FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET Al

v.

MICHAEL HITRINOV ET AL

Consolidated With

DOCKET NO 1953(I)

KAIRAT NURGAZINOV, ET Al

v.

MICHAEL HITRINOV ET AL

AFFIRMATION OF MICHAEL HITRINOV

Michael Hitrinov affirms the following to be true and correct under penalty of perjury, and says

1 I am the President of Respondent Empire United Lines Co , Inc ("EUL"), and I make this certification in support of Respondents' motion for judgment on the pleadings, and to provide the Presiding Officer with background and context regarding the transactions at issue

2 EUL, a New York corporation formed in 1993, has a principal place of business in Brooklyn, New York. Since 1993, EUL has met all requirements to be licensed as a non-vessel operating common carrier by the Federal Maritime Commission.

BASIC BACKGROUND

A. The Investment Relationship Between EUL and Global Auto Enterprise

3 In early September 2010, I was contacted by Sergey Kapustin, whom I knew from previous business dealings as the owner and individual in control (together with his wife Irina Kapustina) of Global Auto USA, Inc , Effect Auto Sales, Inc , G Auto Sales, Inc , Global Cargo Oy of Finland, and SK Imports, Inc d/b/a Global Cars ("Global Auto Enterprise")

4 The purpose of Mr Kapustin's call was to inquire whether EUL wanted to invest in the ownership of some vehicles that Mr Kapustin wanted to acquire in the U S for re-sale overseas. Mr Kapustin explained that he needed investors so he could finance the acquisition of a vehicle inventory to offer for sale to customers in Russia and other CIS countries In short, EUL would put up investment capital, which Mr Kapustin would then use to buy vehicles in the U S for resale to overseas customers. In return, Mr Kapustin proposed that EUL share in profits on the resale of these vehicles.

5 Mr Kapustin and I initially discussed a profit-sharing arrangement in which EUL and Global Auto Enterprise would divide the profits from the overseas sale of the vehicles acquired by Global Auto Enterprise with EUL's funds. As the discussions progressed, however, Mr Kapustin proposed an alternative form of profit-sharing – that EUL be paid a fixed return of 1 5 percent per month on its capital investment as EUL's share of the anticipated profits from the re-sale of the vehicles acquired through EUL's investment ("the Investment Vehicles")

6 The parties ultimately adopted this alternative approach. EUL agreed to invest in the Investment Vehicles, and Global Auto Enterprise agreed in return to pay 1 5 percent per month as an advance of the anticipated profits from the re-sale of the Investment Vehicles. Global Auto Enterprise also agreed that EUL would be entitled to a right of possession regarding

each and every Investment Vehicle, such right to be extinguished only when Global Auto Enterprise met the criteria for release of the vehicle back to Global Auto Enterprise, as described below Until these Investment Vehicles were authorized to be released, they would be held as collateral by EUL

7 It was further agreed that EUL would be given the documents of title for each Investment Vehicle, to ensure that no such Vehicle could be released or resold without EUL's consent.

8 Attached as Exhibit 1 is correspondence reflecting the beginning of this relationship between EUL and Global Auto Enterprise. As part of the financial aspect of the arrangement, EUL was entitled to a 60 percent interest in each and every Investment Vehicle. Moreover, Global Auto Enterprise was required to maintain at all times an inventory of Investment Vehicles of sufficient value that 60 percent of the value would meet or exceed the outstanding amount of the investment. If the inventory fell below that level, Global Auto Enterprise was required either to re-pay part of the investment or add value to the inventory sufficient to meet the 60 percent standard.

9 In order to keep track of the balance of funds owed with respect to the Investment Vehicles, the total value of the Investment Vehicles was estimated, and details were maintained in a spreadsheet format by EUL and provided to Global Auto Enterprise on a regular basis. The purpose of the spreadsheets was to schedule all the Investment Vehicles with their values so as to assure that 60 percent of the total value was sufficient to secure the amount of the outstanding principal due EUL

10 Attached as Exhibit 2 is a series of emails ranging from January 2011 through January 2013, many with spreadsheet attachments, relating to the balance spreadsheets

exchanged between the parties. Although the attached emails are not the totality of the correspondence and balance spreadsheets exchanged between the parties, Exhibit 2 provides a good overview of these exchanges and the manner in which they operated over the course of several years All the Investment Vehicles were treated as being under Global Auto Enterprise umbrella regardless of which particular "company" the Investment Vehicles were titled under or being shipped on behalf of.

11 Pursuant to this arrangement EUL wired a total of $450,120 in investment funds to Global Auto USA, Inc 's accounts as follows

9/20/10	$45,000
10/5/10	$25,000
10/13/10	$100,000
5/12/11	$160,000
12/13/11	$120,000
12/13/11	$120

12 Attached as Exhibit 3 is documentation of the six payments made to Global Auto Enterprise. As can be seen, my understanding of the purpose of these payments is contained in the transaction descriptions, e g., "Car Joint Investment With Fixed Profit" by which I meant my 60 percent investment in the vehicles and the fixed profit of 1 5 percent agreed to by the parties.

B. <u>The Transportation Arrangement In General</u>

13 As part of the above agreement, the parties agreed that EUL, as the majority and secured owner of the Investment Vehicles, would arrange for their ocean transport to Finland. These transportation services were not the ordinary services EUL provided as to various shippers as part of its NVOCC function, but were instead part and parcel of the larger agreement.

Attached as Exhibit 4 is an October 24, 2012 email chain reflecting this understanding. There, EUL told Global Auto Enterprise that a particular vehicle did not qualify as an Investment Vehicle (because not owned by Global Auto Enterprise), and so could not be shipped under the arrangement. Upon learning that the vehicle could not be shipped under the arrangement, Global Auto Enterprise declined to use EUL's NVOCC service, and in fact the vehicle has been returned to Global Auto Enterprise.

14 From EUL's perspective, it was transporting these vehicles, in which it had an equity interest, for its own account as a beneficial cargo owner, and not in its capacity as a licensed ocean transportation intermediary In light of this understanding, and with the agreement of Global Auto Enterprise, EUL did not issue separate shipping documents (*e g* bills of lading) for shipment of the Investment Vehicles. Instead, EUL and Global Auto Enterprise agreed to a flat rate of $750 for transportation of each of the Investment Vehicles when arranged by EUL and to operate with the master bills of lading issued by the ocean carriers (in this case MSC)

C <u>How The Transportation Arrangement Worked In Practice</u>

15 The basic practice and course of dealing between EUL and Global Auto Enterprise was as follows

- Global Auto Enterprise would deliver Investment Vehicles to EUL, which would put them into containers (with other cargo), and deliver them to MSC for water transportation to Kotka, Finland.
- When the MSC vessel arrived in Kotka, the relevant containers were delivered to a warehouse company called CarCont Ltd., which EUL utilized as a container unloading facility, where the Investment Vehicles were removed from their containers for eventual release to Global Auto

Enterprise (specifically, Global Cargo Oy)

- Investment Vehicles could be released in Kotka only upon approval by EUL, based on. (1) an email request by Global Auto Enterprise made by one of the U S entities, **and** (ii) compliance with the requirement to maintain the 60 percent valuation standard.
- This latter financial requirement meant that in order to obtain release of a particular Investment Vehicle, Global Auto Enterprise had to repay 60 percent of the value of that Vehicle or, with EUL's consent, augment the inventory of Investment Vehicles in an amount sufficient to retain the overall 60 percent standard.

16 Once the conditions for release were met, EUL would authorize CarCont to release the requested Investment Vehicle In accordance with the arrangement between EUL and Global Auto Enterprise, at the insistence of Global Auto Enterprise, Investment Vehicles were allowed to be released only to Global Auto Enterprise In particular, they could be released *only* to Global Auto Enterprise member Global Cargo Oy, which operated a warehouse in Kotka, Finland and is managed by Igor Zadorozhniy, a relative of Irina Kapustina.

17 Prior to taking custody of the vehicles Global Cargo Oy also paid CarCont, via bank transfer, the cost of unloading the cars from the containers and for the storage of the cars at CarCont. CarCont never received payment for the unloading and storage of the Investment Vehicles from anyone other than Global Cargo Oy

18 As a matter of practice, EUL never had any communications with Global Cargo Oy about the release of any vehicles, the status of shipments, or payments of any charges relating to any shipments Instead release instructions would only come from the U S companies that

were part of Global Auto Enterprise (i e , G Auto Sales, Inc , Effect Auto Sales, Inc , and Global Auto Sales, Inc) and the only release instructions ever given for hundreds of vehicles shipped were to release the vehicles to Global Cargo Oy and Igor Zadorozhniy Moreover, Mr Kapustin had previously instructed EUL not to discuss any details regarding payments, shipments, etc with anyone other than the U S companies that were part of Global Auto Enterprise

19 An email dated December 6, 2012 giving an example of how Global Auto Enterprise gave express instructions to release vehicles only to Global Cargo Oy and Igor Zadorozhniy is attached as Exhibit 5 Attached as Exhibit 6 are more general release instructions always indicating release to Global Cargo Oy Exhibit 7 is a compilation prepared for this proceeding at my direction showing that this same pattern of release instructions was followed for virtually all vehicles ever shipped by Global Auto Enterprise

20 Once the vehicles were released to Global Cargo Oy and Mr Zadorozhniy, EUL had no knowledge about what would happen to the vehicles. Overall, between 2010 and 2013, EUL shipped over 680 vehicles pursuant to this course of dealing with Global Auto Enterprise without any complaint. Throughout this period, EUL never had any communications or other dealings with Global Auto Enterprise's customers. EUL's dealings were only with Global Auto Enterprise, and the titles that Global Auto Enterprise provided to EUL for export clearance did not include the names of Global Auto Enterprise's customers.

E. <u>Global Auto Enterprise's Failure to Meet Its Financial Obligations</u>

21 By late 2012 I became increasingly concerned about Global Auto Enterprise's ability, and even willingness, to abide by our agreement. Specifically, I was concerned that Global Auto Enterprise was seeking to avoid repaying any portion of the investment funds.

22 On December 27, 2012, I notified Global Auto Enterprise that the relationship

was becoming untenable because of its actions and demanded that Global Auto Enterprise repay all amounts due EUL "in 30 da[y]s from today We will not extend that date." I repeated that 30-day demand later that day Attached as Exhibit 8 are the notices to Global Auto Enterprise.

23 Despite my repeated efforts, payment to EUL was not forthcoming. On or about January 20, 2013, I spoke by telephone with Mr Kapustin. He confirmed that Global Auto Enterprise no longer intended to abide by the parties existing agreement concerning the Investment Vehicles He also disavowed any further obligation of Global Auto Express to repay the outstanding principal due EUL or to make any further profit-sharing payments to EUL. Consequently, on January 28, 2013, I sent an email to Global Auto Enterprise (i) expressing my concern that Global Auto Enterprise was taking actions "detrimental to our jointly owned assets without my knowledge and consent," and (ii) requesting that Global Auto Enterprise cease any further actions "which may cause irreparable damages" to the parties. Attached as Exhibit 9 is a copy of my January 28, 2013 email

24 On February 6, 2013, Irina Kapustina (president and 100 percent owner of Effect Auto Sales, Inc and the ex-wife of Mr Kapustin) wrote to me acknowledging EUL's demand for payment in full and that EUL "no longer wants to have an ownership in the cars inventory " She also acknowledged EUL's interest in the vehicle inventory, stating "you have them at your disposal " Attached as Exhibit 10 is Ms. Kapustina's email together with an English translation.

25 Given Global Auto Enterprise's repudiation of the agreement, and fearing that they were taking affirmative steps to deprive EUL of its security interest in the Investment Vehicles located in Kotka, I directed that the Investment Vehicles be removed from that location and ultimately sold to third party buyers to satisfy Global Auto Enterprise's indebtedness to EUL, with the proceeds to be applied to the outstanding principal due EUL and any additional

amounts due EUL for storage

26 Included among these Investment Vehicles, which were sold to satisfy the debts owed by Global Auto Enterprise, were the vehicles with respect to which Complainants Igor Ovchinnikov, Denis Nekipelov, and Kairat Nurgazinov now assert claims. However, the vehicle as to which Complainant Irina Rzaeva now asserts claims was not sold by EUL. Upon information and belief, that vehicle (a 2011 Jeep Compass with VIN # ending in 2296) remained in the control of CarCont Ltd. in Kotka, Finland through at least January 2015 and was eventually liquidated by CarCont for unpaid storage fees.

FACTS REGARDING THE VEHICLES AT ISSUE

A. Transportation of the Investment Vehicles

27 The Investment Vehicles at issue here went through the very same process as described generally above, at least up to the issue of release. That is

- Global Auto Enterprise delivered the Investment Vehicles and titles to EUL.
- EUL put the Investment Vehicles into containers and delivered them to MSC
- MSC transported the containers to Kotka, Finland, where it delivered them to CarCont.
- CarCont decontainerized the Investment Vehicles and awaited release authorization from EUL based on a request and financial compliance by Global Auto Enterprise

B. Release of these Investment Vehicles

28 As explained above, all Investment Vehicles, including those at issue, were

subject to specific requirements for release. Global Auto Enterprise was required both to request release of the particular vehicle and to meet the financial prerequisites to release – payment of the agreed shipping cost ($750/unit), and restoration of the 60 percent value by paying that portion of the Investment Vehicle's value to EUL (or with EUL's approval, replenishment of the inventory to meet the 60 percent standard)

29 Relevant to the Investment Vehicles at issue, Global Auto Enterprise did neither They never requested release of any of the four vehicles. And, as explained above, they declined to re-pay EUL the amount required under the arrangement.

30 As also explained above, Investment Vehicles could only be released to Global Cargo Oy They could not be released to Complainants or anybody else not named Global Cargo Oy that came with a claim of ownership regarding any such vehicle.

31 Moreover, as noted above, prior to taking custody of the vehicles, Global Cargo Oy also paid CarCont, via bank transfer, the cost of unloading the cars from the containers and for the storage of the cars at CarCont. CarCont never received payment for the unloading and storage of the Investment Vehicles from anyone other than Global Cargo Oy

C. <u>Complainants were Strangers to These Transactions</u>

32. Consistent with the general pattern described above, EUL never had any communications or other dealings with the Complainants. Nor did any of the documents, including the titles, provided by Global Auto Enterprise include the names of the Complainants. Indeed, EUL did not learn Complainants' identities until well after their vehicles were liquidated as collateral in Finland. I personally also have never had any contact or communications with the Complainants prior to the vehicles being liquidated as collateral in Finland.

33 It is also questionable whether the Complainants have ever paid the Global Auto

Enterprise for the ocean freight and other charges (such as dealer fees etc) for these shipments The Complainants have not produced any invoices or other documents showing that Global Auto Enterprise had been paid for the shipping charges associated with transportation of the vehicles.

34 The absence of any relationship is confirmed by the "shipping documents" submitted by both Parties pursuant to the Presiding Officer's Order of April 27, 2016 As described in more detail in Respondents Motion for Judgment on the Pleadings (and Attachments thereto), which this Affirmation supports

- The Dock Receipts submitted by both Parties contain no mention of any Complainant.
- The MSC bills of lading (submitted only by Respondents) are likewise devoid of any reference to any Complainant.
- The Titles (submitted for all vehicles by Respondents and three by Complainants) also contain no mention of any Complainant, and indeed show Global Auto Enterprise (Effect Auto Sales, Inc) as the owner
- None of the invoices submitted for the transportation services name any of the Complainants

35 I further note that the "invoices" submitted by Complainants are obviously crude fabrications. As the Presiding Officer can readily confirm.

- The invoices submitted by Respondents are simple, unadorned, emails. This is the precise form in which the invoices left EUL. Respondents are entirely willing to provide the electronic originals of these invoices should the Presiding Officer wish or Counsel for Complainants request.
- The purported invoices submitted by Complainants, in contrast, have been

substantially altered into a composite of multiple origins. As the Presiding Officer may himself verify, the manipulated versions add (i) an unauthorized EUL letterhead, (ii) an invoice number title, (iii) a purported "paid" stamp, and (iv) my private banking information. None of these documents ever left EUL in this fashion.

- Counsel for Complainants has thus far declined to make electronic originals of the shipping documents available In addition to the obvious implication, Counsel's claim of attorney-client privilege raises in my mind at least questions of who actually possesses and controls the documents.

36 This is not the first time Counsel for Complainants has submitted these doctored "invoices" to a federal tribunal As discussed in more detail below, Counsel submitted these very same fabrications in the EDNY lawsuit (as defined in Paragraph 54 below)

D <u>Complainants' Discrepant Claims About Ownership</u>

37 I understand that the Complainants in this matter contend that they allegedly purchased vehicles from Global Auto Enterprise, to be delivered to Complainants by Global Auto Enterprise at its facility in Finland (the warehouse operated by Global Cargo Oy) Although, as explained above, such claims are irrelevant in light of the release requirements for Investment Vehicles. I note various discrepancies about the various documents Complainants have used to support their alleged claim of ownership I emphasize that EUL received none of these "ownership" documents in connection with the transaction, but only as a result of discovery in various after-the-fact proceedings.

38 I have no knowledge about the Complainants or whether or not they were legitimate purchasers of the vehicles from Global Auto Enterprise. As noted below, Global Auto

Enterprise was found by the New Jersey Court to have engaged routinely in fraudulent business practices regarding its purported sales, including selling the same vehicles to multiple "buyers."

39 A review of the "shipping documents" recently produced by the Complainants to substantiate their status as "buyers" of the vehicles instead reveals a number of questions regarding Complainants' purported status with respect to these Investment Vehicles. The purpose for noting these questions is not to try the issue of whether Complainants do in fact have ownership interests, but rather to show why, even if permitted by the underlying transportation agreement, no reasonable businessman would release cargo based on such documents.

40 Complainant Igor Ovchinnikov alleged that on August 22, 2012 he purchased a 2009 GMC Acadia (with VIN# ending in 8200) from G Auto Sales, Inc. for $28,960 00 However, the shipping documents produced (see documents attached as Exhibit 11) show that the initial payments were made with respect to an entirely different vehicle (a 2012 GMC Acadia with VIN# ending in 1860) While the handwriting on the invoice purportedly for the sale of the 2012 GMC Acadia suggests that the funds transferred by Complainant Igor Ovchinnikov may have been applied to the 2009 GMC Acadia, the two invoices actually bear the same invoice number (6779) and the same date of August 22, 2012.

41 The title for this vehicle is also irregular in that it was issued in the name of Effect Auto Sales, Inc , and lists a date of purchase by Effect Auto Sales, Inc of October 11, 2012, which is consistent with the fact that the vehicle at issue appears to have been delivered to Finland in October 2012 Thus, Complainant Igor Ovchinnikov purports to have purchased in August a vehicle that Global Auto Enterprise did not even possess until months later See Exhibit 11 at pages 3 and 4

42 The payment documents provided by Complainant Ovchinnikov raise even more

questions, because they reference a third vehicle (a GMC Acadia with VIN# ending in 5908) See Exhibit 11 at page 5 Further complicating the matter is that Complainant Ovchinnikov produced an undated statement in which he claims that he purchased the vehicle from Global Auto USA, Inc (contrary to his allegations in the Complaint and the documents showing purchase from G Auto Sales, Inc) See Exhibit 11 at page 6

43 Given these numerous discrepancies, even if EUL had received these documents at the time (which it never did) how would EUL be able to rely upon such documents to determine whether Complainant Igor Ovchinnikov had any valid rights with respect to any vehicles?

44 Similarly, although Complainant Irina Rzaeva alleges in the Complaint that she purchased a 2011 Jeep Compass with VIN# ending in 2296 on October 5, 2012 from G Auto Sales, Inc., in a February 4, 2013 letter she sent to the FMC, she asserted that the vehicle was instead purchased from Global Auto USA, Inc A copy of the February 4, 2013 letter is attached as Exhibit 12 In that same letter she also claimed that Sergey Kapustin signed the invoice through which she purchased the vehicles, but the only invoice produced by her is signed by Michael Goloverya, President of G Auto Sales, Inc. See Exhibit 12 at page 2 Adding to the confusion is the fact that the title for the vehicle lists yet another company – Effect Auto Sales, Inc – as the owner See Exhibit 12 at page 3 The payment details for the "purchase" of this vehicle (which show a payment being made to G Auto Sales, Inc) state in the reference for originating bank instructions that the payment is a "GIFT " See Exhibit 12 at page 4 Contrast this with the payment details for the purchase of the vehicle submitted by Complainant Denis Nekipelov (Exhibit 14 at page 4) discussed below

45 Furthermore, Complainant Irina Rzaeva's allegation that she made a trip to Kotka,

Finland on or about March 12, 2013 "to try to find her vehicle and to file (unsuccessfully) a complaint with the prosecutor's office in Finland," is belied by the fact that the Customs office of Kotka, Finland conducted an inspection of CarCont, Ltd. at the request of the Finnish attorneys of Global Auto Enterprise in the Spring of 2013 and were able to confirm the presence of Complainant Irina Rzaeva's alleged vehicle (as well as Mr Ovchinnikov's alleged GMC Acadia) In fact the Customs office report notes that a photograph of the vehicle in question was taken on March 15, 2013 Copies of the report from the Customs office which was produced by Counsel for Complainants (and an English translation of same) are attached as Exhibit 13

46 Complainant Denis Nekipelov alleges in the Complaint that on October 24, 2012 he purchased a vehicle (a Mercedes-Benz C300 with VIN# ending in 3295) from G Auto Sales, Inc The title for this vehicle, however, is in an entirely unknown name (Daimler Trust) See Exhibit 14 at page 1 As with the others, Complainant Denis Nekipelov also claimed in a letter that he purchased the vehicle from Global Auto USA, Inc. and that Sergey Kapustin signed his invoice See Exhibit 14 at page 2 The only invoice produced by Complainant Denis Nekipelov was issued by G Auto Sales, Inc and signed by Michael Goloverya as President of that company, and the payment documents for the "purchase" of this vehicle show payment being made to G Auto Sales, Inc See Exhibit 14 at pages 3 and 4 According to the Finnish Customs report attached as Exhibit 13, the vehicle left Finland on February 22, 2013

47 Finally, this vehicle was explicitly provided by Effect Auto Sales, Inc to EUL to serve as collateral for the amounts outstanding under the investment/profit sharing arrangement discussed above A copy of an October 25, 2012 email from Effect Auto Sales, Inc to EUL regarding this vehicle is attached as Exhibit 15

48 Complainant Kairat Nurgazinov alleges in the Complaint that on or about

November 29, 2012 he purchased a vehicle (a Toyota Camry with VIN# ending in 6703) from G Auto Sales, Inc However, the payment details show a payment being made with respect to an entirely different vehicle (a Toyota Camry with VIN# ending in 1494) See documents attached as Exhibit 16 The invoice number referenced in the payment details is 67936 and that reference and the issuance date of November 29, 2012 match an invoice provided by Complainant Kairat Nurgazinov, but the details for the vehicle involved are entirely different. Just as with the vehicle claimed by Complainant Igor Ovchinnikov, there are two different invoices bearing the same number and date but dealing with different vehicles. See Exhibit 16 at pages 2 and 3 There is no evidence produced by Complainant Kairat Nurgazinov that the balance owed of $2,420 00 for purchase of the vehicle was ever paid to G Auto Sales, Inc

49 Again the point of all this is that even if EUL had received such documents prior to the sale of the vehicles (which it never had) how could it ever have been reasonable for EUL to release a vehicle to an unknown party with no official standing based on such discrepant and conflicting documents?

50 Incidentally, according to the Finnish Customs report attached as Exhibit 13, this vehicle left Finland (i.e , was sold) on February 6, 2013 It does not appear that Complainant Kairat Nurgazinov contacted CarCont Ltd. with respect to this vehicle until February 23, 2013, at which point that vehicle had already been sold.

51 It should also be noted that none of the Complainants have produced any certificates of sale to support their alleged "purchase" of the vehicles at issue. The State of New Jersey (which is the only state in which Global Auto Enterprise was registered to sell vehicles) requires that all vehicles sold by dealers be documented by a DMV certificate of sale Since no certificates of sale were provided by Complainants, the ownership of G Auto Sales, Inc of the

vehicles (who is claimed to have "sold" all the vehicles to the Complainants) is itself in question.

52 In any event, as explained above, Global Auto Enterprise never sent EUL any instructions about these shipments, or otherwise identified the Complainants as its customers with respect to these shipments. More specifically Global Auto Enterprise never asked EUL to release the vehicles that Complainants now make claims with respect to

ADDITIONAL MATTERS

53 In this section of my Affirmation, I address additional matters that provide further context for the foregoing.

54 As the Presiding Judge is well aware, this is not the first proceeding that Complainants' counsel has brought (all unsuccessfully) against me (and EUL) in a variety of federal forums regarding the same group of vehicles (or a subset thereof) I briefly recite some of that history, and raise certain concerns arising from that history In particular, I note, as discussed above, that Complainants' Counsel has submitted obviously false and fraudulent shipping documents in this matter – and declined to provide electronic originals. I believe that this is consistent with, and in some cases a repeat of, his actions in the prior litigations.

A. Counsel's First Lawsuit Against EUL Involving the Vehicles

55 In April 2013, Global Auto Enterprise, represented by Complainants' Counsel, commenced a lawsuit against EUL and me in the United States District Court for the Eastern District of New York, captioned as 13 Civ 2479 (the "EDNY lawsuit")

56 In the EDNY lawsuit, Global Auto Enterprise, through Complainants' Counsel and his colleagues, filed false and misleading declarations in which the principals of various constituents of Global Auto Enterprise denied the existence of any investment or profit sharing arrangement involving EUL. Attached as Exhibit 17 is a letter addressed by counsel for Global

Auto Enterprise to its customers, repeating the same false denials of any relationship between Global Auto Enterprise and EUL.

57 Global Auto Enterprise, through Complainants Counsel, also submitted and relied upon thirty-two fabricated documents that were made to look as if they were EUL "invoices" for freight payments relating to shipments of vehicles. Attached as Exhibit 18 are three of these forged "invoices" which were relied upon by Global Auto Enterprise in the EDNY lawsuit and which reference the vehicles as to which the Complainants now assert claims

58 In March 2015, after having served as counsel to Global Auto Enterprise for two years with respect to the dispute over these vehicles (including the vehicles over which Complainants now assert claims with respect to), Complainants' Counsel requested and was granted leave to withdraw as counsel for Global Auto Enterprise, on the basis of alleged non-payment of fees and that he had been "fired."

59 It is my belief, however, that Complainants' Counsel continued to serve behind the scenes as an attorney for Global Auto Enterprise It is otherwise difficult to reconcile Counsel's purported firing with the attached Exhibit 19, a September 28, 2015 email from Counsel to Mr Kapustin offering to continue representing Global Auto Enterprise in the EDNY lawsuit on a "pro bono" basis.

60 In the end, the Judge saw through these false declarations and the fabricated EUL "invoices" and denied any relief to Global Auto Enterprise in the EDNY lawsuit. In late September 2015 all claims asserted by Global Auto Enterprise against EUL and me were dismissed, and EUL was granted a default on our counterclaim against Global Auto Enterprise.

61 These "invoices" were found in draft form on Mr Kapustin's personal computer and he "took the Fifth Amendment" when asked questions about how the invoices were created.

62 Remarkably, despite the foregoing, Complainants' Counsel persists in putting forth the same fabricated documents, and to deny any request for the electronic originals

B. *Baltic Auto Shipping, Inc. v. Michael Hitrinov et al.*

63 In the proceeding before this Commission docketed as *Baltic Auto Shipping, Inc v Michael Hitrinov et al.*, Docket No 14-16, Complainants' Counsel represented other complainants who asserted time barred and already-released claims against EUL and me In an attempt to overcome the obvious time bar Complainants' Counsel there presented to the Commission and relied upon a so-called audit, which he asserted was prepared by an employee of the complainants on July 14, 2014

64 In a related proceeding brought by EUL against Baltic Auto Shipping, Inc and its principal in the United States District Court for the District of New Jersey (captioned as 15 Civ 355) for breach of a prior settlement agreement, discovery showed that this claim was untrue.

65 Baltic Auto Shipping, Inc was directed by the Judge in that case to produce the original signed audit and the original native electronic drafts of the audit. Baltic failed to do so Instead, the principal of Baltic signed a certification asserting a "dog ate my homework" type of defense, saying that the audit was prepared on a laptop computer (from which no electronic copies were ever made or emailed) that was conveniently infected by a virus, one month after the audit was allegedly prepared, requiring reformatting of the hard drive The laptop was then supposedly disposed of a few months later and thus conveniently not unavailable for forensic analysis A copy of the Declaration of Andrejus Presniakovas is attached as Exhibit 20 [1]

66 When Complainants' Counsel was ordered to produce the original signed copy of the audit (which he had repeatedly represented to the Court was in his office) for examination by

[1] Mr Presniakovas had previously submitted a similar affidavit to the Commission on April 3, 2015, and a copy of that affidavit is also attached as part of Exhibit 20

a forensic expert, he instead produced only an obvious and poor quality photocopy A copy of the report prepared by the forensic expert establishing that only an obvious and poor quality photocopy of the audit was made available for inspection is attached as Exhibit 21

67 When pressed to explain what had happened to the original signed copy of the audit, Complainants Counsel reversed course, denying any knowledge of its whereabouts and offering a "guess" that "it is more than likely that" the original was inadvertently sent to the FMC for filing. A copy of the "explanatory" certification from Complainants' Counsel regarding the location of the original signed audit is attached as Exhibit 22

68 Not satisfied by this response, the Court pressed for further explanation. Complainants' Counsel then speculated that his assistant, whom he refused to name, had sent the original signed copy of the audit to the FMC for filing. The FMC's Docket Activity Librarian, however, confirmed to the contrary that no such original was in the FMC's possession. A copy of the confirmation from the FMC that all it possessed was "a photocopy based on the poor clarity of the print" is attached as Exhibit 23

69 The Court ultimately forced Complainants' Counsel to disclose the identity of his assistant and provide an affidavit from her (see copy attached as Exhibit 24) But when the Court then directed Complainants' Counsel to produce his assistant for deposition regarding her "affidavit" and the fate of the original signed audit, Complainants' Counsel did yet another about-face. He now claimed that his "assistant" was actually just an unpaid legal intern no longer employed by him, and that he had no mailing address, telephone number, or email address for her and thus, could not provide any last known contact details or produce her for the court-ordered deposition.

70 This pattern of apparent deception is starting to repeat itself in this proceeding, as

evidenced by the resurfacing of the doctored "invoices" and the other discrepancies in the shipping documents pointed out above It is for these reasons that I have, through counsel, requested Complainants' Counsel to provide the original and native electronic files for all the shipping documents, a request I will make formally once the discovery schedule has been set by the Presiding Officer

C. Global Auto Enterprise has been Determined to be a Single, Fraudulent Enterprise

71 As the Presiding Officer knows from prior filings in these consolidated proceedings, Global Auto Enterprise has been held by the United States District Court for the District of New Jersey to be a single enterprise engaged in RICO violations and fraud. 13 Civ 7152 (the "DNJ lawsuit")

72. In the DNJ lawsuit, defrauded customers of Global Auto Enterprise obtained a $2 3 million Judgment against Mr Kapustin, G Auto Sales, Inc., Global Auto Sales, Inc., Effect Auto Sales, Inc , SK Imports, Inc , Global Cargo Oy, and Igor Zadorozhniy (all members of Global Auto Enterprise) The Court found them all part of a RICO conspiracy that had engaged in mail and wire fraud and "bait-and-switch" fraudulent practices and consumer fraud from at least 2008 through February 2014 A copy of the Judgment, which was issued in September 2015, is attached as Exhibit 25 [2]

73 The Judgment describes some of the specific racketeering conduct of Global Auto Enterprise in targeting online unsophisticated foreigners from the former Soviet Union and other countries as follows

- Advertised and "sold" cars were not in [Global Auto Enterprise's]

[2] At least two other Judgments were entered against Mr Kapustin and other members of the Global Auto Enterprise during this same period based on the Global Auto Enterprise's fraudulent business practices. See November 10, 2014 judgment issued by New Jersey Superior Court, Union County (in a case captioned as *DK International, Inc. v Kapustina et al.*, L-1577-11), and June 29, 2015 decision issued by New Jersey Superior Court, Union County (in a case captioned as *Izbastin v Global Auto, Inc. et al*, L-0514-13), copies of which are attached as Exhibit 26

possession and often already owned by unrelated third parties at the time of the "sale "

- Once the customer wired the money, [Global Auto Enterprise] failed to deliver the pre-paid vehicles, and refused to issue any refunds. [Global Auto Enterprise] then offered customers different cars, for a higher price, thus extorting further payments.
- Even on the "switch" vehicles that were ultimately (sometimes after 6-8 months from first wire), sent to Global Auto Enterprise's warehouse in Finland, Global Auto Enterprise refused to "release" vehicles and charged hidden fees, misrepresented odometer readings, withheld the information that the vehicle had been declared a "total loss" after an accident or had been flooded by hurricane Sandy (with a "salvage" title issued)

See Exhibit 25 at page 8

74 As especially relevant here, the Judge in the DNJ lawsuit also found that Global Auto Enterprise had repeatedly "sold" the same vehicles to more than one customer·

> **THE COURT·** Mr Kapustin seems to think that it's okay to sell something he doesn't own and keep the proceeds. I don't know that I've ever seen more remarkable conduct or admissions in a court of law He has sold cars that were subject to control by the Eastern District of New York [where Complainants' Counsel represented Global Auto Enterprise], and apparently selling them, selling the same car twice, and it's fully consistent with the other transactions that have been demonstrated to this Court.

See pages 7-8 and 65 of the transcript of the October 27, 2014 hearing which can be accessed as Docket Entry No 135 in the DNJ lawsuit (13 Civ 7152)

The foregoing is true and correct to the best of my knowledge under penalty of perjury

Signed on June 10, 2016

Michael Hitrinov

Appendix A

Dock Receipts

Dock Receipt 1
Jeep

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900	DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel +358 5 260 47 22/ Fax. +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED· AES-ITN X2012
OCEAN/VESSEL **Kaethe C Rickmers 1245R** FOR TRANSSHIPMENT **BREMERHAVEN** PORT OF LOADING **NEW YORK** PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S T C 3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDG-81X49R073295 **SIGNATURE. . ...** **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID. CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**		

DELIVERED BY LIGHTER TRUCK ARRIVED--- DATE TIME UNLOADED- DATE TIME. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

Appendix A-1 - Respondent's Dock Receipt 1 - Jeep

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER
EMPIRE UNITED LINES
2303 CONEY ISLAND AVE
BROOKLYN, NY 11223
TEL 718-998-6900

DOCUMENT NO BOOKING #038EUL1039353

EXPORT REFERENCE
OUR REF#103783

CONSIGNEE
CARCONT Ltd
Merituulentie 424
48310 Kotka, Finland
Tel· +358 5 260 47 22/ Fax: +358 5 260 47 55

FORWARDING AGENT I REFERENCES

NOTIFY PARTY

DOMESTIC ROUTING/EXPORT INSTRUCTIONS
NO SED REQUIRED
AES-ITN X2012

OCEAN/VESSEL
Kaethe C. Rickmers 1245R
FOR TRANSSHIPMENT
BREMERHAVEN

PORT OF LOADING
NEW YORK

PORT OF DISCHARGE
KOTKA

ONWARD INLAND ROUTING
CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S T C 3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 **SIGNATURE. ....** **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID. CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**		

DELIVERED BY

LIGHTER
TRUCK

ARRIVED--- DATE TIME.

UNLOADED-- DATE TIME.

CHECKED BY

PLACED IN SHIP ON DOCK LOCATION

RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES

FOR THE MASTER

BY
RECEIVING CLERK

DATE.

Appendix A-2 - Complainant's Dock Receipt 1 - Jeep

Dock Receipt 2
Toyota

MASTER BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900	DOCUMENT NO BOOKING#**038EUL1045297** EXPORT REFERENCE OUR REF# 104452
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel: +358 5 260 47 22/ Fax +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED AES-ITN X20130103021862 X20130103022095
OCEAN/VESSEL **MSC Sarah NU301R** FOR TRANSSHIPMENT **BREMERHAVEN** PORT OF LOADING **NEW YORK** PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	**NO OF CONT OR OTHER PKGS.**	**DESCRIPTION OF GOODS**	**GROSS WEIGHT**	**MEASUREMENT**
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S T C 3 CARS 2009 BMW X6 VIN# 5UXFG43569L223352 2009 TOYOTA PRIUS VIN # JTDKB20U897858466 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703 2 ENGINES ON PALLETS **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**	 1647 KG 1523 KG 1646 KG 200 KG	

DELIVERED BY LIGHTER TRUCK ARRIVED--- DATE TIME. UNLOADED-- DATE TIME. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

MASTER BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900	DOCUMENT NO BOOKING#**038EUL1045297** EXPORT REFERENCE OUR REF# 104452
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel +358 5 260 47 22/ Fax. +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED AES-ITN X20130103021862 X20130103022095
OCEAN/VESSEL **MSC Sarah NU301R** FOR TRANSSHIPMENT **BREMERHAVEN** PORT OF LOADING **NEW YORK** PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	**NO OF CONT OR OTHER PKGS.**	**DESCRIPTION OF GOODS**	**GROSS WEIGHT**	**MEASUREMENT**
CONTAINER# TCKU9873233 SEAL #7876363	1 X 40'HC	S T C 3 CARS 2009 BMW X6 VIN# 5UXFG43569L223352 2009 TOYOTA PRIUS VIN# JTDKB20U897858466 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703 2 ENGINES ON PALLETS **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID CSC PREPAID SPD COLLECT** **EXPRESS RELEASE**	1647 KG 1523 KG 1646 KG 200 KG	

DELIVERED BY LIGHTER TRUCK ARRIVED--- DATE TIME. UNLOADED- DATE TIME. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

Dock Receipt 3
Mercedes

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL· 718-998-6900	DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel. +358 5 260 47 22/ Fax: +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED: AES-ITN : X2012
OCEAN/VESSEL **Kaethe C. Rickmers 1245R** FOR TRANSSHIPMENT **BREMERHAVEN** PORT OF LOADING **NEW YORK** PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S.T C.3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 **SIGNATURE.....** **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID. CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**		

DELIVERED BY	
LIGHTER TRUCK ARRIVED--- DATE TIME. UNLOADED-- DATE TIME.. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL 718-998-6900	DOCUMENT NO BOOKING #038EUL1039353 EXPORT REFERENCE OUR REF#103783
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel. +358 5 260 47 22/ Fax: +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED AES-ITN X2012
OCEAN/VESSEL **Kaethe C. Rickmers 1245R** FOR TRANSSHIPMENT **BREMERHAVEN** PORT OF LOADING **NEW YORK** PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TGHU8737440 SEAL #7876117	1 X 40'HC	S T C 3 CARS 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297 2011 JEEP COMPASS VIN#1J4NF5FB7BD282296 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295 **SIGNATURE. ... .** **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID. CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**		

DELIVERED BY: LIGHTER TRUCK ARRIVED--- DATE TIME. UNLOADED-- DATE TIME. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

Appendix A-6 - Complainant's Dock Receipt 3 - Mercedes

Dock Receipt 4
GMC

DOCK RECEIPT/ BILL OF LADING

SHIPPER/EXPORTER **EMPIRE UNITED LINES** 2303 CONEY ISLAND AVE BROOKLYN, NY 11223 TEL· 718-998-6900	DOCUMENT NO BOOKING#038EUL1046438 EXPORT REFERENCE OUR REF# 104211
CONSIGNEE **CARCONT Ltd** Merituulentie 424 48310 Kotka, Finland Tel. +358 5 260 47 22/ Fax: +358 5 260 47 55	FORWARDING AGENT I REFERENCES
NOTIFY PARTY	DOMESTIC ROUTING/EXPORT INSTRUCTIONS NO SED REQUIRED. AES-ITN · X2012
OCEAN/VESSEL ~~Kaethe C. Rickmers~~ **1250R** FOR TRANSSHIPMENT **BREMERHAVEN**	PORT OF LOADING ~~NEW YORK~~ PORT OF DISCHARGE **KOTKA**	ONWARD INLAND ROUTING **CSC PREPAID**

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT. OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER# TCNU8761450 SEAL #7876388	1 X 40'HC	S.T.C.3 CARS 2010 GMC ACADIA SLT-2 VIN# 1GKLVNED6AJ138200 2010 ACURA RDX VIN# 5J8TB2H29AA000682 2010 TOYOTA YARIS VIN# JTDBT4K31A5282314 **SIGNATURE.....** **GAS HAS BEEN DRAINED,BATTERIES DISCONECTED** **FREIGHT PREPAID. CSC PREPAID** **SPD COLLECT** **EXPRESS RELEASE**		

DELIVERED BY	
LIGHTER TRUCK ARRIVED--- DATE TIME. UNLOADED-- DATE , TIME. CHECKED BY IN SHIP PLACED ON DOCK LOCATION	RECEIVED THE ABOVE DESCRIBED GOODS OR PACKAGES SUBJECT TO ALL THE TERMS OF THE UNDESIGNED'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHELL CONSTITUTE THE CON-TRACT UNDER WHICH THE GOODS ARE RECEIVED, COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER ON REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES FOR THE MASTER BY RECEIVING CLERK DATE.

DOCK RECEIPT/ BILL OF LADING

SHIPPER B/L NO.
EMPIRE UNITED LINES
2[illegible]3 CONEY ISLAND AVE
BROOKLYN NY 11 2[illegible]
TEL 718 998 6900

BOOKING#038EUL1046438

C. FOR REFERENCE
OUR REF# 104211

CONSIGNEE
CARCONT Ltd
Merituuientie 4[illegible]4
48310 Kotka Finland
Tel +358 5 260 4[illegible] 2[illegible] Fax +358 5 260 4[illegible] 55

FORWARDING AGENT (REFERENCE)

NOTIFY PARTY

CONTROL ROUTING EXPORT INSTRUCTIONS
NO SED REQUIRED
AES-ITN X2012

CONTAINER NO. PO. LOCATION
Kaethe C Rickmers **NEW YORK**
1250R
FOR TRANS-SHIP
BREMERHAVEN **KOTKA**

INWARD INLAND ROUTING
CSC PREPAID

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS.	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER # TCNU8761450 SEAL # 787638[illegible]	2 X 40 HC	SIGNATURE GAS HAS BEEN DRAINED,BATTERIES DISCONECTED FREIGHT PREPAID CSC PREPAID SPD COLLECT **EXPRESS RELEASE**		

[illegible]

RECEIVED IN APPARENT GOOD ORDER AND CONDITION OR PACKAGES SUBJECT TO ALL THE TERMS OF THE CARRIER'S REGULAR FORM OF DOCK RECEIPT AND BILL OF LADING WHICH SHIPPER CONSTITUTE THE CONTRACT UNDER WHICH THE GOODS ARE RECEIVED COPIES OF WHICH ARE AVAILABLE FROM THE CARRIER'S REQUEST AND MAY BE INSPECTED AT ANY OF ITS OFFICES

[illegible]

Appendix B

Bills of Lading

Bill of Lading 1
Jeep

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотри веб-сайт для ознакомления с обратной стороной | 请参阅背面的放大版请见网站。 | www.mscmedshipco.com

MEDITERRANEAN SHIPPING COMPANY S.A.

Website: www.mscmedshipco.com SCAC Code MSCU

SEA WAYBILL No. MSCUAR315118

NOT-NEGOTIABLE COPY

"Port-to-Port" or "Combined Transport" (see Clause 1)

NO. & SEQUENCE OF SEA WAYBILLS: 0 Of Zero

NO. OF RIDER PAGES: 0

SHIPPER:
EMPIRE UNITED LINES
2353 CONEY ISLAND AVE
BROOKLYN, NY 11223
TEL. 718-998-6900
REF # 103783

FORWARDING AGENT

CONSIGNEE:
CARCONT LTD
MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL. +358 5 260 47 22
FAX. +358 5 260 47 55

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)
WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN CRYSTAL CONTAINERS, AND / OR WHEREIN USE OF THE GOODS, IN SUCH TEMPERATURES.
FLOYDSLIMO N. 4828 891913

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)
CARCONT LTD
MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL. +358 5 260 47 22/ FAX. +358 5 260 47 55
KOTKA 48310
PHONE: +358 5 260 47 22
FAX: +358 5 260 47 55

VESSEL & VOYAGE NO. (see Clauses 8 & 9)	PORT OF LOADING	PLACE OF RECEIPT: (Combined Transport ONLY see Clauses 1 & 5.2)
KAETHE C. RICKMERS - 1246R	NEW YORK, NY	XXXXXXXXXXXXXXXX

BOOKING REF	SERVICE CONTRACT NUMBER	PORT OF DISCHARGE	PLACE OF DELIVERY (Combined Transport ONLY see Clauses 1 & 5.2)
038EUL1039353	12-535WW	KOTKA, FINLAND	XXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER NOT CHECKED BY CARRIER CARRIER NOT RESPONSIBLE - See Clause 14

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
TGHU8737440 40' HIGH CUBE SEAL NUMBER 7875117	1 UNPACKED OR UNPACKAGED OF 2009 VOLKSWAGEN TIGUAN VIN#WVGBV75N29W525297	1,526.000 KGS.	
	1 UNPACKED OR UNPACKAGED OF 2011 JEEP COMPASS VIN#1J4NF5FB7BD282290	1,426.000 KGS.	
	1 UNPACKED OR UNPACKAGED OF 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073295	1,643.000 KGS.	
	FREIGHT PREPAID		
	TOTAL	4,595.000 KGS	
	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, AND COUNT BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED X20121108305351 TOTAL NUMBER OF PACKAGES: 3		

If items consisted of, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. Diversion contrary to US law is prohibited.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)	CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
XXXXXXXXXXXXXXXX	1 cntr	
PLACE AND DATE OF ISSUE	SHIPPED ON BOARD DATE	
NEW YORK 16-NOVEMBER-2012	16-NOVEMBER-2012	

Sea Waybill U.S. Edition - 08/2009

TERMS CONTINUED ON REVERSE

Appendix B-1 - Respondent's Bill of Lading 1

Bill of Lading 2
Toyota

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотрите веб-сайт для ознакомления с условиями и положениями | 请参阅条款和条件详见网站 | www.msc.com

MEDITERRANEAN SHIPPING CPMPANY S.A.

Website: www.msc.com

SCAC Cod MSCU

SEA WAYBILL No. **MSCUAR409341**

NOT NEGOTIABLE - COPY

"Port-to-Port" or "Combin d Transport" (s Claus 1)

NO. & SEQUENCE OF SEA WAYBILLS: 0 Of Zero

NO. OF RIDER PAGES: 1

SHIPPER:
EMPIRE UNITED LINES

2203 CONEY ISLAND AVE
BROOKLYN, NY 11223
TEL: 718-998-5300

FORWARDING AGENT

CONSIGNEE:
CARCONT LTD

MERITULLENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 260 47 22/ FAX: +358 5 260 47 55

CARRIER S AGENTS ENDORSEMENTS: (Includ Ag nt(s) at POD)

WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND FOR DAMAGE BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY VAN CONTAINERS, AND/OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES.
LLOYD'S REGISTER NUMBER: 9104575

NOTIFY PARTIES: (No r sponsibility shall attach to th Carri r or to his Ag nt for failur to notify - s Claus 20)
CARCONT LTD

MERITULLENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 260 47 22/ FAX: +358 5 260 47 55

VESSEL & VOYAGE NO. (s Claus s 6 & 9)	PORT OF LOADING	PLACE OF RECEIPT: (Combin d Transport ONLY s Claus s 1 & 5.2)
MSC SARAH NU301R	NEW YORK, NY	XXXXXXXXXXXXXXXX

BOOKING REF	SERVICE CONTRACT NUMBER	PORT OF DISCHARGE	PLACE OF DELIVERY (Combin d Transpcd ONLY s Claus s 1 & 5.2)
03BEUL1045297	12-339WW	KOTKA, FINLAND	XXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER NPT CHECKED BY CARRIER CARRIER NPT RESPPNSIBLE - See Clause 14

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continu d on attach d S a Waybill Rid r pag (s), if applicabl)	Gross Cargo Weight	Measurement
	PLEASE SEE ATTACHED RIDER PAGE(S) FPR DESCRIPTIP N P F PACKAGES AND GIPPDS		

If shipment consists of one, technology or software subject to the EAR, the export administration regulations must be complied with by the Merchant. Diversion contrary to US law is prohibited

FREIGHT & CHARGES Cargo shall not b d liv r d unl ss Fr ight & charg s ar paid (s C aus 16).

RECEIVED by th Carri r from th Shipp r th apparent good r and condition and as th nu st dh r in th total numb r or quantity of contain rs or oth r packag s or units indicat d in box nd d "Carri r R c ipt" for carriag and to d th t rms r of from th Plac of R c ipt or th Port of Loading, to th Port of Discharg or Plac of D liv ry, which v r is applicabl . IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER & APPLICABLE TARIFF AS IF THEY WERE ALL S GNED BY THE SHIPPER.

Unl ss instruct d oth rwis in writing by th Shipp r d liv ry of th Goods will b mad only to th Consign or his authorit d rep r s ntativ s This S a Waybill is not a docum nt of titl to th Goods and d liv ry will mad , afs r pay m nt of any outstanding Fr ight and charg s, only on provision of prop r proof of id ntity and of authorisation of th Port of Discharg or Plac of D liv ry, as appropriat without th n d to produc or sur nd r a copy of this S a Waybill

IN WITNESS WHEREOF th Carri r, Mast r or th i Ag nt has sign d this S a Waybill

DECLARED VALUE (only applicabl if Ad Valor m Charg s paid - s Claus 7.3)
XXXXXXXXXXXXXXXX

CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carri r s Claus 14.1)
1 cntr

SIGNED By MSC (USA) Inc. as Ag nt on b half of th Carri r
MSC M diterranean Shipping Company S.A.

PLACE AND DATE OF ISSUE
NEW YORK 13-JANUARY-2013

SHIPPED ON BOARD DATE
13-JANUARY-2013

Sea Waybill U.S. Edition - 02/2015

TERMS CONTINUED ON REVERSE ⇧

Appendix B-2 - Respondent's Bill of Lading 2

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотрите веб-сайт для ознакомления с условиями и положениями | 提单的使用条件请见网站 | www.msc.com

MEDITERRANEAN SHIPPING COMPANY S.A.

Website: www.msc.com

SCAC Code MSCU

SEA WAYBILL No. **MSCUAR409341**

RIDER PAGE

CONTINUATION OF PARTICULARS FURNISHED BY THE SHIPPER NOT CHECKED BY CARRIER CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on further Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
TCKU9873233 40' HIGH CUBE SEAL NUMBER: 7876363	1 UNPACKED OR UNPACKAGED OF 2009 BMW X6 VIN# 5UXFG43569L223352	1,647.000 KGS. 3,631.013 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA PRIUS VIN# JTDKB20U897858466	1,523.000 KGS. 3,357.640 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2009 TOYOTA CAMRY VIN# 4T1BE46K19U306703	1,646.000 KGS. 3,628.609 LBS.	
	2 PACKAGE(S) OF ENGINES ON PALLETS	200.000 KGS. 440.925 LBS.	
	FREIGHT PREPAID		
	X20130103022095		
	X20130103021862		
	SHIPPER'S LOAD, STOW AND COUNT 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. BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED		
	TOTAL NUMBER OF PACKAGES: 5 — TOTAL:	5,016.000 KGS. 11,059.387 LBS.	

PLACE AND DATE OF ISSUE	SHIPPED ON BOARD DATE	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier
NEW YORK 13-JANUARY-2013	13-JANUARY-2013	MSC Mediterranean Shipping Company SA

Appendix B-3 - Respondent's Bill of Lading 2

Bill of Lading 3
Mercedes

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотри веб-сайт для ознакомления с обратной стороной | 请参背面的放大版请见网站。 | www.mscmedshipco.com

MEDITERRANEAN SHIPPING COMPANY S.A.

Website: www.mscmedshipco.com SCAC Code MSCU

SEA WAYBILL No. MSCUAR315118

NOT-NEGOTIABLE COPY

"Port-to-Port" or "Combined Transport" (see Clause 1)

NO. & SEQUENCE OF SEA WAYBILLS: 8 Of Zero

NO. OF RIDER PAGES: 0

SHIPPER:
EMPIRE UNITED LINES

2309 CONEY ISLAND AVE
BROOKLYN, NY 11223
TEL: 718-998-6900

REF # 103783

FORWARDING AGENT:

CONSIGNEE:
CARCONT LTD

MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 260 47 22
FAX: +358 5 260 47 55

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)

WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND / OR INCORRECT USE OF THE GOODS, IN SUCH TEMPERATURES.
LLOYDS NO NUMBER: 8207912

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)
CARCONT LTD

MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 260 47 22/ FAX: +358 5 260 47 55
KOTKA, 48310

PHONE: +358 5 260 47 22
FAX: +358 5 260 47 55

VESSEL & VOYAGE NO. (see Clauses 8 & 9)		PORT OF LOADING	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2)
KAETHE C. RICKMERS - 1245R		NEW YORK, NY	XXXXXXXXXXXXXXXX
BOOKING REF	**SERVICE CONTRACT NUMBER**	**PORT OF DISCHARGE**	**PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2)**
038EUL1039353	13-535WW	KOTKA, FINLAND	XXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 14

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
TGHU8737440 40' HIGH CUBE SEAL NUMBER: 7878117	1 UNPACKED OR UNPACKAGED OF 2009 VOLKSWAGEN TIGUAN VIN#WWGBV75N28W525297	1,526.000 KGS.	
	1 UNPACKED OR UNPACKAGED OF 2011 JEEP COMPASS VIN#1J4NF5FB7BD262298	1,426.000 KGS.	
	1 UNPACKED OR UNPACKAGED OF 2009 MERCEDES-BENZ C300 VIN#WDDGF81X49R073285	1,643.000 KGS.	
	FREIGHT PREPAID		
	TOTAL :	4,595.000 KGS	
	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, AND COUNT BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED X20121108005361		
	TOTAL NUMBER OF PACKAGES: 3		

If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. Diversion contrary to US law is prohibited.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 10).

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and charges, only on production of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)	CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
XXXXXXXXXXXXXXXX	1 cntr	
PLACE AND DATE OF ISSUE	**SHIPPED ON BOARD DATE**	
NEW YORK - 16-NOVEMBER-2012	16-NOVEMBER-2012	

Sea Waybill U.S. Edition - 08/2009 TERMS CONTINUED ON REVERSE 3

Appendix B-4 - Respondent's Bill of Lading 3

Bill of Lading 4
GMC

See website for large version of the reverse | Ver página Web para términos y condiciones | Смотри веб-сайт для ознакомления с обратной стороной | 请参考网站的放大版使用反面。 | www.mscmedshipco.com

MEDITERRANEAN SHIPPING COMPANY S.A.

Website: www.mscmedshipco.com SCAC Code MSCU

BILL OF LADING No. MSCUAR381789

NON-NEGOTIABLE COPY

"Port-to-Port" or "Combined Transport" (see Clause 1)

NO. & SEQUENCE OF ORIGINAL B/L's: 0 of ONE

NO. OF RIDER PAGES: 0

SHIPPER:
EMPIRE UNITED LINES
2203 CONEY ISLAND AVE
BROOKLYN, NY 11223
TEL: 718-888-6900

FORWARDING AGENT:

CONSIGNEE: This B/L is not negotiable unless marked "To Order / To Order of..." here.
CARCONT LTD
MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 250 47 22/ FAX: +358 5 250 47 55

CARRIER'S AGENTS ENDORSEMENTS: (include Agent(s) at POD)
WINTER CLAUSE: CARRIER HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND / OR CAUSED BY INADEQUATE PACKING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS, AND / OR INHERENT VICE OF THE GOODS, IN SUCH TEMPERATURES.
LLOYDSMOO NUMBER: 9197912

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or his Agent for failure to notify - see Clause 20)
CARCONT LTD
MERITUULENTIE 424,
48310 KOTKA, FINLAND
TEL: +358 5 250 47 22/ FAX: +358 5 250 47 55

VESSEL & VOYAGE NO. (see Clauses 6 & 9)	PORT OF LOADING	PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2)
KAETHE C. RICKMERS - 1250R	NEW YORK, NY	XXXXXXXXXXXXXXXX

BOOKING REF	SERVICE CONTRACT NUMBER	PORT OF DISCHARGE	PLACE OF DELIVERY - (Combined Transport ONLY - see Clause 1 & 5.2)
038EUL1046438	12-426WW	KOTKA, FINLAND	XXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE - See Clause 16

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Bill of Lading Rider page(s), if applicable)	Gross Cargo Weight	Measurement
TCNU6781450 40' HIGH CUBE SEAL NUMBER: 7876366	1 UNPACKED OR UNPACKAGED OF 2010 GMC ACADIA SLT-2 VIN# 1GKLVNED8AJ138206	1,748.000 KGS. 3,853.692 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2010 ACURA RDX VIN# 5J8TB2H28AA000662	1,528.000 KGS. 3,354.264 LBS.	
	1 UNPACKED OR UNPACKAGED OF 2010 TOYOTA YARIS VIN# JTDBT4K31AS282314	1,567.000 KGS. 3,454.644 LBS.	
	X201212180003623 X201212180004016		
	FREIGHT PREPAID		
	TOTAL:	4,841.000 KGS 10,672.575 LBS	
	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 AND COUNT BATTERY HAS BEEN DISCONNECTED AND GAS TANK DRAINED		
	TOTAL NUMBER OF PACKAGES: 3		

If above commodities, technology or software were exported from the USA, the export administration regulations must be complied with by the Merchant. Diversion, contrary to US law is prohibited.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & charges are paid (see Clause 16).

RECEIVED by the Carrier 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 entitled Carrier's Receipt for carriage subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.

If this is a negotiable (To Order / of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable.

IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and whenever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)	CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
XXXXXXXXXXXXXXXX	1 cntr	
PLACE AND DATE OF ISSUE	SHIPPED ON BOARD DATE	
NEW YORK - 22-DECEMBER-2012	22-DECEMBER-2012	

U.S. Edition - 06/2008

TERMS CONTINUED ON REVERSE

Appendix B-5 - Respondent's Bill of Lading 4

Appendix C

Titles

Title 1
Jeep

PIERCE,CHARLES,T
6 IDA LN
ELLENVILLE NY 12428

004547

CERTIFICATE OF TITLE

NEW YORK STATE

www.dmv.ny.gov

Title and Identification No.	Year	Make	Model Code	Body/Hull	Document No.
1J4NF5FB7BD282296	2011	JEEP	CMP	SUBN	0873057
1J4NF5FB7BD282296					

Color	Wt/Sis/Lgth	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
GY	3286	GAS	4	USED	VEHICLE	7/27/12

Name and Address of Owner(s)

PIERCE,CHARLES,T
6 IDA LN
ELLENVILLE NY 12428

ODOMETER READING: 00011

ACTUAL MILEAGE 00011

VOID IF ALTERED

REBUILT SALVAGE/NY

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

NO LIENS RECORDED

Lienholder

NO LIENS RECORDED

Lienholder

NO LIENS RECORDED

Lienholder

NO LIENS RECORDED

MV-999 (1/11)

DEPARTMENT OF MOTOR VEHICLES

Appendix C-1 - Respondent's Title - Jeep

ANY CHANGE OR ERASURE WILL VOID THIS TITLE – ANY FALSE STATEMENT IS A MISDEMEANOR

SECTION I - Transfer by Owner

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE as seen on the odometer of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- ☐ 3. not the actual mileage. WARNING - ODOMETER DISCREPANCY.

ODOMETER READING: 1,560 (no tenths)

ODOMETER HAS SPACE FOR: (Check one)
☐ Five Digits, excluding tenths
☒ Six Digits, excluding tenths

DAMAGE DISCLOSURE STATEMENT (To be Completed by Owner Named on Face of Title)

I certify that, to the best of my knowledge, this vehicle ☐ has been or ☒ has not been wrecked, destroyed or damaged to such an extent that the total estimate or actual cost of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means that the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage NY" on it.)

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature: X Charles T Pierce		Seller's Name (Print in Full): CHARLES T PIERCE		
	Street Address: 6 LIDA LANE	City: ELLENVILLE	State: NY	ZIP code: 12428	Date of Statement: 10/15/12
Buyer	Buyer's Signature: [illegible]		Buyer's Name (Print in Full): SAW MILL AUTO SALES		
	Street Address: [illegible]	City: [illegible]	State: 12 WORTH STREET YONKERS, NY 10701		Date of Statement: 10/10/12

SECTION II - Reassignment by Manufactured Home Dealer or Registered Boat Dealer or Out-of-State Dealer

ODOMETER DISCLOSURE STATEMENT

Note: This vehicle cannot be registered or titled in the name of the new owner unless mileage is disclosed.

Federal and State Law require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement, may result in fines and/or imprisonment.

I certify that, to the best of my knowledge, this odometer reading (check one):

- ☐ 1. reflects the ACTUAL MILEAGE of the vehicle described on the front.
- ☐ 2. EXCEEDS MECHANICAL LIMITS (odometer started over at zero)
- ☐ 3. not the actual mileage. WARNING ODOMETER DISCREPANCY.

ODOMETER READING: (no tenths)

ODOMETER HAS SPACE FOR: (Check one)
☐ Five Digits, excluding tenths
☐ Six Digits, excluding tenths

I or we transfer the vehicle, boat or manufactured home described on this certificate. At the time of transfer, this title is subject only to the liens or encumbrances listed on this certificate, if any. I also certify that this is the most recent title issued for this vehicle, boat or manufactured home.

Note: Section 2113 of the Vehicle and Traffic Law requires that application for a title must be made within 30 days of transfer.

Seller	Seller's Signature:		Seller's Name (Print in Full):		
	Street Address:	City:	State:	ZIP code:	Date of Statement:
Buyer	Buyer's Signature:		Buyer's Name (Print in Full):		
	Street Address:	City:	State:	ZIP code:	Date of Statement:

MV-999 (1/11) H 6385930

Boat Dealer's Facility #

Appendix C-2 - Respondent's Title - Jeep

TYPE OF SALE: ☐ WHOLESALE OR ☐ RETAIL ☐ New ☒ Used ☐ Demo ☐ Salvage

New York State Department of Motor Vehicles

RETAIL CERTIFICATE OF SALE

43364901

VEHICLE INFORMATION: F8.30 No. 43364901

Year	Make	Model	Body Type	Color	Weight (Unladen)	Fuel Type	Cylinders	Seating Capacity
2011	JEEP	COMPASS	SUBN	GY	3286	G	4	4

Vehicle Identification Number	Use(s)	Inspection Certificate Number	Date of Inspection	Inspection Station Number
1J4NF5FB7BD282296	L8	NA	NA	NA

Plate/Permit Number	Number of Dealer Plate Loaned	☐ Lease Buyout (Insp. Not Required)	Selling Price $
NA	NA		NA

DEALER INFORMATION (Print Name and Address)
SAW MILL AUTO SALES 12 WORTH ST, YONKERS, NY 10701

PURCHASER INFORMATION (Print Name and Address)
EFFECT AUTO SALES INC 500 SO BROAD ST, ELIZABETH, NJ 07202 — Date of Sale: 10/24/12

PRIOR OWNER INFORMATION (Print Name and Address Source of Ownership)
CHARLES T. PIERCE 6 IDA LN, ELLENVILLE, NY 12428 — Date of Purchase: 10/10/12

ODOMETER DISCLOSURE STATEMENT

Federal and state laws require that you state the mileage of the vehicle described on this certificate when transferring ownership. Failure to do so, or providing a false statement or not telling the truth about the mileage may result in fines and/or imprisonment.

The odometer on the vehicle described above has: ☐ 5 digits ☒ 6 digits, not including tenths

☒ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

☐ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

ODOMETER READING: 1560 (no tenths)

DEALER CERTIFICATION

I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery the purchaser was notified to register the vehicle. This vehicle complied with equipment requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in condition and repair to render satisfactory and adequate service on the public highway under normal use. Equipment certification does not apply to a vehicle sold as new, wholesale, or salvage. All New York State and local taxes due as a result of this sale have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) (SIGN full name)	PRINT full name of dealer or authorized rep.	Date	Dealer Fabrication No.
[signature]	JUSTINE RAINO	10/24/12	7109429

PURCHASER (SIGN full name)	PRINT full name of purchaser	Date	Selling Dealer NYS Sales Tax No.
[signature]	EFFECT AUTO SALES	10/24/12	77449221

MV-50 (03/04)

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE.

PIERCE,CHARLES,T
6 IDA LN
ELLENVILLE NY 12428

NEW YORK STATE

Title and Identification No	Year	Make	Model Code	Body Full	Document No
1J4NF5FB7BD282296	2011	JEEP	CMP	SUBN	087305X

Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop	New or Used	Type of Title	Date Issued
GY	3286	GAS	4	USED	VEHICLE	7/27/12

Name and Address of Owner(s)

PIERCE,CHARLES,T
6 IDA LN
ELLENVILLE NY 12428

ODOMETER READING 00011

ACTUAL MILEAGE

REBUILT SALVAGE/NO

NO LIENS RECORDED

NO LIENS RECORDED

NO LIENS RECORDED

NO LIENS RECORDED

Appendix C-4 - Complainant's Title - Jeep

DAMAGE DISCLOSURE

Note: Section 2113

SELLER

BUYER

SECTION

Note: Section 2113

SELLER

BUYER

Appendix C-5 - Complainant's Title - Jeep

TYPE OF SALE
☒ WHOLESALE OR ☐ RETAIL
☐ New ☒ Used ☐ Demo ☐ Salvage

RETAIL CERTIFICATE OF SALE

VEHICLE INFORMATION F.B.O.D.

Year	Make	Model	Color	Odometer Capacity
2011	JEEP	COMPASS	[illegible]	6

Vehicle Identification Number: 1J4NF5FB7BD[illegible]

Plate/Permit Number: NA

DEALER INFORMATION (Print Name and Address)
SAW MILL AUTO SALES, 12 NORTH [illegible]

PURCHASER INFORMATION (Print Name and Address)
EFFECT AUTO SALES INC 500 SOUTH [illegible] ST ELIZABETH, NJ

Date of Sale: 10/24/12

PRIOR OWNER INFORMATION (Print Name and Address, Source of Ownership)
CHARLES T PIERCE 6 IDA LA ELIZABETH NJ 12205

Date of Purchase: 10/10/12

ODOMETER DISCLOSURE STATEMENT

Federal and state laws require that you state the mileage of the vehicle described on this certificate. Failure to do so, or providing false information, may result in fines and/or imprisonment.

The odometer on the vehicle described above has: ☐ 5 digits ☒ 6 digits or more including tenths

☒ I certify that, to the best of my knowledge, this odometer reading reflects the ACTUAL MILEAGE of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading EXCEEDS THE ACTUAL MILEAGE.

☐ I certify that, to the best of my knowledge, this odometer reading is NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

ODOMETER READING: 1560 (no tenths)

DEALER CERTIFICATION:
I certify: The vehicle described above was sold to the purchaser on the date indicated. At the time of delivery, such equipment was installed and repaired in accordance with the requirements of the Commissioner's Regulations. At the time of delivery, such equipment was in good condition and repair in accordance with the requirements of the Commissioner's Regulations. Equipment certification does not apply to a vehicle sold as new wholesale or salvage. All New York State taxes have been collected from the purchaser. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) (SIGN full name)	PRINT full name of dealer or auth. rep.	Date 12/24/12	Dealer Plate 7.09.29
PURCHASER - (SIGN full name)	PRINT full name of purchaser: EFFECT AUTO SALES	Date 12/24/12	Selling Dealer DMS Sale No. 27149221

ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

MV-50 (03/06)

FMC

Title 2
Toyota

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

2183569

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THE COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE AND THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT AND AS DESCRIBED HEREON. IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

ESTABLISHED 10/12/12 382 382CMW ORIGINAL

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	VEHICLE BODY	TITLE NO.
4T1BE46K19U306703	2009	TOY	4D SDN	58584255

EMPTY WGT	GROSS WGT	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
3307				2	GAS	VA EXEMPT	*91842*	10/17/12

OTHER PERTINENT DATA: OS

ODOMETER BRAND: ACTUAL

PRIOR TITLE NO.:

Name(s) and address(es) of vehicle owners:
TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348-5386

THIS IS NOT A TITLE NUMBER
G2-251187

NO LIENS

VOID IF ALTERED

A ASSIGNMENT OF TITLE BY OWNER — NOTIFY DMV WHEN VEHICLE IS SOLD

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name: Effecy Auto Sales Inc

Street: 500 South Broad Street City, State, Zip: Elizabeth NJ 07202

ODOMETER READING (No Tenths): 91842 DATE OF SALE: 11-5-12 SALE PRICE:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: ☐ 1. The mileage is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY.

Signature of Seller(s): Printed Name of Seller(s): Stan Dolan

Signature of Buyer(s): Printed Name of Buyer(s):

I am aware of the above odometer certification made by the Seller(s)

I am aware of the above odometer certification made by the Seller(s)

DETACH HERE

Dealer's No.: Licensing Jurisdiction:

Title 3
Mercedes

4280-613

000932

86170-969
AUTO COLLECTION GROUP
NEW JERSEY
T
WDDGF81X49R073295

NEW YORK STATE

Title and Identification No.	Year	Make	Model Code	Body/Hull	LIENS Document No.
WDDGF81X49R073295	2009	ME/BE	C4A	4DSD	001142R
WDDGF81X49R073295					

Color	Wt./Sta./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
WH	3535	GAS	6	NEW	VEHICLE	5/14/09

Name and Address of Owner(s)

DAIMLER TRUST
P O BOX 685
ROANOKE TX 76262

ODOMETER READING: 00009

ACTUAL MILEAGE 00009

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place and 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 to the [illegible]

Lienholder
DAIMLER TITLE CO
PO BOX 997545
SACRAMENTO CA95899

Lienholder

ONE LIEN RECORDED

Lienholder

Lienholder

ONE LIEN RECORDED

ONE LIEN RECORDED

DEPARTMENT OF MOTOR VEHICLES

Appendix C-8 - Respondent's Title - Mercedes

4280-613

0-959

Title and Identification No

WDDGF81X49R073295

WDDGF81X49R073295

*1 * LIENS * *

001142R

Color (Wt/Sts/Lgth)

WH 3635 GAS 6 5/14/09

Name and Address of Owner(s)

READING: 00009

00009

ACTUAL MILEAGE

DAIMLER TRUST
P O BOX 685
ROANOKE TX 76267

DAIMLER TITLE CO
PO BOX 997545
SACRAMENTO CA

01

* ONE LIEN RECORDED *

* ONE LIEN RECORDED *

* ONE LIEN RECORDED *

Authorized Signature

If you are the owner named on this [illegible] the vehicle boat or manufactured home [illegible] return your current Title [illegible] Albany NY 12228-0330 (Check or money order should [illegible]

If you cannot locate the Title for the vehicle [illegible] duplicate by completing Form MV-900 [illegible] $20.00 check or money order AND [illegible]

If your address has not changed since you [illegible] be able to apply for a duplicate Title [illegible]

MV 82 [illegible]

Appendix C-9 - Complainant's Title - Mercedes

Title 4
GMC

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

1A44

10001

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON. IF ANY. THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

383 383CJS ORIGINAL

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	VEHICLE BODY	TITLE NO.
1GKLVNED6AJ138200	2010	GMC	SPORT UTILITY	77531703

EMPTY WGT	GROSS WGT	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
4993				2	GAS	1259.82		11/12/09

OTHER PERTINENT DATA: OS

ODOMETER BRAND: ACTUAL

PRIOR TITLE NO.:

Name(s) and address(es) of vehicle owners:
ARI FLEET LT
9000 MIDLANTIC DRIVE
MOUNT LAUREL NJ 08054

THIS IS NOT A TITLE NUMBER: G187693B2

NO LIENS

VOID IF ALTERED

VOID IF ALTERED

A Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

ASSIGNMENT OF TITLE BY OWNER - NOTIFY DMV WHEN VEHICLE IS SOLD

Buyer(s) Name: Palisades Dealer Funding LLC

Street: 72-12 Queens Blvd. City, State, Zip: Woodside NY 11377

ODOMETER READING (No Tenths): 8377

DATE OF SALE: _____ SALE PRICE: _____

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Signature of Seller(s): ARI FLEET LT. Printed Name of Seller(s): Whitney

Signature of Buyer(s): Printed Name of Buyer(s):

I am aware of the above odometer certification made by the Seller(s)

I am aware of the above odometer certification made by the Seller(s)

DETACH HERE

Dealer's No.: Licensing Jurisdiction:

91

Appendix C-10 - Respondent's Title - GMC

ANY ALTERATIONS OR ERASURE WILL VOID THIS CERTIFICATE OF TITLE AND IT MUST THEN BE SURRENDERED TO SECURE A REPLACEMENT.

PURCHASER MUST SECURE A NEW TITLE, OR SURRENDER THIS ONE TO DMV WITHIN 30 DAYS OF SALE DATE

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete the odometer disclosure statement or providing a false statement may result in fines and/or imprisonment.

B — DEALER REASSIGNMENT

I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____

Buyer(s) Printed Name _____ Buyer(s) Signature _____

Buyer(s) Address _____ City _____ State _____ Zip Code _____

ODOMETER READING _____ (No Tenths)

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked:
☐ 1. The mileage stated is in excess of mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY

Dealer(s) Signature _____ Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____

The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.

C — DEALER REASSIGNMENT

I am aware of the dealer's odometer certification. Date of Sale _____ Sale Price _____

Buyer(s) Printed Name _____ Buyer(s) Signature _____

Buyer(s) Address _____ City _____ State _____ Zip Code _____

ODOMETER READING _____ (No Tenths)

I certify to the best of my knowledge that the odometer reading is the actual mileage unless one of the following statements is checked:
☐ 1. The mileage stated is in excess of mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY

Dealer(s) Signature _____ Dealer(s) Printed Name _____ Dealer Number _____ Licensing Jurisdiction _____

The dealer certifies that the vehicle described in this title was transferred to the above buyer and that the odometer reading has been disclosed to the buyer.

D — PERSONAL PROPERTY TAX RELIEF

DOES YOUR VEHICLE QUALIFY FOR CAR TAX RELIEF?

If you can answer YES to any of the following questions, your motor vehicle is considered by State Law to have a business use and does NOT qualify for Personal Property Tax Relief.

- Is more than 50% of the vehicle's annual mileage used as a business expense for federal income tax purposes OR reimbursed by an employer?
- Is more than 50% of the depreciation associated with the vehicle deducted as a business expense for Federal Income Tax purposes?
- Is the cost of the vehicle expensed pursuant to Section 179 of the Internal Revenue Service Code?
- If the vehicle is leased by an individual, does the leasing company pay the tax without reimbursement from the individual?

This vehicle is for ☐ Personal Use ☐ Business Use Check one of the boxes. See business use criteria above.

E — LIEN INF.

LIENOR'S NAME _____ LIENOR CODE _____ DATE OF LIEN _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

F — APPLICATION FOR REGISTRATION (LICENSE PLATES ISSUED)

VEHICLE COLOR _____

REGISTRATION PERIOD (check one): ☐ One Year ☐ Two Years ($2 discount applies)

REGISTRATION TYPE (check one): ☐ Private ☐ Rental ☐ Volunteer Emergency Vehicle ☐ For Hire

FOR-HIRE VEHICLE USE (check all that apply): ☐ Interstate Operations Only (Less than 28,001 lbs.) ☐ Exempt Commodity Operations ☐ Operating Authority ☐ Leased to a Motor Carrier

If you checked Operating Authority or Leased to a Motor Carrier, check all of the following for which the vehicle is used:
☐ Carrier Passengers (Regular Routes) ☐ Carrier Passengers (Irregular Routes) ☐ Non-Profit/Tax-Exempt ☐ Employee Hauler ☐ Taxicab
☐ Bulk Property Carrier ☐ Contract Bus Carrier ☐ Contract Passenger Carrier ☐ Sight-Seeing Carrier ☐ Household Goods Carrier ☐ Property Carrier

PERMANENT PLATES may be issued to trailers (except travel trailers), semi-trailers; trucks/tractor trucks with a GVWR or GCWR of more than 26,000 lbs.; buses; common carrier for-hire vehicles; truck/tractor trucks with a GVWR or GCWR of 7,501 lbs. to 26,000 lbs. if used for business only or farming.

TRAILER PERMANENT one-time fee (check one): ☐ Regular Size ☐ Small Size (Gross weight of trailer must be 4,000 lbs. or less)

FOR HIRE PASSENGER PERMANENT (check one): ☐ E Permanent ☐ Passenger Permanent ☐ Green Seal Permanent ☐ Mountain to Seashore Permanent

INSURANCE CERTIFICATION. I/WE CERTIFY THAT (CHECK ONE):

☐ THIS VEHICLE IS INSURED BY A LIABILITY POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN VIRGINIA AND IT WILL REMAIN INSURED WHILE REGISTERED.
☐ THIS VEHICLE IS NOT INSURED; THEREFORE, I/WE ARE REMITTING THE APPLICABLE UNINSURED MOTOR VEHICLE FEE. (This fee provides NO insurance coverage).

A VEHICLE MUST BE INSURED WITH LIABILITY COVERAGE WHEN IT IS REGISTERED, AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTOR VEHICLE FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA

PURSUANT TO THE PROVISIONS OF SECTION 46.2-601 OF THE CODE OF VIRGINIA, I/WE APPOINT THE COMMISSIONER OF THE DEPARTMENT OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, TO BE MY/OUR TRUE AND LEGAL AGENT UPON WHOM ALL LEGAL PROCESSES AGAINST ME/US MAY BE SERVED IN ANY LEGAL PROCEEDING ARISING FROM THE OPERATION AND/OR USE OF ANY MOTOR VEHICLE REGISTERED IN MY/OUR NAME(S) IN THE COMMONWEALTH OF VIRGINIA. I/WE AGREE THAT ANY LAWFUL PROCESS OR NOTICE TO ME/US WHICH IS SERVED ON THE COMMISSIONER SHALL HAVE THE SAME LEGAL EFFECT AS IF SERVED ON ME/US WITHIN THE COMMONWEALTH OF VIRGINIA.

G — CERTIFICATION OF BUYER

CERTIFICATION

NO PAPER TITLE Check this box ☐ if you do not want a paper title issued to you. An electronic Certificate of Title will remain on the file for the vehicle at DMV.

If this application is for joint ownership, do you wish clear rights of ownership to be transferred to the surviving owner in the event of the death of either the owner or co-owner? ☐ YES ☐ NO

Are any of the vehicle owners on active military duty or service? ☐ YES ☐ NO

I/We certify and affirm under penalty of perjury that the information contained in this application is true and correct to the best of my/our knowledge. I/We understand it is unlawful to knowingly make a false statement and any violation may be prosecuted as a felony as provided in Virginia law.

SIGNATURE OF APPLICANT _____ DATE _____

SOCIAL SECURITY NUMBER/FEIN OF APPLICANT _____

SIGNATURE OF CO-APPLICANT _____ DATE _____

SOCIAL SECURITY NUMBER/FEIN OF CO-APPLICANT _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

VEHICLE PRINCIPALLY GARAGED IN CITY, TOWN, COUNTY OR STATE OF
☐ CITY OR TOWN OF _____ ☐ COUNTY OF _____

DMV USE ONLY

SALE PRICE $ _____ (BEFORE TRADE-IN ALLOWANCE)

TAX $ _____ (MINIMUM TAX MUST APPLY)

TITLE FEE $ _____

TRANSFER FEE $ _____

REG FEE $ _____

WT INCREASE FEE $ _____

PERSONALIZED PLATE FEE $ _____

UMV FEE $ _____

OTHER $ _____

TOTAL $ _____

WITH LIEN
☐ YES ☐ NO
Proof of Address (If only proof accepted presented)

CLERK STAMP

Reassignment Form, Control No., (if applicable) _____

VS43L (REV. 07/98)

LOGIT

PLATE TYPE

PLATE NO.

ISSUED

EXPIRE DATE

TITLE NUMBER

DMV USE ONLY

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE

/A44

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

/0001

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT ACCORDING TO THE RECORDS OF THE DEPARTMENT THE LAWFUL OWNER OF SAID VEHICLE, AND THAT SUBJECT TO THE SECURITY INTEREST RECORDED ON THE DEPARTMENT AND AS DESCRIBED HEREIN, IF ANY, THE MOTOR VEHICLE DEPARTMENT OF THE COMMONWEALTH ALSO PROVIDES THAT ALL TITLE AND REGISTRATION INFORMATION AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS AND 46.2-710 INDIVIDUALS UNDER THE OPTIONS SPECIFIED IN MOTOR VEHICLE CODE SECTIONS 46.2-600 AND 46.2-710

300 38 OPTIONAL ORIGINAL

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	VEHICLE BODY	TITLE NO.
1GCGK13C44Z138200	[illegible]	[illegible]	[illegible]	[illegible]

EMPTY WGT	GROSS WGT	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED
4993				2	GAS	1259 62		11/12/09

OTHER PERTINENT DATA
OS

ODOMETER BRAND: ACTUAL

PRIOR TITLE NO

Name(s) and address(es) of vehicle owner:
ARI FLEET LT
9000 MIDLANTIC DRIVE
MOUNT LAUREL NJ 08054

THIS IS NOT A TITLE NUMBER

NO LIENS

Maria 11 27 12

A ASSIGNMENT OF TITLE BY OWNER - NOTIFY DMV WHEN VEHICLE IS SOLD

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to do so or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in the title has been transferred to the following (print full name and address of buyer(s)).

Buyer(s) Name: Palisades Dealer Funding LLC

Street: 72-12 Queens Blvd City, State: Woodside NY 11377

DATE OF SALE: SALE PRICE:

ODOMETER READING (No Tenths): I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY

Signature of Seller(s): Printed Name of Seller(s): ARI FLEET LT

Signature of Buyer(s): Printed Name of Buyer(s):

I am aware of the above odometer certification made by the Seller(s).

I am aware of the above odometer certification made by the Seller(s).

DETACH HERE

Date of Sale: Licensing Jurisdiction:

Appendix C-12 - Complainant's Title - GMC

ANY ALTERATION OR ERASURE MAY AFFECT THE VALIDITY OF THIS DOCUMENT

PURCHASE MUST SECURE A NEW TITLE OR SURRENDER THIS ONE TO DMV WITHIN 30 DAYS OF SALE DATE

VSAD (REV 0 2001)

PREAS SIGNATURE

DEALER

REASSIGNMENT

ORIGINAL TITLE

LIENHOLDER

LIENHOLDER'S NAME

ADDRESS

VEHICLE COLOR

REGISTRATION PERIOD (check one) ☐ One Year ☐ Two Years

REGISTRATION TYPE (check one) ☐ Private ☐ Rental ☐ Volunteer Emergency Vehicle

FOR HIRE VEHICLE USE (check all that apply) ☐ Intrastate Operations Only ☐ Operating Authority ☐ Leased to a Motor Carrier

☐ Carrier Passengers ☐ Carrier Passenger ☐ Non-Profit ☐ Employee Hauler ☐ Bulk Property Carrier ☐ Contract Bus Carrier ☐ Contract Passenger Carrier ☐ Sight-Seeing Carrier ☐ Household Goods Carrier ☐ Property Carrier

PERMANENT PLATES may be issued to these vehicles

TRAILER PERMANENT one-time fee (check one) ☐ Regular Size

FOR HIRE PASSENGER PERMANENT (check one) ☐ Permanent

APPLICATION FOR REGISTRATION (LICENSE PLATES ISSUED)

INSURANCE CERTIFICATION. WE CERTIFY THAT (CHECK ONE)

☐ THIS VEHICLE IS INSURED BY A LIABILITY POLICY ISSUED THROUGH AN INSURANCE COMPANY

☐ THIS VEHICLE IS NOT INSURED. THEREFORE, WE ARE REMITTING THE APPLICABLE UNINSURED MOTOR VEHICLE FEE

A VEHICLE MUST BE INSURED WITH LIABILITY COVERAGE WHEN IT IS REGISTERED, AND IT MUST REMAIN INSURED WHILE REGISTERED. WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTOR VEHICLE FEE MUST BE PAID. PENALTIES ARE DISCRETIONARY OR MANDATORY

POWER OF ATTORNEY FOR NONRESIDENT OWNER AND COMPANY NOT DOMICILED IN VIRGINIA

PURSUANT TO THE PROVISIONS OF SECTION 46.2-601 OF THE CODE OF VIRGINIA, I/WE AS OWNER THE COMPANY OF THE DEPARTMENT OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, IS MY/OUR TRUE AND LEGAL AGENT UPON WHOM ALL LEGAL PROCESS SHALL BE SERVED IN ANY CIVIL AND CRIMINAL PROCEEDING HE OPERATE OR MAKE USE OF ANY MOTOR VEHICLE REGISTERED IN MY/OUR NAME(S) IN THE COMMONWEALTH OF VIRGINIA, AND I/WE AGREE THAT ANY VEHICLE WHICH IS SERVED ON THE COMMISSIONER SHALL HAVE THE SAME LEGAL EFFECT AS IF SERVED ON MEMBERS WITHIN THE COMMONWEALTH OF VIRGINIA.

CERTIFICATION OF BUYER

CERTIFICATION

NO PAPER TITLE. Check the box ☐ if you do not want a paper title issued. If you are requesting a certificate of Title will remain on file for the vehicle at DMV.

If this application is for joint ownership, do you wish dealer reports ☐ YES ☐ NO

Are any of the vehicle owners on active military duty or service ☐ YES ☐ NO

I/We certify and affirm under penalty of perjury that the information contained in this application is true and correct to the best of my/our knowledge. I/We understand it is unlawful to knowingly make a false statement or any violation may be punished as a felony under Virginia law.

SIGNATURE OF APPLICANT DATE

SOCIAL SECURITY NUMBER OF APPLICANT

SIGNATURE OF CO-APPLICANT

SOCIAL SECURITY NUMBER OF CO-APPLICANT

STREET ADDRESS

CITY OR TOWN

DMV USE ONLY

TRANSFER FEE

CLERK STAMP

Reassignment Form Control No. (If applicable)

Appendix C-13 - Complainant's Title - GMC

Name and Address (Firm)

PURCHASER INFORMATION:

Name and Address (Firm)

MOTOR VEHICLE INFORMATION:

Source of Ownership (Name and Address)

ODOMETER DISCLOSURE STATEMENT

Federal and state law requires you to state the mileage in connection with the transfer of ownership. Failure to complete or falsifying the truth about the mileage, may result in fines and/or imprisonment.

The odometer on the vehicle described above has [ ] 5 digits [ ] 6 digits not including tenths.

ODOMETER READING

☐ I certify that, to the best of my knowledge, this odometer reading reflects the TOTAL MILEAGE of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading REFLECTS MECHANICAL LIMITS.

☐ I certify that, to the best of my knowledge, this odometer reading IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

DEALER CERTIFICATION

I certify that the vehicle described above was sold to the purchaser on the date indicated. False statements made on this certificate are punishable as a misdemeanor pursuant to Section 21065 of the Penal Law.

DEALER (or authorized representative) SIGN name in full	PRINT name in full	Date	Dealer's Facility No.
	Pellicano Dealer Funding LLC		

PURCHASER SIGN name in full	PRINT name in full	Date	Purchaser's Facility No.

PART II - ORIGINAL

MV-60W (9/04) ANY CHANGE OR ALTERATION VOIDS THIS CERTIFICATE

Appendix C-14 - Complainant's Title - GMC

Appendix D

Invoices

Invoice 1
Jeep

EUL-Yuliya Mikhalkevich

From: EUL-Yuliya Mikhalkevich
Sent: Monday, November 12, 2012 10:30 AM
To: account@globalautousa.com
Subject: ST#439

ST#439								
103783	2009 VOLKSWAGEN TIGUAN	WVGBV75N29W525297	31-Aug	6-Nov	TGHU8737440	038EUL1039353	AMOUNT TO PAY	$ 2,250.00
103783	2011 JEEP COMPASS	1J4NF5FB7BD282296	18-Oct	25-Oct	TGHU8737440	038EUL1039353	AMOUNT PAID	$ -
103783	2009 MERCEDES-BENZ C300	WDDGF81X49R073295	25-Oct	6-Nov	TGHU8737440	038EUL1039353	AMOUNT DUE	$ 2,250.00

Best regards,

Yuliya Mikhalkevich

Empire United Lines Co , Inc

2303 Coney Isl Ave
Brooklyn, NY 11223
Tel:(718) 998-6900
Fax:(718) 998-7014
e-mail: yuliya@eulines.com

From: Svetlana - Global Auto USA [mailto:account@globalautousa.com]
Sent: Sunday, November 11, 2012 5.39 PM
To: EUL-Yuliya Mikhalkevich
Subject: invoice needed

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
ternational Routing code **021000332**
Domestic Routing code: **026009593**
FT code for Bank of America **BOFAUS3N**

Statement # 439

ST#439						
103783	2009 VOLKSWAGEN TIGUAN	WVGBV75N29W525297	31-Aug	6-Nov	TGHU8737440	038EUL1039353
103783	2011 JEEP COMPASS	1J4NF5FB7BD282296	18-Oct	25-Oct	TGHU8737440	038EUL1039353
103783	2009 MERCEDES-BENZ C300	WDDGF81X49R073295	25-Oct	6-Nov	TGHU8737440	038EUL1039353

AMOUNT TO PAY	$2,250.00
AMOUNT PAID	
AMOUNT DUE	$2,250.00

PAID

Invoice 2
Toyota

EUL-Yuliya Mikhalkevich

From: EUL-Yuliya Mikhalkevich
Sent: Monday, January 07, 2013 3.21 PM
To: account@globalautousa.com
Subject: ST#449 - ST#450

ST#449								
104452	2009 TOYOTA PRIUS	JTDKB20U897858466	12-Oct	27-Dec	TCKU9873233	038EUL1045297	AMOUNT TO PAY	$ 1,500.00
104452	2009 TOYOTA CAMRY	4T1BE46K19U306703	14-Nov	27-Dec	TCKU9873233	038EUL1045297	AMOUNT PAID	$ -
							AMOUNT DUE	$ 1,500.00

ST#450								
104450	2010 VOLKSWAGEN CC	WVWML7AN7AE525508	27-Nov	4-Jan	MSCU9152382	038EUL1045295	AMOUNT TO PAY	$ 1,500.00
104450	2010 SUBARU LEGACY	4S3BMBB65A3210717	12-Oct	4-Jan	MSCU9152382	038EUL1045295	AMOUNT PAID	$ -
							AMOUNT DUE	$ 1,500.00

Best regards,

Yuliya Mikhalkevich

Appendix D-3 - Respondent's Invoice 2 - Toyota

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z.
Brooklyn, NY 11235

Account# 9380009007
ıternational Routing code· **021000332**
Domestic Routing code **026009593**
FT code for Bank of America **BOFAUS3N**

Statement # 449

ST 449						
104452	2009 TOYOTA PRIUS	JTDKB20U897858466	12-Oct	27-Dec	TCKU9873233	038EUL1045297
104452	2009 TOYOTA CAMRY	4T1BE46K19U306703	14-Nov	27-Dec	TCKU9873233	038EUL1045297

AMOUNT TO PAY	$1,500.00
AMOUNT PAID	
AMOUNT DUE	

PAID

Appendix D-4 - Complainant's Invoice 2 - Toyota

Invoice 3
Mercedes

Invoice 4
GMC

EUL-Yuliya Mikhalkevich

From: EUL-Yuliya Mikhalkevich
Sent: Monday, December 17, 2012 1.39 PM
To: account@globalautousa.com
Subject: ST#449

ST#449								
104211	2010 GMC ACADIA SLT-2	1GKLVNED6AJ138200	19-Oct	27-Nov	TCNU8761450	038EUL1046438	AMOUNT TO PAY	$ 1,500.00
104211	2010 ACURA RDX	5J8TB2H29AA000682	13-Dec	13-Dec	TCNU8761450	038EUL1046438	AMOUNT PAID	$ -
							AMOUNT DUE:	$ 1,500.00

Best regards,

Yuliya Mikhalkevich

Empire United Lines Co. , Inc

2303 Coney Isl Ave
Brooklyn, NY 11223
Tel:(718) 998-6900
Fax:(718) 998-7014
e-mail: yuliya@eulines.com

From: Svetlana - Global Auto USA [mailto:account@globalautousa.com]
Sent: Monday, December 17, 2012 12:44 PM
To: EUL-Yuliya Mikhalkevich
Subject: invoice needed

EMPIRE UNITED LINES

2303 Coney Island Avenue, Brooklyn, NY 11223
Tel: (718) 998-6900; Fax (718) 998-7014

Empire United Co., Inc.
Bank of America
1415 Ave Z
Brooklyn, NY 11235

Account# 9380009007
ternational Routing code: 021000332
Domestic Routing code: 026009593
FT code for Bank of America BOFAUS3N

Statement # 448

ST#448						
104211	2010 GMC ACADIA SLT-2	1GKLVNED6AJ138200	19-Oct	27-Nov	TCNU8761450	038EUL1046438
104211	2010 ACURA RDX	5J8TB2H29AA000682	13-Dec	13-Dec	TCNU8761450	038EUL1046438

AMOUNT TO PAY	$1,500.00
AMOUNT PAID	
AMOUNT DUE	$1,500.00

PAID