

FEDERAL MARITIME COMMISSION

DOCKET NO. 15-10

**REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE
NO. 017843 – WASHINGTON MOVERS, INC.**

**BUREAU OF ENFORCEMENT'S SUPPLEMENTATION OF RECORD IN RESPONSE
TO ORDER OF JULY 27, 2016**

On July 27, 2016, the Administrative Law Judge (ALJ) issued a Partial Ruling On BOE'S Discovery Motion Filed June 13, 2016, and Order To Supplement The Record (Order). As pertinent here, the Order directed the Bureau of Enforcement (BOE) to supplement the record with copies of signed service contracts, or amendments, between Washington Movers (Respondent) and MSC, or any other vessel-operating common carrier (VOCC), that were signed by Sam Ghanem in 2014 or 2015. Attached hereto are the documents responsive to the Order with the following explanatory comments.

The Commission's service contract database, "SERVCON," identified the following eight contracts and amendments between Washington Movers and three different VOCCs that were effective between January 1, 2014 and December 31, 2015:

Number	VOCC	Service Contract Number	Amendment Number	SERVCON File Date
1	MSC	14-425WW	0	7/31/2014
2	MSC	14-425WW	1	11/4/2014
3	MSC	15-107OTE	0	8/7/2015
4	MSC	15-107OTE	1	12/28/2015

5	Turkon	2014-667	0	4/7/2014
6	UASC	252641	3	1/3/2014
7	UASC	252641	4	4/30/2014
8	UASC	252641	5	4/30/2015

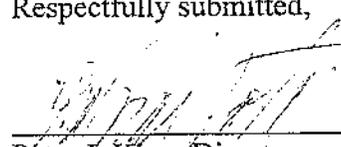
Review of the documents in SERVCON revealed that the filed copies do not reflect signatures for the shipper, and save for MSC, did not reflect signatures for the carrier. Consequently, BOE's Special Assistant For Investigative Activities specifically requested the identified VOCCs to provide signed copies of contracts or contract amendments with Washington Movers dated on or after January 1, 2014.

BOE is submitting with this filing copies of the contract signature pages, and any other relevant pages, for six (6) of the eight (8) service contracts and amendments listed above. All were obtained from and provided to BOE by the VOCC parties to the contracts, and correspond to the carrier's SERVCON filings. Excluded are the signature pages for UASC 25641 amendment numbers 3 and 5 (numbers 6 and 8 on the above list, respectively). According to SERVCON, Amendment 3, although filed with the Commission in 2014, bears a date of December 19, 2013 on the signature page making it likely that it was signed in 2013.¹ BOE also specifically requested from UASC a signed copy of Amendment 5 and was advised by UASC's counsel that a signed copy of that amendment could not be found in the VOCC's records. BOE sought signed copies of these amendments in BOE's Request For Production of Documents No. 13, served April 13, 2016, but they were not provided by Respondent.

¹ Such conclusion is consistent with the fact that UASC did not furnish a signature page for Amendment 3 in response to BOE's request for contracts and documents dated after January 1, 2014.

All of the pages submitted herewith were previously provided to Respondent as part of BOE's First Requests For Admissions Directed To Washington Movers, Inc. (RFAs) as Exhibits 11, 12, and 14 – 17, served on April 13, 2016.

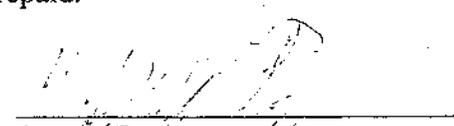
Respectfully submitted,



Péter J. King, Director
Brian L. Troiano, Deputy Director
Brenda Doty, Attorney
Bureau of Enforcement
Federal Maritime Commission
800 North Capitol St., N.W.
Washington D.C. 20573-0001
(202) 523-5783
FAX (202) 523-5785
bdoty@fmc.gov

CERTIFICATE OF SERVICE

I hereby certify that on this **9th** day of August, 2016, a copy of the foregoing **Bureau of Enforcement's Supplementation of Record** has been served upon counsel for Respondent via email and by first class mail with postage prepaid.



Brenda Doty

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Raj H. Patel, Esq.
Doumar Martin PLLC
2000 N. 14th Street, Suite 210
Arlington, VA 22201
gdoumar@doumarmartin.com
rpatel@doumarmartin.com

ATTACHMENT

MSC MEDITERRANEAN SHIPPING COMPANY S.A.
12-14 Chemin Rieu - 1208 Geneva - Switzerland
Service Contract No. 14-425WW

1. ORIGIN(S):

USA

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Ukraine, Russia, Turkey, Greece, Algeria, Morocco, Libya, Malta, Tunisia, Nigeria, Benin, Cameroon, Sierra Leone, Togo, Ghana
IPMR: Saudi Arabia, Qatar, United Arab Emirates, Kuwait, Oman, Bahrain, Iraq, Pakistan, Yemen, Jordan, Djibouti

3. COMMODITY(IES):

GTBEA + IPMR: CARS AND PARTS
HHGDS

IPMR: MACHINERY

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS
IPMR: 75 TEUS
GLOBAL MVC: 300 TEUS

5. RATES AND CHARGES:

See Appendix

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract,

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

(e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

(i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;

(ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

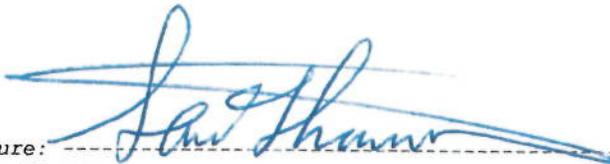
MSC Mediterranean Shipping Co., S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: -----
By: Pasquale Formisano
Title: Director

Shipper:

WASHINGTON MOVERS, INC.
7913 Cryden Way, Districts Heights, Maryland 20747, USA



Signature: -----
By: Sam Ghanem
Title: President

Affiliates: (if any)

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No. 14-425WW

AMN 1

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Co., S.A.

12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: ----- AMN 1

By: Pasquale Formisano

Title: Director

Shipper:

WASHINGTON MOVERS, INC.

7913 Cryden Way, Districts Heights, Maryland 20747, USA



Signature: ----- AMN 1

By: Sam Ghanem

Title: President

Affiliates: (if any)

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No. 15-1070TE

1. ORIGIN(S):

USA

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Russia, Ukraine, Algeria, Turkey, Greece, Malta, Tunisia, Libya, Benin, Cameroon, Sierra Leone, Ghana, Togo, Nigeria
IPMR: Jordan, Djibouti, Yemen Republic, United Arab Emirates, Saudi Arabia, Bahrain, Qatar, Oman, Kuwait, Iraq, Pakistan

3. COMMODITY(IES):

GTBEA: CARS AND PARTS

HHGDS

IPMR: AUTO/AUTO PARTS / BOATS AND MACHINERY & PARTS

HHGDS

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS

IPMR: 75 TEUS

TOTAL MVC: 300 TEUS

5. RATES AND CHARGES:

See Appendix

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

(e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

As per Steamship line's Tariff

PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

(i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;

(ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Company S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: -----

By: Pasquale Formisano

Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC
7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA



Signature: -----

By: Sam Ghanem

Title: PRESIDENT

Affiliates: (if any)

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No. 15-107OTE

AMN 1

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Company S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: ----- AMN 1

By: Pasquale Formisano

Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC
7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA

Signature:  ----- AMN 1

By: Sam Ghanem

Title: PRESIDENT

Affiliates: (if any)

SVC No : 2014-667

Amendment Nr 0

SERVICE CONTRACT NO: 2014-667

AMENDMENT No:0

Signature Page

Pursuant to FMC regulation 46 CFR section 582.11 Contractor by execution of this contract, certifies its status and that of all its affiliates authorized to use this contract as:

- (1) NVOCC
- (2) Contractors Association
- (3) Owner of the cargo
- (4) Other (Please specify)

In witness whereof, the parties have agreed to the rates, terms and conditions of this service contract as of this day of

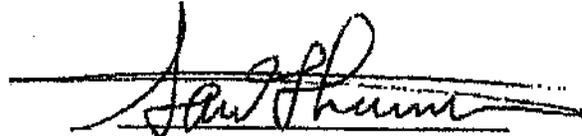
Contractor

Washington Movers, Inc.
Address: 7913 Crydan Way
District Heights , MD 20747

Name : Sam Ghanem

Title : President

Affiliate(s) :

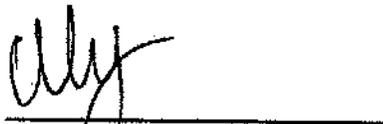


Signature (Contractor)

Carrier

**TURKON AMERICA INC as agent for
TURKON CONTAINER TRANSPORT AND SHIPPING INC**

Name : Mustafa Mem
Title : President
Address : TURKON AMERICA INC
100 PLAZA DRIVE
MAIN FLOOR SECAUCUS NJ 07094



Signature (Carrier)

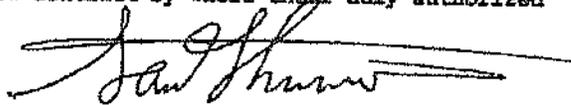
**United Arab Shipping Co. (S.A.G.)
511 South Avenue Cranford,
New Jersey 07016
United States**

CONFIDENTIAL SERVICE CONTRACT Number: 2013 0000252641 4 ESSENTIAL TERMS ("ET")
PUBLICATION: FMC No. 46 2013-252641

This Service Contract is entered into and between United Arab Shipping Co. (UASC) (Hereinafter referred to as "Carrier"), Washington Movers, Inc. (Herein after referred to as "Shipper") whereby the parties mutually agree to bind themselves to the term and conditions set forth in the pages attached.

In WITNESS whereof, the parties have signified, their agreement to these terms and conditions by the execution of below contract by where their duly authorized representatives.

Signature
April 28, 2014
Name: Dorrah Nensey
Address: 511 South Avenue Cranford,
New Jersey, United States 07016
Tel: 908-272-0050
Fax: 908-272-9221
Email: Dorrah.Nensey@uasc.net



Signature
April 28, 2014
Name: Mr. Sam Ghanem
Address: 7913 Cryden Way
District Heights, MARYLAND 20747
Phone : 1-301-5163000
Fax: 1-301-516-1515
Email: sam@wmius.com

Shipper Certification

Pursuant to FMC Regulation 46 C.F.R. Section 514.7, Shipper, by execution of this Contract, certifies its status and that all of its affiliates authorized to utilize this Contract as:

- (1) Cargo owner or consignee; or
- (2) Other (specify: _____); or
- (3) Signatory acting as non-vessel operating common carrier(s).

NVOCCs registered in the U.S. must have a valid license from the FMC and a copy must be on file with the Carrier. Also, these NVOCCs must have tariff(s) and bond(s) on file with the FMC indicating they are in total compliance with regulations in the CFR. Copies of the tariff title pages as well as copies of the bonds must be on file with the Carrier.

NVOCC without licenses (not registered in the U.S.) can only operate in the U.S. through an appointed agent that is licensed in the U.S. as an NVOCC or as an ocean freight forwarder. Documentation supporting this must be on file with the Carrier.