

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 15-10

**REVOCATION OF LICENSE NO. 017843
WASHINGTON MOVERS INTERNATIONAL, INC.**

**RESPONSE TO THE HONORABLE CLAY G. GUTHRIDGE'S ORDER TO
SUPPLEMENT THE RECORD**

Pursuant to the Honorable Clay G. Guthridge's September 12, 2016 order to supplement the record, Respondent Washington Movers International, Inc. ("Washington Movers") respectfully submits the following:

1. Washington Movers identifies a bank account with BB&T Bank active from May 2011 to February 2014 on which Sam Ghanem was an authorized signer. (Respondent's Supplemental Responses to the Bureau of Enforcement's Discovery Requests at 3.)
 - a. Did Washington Movers use the BB&T account to transact its ocean transportation intermediary (OTI) business between January 1, 2014, and February 2014 when the account closed?

ANSWER: Yes, Washington Movers used the BB&T account to transact its business.

- b. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the BB&T account after January 1, 2014?

ANSWER: Yes, upon information, Sam Ghanem signed checks for Washington Movers. To note, in 2014 Mr. Ghanem had not been convicted of any crime and had the right to continue working. Mr. Ghanem was worried that if he stopped working,

then the prosecutors would use that abrupt change as evidence against him. Small businesses often give employees the authority to sign checks in connection with daily matters. Mr. Ghanem's authority to sign checks is not evidence that he retained control or ownership over Washington Movers.

- c. If Sam Ghanem did not sign any checks or transact any business electronically for Washington Movers using the BB&T account after January 1, 2014, identify the person or persons who signed checks or transacted business.

ANSWER: Not applicable.

2. Washington Movers identifies a bank account with SunTrust Bank active from February 2014 to October 2014 on which Sam Ghanem was the only authorized signer. (Respondent's Supplemental Responses to the Bureau of Enforcement's Discovery Requests at 3.)

- a. Did Washington Movers use the SunTrust account to transact its OTI business?

ANSWER: Yes, Washington Movers used the SunTrust bank account to transact its business.

- b. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the SunTrust account?

ANSWER: Yes, upon information, Sam Ghanem signed checks for Washington Movers. To note, in 2014 Mr. Ghanem had not been convicted of any crime and had the right to continue working. Mr. Ghanem was worried that if he stopped working, then the prosecutors would use that abrupt change as evidence against him. Small businesses often give employees the authority to sign checks in connection with daily matters. Mr. Ghanem's authority to sign checks is not evidence that he retained control or ownership over Washington Movers.

- c. If Sam Ghanem did not sign any checks or transact any business electronically for Washington Movers using the SunTrust account, identify the person or persons who signed checks or transacted business.

ANSWER: Not applicable.

3. Washington Movers identifies a bank account with PNC Bank active from October 2014 to November 2014 on which Sam Ghanem was an authorized signer. (Respondent's Supplemental Responses to the Bureau of Enforcement's Discovery Requests at 3.)

- a. Did Washington Movers use the PNC account to transact its OTI business?

ANSWER: Yes, Washington Movers used the PNC bank account to transact its business.

- b. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the PNC account?

ANSWER: Yes, upon information, Sam Ghanem signed checks for Washington Movers. To note, in 2014 Mr. Ghanem had not been convicted of any crime and had the right to continue working. Mr. Ghanem was worried that if he stopped working, then the prosecutors would use that abrupt change as evidence against him. Small businesses often give employees the authority to sign checks in connection with daily matters. Mr. Ghanem's authority to sign checks is not evidence that he retained control or ownership over Washington Movers.

- c. If Sam Ghanem did not sign any checks or transact any business electronically for Washington Movers using the PNC account, identify the person or persons who signed checks or transacted business.

ANSWER: Not applicable.

4. Washington Movers identifies a bank account with Industrial Bank active from November 12, 2014 to the present on which Sam Ghanem was the only authorized signer until August 15, 2015, Sam Ghanem and Norma Ghanem were authorized signers from August 15, 2015, to March 23, 2016, and Norma Ghanem was the only authorized signer after March 23, 2016. (Respondent's Supplemental Responses to the Bureau of Enforcement's Discovery Requests at 3; WM Ex. T, U; WM Ex. L, M; WM Ex. J, K.)

a. Did Washington Movers use the Industrial Bank account to transact its OTI business?

ANSWER: Yes, Washington Movers used the Industrial Bank account to transact its business.

b. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the Industrial Bank account between November 12, 2014, and August 15, 2015?

ANSWER: Yes, upon information, Sam Ghanem signed checks for Washington Movers. To note, in 2014 Mr. Ghanem had not been convicted of any crime and had the right to continue working. Mr. Ghanem was worried that if he stopped working, then the prosecutors would use that abrupt change as evidence against him. Small businesses often give employees the authority to sign checks in connection with daily matters. Mr. Ghanem's authority to sign checks is not evidence that he retained control or ownership over Washington Movers.

c. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the Industrial Bank account between August 15, 2015, and March 23, 2016?

ANSWER: No, upon information, once Norma Ghanem was added as a signatory to Washington Movers' Industrial Bank account, Norma Ghanem signed checks and transacted business electronically for Washington Movers.

- d. Did Sam Ghanem sign any checks or transact any business electronically for Washington Movers using the Industrial Bank account after March 23, 2016?

ANSWER: No. After Mr. Ghanem was incarcerated, he has not worked or conducted any business activity for Washington Movers. Even after his release, Mr. Ghanem will not be permitted to work or conduct any business activity for Washington Movers. Mr. Ghanem is divorced from Washington Movers now and forever.

5. Sam Ghanem signed Mediterranean Shipping Company (MSC) service contract 14-425WW with Washington Movers, Inc., and Amendment 1 to service contract 14-425WW. (BOE Ex. 26 and 27.)

- a. On what date did Sam Ghanem sign MSC service contract 14-425WW?

ANSWER: Upon information Mr. Ghanem signed MSC service contract 14-425 on or around October 8, 2015. Mr. Ghanem had no authority, express, apparent, or otherwise, to sign that contract as Washington Movers' president. Mr. Ghanem was not Washington Movers' president at that time.

- b. On what date did Sam Ghanem sign the amendment to MSC service contract 14-425WW?

ANSWER: Washington Movers and its owner, Norma Ghanem, are unsure when Sam Ghanem signed the amendment to MSC service contract 14-425WW. Mr. Ghanem had no authority, express, apparent, or otherwise, to sign that amendment as Washington Movers' president.

- c. Did Mediterranean Shipping Company transport cargo for Washington Movers pursuant to MSC service contract 14-425WW?

ANSWER: Yes, MSC transported cargo for Washington Movers pursuant to MSC service contract 14-425WW.

- d. Did Washington Movers receive any discounts in freight rates or any other benefits from MSC service contract 14-425WW? If so, identify the benefits.

ANSWER: No, upon information, Washington movers did not receive any discounts in freight rates or any other benefits from MSC service contract 14-425WW. Like other shipping contracts, MSC only guaranteed that if Washington Movers planned to ship a higher volume of goods, then Washington Movers would receive more favorable rates.

- e. Did Washington Movers fulfill its minimum volume commitment under MSC service contract 14-425WW?

ANSWER: No, upon information, Washington movers did not fulfill its minimum volume commitment under MSC service contract 14-425WW.

- f. Did Sam Ghanem arrange any shipments using MSC service contract 14-425WW?

ANSWER: No, upon information, Sam Ghanem did not arrange any shipments pursuant to MSC service contract 14-425WW.

- g. Were Mediterranean Shipping Company and Washington Movers involved in any litigation regarding MSC service contract 14-425WW? If so, identify the litigation by case name, number, and forum.

ANSWER: No litigation arose from MSC service contract 14-425 WW.

6. Sam Ghanem signed Mediterranean Shipping Company (MSC) service contract 15-1070TE with Washington Movers, Inc., and Amendment 1 to service contract 15-1070TE. (BOE Ex. 28 and 29.)

a. On what date did Sam Ghanem sign MSC service contract 15-1070TE?

ANSWER: Washington Movers and its owner, Norma Ghanem, are unsure when Sam Ghanem signed the amendment to MSC service contract 15-1070TE. Mr. Ghanem had no authority, express, apparent, or otherwise, to sign that contract as Washington Movers' president.

b. On what date did Sam Ghanem sign the amendment to MSC service contract 15-1070TE?

ANSWER: Washington Movers and its owner, Norma Ghanem, are unsure when Sam Ghanem signed the amendment to MSC service contract 15-1070TE. Mr. Ghanem had no authority, express, apparent, or otherwise, to sign that amendment as Washington Movers' president.

c. Did Mediterranean Shipping Company transport cargo for Washington Movers pursuant to MSC service contract 15-1070TE?

ANSWER: Yes, MSC transported cargo for Washington Movers pursuant to MSC service contract 15-1070TE.

d. Did Washington Movers receive any discounts in freight rates or any other benefits from MSC service contract 15-1070TE? If so, identify the benefits.

ANSWER: No, upon information, Washington movers did not receive any discounts in freight rates or any other benefits from MSC service contract 15-1070TE. Like other

shipping contracts, MSC only guaranteed that if Washington Movers planned to ship a higher volume of goods, then Washington Movers would receive more favorable rates.

- e. Did Washington Movers fulfill its minimum volume commitment under MSC service contract 15-1070TE?

ANSWER: No, upon information, Washington movers did not fulfill its minimum volume commitment under MSC service contract 15-1070TE.

- f. Did Sam Ghanem arrange any shipments using MSC service contract 15-1070TE?

ANSWER: No, upon information, Sam Ghanem did not arrange any shipments pursuant to MSC service contract 15-1070TE.

- g. Were Mediterranean Shipping Company and Washington Movers involved in any litigation regarding MSC service contract 15-1070TE? If so, identify the litigation by case name, number, and forum.

ANSWER: No litigation arose from MSC service contract 15-1070TE.

7. On April 7, 2014, Sam Ghanem signed Turkon America, Inc. (Turkon) service contract No. 2014-667 with Washington Movers, Inc. (BOE Ex. 30.)

- a. Did Turkon transport cargo for Washington Movers pursuant to Turkon service contract No. 2014-667?

ANSWER: Yes, Turkon transported cargo for Washington Movers pursuant to Turkon service contract No. 2014-667.

- b. Did Washington Movers fulfill its minimum volume commitment under Turkon service contract No. 2014-667?

ANSWER: No, upon information, Washington movers did not fulfill its minimum volume commitment under Turkon service contract No. 2014-667.

- c. Did Washington Movers receive any discounts in freight rates or any other benefits from Turkon service contract No. 2014-667? If so, identify the benefits.

ANSWER: No, upon information, Washington movers did not receive any discounts in freight rates or any other benefits from Turkon service contract No. 2014-667. Like other shipping contracts, Turkon only guaranteed that if Washington Movers planned to ship a higher volume of goods, then Washington Movers would receive more favorable rates.

- d. Did Sam Ghanem arrange any shipments using Turkon service contract No. 2014-667?

ANSWER: No, upon information, Sam Ghanem did not arrange any shipments pursuant to Turkon service contract No. 2014-667.

- e. Were Turkon and Washington Movers involved in any litigation regarding Turkon service contract No. 2014-667? If so, identify the litigation by case name, number, and forum.

ANSWER: No litigation arose from Turkon service contract No. 2014-667.

8. On April 28, 2014, Sam Ghanem signed United Arab Shipping Co. (United Arab) service contract 2013 0000252641 with Washington Movers, Inc. (BOE Ex. 31.)

- a. Did United Arab Shipping Co. transport cargo for Washington Movers pursuant to United Arab service contract 2013 0000252641?

ANSWER: Yes, United Arab transported cargo for Washington Movers pursuant to United Arab service contract 2013 0000252641.

- b. Did Washington Movers fulfill its minimum volume commitment under United Arab service contract 2013 0000252641?

ANSWER: No, upon information, Washington movers did not fulfill its minimum volume commitment under United Arab service contract 2013 0000252641.

- c. Did Washington Movers receive any discounts in freight rates or any other benefits from United Arab service contract 2013 0000252641? If so, identify the benefits?

ANSWER: No, upon information, Washington movers did not receive any discounts in freight rates or any other benefits from United Arab service contract 2013 0000252641. Like other shipping contracts, United Arab only guaranteed that if Washington Movers planned to ship a higher volume of goods, then Washington Movers would receive more favorable rates.

- d. Did Sam Ghanem arrange any shipments using United Arab service contract 2013 0000252641?

ANSWER: No, upon information, Sam Ghanem did not arrange any shipments pursuant to United Arab service contract 2013 0000252641.

- e. Were United Arab and Washington Movers involved in any litigation regarding United Arab service contract 2013 0000252641? If so, identify the litigation by case name, number, and forum.

ANSWER: No litigation arose from United Arab service contract 2013 0000252641.

9. Washington Movers states that Sam Ghanem signed federal and state income tax returns for tax year 2013 on behalf of Washington Movers, Inc. (Respondent's Supplemental Responses to the Bureau of Enforcement's Discovery Requests (filed August 9, 2016) at I.)

- a. On what date or dates did Sam Ghanem sign the tax returns for tax year 2013?

ANSWER: Washington Movers does not know when Sam Ghanem signed the tax returns. Washington Movers assumed that Mr. Ghanem signed those tax returns as he was an owner of the company in 2013.

10. Question No. 10:

- a. Did Washington Movers pay any money to Sam Ghanem for any purpose at any time after January 1, 2014? If so, state the date of the payment, the reason for the payment, and serve and file all records related to the payment.

ANSWER: No, upon information, Washington Movers was struggling as a business in 2014 and did not pay Sam Ghanem.

- b. Did Washington Movers prepare and file with the Internal Revenue Service an IRS Form W-2 or IRS Form 1099 regarding a payment to Sam Ghanem at any time after January 1, 2014? If so, state the date of the payment, the reason for the payment, and serve and file all records related to the payment, including the W-2 or 1099.

ANSWER: No, upon information, Washington Movers did not file a W-2 or Form 1099 for Sam Ghanem.

11. The Stock Transfer Agreement dated December 31, 2013, states that transferor Sam Ghanem "by separate instrument is transferring to [Norma Ghanem], subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor in and to the Shares." (WM Ex. A.)

- a. Is the Unanimous Written Consent (WM Ex. B) the "separate instrument" to which the Stock Transfer Agreement refers? If not, serve and file copies of the "separate instrument."

ANSWER: Yes, the Unanimous Written Consent (WM Ex. B) is the separate instrument to which the Stock Transfer Agreement refers.

12. The Mediterranean Shipping Company booking confirmation in BOE Ex. 3 identifies the Washington Movers contact person as Mediterranean Shipping Company "Sandra."

- a. Is the "Sandra" identified in the booking confirmation Sandra Rodriguez, identified as a Washington Movers officer in the Washington Movers 2014 Annual Report, BOE Ex. 4?

ANSWER: Washington Movers is unsure if the booking confirmation in BOE Ex. 3 was signed by Sandra Rodriguez.

- b. Serve and file copies of all Washington Movers documents prepared for the shipment identified in BOE Ex. 3, Booking# 038BALJOJ651 I

ANSWER: Washington Movers, upon information, doesn't have custody or control over those documents. Washington Movers, nor anyone authorized by Washington Movers prepared any such documents. Sam Ghanem acted independently of Washington Movers.

DATED: September 28, 2016

Respectfully Submitted,

/s/ George R.A. Doumar
George R.A. Doumar, VSB #26490
Raj H. Patel, VSB #87893
Doumar Martin PLLC
2000 N. 14th Street - Suite 210
Arlington, Virginia 22201
Tel: 703-243-3737
Fax: 703-524-7610
gdoumar@doumarmartin.com
rpatel@doumarmartin.com

CERTIFICATE OF SERVICE

I certify that I sent a copy of the foregoing document on September 28, 2016 via e-mail and first class mail, postage prepaid to:

Brian L. Troiano	Office of the Secretary
Brenda Doty	Federal Maritime
Bureau of Enforcement	Commission
Federal Maritime	800 N. Capitol Street, NW.,
Commission	Washington, DC 20573-0001
800 N. Capitol Street, NW	secretary@fmc.gov
Washington, DC 20573	
btroiano@fmc.gov	
bdoty@fmc.gov	

I certify that I sent a copy of the foregoing document on September 28, 2016 via e-mail and UPS to:

Office of Administrative Law Judges
Federal Maritime Commission
800 North Capitol Street, NW
Washington, DC 20573-0001
Judges@FMC.gov

/s/ George R.A. Doumar
George R.A. Doumar, VSB No. 26490
Raj H. Patel, VSB No. 87893
Doumar Martin PLLC
2000 N. 14th Street - Suite 210
Arlington, VA 22201
Tel: 703-243-3737
Fax: 703-524-7610
gdoumar@doumarmartin.com
rpatel@doumarmartin.com