

**FEDERAL MARITIME COMMISSION**

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**DOCKET NO.: 15-04**

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

**v.**

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

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**MOTION FOR LEAVE TO AMEND FORMAL COMPLAINT**

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document by mailing and emailing a copy to the persons listed below:

Stephen H. Vengrow  
Eric Chang  
Montgomery, McCracken,  
Walker & Rhoads, LLP  
437 Madison Ave., 29<sup>th</sup> Floor  
New York, NY 10022

Dated: April 22, 2016

*s/Louiza Tarassova*

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## **MOTION FOR LEAVE TO AMEND FORMAL COMPLAINT**

Complainants move for leave to amend their Formal Complaint pursuant to 46 CFR 502.70 and as support state the following:

1. Complainants originally filed their Formal Complaint on or about May 27, 2015.
2. Complainants' attorney who gathered the pertinent information from Complainants drafted the Formal Complaint.
3. Complainants' corporate representatives have limited skills in the English language and even though they read and thought they understood the contents of the Formal Complaint, some details were lost in translation.
4. Via discovery, it became evident that certain facts as alleged in the original Formal Complaint need to be amended to comport to the evidence.
5. The proposed amendments do not broaden the issues or allege new claims that would delay the proceedings, and would help the Federal Maritime Commission and its hearing officers and judges to better understand the Complainants' allegations.
6. The proposed Amended Formal Complaint is attached hereto.

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**AMENDED FORMAL COMPLAINT**

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Crocus Investments, LLC and Crocus, FZE, Complainants herein, file this Amended Formal Complaint against Marine Transport Logistics, Inc. and Aleksandr Solovyev a/k/a Royal Finance Group, Inc., Respondents herein, and allege that Respondents violated the Shipping Act of 1984, specifically 46 U.S.C. § 40901(a) & § 41102(c), and the Regulations Affecting Ocean Shipping in Foreign Commerce, specifically 46 C.F.R. § 520.3 & § 532.5, and in support states the following:

**THE COMPLAINANTS**

1. Complainant, Crocus Investments, LLC, a Florida Limited Liability Company, (hereinafter “Crocus USA”) has a principal place of business in Pembroke Pines, Broward County, Florida.
2. Complainant, Crocus, FZE, a UAE Free Zone Establishment, (hereinafter “Crocus Dubai”) has a principal place of business in Dubai, United Arab Emirates.
3. Both Complainants are sister companies, that are in the business of buying used watercrafts at auctions, refurbishing them and either reselling or leasing the watercrafts to

the general public for a profit.

### THE RESPONDENTS

4. Respondent, **Aleksandr Solovyev**, is an individual, last known to reside at 85 West 5<sup>th</sup> Street, Apt. 2E, Brooklyn, New York 11224.
5. **Aleksandr Solovyev** orchestrates a business operation, which includes buying used goods, including watercrafts, from auctions within the United States and shipping the goods overseas to his respective customers. To do this, he uses the three business entities described herein.
6. Upon information and belief, **Aleksandr Solovyev** owns and controls the following business entities:
  - a. **Marine Transport Logistics, Inc.**, a New York Corporation, with its principle place of business at 63 New Hook Road, Bayonne NJ 07002;
  - b. **Royal Finance Group, Inc.**, a Florida Corporation with its principle place of business at 1040 Seminole Drive., Apt. 1460, Fort Lauderdale, FL 33304;
  - c. **Car Express & Import Inc.**, a New York Corporation with its principle place of business at 333 Avenue X, 2<sup>nd</sup> Floor, Brooklyn, NY 11224.
7. **Marine Transport Logistics, Inc.** (hereinafter “**MTL**”) is a Non-Vassal Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission under organization number 018709.
8. **MTL** holds itself out as an “international shipping company” and purports to provide transportation overseas of automobiles, watercrafts, and other similar goods via “freight forwarding, air freight forwarding, cargo warehousing, customs clearance cargo consolidation services, door-to-door delivery, container loading, international auto

shipping and multimodal transportation services.”

9. **Car Express & Import Inc.**, (hereinafter “**CEI**”) is a corporation through which **Aleksandr Solovyev** purchases automobiles, watercrafts, and other similar goods from auctions to ship to clients overseas.
10. **Royal Finance Group, Inc.**, is a corporation through which **Aleksandr Solovyev** issues invoices and collects payments for **MTL**’s and **CEI**’s services.

### **JURISDICTIONAL STATEMENT**

11. Federal Maritime Commission (FMC) has subject matter jurisdiction because the claims stated herein arise out of Respondents’ violations of the Shipping Act of 1984, specifically 46 U.S.C.§ 40901(a) & §41102(c) and violations of the Regulations Affecting Ocean Shipping in Foreign Commerce, specifically 46 C.F.R. § 520.3 & §532.5.

### **FACTS**

12. On or about March 2013, Complainant, Crocus Dubai made an agreement with Respondent Solovyev, for Respondent to buy two boats from the auction. To wit:
  - a. 2008 CHAPARRAL 190 SSI
  - b. 2011 MONTEREY 204
13. Respondent Solovyev, acting on behalf of MTL, agreed to ship the two boats from MTL’s storage facility in New Jersey to Dubai, UAE.
14. On August 25, 2013, Crocus Dubai wired \$30,000.00 for the purchase and delivery of the two boats to Solovyev’s company Royal Finance Group, LLC.
15. In August 2013, Crocus USA made an agreement with Respondent Solovyev, for Respondent to buy a third boat from the auction. To wit:
  - a. 2010 FORMULA 34PC

16. Respondent Solovyev, acting on behalf of MTL agreed to ship the third boat from MTL's storage facility in New Jersey to Dubai, UAE.
17. Crocus USA wired \$59,789.00 to Royal Finance Group Inc., for the third boat, which included a delivery fee of \$3,500.00 on August 9, 2013.
18. Crocus USA wired another \$5,000.00 to Royal Finance Group Inc., for a trailer that MTL said was necessary to load the boat into a shipping container on August 13, 2013.
19. On December 3, 2013, Solovyev via Royal Finance Group Inc., issued an invoice to Crocus Dubai for the trailer again and without realizing that its sister company, Crocus USA, had already paid for it in August, Crocus Dubai wired another \$4,950.00 to Royal Finance.
20. Solovyev arranged the shipment of the 2008 CHAPARRAL 190 SSI and the 2011 MONTEREY 204 to Dubai and the boats were delivered to Dubai.
21. Upon receiving the two boats in Dubai, Complainants made repairs to the 2008 CHAPARRAL 190 SSI and the 2011 MONTEREY 204.
22. Respondents never shipped the 2010 FORMULA 34PC to Dubai.
23. In February 2014, Complainants contacted Solovyev, and requested that MTL reroute the 2010 FORMULA 34PC to Florida, USA.
24. After the request by the Complainants to reroute the delivery of the 2010 FORMULA 34PC, Respondents became unresponsive and all communications from the Respondents suddenly stopped.
25. In May 2014, Respondents arranged the shipment of the 2008 CHAPARRAL 190 SSI and the 2011 MONTEREY 204 from Dubai and MTL was named as the consignee on the Bill of Lading.

26. On or about June 2014, MTL received the shipment of the two boat, paid customs, took custody of the boats and delivered them to 63 New Hook Road, Bayonne NJ 07002.
27. Complainants, after not receiving any communication from Respondents, demanded all three boats to be returned to them.
28. On or about August 13, 2014, a full year after all three boats were purchased, Solovyev through his company Royal Finance Group, Inc., issued an invoice (number 70C010) to Crocus USA in the amount of \$39,409.30 for “storage 2010 Formula Boat V#TNRD7870C010 \$9.60 (storage for 1 linear meter per day) x 10.97 linear meters x 369 days” and “unloading from the trailer.”
29. Also on or about August 13, 2014, Solovyev through his company Royal Finance Group, Inc., issued an invoice to Crocus USA for “port fees, customs clearance, delivery, unloading, documentation, tracking, returns empty (sic) back, delivery to the storage lot and storage fees,” totaling \$5,500.00.
30. Pursuant to MTL’s posted tariffs storage fees are \$20.00 per day.
31. The boats were never delivered to Complainants and are presumably in MTL’s possession.

### **DAMAGES**

32. Complainant lost \$99,739.00 which it paid to Respondents for the boats which MTL never delivered.
33. Complainants suffered loss of use of the three boats which they intended to rent out on an hourly basis to prospective customers. The CHAPARRAL 190 SSI and MONTEREY 204 each rent for approximately \$350.00 per 24 hour period and the FORMULA 34PC

rents for approximately \$600.00-\$1,000 per 24 hour period. Annual profit from rentals of the all three boats in 2014 potentially would have exceeded \$297,000.00.

34. Complainants suffered additional financial losses in the amount of \$20,000.00 in connection with refurbishing the boats prior to shipment, storage and other expenses paid by Claimants in anticipation of receiving the boats and renting them out to prospective clients.

#### **VIOLATIONS THE SHIPPING ACT**

35. Respondent MTL violated 46 U.S.C. §41102(c) when it failed to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property by unlawfully withholding Complainants' property (boats) and/or committing conversion against the Complainants' property with which it was entrusted.
36. Respondent Solovyev, doing business as Royal Finance Group violated 46 U.S.C. §40901(a) when it presented invoices and collected payment for MTL's transportation services acting in essence as an ocean transportation intermediary without holding a valid license to do so.

#### **REQUEST FOR HEARING**

37. A hearing is requested to be held in Washington D.C.

#### **INFORMAL DISPUTE RESOLUTION**

38. Complainants attempted to contact Respondents and resolve the issues informally but have been unsuccessful. No mediation or arbitration took place.

**WHEREFORE** Complainant prays that Respondent be required to answer the charges herein; that after due hearing, an order be made commanding said Respondent (and each of

them): to cease and desist from the aforesaid violations of said act(s); to establish and put in force such practices as the Commission determines to be lawful and reasonable; to pay to said complainant by way of reparations for the unlawful conduct hereinabove described the sum of **\$416,739.00**, with interest and attorney's fees or such other sum as the Commission may determine to be proper as an award of reparation; and that such other and further order or orders be made as the Commission determines to be proper in the premises.

**WHEREFORE**, SAFONOV ALEXANDER, THE OWNER of CROCUS INVESTMENTS, LLC, a Florida Limited Liability Company and CROCUS, FZE, a United Arab Emirates Business Entity Complainant respectfully requests relief consistent with the Formal Complaint and such other relief which this honorable Court shall deem proper.

Dated: March 29, 2016



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#### VERIFICATION

State of Florida, County of Palm Beach, ALEXANDER SAFONOV being first duly sworn on oath deposes and says that he is the President and Designated Corporate Representative and is the person who signed the foregoing complaint; that he had read the complaint and that the facts stated therein, upon information received from others, affiant believes to be true.

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ALEXANDER SAFONOV  
11484 Sae Grase Cir.,  
Boca Raton, FL 33498

Subscribed and sworn to before me, a notary public in and for the State of Florida, County of Palm Beach this \_\_\_ day \_\_\_\_\_, 2016.

[Notary Public] \_\_\_\_\_

Seal \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_ Personally known

\_\_\_ Produced identification

Type of identification \_\_\_\_\_