. ID:759635976 BNF BK:C ITTBANK, N.A. ID:021272655 PMT DET:REF HARLEY DAVI DSON FXD

Print transaction details

3/2013	WIRE TYPE:WIRE OUT DATE:130613 TIME:1347 ET TRN:2013061300219566 SERVICE...	↑	□	-6,500.00
1/2013	WIRE TYPE:WIRE OUT DATE:130611 TIME:0855 ET TRN:2013061100123052 SERVICE...	↑	□	-4,820.00
3/2013	WIRE TYPE:WIRE OUT DATE:130430 TIME:1339 ET TRN:2013043000258285 SERVICE...	↑	□	-5,000.00
5/2013	WIRE TYPE:WIRE OUT DATE:130425 TIME:1156 ET TRN:2013042500183067 SERVICE...	↑	□	-10,000.00
2/2013	WIRE TYPE:WIRE OUT DATE:130422 TIME:1415 ET TRN:2013042200236426 SERVICE...	↑	□	-10,000.00
3/2013	WIRE TYPE:WIRE OUT DATE:130419 TIME:0515 ET TRN:2013041800280124 SERVICE...	↑	□	-4,376.00

**EXHIBIT "L"**

Description	Type	Status	\$ Amount
-------------	------	--------	-----------

s for "royal" [E

WIRE TYPE: WIRE OUT DATE: 130711 TIME: 1620      ↑      [C]      -11,800.  
 ET TRN: 2013071100261777 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130708 TIME: 1114      ↑      [C]      -1,955.  
 ET TRN: 2013070800193713 SERVICE...

**Edit Description**

**Type:** Withdrawal  
**Description:** WIRE TYPE: WIRE OUT DATE: 130708 TIME: 1114 ET  
 TRN: 2013070800193713 SERVICE REF: 005085 BNF: RC  
 FINANCE GROUP ID: 759635976 BNF BK: CITIBANK, N.  
 ID: 021272655 PMT DET: HARLEY DAVIDSON COPA RT

Print transaction details:

WIRE TYPE: WIRE OUT DATE: 130614 TIME: 1109      ↑      [C]      -3,425.  
 ET TRN: 2013061400180946 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130613 TIME: 1347      ↑      [C]      -6,500.  
 ET TRN: 2013061300219566 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130611 TIME: 0855      ↑      [C]      -4,820.  
 ET TRN: 2013061100123052 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130430 TIME: 1339      ↑      [C]      -5,000.  
 ET TRN: 2013043000258285 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130425 TIME: 1156      ↑      [C]      -10,000.  
 ET TRN: 2013042500183057 SERVICE...

WIRE TYPE: WIRE OUT DATE: 130422 TIME: 1415      ↑      [C]      -10,000.

**EXHIBIT "M"**

**From:** Dimitry [mailto:dimitry@mtlworld.com]  
**Sent:** Friday, September 06, 2013 3:36 PM  
**To:** 'kathyk@unitrans-pra.com'; 'olga@unitrans-pra.com'; 'Simon@unitrans-pra.com'  
**Cc:** 'alla@mtlworld.com'; 'Alex Solovjev'; Alkaplusinc (alkaplusinc@aol.com)  
**Subject:** Misdelivery of 3 Harley Davidsons Attention PRA President/Owner  
**Importance:** High

Good-afternoon Simon,

Please allow this letter to serve as formal notice that the below 3 units have been wrongfully shipped by your company. The units in question were purchased by Car Express & Import Inc, proof of purchase is attached. There was a fraudulent attempt to appropriate the units by MAVL CAPITAL without any authorization to do so. Your company was previously advised of this fact verbally on August 22, 2013 and this serves as formal notice of such. We are currently requesting that you hold the below mentioned cargo until release instructions are provided by Car Express & Import. We are awaiting your confirmation on this issue to avoid and further unnecessary legal action.

Units in question:

- 1) 2000 Harley Davidson Vin #1HD4CEM18YK133838
- 2) 2007 Harley Davidson Vin #1HD1GM4167K321645
- 3) 2004 Harley Davidson Vin #1HD1GRW364K327436

Regards,  
Dimitry Alper  
Director of Operations  
Legal Department  
Marine Transport Logistics  
63 New Hook Road  
Bayonne, New Jersey 07002  
Business Phone (201) 858-8600 Ext 120  
Fax 201-603-2824  
Skype: Dimitry Alper

Unless otherwise noted, all ocean freight quotations are valid for 30 days from the date of original quotation, subject to equipment availability, subject to any and all tariff adjustments valid at time of shipment. Inland freight quotations are subject to fuel surcharge increases, valid at time of shipment, subject to any fuel surcharges valid at time of shipment, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit, subject to availability of inland carrier at time of booking. Loading, lashing, securing, blocking and bracing of cargo is the shipper's responsibility. Carrier reserves the right to stow cargo in the best interest of the vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk. Dangerous cargo as defined by CFR or the IMDG Code, is subject to the line's approval at time of booking. Kindly note all vessel dates are subject to change. Equipment is subject to availability. By using MTL's services, client hereby agrees to terms and conditions which could be found at our website [www.MTLWORLD.com](http://www.MTLWORLD.com).

**ALL COMMUNICATION IN THIS EMAIL IS PRIVILEGED AND INTENDED ONLY FOR THE ORIGINAL RECIPIENT. ALL OTHER USE OF SUCH COMMUNICATION IS PROHIBITED BY LAW.**

**EXHIBIT "N"**

# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY FHEAD LOCATED APPROXIMATELY TWO INCHES FROM THE EDGE

REGISTRATION NO. 1076234  
VIN: 1G1ZC5E062L100000  
PLATE: 1076234  
REGISTRATION DATE: 10/23/2013  
REGISTRATION FEE: \$109.66  
SALES TAX: \$15.30  
TOTAL: \$124.96

### OWNER

PROGRESSIVE CASUALTY INSURANCE COMPANY  
100 INTERSTATE 75 NORTH  
ATLANTA, GA 30339-9222

### LESSOR OF SECURITY INTEREST

PROGRESSIVE CASUALTY INSURANCE COMPANY  
100 INTERSTATE 75 NORTH  
ATLANTA, GA 30339-9222

### ENDORSEMENT

ENDORSEMENT NO. 1076234

### RELEASE OF LIEN OR SECURITY INTEREST

RELEASED BY: PROGRESSIVE CASUALTY INSURANCE COMPANY  
DATE: 10/23/2013

SALE NO. 1076234  
BUYER: PROGRESSIVE CASUALTY INSURANCE COMPANY  
PO BOX 1727  
LOGANVILLE, GA 30052-1727

REGISTRATION NO. 1076234  
VIN: 1G1ZC5E062L100000  
PLATE: 1076234

REGISTRATION DATE: 10/23/2013  
REGISTRATION FEE: \$109.66  
SALES TAX: \$15.30  
TOTAL: \$124.96

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REGISTRATION DATE: 10/23/2013  
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REGISTRATION DATE: 10/23/2013  
REGISTRATION FEE: \$109.66  
SALES TAX: \$15.30  
TOTAL: \$124.96



*David West*

1076234

EXHIBIT "O"

**From:** Dimitry [mailto:dimitry@mtlworld.com]  
**Sent:** Friday, November 08, 2013 1:54 PM  
**To:** 'Simon Kaganov'  
**Cc:** 'Aleksander Solovyev'; [alla@mtlworld.com](mailto:alla@mtlworld.com)  
**Subject:** RE: Misdelivery of 3 Harley Davidsons Attention PRA: President/Owner

Good afternoon Simon,

We obtained the original title for Motorcycle Harley Davidson vin: #133838. Please advise where and when we can pick up above mentioned cycle. Appreciate your assistance.

Regards,  
Dimitry Alper  
Director of Operations  
Legal Department  
Marine Transport Logistics  
63 New Hook Road  
Bayonne, New Jersey 07002  
Business Phone (201) 858-8600 Ext 120  
Fax 201-603-2824  
Skype: Dimitry Alper

Unless otherwise noted, all Ocean freight quotations are valid for 30 days from the date of original quotation, subject to equipment availability, subject to any and all tariff adjustments valid at time of shipment. Inland freight quotations are subject to third-party increases valid at time of shipment, subject to any fuel surcharge valid at time of shipment, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country of origin, subject to availability of inland carrier at time of booking. Loading, lashing, securing, blocking and bracing of cargo is for shipper's account. Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck stowage is at shipper's risk. Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking. Kindly note all vessel dates are subject to changes. Equipment is subject to availability. By using MTL's services, client thereby agrees to terms and conditions which could be found at our website [www.MTLWORLD.com](http://www.MTLWORLD.com).

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**EXHIBIT "P"**

**TRT International**

**HOUSE BILL OF LADING**

<b>SHIPPER</b> MAVL CAPITAL, INC 115 E 67 Street, FL 11 New York NY United States 10022 Email:365895@gmail.com Tel:3478095898 Attn:Maxim Ostrovsky		<b>BOOKING NUMBER</b> ORF507306	<b>B/L NUMBER</b> ZIMU05291301-002
		<b>EXPORT REFERENCE</b> ITN: X20130528006374	
<b>COMSIGNEE</b> INNA KARPOVA STR. ENGELSA 7, office 404 NOVOROSIYSK Russian Federation 353900 Email:inness44@mail.ru Tel:+7 918 444 2353 / 8 909 448 7760 Attn:INNA KARPOVA		<b>FORWARDING AGENT</b>	
<b>NOTIFY PARTY</b> INNA KARPOVA STR. ENGELSA 7, office 404 NOVOROSIYSK Russian Federation 353900 Email:inness44@mail.ru Tel:+7 918 444 2353 / 8 909 448 7760 Attn:INNA KARPOVA		<b>POINT OF ORIGIN</b> NY	
<b>PLACE OF RECEIPT</b>		<b>DOMESTIC ROUTING / EXPORT INSTRUCTIONS</b> DO NOT RELEASE WITHOUT AUTHORIZATION, FREIGHT PREPAID, CSC COLLECT, FUEL DRAINED, BATTERIES DISCONNECTED.	
<b>EXPORTING CARRIER</b> ZIMU, ZIM TEXAS, 19E		<b>PORT OF LOADING</b> NEW YORK	<b>PORT OF TRANSHIPMENT</b>
<b>PORT OF DISCHARGE</b> Novorossiysk	<b>PLACE OF DELIVERY</b> Novorossiysk, Russia	<b>EXCESS VALUE DECLARATION IN PER CLAUSE 24</b> 0USD	

**PARTICULARS FURNISHED BY SHIPPER**

MARKS-CONTAINER NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	WEIGHT (kg)	CBM
cont# ZCSU8520980 Seal# 0038195	1	2010 Mercedes-Benz GL - VIN# 4JGBF2FE6AA562062  FUEL DRAINED BATTERIES DISCONNECTED  CARMINE LIQUOR	3150  Total weight: 3150	0.000
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS DIVERSION CONTRARY TO U.S. LAWS PROHIBITED ULTIMATE DESTINATION.				

TO OBTAIN DELIVERY, CONTACT  
 INNA KARPOVA  
 STR. ENGELSA 7, office 404  
 NOVOROSIYSK Russian Federation 353900  
 Email:inness44@mail.ru Tel:+7 918 444 2353 / 8 909 448 7760  
 Attn:INNA KARPOVA.

Received, the goods as described above by Shipper in apparent external good order and condition unless otherwise indicated herein or hereon, to be transported in accordance with all of the terms printed, written, typed or stamped in or on this B/L of two(2) pages, to which the Merchant agrees by accepting this B/L, any local privileges or customs notwithstanding. In witness whereof, three (3) Original B/Ls have been signed, and if one(1) is accomplished by delivery of the goods, issuance of a delivery order or by some other means, the others shall stand void. One (1) Original B/L must be surrendered, duly endorsed, in exchange for the goods or a delivery order.

Dates AT 250.PORT.ST On: 6/29/2013 By: TRT INTERNATIONAL, LTD\*  
 Freight Charges Payable At: \_\_\_\_\_ As Agent for the Carrier: \_\_\_\_\_

FMC # 020973N

**TRT International**

**HOUSE BILL OF LADING**

<b>SHIPPER</b> MAVL CAPITAL, INC 115 E 57 Street, FL 11 New York NY United States 10022 Email:365896@gmail.com Tel:3479035896 Attn:Maxim Ostrovsky		<b>BOOKING NUMBER</b> 300240411	<b>BL NUMBER</b> EISU07171318-003
		<b>EXPORT REFERENCES</b> ITN:X20130717030983	
<b>CONSIGNEE</b> ATC-Logistic OY Merituulentie 424 office 6010 Kotka FINLAND 48310 Email:office@hel.atcavla.com Tel:+358440620079 Fax:+3589 7530963 Attn: Marina		<b>FORWARDING AGENT:</b>	
<b>NOTIFY PARTY:</b> ATC-Logistic OY Merituulentie 424 office 6010 Kotka FINLAND 48310 Email:office@hel.atcavla.com Tel:+358440620079 Fax:+3589 7530963 Attn: Marjha		<b>PORT OF ORIGIN</b> NY	
<b>PLACE OF RECEIPT</b>		<b>DOMESTIC ROUTING / EXPORT INSTRUCTIONS</b> DO NOT ISSUE OBL, TELEX RELEASE ONLY. FREIGHT PREPAID, Q80 COLLECT. FUEL DRAINED, BATTERIES DISCONNECTED.  Total piece count = 3 pcs. Please send photostead copy to mbl@usair.com	
<b>EXPORTING CARRIER</b> EISU, SANTA PAOLA, 0189-018E		<b>PORT OF LOADING</b> NEW YORK	<b>PORT OF TRANSHIPMENT</b>
<b>PORT OF DISCHARGE</b> Kotka	<b>PLACE OF DELIVERY</b> Kotka, Finland	<b>EXCESS VALUE DECLARATION AS PER CLAUSE 24</b> OUSD	

PARTICULARS FURNISHED BY SHIPPER				
MARKS/NO. CONTAINER NUMBERS	NO OF PAGES	DESCRIPTION OF PACKAGES AND GOODS	WEIGHT (KGS)	CBM
cont# IMTU9082400 Seaf# 0038562	1	2012 Mercedes-Benz ML - VIN# 4JGDA5H88CA008732  FUEL DRAINED BATTERIES DISCONNECTED  CARMINE LIQUORI  THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS DIVERSION CONTRARY TO US LAW PROHIBITED; ULTIMATE DESTINATION.	Total weight: 2851	0.000
		<b>TO OBTAIN DELIVERY, CONTACT:</b> ATC-Logistic OY Merituulentie 424 office 6010 Kotka FINLAND 48310 Email:office@hel.atcavla.com Tel:+358440620079 Fax:+3589-7530963 Attn: Marina		

Received, the goods as described above by Shipper in apparent external good order and condition unless otherwise indicated herein or hereon, to be transported in accordance with all of the terms printed, written, typed or stamped in or on this B/L of two(2) pages, to which the Merchant agrees by accepting this B/L, any local privileges or customs notwithstanding. In witness whereof, three(3) Original B/Ls have been signed, and if one(1) is accomplished by delivery of the goods, issuance of a delivery order or by some other means, the others shall stand void. One (1) Original B/L must be surrendered, duly endorsed, in exchange for the goods or a delivery order.

Dates At: 250 PORT ST      On: 7/17/2013      By: TRT INTERNATIONAL, LTD\*  
 Freight Charges Payable At: \_\_\_\_\_      As Agent for the Carrier: \_\_\_\_\_

FMC # 020973N

**EXHIBIT "O"**

**Royal Finance Group, Inc**

1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304  
Tel: 646.725.1335

04/20/2013

**INVOICE # 1170MO**

**TO :**  
MAVL Capital, INC  
115E 57th Str, FL11  
New York, NY 10022  
3479035896  
Tax Id: 680676853

**Description of services:**

---

**2010 MERCEDES-BENZ GL-CLASS BASE**  
**4JGBF2FE6AA562062**

<b>CAR COST :</b>	<b>\$31,280</b>
<b>DELIVERY:</b>	<b>\$ 150</b>
<b>SHIPPING TO NOVOROSIYSK:</b>	<b>\$ 1,000</b>
<b>COMMISSION :</b>	<b>\$ 2,186</b>

---

**TOTAL COST :** **\$34,591**

**WIRING INSTRUCTION**  
**Royal Finance Group, Inc**  
1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304

**CITI BANK, N.A. CitiBank, N.A.**  
5 Marine View Plaza, Hoboken, NJ 07030 ABA: 021272655  
ACCOUNT: 759635976 SWIFT: CITIUS 33

**Royal Finance Group, Inc**

1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304  
Tel: 646.725.1335

04/20/2013

INVOICE # 1173MO

TO :  
MAVL Capital, INC  
115E 57th Str, FL11  
New York, NY 10022  
3479035896  
Tax id: 680676853

Description of services:

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2012 MERCEDES BENZ-ML350  
VIN# 4JGDA5HB8CA008732  
CAR COST : \$32,494  
DELIVERY: \$ 250  
SHIPPING TO KOTKA: \$ 700  
COMMISSION : \$ 2,500

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TOTAL COST : \$35,944

WIRING INSTRUCTION  
Royal Finance Group, Inc  
1040 Seminole Dr., Apt.1460  
Fort Lauderdale, Florida 33304

CITI BANK, N.A. CitlBank, N.A.  
5 Marine View Plaza, Hoboken, NJ 07030 ABA: 021272655  
ACCOUNT: 759635976 SWIFT: CITI US 33

**APPENDIX “2”**



Marcus Nussbaum <marcus.nussbaum@gmail.com>

---

**MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al. - S.D.N.Y. 13 Civ. 7110 (SLT)(RLM) - CCKVT Ref.: 9934/SHV**

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Stephen Vengrow <SVengrow@cckvt.com>  
To: Marcus Nussbaum <marcus.nussbaum@gmail.com>  
Cc: Eric Chang <EChang@cckvt.com>

Mon, Feb 23, 2015 at 1:52 PM

Re: MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al.  
S.D.N.Y. 13 Civ. 7110 (SLT)(RLM)  
Our Ref.: 9934/SHV

Dear Marcus,

In response to your February 18, 2015 email clarifying plaintiffs' request for production, please see the attached documents:

1. Salvage titles (front and reverse side) for the Mercedes SL65 and the Porsche Panamera.
2. Maersk B/L 560777509 for the Mercedes SL65 and the Porsche Panamera.
3. Royal Finance Group Invoice 40011 for the sale of the Bobcat S185 in the amount of \$8,000 [with \$2,650 paid in cash] and a statement reflecting a April 25, 2014 wire transfer from Igor Gudin for the balance of \$5,350. The bank statement has been redacted for all other transactions.
4. Royal Finance Group Invoice 347110 for the sale of the Mercedes SL65 in the amount of \$3,500. The bank statement showing payment for this transaction is for \$4,950, which includes payment of the \$3,500 for the Mercedes SL65 and \$1,450 toward an motorcycle purchase unrelated to this case. The bank statement has been redacted for all other transactions.

Regards.

Stephen H. Vengrow

Cichanowicz, Callan, Keane,  
Vengrow & Textor LLP  
61 Broadway, Suite 3000  
New York, NY 10006

**Page 001**

Tel: 212.344.7042  
Fax: 212.344.7285  
SVengrow@cckvt.com

CONFIDENTIAL: This message contains information from the law firm of Cichanowicz, Callan, Keane, Vengrow & Textor LLP which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this message in error, please inform us immediately and delete all copies of it from your system.

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 **9934 DOCUMENTS 2015-02-23.pdf**  
2541K

STATE OF CALIFORNIA

V61032013GT

SALVAGE CERTIFICATE

VEHICLE HISTORY

AUTOMOBILE

WPOAA2A75BL017399

2011 PORB

6TFN624

SD

G

\$19

09/02/2013

2011 WN

UP 1030324

03/20/13

03/20/2013

18361 MI

ACTUAL MILEAGE

STATE FARM MUTUAL  
AUTOMOBILE INS CO  
C/O IAA 111  
11535 BOUGLASS RD  
RANCHO CORONA CA 94742

WARNING:

The vehicle described herein has been declared a total loss salvage vehicle per CVC 11515 and may not be registered without a vehicle identification number (VIN) inspection per CVC 5505 and a brake and light inspection. In addition a certification of compliance (smog) may be required.

To transfer ownership of this vehicle the seller and buyer must complete the reassignment on the back of this certificate



<IAAI SLD 49336371 SALEDOCY>  
Stock#11032024 751501273 Sale Document (front)

been declared a total loss salvage vehicle



SALVAGE

000446

81187

KEEP IN A SAFE PLACE - VOID IF ALTERED

FIRST REASSESSMENT

TAM & AI Group

STATE FARM MUTUAL AUTOMOBILE INS CO

4117113

118361

mluthase

STATE FARM MUTUAL AUTOMOBILE INS CO 4117113



<IAAI SLD 49336372 SALEDOCZ>  
Stoc#11103024 75150279 Sale Document (Back)



FIRST REASSIGNMENT

*Meridian Auto Products Inc*

MERURY INSURANCE 10-8-10  
 MERURY INSURANCE  
 FEDERAL AND STATE LAW ACCOUNTS  
 620 484  
 WARNING: Merit  
 MERURY INSURANCE 10-8-10  
 MERURY INSURANCE

		<b>NON-NEGOTIABLE WAYBILL</b>	SCAC MAEU
			BL No. 560777509
<b>Shipper</b> MARINE TRANSPORT LOGISTICS INC 63 NEW HOOK ROAD BAYONNE NJ 07002 UNITED STATES		<b>Booking No.</b> 560777509	<b>BL Contract</b> 644011
<b>Consignee</b> MIDDLE EAST ASIA ALFA FZC ANDREY TRETIVKOV CORNICHE TOWER FLAT 220B, AJMAN, UAE Tell. +971 6 7454179 Cell. +971 56 1440911		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The Shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorized agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.	
<b>Notify Party</b> SAME AS CONSIGNEE		<b>Onward inland routing</b> (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
<b>Vessel</b> MAERSK MEMPHIS	<b>Voyage No.</b> 1305	<b>Place of Receipt</b> , Applicable only when document used as Multimodal Waybill	
<b>Port of Loading</b> NEW YORK, NY, US	<b>Port of Discharge</b> JEBEL ALI, UNITED ARAB EMIRATES	<b>Place of Delivery</b> , Applicable only when document used as Multimodal Transport B/L (see clause 1)	

**PARTICULARS FURNISHED BY SHIPPER**

<b>Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.</b>  1 Container Said to Contain 2 UNITS  2006 MERCEDES-BENZ SL-CLASS SL65 AMG; SL65 AM VIN# WDBSK79F86F113072 2011 PORSCHE PANAMERA BASE; 4 VIN# WP0AA2A75BL017399  X20130821010350  TCKU9589649 40 DRY 9'6 2 UNITS 4882.47 KGS Shipper Seal : 7269874 THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT PREPAID CY/CY Outward Forwarders reference EO-23147	<b>Weight</b> 4882.47 KGS	<b>Measurement</b>
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Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect																								
<table border="1"> <tr> <td> <b>Carrier's Receipt</b>, Total number of containers or packages received by Carrier:            1 container         </td> <td> <b>Place of Issue of Waybill</b>            Charlotte         </td> <td colspan="4">           Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"         </td> </tr> <tr> <td> <b>Shipped on Board Date</b> (Local Time)            2013-08-24         </td> <td> <b>Date Issue of Waybill</b>            2013-09-12         </td> <td colspan="4"></td> </tr> <tr> <td colspan="6"> <b>Declared Value</b>, Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$         </td> </tr> <tr> <td colspan="6"> <b>Forwarder</b>            MARINE TRANSPORT LOGISTICS            HOOK RD            Bayonne NJ            07002         </td> </tr> </table>						<b>Carrier's Receipt</b> , Total number of containers or packages received by Carrier: 1 container	<b>Place of Issue of Waybill</b> Charlotte	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"				<b>Shipped on Board Date</b> (Local Time) 2013-08-24	<b>Date Issue of Waybill</b> 2013-09-12					<b>Declared Value</b> , Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$						<b>Forwarder</b> MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002					
<b>Carrier's Receipt</b> , Total number of containers or packages received by Carrier: 1 container	<b>Place of Issue of Waybill</b> Charlotte	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"																											
<b>Shipped on Board Date</b> (Local Time) 2013-08-24	<b>Date Issue of Waybill</b> 2013-09-12																												
<b>Declared Value</b> , Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$																													
<b>Forwarder</b> MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002																													
<p align="right">Signed for the Carrier A.P. Muller - Maersk A/S trading as Maersk Line</p>  <p align="center">Maersk Agency U.S.A., Inc - Charlotte CRC As Agent(s) for the Carrier</p>																													

**ROYAL FINANCE GROUP, INC**  
**63 NEW HOOK ROAD**  
**BAYONNE, N.J. 07002**  
**TEL : 646.725.1335**

=====  
4/15/2014

COMMERCIAL INVOICE : 40011

TO : IGOR GUDIN  
VOLGOGRAD, RUSSIA

-----  
DESCRIPTION OF CARGO FOR SALE :

BOBCAT : S185 S/N : A3L938388 \$8,000

TOTAL COST : \$8,000

BOBCAT LOCATED IN HAMINA/ALBATROS TERMINAL.  
FREE OUT PRICE, RECEIVER RESPONSIBLE FOR ALL CHARGES IN  
FINLAND.  
CARGO SOLD AS IS, NO REFUND, NO RETURN.

CUSTOMER SIGNATURE

*\$26,50 paid in  
cash on 4/27/14*

*[Handwritten signature]*

Recent Account Activity October 27 2013 to April 25 2014

Start-of-day available

Current available

Debits & Credits for Checking Account

Start-of-day ledger

Current ledger

▼ Date ▲

▼ Description ▲ ▼ Credit ▲ ▼ Debit ▲

04/25/14

04/25/14

04/25/14

04/25/14

04/24/14

04/23/14

04/23/14

04/22/14

04/22/14

04/21/14

04/21/14

04/21/14

04/17/14

04/17/14

04/16/14

04/14/14

04/14/14

04/14/14

04/14/14

04/11/14

04/11/14

04/11/14

04/10/14

04/09/14

04/09/14

04/09/14

04/08/14

04/08/14

04/07/14

04/07/14

04/04/14

04/04/14

04/04/14

04/03/14

04/03/14

04/03/14

04/03/14

04/03/14

04/03/14

WIRE FROM HSUDNIGOR 042514-- 5,150.60



Citibank CBO Services 420  
P.O. Box 769018  
San Antonio, Texas 78245

403/R120FC30

009  
CITIBANK, N. A.  
Account

ROYAL FINANCE GROUP, INC.  
63 NEW HOOK ROAD  
BAYONNE NJ 07002

Page 1 of 3

Relationship Summary:

Checking \_\_\_\_\_  
Savings \_\_\_\_\_  
Checking Plus \_\_\_\_\_

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS FLEXIBLE CHECKING			
Average Daily Collected Balance			
DEPOSIT SERVICES CHECKS, DEP ITEMS/TICKETS, ACH	9	.4000	3.60
**WAIVE			\$0.00
Total Charges for Services			\$0.00
Net Service Charge			\$0.00

CitiBusiness Flexible Checking

Beginning Balance:  
Ending Balance:

Date	Description	Debits	Credits	Balance
12/05				
12/06	FUNDS TRANSFER WIREFROM CROCUS_FZE	Dec 06	4,950.00	
12/06				
12/06				
12/09				
12/09				
12/09				
12/09				
12/09				
12/10				
12/10				
12/10				
12/12				

**APPENDIX “3”**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Marcus A. Nussbaum, Esq. (MN 9581)  
P.O. Box 245599  
Brooklyn, NY 11224  
Tel: 201-956-7071  
Fax: 347-572-0439  
Attorney for Plaintiffs  
marcus.nussbaum@gmail.com

<p>MAVL CAPITAL, INC., IAM &amp; AL GROUP INC., and MAXIM OSTROVSKIY,</p> <p><i>Plaintiffs,</i></p> <p>— vs. —</p> <p>MARINE TRANSPORT LOGISTICS, INC., ROYAL FINANCE GROUP, INC., CAR EXPRESS &amp; IMPORT INC., ALEKSANDR SOLOVYEV, DIMITRY ALPER, and JOHN DOE CORP., the unidentified Vessel Operating Common Carrier/Ocean Liner,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION</p> <p>Docket No.: 1:13-cv-07110-SLT-RLM</p> <p><b><u>CERTIFICATION OF ALEXANDER SAFONOV</u></b></p>
--	--

Alexander Safonov, pursuant to 28 U.S.C. § 1746, making the following Certification under penalty of perjury, in lieu of an oath or affidavit says:

1. I am the President and Owner of a corporation known as Crocus Investments (“Crocus”), a non-party to this action.
2. I was also an owner of a foreign corporation known as Middle East Asia Alfa, FZC (“MEAA”), also a non-party to this action.
3. I submit this Certification in response to various misrepresentations of fact made by the defendants and their counsel in this matter, as they pertain to two automobiles allegedly sold to MEAA by the defendants herein and which are at issue in this matter, to wit: (1) a 2006

Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 (the "Mercedes"); and (2) a 2011 Porsche Panamera, VIN ending in 7399 (the "Porsche").

4. I have read and reviewed an email, dated February 23, 2015 from counsel for defendants herein to counsel for plaintiffs herein, together with attachments (all of which are annexed hereto as **Exhibit "A"**).

5. The representations made in paragraph "4" of the email from defendants' Counsel are false, to wit: that defendant Royal Finance Group ("RFG") allegedly sold the Mercedes to MEAA for the amount of \$3500.00 (this paragraph also makes reference to an additional \$1,450.00 paid toward a motorcycle purchase, unrelated to this matter, for a total sum of \$4950.00 paid by MEAA to RFG). Paragraph "4" of the email from defendants' Counsel also makes reference to an invoice from RFG to MEAA (# 347110) purporting to indicate a sale of the Mercedes to MEAA, a copy which is attached to the February 23, 2015 email at page "10".

6. At no time did MEAA ever receive invoice # 347110 from the defendants and at no time did MEAA ever purchase the Mercedes from defendants herein. MEAA's only involvement with this vehicle was repair and storage of the vehicle in Dubai, UAE at defendants' direction and request. See the attached invoice (#a20) dated August 20, 2014 for "customs fees, auto repair, and storage" which was emailed by MEAA to the defendants herein, a copy of which is annexed hereto as **Exhibit "B"**.

7. I also respectfully refer the Court's attention to a bank statement provided by defendants and their counsel (attached to the February 23, 2015 email at page 11), and which indicates a wire in the amount of \$4950.00 from Crocus to RFG on December 6, 2013. I note that it appears as though either defendants or their counsel have altered this document to show that this wire transfer was made on account of MEAA. This is also a false representation of fact by the defendants and/or their counsel.

8. Defendants herein have alleged that this wire of \$4950.00 was payment for the Mercedes and motorcycle purchase. This is untrue. I note that defendants herein have alleged in a separate lawsuit before the Federal Maritime Commission (Docket No. 15-04) that this wire of \$4,950.00 was actually for the purchase of a boat trailer (with VIN # LW95141 – 37), which Crocus purchased from the defendants herein for the amount of \$4,950.00. On or about December 3, 2013, defendant RFG provided Crocus with an invoice (# 1204 AS) for the sale of the boat trailer, a copy of which is annexed hereto as **Exhibit "C"**.

9. I also respectfully refer the Court to the attached document from a matter in which Crocus has filed a claim against the defendants herein before the Federal Maritime Commission, Docket No. 15-04, as a result of the defendants' violations of the Shipping Act of 1984. This document, entitled: "Respondents Proposed Findings of Fact, and Response to Complainants' Proposed Findings of Fact" is annexed hereto as **Exhibit "D"**.

10. Paragraph "14" on Page "6" of Respondents Proposed Findings of Fact contains an admission by the defendants herein that Crocus paid "\$4950 toward the purchase of a boat trailer...See Royal Finance Group Invoice # 1204 AS".

11. With specific regard to the Porsche, I wish to inform the Court that similar to the Mercedes, MEAA did not purchase this vehicle from the defendants herein.

12. The Porsche (together with the Mercedes) was shipped to MEAA in Dubai, UAE, at the request of defendants Alexander Solovyev, RFG and Marine Transport Logistics ("MTL"). At their direction and request, MEAA performed the customs clearance for these vehicles, paid customs duties, repaired and stored these vehicles. At their direction and request, MEAA paid \$50,000 for the customs duties, repair and storage of the vehicles, which defendants Alexander Solovyev and MTL promised to repay. (See the invoice in Exhibit "B" for \$50,000) At Solovyev's request, after the repairs were complete, MEAA released the vehicles to defendants' consignee.

However, Solovyev and MTL failed to repay the \$50,000.00 to MEAA, which to date remains unpaid.

13. Unbeknownst to me, Mr. Solovyev and Mr. Tretykov were engaging in a fraudulent scheme whereby they were importing stolen vehicles (such as the Porsche and Mercedes) into Dubai under the pretense that said vehicles were salvage vehicles. In Dubai, after the vehicles were repaired, they were issued a new title. This allowed Mr. Solovyev and Mr. Tretykov to sell the stolen vehicles with a clean title to third-parties.

14. As a result of this ongoing fraudulent scheme, I opened a criminal investigation in Dubai against Mr. Tretykov who subsequently fled the country.

The foregoing is true and correct to the best of my knowledge under penalty of perjury under 28 U.S.C. § 1746.

Executed on April 13, 2016

  
Alexander Safonov

Exhibit "A"



Marcus Nussbaum <marcus.nussbaum@gmail.com>

---

**MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al. - S.D.N.Y. 13 Civ. 7110 (SLT)(RLM) - CCKVT Ref.: 9934/SHV**

---

Stephen Vengrow <SVengrow@cckvt.com>  
To: Marcus Nussbaum <marcus.nussbaum@gmail.com>  
Cc: Eric Chang <EChang@cckvt.com>

Mon, Feb 23, 2015 at 1:52 PM

Re: MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al.  
S.D.N.Y. 13 Civ. 7110 (SLT)(RLM)  
Our Ref.: 9934/SHV

Dear Marcus,

In response to your February 18, 2015 email clarifying plaintiffs' request for production, please see the attached documents:

1. Salvage titles (front and reverse side) for the Mercedes SL65 and the Porsche Panamera.
2. Maersk B/L 560777509 for the Mercedes SL65 and the Porsche Panamera.
3. Royal Finance Group Invoice 40011 for the sale of the Bobcat S185 in the amount of \$8,000 [with \$2,650 paid in cash] and a statement reflecting a April 25, 2014 wire transfer from Igor Gudim for the balance of \$5,350. The bank statement has been redacted for all other transactions.
4. Royal Finance Group Invoice 347110 for the sale of the Mercedes SL65 in the amount of \$3,500. The bank statement showing payment for this transaction is for \$4,950, which includes payment of the \$3,500 for the Mercedes SL65 and \$1,450 toward an motorcycle purchase unrelated to this case. The bank statement has been redacted for all other transactions.

Regards.

Stephen H. Vengrow

Cichanowicz, Callan, Keane,  
Vengrow & Textor LLP  
61 Broadway, Suite 3000  
New York, NY 10006

**Page 001**

Tel: 212.344.7042  
Fax: 212.344.7285  
SVengrow@cckvt.com

CONFIDENTIAL: This message contains information from the law firm of Cichanowicz, Callan, Keane, Vengrow & Textor LLP which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this message in error, please inform us immediately and delete all copies of it from your system.

---

 **9934 DOCUMENTS 2015-02-23.pdf**  
2541K

STATE OF CALIFORNIA

SALVAGE CERTIFICATE

320  
117

10101201301

AUTOMOBILE



WISSAMAH SELBY

2011 PORS

GTEN624

BD

G

019

08/02/2012

2011 VN

UP 1030320

03/20/13

03/20/2013

13362 117

ACTUAL MILEAGE

STATE FARM MUTUAL  
AUTOMOBILE INS CO  
C/O IAA LLC  
11535 DOUGLAS RD  
RINCHO COPALUA CA 95742

WARNING:

The vehicle described herein has been declared a total loss salvage vehicle per CVC 11515 and may not be registered without a vehicle identification number (VIN) inspection per CVC 5505 and a brake and light inspection. In addition a certification of compliance (smog) may be required.

For transfer of ownership of this vehicle the seller and buyer must complete the assignment on the back of this certificate

10101201301

<IAAI SLD 49336371 SALEDOCY>  
10101201301



SALVAGE

8118772

000416

KEEP IN A SAFE PLACE - VOID IF ALTERED

FIRST REASSESSMENT

I hereby certify that the information furnished on this Schedule (and the tax return to which it is attached) is true and correct to the best of my knowledge and belief, and I am not aware of any information that would require this Schedule to be amended to reflect such information.	
Name of the taxpayer <b>TAM &amp; AI Group</b>	Social Security Number <b>4117113</b>
Name of the insurance company <b>STATE FARM MUTUAL AUTOMOBILE INS CO</b>	Policy Number <b>4117113</b>
Federal and State Law Reference The applicable law is <b>18 361</b>	Other information <b>4117113</b>



CIAAI SLD 49336372 SALEDOCZ>  
Stock#11193024 20150227 Sale Document (Back)

STATE OF CALIFORNIA  
SALVAGE CERTIFICATE

13408301024

9-14-10

AUTOMOBILE

WDBSK23478211071

CV

30YH434  
09/02/2010  
08/10/10  
MI

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

The vehicle described herein was inspected and found to be a total loss by the Department of Motor Vehicles (DMV) on 09/02/2010. The vehicle was inspected by a DMV representative (VIN) inspection on 09/02/2010. The vehicle was inspected by a DMV representative (VIN) inspection on 09/02/2010. The vehicle was inspected by a DMV representative (VIN) inspection on 09/02/2010.

To transfer ownership of this vehicle, the purchaser must provide a copy of this certificate to the Department of Motor Vehicles (DMV) and pay the appropriate fees.

CVC 11515 requires the transferor to provide a copy of this certificate to the purchaser at, or prior to, the time of sale that the vehicle has been declared a total loss salvage vehicle.

SALVAGE



7418976

000012

FIRST REASSIGNMENT

*Manhattan Auto Products Inc.*

*10-8-10*

MERCURY INSURANCE  
MERCURY INSURANCE

*60484*

MERCURY INSURANCE

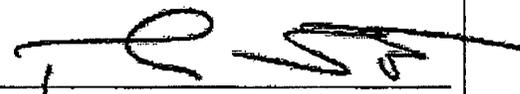
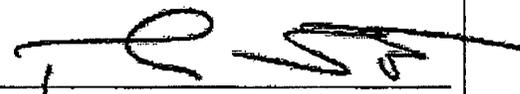
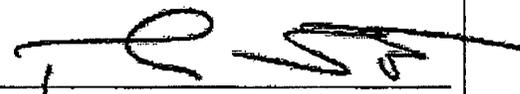
MERCURY INSURANCE

*10-8-10*

		<b>NON-NEGOTIABLE WAYBILL</b>	
		SPAC MAEU	BL No. 560777509
<b>Shipper</b> MARINE TRANSPORT LOGISTICS INC 63 NEW HOOK ROAD BAYONNE NJ 07002 UNITED STATES		<b>Booking No.</b> 560777509	
<b>Consignee</b> MIDDLE EAST ASIA ALFA FZC ANDREY TRET'YKOV CORNICHE TOWER FLAT 2208, AJMAN, UAE Tell. +971 6 7454179 Cell. +971 56 1440911		<b>Export references</b> EO-23147	
<b>Notify Party</b> SAME AS CONSIGNEE		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorized agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.	
<b>Vessel</b> MAERSK MEMPHIS		<b>Voyage No.</b> 1305	
<b>Port of Loading</b> NEW YORK, NY, US		<b>Port of Discharge</b> JEBEL ALI, UNITED ARAB EMIRATES	
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
		Place of Receipt. Applicable only when document used as Multimodal Waybill	
		Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)	

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.  1 Container Said to Contain 2 UNITS  2006 MERCEDES-BENZ SL-CLASS SL65 AMG; SL65 AM VIN# WDBSK79F86F113072 2011 PORSCHE PANAMERA BASE; 4 VIN# WPOAA2A75BL017399  X20130821010350  TCKU9589649 40 DRY 9'6 2 UNITS 4882.47 KGS Shipper Seal : 7269874 THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED. SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT PREPAID CY/CY Outward Forwarders reference EO-23147	<b>Weight</b> 4882.47 KGS	<b>Measurement</b>
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect																								
<table border="1"> <tr> <td> <b>Carrier's Receipt.</b> Total number of Containers or packages received by Carrier:            1 container         </td> <td> <b>Place of Issue of Waybill</b>            Charlotte         </td> <td colspan="4">           Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"         </td> </tr> <tr> <td> <b>Shipped on board date (Local Time)</b>            2013-08-24         </td> <td> <b>Date Issue of Waybill</b>            2013-09-12         </td> <td colspan="4"></td> </tr> <tr> <td colspan="6"> <b>Declared Value.</b> Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$         </td> </tr> <tr> <td colspan="3"> <b>Forwarder</b>            MARINE TRANSPORT LOGISTICS            HOOK RD            Bayonne NJ            07002         </td> <td colspan="3">           Signed for the Carrier A.P. Moller - Maersk A/S trading as Maersk Line               Maersk Agency U.S.A., Inc - Charlotte CRC            As Agent(s) for the Carrier         </td> </tr> </table>						<b>Carrier's Receipt.</b> Total number of Containers or packages received by Carrier: 1 container	<b>Place of Issue of Waybill</b> Charlotte	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"				<b>Shipped on board date (Local Time)</b> 2013-08-24	<b>Date Issue of Waybill</b> 2013-09-12					<b>Declared Value.</b> Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$						<b>Forwarder</b> MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002			Signed for the Carrier A.P. Moller - Maersk A/S trading as Maersk Line   Maersk Agency U.S.A., Inc - Charlotte CRC As Agent(s) for the Carrier		
<b>Carrier's Receipt.</b> Total number of Containers or packages received by Carrier: 1 container	<b>Place of Issue of Waybill</b> Charlotte	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"																											
<b>Shipped on board date (Local Time)</b> 2013-08-24	<b>Date Issue of Waybill</b> 2013-09-12																												
<b>Declared Value.</b> Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$																													
<b>Forwarder</b> MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002			Signed for the Carrier A.P. Moller - Maersk A/S trading as Maersk Line   Maersk Agency U.S.A., Inc - Charlotte CRC As Agent(s) for the Carrier																										

**ROYAL FINANCE GROUP, INC**  
**63 NEW HOOK ROAD**  
**BAYONNE, N.J. 07002**  
**TEL : 646.725.1335**

=====  
4/15/2014

COMMERCIAL INVOICE : 40011

TO : IGOR GUDIN  
VOLGOGRAD, RUSSIA

-----  
DESCRIPTION OF CARGO FOR SALE :

BOBCAT : 5185 S/N : A3L938388 \$8,000

TOTAL COST : \$8,000

BOBCAT LOCATED IN HAMINA/ALBATROS TERMINAL  
FREE OUT PRICE, RECEIVER RESPONSIBLE FOR ALL CHARGES IN  
FINLAND.  
CARGO SOLD AS IS, NO REFUND, NO RETURN.

CUSTOMER SIGNATURE

*\$26,50 paid in  
cash on 4/27/14*  
*[Signature]*

Recent Account Activity October 27 2013 to April 25 2014

Start-of-day available

Current available

Debits & Credits for Checking Account. [REDACTED]

Start-of-day ledger

Current ledger

▼ Date ▲

▼ Description ▲ ▼ Credit ▲ ▼ Debit ▲

04/25/14

04/25/14

04/25/14

WIRE FROM INSURANCE 042514 - 5,150.00

04/25/14

04/24/14

04/23/14

04/23/14

04/22/14

04/22/14

04/21/14

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04/16/14

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04/11/14

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04/11/14

04/10/14

04/09/14

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04/07/14

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04/03/14

04/02/14

04/02/14

04/02/14

04/01/14

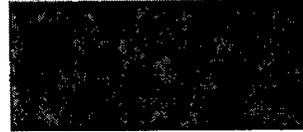


Citibank CBO Services 420  
P.O. Box 769018  
San Antonio, Texas 78245

402R1/20FC30

009  
CITIBANK, N. A.  
Account

ROYAL FINANCE GROUP, INC.  
63 NEW HOOK ROAD  
BAYONNE NJ 07002



Page 1 of 3



Relationship Summary:

Checking \_\_\_\_\_  
Savings \_\_\_\_\_  
Checking Plus \_\_\_\_\_



Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS FLEXIBLE CHECKING			
Average Daily Collected Balance			
DEPOSIT SERVICES CHECKS, DEP ITEMS/TICKETS, ACH	9	.4000	3.60
**WAIVE			\$0.00
Total Charges for Services			\$0.00
Net Service Charge			\$0.00



CitiBusiness Flexible Checking

Beginning Balance:  
Ending Balance:

Date	Description	Debits	Credits	Balance
12/05				
12/06	FUNDS TRANSFER WIFE FROM CROCUS FZE	Dec 06	4,950.00	
12/06				
12/09				
12/09				
12/09				
12/09				
12/10				
12/10				
12/10				
12/12				

Exhibit "B"

From: asiaalifa fzc <asiaalifa@fzc@gmail.com>  
 Subject: Fwd: invoice -Porsche panamera-2011 Mercedes SL-65  
 Date: November 12, 2015 at 14:07  
 To: elena@mvlawadvocate.com

Forwarded message  
 From: asiaalifa fzc <asiaalifa@fzc@gmail.com>  
 Date: 2014-08-20 13:34 GMT-04:00  
 Subject: invoice -Porsche panamera-2011 Mercedes SL-65  
 To: [mtiworld@mtiworld.com](mailto:mtiworld@mtiworld.com)

**INVOICE #a20**

August 20, 2014

Middle East Asia Alfa ,FZC  
 UAE, SAIF Sharjah  
 Executive Suite  
 P.O.Box 9133, C3-31/09  
 Account Number 102 467 704 79 03  
 IBAN-AE 100 260 001 024 677 047 903  
 BANK ADDRESS - P.O.BOX-777 EMIRATES NBD, DUBAI MARINA BRANCH

BILL To:  
 Royal Finance Group, Inc  
 1040 SEMINOLE DR APT 1460 FORT LAUDERDALE, 33304

#	DESCRIPTION	TOTAL \$
1	customs fees, auto repair, storage Porsche panamera 2011 VIN:WP0AA2A758L017399	44000
2	Mercedes SL 65 -2006 VIN:WDBSK79F86F113072	6000
	<b>TOTAL due</b>	<b>50 000 \$</b>

## INVOICE #a20

August 20, 2014

Middle East Asia Alfa ,FZC  
UAE, SAIF, Sharjah  
Executive Suite  
P O Box 9133, C3-31/09  
Account Number 102 467 704 79 03  
IBAN- AE 100 260 001 024 677 047 903  
BANK ADDRESS - P O BOX-777 EMIRATES NBD DUBAI MARINA BRANCH

BILL To  
Royal Finance Group, Inc  
1040 SEMINOLE DR APT 1460 FORT LAUDERDALE, 33304

#	DESCRIPTION	TOTAL,\$
1	customs fees, auto repair, storage Porshe panamera 2011 VIN WP0AA2A75BL017399	44000
2	Mercedes SL 65 -2006 VIN WDBSK79F86F113072	6000
	<b>TOTAL due</b>	<b>50 000 \$</b>

Exhibit "C"

**Royal Finance Group, Inc**

1040 Seminole Dr , Apt.1460  
Fort Lauderdale, Florida 33304  
Tel 646 725 1335

12/3/2013

INVOICE # 1204 AS

TO  
CROCUS FZE  
UAE. DUBAI, Palm - Jumeira,  
Shoreline,AL HASEER,  
apartment -705  
ALEXANDER SAFONOV

TEL +971 56 678 0202

CARGO DESCRIPTION

boat trailer 2005 NTTRL vim# LW95141 - 37'

TOTAL COST :

\$4,950.00

WIRING INSTRUCTION

Royal Finance Group, Inc  
1040 Seminole Dr , Apt.1460  
Fort Lauderdale, Florida 33304

**CITI BANK, N.A. CitiBank, N.A.**

5 Marine View Plaza, Hoboken, NJ 07030 ABA 021272655  
ACCOUNT 759635976 SWIFT CITI US 33

Exhibit "D"

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

---

**DOCKET NO. 15-04**

---

**CROCUS INVESTMENTS, LLC AND CROCUS, FZE**

**(Complainants)**

**v.**

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

**(Respondents)**

---

**RESPONDENTS' PROPOSED FINDINGS OF FACTS, and RESPONSE TO  
COMPLAINANTS' PROPOSED FINDINGS OF FACT**

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**By: CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
Attorneys for Respondents  
Marine Transport Logistics, Inc., and  
Aleksandr Solovyev**

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New York, New York 10006-2802  
(212) 344-7042**

**Respondents' Proposed Findings of Fact.**

1. Respondent Solovyev, through his company Car Express, is an agent of MTL.

(See Complainants' Proposed Finding of Fact No. 20, See Dep. Tr. of Solovyev, at 37:24 – 38:16, 48:2 – 49:4; See Dep. Tr. of Alla Solovyeva, at 18:13-16; See also August 13, 2014 email from Solovyev to Complainants, with the signature block stating that "Car Express & Import, Inc., As an agent for Marine Transport", at Appendix CX 103).

2. World Express & Connection, Inc. is a warehouse, separate and independent from Marine Transport Logistics, Inc.

(See deposition testimony from Aleksandr Solovyev ("Solovyev"), at 19:2-3, and Alla Solovyeva, Dep. Tr. of Alla Solovyeva, at 15:9-16, Appendix CX 261-264).

3. Andrey Tretyakov, an employee at Middle East Asia Alfa, was the person responsible for booking shipments with MTL on behalf of Complainants.

(See Dep. Tr. of Solovyev, at 48:20 – 49:4, 51:16-19; Dep Tr. of Alla Solovyeva, at 24:14-16, 29:3-15, 46:16 – 47:9).

4. Complainants did not book the export shipment of the 2010 Formula Boat from U.S. to Jebel Ali, with MTL.

(See Dep. Tr. of Alexander Safonov, on behalf of Complainants, at 64:25 – 65:8).

5. Complainants did not pay ocean freight for the shipment of the 2010 Formula Boat.

(See Appendix CX 031 and Respondents' Proposed Findings of Fact No. 14 for the total paid by Complainants, which is not inclusive of the \$13,000 estimated ocean freight for the 2010 Formula Boat.)

6. The May 30, 2014 shipment from Dubai to U.S. of the 2008 Chaparral Boat and 2011 Monterey Boat, was performed by APL under APL B/L No. APLU020188407.

(See Appendix RX 05).

7. MTL is not a shipper on the APL B/L No. APLU020188407.

(See Appendix RX 05).

**Respondents' Response to Complainants' Proposed Findings of Fact.**

1. Alexander Safonov is the owner of Crocus, FZE and Crocus Investments, LLC.

**Response:**

Admit.

2. Alexander Safonov also owned Middle East Asia Alfa, FZC and employed Andrey Tretyakov.

**Response:**

Admit.

3. Aleksandr Solovyev is the owner of Royal Finance Group, Inc.

**Response:**

Admit.

4. Solovyev, through Royal Finance Group, Inc. issued invoices for shipping to Complainants.

**Response:**

Deny.

Royal Finance Group ("RFG") advanced payments on behalf of the foreign Complainants to Co-Part (a U.S. auction site), and to other companies (e.g. MTL, Car Express, inland trucking companies). This was done as a convenience to Complainants so that Complainants would only need to make a single "lump sum" wire-transfer payment to RFG and, accordingly, could avoid paying the fees associated with sending multiple wire transfers. In this way, Complainants would also avoid incurring penalties for late payment to the auction site, which could occur if there are delays with the foreign wire transfers. (See Dep. Tr. of Solovyev, at 45-17 – 47:25). RFG, in turn, charged a commission to Complainants for its services. (See Dep. Tr. of Solovyev, at 46:8-14).

5. Solovyev through Royal Finance Group, Inc. forwarded payments he had collected from Complainants for MTL's shipping services to MTL.

**Response:**

Admit.

6. Aleksandr Solovyev is the owner of World Express and Connection, Inc., the company which MTL alleges has current custody of Complainants' property.

**Response:**

Admit.

7. World Express and Connection, Inc. and MTL both have the same address at 63 New Hook Road, Bayonne, NJ 07002.

**Response:**

Admit in part. World Express & Connection ("WEC") and MTL are two of several businesses that are located at 63-69 New Hook Road, Bayonne, NJ 07002.

8. Aleksandr Solovyev is married to Alla Solovyeva who is the owner of MTL.

**Response:**

Admit in part. Solovyev and Solovyeva are currently separated, but not yet legally divorced.

9. Aleksandr Solvyev used the email address [mtlworld@mtlworld.com](mailto:mtlworld@mtlworld.com).

**Response:**

Admit.

10. Alla Solovyeva uses the email address [alla@mtlworld.com](mailto:alla@mtlworld.com).

**Response:**

Admit.

11. Aleksandr Solovyev has been identified as the managing member of Marine Transport Logistic, Inc.

**Response:**

Deny.

Solovyev is not a managing member of MTL. Solovyev does not own MTL and is not employed by MTL. (See Dep. Tr. of Solovyev, at 35:7-15). Car Express & Import, Inc., a company owned by Solovyev, is an agent of MTL. (See Dep. Tr. of Solovyev, at 37:24 – 38:16, 48:2 – 49:4; See Dep. Tr. of Alla Solovyeva, at 18:13-16; See also August 13, 2014 email from Solovyev to Complainants, with the signature block stating that “Car Express & Import, Inc., As an agent for Marine Transport”, at Appendix CX 103).

Complainants refer to a LinkedIn Page (Appendix CX 016) wherein Solovyev lists his title as “general manager at Marine Transport Logistics.” LinkedIn is a professional networking site, and Solovyev exaggerated his involvement and importance with MTL as part of his online networking presence. But, this does not change the actual relationship between Car Express and MTL and Solovyev and MTL.

Complainants also refer to a “Vessel Bill of Sale” (Appendix CX 018) on which Aleksandr Solovyev is listed as “General Manager of Marine Transport Logistic [sp]”. It is believed that this document was generated unilaterally by Middle East Asia for purposes of clearing Jebel Ali Customs, without Solovyev’s input and consent, and the “Signature of Seller” is not that of Solovyev’s.

[Moreover, Complainants “obtained” the LinkedIn Page (Appendix CX 016) on July 29, 2015 and had the opportunity to question Solovyev concerning his LinkedIn profile and the Vessel Bill of Sale at his November 20, 2015, but Complainants elected not to ask any clarifying questions regarding the above two documents.]

12. Aleksandr Solovyev communicated on behalf of Marine Transport Logistics with the Complainants.

**Response:**

Admit in part. Car Express, as agent for MTL, communicated with MTL to obtain shipping quotes for Complainants. The final shipping instructions for the 2008 Chaparral Boat and 2011 Monterey Boat were given directly by Andrey Tretyakov of Middle East Asia to MTL. (See Dep. Tr. of Solovyev, at 51:16-19); (See Dep. Tr. of Solovyeva, at 46:18 – 47:9).

13. Marine Transport Logistic, Inc. permitted Aleksandr Solovyev to act on its behalf and hold himself out as its agent.

**Response:**

Admit in part. Car Express, a company owned by Solovyev, is an agent of MTL.

14. Complainants paid a total of \$99,739.00 for the purchase and shipment of three boats: 2008 Chaparral 190 SSI; 2011 Monterey 2014; and 2010 Formula 34PC.

**Response:**

Deny in part.

The total alleged to be paid by Complainants of \$99,739.00 is broken down as follows, and does not include payment for shipment of the 2010 Formula 34 PC ("2010 Formula Boat"):

- \$30,000 toward the purchase and loading/shipping of the 2008 Chaparral Boat and the purchase and loading/shipping of the 2011 Monterey Boat. (See Royal Finance Group Invoice # 1177AT in the amount of \$15,455 and Royal Finance Group Invoice # 1168AT in the amount of \$14,855; at Appendix CX 007 and CX 011). [Although the total of the two invoices is \$30,310; Respondent Solovyev confirms that the \$30,000 payment by Complainants was payment for Invoices # 1177AT and 1168AT.]
- \$59,780 toward the purchase and inland delivery *only* of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009, See Also the August 9, 2013 email from Respondent Solovyev to Complainants, at Appendix CX 020, attaching Royal Finance Group Invoice # 1189AT).
- \$4,950 toward the purchase of a boat trailer, for use in the anticipated shipping of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1204 AS, dated December 3, 2013, at Appendix CX 010.)
- \$5,000 is believed to have been paid by Complainants toward the purchase of a boat trailer, for use in the shipping and delivery of an un-related Sea Ray Boat. [But the date and proof of this payment has not been provided by Complainants to enable Respondents to confirm.]

As calculated above, the total of \$99,730 (i.e., \$30,000 + \$59,780 + \$4,950 + \$5,000), is the sum alleged to have been paid by Complainants.

However, Royal Finance Group Invoice # 1204 AS, dated December 3, 2014, with the amount of \$13,000.00 for "Loading/Shipping to Dubai" of the 2010 Formula Boat, was never paid and Complainants do not allege that they paid it. (See Appendix CX 028-029). Had such payment been made, the total paid by Complaints would be \$112,730 (i.e., \$99,730 + \$13,000). This was not paid because of the commercial end of Complainants' business in Jebel Ali and Complainants' decision not to ship the 2010 Formula Boat to Jebel Ali; Complainants ultimately, in August 2014, decided to move the 2010 Formula Boat to Florida.

15. In May 2013 Solovyev purchased the two smaller boats, Chaparral and Monterey for the Complainants and was ordered to ship the boats to Dubai via Marine Transport Logistic, Inc.

**Response:**

Deny.

Car Express purchased the 2008 Chaparral Boat and 2011 Monterey Boat on or about April 2013. Car Express, as agent for MTL, also assisted Complainants with measuring the boats and trailers and putting together the loading requirements and freight quotes from MTL. Once the quotes were agreed to, Andrey Tretyakov provided MTL with the shipping instructions for the 2008 Chaparral Boat and 2011 Monterey Boat from NJ to Jebel Ali. (See Dep. Tr. of Solovyev, at 51:3-19).

16. Those boats were shipped by MTL and arrived in Dubai.

**Response:**

Admit.

However, it is significant that in the Verified May 27, 2015 Formal Complaint in this proceeding [Docket No. 15-04], Safonov subscribed and swore, under oath, that as of February 2014, "MTL still has not made any shipments of the boats" and "Complainants contacted MTL, and requested that MTL reroute the shipment of *all three boats* to Florida, USA" (emphasis added). See Formal Complaint, at ¶ 20. This fact takes on particular importance in that it raises a real question as to whether Complainants contacted MTL in February 2014, as alleged, especially since no February 2014 communication has been produced by Complainants to substantiate this allegation, despite two requests to produce made by Respondents.

17. On or about August 7, 2013 Solovyev purchased the larger boat, Formula, for Complainants and Complainants ordered the boat to be shipped to Dubai via Marine Transport Logistic, Inc.

**Response:**

Deny.

Car Express purchased the 2010 Formula Boat on request of Complainants in August 2013, and invoiced Complainants \$59,780 toward the purchase and inland delivery *only* of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009).

But, Complainants did not “[order] the boat to be shipped to Dubai via Marine Transport Logistics, Inc.” Although Complainant may have originally intended to ship the 2010 Formula Boat to Dubai and an initial freight quote was provided to Complainants by Respondents, the commercial end of Complainants’ business in Jebel Ali and Complainants’ decision not to ship the 2010 Formula Boat to Jebel Ali resulted in Complainants not booking the shipment of the 2010 Formula Boat from NJ to Jebel Ali with MTL; not communicating any shipping instructions to MTL; and, not making payment for the shipping of the 2010 Formula Boat. (See Dep. Tr. of Alexander Safonov, on behalf of Complainants, at 64:25 – 65:8).

18. Complainants paid for the purchase and shipping of the boat.

**Response:**

Deny.

Assuming that Complainants are referring to the 2010 Formula Boat, Complainants paid \$59,780 for the purchase and inland delivery of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009). Complainants did not pay the \$13,000 initial freight quote for the loading and shipping of the 2010 Formula Boat. (See Appendix CX 028-029.)

19. Complainants also were invoiced and paid for a trailer to ship the Formula via roll on/ roll off.

**Response:**

Admit.

20. Marine Transport Logistic, Inc. did not ship the larger boat to Dubai between August 2013 and December 2013 (six months).

**Response:**

Deny in part.

In November 2013, Solovyev located a trailer to be used for the anticipated shipping of the 2010 Formula Boat to Dubai, but Complainants rejected the trailer in November 2013 because “[Complainant] didn’t like that trailer.” (See Dep. Tr. of Safonov, at 64:13-19). A “good or proper trailer that [Complainants] think is suitable” was located by Solovyev in December 2013, but Complainants still had not given any shipping instructions or paid for shipping, because Complainants, allegedly, “decided [Complainants didn’t] want to deal with [Tretyakov].” (See Dep. Tr. of Safonov, at 20-24; 64:25 – 65:8). The 2010 Formula Boat was, thus, “never shipped” by MTL because Complainants did not make a booking with MTL or pay for shipping; in other words, because Complainants *did not want* MTL to ship the 2010 Formula Boa to Dubai.

21. In December 2013, Solovyev on behalf of MTL contacted Safonov requesting a second payment for a trailer on which the larger boat was to be shipped roll on/roll off to Dubai.

**Response:**

Deny.

22. Safonov paid for a trailer for the Formula.

**Response:**

Admit.

23. Solovyev stopped communicating after receiving the second payment for the trailer until summer of 2014 (12 months passed since the purchase of the Formula.

**Response:**

Deny.

Deny that “Solovyev stopped communicating after receiving the second payment for the trailer until summer of 2014.” [In this Response, Respondents assume that “summer of 2014” refers to August 2014,

because Complainants frame their question as “12 months [having] passed since the purchase of the Formula”, which was made in August 2013.]

In particular, Safonov testified at deposition that in December 2013, Safonov and Solovyev “agreed and said we will deal with [the 2010 Formula Boat] after new year.” (See Dep. Tr. of Safonov, at 65:14-18). Safonov further alleges, although it has not been substantiated, that he sent a letter to Solovyev in February 2014, that letter has not been produced in discovery. (See Dep. Tr. of Safonov, at 65:9-13). Moreover, Safonov testified that in June 2014, he spoke with Solovyev by phone. (See Dep. Tr. of Safonov, at 68:3-10).

24. In August 2014, Safonov sent Solovyev a Demand Letter, requesting that Respondents immediately return his property.

**Response:**

Admit.

25. Respondents did not give Complainants notice of the storage fees until August 13, 2014, over a year after the Formula was purchased, and shipping to Dubai was paid by Complainants.

**Response:**

Deny.

Deny that “shipping to Dubai was paid by Complainants.” (See Response to Complainants Proposed Fact No. 18). Moreover, Tretyakov was informed of the storage by Solovyev. (See Dep. Tr. of Solovyev, at 64:16-24; 65:14-23).

26. In response to the Demand Letter, Solovyev issued an invoice for the storage of the Formula in the amount of \$39,409.39, charging for storage at the rate of \$9.60 per linear meter, equaling to \$105.31 per day.

**Response:**

Admit that upon receiving Complainants’ August 13, 2014 demand for the release of the 2010 Formula Boat, Royal Finance Group issued Invoice # 70C010, dated August 13, 2014 in the amount of \$39,409 for outstanding storage and unloading. (See Appendix CX 013.)

27. The storage fees in the invoice were contrary to Marine Transport Logistic, Inc.’s posted tariffs of \$20.00 per day.

**Response:**

Deny.

The storage of the 2008 Chaparral Boat, the 2011 Monterey Boat, and the 2010 Formula Boat was being done by World Express & Connection, Inc. The storage was not being performed by MTL, but rather by World Express. (See Appendix CX 261-266). Additionally, MTL's posted tariff rate applies only to "boats received [by MTL] for US export shipment." (See Appendix CX 178).

The 2008 Chaparral Boat and 2011 Monterey Boat were received by MTL, as a consignee only, on a APL bill of lading on a Dubai to U.S. import shipment and were delivered to World Express for storage by Solovyev pending instructions from the shipper, Middle East, on the APL bill of lading. The 2010 Formula Boat was delivered to World Express, with the initial contemplation by Complainant that the 2010 Formula Boat would be exported to Dubai through MTL. However, after 369 days with no booking made and no shipping instructions, and with Complainants, ultimately, after 369 days deciding *not* to export the 2010 Formula Boat with MTL, the storage fees (charged by World Express) would not be subject in any event to MTL's posted tariff.

28. After receiving the invoice for storage, Safonov gave Solovyev notification that he refused to pay the exorbitant and conjured up fees and demands his property be returned.

**Response:**

Admit that Complainants refused to pay the outstanding storage charges.

29. While the two smaller boats were in Dubai, Complainants purchased parts and refurbished the boats to a marketable condition. (Proffered Testimony of Alexander Safonov).

**Response:**

Respondents neither admit nor deny this Proposed Finding of Fact. In this regard, Respondents have not been provided any documents during discovery to show that the boats were "refurbished to a marketable condition," and Complainants cite as support only a non-specific photograph of a boat. (See Appendix CX 242).

30. On November 18, 2015, Solovyev through his company World Express & Connection, Inc. filed a lawsuit styled *World Express & Connection, Inc. v. Crocus Investments, LLC, Crocus FZE, Alexander Safonov, and Middle*

East Asia Alfa FZE, in the United States District Court, District of New Jersey under case number 2:15-cv-08126-KM-MAH claiming that Complainants owe the company \$115,259.51 in storage fees as a result of the transactions at issue.

**Response:**

Admit.

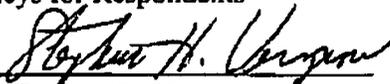
31. Marine Transport Logistic, Inc. produced copies of invoices during the discovery phase of this lawsuit that showed it paid World Express and Connection, Inc. for the storage of Complainants' boats.

**Response:**

Admit.

Dated: February 11, 2016

CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
Attorneys for Respondents

By: 

Stephen H. Vengrow  
svengrow@cckvt.com

Eric Chang  
echang@cckvt.com

61 Broadway, Suite 3000  
New York, New York 10006-2802  
(212) 344-7042

**APPENDIX “4”**

**VESSEL BILL OF SALE**

**SELLER :**  
Marine Transport Logistic  
New Hook Road 63  
Bayonne, NJ 07002  
Tel : 201.858.8600  
fax : 201.858.8607

**BUYER :**  
Middle East Asia Alfa FZE  
Sharjah U.A.E.  
P.O. Box 51352  
Cell +971 56 144 0911  
Tel :+971 4 434 0897

For the Sum and Consideration of : \$ 7,900.00 dollars .US

I (we) do hereby sell to the buyer(s) named above rights and interest in the vessel:

- 1. Boat **CHAPARRAL** Year 2008 Vin №: **FGBL3738D808**

The Seller further warrants that the vessel is free and clear of all bills, liens, mortgages and encumbrances of any nature. The seller also agrees (as agent to the owner) any bills, liens, mortgages and encumbrances of any nature that may exist at time of sale will be paid by the Buyers proceeds prior to funding Owner. The Seller further agrees to indemnify and save harmless the Buyer from and against anything happening or occurring prior to bate hereof and all expenses in connection there within including all attorneys fees and court costs.

Signature of Seller : *Alex Solovyev* Date: 5.22.2013  
Capacity : General Manager Seal

**ACKNOWLEDGEMENT**

State of New Jersey

County of Hudson

The foregoing instrument was acknowledged before me this 23 day of MAY 2013 by **Aleksandr Solovyev** as General Manager of Marine Transport Logistic a State of New Jersey Corporation on behalf of the corporation. He is Personally know to me or has produces IN and has taken the oath.

Seal

*[Signature]*  
Notary Public

**VADIM ALPÉR**  
Notary Public - State of New York  
No.02AL6223663  
Qualified in Kings County  
My Commission Expires 5/14/2014

HAP BOAT ONLY WHITE



16353843 S CH064177

031

# CERTIFICATE OF TITLE

16353843

1 FGBL3 738D8 08

2008 CHA

OPEN

STANDARD

18

FIBER

I/C

GAS

60.00 04-24-2013

ENCOMPASS INS OF NEW JERSEY  
1100 CORNWALL RD PO BOX 907  
MONMOUTH JCT NJ 08852

OWNER DL/CC #: 30846 55990 88520

COPY NUMBER

AM236229



State of New Jersey

CAUTION: BOAT MAY BE SUBJECT  
TO OTHER FILED LIENS.

AG HH20131140046

ALTERATION OR ERASURE VOIDS THIS TITLE. KEEP IN SAFE PLACE.

## VOID IF ALTERED

FOLD AND TEAR AT PERFORATION

THIS IS A RECEIPT DOCUMENT ONLY

HIN: 1 FGBL3738D808	DUP:	STATUS:
CHA 2008 OPEN GAS FIBER 18 PROP: I/O		
30846 55990 88520	TITLE I :	60.00
ENCOMPASS INS OF NEW JERSEY	SALES TAX :	
1100 CORNWALL RD PO BOX 907	LFIS :	0.00
MONMOUTH JCT NJ 08852	TOTAL (K) :	60.00
AG HH20131140046	60.00 I STANDARD	



AM236229

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

STATE OF NEW JERSEY

CUSTOMER COPY

**APPENDIX “5”**

## VESSEL BILL OF SALE

**SELLER :**  
Marine Transport Logistic  
New Hook Road 63  
Bayonne, NJ 07002  
Tel : 201.858.8600  
fax : 201.858.8607

**BUYER :**  
Middle East Asia Alfa FZE  
Sharjah U.A.E.  
P.O. Box 51352  
Cell: +971 56 144 0911  
Tel : +971 4 434 0897

For the Sum and Consideration of : **\$9,655, US DOLLARS**

I (we) do hereby sell to the buyer(s) named above rights and interest in the vessel:

1. **Boat MONTEREY Year 2011 Vin №: RGFMC1931011**

The Seller further warrants that the vessel is free and clear of all bills, liens, mortgages and encumbrances of any nature. The seller also agrees (as agent to the owner) any bills, liens, mortgages and encumbrances of any nature that may exist at time of sale will be paid by the Buyers proceeds prior to funding Owner. The Seller further agrees to indemnify and save harmless the Buyer from and against anything happening or occurring prior to date hereof and all expenses in connection there with including all attorneys fees and court costs.

Signature of Seller : *Alex Solovyev* Date: 4/30/2013

Capacity : General Manager

Seal

### ACKNOWLEDGEMENT

State of New Jersey

County of Hudson

The foregoing instrument was acknowledged before me this 30 day of Apr. 2013 by **Aleksandr Solovyev** as General Manager of Marine Transport Logistic a State of New Jersey Corporation on behalf of the corporation. He is Personally know to me or has produces \_\_\_\_\_ and has taken the oath.

Seal

*[Signature]*  
Notary Public

**VADIM ALPER**  
Notary Public - State of New York  
No.02AL62223663  
Qualified in Kings County  
My Commission Expires 6/14/2014

# CERTIFICATE OF TITLE

1253245

3 RGFMC 19310 11

2011 MON

OPEN

STANDARD

21

FIBER

I/O GAS

60.00 04-02-2013

METROPOLITAN PROP & CAS INS  
700 QUAKER LANE POB 350  
WARWICK RI 02887

1

OWNER DL/CC #:56169 41590 28871

THIS CERTIFICATE OF TITLE IS A RECEIPT DOCUMENT ONLY. IT IS NOT VALID UNLESS IT IS SIGNED BY THE REGISTERED OWNER AND THE TITLE OFFICE. THE REGISTERED OWNER OF THE MOTOR VEHICLE MUST SIGN THIS CERTIFICATE OF TITLE. THE REGISTERED OWNER OF THE MOTOR VEHICLE MUST SIGN THIS CERTIFICATE OF TITLE. THE REGISTERED OWNER OF THE MOTOR VEHICLE MUST SIGN THIS CERTIFICATE OF TITLE.

*[Signature]*

CONTROL

AM055926

State of New Jersey

11 MONT BOAT ONLY 2TONE

MOTOR VEHICLE



031

CAUTION: BOAT MAY BE SUBJECT TO OTHER FILED LIENS.  
12533543 S RFA07191

DATE

\_\_\_\_\_

SP155 10

LS V320130920085

ALTERATION OR ERASURE VOIDS THIS TITLE

KEEP IN SAFE PLACE

## VOID IF ALTERED

↑ FOLD AND TEAR AT PERFORATION ↑

THIS IS A RECEIPT DOCUMENT ONLY

HIN: 3 RGFMC1931011	DUP:	STATUS:
MON 2011 OPEN GAS FIBER 21 PROP: I/O		
56169 41590 28871	TITLE I :	60.00
METROPOLITAN PROP & CAS INS	SALES TAX :	
700 QUAKER LANE POB 350	LFIS :	0.00
WARWICK RI 02887	TOTAL (K) :	60.00
LS V320130920085 60.00 I STANDARD		



AM055926

CUSTOMER COPY

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

**APPENDIX “6”**

## VESSEL BILL OF SALE

**SELLER :**  
Marine Transport Logistic  
New Hook Road 63  
Bayonne, NJ 07002  
Tel : 201.858.8600  
fax : 201.858.8607

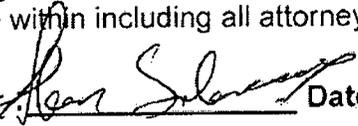
**BUYER :**  
Middle East Asia Alfa FZE  
Sharjah U.A.E.  
P.O. Box 51352  
Cell: +971 56 144 0911  
Tel : +971 4 434 0897

For the Sum and Consideration of : **\$11,555** , US DOLLARS

I (we) do hereby sell to the buyer(s) named above rights and interest in the vessel:

1. Boat **Four Winds** Year 2007 Vin №: **GFNMN113E707**

The Seller further warrants that the vessel is free and clear of all bills, liens, mortgages and encumbrances of any nature. The seller also agrees (as agent to the owner) any bills, liens, mortgages and encumbrances of any nature that may exist at time of sale will be paid by the Buyers proceeds prior to funding Owner. The Seller further agrees to indemnify and save harmless the Buyer from and against anything happening or occurring prior to date hereof and all expenses in connection there with including all attorneys fees and court costs.

Signature of Seller  Date: 4/30/2013

Capacity : General Manager

Seal

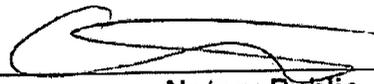
### ACKNOWLEDGEMENT

State of New Jersey

County of Hudson

The foregoing instrument was acknowledged before me this 30 day of April 2013 by Aleksandr Solovyev as General Manager of Marine Transport Logistic a State of New Jersey Corporation on behalf of the corporation. He is Personally know to me or has produces \_\_\_\_\_ and has taken the oath.

Seal **VADIM ALPER**  
Notary Public - State of New York  
No.02AL62223663  
Qualified in Kings County  
My Commission Expires 6/14/2014

  
\_\_\_\_\_  
Notary Public

PLANCHER, SETH  
1542 LAUREL HOLLOW  
LAUREL HOLLOW NY 11791

07 FOUR BOAT ONLY WHITE  
13269773 S 266182203  
030

# CERTIFICATE OF TITLE

## NEW YORK STATE



Title and Identification No.		Year	Make	Model Code	Body/Hull	Document No.
GFNMN113E707		2007	FO/WI	N/A	FIBE	516591P
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
	22	GAS	I/O	NEW	BOAT 7846FT	7/03/08

Name and Address of Owner(s)  
**PLANCHER, SETH**  
1542 LAUREL HOLLOW  
LAUREL HOLLOW NY 11791

VOID IF ALTERED

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder \_\_\_\_\_ - Lienholder \_\_\_\_\_

**\* NO LIENS RECORDED \***

**\* NO LIENS RECORDED \***

Lienholder \_\_\_\_\_ - Lienholder \_\_\_\_\_

**\* NO LIENS RECORDED \***

**\* NO LIENS RECORDED \***

MV-999 (7/05)

DEPARTMENT OF MOTOR VEHICLES

**APPENDIX "7"**

# VESSEL BILL OF SALE

**SELLER :**

Marine Transport Logistic  
New Hook Road 63.  
Bayonne, NJ 07002

Tel : 201.858.8600  
fax : 201.858.8607

**BUYER :**

Middle East Asia Alfa FZE  
Sharjah U.A.E.  
P.O. Box 51352  
Cell: +971 56 144 0911  
Tel : +971 4 434 0897

For the Sum and Consideration of : \$ 24,330.00 , DOLLARS .US

I (we) do hereby sell to the buyer(s) named above rights and interest in the vessel:

1. Boat SEARAY Year 2005 Vin №: SERT5333J405

The Seller further warrants that the vessel is free and clear of all bills, liens, mortgages and encumbrances of any nature. The seller also agrees (as agent to the owner) any bills, liens, mortgages and encumbrances of any nature that may exist at time of sale will be paid by the Buyers proceeds prior to funding Owner. The Seller further agrees to indemnify and save harmless the Buyer from and against anything happening or occurring prior to date hereof and all expenses in connection there with including all attorneys fees and court costs.

Signature of Seller: Alex Solovyev  
Capacity : General Manager

Date: 6.10.2013  
Seal

## ACKNOWLEDGEMENT

State of New Jersey

County of Hudson

The foregoing instrument was acknowledged before me this 10 day of JUNE 2013 by Aleksandr Solovyev as General Manager of Marine Transport Logistic a State of New Jersey Corporation on behalf of the corporation. He is Personally know to me or has produces ID and has taken the oath.

Seal

**VADIM ALPER**  
Notary Public - State of New York  
No. 02AL62223663  
Qualified in Kings County  
My Commission Expires 6/14/2014

[Signature]  
Notary Public

05 CRAY BOAT ONLY WHITE



030

18294823 S HFD5446

HABER, GREG, M  
4 SYCAMORE DR  
WOODBURY

NY 11797

000036

# CERTIFICATE OF TITLE

## NEW YORK STATE

www.nysdmv.com



Title and Identification No.

SERT5333J405

SERT5333J405

Year

2005

Make

SE/RA

Model Code

N/A

Body/Hull

PLAS

Document No.

642987I

Color

Wt./Sts./Lgh.

33

Fuel

GAS

Cyl./Prop.

I/O

New or Used

USED

Type of Title

BOAT

9785GC

Date issued

5/02/11

Name and Address of Owner(s)

HABER, GREG, M  
4 SYCAMORE DR  
WOODBURY NY

11797

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder \_\_\_\_\_

Lienholder \_\_\_\_\_

**\*\*NO LIENS RECORDED\*\***

**\*\*NO LIENS RECORDED\*\***

Lienholder \_\_\_\_\_

Lienholder \_\_\_\_\_

**\*\*NO LIENS RECORDED\*\***

**\*\*NO LIENS RECORDED\*\***

MV-998 (4/08)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED

**APPENDIX “8”**



PORT TYPE SEA	DEC TYPE IMPORT	DEC DATE 05/06/2013	DEC NO. 105-00739428-13
4 نوع المنفذ	3 نوع البيان	2 تاريخ البيان	1 رقم البيان

Customs Declaration

NET WEIGHT 7	CONSIGNEE / EXPORTER AE-2015742 - MIDDLE EAST ASIA ALFA FZC (I - 34239)	DELIVERY ORDER NO. رقم إذن التسليم
GROSS WEIGHT 5330 (kg)	INTERCESSOR CO. AE-1000181 - MAERSK KANOO (UAE) LLC	CAR./CAPT. الناقلة / القبطان / السائق
MEASUREMENT 13	COMMERCIAL REG. No. 11767	CARRIER'S NAME MAERSK WYOMING
NO. OF PACKAGES 2 - UNIT	EXPORT TO	VOYAGE / FLIGHT No. 1307

MARKS & NUMBERS NM	PORT OF LOADING NEWARK APT/NEW YORK	B/L - AWB No. / MANIFEST 560010878
19 العلامات والأرقام	18 ميناء الشحن	17 رقم البوليصا / المناقست
	PORT OF DISCHARGE JEBEL ALI	
	20 ميناء التفريغ	
	DESTINATION	
	21 جهة المقصد	

22 بند التعريف H.S. CODE	23 وصف البضاعة GOODS DESCRIPTION	24 بلد المنشأ ORIGIN	25 القيمة بالعملة الأجنبية CIF FOREIGN VALUE	26 النوع TYPE	27 السعر RATE	28 القيمة بالعملة المحلية CIF LOCAL VALUE	29 غنة الرسم DUTY RATE	30 نوع الإيراد INCOME TYPE	31 إجمالي الرسوم TOTAL DUTY
89039910	1 USED CHAPPAREL BOAT W	US	4755.00	USD	3.6930	20943.56	5.0	INS	1047.18
89039920	1 USED MONTEREY BOAT W	US	9855.00	USD	3.6930	39966.20	5.0	INS	1998.31

40 القيود الجمركية AGENCY	41 مرجع الفسخ RELEASE REF.	32 الكمية QTY.	33 النوع TYPE	34 الكمية QTY.	35 وحدة UNIT	36 الصافي NET	37 الغائب GROSS
		2	UNT	2	U	5330 kg	

الرسم DUTY	56	إجمالي الرسوم TOTAL DUTY	56
رسوم المناولة HANDLING	57	رسوم الأراضيات STORAGE	58
رسوم أخرى OTHER CHARGES	59	إجمالي الرسوم TOTAL FEE	60
طريقة الدفع PAYMENT METHOD	62	ضمان / شيك GUARANTEE/CHEQUE	63
تاريخ DATE	65	رقم إيصال الدفع RECEIPT NO.	67
بنك BANK	66	تاريخ DATE	68
رقم إيصال الدفع RECEIPT NO.	67	بنك BANK	69

المخلص الجمركي CLEARING AGENT	38	رقم الرخصة LICENCE No.	39
AEC CARGO SERVICES L.L.C		632243	
الترانزيت TRANSIT	50	خط السير ROUTE	
خروج EXIT PORT	51	فرد الخروج EXIT TRANSACTION NO.	52
تاريخ DATE	53	موظف أمن SECURITY OFFICER	54
مراقب ترانزيت TRANSIT OFFICER	55	تاريخ DATE	68

المعاينة INSPECTION	45	تاريخ الفسخ RELEASE DATE	49
أسباب عدم الفسخ REASONS FOR NOT RELEASING		05/06/2013	
Container Nos: MSKU4805380			
المعاين INSPECTOR	46		
رئيس المجموعة GROUP SUPERVISOR	47		
ملاحظات أخرى OTHER REMARKS	48		
[FOB] FRT: 6351.96 INS: 603.07 Total Value: 53954.73			

CARRIERS AGENT USE  
CONSIGNEE OR CLEARING USE

Go on-line with www.emirsal.com

صفحة الانترنت : http://www.dxbcustoms.gov.ae



**MAERSK  
LINE**

**NON-NEGOTIABLE WAYBILL**

SCAC MAEU

9/L No. 560010878

Shipper  
**MARINE TRANSPORT LOGISTICS INC  
63 NEW HOOK ROAD  
BAYONNE NJ  
07002 UNITED STATES**

Booking No.  
**560010878**

Export references  
**EO-20294**

Sub Contract  
**644011**

Consignee  
**MIDDLE EAST ASIA ALFA FZE  
JUMEIRAH VILLAGE CIRCLE, EMIRATES  
GARDEN  
MULBERRY-2, FLAT 119, DUBAI, UAE  
TEL: 97144340897**

This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.

Notify Party  
**SAME AS CONSIGNEE**

Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)

Vessel  
**MAERSK WYOMING**

Voyage No.  
**1307**

Place of Receipt. Applicable only when document used as Multimodal Waybill

Port of Loading  
**Newark**

Port of Discharge  
**JEBEL ALI, UNITED ARAB EMIRATES**

Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.

Weight  
**5329.71 KGS**

Measurement

**1 Container Said to Contain 2 Vehicles**

**2011 MONTEREY  
VIN# RGFMC193I011  
2002 CHAPARRAL  
VIN# FGB31748G102**

**X20130502013089**

**MSKU4805380 45 DRY 9'6 2 Vehicles 5329.71 KGS**

**Shipper Seal : 268274**

**THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE  
UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS.**

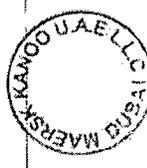
**DIVERSION CONTRARY TO U.S. LAW PROHIBITED.**

**SHIPPER'S LOAD, STOW, WEIGHT AND COUNT**

**FREIGHT PREPAID**

**CY/CY**

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
					
Carrier's Receipt. Total number of containers or packages received by Carrier. <b>1 container</b>		Place of Issue of Waybill <b>Charlotte</b>		Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"	
Shipped on Board Date (Local Time) <b>2013-05-05</b>		Date Issue of Waybill <b>2013-05-28</b>			
Declared Value Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$					
Signed for the Carrier A.P. Møller - Maersk A/S trading as Maersk Line					
<b>Maersk Agency U.S.A., Inc - Charlotte CRC</b> As Agent(s) for the Carrier					

**APPENDIX “9”**

H-1

**SAMUEL & STEIN**  
David Stein  
David Nieporent  
38 West 32<sup>nd</sup> Street  
Suite 1110  
New York, New York 10001  
(212) 563-9884  
dstein@samuelandstein.com

**FILED**

JUN 29 2015

KATHERINE R. DUPUIS  
P.J.Ch.

Attorneys for Defendants  
Vadim Alper and Prestige Shipping, Inc.

Marine Transport Logistics,  
Inc.,

Plaintiff,

- vs. -

Vadim Alper, et al,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
UNION COUNTY

DOCKET NUMBER UNN-C-061/15

CIVIL ACTION

CERTIFICATION OF VADIM ALPER

1. My name is Vadim Alper, though I usually go by the name Dimitry Alper.
2. I am fully familiar with the facts set forth herein, and I recite them on personal knowledge.
3. I am the founder, President, and CEO of Prestige Shipping Inc. ("Prestige"), and I make this certification on behalf of myself and Prestige.
4. I am the son-in-law of Alex and Alla Solovyeva, the owners of plaintiff Marine Transport Logistic, Inc. ("MTL").
5. In approximately 2009, I joined MTL as General Counsel.
6. In or about 2012, I informed MTL that I would no longer serve as General Counsel; while attorney-client

privilege prevents me from discussing the details, I felt that MTL was not following my legal advice and I did not want the liability of being known as the firm's attorney. To emphasize that I was no longer acting as general counsel, I took that title off my door and business cards. The new title that was agreed upon was "Director of Operations".

7. Although I had the title of Director of Operations, I had little authority. Indeed, at one point I tried to authorize an employee to enter into a transaction, and Alla Solovyeva made a general announcement via email that I could not make decisions involving more than \$5,000. (See Exhibit A.)
8. Nevertheless, I admit that I did have access to customer information as a result of my work at MTL. Indeed, I was responsible for bringing in many of those customers, as I played a role in sales; as part of my job, I traveled all over the world to secure business for MTL.
9. In or about 2013, I made it known to MTL that I felt I deserved more money for my efforts. The Solovyevs told me that they could not pay me more money directly, but told me that I could make additional money in sales commissions if I brought in new business.
10. As a result, I engaged in extensive sales efforts. However, although MTL paid me some monies for those sales efforts, they arbitrarily stopped paying me the commissions I had earned in or about the beginning of 2014. As a result, they currently owe me approximately \$50,000 in sales commissions.
11. In or about April 2015, my working relationship with Alla Solovyeva had gotten so bad that I did not think I could work with her any longer. I discussed this with the Solovyevs, and I proposed buying them out as owners of MTL.
12. In fact, we reached an oral agreement on the terms of that buyout in mid-April 2015. However, before we could commit the terms to paper, Alla Solovyev backed out. (A copy of the email chain discussing this negotiation is attached as Exhibit B.)

13. As a result, on April 20, 2015, I sent an email to MTL stating that I would be resigning from the company.
14. The next day, I got a profanity-laced text message from Alla Solovyev telling me to get out immediately. As a result, I packed up my office and left.
15. I categorically deny removing any information from MTL's offices on the day I left. When I left - in the middle of the day, in full view of everyone - I took some boxes, but those boxes contained personal effects such as photographs, sports memorabilia, etc. Indeed, MTL's accusation that the boxes contained files makes no sense; were I to have taken customer information, I would have taken it on a USB drive, not in cardboard boxes.
16. I did delete some emails from my computer before I left, but they were not work-related emails. Rather, because the company was a family business, I had sometimes used my work computer for personal matters, as well. It was emails related to those personal matters - such as emails to and from my doctor - that I deleted.
17. Because I was interested in buying MTL, I had no interest in undermining the company while I worked there. At no time while I worked there did I divert business away from MTL. MTL plucks a few isolated emails out of context from years of my working there and tries to claim otherwise, but there is nothing to those emails.
  - a. For instance, Plaintiff's Exhibit 5 - the email that I wrote to Lenny regarding "Bayside" in 2012 - did not involve the diversion of business from MTL to ACS. (If it had, I certainly would not have used my MTL email account!) Rather, Bayside wanted to do business in Savannah, where ACS is located and where MTL does not have a warehouse, and was not willing to go through MTL as an unnecessary middleman. As a result, I referred Bayside to ACS. As the result of an agreement I reached with ACS on behalf of MTL, ACS hired MTL to do some of the work relating to the contract, and MTL received compensation. The email I sent

later (Plaintiff's Exhibit 7) referring to "commission" was merely a joke among long time business colleagues; I received no money (either directly or through Prestige) for the job.

- b. Nothing in Plaintiff's Exhibit 6 shows anything at all about diverting business from MTL. Just the opposite: I invited the client and he came to MTL's facility in NJ, met with the staff, saw the operation and delivered over 20 vehicles (5 containers). He was also unhappy with the service and stopped shipping. However, even after that I tried getting him back to MTL as a customer. (See Exhibit C, attached.)
  - c. Plaintiff's Exhibit 8 reflects a transaction that took place after I left MTL; it did not involve an MTL client. Rather, the shipment was done through another NVOCC, "LILLY & ASSOCIATES" (reflected on plaintiff's exhibit) whom I contacted Monday night 4/21/15 right after I received the text message firing me. The Manager at that company is a personal friend of mine prior to me even working at MTL and he directed business to me the next day.
  - d. Plaintiff's Exhibit 9 simply shows me attempting to secure some business after I left MTL.
  - e. Plaintiffs' Exhibit 10 is even less significant. Although MTL tries to claim that this shows me taking one of MTL's customers, a part of the email chain that MTL did not include shows this customer explaining that he would never do business with MTL. (See Exhibit D, attached.)
  - f. Plaintiffs' Exhibit 11 all reflect transactions that took place after I left MTL; contrary to MTL's claims, it does not take 20-30 days of advance planning for simple shipments. While a large shipment might take that long, for small shipments such as these, it can be as little as 1-2 days to direct vehicles to a loading warehouse after purchase.
18. I filed incorporation papers for Prestige Shipping in 2012 in New York. However, the company existed only on paper at that point; other than that

corporate filing, I took no action with respect to Prestige.

19. In late 2014, realizing that the relationship between myself and the Solovyevs was deteriorating and that I might not be there for the long term, I filled out the paperwork to apply for an NVOCC license, which I ultimately obtained in or about October 2014.

20. However, that did not mean that I was engaged in business against MTL; as mentioned earlier, I still held out hope of eventually buying MTL.

21. After I left MTL in late April, I began actively soliciting business for Prestige. I sent out emails to various potential customers. These emails did not badmouth MTL, but simply announced that I was opening up a new business. (A sample of these emails is attached as Exhibit E).

22. Contrary to MTL's claims that their customers' contact information and the rates charged by MTL are confidential, those are actually public information. Companies with NVOCC licenses are required to publicly file their rates and their shipments with the Federal Maritime Commission ("FMC").

23. The identities of the major shipping customers are well known in the industry; I did not need to use any client files from my time at MTL to determine who to speak with.

24. I would estimate that approximately 20% of MTL's business comes from other NVOCC's and Freight Forwarders who are publically listed on the FMC website. In addition, another 70% of the business at MTL comes from medium to large size car dealers who advertise heavily online, such as shipyourcarnow.com, shipoverseas.com, easyhaul.com, auctionexport.com, and exporttrader.com. These companies want to be found by both clients and freight forwarders (to compete for better rates and services), and are easily found via google.

25. Moreover, contrary to MTL's claims, I have not been undercutting MTL's rates in my new business at Prestige. Prestige is a small company, and I am unable to match the much larger MTL's rates. I charge

my customers, including those who are also or were formerly MTL customers, higher rates than MTL does. (Despite my higher rates, I am able to secure some business through better customer service.) (A representative email chain showing that I do not undercut MTL is attached as Exhibit F.)

26. I have also spoken with several Prestige customers who have supplied affidavits supporting my position that I have not used any inside information or false statements in an attempt to win business. (Attached as Exhibit G.)

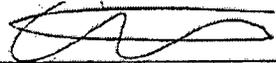
27. Vlad Kulyak was not, contrary to MTL's claims, the general manager of MTL. He was merely a RORO & Special Projects Manager. (A copy of his business card reflecting his real title is attached as Exhibit H.) He was looking to leave MTL, interviewing with other companies, long before I left to start Prestige, and he contacted me after I left for a job.

28. In contrast, I have heard from customers that MTL has been badmouthing me, telling customers that they should not do business with me because I am being sued for illegal activity and even going so far as saying that I stole \$1 million from MTL.

29. MTL is a large company, with thousands of current or former customers, and thousands more on a mailing list reflecting potential customers that it has solicited. In contrast, Prestige is a small company, with only a few dozen customers and about 150 prospective customers on its mailing list. Some of Prestige's customers previously had done business with MTL, but none of them exclusively; if Prestige is forbidden from dealing with these customers, it may not be able to remain in business.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false that I am subject to punishment.

Dated: June 24, 2015

  
Vadim (Dimitry) Alper  
STATE OF NEW JERSEY, COUNTY OF UNION,  
UNION COUNTY  
DEPUTY CLERK, SUPERIOR COURT OF NEW  
JERSEY, DO HEREBY CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL  
ON FILE IN MY RECORDS. I HAVE HEREUNTO  
SET MY HAND AND AFFIXED THE SEAL OF SAID  
COURT THIS 16<sup>th</sup> (sixteenth)  
DAY OF September 2016

**APPENDIX “10”**



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▶ [Disciplinary Review Board](#)

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▶ [Índice de Abogados de Nueva Jersey](#)

## NJ Attorney Detail

VADIM ALPER

NJ Attorney ID : 040172009

Bar Admission Date : 12/03/2009

City :

State :

County :

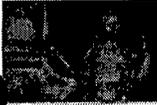
Phone Number :

Current Status : ACTIVE

(Click the Current Status link for a more detailed explanation of the status description. )

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## Attorney Detail

as of 10/24/2016

Registration Number:	4799185
	<b>VADIM ALPER</b>
	MARINE TRANSPORT LOGISTICS
	63 HOOK RD
	BAYONNE, NJ 07002-5004
	United States
	(201) 858-8600
E-mail Address:	Dimitry@mtlworld.com
Year Admitted in NY:	2010
Appellate Division	
Department of Admission:	2
Law School:	CUNY LAW
Registration Status:	Due to reregister within 30 days of birthday
Next Registration:	May 2016
Disciplinary History:	No record of public discipline

The Detail Report above contains information that has been provided by the attorney listed, with the exception of REGISTRATION STATUS, which is generated from the OCA database. Every effort is made to insure the information in the database is accurate and up-to-date.

The good standing of an attorney and/or any information regarding disciplinary actions must be confirmed with the appropriate Appellate Division Department. Information on how to contact the **Appellate Divisions** of the Supreme Court in New York is available at [www.nycourts.gov/courts](http://www.nycourts.gov/courts).

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COURTS

LITIGANTS

ATTORNEYS

JURORS

JUDGES

CAREERS

SEARCH

**APPENDIX “11”**

ORIGINAL

JF

JAMES A. SAVILLE, JR. - 046561998  
HILL RIVKINS LLP  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

FILED

JUN 19 2015

KATHERINE R. DUPUIS  
P.J.Ch.

102 South Broadway  
South Amboy, New Jersey 08879-1638  
(732) 838-0300  
jsaville@hillrivkins.com

-----X

MARINE TRANSPORT LOGISTICS, INC.	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION-UNION COUNTY
Plaintiff,	:	
	:	CIVIL ACTION
<b>-Against-</b>	:	
	:	DOCKET NO.: UNN-C- 0 6 1 1 5
VADIM ALPER; VOLODYMER KULYAK;	:	
PRESTIGE SHIPPING, INC.,; ALL CARGO	:	
SOLUTIONS, INC.; MIAMI CARGO	:	
SOLUTIONS, INC.; JOHN DOES I-IV	:	
and XYZ CORPS. I-IV.	:	
	:	
Defendants.	:	<u>VERIFIED COMPLAINT</u>
	:	

-----X

Plaintiff, Marine Transport Logistics, Inc. ("MTL") by and through its attorneys as and for its complaint against the above-named defendants hereby alleges based upon personal knowledge where applicable and otherwise upon information belief as follows:

PARTIES

1. Plaintiff, Marine Transport Logistics, Inc. ("MTL"), was and now is a New Jersey company with an office and principal place of business at 63 Hook Road, Bayonne, New Jersey.
2. Vadim Alper ("Alper") was and now is a citizen of the state of New York residing at 2820 Ocean Parkway, Apt. 20D, Brooklyn, New York. Alper is also referred to by his nickname "Dimitry".

COMPUTER  
JUN 19 2015  
SECTION

3. Volodymer Kulyak ("Kulyak") was and now is a citizen of the state of New Jersey residing at 420 Fairview Avenue, Apt. 4G, Fort Lee, New Jersey 07024.

4. Defendant Prestige Shipping, Inc. ("Prestige") was and now is a New Jersey company with an office and principal place of business at 1600 Lower Road, Unit 6A, Linden, New Jersey. Prestige operates as a licensed non vessel operating common carrier under official license no. 025149 and was and still is a direct competitor of MTL.

5. Defendant All Cargo Solutions, Inc. ("ACS") is a Florida corporation with an office and principal place of business 289 Telfair Road, Savannah, Georgia 31415 and at all material times, has and continues to, transact business in the state of New Jersey. ACS is not licensed as a NVOCC. Upon information and belief Leonid Ivanenko (also referred to as Lenny) is an owner, director and/or officer of ACS.

6. Defendant Miami Cargo Solutions, Inc. ("MCS") is a Florida corporation with an office and principal place of business 11700 NW 36<sup>th</sup> Avenue, Miami, Florida and at all material times has and continues to, transact business in the state of New Jersey. MCS is not licensed as a NVOCC. Upon information and belief Leonid Ivanenko (also referred to as Lenny) is an owner, director and/or officer of MCS.

7. Upon information and belief, at all material times hereto, defendants John Does are those individuals who aided and abetted Alper and/or Kulyak and are responsible in some manner for the acts complained of here and were at the relevant times the representatives, employees, agents, partners, joint venturers and/or directors of Prestige. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as John Does I-IV, and, therefore, sues these defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of defendants John Does I-IV when ascertained.

8. Upon information and belief, at all material times hereto, defendants XYX Corp. I-IV are those companies that aided or abetted Alper and Kulyak or are knowingly and intentionally using, disclosing and/or benefitting from the use and/or disclosure of MTL's confidential, trade secret information. Defendants XYZ Corp. I-IV acted in concert with Alper and/or Kulyak. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as XYZ Corps. I-IV, and, therefore, sues these defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of defendants XY Corps. I-IV when ascertained.

#### JURISDICTION AND VENUE

9. This Honorable Court has jurisdiction over defendants because defendants either are residents of New Jersey, are incorporated in New Jersey or have transacted and continue to transact business within the state of New Jersey at all material times relevant to the subject matter of this Complaint.

10. Venue for this action lies in Union County as Plaintiff is located in Union County and defendants have transacted, and continue to transact, business here and the causes of action are based here.

#### FACTS

11. MTL is an international shipping company founded in 1993 and operates as a non vessel operating common carrier under official license no. 018709, providing freight forwarding and logistics services to customers on a worldwide basis. The range of services which MTL provides to its customers includes ocean freight forwarding, air freight forwarding cargo warehousing, customs clearance and cargo consolidation services.

12. Alper was hired by MTL on November 6, 2009, as MTL's in-house counsel. During his time at MTL, he gave himself the title of Director of Operations as he was also involved with communications and the handling of interactions with the shipping lines and MTL's customers. Alper is the son-in-law of Alla Solovyev, the President of MTL and, therefore, occupied a unique position of trust.

13. In April 2015, Alper had the titles "Legal Department" and "Director of Operations" of MTL. During this same time, there were discussions between Alla Solovyev and Alper about selling MTL to Alper but no agreement was ever reached. Consequently, on or about April 15, 2015, Alper advised Alla Solovyev that he intended to leave MTL and start his own company. Thereafter, on April 20, 2015, Alper provided two weeks written notice of his resignation. A copy of Alper's Resignation email is attached hereto as Exhibit 1.

14. Prior to his departure and without the knowledge and consent of MTL, Alper deleted and erased his email correspondence on the MTL database.

15. Alper continued to be employed by MTL until April 24, 2015, and immediately after his departure began working for defendant Prestige Shipping, Inc. as the President and Chief Operating Officer. Alper currently works at Prestige's principal place of business which is, 1600 Lower Road, Unit 6A, Linden, New Jersey 07036.

16. According to the New Jersey "Business Entity Information and Records Service", Alper is the agent for service of process for Prestige and reported to be an "officer/director" of Prestige. A true and accurate copy of the printout from New Jersey "Business Entity Information and Records Service", is attached hereto as Exhibit 2.

17. According to the listing of Ocean Transportation Intermediaries, among which are non vessel operating common carriers ("NVOCC"), which is publicly available at the Federal

Maritime Commission's ("FMC") website <http://www2.fmc.gov/oti>, Alper is the President of Prestige and the effective date of the NVOCC bond that was issued on behalf of Prestige is October 1, 2014. There would be no need for a bond effective on October 1, 2014, unless Prestige was already actively operating as a NVOCC. A true and accurate copy of the printout associated with Prestige from the FMC's website is attached hereto as Exhibit 3.

18. According to Prestige's website, it was established in 2012, its main office is in Linden, New Jersey, the contact email address is [sales@prestigesgroup.com](mailto:sales@prestigesgroup.com) and it has offices throughout the country. A true and accurate copy of the printout from Prestige's website is attached hereto as Exhibit 4.

19. Kulyak is the former General Manager of MTL who resigned from MTL on or about May 15, 2015 and subsequently joined defendant Prestige Shipping, Inc. as its General Manager on or about May 18, 2015.

20. As part of MTL's regular business practices, MTL maintains a complete database of its present and prospective customers, including personal and confidential information, such as social security numbers, federal tax ids, contact information (names, address and emails) for both businesses and individuals, custom filings, etc. ("Confidential Information").

21. In order to protect this Confidential Information, passwords are required to access MTL's computer database.

22. On October 22, 2012, Alper emailed "Lenny" at defendant ACS advising Lenny that he had sent "the new client" Bayside to ACS. Upon information and belief, Lenny is Leonid Ivanenko. At that time, Bayside was a client of MTL. The email also stated that Alper gave him a "really low price just to get the business" and "[A]s per discussion profit share on deliveries".

MTL was not aware of this diversion of business and did not share in the profits. A true and accurate copy of the October 22, 2012, email is attached hereto as Exhibit 5.

23. In December 2012, a prospective customer of MTL contacted Alper to set up a meeting to discuss doing business. However, as can be seen in the email exchanges, Alper diverted the business to Lenny at ACS. A true and accurate copy of this exchange is attached hereto as Exhibit 6.

24. In February 2013, Alper again emailed Lenny seeking an additional booking confirmation for another shipment and asking "where is that bayside commission". A true and accurate copy of the February 7, 2013, email exchange is attached hereto as Exhibit 7.

25. During their employment at MTL both Alper and Kulyak serviced the customers of MTL with information and contact details provided to them by MTL. As part of their job responsibilities and to enable Alper and Kulyak to services the customers of MTL, MTL provided Alper and Kulyak access to the Confidential Information developed by MTL over its twenty year history. MTL paid Alper to Kulyak to not only perform their daily duties but develop, cultivate and maintain relationships with its customers. Alper and Kulyak were well aware of the confidential nature of the foregoing information.

26. There is no public source from which Alper and/or Kulyak could ascertain the identities of and contact information for MTL's clients as well as the rates charged by MTL. The identities of MTL's client's are generally not known to third parties and competitors such as Prestige. This information, especially information related to the rates that MTL's charged its customers is particularly valuable to competitors, such as Prestige, because it provides them with an unfair advantage by enabling them to undercut the rates charged by MTL in order to obtain the customer's business.

27. The books, files, and records of MTL, especially the data pertaining to MTL's clients and the rates charged constitute confidential and trade secret information. In order to protect this information, passwords are required to access MTL's computer database and 24 hour video surveillance is in use at MTL's offices.

28. Prior to April 22, 2015, and while still an employee of MTL, Alper solicited a customer of MTL in connection with the transportation of a 2002 Volkswagen Passat from New York to Singapore but directed this business to Prestige. The email confirmation attaching the dock receipt for the shipment was sent to Alper at MTL as well as to Prestige at the email address "sales@prestigesgroup". MTL did not receive any revenue from this shipment. A copy of the April 22, 2015, email is attached hereto as Exhibit 8.

29. On or about April 24, 2015, MTL's video surveillance recorded Alper removing 5 boxes, two of which were white and three of which were brown. In the two white boxes were MTL original files, including copies of MTL's financial records and MTL customer confidential and proprietary information, all of which Alper obtained during his time as MTL's in-house counsel. This was done without MTL's knowledge or consent.

30. Defendant Prestige is a direct competitor of MTL's and is engaged in the same line of business.

31. On May 15, 2015, and again on May 18, 2015, Alper emailed MTL's largest client in South America wondering why he had not received a response to his email. According to Alper, he was under the "impression that we would start working together and I would continue to service your account". Alper could have only gained the foregoing contact and customer details from the confidential and proprietary information he obtained and took from

MTL and, based on the tenor of the email may have solicited this client while he was still at MTL. A true and accurate copy of this exchange is attached hereto as Exhibit 9.

32. On June 12, 2015, Alper contacted a long time customer of MTL, who had not shipped with MTL in at least a year. As there had not been any recent shipments with this customer, it is clear that Alper used the customer's contact details which he had removed from MTL in order to contact this customer. As the customer was confused when he was contacted by Alper at Prestige, he forwarded the email exchange to another employee of MTL. A true and accurate copy of the solicitation and email exchange is attached hereto as Exhibit 10.

33. Alper also diverted business from another customer of MTL to Prestige while he was still employed at MTL. Prestige invoice No. 262, dated April 29, 2015; No. 26, dated May 1, 2015; No. 270, dated May 7, 2015; and No. 275, dated May 14, 2015, all evidence shipments from Ship Your Car Now LLC, a customer of MTL, arranged by Alper. As it takes anywhere from 20-30 days of advance planning to make arrangements for such shipments, it is clear that the shipments were arranged by Alper while he was still an employee of MTL. True and accurate copies of the foregoing invoices and Alper's covering email are attached hereto as Exhibit 11.

34. Based upon conversations with customers and other MTL employees, Alla Solovyev has also learned that Alper has been soliciting MTL's customers and also telling them that MTL is in dire financial circumstances, in under investigation and otherwise "bad mouthed" MTL all in an effort to steal away MTL's customers. Alper made these statements with knowledge that they were false and misleading. Alper's actions have tarnished and damaged the image and standing of MTL in the international shipping industry.

35. Neither Alper's nor Kulyak's conduct was privileged and had resulted in great and ongoing damage to MTL.

36. MTL believes and thereupon alleges that unless enjoined from doing so, Alper, Kulyak and Prestige will continue to solicit MTL's clients based upon information unlawful taken from MTL and MTL will continue to sustain substantial and irreparable harm.

**COUNT I**  
**(Injunctive Relief Against Defendants Alper, Kulyak and Prestige)**

37. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 36 as if set forth herein at length.

38. By virtue of the foregoing, MTL has demonstrated a likelihood of success on the merits and that a balancing of equities favors the issuance of an injunction against Alper, Kulyak and Prestige.

39. Unless Alper, Kulyak and Prestige are preliminary enjoined from the foregoing conduct, MTL will be irreparably harmed by: (a) the disclosure and misuse of trade secrets, customer lists and/or other confidential information that is solely the property of MTL; (b) the loss of goodwill, trust and confidence of its clients; (c) the loss of business reputation; and (d) present economic loss, which is unascertainable at this time and future economic loss which is presently incalculable.

40. MTL has no adequate remedy at law.

**COUNT II**  
**(Breach of Duty of Loyalty Against Alper and Kulyak)**

41. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 40 as if set forth herein at length.

42. Alper and Kulyak had, and continue to have, a common law duty of loyalty arising as a result of their relationship with MTL as its in-house counsel and General Manager, respectively, and as employees, agents and/or representatives of MTL.

43. Alper as MTL's in-house attorney also had a fiduciary duty to MTL.

44. Alper and Kulyak had a confidential relationship with MTL.

45. Alper and Kulyak are now using for their own benefit customer information and documentation which they gained as a result of his employment at MTL, and are doing so for the sole purpose of contacting and soliciting MTL clients to have them transferring and begin doing business with Alper's new company, Prestige.

46. In addition, Alper commenced competition against MTL by contacting MTL customers about his departure and new employment before leaving MTL, while he was still a trusted employee of MTL and its in-house counsel.

47. By engaging in the foregoing conduct, Alper and Kulyak have acted contrary to MTL's interest.

48. The foregoing constitutes a violation of Alper's and Kuyak's fiduciary duty and duty of loyalty to MTL.

49. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss, which are ongoing and continue unabated at the time of the filing of this Complaint.

**COUNT III**  
**(Unfair Competition Against All Defendants)**

50. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 49 as of set forth herein at length

51. The foregoing conduct of Defendants was done in order to unfairly and unlawfully compete against Plaintiff through the misappropriation of Plaintiff's confidential and proprietary information and trade secrets and the improper solicitation of MTL's customers while still employees of MTL.

52. This conduct was engaged in by Defendants intentionally, maliciously and in bad faith and constitutes an unfair method of competition.

53. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss.

**COUNT IV**  
**(Misappropriation of Trade Secrets and Confidential Information Against All Defendants)**

54. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 53 as if set forth herein at length.

55. The books, files and records of MTL, the confidential information contained therein, and especially the data pertaining to MTL's customers and the rates charged by MTL, are trade secrets of MTL subject to protection under New Jersey law.

56. This information derives independent economic value by not being accessible through proper means to competitors such as Alper, Kulyak and Prestige, which can profit from its use and disclosure. The identities of MTL's customers and the rates which they are charged are not readily available to the public or to MTL's competitors.

57. MTL has taken more than adequate measures under the circumstances to maintain the secrecy of such information including assigning computer passwords to access the MTL computer system and maintaining 24 hour video surveillance of its offices.

58. The foregoing conduct constitutes a conversion and misappropriation and misuse of MTL's confidential, trade secret information in violation of New Jersey law because Alper

has used and/or disclosed MTL's customer information without MTL's consent and despite the fact that Alper acquired this information under circumstances giving rise to a duty to maintain the information's secrecy and limit its use, which duty Alper and Kulyak owed MTL as their employees, agents and/or representatives.

59. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss.

**COUNT V**  
**(Unjust Enrichment Against All Defendants)**

60. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 59 as if set forth herein at length.

61. As a result of the foregoing conduct Defendants have received, and continue to receive, a benefit and have been unjustly enriched and Plaintiff's expenses. It would be inequitable for Defendants to continue to benefit for the use of Plaintiff's confidential and proprietary information.

62. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss.

**COUNT VI**  
**(Tortious Interference with Business/Contractual Relations Against All Defendants)**

63. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 62 as if set forth herein at length.

64. Plaintiff had several prospective and contractual relationships with its customers and had a reasonable expectation of deriving an economic advantage from these relationships.

65. Defendants had knowledge of the relationships between Plaintiff and its customers.

66. Defendants intentionally interfered with Plaintiff's prospective and contractual relationships by soliciting and luring Plaintiff's customers to conduct business with Prestige.

67. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss.

**COUNT VII**  
**(Conversion Against All Defendants)**

68. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 67 as if set forth herein at length.

69. While employed by MTL, Alper and Kulyak had access to Confidential and Proprietary Information and was under a duty to maintain the confidentiality of such information and not use, retain or disclose it for their own personal benefit.

70. After his employment ended, Alper and Kulyak took with them Plaintiff's confidential and proprietary information, in violation of their express and implied duties as employees of MTL.

71. On or about April 24, 2015, MTL's video surveillance recorded Alper removing 5 boxes, two of which were white and three of which were brown. In the two white boxes were MTL original files, including copies of MTL's financial records and MTL customer confidential and proprietary information, all of which Alper obtained during his time as MTL's in-house counsel. This was done without MTL's knowledge or consent.

72. By reason of the foregoing and by using Plaintiff's confidential and proprietary information, for their own benefit, Defendants have deprived Plaintiff of its right to earn revenue from its own customers and, therefore, have converted Plaintiff's property.

73. In addition, defendants ACS and MCS continue to hold shipments of MTL's and refuse to release them despite due demand.

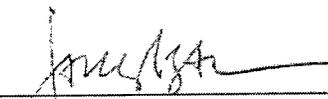
74. As a consequence of the foregoing, MTL has suffered and will continue to suffer irreparable harm and loss.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

1. For injunctive relief, including a preliminary injunction, against all Defendants restraining Defendants from using Plaintiff's proprietary and confidential information;
2. Enjoining Defendants from contacting, soliciting, doing business with or accepting business from any vendors, customers or potential customers of MTL with whom either Alper or Kulyak communicated with while employed by MTL;
3. Enjoining defendants from using, disclosing, transmitting or maintaining for any purpose proprietary or confidential information of MTL;
4. Enjoining and restraining Defendants from engaging in unfair competition with MTL and interfering with MTL's contractual and business relationships with its customers;
5. Ordering all Defendant to forthwith return any and all files of any nature whatsoever removed from MTL at any time;
6. Imposing a constructive trust on all monies received by Prestige from MTL's customers as a result of Defendants' solicitation of business and removal of confidential and proprietary information in breach of their duty of loyalty;
7. Attorneys fees' in an amount to be established at trail;
8. Compensatory, consequential and punitive damages
9. Such other and further relief that thus Honorable Court may deem just and proper in the circumstances.

Dated: South Amboy, New Jersey  
June 15, 2015

*HILL RIVKINS LLP*  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

By:   
James A. Saville, Jr.

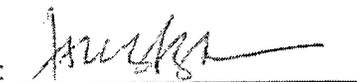
102 South Broadway  
South Amboy, New Jersey 08879-1638  
(732) 838-0300  
jsaville@hillrivkins.com

**No Demand For Jury Trial**

Defendant hereby waives its demand for a trial by jury.

Dated: South Amboy, New Jersey  
June 15, 2015

*HILL RIVKINS LLP*  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

By:   
James A. Saville, Jr.

*Designation of Trial Counsel*

*PLEASE TAKE NOTICE* that pursuant to Rule 4:25-4, James A. Saville, Jr.,  
Esq. is hereby designated as trial counsel.

Dated: South Amboy, New Jersey  
June 15, 2015

*HILL RIVKINS LLP*  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

By:   
James A. Saville, Jr.

*Certificate Pursuant to R. 4:5-1*

Plaintiff by and through its attorneys hereby certifies that the matter in controversy is not  
the subject of any other pending contemplated judicial or arbitration proceeding. Plaintiff is not  
currently aware of any other party that should be joined in this action.

Dated: South Amboy, New Jersey  
June 15, 2015

*HILL RIVKINS LLP*  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

By:   
James A. Saville, Jr.

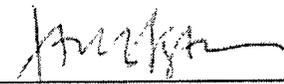
*Certification of Compliance with R.1:38-7(c)*

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: South Amboy, New Jersey  
June 15, 2015

*HILL RIVKINS LLP*  
Attorneys for Plaintiff  
Marine Transport Logistics, Inc.

By: \_\_\_\_\_

  
James A. Saville, Jr.

VERIFICATION

I, Alla Solovyev, am the President of Plaintiff Marine Transport Logistics. I have read the foregoing Complaint and certify that the allegations set forth in the Complaint are true to the best of my knowledge and belief.

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: June \_\_, 2015

Alla Solovyev  
Alla Solovyev, President

STATE OF NEW JERSEY, COUNTY OF UNION,  
UNION COUNTY  
DEPUTY CLERK, SUPERIOR COURT OF NEW  
JERSEY, DO HEREBY CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL  
ON FILE IN MY RECORDS. I HAVE HEREUNTO  
SET MY HAND AND AFFIXED THE SEAL OF SAID  
COURT THIS 16<sup>th</sup> (sixteenth)  
DAY OF September 2016

[Signature]

# EXHIBIT 1

Date: April 20, 2015 at 7:39:37 PM GMT+2

To: "Allia Solovyev" <allia@i .world.com>, "Alex Solovyev" <mtlworld@ .world.com>

Cc: "Raisa" <accounting@mtlworld.com>, <sales@mtlworld.com>

Subject: Letter of resignation

Dear Management,

Please be advised that I am providing you with the customary 2 weeks' notice of my resignation from Marine Transport Logistics. The last day being May 1<sup>st</sup>, 2015. I would like to thank you all for the opportunity to be part of your company for the past 6 years. You have taught me a lot about the business and for that I am very grateful. The hope is that we can work together in the future in some capacity, but time will tell. For now I am moving on to other ventures as I would like to grow my own form of business and see how my ideas will work in the real world. Please advise to whom I should pass down my workload, as I would not like the business to be effected after my departure. Once again thank you and good luck.

Regards,

Dimitry Alper

Director of Operations

Legal Department

Marine Transport Logistics

63 New Hook Road

Bayonne, New Jersey 07002

Business Phone (201) 858-8600 Ext 120

Cell (212) 767-9348

Fax 201-603-2824

Skype: Dimitry Alper

Unless otherwise noted, all ocean freight quotations are: valid for 30 days from the date of original quotation, subject to equipment availability, subject to any and all tariff additional valid at time of shipment. Inland freight quotations are: subject to third party increases valid at time of shipment, subject to any fuel surcharges valid at time of shipment, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit, subject to availability of inland carrier at time of booking. Loading, lashing, securing, blocking and bracing of cargo is for shipper's account. Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk. Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking. Kindly note all vessel dates are subject to changes. Equipment is subject to availability. By using MTL's services, client thereby agrees to terms and conditions which could be found at our website [www.MTLWORLD.com](http://www.MTLWORLD.com).

ALL COMMUNICATION IN THIS EMAIL IS PRIVILEGED AND INTENDED ONLY FOR THE ORIGINAL RECIPIENT. ALL OTHER USE OF SUCH COMMUNICATION IS PROHIBITED BY LAW.

# EXHIBIT 2

New Jersey Business Gateway  
Business Entity Information and Records Service  
Business Id : 0400753457

Status Report For: PRESTIGE SHIPPING INC.  
Report Date: 6/12/2015  
Confirmation Number: 5163668540

IDENTIFICATION NUMBER, ENTITY TYPE AND STATUS INFORMATION

Business ID Number: 0400753457  
Business Type: FOREIGN PROFIT CORPORATION  
Status: ACTIVE  
Original Filing Date: 06/03/2015  
Stock Amount: N/A  
Home Jurisdiction: NY  
Status Change Date: NOT APPLICABLE

REVOCATION/SUSPENSION INFORMATION

DOR Suspension Start Date: N/A  
DOR Suspension End Date: N/A  
Tax Suspension Start Date: N/A  
Tax Suspension End Date: N/A

ANNUAL REPORT INFORMATION

Annual Report Month: JUNE  
Last Annual Report Filed: N/A  
Year: N/A

AGENT/SERVICE OF PROCESS (SOP) INFORMATION

Agent: VADIM ALPER  
Agent/SOP Address: 1600 LOWER ROAD UNIT 6A , LINDEN, NJ, 07036  
Address Status: DELIVERABLE  
Main Business Address: 1600 LOWER ROAD UNIT 6A, LINDEN, NJ, 07036  
Principal Business Address: N/A

ASSOCIATED NAMES

Associated Name: N/A  
Type: N/A

New Jersey Business Gateway  
Business Entity Information and Records Service  
Business Id : 0400753457

PRINCIPALS

Following are the most recently reported officers/directors (corporations), managers/members/managing members (LLCs), general partners (LPs), trustees/officers (non-profits).

Title:	OTHER
Name:	VADIM ALPER,
Address:	..

FILING HISTORY -- CORPORATIONS, LIMITED LIABILITY COMPANIES, LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS

To order copies of any of the filings below, return to the service page, <https://www.njportal.com/DOR/businessrecords/Default.aspx> and follow the instructions for obtaining copies. Please note that trade names are filed initially with the County Clerk(s) and are not available through this service. Contact the Division for instructions on how to order Trade Mark documents.

Charter Documents for Corporations, LLCs, LPs and LLPs

Original Filing (Certificate)Date:	2015
---------------------------------------	------

Changes and Amendments to the Original Certificate:

Filing Type	Year Filed
N/A	N/A

Note:

Copies of some of the charter documents above, particularly those filed before June 1988 and recently filed documents (filed less than 20 work days from the current date), may not be available for online download.

- For older filings, contact the Division for instructions on how to order.
- For recent filings, allow 20 work days from the estimated filing date, revisit the service center at <https://www.njportal.com/DOR/businessrecords/Default.aspx>

New Jersey Business Gateway  
Business Entity Information and Records Service  
Business Id : 0400753457

periodically, search for the business again and build a current list of its filings. Repeat this procedure until the document shows on the list of documents available for download.

The Division cannot provide information on filing requests that are in process. Only officially filed documents are available for download.

**EXHIBIT 3**

025149

PRESTIGE SHIPPING INC

*025149*

*1600*

1600 LOWER ROAD

*Street 1*

UNIT 6A

Sheet 2

LINDEN

City

NJ

State Zip New Jersey

07036

UNITED STATES

(886) 561-5587

Phone

Exp NWCC

Address No NWCC Society

NWCC Bond No NWCC Bond Amount

(212) 767-9348 NWCC

025149

ASPEN AMERICAN INSURANCE COMPANY

SU41599

75000

NWCC And EWB/HR Dots

01-Oct-2014

VADIM A.K.A. DIMITRY ALPER

Q1 L

PRESIDENT

Q1 F/R

**EXHIBIT 4**



1-888-561-5587

(index.php)

CONTACT US

HOME (INDEX.PHP) ABOUT (ABOUT.PHP) SERVICES (SERVICES.PHP) NEWS (NEWS.PHP) FAQ (FAQ.PHP) TOOLS (EXPORT-FORM.PHP) Home (index.php) / Contact us

Send us an Email

Main office

NAME \*

EMAIL \*

PHONE

1600 Lower Road Unit 6A  
Linden, NJ 07036

SUBJECT \*

SERVICES

-- Select One --



Get in touch

MESSAGE \*

Office Phone # 1-888-561-5587  
Direct Extension # 1-718-374-5156  
Fax # 347-402-1940

Email: sales@prestigesgroup.com  
(mailto:sales@prestigesgroup.com)

SUBMIT COMMENT

1600 Lower Rd

1600 Lower Rd, Linden, NJ 07036, USA

View larger map

Annley Furniture HomeStore

Busiolo Wild Wings  
Directions Save

Walmart

Merck Athletic Field

1600 Lower Rd

Smith & Solomon Driver Training

Cooper Electric Supply

Lower Rd

Lower Rd

Google

Map data © 2015 Google

Main office:  
1600 Lower Road Unit 6A  
Linden, NJ 07036

Office Phone: (Office Phone) 1-888-561-5587  
Direct Extension: (Direct Extension) 1-718-374-5156



Newsletter subscribe

Subscribe

Fax: (Fax) 347-402-1940

Email: (Email Address)

sales@prestigesgroup.com

(mailto:sales@prestigesgroup.com)

(index.php)

Terms & Conditions (terms-conditions.php) | Privacy Policy (privacy-policy.php) Prestige Shipping Inc © 2015



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(<https://twitter.com/PrestigesGroup>)

(<https://plus.google.com/109924409466638201925>)

# EXHIBIT 5

*Bayside Account*



Dimitry Alper <dimitry@mtlworld.com>

---

**New client Bayside**

2 messages

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Dimitry <dimitry@mtlworld.com>  
To: info <info@allcargo.us>

Mon, Oct 22, 2012 at 3:59 PM

Lenny the new client Bayside will start with you shortly (please don't fuck it up) I gave him a really low price just to get the business.

As per our discussion profit share on Deliveries.

Regards,

Dimitry Alper,

Director of Operations/

Legal Department

Marine Transport Logistics

63 New Hook Road

Bayonne, New Jersey 07002

Business Phone (201) 858-8600 Ext 120

Fax (201) 858-8607

Cell (212) 767-9348

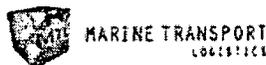
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*exhibit # 4*



# EXHIBIT 6



Dimitry Alper <dimitry@mtlworld.com>

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**Visit NY**

1 message

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GCC Shipping <gccshippingca@gmail.com>

Sun, Dec 16, 2012 at 6:12 PM

To: Dimitry <dimitry@mtlworld.com>

Cc: gccshippingca@gmail.com, smalik@swicorp.com, khawarmilk@gmail.com

Dear Dimitry,

Hope you are doing well. I am arriving New York tomorrow the 17<sup>th</sup> Dec 2012 in the morning and will be staying in Long Island. We could meet sometimes in the afternoon if it is convenient for you, however I will call you on my arrival and we could set up a meeting.

Kind Regards,

Khawar Malik

Director, GCC Shipping

(416) 822-8073- US 786 325 1924

gccshippingca@gmail.com

**From:** Dimitry [mailto:dimitry@mtlworld.com]

**Sent:** December-14-12 10:27 AM

**To:** 'GCC Shipping CA'

**Subject:** RE: Passport

Received thank you.

Regards,

*Exhibit 13*

Dimitry Alper,  
Director of Operations/  
Legal Department  
Marine Transport Logistics  
63 New Hook Road  
Bayonne, New Jersey 07002  
Business Phone (201) 858-8600 Ext 120  
Fax (201) 858-8607  
Cell (212) 767-9348

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**From:** GCC Shipping CA [mailto:[gccshippingca@gmail.com](mailto:gccshippingca@gmail.com)]  
**Sent:** Thursday, December 13, 2012 3:20 PM  
**To:** [dimitry@mtlworld.com](mailto:dimitry@mtlworld.com)  
**Subject:** Fwd: Passport

Documents attached for POA

----- Forwarded message -----  
**From:** "GCC Shipping CA" <[gccshippingca@gmail.com](mailto:gccshippingca@gmail.com)>  
**Date:** Dec 13, 2012 3:09 PM  
**Subject:** Fwd: Passport  
**To:** "Miami Lenny" <[info@allcargo.us](mailto:info@allcargo.us)>

Hi Lenny, attached are documents for POA.can u please forward to Dimitry as well

----- Forwarded message -----  
**From:** "Jay Zahid" <[mjzahid10@gmail.com](mailto:mjzahid10@gmail.com)>  
**Date:** Dec 13, 2012 2:59 PM  
**Subject:** Passport

13/1

To: <gccshippingca@gmail.com>

-Jahanzeb

13/2

**EXHIBIT 7**



Dimitry Alper <dimitry@mtlworld.com>

issues

2 messages

Dimitry <dimitry@mtlworld.com>  
To: info <info@allcargo.us>

Thu, Feb 7, 2013 at 1:16 PM

Lenny when you need something you don't leave me alone, but when you have to do something I hear nothing from you all week:

- 1) Where is my Maersk Miami to Jebel Ali booking confirmation with that rate
- 2) Where is that bayside commission?

Regards,

Dimitry Alper,

Director of Operations/

Legal Department

Marine Transport Logistics

63 New Hook Road

Bayonne, New Jersey 07002

Business Phone (201) 858-8600 Ext 120

Fax (201) 858-8607

Cell (212) 767-9348

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*exhibit #5*



**EXHIBIT 8**

Begin forwarded message:

From: Aleksei Igumnov <delivery@mtlworld.com>  
Date: April 22, 2015 at 7:12:24 PM GMT+2  
To: PRESTIGE SHIPPING <sales@prestigesgroup.com>, Dimitry Alper <dimitrv@mtlworld.com>  
Subject: Please see dock receipt for your vehicle

TO: 1201602740 FROM: 1201200297 DATE: 04/22/15 TIME: 8:16 AM FROM: 03  
04/22/15 08:15AM PDT -> ORDER 15125 2016032760 PG 2/2

SHIP TO (CUSTOMER'S ADDRESS)		BILL OF LADING NUMBER	
JUNG HEE PARK 17 JULIA CONNOR DR BURLINGTON MA 01803		NA240120 800615204	
SHIP FROM (CUSTOMER'S ADDRESS)		SHIP TO (CUSTOMER'S ADDRESS)	
TAEYOUNG NOBLIAN 618 189 JUNG-ANG-DAB-RO, DONG-OU PUSAN SOUTH KOREA		LILLY & ASSOCIATES INTL 800 NW 33 STREET MIAMI FL 33172	
CUSTOMER PARTY INFORMATION (CUSTOMER'S NAME AND ADDRESS)		SHIP TO PARTY INFORMATION (CUSTOMER'S NAME AND ADDRESS)	
SAME AS ABOVE		LILLY & ASSOCIATES INTL 800 NW 33 STREET MIAMI FL 33172	
TERMINAL (CUSTOMER'S ADDRESS)		TERMINAL (CUSTOMER'S ADDRESS)	
HOUGH KORE V.25		NEW YORK	
ORIGIN (CUSTOMER'S ADDRESS)		ORIGIN (CUSTOMER'S ADDRESS)	
SINGAPORE		SINGAPORE	
DESCRIPTION OF COMMODITY		DESCRIPTION OF COMMODITY	
VOLK 2002 PASSAT GLS SEDAN VIN: WVGW P 0 C 3 0 X 2 0 4 0 0 2 3 1 TITLE: AX014637		VOLK 2002 PASSAT GLS SEDAN VIN: WVGW P 0 C 3 0 X 2 0 4 0 0 2 3 1 TITLE: AX014637	
AS ADDRESS		1428C	

DELIVERED BY:		ACCEPTED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL TERMS OF THE UNDERSIGNED'S REGULAR FORM OF DOCK RECEIPT BILL OF LADING WHICH SHALL CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED, UNLESS OTHERWISE SPECIFIED HEREON, AND BE INSPECTED AT ANY OF ITS OFFICES																	
<table border="1"> <tr> <td>DATE</td> <td>TIME</td> <td>PLACE</td> <td>REMARKS</td> </tr> <tr> <td>04/22/15</td> <td>08:15AM</td> <td>PDT</td> <td></td> </tr> </table>		DATE	TIME	PLACE	REMARKS	04/22/15	08:15AM	PDT		<table border="1"> <tr> <td>DATE</td> <td>TIME</td> <td>PLACE</td> <td>REMARKS</td> </tr> <tr> <td>04/22/15</td> <td>08:16AM</td> <td>PDT</td> <td></td> </tr> </table>		DATE	TIME	PLACE	REMARKS	04/22/15	08:16AM	PDT	
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DATE	TIME	PLACE	REMARKS																
04/22/15	08:16AM	PDT																	
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<table border="1"> <tr> <td>Weight</td> <td>Quantity</td> <td>Remarks</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>		Weight	Quantity	Remarks				<table border="1"> <tr> <td>Weight</td> <td>Quantity</td> <td>Remarks</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>		Weight	Quantity	Remarks							
Weight	Quantity	Remarks																	
Weight	Quantity	Remarks																	

**EXHIBIT 9**

Rudy M

---

From: Lic. Fabiola Sosa [REDACTED]  
Sent: Monday, May 18, 2015 10:56 AM  
To: Rudy M  
Subject: Fwd: Hola

----- Forwarded message -----

From: **Dimitry Alper** <[Dimitry@prestigesgroup.com](mailto:Dimitry@prestigesgroup.com)>  
Date: 2015-05-18 8:53 GMT-06:00  
Subject: RE: Hola  
To: "Lic. Fabiola Sosa" [REDACTED]  
Cc: Dispatch support <[dispatch@prestigesgroup.com](mailto:dispatch@prestigesgroup.com)>, "[eflores@usacargoshipping.com](mailto:eflores@usacargoshipping.com)" <[eflores@usacargoshipping.com](mailto:eflores@usacargoshipping.com)>

Good morning Fabiola & Erica,

I have not heard back from you since my email last Friday. Please let me know your thoughts. I was under the impression that we would start working together and I would continue to service your account?

At your service,

Dimitry Alper

Chief Operating Officer

1600 Lower Road Unit 6A

Linden, NJ 07036

[WWW.PRESTIGESHIPPING.US](http://WWW.PRESTIGESHIPPING.US)

Office Phone # 1-888-561-5587

Direct Extension # 1-718-374-5156

Cell Phone # 1-212-767-9348

Skype: Dimitry Alper

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**From:** Dimitry Alper  
**Sent:** Friday, May 15, 2015 6:47 PM  
**To:** 'Lic. Fabiola Sosa'  
**Cc:** Dispatch support  
**Subject:** Hola

Buenas tardes Fabiola,

Como le he prometido estamos listos a transferir su cuenta a mi nueva compania. Solo tendra que hablar con una sola persona para mover sus coches de todos los puertos (NY, Sav, Miami, Houston, LA). El dispatcher habla espanol por esa razon sera facil comunicarse y el systema que usara es mucho mas facil de usar.

Dejeme saber si esta lista para empezar a mandarnos coches para recoger este lunes?

Esperando ansioso su respuesta.

At your service,

Dimitry Alper

Chief Operating Officer

1600 Lower Road Unit 6A

**EXHIBIT 10**

From: <[maxumboats@gmail.com](mailto:maxumboats@gmail.com)>  
Date: Sunday, June 14, 2015 at 7:07 PM

To: Alex Solovyev <[mtlworld@mtlworld.com](mailto:mtlworld@mtlworld.com)>  
Subject: Fwd: Prestige Shipping Introduction

Sent from my iPhone

Begin forwarded message:

**From:** Dimitry Alper <[Dimitry@prestigesgroup.com](mailto:Dimitry@prestigesgroup.com)>  
**Date:** June 14, 2015 at 23:50:40 GMT+3  
**To:** "Mark Meskin (home office)" <[maxumboats@gmail.com](mailto:maxumboats@gmail.com)>  
**Subject:** RE: Prestige Shipping Introduction

We are a separate company from the others on this property, this is a 15 acre facility so there are a few companies. If you want to give us a try when you return will be more than happy to assist.

Yes still married to the daughter, not to them though lol

At your service,  
Dimitry Alper  
Chief Operating Officer  
1600 Lower Road Unit 6A  
Linden, NJ 07036  
[WWW.PRESTIGESHIPPING.US](http://WWW.PRESTIGESHIPPING.US)  
Office Phone # 1-888-561-5587  
Direct Extension # 1-908-374-7826  
Cell Phone # 1-212-767-9348  
Skype: Dimitry Alper

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**From:** Mark Meskin (home office) [<mailto:maxumboats@gmail.com>]  
**Sent:** Saturday, June 13, 2015 12:50 PM  
**To:** Dimitry Alper  
**Subject:** Re: Prestige Shipping Introduction

Hi, Dimitry.

I have used few companies at 1600 Lower Road, Dapex and some other company, hard to remember the name being in SBp for the summer.

Are you still married to Alex and Alla daughter?

On Fri, Jun 12, 2015 at 6:28 PM, Dimitry Alper <[Dimitry@prestigesgroup.com](mailto:Dimitry@prestigesgroup.com)> wrote:

Privet Mark,

Long time no talk. I wanted to send you an email and let you know that I am no longer with MTL and opened my own shipping company. I remember you used to ship boats through us many years ago until you had some conflicts with the ownership. I can assure you that those same issues would not repeat in my new company. If you have any interest in working together on your future shipments please get back to me, we have a fully secure 40,000Sq foot indoor warehouse as well as 3 acres outdoor space, so your cargo will always be secure.

At your service,

Dimitry Alper

Chief Operating Officer

1600 Lower Road Unit 6A

Linden, NJ 07036

[WWW.PRESTIGESHIPPING.US](http://WWW.PRESTIGESHIPPING.US)

Office Phone # [1-888-561-5587](tel:1-888-561-5587)

Direct Extension # [1-908-374-7826](tel:1-908-374-7826)

Cell Phone # [1-212-767-9348](tel:1-212-767-9348)

Skype: Dimitry Alper

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--

Regards,  
Mark Meskin  
US Marine Exporters LLC  
212 Hidden Lake Drive  
Morganville NJ 07751  
United States of America  
Тел.: +1.732.762.3648 (USA)  
Тел.: +371.2.7823597 (Riga)  
Тел.: +7.906.258.2498 (Санкт-Петербург)  
eMail: [maxumboats@gmail.com](mailto:maxumboats@gmail.com)  
Web: [www.petermarine.ru](http://www.petermarine.ru)  
Skype: MaxumBoats

**EXHIBIT 11**

----- Forwarded Message -----

**Subject:**Re: New invoice 270 from Prestige Shipping Inc, sent using FreshBooks

**Date:**Thu, 7 May 2015 16:47:02 -0400

**From:**Rubin Milshtein <[rubin@shipyourcarnow.com](mailto:rubin@shipyourcarnow.com)>

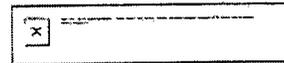
**To:**[sales@prestigesgroup.com](mailto:sales@prestigesgroup.com), Dmitry <[dimitry@mtlworld.com](mailto:dimitry@mtlworld.com)>

**CC:**International <[international@shipyourcarnow.com](mailto:international@shipyourcarnow.com)>

Take out the postage I will send you a DHL label and send me the Beirut invoice same thing no postage

On Thu, May 7, 2015 at 4:43 PM, Prestige Shipping Inc <[maildelivery@freshbooks.com](mailto:maildelivery@freshbooks.com)> wrote:

## Prestige Shipping Inc

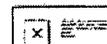


To view your invoice from Prestige Shipping Inc for \$2,600.00, or to download a PDF copy for your records, click the link below:

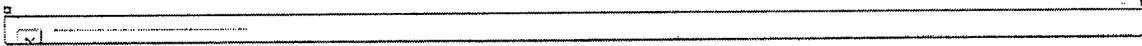
<https://prestigeshippinginc.freshbooks.com/view/4wDqUEWEMvMxkzZ>

Best regards,

Prestige Shipping Inc ([sales@prestigesgroup.com](mailto:sales@prestigesgroup.com))



It's Cloud Applications. Different. Designed for Small & Midsize Business.  
[Try it for free](#)



--  
Rubin Milshtein

Director of Operations  
Ship Your Car Now  
ShipYourCarNow.com  
(888) 532-8805 x1708 Toll-Free  
(954) 651-9711 Direct Dial  
(561) 400-0677 Critical



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Prestige Shipping Inc  
 3392 Guider Avenue Unit 15  
 Brooklyn NY 11235



SHIP YOUR CAR NOW LLC  
 Rubin Milshtein  
 4770 NW 2nd Avenue Suite B  
 Boca Raton FL 33431

Invoice # 262  
 Invoice Date April 29, 2015  
 Amount Due \$0.00 USD

Item	Description	Unit Cost	Quantity	Line Total
ocean freight	20' with Caravan NY to Haifa Vin #534545 booking #038CHS1204388	1,400.00	1	1,400.00
chassis charge	usage	25.00	1	25.00
<b>Total</b>				<b>1,425.00</b>
Amount Paid				-1,425.00
<b>Amount Due</b>				<b>\$0.00 USD</b>

**Terms**

Thank you for your business, please send payment via check or wire transfer within 7 days of invoice to avoid delays in cargo release.

**Wire Transfer Instructions:**

Bank of America  
 2022 Avenue U, Brooklyn, NY 11229, USA  
 ACCT # 483010924146  
 Routing # 026009593  
 SWIFT: BOFAUS3N

This invoice was sent using **FRESHBOOKS**

Prestige Shipping Inc  
3392 Guider Avenue Unit 15  
Brooklyn NY 11235



SHIP YOUR CAR NOW LLC  
Rubin Milshtein  
4770 NW 2nd Avenue Suite B  
Boca Raton FL 33431

Invoice # 265  
Invoice Date May 1, 2015  
Amount Due \$0.00 USD

Item	Description	Unit Cost	Quantity	Line Total
ocean freight	NY to Beirut 40' with 3 autos 2 wranglers #'s 145899 & 600784 and 1 pilot #002333	2,500.00	1	2,500.00
chassis charge	usage	25.00	1	25.00
<b>Total</b>				<b>2,525.00</b>
Amount Paid				-2,525.00
Amount Due				\$0.00 USD

**Terms**

Thank you for your business, please send payment via check or wire transfer within 7 days of invoice to avoid delays in cargo release.

**Wire Transfer Instructions:**

Bank of America  
2022 Avenue U, Brooklyn, NY 11229, USA  
ACCT # 483010924146  
Routing # 026009593  
SWIFT: BOFAUS3N

This invoice was sent using **FRESHBOOKS**

Prestige Shipping Inc  
 3392 Guider Avenue Unit 15  
 Brooklyn NY 11235



SHIP YOUR CAR NOW LLC  
 Rubin Milshtein  
 4770 NW 2nd Avenue Suite B  
 Boca Raton FL 33431

Invoice # 270  
 Invoice Date May 7, 2015  
 Amount Due \$0.00 USD

Item	Description	Unit Cost	Quantity	Line Total
ocean freight	NY to Aqaba 40' with 3 autos booking #USCQG254950	2,500.00	1	2,500.00
chassis charge	usage	25.00	1	25.00
<b>Total</b>				<b>2,525.00</b>
<b>Amount Paid</b>				<b>-2,525.00</b>
<b>Amount Due</b>				<b>\$0.00 USD</b>

**Terms**

Thank you for your business, please send payment via check or wire transfer within 7 days of invoice to avoid delays in cargo release.

**Wire Transfer Instructions:**

Bank of America  
 2022 Avenue U, Brooklyn, NY 11229, USA  
 ACCT # 483010924146  
 Routing # 026009593  
 SWIFT: BOFAUS3N

**Notes**

vin #'s  
 vin #144044, fusion, 230476, explorer 408344

This invoice was sent using FRESHBOOKS

Prestige Shipping Inc  
 3392 Guider Avenue Unit 15  
 Brooklyn NY 11235



SHIP YOUR CAR NOW LLC  
 Rubin Milshtein  
 4770 NW 2nd Avenue Suite B  
 Boca Raton FL 33431

Invoice # 275  
 Invoice Date May 14, 2015  
 Amount Due \$0.00 USD

Item	Description	Unit Cost	Quantity	Line Total
ocean freight	NY to Duress 40' with 3 autos booking #ORF603897	2,600.00	1	2,600.00
chassis charge	usage	25.00	1	25.00
<b>Total</b>				<b>2,625.00</b>
<b>Amount Paid</b>				<b>-2,625.00</b>
<b>Amount Due</b>				<b>\$0.00 USD</b>

**Terms**

Thank you for your business, please send payment via check or wire transfer within 7 days of invoice to avoid delays in cargo release.

**Wire Transfer Instructions:**

Bank of America  
 2022 Avenue U, Brooklyn, NY 11229, USA  
 ACCT # 483010924146  
 Routing # 026009593  
 SWIFT: BOFAUS3N

This invoice was sent using **FRESHBOOKS**

**APPENDIX “12”**



PORT TYPE SEA	DEC TYPE EXPORT	DEC DATE 22/05/2014	DEC NO. 201.01836562.14
CUSTOMS DECLARATION Export from Local to ROW		141502153035	
NET WEIGHT 5505 (kg)	CONSIGNEE / EXPORTER AE2016742 MIDDLE EAST ASIA ALFA FZC (L 34238) KTRADCOFOR CO.	DELIVERY ORDER NO.	
MEASUREMENT 2 UNIT	AE1000220 JAFI (EMIRATES) LLC COMMERCIAL REG. No.	CAR/CAPT.	
NO. OF PACKAGES	11757 EXPORT TO	CARRIER'S NAME	
MARKS & NUMBERS NM	PORT OF LOADING JEBEL ALI	VOYAGE / FLIGHT No.	
	PORT OF DISCHARGE JEBEL ALI		
	NEWMARK DESTINATION UNITED STATES		

TOTAL DUTY AND INCOME	DUTY RATE	CIF LOCAL VALUE AED	CURRENCY RATE	CIF FOREIGN VALUE	ORIGIN	GOODS DESCRIPTION	N.S. CODE
0.00	0.0	28174.70	3.8930	7900.00	US	1 USED CHAPPAREL BOAT V	89031000
0.00	0.0	35655.92	3.8930	9655.00	US	1 USED MONTEREY BOAT V	89031009

EXEMPTION OF DUTY			WEIGHT		CLASSIFICATION		PACKAGES		CUSTOMS RESTRICTIONS	
BENEFICIARY	SOURCES	CODE	GROSS	NET	TARIFF	ORIGIN	TYPE	QTY	RELEASE REF	AGENCY
			5500 kg		9801	US	UNIT	2		H.Q. COAST GURD H.Q. COAST GURD

AED	DUTY	TOTAL FEE
	TOTAL DUTY	
	HANDLING	
	STORAGE	
	OTHER CHARGES	
DEBIT/ CREDIT	INBANK	
PAYMENT METHOD		
GUARANTEE/ BOND		
No. RGCH 100.00 [32105731] CA-1011602 KDCK 10.00 [32106732] CA-1011602		
DATE	BANK	REF ID NO

DECLARING AGENT AE1059294 AEC CARGO SERVICES LLC LICENCE No 692243	TRANSIT ROUTE JEBEL ALI EXIT TRANSLATION NO.	DATE SECURITY OFFICER
TRANSIT OFFICE		

INSPECTION REASONS FOR NOT RELEASING Container No TRLU6642134	INSPECTOR GROUP SUPERVISOR
OTHER REMARKS [FOB] FRT: INS Total Value: 64530.615 Customs Inspection Required. Controlling Authority Inspection Required	
NET RELEASE DATE 22/05/2014	

**APPENDIX “13”**

**JAMES A. SAVILLE, JR. - 046561998**  
**HILL RIVKINS LLP**  
Attorneys for Plaintiff and Third-Party Defendants

102 South Broadway  
South Amboy, New Jersey 08879-1638  
(732) 838-0300  
jsaville@hillrivkins.com

**FILED**

**DEC 01 2015**

**KATHERINE R. DUPUIS**  
**P.J.Ch.**

-----X  
MARINE TRANSPORT LOGISTICS, INC. :

Plaintiff, :

**-Against-** :

VADIM ALPER; VOLODYMER KULYAK; :  
PRESTIGE SHIPPING, INC.,; ALL CARGO :  
SOLUTIONS, INC.; MIAMI CARGO :  
SOLUTIONS, INC.; JOHN DOES I-IV :  
and XYZ CORPS. I-IV. :

Defendants. :

VADIM ALPER; VOLODYMER KULYAK; :  
and PRESTIGE SHIPPING, INC., :

Third-Party Plaintiffs :

**-Against-** :

ALEX SOLOVYEV; ALLA SOLOVYEV; :  
and WORLD EXPRESS CONNECTION, INC. :

Third-Party Defendants. :  
-----X

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION-UNION COUNTY

CIVIL ACTION

DOCKET NO.: UNN-C-061-15

[PROPOSED] ORDER

**COMPUTER**  
**DEC 02 2015**  
**SECTION**

**THIS MATTER** having been brought before the Court on the motion of Hill Rivkins LLP, attorneys for Plaintiff and Third-Party Defendants Alex Solovyev, Alla Solovyev and World Express Connection, Inc. for an Order dismissing the Third-Party Complaint as against Third-Party Defendants Alex Solovyev and Alla Solovyev for failure to state a claim upon which relief

may be granted, and the Court having considered all the papers filed in support of and in opposition to the motion, and having found that Third-Party Defendants Alex Solovyev and Alla Solovyev are entitled to such an Order;

IT IS ORDERED this 1<sup>st</sup> day of December, 2015 that:

1. Third-Party Defendants Alex Solovyev and Alla Solovyev's motion to dismiss the Third-Party Complaint for failure to state a claim upon which relief may be granted is hereby granted <sup>as to Count Five</sup> ✓ pursuant to Rule 4:6-2(e); and

2. ~~The Third Party Complaint against Third-Party Defendants Alex Solovyev and Alla Solovyev is hereby DISMISSED with prejudice.~~

The motion to dismiss as to Counts One, Two, Three, Four, and Six of the Third Party Complaint is denied.



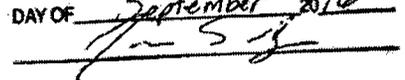
Hon. Katherine R. Dupuis, P.J.Ch.

OPPOSED

UNOPPOSED

**STATEMENT OF REASONS ATTACHED**

STATE OF NEW JERSEY, COUNTY OF UNION,  
UNION COUNTY  
DEPUTY CLERK, SUPERIOR COURT OF NEW  
JERSEY, DO HEREBY CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL  
ON FILE IN MY RECORDS. I HAVE HEREUNTO  
SET MY HAND AND AFFIXED THE SEAL OF SAID  
COURT THIS 16<sup>th</sup> (sixteenth)  
DAY OF September 2016



<b>Re:</b>	Marine Transport Logistics, Inc. v. Alper, et al.	<b>Complaint: June 16, 2015</b>
<b>Docket No.:</b>	UNN-C-61-15	
<b>Return Date:</b>	November 20, 2015	
<b>Moving Party:</b>	Solovyev, Atty: James Saville, Esq. (Third Party Defendant)	
<b>Responding Party:</b>	Alper,, et al. Atty: Peter Cipparullo, Esq.	
<b>Relief Requested:</b>	Motion to Dismiss	

### Statement of Reasons

This matter is before the Court on a motion by Third Party-Defendants Alla and Alex Solovyev to dismiss all claims brought against them in their personal capacity in the Third Party Complaint. The Solovyevs moved to dismiss the third party claims against them on September 8<sup>th</sup>, 2015. On September 30, Third Party Plaintiffs responded with a motion to amend the Third Party Complaint. The court granted this motion on October 9, 2015, and the Amended Complaint was filed on October 27, 2015. All parties agreed that the motion to dismiss the third party claims would be heard with regard to the Amended Complaint. The Solovyevs submitted a reply brief on October 15, 2015. The Court then allowed the Solovyevs the opportunity to respond.

Alla and Alex Solovyev are each principles and part owners of Marine Transport Logistics ("MTL"). Defendants/Third Party Plaintiff Vadim Alper was hired as in-house counsel for MTL, and also took on the role of Director of Operations. Volodymer Kulyak was the general manager of MTL. Both Mr. Alper and Mr. Kulyak began working at Presitige Shipping, Inc. (Prestige) in May, 2015, Mr. Alper as President and COO and Mr. Kulyak as general manager.

Pursuant to the Amended Third Party Complaint, Mr. Alper, Mr. Kulyak, and Prestige have brought claims against the Solovyevs for: (1) breach of contract with Mr. Alper; (2) tortious interference with business relations as to Prestige; (3) unjust enrichment as to Mr. Kuylak; (4) quantum meruit in regards to Mr. Kulyak; (5) to pierce the corporate veil, reaching Alla and Alex Solovyev; and (6) theft against the Solovyevs and World Express Connection, Inc.

Alla and Alex Solovyev claim that the facts do not support claims against them in their personal capacities, rather than against MTL alone. They claim that all of the actions cited by the Third Party Plaintiffs are, first, actions of the corporation, and second, not factually supported. The Solovyevs further claim that the elements of a tortious interference claim (Count Two) are not satisfied, nor are the prerequisites for a claim of theft (Count Six) or to pierce the corporate veil (Count Five).

Rule 4:6-2(e) states:

Every defense, legal or equitable, in law or fact, to a claim for relief in any complaint, counterclaim, cross-claim, or third-party complaint shall be asserted in the answer thereto, except that the following defenses, unless otherwise provided by R. 4:6-3, may at the option of the pleader be made by motion, with briefs: (e) failure to state a claim upon which relief can be granted, as provided by R. 4:28-1.

To survive a R. 4:6-2(e) motion to dismiss, an "indulgent reading of the allegations" in the complaint must simply suggest the fundamental cause of action. See Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 746 (1989) (citing Velantzas v. Colgate-Palmolive Co., 109 N.J. 189, 192 (1988)) (explaining the test for determining the adequacy of a pleading is whether a cause of action is 'suggested' by the facts); State, Dep't of Treasury, Div. of Inv. ex rel. McCormac v. Qwest Commc'ns Intern., Inc., 387 N.J. Super. 469, 484 (App. Div. 2006). It is well-settled "motions to dismiss should be granted in only the rarest [of] circumstances." Banco Popular N. Am. v. Gandi, 184 N.J. 161, 165 (2005) (quoting Lieberman v. Port Auth. of N.Y. & N.J., 132 N.J. 76, 79 (1993)). When analyzing a motion to dismiss for failure to state a claim under R. 4:6-2(e), the contested claims must be examined "in depth and with liberality to ascertain whether the fundament of a cause of action may be gleaned even from an obscure statement of claim, opportunity being given to amend if necessary." Id.

#### Count One: Breach of Contract

Mr. Alper claims that the Third Party Defendants breached their contract to pay him commissions. While discovery may prove the contract was with only the corporation, the Court must examine the allegations in the pleadings alone. The First Count alleges a breach of contract against the Solovyev parties.

#### Count Two: Tortious Interference

To prove tortious interference of either a business relationship or contractual relationship, a party must allege (1) that it has some protectable right to an economic advantage; (2) such right was intentionally and maliciously interfered with; and (3) the interference caused the party an economic loss. Printing Mart-Morristown v. Sharp Electronics Corp., 116 N.J. 739, 751 (1989). An action for tortious interference with a business relationship may be maintained where an individual's right to "pursue one's calling" is interfered with by another. Id., (citing Louis Kamm, Inc. v. Flink, 113 N.J.L. 582, 586 (E.&A. 1934)).

Third Party Plaintiffs have plead facts sufficient to meet a claim of tortious interference, specifically claiming that the Solovyevs personally spoke with business partners in a manner which interfered with Prestige Shipping's business. Their allegations are sufficient to withstand a motion to dismiss.

#### Count Three: Unjust Enrichment

In the Third Party Complaint, Mr. Kulyak claims that he was not properly paid as an employee of "defendant" and therefore the defendant was unjustly enriched. The Third Count refers at times to one defendant and to defendants in the plural at times. An indulgent reading of the pleadings will allow the claim as to all Defendants.

#### Count Four: Quantum Meruit

In the Third Party Complaint, Mr. Kulyak further claims that the "defendants" failed to fully compensate him, and he is entitled to that compensation. An indulgent reading of the pleadings will allow its claims to withstand a motion to dismiss.

### Count Five: Pierce the Corporate Veil

It is well-established that a corporation is a separate entity from its shareholders, insulating them from personal liability for the actions of the corporate enterprise. Verni ex rel. Burstein v. Hary M. Stevens, Inc., 387 N.J. Super. 160, 198 (App. Div. 2006), certif. denied, 189 N.J. 429 (2007). "In the absence of fraud or injustice, courts generally will not pierce the corporate veil to impose liability on the corporate principals." Lyon v. Barrett, 89 N.J. 294, 300 (1982). We abide by "the fundamental propositions that a corporation is a separate entity from its shareholders, and that a primary reason for incorporation is the insulation of shareholders from the liabilities of the corporate enterprise." Ventron, supra, 94 N.J. at 500 (citations omitted).

The limitations placed on a claimant's ability to reach behind a corporate structure are intentional, as "[t]he purpose of the doctrine of piercing the corporate veil is to prevent an independent corporation from being used to defeat the ends of justice, to perpetrate fraud, to accomplish a crime, or otherwise to evade the law". Id. (citations omitted). Hence, to invoke that form of relief, "the party seeking an exception to the fundamental principle that a corporation is a separate entity from its principal bears the burden of proving that the court should disregard the corporate entity." Tung v. Briant Park Homes, Inc., 287 N.J. Super. 232, 240 (App. Div. 1996); see also Verni, 387 N.J. Super. at 199 ("[v]eil piercing is an equitable remedy whereby the protections of corporate formation are lost" and that "piercing the corporate veil is not technically a mechanism for imposing 'legal' liability, but for remedying the fundamental unfairness that will result from a failure to disregard the corporate form" (citations, internal quotation marks and editing marks omitted)).

Third Party Plaintiffs cite to NAVL Capital, Inc. v. Marine Transpor Logistics, Inc., et al, cv 13-70110, a case from the Eastern District of New York, in which it alleges the Court based its finding that the corporate veil should be pierced was based on failure to observe corporate formalities. Pursuant to N.J.C.R. 1:36-3, this Court may not cite to an unpublished opinion. Even without relying on that case, this Court notes that observance of corporate formalities is an important factor. "Personal liability may be imposed upon a controlling stockholder of a close corporation where the controlling stockholder disregards the corporate form and utilizes the corporation as a vehicle for committing equitable or legal fraud." Marascio v. Campanella, 298 N.J. Super. 491, 502 (App. Div. 1997) (citing Walensky v. Jonathan Royce Intern., 246 N.J. Super. 276, 283 (App. Div. 1993)).

This Court must read the allegations in the complaint indulgently at this point. Third Party Defendant has listed many alleged facts indicating failure to observe corporate formalities, but no causal links to any harm caused to him.

### Count Six: Theft

The Solovyevs claim that there can be no claim of theft against them, as Mr. Alper only had authority to use the vehicle as an employee of MTL, and therefore had no interest in it upon the termination of his employment with MTL and no basis upon which to assert a claim of theft. However, theft involves the taking of the property of another, and "property of another" includes:

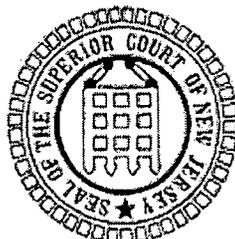
property in which any person other than the actor has an interest which the actor is not privileged to infringe, regardless of the fact that the actor also has an interest in the property and regardless of the fact that

the other person might be precluded from civil recovery because the property was used in an unlawful transaction or was subject to forfeiture as contraband. Property in possession of the actor shall not be deemed property of another who has only a security interest therein, even if legal title is in the creditor pursuant to a conditional sales contract or other security agreement.

Mr. Alper had an interest in the property, as it was lawfully in his possession and he had the right to use it. While Mr. Alper's interest was allegedly terminated, Mr. Alper claims to have made payments on the vehicle himself, and accordingly to have a continuing interest in the vehicle. Therefore, the claim for theft shall not be dismissed.

The Third Party Defendants motion to dismiss is denied as to Counts One, Two, Three, Four, and Six, and **granted** as to Count Five.

Superior Court of New Jersey



Honorable Katherine R. Dupuis, P.J.Ch.

(Chancery Division)

Union County Courthouse  
New Annex Building, 1<sup>st</sup> Floor  
Elizabeth, New Jersey 07207  
(908) 659-4855 – Phone  
(908) 659-4858 – Fax

---

**FACSIMILE**

---

To: James A. Saville, Esq. 732-316-2365  
Peter Cipparulo, Esq. 973-737-1617  
From: Mary, Law Clerk  
Re: C-61-15  
Date: December 1, 2015

Number of Pages (including cover sheet): 7

Comments:

Please find enclosed order.

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**Fax Header Information**

State of NJ Judiciary  
9086594858  
Dec/01/2015 12:57:28 PM

Job	Date/Time	Type	Identification	Duration	Pages	Result
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	Dec/01/2015 12:55:14 PM		State of NJ Judiciary 9086594858			1/7

**Superior Court of New Jersey****Honorable Katherine R. Dupuis, P.J.Ch.**

(Chancery Division)  
Union County Courthouse  
New Annex Building, 1<sup>st</sup> Floor  
Elizabeth, New Jersey 07207  
(908) 659-4855 - Phone  
(908) 659-4858 - Fax

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Dec/01/2015 12:50:58 PM		State of NJ Judiciary 9086594858		1/7		

**Superior Court of New Jersey**



**Honorable Katherine R. Dupuis, P.J.Ch.**  
(Chancery Division)  
Union County Courthouse  
New Annex Building, 1<sup>st</sup> Floor  
Elizabeth, New Jersey 07207  
(908) 659-4855 – Phone  
(908) 659-4858 – Fax

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To: James A. Saville, Esq. 732-316-2365  
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**APPENDIX “14”**

# **WE ARE WORLD EXPRESS**

AN INTERNATIONAL SHIPPING COMPANY

Our Services

**Our Services**

World Express & Connection is an international freight forwarding company, established over 10 Years ago, fully licensed for US trucking, air and ocean freight shipping. We handle shipments to any destination worldwide.



## OCEAN TRANSPORTATION

World Express & Connection offers ocean freight to major international ports around the world.



## AIR FREIGHT

Experts in International Freight Service, backed by 10 year of industry knowledge.



## INLAND TRANSPORTATION

Local pickup & delivery service of any cargo including automobiles, boats and motorcycles from any location in USA.

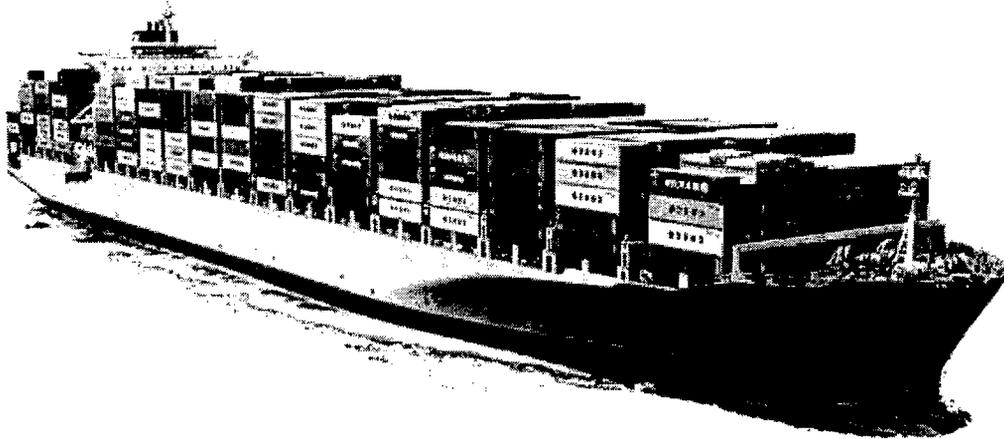


## LOADING SERVICES

Professional container loading facility with trained staff to accommodate any cargo.

# About us

World Express & Connection raises the bar of excellence in transportation logistics services by providing our clients a one-stop solution for all transportation needs in a supply chain process. Because of our practices of innovation, professionalism and flexibility World Express & Connection has built a reputation of being one of the premier transportation agencies.



## Who We Are

World Express & Connection is an international freight forwarding company, established over 10 Years ago, fully licensed for US trucking, air and ocean freight shipping. We handle shipments to any destination worldwide.

## What We Do

With personalized services, World Express & Connection can handle your shipment – regardless of size, point of origin or destination. Through its comprehensive logistics services division, World Express & Connection can offer you the following services, which you may elect to use individually or as a package:

- ✓ Ocean Freight
- ✓ Air Freight
- ✓ Inland Transportation
- ✓ Loading Services
- ✓ Warehousing

# Contact us

Leave us a message, and one of our agents will contact you shortly.



63 New Hook Rd  
Bayonne, NJ 07002

map

(<https://www.google.com/maps/place/63+New+Hook+Rd,+Bayonne,+NJ+07002/@40.6621331,-74.1045721,17z/>)



info@worldexpress.us



+1 201 977 1254

## Leave us a message

Send Message

10/24/2016

World Express & Connection Inc

Customs House Broker Service Terms (/downloads/WEC-CHB-Terms.pdf)

House B/L Terms (/downloads/WEC-HBL-Terms.pdf)

FMC Tariff (/downloads/FMC-Tariff.pdf)

**APPENDIX “15”**

Dated at Washington, DC, this 12th day of November, 2009.

By Order of the FDIC Board of Directors.  
Federal Deposit Insurance Corporation.

**Valerie J. Best,**

*Assistant Executive Secretary.*

[FR Doc. E9-27593 Filed 11-17-09; 8:45 am]

BILLING CODE 6714-01-P

## FEDERAL ELECTION COMMISSION

### Sunshine Act Notices

**AGENCY:** Federal Election Commission.

**DATE AND TIME:** Tuesday, November 17, 2009, at 10 a.m.

**PLACE:** 999 E Street, NW., Washington, DC.

**STATUS:** This meeting will be closed to the public.

#### ITEMS TO BE DISCUSSED:

Compliance matters pursuant to 2 U.S.C. 437g.

Audits conducted pursuant to 2 U.S.C. 437g, 438(b), and Title 26, U.S.C.

Matters concerning participation in civil actions or proceedings or arbitration.

Internal personnel rules and procedures or matters affecting a particular employee.

**PERSON TO CONTACT FOR INFORMATION:**  
Judith Ingram, Press Officer, Telephone: (202) 694-1220.

**Mary W. Dove,**

*Secretary of the Commission.*

[FR Doc. E9-27549 Filed 11-17-09; 8:45 am]

BILLING CODE 6715-01-M

## FEDERAL RESERVE SYSTEM

### Sunshine Act Meeting

**AGENCY HOLDING THE MEETING:** Board of Governors of the Federal Reserve System.

**TIME AND DATE:** 11:30 a.m., Monday, November 23, 2009.

**PLACE:** Marriner S. Eccles Federal Reserve Board Building, 20th and C Streets, N.W., Washington, D.C. 20551.

**STATUS:** Closed.

#### MATTERS TO BE CONSIDERED:

1. Personnel actions (appointments, promotions, assignments, reassignments, and salary actions) involving individual Federal Reserve System employees.

2. Any items carried forward from a previously announced meeting.

#### FOR FURTHER INFORMATION CONTACT:

Michelle Smith, Director, or Dave Skidmore, Assistant to the Board, Office of Board Members at 202-452-2955.

**SUPPLEMENTARY INFORMATION:** You may call 202-452-3206 beginning at approximately 5 p.m. two business days before the meeting for a recorded announcement of bank and bank holding company applications scheduled for the meeting; or you may contact the Board's Web site at <http://www.federalreserve.gov> for an electronic announcement that not only lists applications, but also indicates procedural and other information about the meeting.

Board of Governors of the Federal Reserve System, November 13, 2009.

**Robert deV. Frierson,**

*Deputy Secretary of the Board.*

[FR Doc. E9-27695 Filed 11-16-09; 11:15 am]

BILLING CODE 6210-01-S

## FEDERAL MARITIME COMMISSION

### Notice of Agreement Filed

The Commission hereby gives notice of the filing of the following agreement under the Shipping Act of 1984. Interested parties may submit comments on the agreement to the Secretary, Federal Maritime Commission, Washington, DC 20573, within ten days of the date this notice appears in the *Federal Register*. Copies of the agreement are available through the Commission's Web site (<http://www.fmc.gov>) or by contacting the Office of Agreements at (202)-523-5793 or [tradeanalysis@fmc.gov](mailto:tradeanalysis@fmc.gov).

**Agreement No.:** 011223-044.

**Title:** Transpacific Stabilization Agreement.

**Parties:** American President Lines, Ltd. and APL Co. PTE Ltd.; (operating as a single carrier); China Shipping Container Lines (Hong Kong) Company Limited and China Shipping Container Lines Company Limited (operating as a single carrier); CMA CGM, S.A.; COSCO Container Lines Company Ltd; Evergreen Line Joint Service Agreement; Hanjin Shipping Co., Ltd.; Hapag-Lloyd AG; Hyundai Merchant Marine Co., Ltd.; Kawasaki Kisen Kaisha Ltd.; Mediterranean Shipping Company; Nippon Yusen Kaisha; Orient Overseas Container Line Limited; Yangming Marine Transport Corp.; and Zim Integrated Shipping Services, Ltd.

**Filing Party:** David F. Smith, Esq.; Sher & Blackwell LLP; 1850 M Street, NW.; Suite 900; Washington, DC 20036.

**Synopsis:** The amendment adds A.P. Moller-Maersk A/S as a party to the agreement.

Dated: November 13, 2009.

By Order of the Federal Maritime Commission.

**Tanga S. FitzGibbon,**

*Assistant Secretary.*

[FR Doc. E9-27647 Filed 11-17-09; 8:45 am]

BILLING CODE 6730-01-P

## FEDERAL MARITIME COMMISSION

### Ocean Transportation Intermediary License Applicants

Notice is hereby given that the following applicants have filed with the Federal Maritime Commission an application for license as a Non-Vessel-Operating Common Carrier and Ocean Freight Forwarder—Ocean Transportation Intermediary pursuant to section 19 of the Shipping Act of 1984 as amended (46 U.S.C. Chapter 409 and 46 CFR 515).

Persons knowing of any reason why the following applicants should not receive a license are requested to contact the Office of Transportation Intermediaries, Federal Maritime Commission, Washington, DC 20573.

#### Non-Vessel-Operating Common Carrier Ocean Transportation Intermediary Applicants

Ship Beyond, Inc., 263 E. Redondo Beach Blvd., Gardena, CA 90245.

Officer: Jimmy Lee, President (Qualifying Individual)

Seafair International Logistics, LLC, 910 W. Philips Street, #220, Ontario, CA 91762. Officers: Hengyi (Kelvin) Gu, Manager (Qualifying Individual), Tao Lu, Member

Daudry Business Group, Corp., dba Adam Logistics, 6713 NW 84th Ave., Miami, FL 33166. Officer: Darcy G. Perez, President (Qualifying Individual)

Inter-American Movers and Forwarders, LLC, 3032 N.W. 72nd Avenue, Miami, FL 33122. Officers: Terence A. Rignault, Director (Qualifying Individual), Alejandro Jerez, Managing Member

#### Non-Vessel-Operating Common Carrier and Ocean Freight Forwarder Transportation Intermediary Applicants

The Ultimate Freight Management & Logistics, Inc., 9215 Hall Road, Downey, CA 90241. Officers: Charles Chen, President (Qualifying Individual), Yi Li, CFO

Royalty Logistics, Inc., 6356 NW 99 Ave., Miami, FL 33178. Officers: Doumit Shmouni, President (Qualifying Individual), Diane Aboukhalil, Secretary

Prime Movers Inc., 242 South Coastal Highway 17, Midway, GA 31320.

Officers: Olugbenga A. Awe, CEO (Qualifying Individual), Akinwale A. Awujo, Treasurer  
 Power Freight Systems, Inc., 7447A Morton Ave., Newark, CA 94560.  
 Officers: Sandra K. Thoroughman, Dir. Of Int'l Services (Qualifying Individual), Malcom Winspear, President  
 Pangaea Logistics, Inc., 45-09 104th Street, Corona, NY 11368. Officers: Anthony C. Vozzolo, President (Qualifying Individual), David S. Pine, Vice President  
 K&K Global LLC, 6820 Ravens Crest Drive, Plainsboro, NJ 08536. Officer: Katsiaryna Dzemyaniuk, President (Qualifying Individual)  
 JBH Worldwide LLC dba JBH Worldwide, 701 Tennent Road, Manalapan, NJ 07726. Officer: Jay Horowitz, President (Qualifying Individual)  
 JCC International Enterprises Inc., State Road #190 Km. 3.4 Sabana Abajo Ward, Carolina, PR 00984. Officer: Liza Vilanova, President (Qualifying Individual)  
 United Logistics Corp. 3650 Mansell Rd., #400, Alpharetta, GA 30022. Officers: Wei Wen Li, Secretary (Qualifying Individual), Chuanxiang Li, President

**Ocean Freight Forwarder—Ocean Transportation Intermediary Applicants**

Mariela N. Lopez-Torres, 665 NW 85th Place, Apt. 103, Miami, FL 33126. Sole Proprietor  
 Blue Supply Chain Solutions, LLC, 4061 Woodward Cove Lane, Apison, TN 37302. Officers: Corey P. Bonner, Chief Manager (Qualifying Individual), Dana D. Reeves, Secretary

International Cargo Freight Forwarder, Inc., 105-20 Liberty Ave., Ozone Park, NY 11417. Officers: Edul Ahmad, CEO (Qualifying Individual), Steve Massiah, Vice President  
 World Express & Connection Inc, 63 Hook Road, Bayonne, NJ 07002. Officers: Raya Bakhirev, General Manager (Qualifying Individual), Aleksandr Solovyev, President  
 Logistics Management Solutions, L.C., One City Place, Suite 415, Saint Louis, MO 63141. Officers: Gregory L. Umstead, Company Officer (Qualifying Individual), Dennis F. Schoemehl, President  
 PJC Express Inc., 16611 Living Rock Court, Chino Hills, CA 91709. Officers: Ching C. Lei, Secretary (Qualifying Individual), Paul H. Tsui, President  
 Dated: November 13, 2009.

**Tanga S. FitzGibbon,**  
*Assistant Secretary.*  
 [FR Doc. E9-27648 Filed 11-17-09; 8:45 am]  
**BILLING CODE 6730-01-P**

**FEDERAL MARITIME COMMISSION**

**Ocean Transportation Intermediary License Revocations**

The Federal Maritime Commission hereby gives notice that the following Ocean Transportation Intermediary licenses have been revoked pursuant to section 19 of the Shipping Act of 1984 (46 U.S.C. Chapter 409) and the regulations of the Commission pertaining to the licensing of Ocean Transportation Intermediaries, 46 CFR Part 515, effective on the corresponding date shown below:  
*License Number: 021721NF.*

*Name:* T.E.E. Transportation Services, LLC.  
*Address:* 4027 Joe Street, Charlotte, NC 28206.  
*Date Revoked:* November 6, 2009.  
*Reason:* Surrendered license voluntarily.  
*License Number:* 020611NF.  
*Name:* Pro Cargo Solutions, Inc.  
*Address:* 2324 Pennsylvania Ave., Ste. #3, Lomita, CA 90717.  
*Date Revoked:* October 12, 2009.  
*Reason:* Surrendered license voluntarily.  
*License Number:* 018275NF.  
*Name:* Global Fritz Logistics Service Co., Ltd.  
*Address:* 15155 El Solinda Dr., Hacienda Heights, CA 91745.  
*Date Revoked:* October 30, 2009.  
*Reason:* Surrendered license voluntarily.

**Sandra L. Kusumoto,**  
*Director, Bureau of Certification and Licensing.*  
 [FR Doc. E9-27650 Filed 11-17-09; 8:45 am]  
**BILLING CODE 6730-01-P**

**FEDERAL MARITIME COMMISSION**

**Ocean Transportation Intermediary License Reissuance**

Notice is hereby given that the following Ocean Transportation Intermediary license has been reissued by the Federal Maritime Commission pursuant to section 19 of the Shipping Act of 1984 (46 U.S.C. Chapter 409) and the regulations of the Commission pertaining to the licensing of Ocean Transportation Intermediaries, 46 CFR Part 515.

License No.	Name/address	Date reissued
013253N .....	Total Service Line Corporation dba Total Shipping Line Corp., 12140 E. Artesia Blvd., #208, Artesia, CA 90701.	October 14, 2009.

**Sandra L. Kusumoto,**  
*Director, Bureau of Certification and Licensing.*  
 [FR Doc. E9-27649 Filed 11-17-09; 8:45 am]  
**BILLING CODE 6730-01-P**

**FEDERAL TRADE COMMISSION**

**Granting of Request for Early Termination of the Waiting Period Under the Premerger Notification Rules**

Section 7A of the Clayton Act, 15 U.S.C. 18a, as added by Title II of the

Hart-Scott Rodino Antitrust Improvements Act of 1976, requires persons contemplating certain mergers or acquisitions to give the Federal Trade Commission and the Assistant Attorney General advance notice and to wait designated periods before consummation of such plans. Section 7A(b)(2) of the Act permits the agencies, in individual cases, to terminate this waiting period prior to its expiration and requires that notice of this action be published in the **Federal Register**.

The following transactions were granted early termination of the waiting

period provided by law and the premerger notification rules. The grants were made by the Federal Trade Commission and the Assistant Attorney General for the Antitrust Division of the Department of Justice. Neither agency intends to take any action with respect to these proposed acquisitions during the applicable waiting period.

**APPENDIX “16”**

**New Jersey Department of Treasury  
Division of Commercial Recording  
Certificate of Amendment to the  
Certificate of Incorporation  
(For Use by Domestic Profit Corporations)**

Pursuant to the provisions of Section 14A:9-2 (4) and Section 14A:9-4 (3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

AMC  
**FILED**  
OCT 14 2009  
STATE TREASURER

1. The name of the corporation is: **WORLD EXPRESS & CONNECTION INC**
2. The following Amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on October 7, 2009.

Resolved, that Article 2 of the Certificate of Incorporation be amended to read as follows:

1. **Registered Agent: Aleksandr Solovyev**

0100919245

Resolved, that Article 3 of the Certificate of Incorporation be amended to read as follows:

2. **Registered Office: 63 New Hook Road, Bayonne, NJ 07002**

Further resolved, that Article 6 of the Certificate of Incorporation be amended to read as follows:

6. **The Board of Directors shall consist of one director:**

<u>Name</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Aleksandr Solovyev	63 New Hook Road	Bayonne,	NJ	07002

3. The number of shares outstanding at the time of the adoption of the amendment was 200 NPV. The total number of shares entitled to vote thereon was: 200. If any shares of any class or series are entitled to vote thereon as a class, set forth below the designation and number if outstanding shares entitled to vote thereon of each class or series. (Omit if not applicable).

The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

<u>Number of Shares Voting for Amendment</u>	<u>Number of Shares Voting Against Amendment</u>
200	0

October 7, 2009

Signature: A. Solovyev

Name: Aleksandr Solovyev

Title: President

**APPENDIX “17”**

MARINE TRANSPORT LOGISTIC INC. - FMC Tariff No. 1	Orig/Rev Original	Page TITLE PAGE
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page TITLE PAGE
TITLE PAGE	CORR: 0	Issued: 24Mar2016

# TITLE PAGE

Effective: 24Mar2016 Thru: Expires: Publish 24Mar2016 Amend: C  
Originally Issued: 04May2004 Originally Effective: 04May2004

MARINE TRANSPORT LOGISTIC INC.  
63 HOOK ROAD  
BAYONNE, NJ 07002  
Tel: 201-858-8600 Fax: 201-858-8607

NVOCC Tariff No. 001

Naming

Rules, Regulations and Freight Rates  
Applicable on the Transportation of Commodities

Between  
Worldwide Ports and Points  
(As Named in Rule 1)

And  
United States Ports and Points  
(As Named in Rule 1)

-----  
MARINE TRANSPORT LOGISTIC INC. is a Non-Vessel Operating Common Carrier (NVOCC) registered with the US Federal Maritime Commission under FMC Organization No. 018709, and licensed as Ocean Transportation Intermediary under FMC-OTI No. 018709N.  
-----

For explanation of abbreviations and reference marks see Rule 29.  
-----

#### NOTICE TO TARIFF USERS

This document is compiled to reflect carrier's tariff as published in compliance with regulations of the U.S. Federal Maritime Commission (FMC). Carrier's official tariff is that contained in the Internet web site of Distribution-Publications, Inc., located at [www.dpiusa.com](http://www.dpiusa.com)

Publishing Office  
Distribution-Publications, Inc.  
180 Grand Ave, Ste 350  
OAKLAND, CA, USA 94612  
Phone: 1-510-273-8933 Fax: 1-510-273-8959  
Email: [publishing@dpiusa.com](mailto:publishing@dpiusa.com)

**APPENDIX “18”**

WORLD EXPRESS & CONNECTION INC. - FMC Tariff No. 001	Orig/Rev Original	Page TITLE PAGE
FROM: TARIFF ORIGIN SCOPE	Cancels Original	Cancels Page TITLE PAGE
TO: TARIFF DESTINATION SCOPE		
TITLE PAGE	CORR: 0	Issued: 29Jun2016

# TITLE PAGE

Effective: 22Mar2016 Thru: Expires: Publish 22Mar2016 Amend: C  
 Originally Issued: 20Oct2010 Originally Effective: 20Oct2010

WORLD EXPRESS & CONNECTION INC.  
 63 HOOK ROAD  
 BAYONNE, NJ 07002  
 Tel: 201-977-12540 / Fax: 201-858-8607

FMC Tariff No. 001

Naming  
 Rules, Regulations and Freight Rates  
 Applicable on the Transportation of Commodities

Between  
 Worldwide Ports and Points  
 (As Named in Rule 1)

And  
 United States Ports and Points  
 (As Named in Rule 1)

-----  
 WORLD EXPRESS & CONNECTION INC. is a Non-Vessel Operating Common Carrier  
 (NVOCC) registered with the US Federal Maritime Commission under FMC  
 Organization No. 022519, and licensed as Ocean Transportation Intermediary  
 under FMC-OTI No. 022519NF.  
 -----

For explanation of abbreviations and reference marks see Rule 29.  
 -----

NOTICE TO TARIFF USERS  
 This document is compiled to reflect carrier's tariff as published in  
 compliance with regulations of the U.S. Federal Maritime Commission. The  
 official tariff is that contained in the Internet web site of Distribution-  
 Publications, Inc., located at [www.dpiusa.com](http://www.dpiusa.com)

PUBLISHING OFFICE  
 DISTRIBUTION-PUBLICATIONS, INC.  
 180 GRAND AVENUE, SUITE 350  
 OAKLAND, CA, USA 94612  
 Phone: 510-273-8933 Fax: 510-273-8959  
 Email: [publishing@dpiusa.com](mailto:publishing@dpiusa.com)

**APPENDIX “19”**

Contact Us

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Business Registration search results for:

MTLWORLD.COM

(Registered)

Want to buy this domain?

GO

Get it with our Domain Buy Service.

Want Business Registration?

GO

Let people know about your business.

WHOIS Information

Domain Name: MTLWORLD.COM
Registry Domain ID: 67875343\_DOMAIN\_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2016-09-06T14:53:38Z
Creation Date: 2001-03-15T20:27:01Z
Registrar Registration Expiration Date: 2021-06-03T03:59:59Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited
http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited
http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited
http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited
http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID:
Registrant Name: MTL Admin
Registrant Organization: Marine Transport Logistics
Registrant Street: 63 New Hook Road
Registrant City: Bayonne
Registrant State/Province: New Jersey
Registrant Postal Code: 07002
Registrant Country: US
Registrant Phone: +1.2018588600
Registrant Phone Ext:
Registrant Fax: +1.2018588607
Registrant Fax Ext:
Registrant Email: admin@mtlworld.com
Registry Admin ID:
Admin Name: MTL Admin
Admin Organization: Marine Transport Logistics
Admin Street: 63 New Hook Road
Admin City: Bayonne
Admin State/Province: New Jersey
Admin Postal Code: 07002
Admin Country: US
Admin Phone: +1.2018588600
Admin Phone Ext:
Admin Fax: +1.2018588607
Admin Fax Ext:
Admin Email: admin@mtlworld.com
Registry Tech ID:
Tech Name: MTL Admin
Tech Organization: Marine Transport Logistics
Tech Street: 63 New Hook Road
Tech City: Bayonne

Business Information



Marine Transport Logistics
+1.(201) 858-8600 Phone
+1.(201) 858-8607 Fax
63 New Hook Rd
Bayonne, New Jersey 07002
United States

View Map

www.mtlworld.com
info@mtlworld.com



Business Type(s):

- Auto > General
Business > B2B
Business > Import & Export
Business > Transportation

Operating Hours:

Monday - Friday 9am - 6pm EST

Description:

MTL is licensed NVOCC freight forwarding agent, providing transportation services to any destination worldwide.

Tech State/Province: New Jersey  
 Tech Postal Code: 07002  
 Tech Country: US  
 Tech Phone: +1.2018588600  
 Tech Phone Ext:  
 Tech Fax: +1.2018588607  
 Tech Fax Ext:  
 Tech Email: admin@mtlworld.com  
 Name Server: NS25.DOMAINCONTROL.COM  
 Name Server: NS26.DOMAINCONTROL.COM  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System:  
<http://wdprs.internic.net/>  
 >>> Last update of WHOIS database: 2016-09-06T18:00:00Z <<<

For more information on Whois status codes, please visit  
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>  
[http://who.godaddy.com/whoischeck.aspx?domain=MTLWORLD.COM&target=\\_blank](http://who.godaddy.com/whoischeck.aspx?domain=MTLWORLD.COM&target=_blank)>See Business Registration Listing</a>

The data contained in GoDaddy.com, LLC's WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

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Search

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**APPENDIX “20”**

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WHOIS search results for:  
**WORLDEXPRESS.US**

Is this your domain?

GO

Add hosting, email and more.

Want to buy this domain?

GO

Get it with our Domain Buy service.

Domain Name: WORLDEXPRESS.US  
 Registry Domain ID: D31793717-US  
 Registrar WHOIS Server: whois.godaddy.com  
 Registrar URL: http://www.godaddy.com  
 Update Date: 2016-08-09T21:33:40Z  
 Creation Date: 2011-02-04T00:52:10Z  
 Registrar Registration Expiration Date: 2018-02-03T23:59:59Z  
 Registrar: GoDaddy.com, LLC  
 Registrar IANA ID: 146  
 Registrar Abuse Contact Email: abuse@godaddy.com  
 Registrar Abuse Contact Phone: +1.4806242505  
 Domain Status: clientTransferProhibited  
<http://www.icann.org/epp#clientTransferProhibited>  
 Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>  
 Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>  
 Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>  
 Registry Registrant ID: CR250367245  
 Registrant Name: ALLA SOLOVYEVA  
 Registrant Organization: MARINE TRANSPORT LOGISTIC INC  
 Registrant Street: 63 NEW HOOK RD  
 Registrant City: BAYONNE  
 Registrant State/Province: Nebraska  
 Registrant Postal Code: 07002  
 Registrant Country: US  
 Registrant Phone: +1.2018588600  
 Registrant Phone Ext:  
 Registrant Fax:  
 Registrant Fax Ext:  
 Registrant Email: info@worldexpress.us  
 Registry Admin ID: CR250367249  
 Admin Name: ALLA SOLOVYEVA  
 Admin Organization: MARINE TRANSPORT LOGISTIC INC  
 Admin Street: 63 NEW HOOK RD  
 Admin City: BAYONNE  
 Admin State/Province: Nebraska  
 Admin Postal Code: 07002  
 Admin Country: US  
 Admin Phone: +1.2018588600  
 Admin Phone Ext:  
 Admin Fax:  
 Admin Fax Ext:  
 Admin Email: info@worldexpress.us  
 Registry Tech ID: CR250367247  
 Tech Name: ALLA SOLOVYEVA  
 Tech Organization: MARINE TRANSPORT LOGISTIC INC  
 Tech Street: 63 NEW HOOK RD  
 Tech City: BAYONNE  
 Tech State/Province: Nebraska  
 Tech Postal Code: 07002  
 Tech Country: US  
 Tech Phone: +1.2018588600  
 Tech Phone Ext:  
 Tech Fax:  
 Tech Fax Ext:  
 Tech Email: info@worldexpress.us  
 Name Server: NS67.DOMAINCONTROL.COM  
 Name Server: NS68.DOMAINCONTROL.COM  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>  
 >>> Last update of WHOIS database: 2016-09-21T18:00:00Z <<<

## Domain already taken?

Enter Domain Name

Search



### NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand and enable you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

Alternate domains		
<input checked="" type="checkbox"/>	earthexpress.us	SAVE! \$3.99
<input type="checkbox"/>	worldepress.global	\$49.99
<input type="checkbox"/>	worldepress.international	\$24.99
<input type="checkbox"/>	worldepress.online	SAVE! \$2.99
<input type="checkbox"/>	worldepress.earth	\$29.99
<input type="checkbox"/>	express.global	\$5,199.99
<input type="checkbox"/>	worldepress.nyc	SAVE! \$19.99
<input type="checkbox"/>	worldepress.express	\$39.99

**ADD TO CART**

### Learn more about

[Private Registration](#) ?

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[Business Registration](#) ?

\*Plus ICANN fee of \$0.38 per domain name year.

\*\* .CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

For more information on Whois status codes, please visit  
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WHOIS database, while believed by the company to be reliable, is provided "as is"

with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records.

Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

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**APPENDIX “21”**

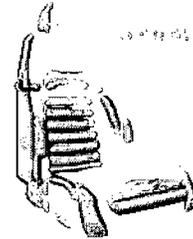
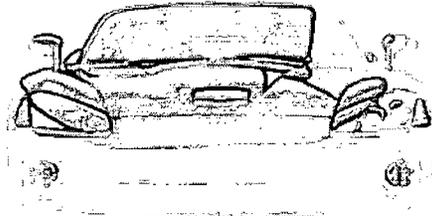
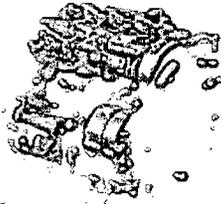


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Car Express & Import Inc. offers you a new and innovative way of buying your pre-owned car, boat, motorcycle, RV or heavy machinery like work lifts and trucks in the United States and deliver it to your door, regardless where in the world you are located! We are licensed and bonded in the state of NJ authorized by all major car auctions in the United States, and our sister company is a licensed Freight Broker. We help our clients around the world to safely and quickly buy low priced cars of their dreams. We offer all makes and models of both new and pre-owned automobiles, boats, RV, trucks and ATV and motorcycles.

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Mercedes-Benz



MERCURY



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MITSUBISHI  
MOTORS



NISSAN



SUBARU



PORSCHE



ROLLS  
ROYCE



SAAB



TOYOTA



SCION

### AUTO PARTS AND ACCESSORIES

We have an access to over 800,000 auto parts and accessories from top manufacturers to fit all domestic and foreign makes and models and we sell them to you in any quantities at heavily discounted rates. In addition, Car Express & Import, Inc. makes sure your parts are processed and delivered instantly to any country in the world.

### TRANSPORTATION SERVICES

For your convenience we also offer low-cost transportation services from any location in the USA to our warehouse. We provide professional packing and loading of containers, and door-to-door delivery to your door. Our trained professionals are here to answer all your questions and provide any assistance necessary.

### ADDITIONAL SERVICES

- Free storage at our warehouse facilities up to 3 months
- Best price and discount rates
- One-time registration of your imported vehicle in
- Home country and legal and logistical support
- Inspection of your vehicle

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**APPENDIX “22”**

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WHOIS search results for: CAREXPRESS.US

Is this your domain? **GO**  
Add hosting, email and more.

Want to buy this domain? **GO**  
Get it with our Domain Buy service.

Domain Name: CAREXPRESS.US  
 Registry Domain ID: D28731292-US  
 Registrar WHOIS Server: whois.godaddy.com  
 Registrar URL: http://www.godaddy.com  
 Update Date: 2016-09-06T14:53:38Z  
 Creation Date: 2010-08-13T21:31:38Z  
 Registrar Registration Expiration Date: 2021-08-12T23:59:59Z  
 Registrar: GoDaddy.com, LLC  
 Registrar IANA ID: 146  
 Registrar Abuse Contact Email: abuse@godaddy.com  
 Registrar Abuse Contact Phone: +1.4806242505  
 Domain Status: clientTransferProhibited  
<http://www.icann.org/epp#clientTransferProhibited>  
 Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>  
 Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>  
 Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>  
 Registry Registrant ID: CR57176147  
 Registrant Name: MTL Admin  
 Registrant Organization: Marine Transport Logistics Inc  
 Registrant Street: 63 New Hook Road  
 Registrant City: Bayonne  
 Registrant State/Province: New Jersey  
 Registrant Postal Code: 07002  
 Registrant Country: US  
 Registrant Phone: +1.2018588600  
 Registrant Phone Ext:  
 Registrant Fax: +1.2018588607  
 Registrant Fax Ext:  
 Registrant Email: admin@mtlworld.com  
 Registry Admin ID: CR57176149  
 Admin Name: MTL Admin  
 Admin Organization: Marine Transport Logistics Inc  
 Admin Street: 63 New Hook Road  
 Admin City: Bayonne  
 Admin State/Province: New Jersey  
 Admin Postal Code: 07002  
 Admin Country: US  
 Admin Phone: +1.2018588600  
 Admin Phone Ext:  
 Admin Fax: +1.2018588607  
 Admin Fax Ext:  
 Admin Email: admin@mtlworld.com  
 Registry Tech ID: CR57176148  
 Tech Name: MTL Admin  
 Tech Organization: Marine Transport Logistics Inc  
 Tech Street: 63 New Hook Road  
 Tech City: Bayonne  
 Tech State/Province: New Jersey  
 Tech Postal Code: 07002  
 Tech Country: US  
 Tech Phone: +1.2018588600  
 Tech Phone Ext:  
 Tech Fax: +1.2018588607  
 Tech Fax Ext:  
 Tech Email: admin@mtlworld.com  
 Name Server: NS29.DOMAINCONTROL.COM  
 Name Server: NS30.DOMAINCONTROL.COM  
 DNSSEC: unsigned  
 URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>  
 >>> Last update of WHOIS database: 2016-09-21T20:00:00Z <<<

### Domain already taken?

Enter Domain Name

Search



### NameMatch Recommendations

GoDaddy.com NameMatch has found similar domain names related to your search. Registering multiple domain names may help protect your online brand and enable you to capture more Web traffic, which you can then direct to your primary domain.

Domains available for new registration:

<input checked="" type="checkbox"/> Alternate domains		
<input type="checkbox"/>	carreveal.us	SAVE! \$3.99
<input type="checkbox"/>	carexpress.review	SAVE! \$149.99
<input type="checkbox"/>	carexpress.date	SAVE! \$149.99
<input type="checkbox"/>	carconvey.us	SAVE! \$3.99
<input type="checkbox"/>	carexpress.wln	SAVE! \$149.99
<input type="checkbox"/>	carexpress.loan	\$649.99
<input type="checkbox"/>	carconvey.com	SAVE! \$11.99
<input type="checkbox"/>	carexpress.science	\$649.99

**ADD TO CART**

### Learn more about

[Private Registration](#) ?

[Protected Registration](#) ?

[Business Registration](#) ?

\*Plus ICANN fee of \$0.18 per domain name year.

\*\*CA domain names will be registered through Go Daddy Domains Canada, Inc., a CIRA certified registrar.

For more information on Whois status codes, please visit  
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WHOIS database, while believed by the company to be reliable, is provided "as is"

with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records.

Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

[See Underlying Registry Data](#)  
[Report Invalid Whois](#)

Search for another domain name in the WHOIS database



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**APPENDIX “23”**

**MINUTES OF DIRECTORS MEETING OF**  
**OF**  
**WORLD EXPRESS & CONNECTION INC.**  
 \* A New Jersey Corporation.

The organizational meeting of the Board of Directors of World Express & Connection Inc. was held at: 63 New Hook Road, Bayonne, NJ 07002 on March 21<sup>st</sup>, 2016, at 10 a.m.

In attendance were:

Raya Bakhirev, being persons designated as Directors in the Articles of Incorporation.

Alla Solovyev, acting Secretary.

Roman Chernin, prospective officer of the company

Raya Bakhirev served as acting Chairman of the meeting and Alla Solovyev served as acting Secretary.

The Director noted that she had reviewed and considered potential candidates to serve on the Board of Directors. Based on this review and consideration by the Director of potential candidates to serve on the Board of Directors, the following resolution was unanimously adopted:

RESOLVED, that Roman Chernin is elected as a new Director of this Corporation to replace Raya Bakhirev.

RESOLVED FURTHER, that the Officers of this Corporation are authorized and directed to take any action necessary to effectuate the foregoing resolution.

There being no further business requiring Board action or consideration, on motion duly made, seconded and carried, the meeting was adjourned.

Alla Solovyev  
 Secretary

State of New Jersey )  
 County of Hudson )  
 JSS:

On this, the 22 day of MARCH, 2016, before me a notary public, the undersigned officer, personally appeared Alla Solovyev known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

**ANA D MARTINEZ**  
 ID # 2383000  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 Commission Expires March 07, 2019

Ana D Martinez 03/22/2016  
 Notary Public

**APPENDIX “24”**



## **U.S. Customs Brokerage and Freight Forwarding**

Service terms and conditions U.S. brokerage – In accordance with the National Customs Brokers and Freight Forwarders Association of America, Inc. Both the Client and the Customs Broker agree to be bound by the Power of Attorney and the Service Terms and Conditions until one of the parties advises the other in writing.

These Service Terms and Conditions constitute a legally binding contract between the "Company" and the "Customer" governing the provision of customs brokerage and related services by the Company to the Customer. In the event the Company renders any other services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

### **1. Definitions**

"Company" shall mean World Express & Connection Inc., its subsidiaries, related companies, agents and/or representatives;

"Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Service Terms and Conditions to all such agents or representatives;

"Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

"Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

"Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

### **2. Company as Agent**

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and/or security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services or other logistics services in any capacity other than as a carrier.

### **3. Limitation of Actions**

Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company within ninety (90) days of the event giving rise to claim. The failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

All suits against Company must be filed and properly served on Company as follows:

- a. For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- b. For claims arising out of air transportation, within one (1) year from the date of the loss;
- c. For claims arising out of the preparation and/or submission of an import entry(s), within sixty (60) days from the date of liquidation of the entry(s); and
- d. For any and all other claims of any other type within one (1) years from the date of the loss or damage.

#### **4. No Liability For The Selection or Services of Third Parties and/or Routes**

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

#### **5. Quotations Not Binding**

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice. No quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

#### **6. Reliance On Information Furnished**

Customer acknowledges that it is required to review all documents and declarations prepared by Company and/or filed by Company on Customer's behalf with U.S. Customs and Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements or classifications, or omissions on any declaration or other submission filed on Customer's behalf;

In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer, including but not limited to tariff classification and information relating thereto; Customer shall use reasonable care to ensure the correctness of all such documentation and information and shall indemnify and hold the Company harmless from and against any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose documentation or information, or any incorrect, incomplete or false statement by the Customer or its agent, representative or

contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all documentation and information required to import, export or enter the goods.

#### **7. Compliance with Law**

Customer represents and warrants to Company that it will comply with all laws and regulations applicable to the Customer and/or any shipment or transaction hereunder, including without limitation, Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act and the Money Laundering Control Act.

- a) Without limiting the generality of Paragraph 7(a), after diligent inquiry the Customer represents and warrants to Company that neither Customer, nor any of its officers, directors, or controlling owners, is:
  - i) is, or is designated as, a person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or any other legal or governmental authority of competent jurisdiction (in each case, a "SDN");
  - ii) acting, directly or indirectly, for or on behalf of any SDN; or
  - iii) engaged in any transaction or shipment, directly or indirectly, on behalf of, or is instigating or facilitating any transaction or shipment, directly or indirectly, on behalf of, any SDN.
- b) In the event of any change resulting in the Customer being non-compliant with any of the above representations and warranties, Customer shall immediately notify the Company of such fact and the Company may, at its sole option, immediately terminate the services.

#### **8. Declaring Higher Value To Third Parties**

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore. In the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

#### **9. Insurance**

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf. In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

#### **10. Disclaimers: Limitations of Liability**

Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

- a) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s);
- b) In the absence of additional coverage under (b) above, the Company's liability shall be limited to the following:

- i. where the claim arises from activities other than those relating to customs business, \$50.00 per shipment or transaction; or,
  - ii. where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less; or,
  - iii. if no other terms and conditions apply for freight carried on Company trucks, the maximum liability for loss or damage to cargo is \$15.00 per pound per piece, subject to a maximum liability of \$100,000 per shipment unless the shipper/consignor requests Excess Declared Value Coverage, which has been arranged through and with the consent of Company. The agreed value on household goods, used machinery, or personal effects will not exceed \$.10 per lb. per article where the claim arises from activities other than those in (i) or (ii) above, \$50.00 per shipment or transaction;
- c. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

#### **11. Advancing Money**

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer. The granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company. If the Customer fails to advance funds to the Company or comply with the terms of any credit extended to the Customer as aforesaid, the Company shall have no obligation with respect to rendering services concerning the goods for which the advance funds or credit apply.

#### **12. Indemnification/Hold Harmless**

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of Customer's merchandise, any conduct of the Customer, and/or Customer's breach of any representation, warranty or covenant herein, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any applicable laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

#### **13. C.O.D. or Cash Collect Shipments**

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.);" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

#### **14. Invoicing, Payment and Costs of Collection**

- a. The Company shall issue invoices to Customer for all fees and charges pertaining to services rendered to and on behalf of the Customer;
- b. All such invoices shall be payable upon receipt, or as otherwise agreed between the Customer and the Company;
- c. Interest on all late payments shall be paid at the rate of one and a half percent (1.5%) per month, upon which interest shall be charged commencing 30 days after the invoice due date or as otherwise agreed;

- d. Customer shall pay Company for all costs and expenses incurred by the Company in connection with the recovery of all payments due under this agreement including, but not limited to, costs of collection, reasonable legal fees, court costs and reasonable compensation for all time expended by the Company as result of such collection action.

#### **15. General Lien and Right to Sell Customer's Property**

- a. Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, prior shipment(s) and/or both;
- b. Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges: Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- c. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sales or auction any net proceeds remaining thereafter shall be refunded to Customer.

#### **16. Limited Waiver of Record Confidentiality**

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the Customer serviced by the Company is to be considered "confidential" unless waived by the Customer. In order to permit the facilitation of non-customs business at the offices of World Express & Connection Inc. and/or its affiliates, to the extent required, the Customer expressly waives confidential treatment of these records under this Agreement. The information contained in these records will not be disclosed to parties other than World Express & Connection Inc. and/or its affiliates, except where required by regulation or where requested in writing by the Customer.

#### **17. No Duty to Maintain Records for Customer**

Customer acknowledges that pursuant to Sections 508 and 509 of the Traffic Act, as amended, (19 USC 1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States. Unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "record keeping agent" for Customer.

#### **18. Obtaining Binding Rulings, Filing Protests, etc.**

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake pre or post release actions, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

#### **19. Preparation and Issuance of Bills of Lading**

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages, and/or cartons, etc., unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. Company shall rely upon and use the cargo weight supplied by Customer.

#### **20. Modification of Service Terms and Conditions**

These Service Terms and Conditions may be modified by Company at any time, and from time to time. Company

will notify you by posting notice at <http://www.worldexpress.us/> . Subject to the foregoing, these service terms and conditions may only be modified, altered or amended in writing signed by both Customer and Company.

**21. Compensation of Company**

The compensation of the Company for its services may be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

**22. Force Majeure**

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub- contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

**23. Severability**

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decisions to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

**24. Governing Law; Consent to Jurisdiction and Venue**

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of New York without giving consideration to principles of conflict of law.

Customer and Company:

- i) irrevocably consent to the jurisdiction of the United States District Court and the State of New York,
- ii) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- iii) consent to the exercise of in personam jurisdiction by said courts over it, and
- iv) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

**APPENDIX “25”**

FEDERAL MARITIME COMMISSION  
Ocean Transportation Intermediary License Applicants  
April 1, 2016

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**APL Logistics Ltd (NVO)**

16220 N. Scottsdale, Suite 400  
Scottsdale, AZ 85254  
Officers:  
Hawk W. Cheng, Vice President (QI)  
Beat Simon, President  
Application Type: QI Change

**Aragon Systems, L.L.C. (OFF)**

990 NW 11<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Officers:  
Elad Nagli, Operation Manager (QI)  
Joseph Shpats, Pricing and Routing Manager  
Application Type: Adding Trade Name Aragon Moving Systems

**Cruises Logistic USA, Inc. dba Italian Seaways USA (NVO & OFF)**

11825 NW 100 Road  
Medley, FL 33178  
Officers:  
Edward Santa, Vice President (QI)  
Guido Raso, President  
Application Type: Name Change to CL USA Inc. dba Cruise Logistics dba Italian Seaways

**DSV Air & Sea Inc. (NVO & OFF)**

100 Walnut Avenue, Suite 405  
Clark, NJ 07066-0405  
Officers:  
Niels Larsen, President (QI)  
Carsten Trolle, Chairman (Board of Directors)  
Application Type: QI Change

**East Point Group, LLC dba Paradise Freight (NVO & OFF)**

6040 Castle Coakley  
Christiansted, VT 00820  
Officer:  
Carson M. Whitt, Managing Member (QI)  
Application Type: QI Change

**Global Business Connect Inc (NVO)**

6035 Cherry Avenue  
Glen Burnie, MD 21061  
Officer:  
Eric S. Wride, President (QI)  
Application Type: New NVO License

**Global Logistics New Jersey, LLC dba Hyundai Glovis New Jersey, LLC (NVO & OFF)**

275 Veterans Boulevard

Rutherford, NJ 07070

Officers:

Soonjae Kwon, Manager (QI)

Hyo Sang Lee, Treasurer

Application Type: QI Change

**Globalcare Logistics Inc. (NVO & OFF)**

2820 C, Lassiter Road, Suite 200

Marietta, GA 30062

Officers:

Antony P. Fordham, President (QI)

Raymond K. Wong, Director

Application Type: New NVO & OFF License

**HOUTX Shipping, LLC (NVO & OFF)**

535 E. Fernhurst Drive, Suite 8

Katy, TX 77450

Officer:

Li Luo, Manager (QI)

Application Type: New NVO & OFF License

**Interfreight Logistics Co., Ltd (NVO)**

2629 N. Promontory Way

Orange, CA 92867

Officers:

Defang Kong, Secretary (QI)

HuaRong Liu, President

Application Type: Name Change to Interfreight Logistics Co., Ltd.

**Interport Logistics, LLC (NVO & OFF)**

12950 NW 25<sup>th</sup> Street, Suite 100

Miami, FL 33182

Officers:

Jose De Vivero, President (QI)

Jorge De Tuya, Vice President

Application Type: QI Change

**Jonar Transport, Inc. (OFF)**

2551 Eltham Avenue, Suite F

Norfolk, VA 23513

Officers:

Paul Dean, President (QI)

Dawn Vendt, Secretary

Application Type: QI Change

**JZ Expedited Logistics, LLC (NVO & OFF)**

9601 North Main Street Drive, Suite 1  
Jacksonville, FL 32218

Officers:

Phally Smith, Member (QI)

Robert L. Fox, Manager

Application Type: QI Change

**Kinghood International Logistics Inc. (NVO & OFF)**

12750 Center Court Drive, Suite 250  
Cerritos, CA 90703

Officers:

Lewis C. Chang, Vice President (QI)

Hongsheng Yan, President

Application Type: New NVO & OFF License

**LF Worldwide Transport LLC dba Across The Pond Express, LLC (NVO & OFF)**

4651 Charlotte Park Drive, Suite 230  
Charlotte, NC 28217

Officer:

Amy L. Parris, Organizer/Member (QI)

Application Type: Add Trade Name Across The Pond Express, LLC

**Manaco International Forwarders, Inc. dba B&A Shipping Company, Div. of Manaco International Forwarders, Inc. (NVO & OFF)**

1850 Eller Drive, Suite 302  
Fort Lauderdale, FL 33301

Officers:

Carlos Ortiz, COO (QI)

Melvyn Cohen, President

Application Type: QI Change

**Mazeh Shipping Line Company (NVO)**

6456 Hartwell Street  
Dearborn, MI 48126

Officer:

Nachaat Mazeh, President (QI)

Application Type: New NVO License

**Oceanic Container Line Inc. dba Share Logistics USA (OFF)**

2350 Hylan Blvd.  
Staten Island, NY 10306

Officers:

Kenneth W. Whitman, President (QI)

Joseph D'Agastino, Secretary

Application Type: Delete Trade Name Share Logistics USA

**PBV Shipping USA Inc. (NVO)**

556 Sequoia Trail

Roselle, IL 60172

Officers:

Purnima B. Parekh, Director (QI)

Biren Parekh, President

Application Type: QI Change

**Profit Global Inc (NVO)**

1744 Route 27

Edison, NJ 08817

Officers:

Hengyi (aka Kelvin) Gu, Secretary (QI)

Rui Wang, President

Application Type: New NVO License

**Ready Freight, LLC dba Ready Freight (NVO & OFF)**

27 Quiet Path Drive

Sugar Land, TX 77498

Officers:

D'Ann Metcalf, Ocean Freight Manager (QI)

Faisal Khan, President

Application Type: New NVO & OFF License

**Ridgeway International USA Inc. (NVO & OFF)**

1080 Military Turnpike, Suite 1

Plattsburgh, NY 12901

Officers:

Becky L. Hodge, Vice President (QI)

Guy M. Tombs, President

Application Type: QI Change

**Samskip, Incorporated (NVO)**

2551 Eltham Avenue, Suite F

Norfolk, VA 23513

Officers:

Paul Dean, President (QI)

Dawn Vendt, Secretary

Application Type: QI Change

**Sun Global Logistics, Inc. (NVO & OFF)**

5600 Windsor Court

Buena Park, CA 90621

Officer:

Hui Fen Cheng, President (QI)

Application Type: New NVO & OFF License

**TRG Group International, Inc. (NVO & OFF)**

19300 Hamilton Avenue, Suite 292

Gardena, CA 90248

Officers:

Sunny S. Lee, Secretary (QI)

Regina K. Tahk, President

Application Type: New NVO & OFF License

**Triways International LLC. (NVO & OFF)**

925 NW 106<sup>th</sup> Avenue Circle

Miami, FL 33172

Officer:

Stella Zamora, Member (QI)

Application Type: New NVO & OFF License

**World Express & Connection Inc. (NVO & OFF)**

63 New Hook Road

Bayonne, NJ 07002

Officers:

Roman Chernin, President (QI)

Raya Bakhirev, Secretary

Application Type: QI Change

**Xpress Freight Forwarding Inc (OFF)**

6456 Hartwell Street

Dearborn, MI 48126

Officer:

Nachaat Maze, President (QI)

Application Type: New OFF License

**APPENDIX “26”**

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# Raya Bakhirev

3rd

Accountant/Payroll Specialist at Marine Transport Logistic Inc  
Greater New York City Area | Accounting

Current **MARINE TRANSPORT LOGISTICS**  
 Previous **NYC SANITATION DEPARTMENT, H&R BLOCK, TAX TARGET CPA GROUP**  
 Education **H&R Advanced Income Tax Course**

[Send Raya InMail](#)

84 connections

<https://www.linkedin.com/in/raya-bakhirev-786b6442>

## Background

### Experience

#### Accountant/Payroll Specialist

MARINE TRANSPORT LOGISTICS  
May 2002 – Present (14 years 6 months) | Brooklyn, NY

Manage Accounts Payable, Accounts Receivable, Financial statements.

Perform bank reconciliation, accounts reconciliation, financial reports analysis.

Prepare and maintain various supporting documents: invoices, bills, quotations, wire transfers, ACH payments.

Prepare company accounts and tax returns for audit.

Manage full process of bi-weekly payroll, prepare and electronically file quarterly and yearly payroll report.

Audit state and local taxes for employees, issue W-2C and 1099 forms.

#### Bookkeeper

NYC SANITATION DEPARTMENT  
March 2006 – September 2008 (2 years 7 months) | New York, NY

Reviewed and audited receipts generated by private vendors  
Input and output information from daily tracking reports

Responsible for daily and bi-weekly reports and stating the total expenditure under accounting category

Reconciled daily export tracking reports

#### TAX Professional

H&R BLOCK  
December 2000 – April 2003 (2 years 5 months) | Brooklyn, NY

Prepared Individual Tax return

Audit and tax research

#### F/C Bookkeeper

TAX TARGET CPA GROUP  
January 1999 – April 2002 (3 years 4 months) | Brooklyn, NY

Performed a wide range of accounting and bookkeeping transactions for 95+ companies

Ad

Marcus, picture yourself at Regeneron Pharmaceuticals



Bioanalytical Analysis Asso...  
Tarrytown, NY, US

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## People Also Viewed

-  **Aleksey Sergeev** –
-  **Michael Lesnikov** –
-  **Jonida Thaci**  
Manager, Performance Reporting - Prudential Financial
-  **Elayaraja Kannan**  
IT Analyst at Tata Consultancy Services
-  **Michael Musheev**  
NSERC postdoctoral fellow at Institute of Molecular Biology at Johannes Gutenberg University Mainz
-  **Edwin Safarian**  
Freelance Designer
-  **Alex Dolje**  
Student at City University of New York City College
-  **Vyacheslav Khoroshevski**  
Associate Director at UBS Investment Bank
-  **William Small**  
Electronic and Technical Services Specialist
-  **Ray Makwinski**  
System Architect at Prudential Investment Management

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Distributed company reports and accounts summaries to officers and clients



Education

H&R Advanced Income Tax Course

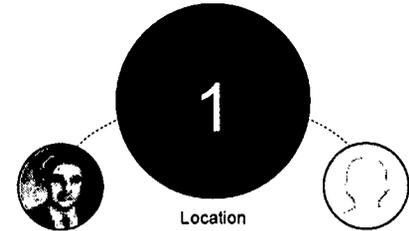
Professional Career Development Institute  
Professional Bookkeeping and Accounting Diploma

Kharkiv National University of Economics,  
Master of Business Administration

Raya Bakhirev

In Common with Raya

Raya



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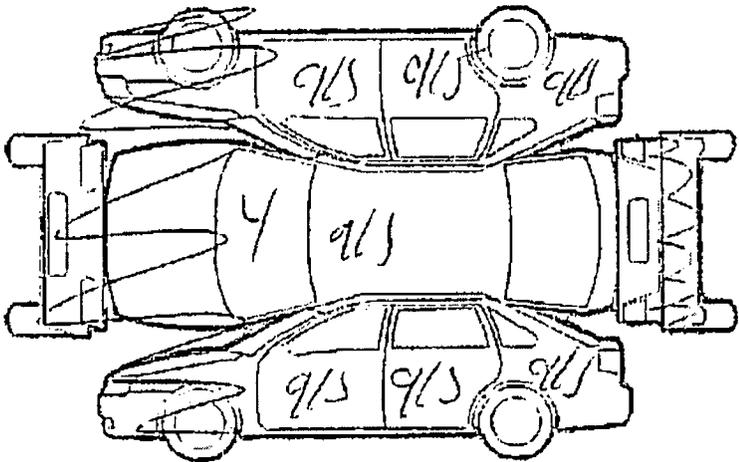


**APPENDIX “27”**

World Express and Connection (WEC)

WR: 33676 Vehicle Receipt / Inspection Sheet

Carrier	<u>OLEG</u>	Forwarder	
Shipper	<u>OLEG</u>	Consignee	



- 1 - Dent
  - 2 - Broken
  - 3 - Chipped
  - 4 - Cracked
  - 5 - Dent
  - 6 - Loose
  - 7 - Missing
  - 8 - Rusty
  - 9 - Scratch
  - 10 - Flat Tire
- Weather Condition:
- Clear
  - Rainy
  - Snowy
  - Dark

Drivable  Non-runner

Year	Make	Model	Color	VIN
<u>06</u>	<u>M3</u>	<u>SL65</u>	<u>Blue</u>	<u>113072</u>

Title YES  NO  New  Used  Salvage  Dirty

	QTY		QTY
1. Keys	—	10. Manual books	—
2. Remote	—	11. Cargo Cover	—
3. Floor Mats	—	12. Spare Tire	—
4. Shift Knob	✓	13. Jack / Tool Kit	—
5. Head Rests	✓	14. Mirrors	—
6. Seats	✓	15. Spoilers	—
7. CD Player	—	16. Wheel Caps	—
8. Navigation / Displays	—	17. Roof Rack	—
9. CD / DVD Changer	—	18. Moldings	—

Comments / Other: SALVAGE  
OLEG TEL LUIS TO INSPECT THIS CAR BE IN MFL YARD  
TO DO CONG -

Delivery agent of Customer is responsible for any and all damages during delivery. Without a contract between WEC and the non-vessel operating carrier used by the Customer for ocean transportation which provides for a period of free storage for Customer's vehicles, Customer is responsible to pay a (i) storage charge of \$10 a day from 1st day of delivery until vehicle pick up date; (ii) storage charge of \$10 a day for oversize vehicle or boat; (iii) handling charge of \$10 for each non-running vehicle; (iv) In/Out charge of \$25 if vehicle returned after receipt, and (v) at the option of the Customer, a pick-up and delivery charge, of the vehicle from the vehicle location. Insignate by the Customer, to the WEC warehouse by tow or driver, at the discretion of WEC, such charge to be agreed to between WEC and Customer. WEC is not responsible for any valuable goods left in vehicle. All vehicles are left at WEC warehouse at Customer's own risk. By delivering vehicles to WEC Customer agrees to all terms and conditions stated above and on reverse side hereof. WEC retains the right, not to load a vehicle into a container for movement to the U.S. load port or release back the vehicle to the Customer until Customer pays all applicable warehouse charges. (See Clause 2 (1)(ii) on reverse side)

Received By \_\_\_\_\_

Driver or Delivery Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_ No. 2/1/11

**APPENDIX “28”**

*Agreement No.:* 217-011657-002.

*Title:* Zim/Italia-D'Amico Space Charter Agreement.

*Parties:* Zim Israel Navigation Company Ltd., Italia D'Navigazione S.p.A., D'Amico Di Navigazione S.p.A.

*Synopsis:* The parties are amending their agreement by deleting Israel from the geographic scope, revising the amount of space available to Zim, and removing restrictions on allocated space for cargo moving eastbound from Haifa and cargo loaded/discharged at Piraeus.

*Agreement No.:* 232-011701.

*Title:* P&O Nedlloyd/FMC Agreement 232-011694, Cross Space Charter and Sailing Agreement.

*Parties:* CGA CGM, S.A., China Shipping Container Line, P&O Nedlloyd Limited, P&O Nedlloyd B.V.

*Synopsis:* The proposed agreement authorizes the parties to exchange container slots and agree upon the chartering, deployment, and utilization of vessels in the trade between U.S. East Coast ports and points, and ports and points in Panama, Jamaica, and the Far East (Japan/Hong Kong range). The parties have requested expedited review.

*Agreement No.:* 217-011702.

*Title:* Hapag-Lloyd/Lykes Space Charter Agreement.

*Parties:* Hapag-Lloyd Container Linie GmbH ("Hapag-Lloyd"), Lykes Lines Ltd., LLC ("Lykes").

*Synopsis:* The proposed Agreement would permit Lykes to charter space to Hapag-Lloyd in the trade between United States Atlantic and Gulf ports and ports in countries bordering on the Mediterranean Sea. The Agreement also provides for limited forms of cooperation in connection with the chartering of that space.

*Agreement No.:* 232-011703.

*Title:* NYKNOS/CSAV Space Charter and Sailing Agreement.

*Parties:* Compania Sud Americana de Vapores, S.A., NYKNOS Joint Service Agreement.

*Synopsis:* The proposed Agreement would permit the parties to charter space to one another and to coordinate their vessel services in the trade between the Atlantic and Gulf Coasts of the United States and ports in Panama, Colombia, Venezuela, and Pacific Coast ports in Central and South America. They would also be permitted to cooperate in matters related to equipment and various shoreside services. The parties have requested expedited review.

Dated: April 14, 2000.

By Order of the Federal Maritime Commission.

**Bryant L. VanBrakle,**

*Secretary.*

[FR Doc. 00-9828 Filed 4-18-00; 8:45 am]

BILLING CODE 6730-01-P

## FEDERAL MARITIME COMMISSION

### Ocean Transportation Intermediary License Applicant

Notice is hereby given that the following applicants have filed with the Federal Maritime Commission an application for licenses as Non-Vessel Operating Common Carrier and Ocean Freight Forwarder—Ocean Transportation Intermediary pursuant to section 19 of the Shipping Act of 1984 as amended (46 U.S.C. app. 1718 and 46 CFR part 515).

Persons knowing of any reason why the following applicants should not receive a license are requested to contact the Office of Transportation Intermediaries, Federal Maritime Commission, Washington, DC 20573.

#### Non-Vessel-Operating Common Carrier Ocean Transportation Intermediary Applicants

Nexttrans International, Inc., 1225 W. 190th Street, Suite 310, Gardena, CA 90248, Officers: John A. Kamischke, President (Qualifying Individual), Roy W. Cheong, Secretary

Transcon Shipping Co., Inc., 2157 Center Ave., Unit #4, Fort Lee, NJ 07024, Officers: Terrence P. Lynch, President (Qualifying Individual), Wai Wong, Vice President

Galaxy Shipping Company, Inc., 314 Whites Landing, Long Beach, CA 90803, Officers: Eliane Tiharu Susaki, Secretary (Qualifying Individual), Les Atterbury III, President

MTL Worldwide Agency, Inc., 228 51st Street, Brooklyn, NY 11220, Officer: Aleksandr Solovyev, President (Qualifying Individual)

Trans Orient Express LLC, 2625 Athena Place, Fullerton, CA 92833, Officers: Edward Chang, Chief Operating Officer (Qualifying Individual), Jia He Bai, President

#### Non-Vessel Operating Common Carrier and Ocean Freight Forwarder Transportation Intermediary Applicants

Transunion America, Inc., 66-00 Long Island Expressway, Suite 200, Maspeth, NY 11378, Officers: Brigid Gatti, Secretary, Geri S. Alex, Import and Export Manager (Qualifying Individuals), Jose Viano, President

### Ocean Freight Forwarders—Ocean Transportation Intermediary Applicants

Cardel International Shipping Corp., 405 North 61st Avenue, Hollywood, FL 33024, Officer: Carmen Delgado, President (Qualifying Individual)

Dated: April 14, 2000.

**Bryant L. VanBrakle,**

*Secretary.*

[FR Doc. 00-9827 Filed 4-18-00; 8:45 am]

BILLING CODE 6730-01-P

## FEDERAL RESERVE SYSTEM

### Government in the Sunshine Meeting; Notice

**AGENCY HOLDING THE MEETING:** Board of Governors of the Federal Reserve System.

**TIME AND DATE:** 11:00 a.m., Monday, April 24, 2000.

**PLACE:** Marriner S. Eccles Federal Reserve Board Building, 20th and C Streets, NW, Washington, DC 20551.

**STATUS:** Closed.

#### MATTERS TO BE CONSIDERED:

1. Personnel actions (appointments, promotions, assignments, reassignments, and salary actions) involving individual Federal Reserve System employees.

2. Any items carried forward from a previously announced meeting.

**CONTACT PERSON FOR MORE INFORMATION:** Lynn S. Fox, Assistant to the Board; 202-452-3204.

**SUPPLEMENTARY INFORMATION:** You may call 202-452-3206 beginning at approximately 5 p.m. two business days before the meeting for a recorded announcement of bank and bank holding company applications scheduled for the meeting; or you may contact the Board's Web site at <http://www.federalreserve.gov> for an electronic announcement that not only lists applications, but also indicates procedural and other information about the meeting.

Dated: April 14, 2000.

**Jennifer J. Johnson,**

*Secretary of the Board.*

[FR Doc. 00-9882 Filed 4-14-00; 5:00 pm]

BILLING CODE 6210-01-P

**APPENDIX “29”**

are authorizing voluntary electronic filing through an electronic system, which has been available since July 30. Electronic filing will be made mandatory by a separate, later action by the Agencies. The new electronic system is an important step in the Agencies' ongoing efforts to streamline the filing and retrieval of reports filed with the Agencies under the Securities Exchange Act of 1934. It will also reduce burden on insiders who must file these reports within two business days of completing a transaction in equity securities of the institution.

Additionally, OTS collects other periodic disclosure documents required to be filed by savings associations pursuant to the Exchange Act on forms promulgated by the U.S. Securities and Exchange Commission for its registrants. In addition to seeking public comment on the planned change in filing method for reports of beneficial ownership, OTS also seeks public comment on its proposed renewal of this collection.

The Agencies' burden estimates follow.

*Affected Public:*

FDIC: Directors, officers and principal shareholders of insured financial institutions (insiders).

OTS: Directors, officers and principal shareholders of insured financial institutions (insiders); savings associations.

*Burden Estimates:*

*Estimated Number of Respondents:*

FDIC: 1,755.

OTS: 128.

*Estimated Number of Responses:*

FDIC: 2,370.

OTS: 401.

*Estimated Annual Burden Hours:*

FDIC: 1,896 hours.

OTS: 14,759 hours.

*Frequency of Response:*

FDIC: On occasion.

OTS: On occasion; quarterly; annually.

**Comments**

Comments submitted in response to this notice will be summarized in the request for OMB approval. All comments will become a matter of public record. Comments are invited on:

(a) Whether the collection is necessary for the proper performance of the functions of the agency, including whether the information has practical utility;

(b) The accuracy of the agency's estimate of the burden of the collection of information;

(c) Ways to enhance the quality, utility, and clarity of the information to be collected;

(d) Ways to minimize the burden of the collection on respondents, including

through the use of automated collection techniques or other forms of information technology; and

(e) Estimates of capital or startup costs and costs of operation, maintenance, and purchase of services to provide information.

Dated at Washington, DC, this 22 day of September, 2003.

Federal Deposit Insurance Corporation.

**Robert E. Feldman,**

*Executive Secretary.*

Dated: October 2, 2003.

By the Office of Thrift Supervision.

**James E. Gilleran,**

*Director.*

[FR Doc. 03-25476 Filed 10-7-03; 8:45 am]

BILLING CODE 6714-01-P AND 6720-01-P

**FEDERAL MARITIME COMMISSION**

**Notice of Agreement(s) Filed**

The Commission hereby gives notice of the filing of the following agreement(s) under the Shipping Act of 1984. Interested parties can review or obtain copies of agreements at the Washington, DC offices of the Commission, 800 North Capitol Street, NW., Room 940. Interested parties may submit comments on an agreement to the Secretary, Federal Maritime Commission, Washington, DC 20573, within 10 days of the date this notice appears in the **Federal Register**.

*Agreement No.:* 011075-063.

*Title:* Central America Discussion Agreement.

*Parties:* A.P. Moller-Maersk A/S; APL Co. PTE Ltd.; Crowley Liner Services, Inc.; Dole Ocean Cargo Express; King Ocean Services Limited; and Seaboard Marine, Ltd.

*Synopsis:* The amendment eliminates the separate geographic sections under the agreement, makes technical corrections to eliminate obsolete or repetitive language, and updates Maersk's name.

*Agreement No.:* 201110-006.

*Title:* Berths 55-56 Agreement.

*Parties:* Port of Oakland and Total Terminals International, LLC, as Hanjin Shipping Company, Ltd.'s assignee.

*Synopsis:* The modification clarifies the primary and secondary use provisions and the completion dates for the improvements of the premises. It also provides for the use of port-owned cranes.

By Order of the Federal Maritime Commission.

Dated: October 3, 2003.

**Bryant L. VanBrakle,**

*Secretary.*

[FR Doc. 03-25527 Filed 10-7-03; 8:45 am]

BILLING CODE 6730-01-P

**FEDERAL MARITIME COMMISSION**

**Ocean Transportation Intermediary License Revocations**

The Federal Maritime Commission hereby gives notice that the following Ocean Transportation Intermediary licenses have been revoked pursuant to section 19 of the Shipping Act of 1984 (46 U.S.C. app. 1718) and the regulations of the Commission pertaining to the licensing of Ocean Transportation Intermediaries, effective on the corresponding date shown below:

License Number : 3981NF.

Name : All-Cargo Express Inc.

Address : Lakeview Professional Village, 12558 West Atlantic Blvd., Coral Springs, FL 33071.

Date Revoked : September 14, 2003.

Reason : Failed to maintain valid bonds.

License Number : 13243N.

Name : Clark Overseas Shipping, Inc.

Address : 121 New York Avenue, P.O. Box 438, Trenton, NJ 08603.

Date Revoked : September 4, 2003.

Reason : Surrendered license voluntarily.

License Number : 17466N.

Name : Compass Shipping, Inc.

Address : 525 Empire Blvd., Brooklyn, NY 11225.

Date Revoked : September 5, 2003.

Reason : Failed to maintain a valid bond.

License Number : 2274F.

Name : David K. Lindemuth Co., Inc.

Address : 154 South Spruce Avenue, So. San Francisco, CA 94080.

Date Revoked : August 27, 2003.

Reason : Failed to maintain a valid bond.

License Number: 3183F.

Name : DRW Transportation Services, Inc.

Address : P.O. Box 15993, North Little Rock, AR 72231.

Date Revoked : August 24, 2003.

Reason : Failed to maintain a valid bond.

License Number : 17507F.

Name : ECO Freight International Corporation.

Address : 5422 W. Rosecrans Avenue, Hawthorne, CA 90250.

Date Revoked : August 21, 2003.

Reason : Surrendered license voluntarily.

License Number : 8410N.

Name : Eugenia Shilling Shaw dba Nantrans.  
Address : 978 Shoreline Drive, San Mateo, CA 94404.  
Date Revoked : August 30, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 16199N.  
Name : Global Container Line, Inc. dba Global Ocean Air Solutions.  
Address : 2013 NW. 79th Avenue, Miami, FL 33122.  
Date Revoked : August, 24, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 17945N.  
Name : Jury Trans, Inc.  
Address : 8244 NW. 14th Street, Miami, FL 33126.  
Date Revoked : August 20, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 16763N.  
Name : MTL Worldwide Agency, Inc.  
Address : 228 51st Street, 2nd Floor, Brooklyn, NY 11220.  
Date Revoked : August 30, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 12539N.  
Name : Miller Intermodal Logistics Services, Inc.  
Address : 5500 Highway 80 West, P.O. Box 1123, Jackson, MS 32915-1123.  
Date Revoked : August 14, 2003.  
Reason : Surrendered license voluntarily.

License Number : 16035N.  
Name : Piscataqua Global Logistics, L.L.C.  
Address : 583 Old Portsmouth Avenue, Greenland, NH 03840.  
Date Revoked : July 19, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 12190N.  
Name : Reliable Overseas Shipping & Trading, Inc.  
Address : 239-241 Kingston Avenue, Brooklyn, NY 11213.  
Date Revoked : September 5, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 18043F.  
Name : PK Logistics Inc.  
Address : 114 Maple Avenue, Red Bank, NJ 07701.  
Date Revoked : September 9, 2003.  
Reason : Surrendered license voluntarily.

License Number : 17251N.  
Name : Shanghai Aaron Shipping & Enterprises Co., Ltd.  
Address : 300 Davey Glen Road, #3429, Belmont, CA 94002.  
Date Revoked : November 9, 2002.  
Reason : Failed to maintain a valid bond.

License Number : 15847F.  
Name : Straightline Logistics, Inc.  
Address : Cargo Bldg., 80, Suite 2A, JFK Int'l. Airport, Jamaica, NY 11430.  
Date Revoked : August 29, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 4216F.  
Name : U.S. International Forwarding Agency, Inc.  
Address : 10680 NW. 37th Terrace, Miami, FL 33178.  
Date Revoked : August 17, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 14037N.  
Name : Vladimir G. Manegdeg dba VGM Movers.  
Address : 3836 Fenn Way, Santa Cruz, CA 95062.  
Date Revoked : September 11, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 3972F.  
Name : World Cargo Corporation.  
Address : 12159 SW. 132nd Court, Suite 202, Miami, FL 33186.  
Date Revoked : August 29, 2003.  
Reason : Failed to maintain a valid bond.

License Number : 3116NF.  
Name : Zust Bachmeier of Switzerland dba Vectura Ocean Lines.  
Address : 3700 Commerce Drive, Suite 908, Baltimore, MD 21227.  
Date Revoked : August 21, 2003.  
Reason : Failed to maintain valid bonds.

**Sandra L. Kusumoto,**  
*Director, Bureau of Consumer Complaints and Licensing.*  
[FR Doc. 03-25528 Filed 10-7-03; 8:45 am]  
BILLING CODE 6730-01-P

## FEDERAL MARITIME COMMISSION

### Ocean Transportation Intermediary License; Applicants

Notice is hereby given that the following applicants have filed with the Federal Maritime Commission an application for license as a Non-Vessel Operating Common Carrier and Ocean Freight Forwarder—Ocean Transportation Intermediary pursuant to section 19 of the Shipping Act of 1984 as amended (46 U.S.C. app. 1718 and 46 CFR 515).

Persons knowing of any reason why the following applicants should not receive a license are requested to contact the Office of Transportation Intermediaries, Federal Maritime Commission, Washington, DC 20573.  
Non-Vessel Operating Common Carrier Ocean Transportation Intermediary Applicants:

Caribbean Express Shipping Company, Inc., 2706 NW. 31 Avenue, Lauderdale Lakes, FL 33311. Officers: Chijioki Azuogu, President (Qualifying Individual), Eberechukwu Azuogu, Vice President.

R & S Trading, Lerida 310, Urb. Valencia, Rio Piedras, PR 00924, Carlos B. Sanchez, Sole Proprietor. Air Trans Logistics (USA) Inc., 148-36 Guy R Brewster Blvd., #211, Jamaica, NY 11434. Officers: Kwok Keung Wong, Secretary (Qualifying Individual), Yim Chi Wong, Vice President.

Sta. Lucia Cargo, 765 E. Yucca Street, Oxnard, CA 93033. Officer: Paulino J. Gerardo, CFO (Qualifying Individual).

New Cargo Express Corp., 133-40 Lefferts Blvd., S. Ozone Park, NY 11420. Officers: Estervina Rodriguez, President (Qualifying Individual), Persio Rodriguez, Secretary.

Non-Vessel Operating Common Carrier and Ocean Freight Forwarder Transportation Intermediary Applicants:

Skysea Freight International USA LLC, 1400 Elmhurst Road, Elk Grove Village, IL 60007. Officers: Sherry Lynn Gocal, Member Manager (Qualifying Individual), Syed Abdul Cader, Member.

Global Express Shipping & Delivery, Inc., 433 Red Oak Lane, Lawrenceville, GA 30045. Officer: Alfred M. Khannu, President/Chairman (Qualifying Individual).

Freight Systems Inc., 147-14 182nd Street, Jamaica, NY 11413. Officers: Sandford Lobo, Vice President (Qualifying Individual), David Phillips, President.

Consolidated Shipping Line, Inc., 535 Eight Avenue, New York, NY 10018. Officer: Albert Panelli, Vice President (Qualifying Individual).

Barrow Freight System, Inc., 522 Woodlake Drive, Fairfield, CA 94534. Officer: David Wang, Vice President (Qualifying Individual).

Ocean Freight Forwarder—Ocean Transportation Intermediary Applicants:

Argo Cargo, Inc., 10044 Premier Parkway, Miramar, FL 33025. Officers: Jason John Propsom, Vice President (Qualifying Individual), Daniel F. Murray, III, President.

International Freight Experts Inc., 8006 Collingwood Court, Bradenton, FL 34201-2350. Officer: Christine Ann Aron, President (Qualifying Individual).

Gorham Export Packing LLC, 7516