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ORIGINAL

FEDERAL MARITIME COMMISSION

DOCKET NO: 16-12

PRO TRANSPORT, INC.,
PRO TRANSPORT JACKSONVILLE, INC.,
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Complainants,

vs.

SEABOARD MARINE OF FLORIDA, INC. and
SEABOARD MARINE LTD., INC.,

Respondents.

FILED
SEP 2 2016

Federal Maritime Commission
Office of the Secretary

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AMENDED COMPLAINT¹

1. Complainants, PRO TRANSPORT, INC., PRO TRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and PRO TRANSPORT CHARLESTON, INC. (herein "Pro Transport") are Florida corporations with their principal place of business located at 10800 N.W. South River Drive, Miami, Miami-Dade County, Florida 33178. Plaintiffs are motor carriers that provide transportation and transportation services, primarily to and from commercial ports along the southeastern seaboard of the United States.

2. Pro Transport is a common carrier as defined by 46 U.S.C. § 40102(6).

3. Respondents, SEABOARD MARINE OF FLORIDA, INC. and SEABOARD MARINE LTD., INC. (herein "Seaboard"), are corporations with their principal place of business located at 8001 N.W. 79th Avenue, Miami, Miami-Dade County, Florida 33166.

4. Seaboard is a marine terminal operator as defined by 46 U.S.C. § 40102(14).

¹ This Amended Complaint is filed in accordance with the Order of the Federal Maritime Commission issued August 16, 2016.

5. Seaboard may also be considered an ocean common carrier as defined by 46 U.S.C. § 40102(17).²

6. The Federal Maritime Commission has jurisdiction over this action pursuant to 46 U.S.C.A. § 41106, which provides:

A marine terminal operator may not—

- (1) agree with another marine terminal operator or with a common carrier to boycott, or **unreasonably discriminate** in the provision of terminal services to, a common carrier or ocean tramp;
- (2) give any undue or unreasonable preference or advantage or **impose any undue or unreasonable prejudice or disadvantage** with respect to any person; or
- (3) **unreasonably refuse to deal or negotiate**.³

7. The Federal Maritime Commission has jurisdiction over this action pursuant to 46 U.S.C.A. § 41104⁴, specifically subsections (5), (9) and (10), which provide:

A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not--

- (5) for service pursuant to a service contract, **engage in any unfair or unjustly discriminatory practice** in the matter of rates or charges with respect to any port;
- (9) for service pursuant to a service contract, give any undue or unreasonable preference or advantage or **impose any undue or unreasonable prejudice or disadvantage** with respect to any port;
- (10) **unreasonably refuse to deal or negotiate**.

² See <https://www.seaboardmarine.com/routes/>. "Seaboard Marine is a world-class ocean carrier with container shipping services between the United States, the Caribbean Basin, and Central and South America. Seaboard Marine's primary operations include over 200,000 square feet of warehouse space in Miami for cargo consolidation and temporary storage, plus a ninety acre terminal at PortMiami."

³ See also http://www.fmc.gov/about/about_fmc.aspx. "Investigating and ruling on complaints regarding rates, charges, classifications, and practices of common carriers, MTOs, and Ocean Transportation Intermediaries (OTIs), that violate the Shipping Act"

⁴ To the extent that Seaboard is also considered a common carrier because it has advertised itself as an "ocean carrier".

8. The Federal Maritime Commission also has jurisdiction over this action pursuant to 46 U.S.C.A. § 41302(a), which provides:

(a) In general.--The Federal Maritime Commission, on complaint or its own motion, may investigate any conduct or agreement that the Commission believes may be in violation of this part. The Commission may by order disapprove, cancel, or modify any agreement that operates in violation of this part.

9. As explained in more detail herein, Seaboard has violated 46 U.S.C.A. § 41106(1-3), and may have also violated 46 U.S.C.A. § 41104(5, 9-10), with regard to its treatment of Pro Transport.

10. Seaboard specifically directed Pro Transport to transport intermodal containers from Seaboard's marine terminal at the Port of Miami, and other Seaboard or Seaboard affiliated terminals at or near the Port of Jacksonville, Port of Savannah, and Port of Charleston, to various destinations. For Pro Transport's transportation services, Seaboard was obligated to pay Pro Transport. The statements of account attached hereto as Composite Exhibit 1 reflect that Seaboard owes Pro Transport \$188,005.78, not including interest and other consequential damages.

11. The amounts charged by Pro Transport were based on mutually agreed-upon rates with Seaboard. As shown in Composite Exhibit 1, the invoices are for transportation services provided between July 2, 2015 and February 3, 2016. Payment for each invoice was due within 30 days of its submission by Pro Transport. So, we are looking at Seaboard refusing to pay invoices that are between seven and 14 months overdue.

12. Seaboard's accounting procedures, at least with regard to Pro Transport, can be described as meticulous. Seaboard required Pro Transport to hand deliver invoices with all supporting documentation. These hand deliveries often occurred several times a week.

13. Seaboard never disputed any of Pro Transport's invoices and never requested any additional information from Pro Transport. Rather, Seaboard has simply made a decision to unreasonably refuse payment to Pro Transport which smacks of undue and unreasonable prejudice.⁵

14. It is believed that Seaboard has made a decision to blame Pro Transport as cover for the managerial incompetence of its own employees, in particular Maritere Martinez, the vice-president of specialized services for Seaboard. Ms. Martinez is responsible for logistics regarding intermodal containers. In this capacity, Ms. Martinez is responsible for ensuring the efficient movement of containers for optimal use by Seaboard. Earlier this year, during a meeting with Albert Navarro, the chief operating officer of Pro Transport, Ms. Martinez accused Pro Transport of "theft", claiming that Pro Transport had illegally moved Seaboard's containers from Miami to Jacksonville so as to cause a glut of containers in Jacksonville that could not be readily moved to other destinations, and for which she was facing internal scrutiny and possible discipline. This defamatory statement was actually part of an obscenity laced tirade that Ms. Martinez directed at Mr. Navarro and two of her own subordinates, Christian Perez and Angel Abreu. And, upon information and belief, Ms. Martinez has further disseminated similar slanderous accusations against Pro Transport orally and via email and text messaging within Seaboard and to third parties.

15. The truth is that it is impossible for Pro Transport to have moved any containers without Seaboard's direct authorization and approval. Seaboard's marine

⁵ Seaboard is also refusing to cooperate with Pro Transport and its insurers to resolve outstanding insurance claims (specifically Claim numbers 77-925566 and 77-923637) for which Seaboard has an interest and whose cooperation is required to resolve these insurance claims. Seaboard has ceased doing business with Pro Transport, but Pro Transport is also concerned that Seaboard may prohibit Pro Transport from entering its marine terminal at the Port of Miami to transport non-Seaboard containers.

terminal at the Port of Miami is a highly secured premises that Seaboard has lauded as "safe" and "efficient".⁶

16. It is impossible for a truck driver to enter and exit the Port of Miami, and in particular Seaboard's marine terminal, without going through a gauntlet of checkpoints. Every truck driver is required to have the proper identification.⁷ In addition to the security rules and regulations governing the Port of Miami, Seaboard has detailed instructions for truck drivers who wish to enter and exit its premises.⁸ And, in order for a truck driver to gain access to an intermodal container to transport from Seaboard's terminal, a Seaboard employee must generate from a computer an interchange ticket which informs the truck driver, and anyone else who would review it, the serial number of the container, the bill of lading number, and its ultimate destination. This interchange ticket allows the truck driver to hook up the chassis and container to his or her truck. To exit the premises, the interchange ticket must be presented to and reviewed by security personnel and other employees of Seaboard and the Port.⁹ Then, when the truck driver reaches its destination, that same interchange ticket is presented to the security personnel and other terminal employees so that the truck driver can be directed to a location for off-loading. That interchange ticket is included within each and every invoice that Pro Transport delivered to Seaboard.

⁶ See <https://www.seaboardmarine.com/new-gates-seaboard-marines-portmiami-terminal/>. "The installation of this new enlarged facility at PortMiami will lead to continued improvements in gate processing efficiency and speed by promptly collecting all needed information to safely process cargoes *while maintaining the highest levels of security.*"

⁷ See <http://www.miamidade.gov/portmiami/trucking-permits.asp>

⁸ See <https://www.seaboardmarine.com/portmiami-truck-procedures/> and <https://www.seaboardmarine.com/portmiami-terminal-rules/>

⁹ See e.g. <https://www.seaboardmarine.com/sml/ui/confirmpickup.aspx?index=1/equipment-pick/>

17. There can be no transport of an intermodal container without an interchange ticket, which Seaboard itself alone generates.

18. Seaboard has unreasonably withheld payment to Pro Transport and during that time period never informed Pro Transport about its unreasonable basis, which is causing extreme prejudice to Pro Transport's operations. That unreasonable basis only became apparent after Pro Transport commenced a civil action in Miami-Dade Circuit Court in the lawsuit *Pro Transport, Inc. et al v. Seaboard Marine Ltd.*, Case No. 16-9612-CA-01. More than three months after the filing of the Complaint in that action, Seaboard filed a fraudulent Counterclaim against Pro Transport, falsely accusing Pro Transport of transporting more than 1,110 containers without authorization.¹⁰ Pro Transport's Complaint, Seaboard's Counterclaim, and other related pleadings are attached as Composite Exhibit 2.

19. Seaboard claims in its state court Counterclaim that it paid Pro Transport approximately \$300,000 and that the Counterclaim seeks reimbursement of the total of these payments along with fabricated penalties exceeding more than \$1,500,000. Pro

¹⁰ Seaboard has not specifically identified all 1,100 transports, but it is believed that the transports are wholly unrelated to the transports for which Pro Transport is presently seeking payment. It is believed that the transports vaguely referenced in Seaboard's Counterclaim span from January 28, 2015 to February 9, 2016, based on information provided by Seaboard's Miami counsel under cloak of the mediation privilege. A mediation was scheduled to take place in the state court action on June 30, 2016, but was canceled after Seaboard, just prior to the mediation, indicated that it would be seeking almost \$2,000,000 from Pro Transport.

Let us focus on this for just a moment longer. Seaboard was aware that Pro Transport was transporting its containers without authorization as far back as January 2015, more than 15 months prior to Pro Transport sought judicial assistance, but Seaboard said nothing to Pro Transport? And despite these illegal transports Seaboard continued to request Pro Transport to transport its property?

This claim that Pro Transport owes Seaboard any money is preposterous. It is an obvious and odious tactic to create further delay in the judicial system and to further delay what is rightly owed to Pro Transport. Pro Transport intends to seek sanctions against Seaboard and its counsel for prosecuting such a frivolous and fraudulent claim.

Transport has filed a motion to dismiss the Counterclaim as failing to state any cause of action.

20. The Counterclaim is referenced herein to illustrate the unreasonableness and unfair prejudice by Seaboard to Pro Transport. One would reasonably think that if there was any question about the \$188,075.00 in total payments due, Seaboard would have communicated with Pro Transport. Seaboard did not. Additionally, if Seaboard believed that Pro Transport had illegally transported more than 1,100 of its containers, and paid Pro Transport approximately \$300,000 for these transports (after having Pro Transport hand deliver each and every invoice with supporting documentation for a meticulous review by Seaboard's accounting department), that it would have communicated about it with Pro Transport in some manner prior to the filing of a counterclaim that was filed only after Pro Transport filed its complaint in state court, and filing this action, for payment.

21. In fact, Seaboard directed Pro Transport to move every single container that Pro Transport moved. The following emails, attached as Composite Exhibit 3, are illustrative of this indisputable fact:

From: Perez, Christian [mailto:Christian_Perez@SeaboardMarine.com]
Sent: Wednesday, July 08, 2015 8:13 PM
To: Giny Sosa
Subject: RE: first coast depo

Next week we need to stop on the one ways with the 40ft Reefers to JAX. First Coast has over 80 reefers there and Equipment control is complaining since they are running out of reefers and gensets here in Miami. If you need one ways what I can is give you loads that need to go to Jacksonville.

Thanks
Christian Perez
Seaboard Marine
Intermodal Supervisor
Christian_Perez@seaboardmarine.com

From: Martinez, Maritere [<mailto:Maritere.Martinez@SEABOARDMARINE.COM>]
Sent: Wednesday, December 02, 2015 4:06 PM
To: Eric Debrand <Eric@protransportusa.com>; Jacksonville <Jacksonville@protransportusa.com>; Albert Navarro <albert@protransportusa.com>
Cc: Perez, Christian <Christian.Perez@SEABOARDMARINE.COM>; Abreu, Angel <Angel.Abreu@seaboardmarine.com>; Duran, Sam <Sam.Duran@SEABOARDMARINE.COM>; Monsalve, Frederick <Frederick.Monsalve@SEABOARDMARINE.COM>
Subject: RE: SML Inventory @ Jax location
Importance: High

Good afternoon Pro Transport Team,

Please note that we require all empties to be returned to our Jacksonville depot when your truckers are pulling empties from the PQM. Therefore, the below mentioned empty equipment needs to be returned to our Jacksonville depot (First Coast) as soon as possible.

Kindly note that we will not be paying for the cost of delivering these empties since we did not authorize for them to be taken to the Pro Transport yard.

Thank you in advance for your immediate assistance with this matter.

Thank you and best regards,

Maritere Martinez
Vice President
Operations
Seaboard Marine, Ltd.

From: Eric Debrand [<mailto:Eric@protransportusa.com>]
Sent: Wednesday, December 02, 2015 3:59 PM
To: Martinez, Maritere; Jacksonville
Subject: RE: SML Inventory @ Jax location

Marl,

Please see below empties on Pro Jax yard

SMLU7642517 - SMLC409776
INKU2688766 - SMLC142435
FSCU6365010 - SMLC486136
SMLU6305105 - SMLC486180
CAIU5541782 - XCTZ171958
SMLU7810804 - SMLC485884
TTNU8295710 - SMLC142617
CAXU8892989 - SMLC323031
SMLU5445824 - SMLC141261
SMLU5459258 - SMLC142007

Best Wishes,

Eric M. DeBrand

Dispatch Planner/Fleet Manager
Pro Transport
Jacksonville, FL
Ph# - 904-899-0007 EXT: 08
Fax# - 904-900-2099
eric@protransportusa.com

22. As explained above, it is impossible to move a container without an interchange ticket, and only a Seaboard employee could generate an interchange ticket, and that can only be generated through Seaboard's operations division, over which Ms.

Martinez is in charge. So any claim by Seaboard that Pro Transport transported any of its containers without authorization is a boldface lie.

23. Seaboard has raised the most frivolous of claims to continue to delay its long overdue payment to Pro Transport.

24. Seaboard will claim here that the state court action in Florida is sufficient to resolve the dispute between the parties, but that is patently false. While Pro Transport anticipates a judgment in its favor at some point during the course of that action, it is the nature of Seaboard's conduct toward Pro Transport, both prior to and during the course of litigation, that requires this body to investigate Seaboard and to issue appropriate remedies against Seaboard as punishment for the current matter and to discourage such conduct by Seaboard and other would-be bad actors in the future.

25. Seaboard, which is a multi-billion-dollar international corporation, is squeezing a local, family-owned trucking business. Its refusal to pay almost \$200,000, compounded with its refusal to communicate with Pro Transport in any way about the overdue payments prior to the filing of a lawsuit, and then to counter Pro Transport's well-founded action with a counterclaim that is patently fraudulent, requires this body to consider this action for investigation and possible punishment against Seaboard.

26. Pro Transport has been injured by Seaboard's refusal to deal or negotiate and by Seaboard's exercise of undue and unreasonable prejudice and disadvantage against Pro Transport. Pro Transport is owed \$188,005.78, not including interest, as reflected in the unpaid invoices attached as Composite Exhibit 1. Pro Transport has been further damaged by Seaboard's violations, in an amount that has not yet been determined.

27. Pro Transport requests that any hearings be held in Miami, Florida.

WHEREFORE Pro Transport prays that Seaboard be required to answer the charges herein; that after due hearing, an order be made commanding said respondents (and each of them): to cease and desist from the aforesaid violations; to establish and put in force such practices as the Commission determines to be lawful and reasonable; to pay to said Complainants by way of reparations for the unlawful conduct an amount the Commission may determine to be proper as an award, with interest and attorney's fees and costs; and that such other and further order or orders be made as the Commission determines to be proper in the premises.

DATED this 2nd day of September, 2016.

Respectfully submitted,

/s/
MICHAEL SHELLEY
Florida Bar No. 999016
THE SHELLEY LAW FIRM, LLC
Mailing: 500 South Pointe Drive
Suite 140
Miami Beach, FL 33139
Email: Michael@shelleylawfirm.com
Tel: 305-798-5522

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of September, 2016, a true and correct copy of the foregoing pleading was served via email to:

Wayne Rohde
Cozen O'Connor
1200 19th Street N.W.
Washington, D.C. 20036
wrohde@cozen.com

/s/
MICHAEL SHELLEY

PRO TRANSPORT INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (305) 884-4186 Fax: (305) 884-6254

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 8001 NW 79TH AVE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

Contact: MARIA ROMERO / CLARA MATEUS
 (305) 530-1110
 (305) 530-2299
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
83980	01/05/2016	4224934	1,113.60	91-120	1,113.60				
84069	01/05/2016	FIRST COAST DEPO	954.44	91-120	954.44				
84113	01/06/2016	4282686	515.04	91-120	515.04				
84130	01/06/2016	FIRST COAST DEPO	3,817.76	91-120	3,817.76				
84238	01/07/2016	4282686	867.22	91-120	867.22				
84248	01/07/2016	FIRST COAST DEPO	2,390.22	91-120	2,390.22				
84323	01/08/2016	FIRST COAST DEPO	1,913.00	91-120	1,913.00				
84324	01/08/2016	VSC4334033A	98.35	91-120	98.35				
84405	01/15/2016	4333635	503.90	61-90	503.90				
84416	01/15/2016	FIRST COAST DEPO	15,748.26	61-90	15,748.26				
84501	01/20/2016	4333500	1,435.16	61-90	1,435.16				
84502	01/20/2016	4336889	75.00	61-90	75.00				
84503	01/20/2016	4338307	519.22	61-90	519.22				
84504	01/20/2016	4338986	1,015.99	61-90	1,015.99				
84505	01/20/2016	4346712	1,519.89	61-90	1,519.89				
84506	01/20/2016	4346743	1,444.89	61-90	1,444.89				
84507	01/20/2016	FIRST COAST DEPO	6,203.86	61-90	6,203.86				
84551	01/25/2016	4305568	389.00	61-90	389.00				
84576	01/28/2016	4318081	1,003.46	61-90	1,003.46				
84577	01/28/2016	4327595	1,011.52	61-90	1,011.52				
84578	01/28/2016	4331451	1,105.08	61-90	1,105.08				
84579	01/28/2016	4333635	1,015.99	61-90	1,015.99				
84580	01/28/2016	SB LOADS	569.22	61-90	569.22				
84581	01/28/2016	4340964	517.82	61-90	517.82				
84582	01/28/2016	BUNDLE	687.65	61-90	687.65				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 34,765.91	\$ 11,669.63	\$ 0.00	\$ 46,435.54

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
1630 PORT BLVD

MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
(305) 863-4444
(305) 863-4624
(305) 530-1110
(305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
32861	07/02/2015	MIA4130616A	2,674.00	>120	2,674.00				
33279	08/04/2015	CAN4173145A	220.96	>120	220.96				
33367	08/11/2015	MIA4161926A002	765.00	>120	765.00				
34007	09/25/2015	CAN4208361A	149.00	>120	149.00				
34009	09/25/2015	MIA4204068A	722.16	>120	722.16				
34010	09/25/2015	MIA4208440A	2,483.90	>120	2,483.90				
34011	09/25/2015	MIA4217829A	1,860.25	>120	1,860.25				
34012	09/25/2015	MIA4222389A	218.06	>120	218.06				
34013	09/25/2015	MIA4222493A	1,162.30	>120	1,162.30				
34014	09/25/2015	MIA4231602A	807.12	>120	807.12				
34015	09/25/2015	MIA4233447A	392.35	>120	392.35				
34015	10/08/2015	MIA4233447A	8.85	>120	8.85				
34016	09/25/2015	MIA4208807A	759.52	>120	759.52				
34017	09/25/2015	MIA4232862A	197.75	>120	197.75				
34018	09/25/2015	MIA4232862A	698.56	>120	698.56				
34122	10/12/2015	CHI4230205A	100.00	>120	100.00				
34159	10/06/2015	MIA4245185A	419.14	>120	419.14				
34180	10/09/2015	MIA4222494A	1,227.30	>120	1,162.30				
34317	10/20/2015	MIA4254444A	587.05	>120	587.05				
34318	10/20/2015	MIA4254763A	1,298.00	>120	1,298.00				
34319	10/20/2015	MIA4255468A	1,298.00	>120	1,298.00				
34320	10/20/2015	MIA4255873A	2,095.68	>120	2,095.68				
34321	10/20/2015	MIA4255883A	1,298.00	>120	1,298.00				
34322	10/20/2015	MIA4256114A	807.12	>120	807.12				
34323	10/20/2015	MIA4258721A	401.20	>120	401.20				
34324	10/20/2015	MIA4260081A	710.84	>120	710.84				
34325	10/20/2015	MIA4260082A	710.84	>120	710.84				
34326	10/20/2015	MIA4260587A	1,397.12	>120	1,397.12				
34684	11/20/2015	MIA4285076A	1,206.43	>120	1,206.43				
34824	11/27/2015	MIA4291693A	1,706.00	>120	1,706.00				
34861	12/02/2015	CHI4304469A	1,226.60	>120	200.00	8875	W/T12/18/2015	12/18/2015	1,026.60
34939	12/09/2015	MIA4227143A	65.00	>120	65.00				
35138	01/04/2016	MIA4326452A	2,859.04	91-120	2,859.04				
35221	01/05/2016	ATL4333111A	1,576.90	91-120	1,576.90				
35222	01/05/2016	MIA4312262A	1,218.00	91-120	1,218.00				

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
1630 PORT BLVD

MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
(305) 863-4444
(305) 863-4624
(305) 530-1110
(305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
35223	01/05/2016	MIA4315461A	1,328.50	91-120	1,328.50				
35225	01/05/2016	MIA43377104A	503.68	91-120	503.68				
35226	01/05/2016	MIA4340571A	1,276.00	91-120	1,276.00				
35227	01/05/2016	MIA4269113A	1,895.02	91-120	1,895.02				
35228	01/05/2016	CHI4305322A	613.30	91-120	613.30				
35229	01/05/2016	MIA4295403A	3,063.84	91-120	3,063.84				
35230	01/05/2016	MIA4300200A	1,019.52	91-120	1,019.52				
35231	01/05/2016	MIA4282679A	2,919.14	91-120	2,919.14				
35232	01/05/2016	MIA4309730A	3,861.14	91-120	3,861.14				
35233	01/05/2016	MIA4298761A	1,019.52	91-120	1,019.52				
35234	01/05/2016	MIA4305406A	3,063.84	91-120	3,063.84				
35235	01/05/2016	MIA4316252A	834.73	91-120	834.73				
35236	01/05/2016	CHI4316375A	1,209.20	91-120	1,209.20				
35237	01/05/2016	MIA4292504A	1,995.02	91-120	1,995.02				
35238	01/05/2016	MIA4323205A	1,456.27	91-120	1,456.27				
35239	01/05/2016	CHI4324758A	1,103.71	91-120	1,103.71				
35240	01/05/2016	MIA4303357A	1,983.30	91-120	1,983.30				
35241	01/05/2016	MIA4307582A	5,464.00	91-120	5,464.00				
35242	01/05/2016	MIA4319441A	1,288.46	91-120	1,288.46				
35244	01/05/2016	MIA4326242A	4,422.60	91-120	4,422.60				
35246	01/06/2016	MIA4320949A	3,673.15	91-120	3,673.15				
35247	01/06/2016	MIA4330873A	1,128.81	91-120	1,128.81				
35248	01/06/2016	MIA4331455A	1,182.16	91-120	1,182.16				
35249	01/06/2016	MIA4335793A	1,300.00	91-120	1,300.00				
35250	01/06/2016	CHI4324821A	2,180.60	91-120	2,180.60				
35251	01/06/2016	MIA4303420A	889.43	91-120	889.43				
35252	01/06/2016	MIA4303439A	989.90	91-120	989.90				
35253	01/06/2016	MIA4331765A	1,521.48	91-120	1,521.48				
35254	01/06/2016	MIA4333762A	1,173.98	91-120	1,173.98				
35371	01/15/2016	MIA4303441A	1,979.80	61-90	1,979.80				
35372	01/15/2016	MIA4328524A	898.56	61-90	898.56				
35373	01/15/2016	MIA4330784A	1,479.46	61-90	1,479.46				
35374	01/15/2016	MIA4332309A	2,613.72	61-90	2,613.72				
35486	01/29/2016	CHI4316375A	983.24	61-90	954.44				
35487	01/29/2016	MIA4331313A	8,717.00	61-90	8,717.00				

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 1630 PORT BLVD
 MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
 (305) 863-4444
 (305) 863-4624
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
35488	01/29/2016	MIA4332825A	1,461.60	61-90	1,461.60				
35489	01/29/2016	MIA4336790A	709.92	61-90	709.92				
35490	01/29/2016	MIA4337710A	3,525.76	61-90	3,525.76				
35491	01/29/2016	MIA4341194A	3,022.08	61-90	3,022.08				
35492	01/29/2016	MIA4344677A	3,022.08	61-90	3,022.08				
35493	01/29/2016	MIA4346313A	907.36	61-90	907.36				
35494	01/29/2016	MIA4349208A	1,753.22	61-90	1,753.22				
35588	02/03/2016	MIA4331765AA	503.68	61-90	503.68				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 31,548.68	\$ 60,014.24	\$ 28,582.50	\$ 120,145.42

PRO TRANSPORT SAVANNAH INC
PO BOX 821700 PEMBROKE PINES, FL 33082
Phone: (912) 944-4445 Fax: (912) 944-4406

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 1630 PORT BLVD

 MIAMI, FL 33132

Contact: MARIA ROMERO
 (305) 530-1110
 (305) 530-2229
 (305) 530-1110
 (305) 530-2229

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
12655	07/31/2015	MIA4155453A	1,243.75	>120	1,243.75				
12757	08/07/2015	MIA4155500A	955.00	>120	955.00				
12897	08/18/2015	4156297A	1,195.00	>120	1,195.00				
12898	08/18/2015	CHI4162005A	1,875.63	>120	1,875.63				
12971	08/28/2015	MIA4179655	493.68	>120	493.68				
13073	09/04/2015	GLDU7083353	740.00	>120	740.00				
13074	09/04/2015	MIA402604A	1,176.74	>120	1,176.74				
13075	09/04/2015	MIA4179607A	522.54	>120	522.54				
13076	09/04/2015	MIA4180347A	1,513.62	>120	1,513.62				
13077	09/04/2015	MIA4187046A	1,149.50	>120	1,149.50				
13078	09/04/2015	MIA4189512A	435.60	>120	435.60				
13079	09/04/2015	MIA4190451A	1,645.56	>120	1,645.56				
14582	01/04/2016	MIA4333762	692.64	91-120	692.64				
15020	02/03/2016		668.16	61-90	668.16				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 668.16	\$ 692.64	\$ 12,946.62	\$ 14,307.42

PRO TRANSPORT CHARLESTON INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (843) 225-4211 Fax: (843) 225-4215

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
ATTN INTERMODAL DEPT
8001 NW 79TH AVENUE
MIAMI, FL 33166

Contact:
(305) 530-1110
(305) 530-2299
(305) 530-1110
(305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
32938	12/22/2015	MIA4324745A	716.04	91-120	716.04				
32970	01/04/2016	MIA4339157	692.64	91-120	692.64				
33028	01/11/2016	4285546B006	709.92	91-120	709.92				
33153	01/28/2016	MIA4343593	850.14	61-90	850.14				
33177	02/03/2016	MIA4334664A	882.30	61-90	882.30				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 1,732.44	\$ 2,118.60	\$ 0.00	\$ 3,851.04

PRO TRANSPORT INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (305) 884-4186 Fax: (305) 884-6254

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE/REPAIRS
 ATEN JUAN RODRIGUEZ
 1630 PORT BLVD
 MIAMI, FL 33132

Contact:
 () -
 () -
 (305) 530-1110
 (305) 530-2229

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
81955	09/17/2015	4220309	850.00	>120	850.00				
81958	09/17/2015	MIA4194676	440.75	>120	440.75				
82740	10/30/2015	4273347	508.80	>120	508.80				
83649	12/18/2015	4292626	404.70	91-120	404.70				
84329	01/08/2016	4340760	612.37	91-120	612.37				
84332	01/12/2016	CHI4324814A	449.34	61-90	449.34				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 449.34	\$ 1,017.07	\$ 1,799.55	\$ 3,265.96

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY FLORIDA

CASE NO: 2016-_____

PRO TRANSPORT, INC.,
PRO TRRANSPORT JACKSONVILLE, INC.,
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs,

vs.

SEABOARD MARINE LTD., INC.,

Defendant.

_____ /

COMPLAINT FOR MONETARY DAMAGES

COME NOW Plaintiffs, PRO TRANSPORT, INC., PRO TRRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and PRO TRANSPORT CHARLESTON, INC., by and through their undersigned counsel, and hereby file this Complaint for Monetary Damages against Defendant, SEABOARD MARINE LTD., INC., and in support states as follows:

GENERAL ALLEGATIONS

1. This is an action for damages within the jurisdictional limits of this Court.
2. Venue is proper in this Court because the parties are located in Miami-Dade County and the breaches committed by Defendant occurred in Miami-Dade County, Florida.
3. Plaintiffs, PRO TRANSPORT, INC., PRO TRRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and PRO TRANSPORT CHARLESTON, INC., are Florida corporations with their principal place of business located at 10800 N.W. South River Drive, Miami, Miami-Dade County, Florida 33178. Plaintiffs provide transportation and transportation services, primarily to and from commercial ports along the southeastern US seaboard.

4. Plaintiff has retained the undersigned counsel in this matter and is obligated to pay him a reasonable fee for legal services rendered in this matter.
5. Defendant, SEABOARD MARINE LTD., INC., is a foreign corporation with its principal place of business located at 8001 N.W. 79th Avenue, Miami, Miami-Dade County, Florida 33166. Its registered agent for service of process is National Corporate Research Ltd., Inc., 115 North Calhoun Street, Suite 4, Tallahassee, Leon County, Florida 32301.
6. Defendant is indebted to the Plaintiffs in the total amount of principal amount of \$188,005.78 related to transportation and transportation related services provided by Plaintiffs to Defendant, as set forth as follows:

Pro Transport Inc.	\$ 46,435.54 (See Exhibit 1)
Pro Transport Jacksonville, Inc.	\$120,145.42 (See Exhibit 2)
Pro Transport Savannah, Inc.	\$ 14,307.42 (See Exhibit 3)
Pro Transport Charleston, Inc.	\$ 3,851.04 (See Exhibit 4)
Pro Transport Inc.	\$ 3,265.96 (See Exhibit 5)

7. The Statements which comprise Exhibits 1-5, as well as all invoices referenced on each Statement, have been previously submitted to the Defendant and on multiple occasions. Defendant was obligated to make full payment to the Plaintiffs at the Plaintiffs' principal place of business in Miami-Dade County, Florida, for each each and every invoice and Statement within 30 days of the transportation or transportation services provided by Plaintiffs (known as "Net 30" terms). Defendant has admitted that Plaintiffs provided Defendant with the transportation and transportation related services identified in each and every invoice and Statement. Defendant has admitted that the amounts billed by Plaintiffs for the transportation and transportation services as reflected in each and every invoice and Statement is correct and is owed to Plaintiffs. However, Defendant simply has willfully refused to pay the Plaintiffs for the transportation and transportation services provided with the majority of the amount owed to Plaintiffs being past due by more than 60 days.
8. Reasonable and diligent attempts have been by Plaintiffs to obtain the cooperation of Defendant to pay the debts described in the preceding paragraphs, but these efforts have been met with complete futility, with Defendant acknowledging that the debts are totally correct and that full payment is due to the Plaintiffs, but Defendant continues to willfully refuse to make payment to Plaintiffs.

COUNT ONE - SERVICES RENDERED

9. Plaintiffs reallege and reaffirm paragraphs 1-8 as if restated verbatim.

10. Plaintiffs provided Defendant with all transportation and transportation related services requested by Defendant, and Statements of Accounts reflecting those services are attached as Exhibits 1-5.
11. Defendant has failed and refused to pay Plaintiffs for the transportation and transportation related services rendered to Defendant.
12. WHEREFORE, PRO TRANSPORT, INC. PRO TTRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and and PRO TRANSPORT CHARLESTON, INC. demand judgment against SEABOARD MARINE LTD., INC. in their favor in the amount of \$188,005.78 (One Hundred Eighty-Eight Thousand Five Dollars and Seventy-Eight Cents), not including pre-judgment interest, court costs and reasonable attorneys fees, which should also be adjudged against SEABOARD MARINE LTD. INC. and in favor of Plaintiffs.

COUNT TWO – UNJUST ENRICHMENT

13. Plaintiffs reallege and reaffirm paragraphs 1-8 as if restated verbatim.
14. Plaintiffs have conferred a benefit on the Defendant, who has knowledge thereof. Prior to the filing of this action, Plaintiffs and Defendant had business transactions between them and both agreed to the Statements of Accounts attached as Exhibits 1-5.
15. Defendant voluntarily accepted and retained the benefit conferred by the Plaintiffs. It would be unjust for the Defendant to accept the transportation and transportation related services provided and performed by the Plaintiffs and Defendant not fully pays for them.
16. Defendant owes the Plaintiffs \$188,005.78 for the Plaintiffs' services.
17. WHEREFORE, PRO TRANSPORT, INC. PRO TTRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and and PRO TRANSPORT CHARLESTON, INC. demand judgment against SEABOARD MARINE LTD., INC. in their favor in the amount of \$188,005.78 (One Hundred Eighty-Eight Thousand Five Dollars and Seventy-Eight Cents), not including pre-judgment interest, court costs and reasonable attorneys fees, which should also be adjudged against SEABOARD MARINE LTD. INC. and in favor of Plaintiffs.

COUNT THREE – ACCOUNT STATED

18. Plaintiffs reallege and reaffirm paragraphs 1-8 as if restated verbatim.
19. Prior to the filing of this action, Plaintiffs and Defendant had business transactions between them and both agreed to the Statements of Accounts attached as Exhibits 1-5.

20. Defendant agreed to make payment to Plaintiffs for all amounts reflected on the Statements attached as Exhibits 1-5 on "Net 30" terms. Defendant has not made full payment to Plaintiffs resulting in a total amount due of \$188,005.78.
21. WHEREFORE, PRO TRANSPORT, INC. PRO TRRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and and PRO TRANSPORT CHARLESTON, INC. demand judgment against SEABOARD MARINE LTD., INC. in their favor in the amount of \$188,005.78 (One Hundred Eighty-Eight Thousand Five Dollars and Seventy-Eight Cents), not including pre-judgment interest, court costs and reasonable attorneys fees, which should also be adjudged against SEABOARD MARINE LTD. INC. and in favor of Plaintiffs.

COUNT FOUR – BREACH OF CONTRACT

22. Plaintiffs reallege and reaffirm paragraphs 1-8 as if restated verbatim.
23. A valid and enforceable contract exists between each of the Plaintiffs and Defendant.
24. Plaintiffs agreed to provide Defendant with transportation and transportation related services in exchange for Defendant making payment to Plaintiff on "Net 30" terms.
25. Plaintiffs indeed provided transportation and transportation related services to Defendant.
26. Defendant has breached the contract by failing to make full payment to Plaintiffs.
27. Plaintiffs have made reasonable demands upon Defendant for full payment without any success.
28. Plaintiffs have complied with all conditions precedent to the filing of this action.
29. Plaintiffs have suffered damages as a result of Defendant's breach.
30. WHEREFORE, PRO TRANSPORT, INC. PRO TRRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC. and and PRO TRANSPORT CHARLESTON, INC. demand judgment against SEABOARD MARINE LTD., INC. in their favor in the amount of \$188,005.78 (One Hundred Eighty-Eight Thousand Five Dollars and Seventy-Eight Cents), not including pre-judgment interest, court costs and reasonable attorneys fees, which should also be adjudged against SEABOARD MARINE LTD. INC. and in favor of Plaintiffs

DATED this 15th day of April, 2016.

Respectfully submitted,

/s/

MICHAEL SHELLEY
Florida Bar No. 999016
THE SHELLEY LAW FIRM, LLC
Mailing: 1521 Alton Road #870
Miami Beach, FL 33139
Email: Michael@shelleylawfirm.com
Tel: 305-798-5522

PRO TRANSPORT INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (305) 884-4186 Fax: (305) 884-6254

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 8001 NW 79TH AVE
 ATTN INTERMODAL DEPT
 MIAMI, FL 33166

Contact: MARIA ROMERO / CLARA MATEUS
 (305) 530-1110
 (305) 530-2299
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
83980	01/05/2016	4224934	1,113.60	91-120	1,113.60				
84069	01/05/2016	FIRST COAST DEPO	954.44	91-120	954.44				
84113	01/06/2016	4282686	515.04	91-120	515.04				
84130	01/06/2016	FIRST COAST DEPO	3,817.76	91-120	3,817.76				
84238	01/07/2016	4282686	867.22	91-120	867.22				
84248	01/07/2016	FIRST COAST DEPO	2,390.22	91-120	2,390.22				
84323	01/08/2016	FIRST COAST DEPO	1,913.00	91-120	1,913.00				
84324	01/08/2016	VSC4334033A	98.35	91-120	98.35				
84405	01/15/2016	4333635	503.90	61-90	503.90				
84416	01/15/2016	FIRST COAST DEPO	15,748.26	61-90	15,748.26				
84501	01/20/2016	4333500	1,435.16	61-90	1,435.16				
84502	01/20/2016	4336889	75.00	61-90	75.00				
84503	01/20/2016	4338307	519.22	61-90	519.22				
84504	01/20/2016	4338986	1,015.99	61-90	1,015.99				
84505	01/20/2016	4346712	1,519.89	61-90	1,519.89				
84506	01/20/2016	4346743	1,444.89	61-90	1,444.89				
84507	01/20/2016	FIRST COAST DEPO	6,203.86	61-90	6,203.86				
84551	01/25/2016	4305568	389.00	61-90	389.00				
84576	01/28/2016	4318081	1,003.46	61-90	1,003.46				
84577	01/28/2016	4327595	1,011.52	61-90	1,011.52				
84578	01/28/2016	4331451	1,105.08	61-90	1,105.08				
84579	01/28/2016	4333635	1,015.99	61-90	1,015.99				
84580	01/28/2016	SB LOADS	569.22	61-90	569.22				
84581	01/28/2016	4340964	517.82	61-90	517.82				
84582	01/28/2016	BUNDLE	687.65	61-90	687.65				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 34,765.91	\$ 11,669.63	\$ 0.00	\$ 46,435.54

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 1630 PORT BLVD
 MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
 (305) 863-4444
 (305) 863-4624
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
32861	07/02/2015	MIA4130616A	2,674.00	>120	2,674.00				
33279	08/04/2015	CAN4173145A	220.96	>120	220.96				
33367	08/11/2015	MIA4161926A002	765.00	>120	765.00				
34007	09/25/2015	CAN4208361A	149.00	>120	149.00				
34009	09/25/2015	MIA4204068A	722.16	>120	722.16				
34010	09/25/2015	MIA4208440A	2,483.90	>120	2,483.90				
34011	09/25/2015	MIA4217829A	1,860.25	>120	1,860.25				
34012	09/25/2015	MIA4222389A	218.06	>120	218.06				
34013	09/25/2015	MIA4222493A	1,162.30	>120	1,162.30				
34014	09/25/2015	MIA4231602A	807.12	>120	807.12				
34015	09/25/2015	MIA4233447A	392.35	>120	392.35				
34015	10/08/2015	MIA4233447A	8.85	>120	8.85				
34016	09/25/2015	MIA4208807A	759.52	>120	759.52				
34017	09/25/2015	MIA4232862A	197.75	>120	197.75				
34018	09/25/2015	MIA4232862A	698.56	>120	698.56				
34122	10/12/2015	CHI4230205A	100.00	>120	100.00				
34159	10/06/2015	MIA4245185A	419.14	>120	419.14				
34180	10/09/2015	MIA4222494A	1,227.30	>120	1,162.30				
34317	10/20/2015	MIA4254444A	587.05	>120	587.05				
34318	10/20/2015	MIA4254763A	1,298.00	>120	1,298.00				
34319	10/20/2015	MIA4255468A	1,298.00	>120	1,298.00				
34320	10/20/2015	MIA4255873A	2,095.68	>120	2,095.68				
34321	10/20/2015	MIA4255883A	1,298.00	>120	1,298.00				
34322	10/20/2015	MIA4256114A	807.12	>120	807.12				
34323	10/20/2015	MIA4258721A	401.20	>120	401.20				
34324	10/20/2015	MIA4260081A	710.84	>120	710.84				
34325	10/20/2015	MIA4260082A	710.84	>120	710.84				
34326	10/20/2015	MIA4260587A	1,397.12	>120	1,397.12				
34684	11/20/2015	MIA4285076A	1,206.43	>120	1,206.43				
34824	11/27/2015	MIA4291693A	1,706.00	>120	1,706.00				
34861	12/02/2015	CHI4304469A	1,226.60	>120	200.00	8875	W/T12/18/2015	12/18/2015	1,026.60
34939	12/09/2015	MIA4227143A	65.00	>120	65.00				
35138	01/04/2016	MIA4326452A	2,859.04	91-120	2,859.04				
35221	01/05/2016	ATL4333111A	1,576.90	91-120	1,576.90				
35222	01/05/2016	MIA4312262A	1,218.00	91-120	1,218.00				

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
1630 PORT BLVD

MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
(305) 863-4444
(305) 863-4624
(305) 530-1110
(305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
35223	01/05/2016	MIA4315461A	1,328.50	91-120	1,328.50				
35225	01/05/2016	MIA43377104A	503.68	91-120	503.68				
35226	01/05/2016	MIA4340571A	1,276.00	91-120	1,276.00				
35227	01/05/2016	MIA4269113A	1,895.02	91-120	1,895.02				
35228	01/05/2016	CHI4305322A	613.30	91-120	613.30				
35229	01/05/2016	MIA4295403A	3,063.84	91-120	3,063.84				
35230	01/05/2016	MIA4300200A	1,019.52	91-120	1,019.52				
35231	01/05/2016	MIA4282679A	2,919.14	91-120	2,919.14				
35232	01/05/2016	MIA4309730A	3,861.14	91-120	3,861.14				
35233	01/05/2016	MIA4298761A	1,019.52	91-120	1,019.52				
35234	01/05/2016	MIA4305406A	3,063.84	91-120	3,063.84				
35235	01/05/2016	MIA4316252A	834.73	91-120	834.73				
35236	01/05/2016	CHI4316375A	1,209.20	91-120	1,209.20				
35237	01/05/2016	MIA4292504A	1,995.02	91-120	1,995.02				
35238	01/05/2016	MIA4323205A	1,456.27	91-120	1,456.27				
35239	01/05/2016	CHI4324758A	1,103.71	91-120	1,103.71				
35240	01/05/2016	MIA4303357A	1,983.30	91-120	1,983.30				
35241	01/05/2016	MIA4307582A	5,464.00	91-120	5,464.00				
35242	01/05/2016	MIA4319441A	1,288.46	91-120	1,288.46				
35244	01/05/2016	MIA4326242A	4,422.60	91-120	4,422.60				
35246	01/06/2016	MIA4320949A	3,673.15	91-120	3,673.15				
35247	01/06/2016	MIA4330873A	1,128.81	91-120	1,128.81				
35248	01/06/2016	MIA4331455A	1,182.16	91-120	1,182.16				
35249	01/06/2016	MIA4335793A	1,300.00	91-120	1,300.00				
35250	01/06/2016	CHI4324821A	2,180.60	91-120	2,180.60				
35251	01/06/2016	MIA4303420A	889.43	91-120	889.43				
35252	01/06/2016	MIA4303439A	989.90	91-120	989.90				
35253	01/06/2016	MIA4331765A	1,521.48	91-120	1,521.48				
35254	01/06/2016	MIA4333762A	1,173.98	91-120	1,173.98				
35371	01/15/2016	MIA4303441A	1,979.80	61-90	1,979.80				
35372	01/15/2016	MIA4328524A	898.56	61-90	898.56				
35373	01/15/2016	MIA4330784A	1,479.46	61-90	1,479.46				
35374	01/15/2016	MIA4332309A	2,613.72	61-90	2,613.72				
35486	01/29/2016	CHI4316375A	983.24	61-90	954.44				
35487	01/29/2016	MIA4331313A	8,717.00	61-90	8,717.00				

PROTRANSPORT JACKSONVILLE INC

PO BOX 821700 PEMBROKE PINES, FL 33082

Phone: (904) 899-0007 Fax: (904) 900-2099

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 1630 PORT BLVD
 MIAMI, FL 33132

Contact: ANDRES ABREU/MARIA ROMERO
 (305) 863-4444
 (305) 863-4624
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
35488	01/29/2016	MIA4332825A	1,461.60	61-90	1,461.60				
35489	01/29/2016	MIA4336790A	709.92	61-90	709.92				
35490	01/29/2016	MIA4337710A	3,525.76	61-90	3,525.76				
35491	01/29/2016	MIA4341194A	3,022.08	61-90	3,022.08				
35492	01/29/2016	MIA4344677A	3,022.08	61-90	3,022.08				
35493	01/29/2016	MIA4346313A	907.36	61-90	907.36				
35494	01/29/2016	MIA4349208A	1,753.22	61-90	1,753.22				
35588	02/03/2016	MIA4331765AA	503.68	61-90	503.68				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 31,548.68	\$ 60,014.24	\$ 28,582.50	\$ 120,145.42

PRO TRANSPORT SAVANNAH INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (912) 944-4445 Fax: (912) 944-4406

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 1630 PORT BLVD

 MIAMI, FL 33132

Contact: MARIA ROMERO
 (305) 530-1110
 (305) 530-2229
 (305) 530-1110
 (305) 530-2229

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
12655	07/31/2015	MIA4155453A	1,243.75	>120	1,243.75				
12757	08/07/2015	MIA4155500A	955.00	>120	955.00				
12897	08/18/2015	4156297A	1,195.00	>120	1,195.00				
12898	08/18/2015	CHI4162005A	1,875.63	>120	1,875.63				
12971	08/28/2015	MIA4179655	493.68	>120	493.68				
13073	09/04/2015	GLDU7083353	740.00	>120	740.00				
13074	09/04/2015	MIA402604A	1,176.74	>120	1,176.74				
13075	09/04/2015	MIA4179607A	522.54	>120	522.54				
13076	09/04/2015	MIA4180347A	1,513.62	>120	1,513.62				
13077	09/04/2015	MIA4187046A	1,149.50	>120	1,149.50				
13078	09/04/2015	MIA4189512A	435.60	>120	435.60				
13079	09/04/2015	MIA4190451A	1,645.56	>120	1,645.56				
14582	01/04/2016	MIA4333762	692.64	91-120	692.64				
15020	02/03/2016		668.16	61-90	668.16				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 668.16	\$ 692.64	\$ 12,946.62	\$ 14,307.42

PRO TRANSPORT CHARLESTON INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (843) 225-4211 Fax: (843) 225-4215

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE LTD
 ATTN INTERMODAL DEPT
 8001 NW 79TH AVENUE
 MIAMI, FL 33166

Contact:
 (305) 530-1110
 (305) 530-2299
 (305) 530-1110
 (305) 530-2299

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
32938	12/22/2015	MIA4324745A	716.04	91-120	716.04				
32970	01/04/2016	MIA4339157	692.64	91-120	692.64				
33028	01/11/2016	4285546B006	709.92	91-120	709.92				
33153	01/28/2016	MIA4343593	850.14	61-90	850.14				
33177	02/03/2016	MIA4334664A	882.30	61-90	882.30				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 1,732.44	\$ 2,118.60	\$ 0.00	\$ 3,851.04

PRO TRANSPORT INC
 PO BOX 821700 PEMBROKE PINES, FL 33082
 Phone: (305) 884-4186 Fax: (305) 884-6254

STATEMENT OF ACCOUNT

As of 4/11/2016

Customer: SEABOARD MARINE/REPAIRS
 ATEN JUAN RODRIGUEZ
 1630 PORT BLVD
 MIAMI, FL 33132

Contact:
 () -
 () -
 (305) 530-1110
 (305) 530-2229

Invoice #	Date	Reference	Total	Aging	Balance	Receipt #	Check #	Date	Applied
81955	09/17/2015	4220309	850.00	>120	850.00				
81958	09/17/2015	MIA4194676	440.75	>120	440.75				
82740	10/30/2015	4273347	508.80	>120	508.80				
83649	12/18/2015	4292626	404.70	91-120	404.70				
84329	01/08/2016	4340760	612.37	91-120	612.37				
84332	01/12/2016	CHI4324814A	449.34	61-90	449.34				

Aging	Current	31 to 60	61 to 90	91 to 120	Over 120	Total
	\$ 0.00	\$ 0.00	\$ 449.34	\$ 1,017.07	\$ 1,799.55	\$ 3,265.96

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE COUNTY
FLORIDA

GENERAL JURISDICTION DIVISION

CASE NUMBER:16-009612-CA-01(08)

PRO TRANSPORT INC.,
PRO TRANSPORT JACKSONVILLE, INC.
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs,
vs.

SEABOARD MARINE LTD, INC.

Defendant.

DEFENDANT SEABOARD MARINE LTD, INC.' MOTION TO DISMISS COMPLAINT

COMES NOW, Defendant SEABOARD MARINE LTD, INC. ("SEABOARD") by and through its undersigned attorneys and pursuant to the applicable Florida Rules of Civil Procedure and legal authority cited herein files this, its Motion to Dismiss Plaintiffs' Complaint, and in support thereof further states as follows:

**PLAINTIFFS' BREACH OF CONTRACT COUNT IS IMPROPER AS A MATTER OF
LAW AS THE PLAINTIFFS FAILED TO ATTACH A COPY OF THE SUBJECT
CONTRACT**

Florida Rule of Civil Procedure 1.130(a) unambiguously provides that all contracts or documents "**upon which action may be brought . . . shall be incorporated in or attached to the pleading.**" It is well-established that when a party brings an action based upon a contract and fails to attach a necessary exhibit under *Rule 1.130(a)*, the opposing party may attack the failure to attach a necessary exhibit through a motion to dismiss. *See, Safeco Ins. Co. v. Ware,*

401 So. 2d 1129, 1130 (Fla. 4th DCA 1981); *Diaz v. Bell Microproducts-Future Tech, Inc.*, 43 So. 3d 138, 140 (Fla. 3d DCA 2010); *Samuels v. King Motor Co.*, 782 So. 2d 489, 500 (Fla. 4th DCA 2001). Where a complaint is based on a written instrument, such is the case in this instance, the complaint "does not state a cause of action until the instrument or an adequate portion thereof is attached to or incorporated in" the complaint. *Id.*

In this case, although Count IV is a breach of contract claim the Plaintiffs have failed to attach the alleged written instrument that forms the basis of their claim. Accordingly, SEABOARD would respectfully submit based on the foregoing precedent that the Complaint is patently defective and must be dismissed as a matter of law. *Id.*

**PLAINTIFFS' UNJUST ENRICHMENT COUNT SHOULD BE DISMISSED AS A
MATTER OF LAW BECAUSE THE ALLEGED EXISTENCE OF A CONTRACT
BETWEEN THE PARTIES**

It is firmly-settled that where an express contract exists between parties then unjust enrichment is unavailable as a form of relief. *See, e.g., Santovenia v. Confederation Life Ass'n*, 460 F.2d 805, 811 (5th Cir. 1972) (“[t]hat principle of quasi contract [unjust enrichment] is not applicable to agreements deliberately entered into by the parties”). The Florida state court authorities are equally clear. *Mobil Oil Corp. v. Dade County Esoil Mgmt. Co., Inc.*, 982 F. Supp. 873, 880 (S.D. Fla. 1997) (upon showing that an express contract exists, a claim for unjust enrichment must necessarily fail); *Snyderburn v. Moxley*, 652 So.2d 945, 947 (Fla. 5th DCA 1995) (“where an express agreement exists, quantum meruit is not available; the rights and obligations of the parties are governed by the agreement”) (emphasis in original); *Hoon v. Pate Constr. Co., Inc.*, 607 So.2d 423, 427 (Fla. 4th DCA 1992), review denied, 618 So.2d 210 (Fla. 1993) (contracts may be implied only where there is no express contract); *H & H Design Builders, Inc. v. Travelers' Indem. Co.*, 639 So.2d 697, 700 (Fla. 5th DCA 1994).

In the instant case, the allegations of the Complaint establish that Plaintiffs' causes of action for unjust enrichment emanate solely from an express contract between the parties. The Plaintiffs allege that they entered into a written contract with SEABOARD. Complaint ¶ 23. Moreover, the Plaintiffs allege that the "Defendant has breached the contract by failing to make full payment to the Plaintiffs." Complaint ¶ 26. In fact, Plaintiffs have asserted an entire Count devoted to the theory of breach of contract. Accordingly, Count II of the Complaint for unjust enrichment must be dismissed as a matter of law.

WHEREFORE, for the above reasons, Defendant SEABOARD MARINE LTD, INC. respectfully requests this Honorable Court to dismiss the Complaint filed against them and grant such further relief it deems appropriate.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this ___9th___ day of ___May___, 2016 to: Michael Shelley, Esq. Michael@shelleylawfirm.com THE SHELLEY LAW FIRM LLC., 1521 Alton Road Suite #870, Miami Beach, Florida 33139, by e-mail and/or e-Portal.

BLANCK, COOPER & HERNANDEZ, P.A.
5730 S.W. 74th Street, Suite #700
Miami, Florida 33143
Phone: (305) 663-0177
Facsimile: (305) 663-0146

BY: //Jonathan Hernandez, Esq.
Robert W. Blanck, Esquire
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Email: rblanck@shiplawusa.com
Jonathan Hernandez, Esquire
Florida Bar Number: 069047
Email: jhernandez@shiplawusa.com
Attorneys for SEABOARD MARINE

7639/Mtn.Dismiss.Unjust

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 16-009612-CA-01

R. Transport Inc., et al

Plaintiff(s),

vs.

Seaboard Marine Ltd. Inc

Defendant(s).

ORDER
GRANTING/DENYING
PLAINTIFF'S/DEFENDANT'S

THIS CAUSE having come on to be heard on July 7, 2016
on Plaintiff's/Defendant's Motion

Seaboard's Motion to Dismiss

and the Court having heard argument of counsel, and being otherwise advised in the premises, it is
hereupon

ORDERED AND ADJUDGED that said Motion be, and the same is hereby *file and serve*

Denied. Seaboard has twenty days to provide
an Answer to Complaint.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 7 day of

July 2016

Gisela Cardonne Ely
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

117.01-254 1/03

Gisela Cardonne Ely

JUL 07 2016

Circuit Court Judge

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE COUNTY
FLORIDA

GENERAL JURISDICTION DIVISION

CASE NUMBER:16-009612-CA-01(08)

PRO TRANSPORT INC.,
PRO TRANSPORT JACKSONVILLE, INC.
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs,
vs.

SEABOARD MARINE LTD, INC.

Defendant.

**SEABOARD MARINE LTD, INC.'S MOTION FOR EXTENSION OF TIME
TO RESPOND TO PLAINTIFF'S COMPLAINT**

COMES NOW, the Defendant, SEABOARD MARINE LTD, INC. ("SEABOARD"), by and through its undersigned attorneys and files this its Motion for Extension of Time to Respond to the Plaintiffs' Complaint, pursuant to Rule 1.090 and other applicable Florida Rules of Civil Procedure and in further support thereof states as follows:

1. SEABOARD has until July 27, 2016, to file its response to Plaintiffs' Complaint.
2. The undersign has been working diligently in an attempt to fully research the pertinent issues so that he could file SEABOARD's response to the Complaint prior to the deadline for filing, however despite his best efforts he has been unable to do so for the following reasons:
 - a. The undersign in the past month has had an unusually heavy litigation calendar;

- b. The undersign had multiple pre-arraigned summer holiday trips that had taken place in the past several weeks; and
 - c. The undersigned works at a small defense firm and as such he is the only individual working on this case while having to also manage numerous other cases in litigation.
3. SEABOARD anticipates that a brief extension of time up to and including August 9, 2016, will be sufficient to permit them the opportunity to fully respond to the Complaint.
4. This Motion has been filed in good faith and has not been filed to cause undue delay. Furthermore, none of the Parties will be prejudiced by the granting of this Motion.
5. SEABOARD respectfully submits that this requested extension will not materially delay the resolution of the case and will allow them to address fully all the pertinent issues in this case, thereby aiding the Court in the orderly disposition of this matter.
6. Lastly, this is the first request for an extension and the undersign counsel does not foresee a need for any additional extensions of time should this request be granted.

THE RULES OF FLORIDA CIVIL PROCEDURE GRANT WIDE LATITUDE TO ENLARGE A PARTY'S OPPORTUNITY TO RESPOND TO A COMPLAINT

Pursuant to the Florida Rules of Civil Procedure, a Trial Court is empowered to enlarge a party's period to respond to a Complaint. See Fla. R. Civ. P. 1.090(b). Specifically, the Florida Rules of Civil Procedure state that a Trial Court may enlarge the period for an act to be done before the expiration of the specified period upon the showing of "cause". Id.

Florida Courts have interpreted Florida Rule of Civil Procedure 1.090(b) to connote that pre-expiration motions for extensions of time, as opposed to post-expiration motions, to merely require a showing of reasonable grounds. Litwinski v. Weitzer Country Homes, Inc., 711 So. 2d 1390, 1391 (Fla. 3d DCA 1998). In Litwinski, the Third District Court of Appeal noted that a

petition for an extension of time prior to the expiration of the response period merely required a showing of reasonable cause. The Third District further noted that the showing of reasonable cause for an extension of time was below the “good cause” standard required for post expiration extensions. Id.; see also Khambaty v. Lepine, 734 So. 2d 1183 (Fla. 2d DCA 1999)(observing that a showing of reasonable cause was satisfied where the extension was sought on a second attempt to serve process on parties attempting to evade process, although acknowledging the allegation would not have risen to the level of good cause or excusable neglect).

As noted above SEABOARD has sought an extension because of matters beyond its control such as the heavy litigation calendar and pre-arranged vacations of the undersign. By granting SEABOARD the requested extension, the Court would permit SEABOARD the time necessary to complete the investigations necessary to support its response to the Complaint. Given the significance of Plaintiffs’ claims, SEABOARD’s request for an extension of time to respond is assuredly reasonable in nature. Accordingly, SEABOARD petitions this Court for a brief extension until August 9, 2016, to respond to Plaintiffs’ Complaint.

WHEREFORE, for the above reasons, Defendant SEABOARD MARINE LTD, INC. respectfully requests this Honorable Court to grant its Motion for the Extension of Time and permits them until August 9, 2016, to respond to Plaintiffs’ Complaint.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this 27th day of July, 2016 to: **Michael Shelley, Esq.** Michael@shelleylawfirm.com cori@shelleylawfirm.com THE SHELLEY LAW FIRM LLC., 1521 Alton Road Suite #870, Miami Beach, Florida 33139, by e-mail and/or e-Portal.

BLANCK, COOPER & HERNANDEZ, P.A.
5730 S.W. 74th Street, Suite #700
Miami, Florida 33143
Phone: (305) 663-0177
Facsimile: (305) 663-0146

BY: //Jonathan Hernandez, Esq.

Robert W. Blanck, Esquire
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Email: rblanck@shiplawusa.com
Jonathan Hernandez, Esquire
Florida Bar Number: 069047
Email: jhernandez@shiplawusa.com
Attorneys for SEABOARD MARINE

7639/Ext.Time.File.Complt

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR DADE COUNTY
FLORIDA

GENERAL JURISDICTION DIVISION

CASE NUMBER:16-009612-CA-01(08)

PRO TRANSPORT INC.,
PRO TRANSPORT JACKSONVILLE, INC.
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs,

vs.

SEABOARD MARINE LTD, INC.

Defendant.

**DEFENDANT SEABOARD MARINE LTD, INC.'S ANSWER AND AFFIRMATIVE
DEFENSES TO COMPLAINT AND COUNTERCLAIM AGAINST PRO TRANSPORT
INC., PRO TRANSPORT JACKSONVILLE, INC. PRO TRANSPORT SAVANNAH,
INC., AND PRO TRANSPORT CHARLESTON, INC.**

COMES NOW, Defendant SEABOARD MARINE LTD, INC. ("SEABOARD") by and through their undersigned counsel, and files this its Answer and Affirmative Defenses to Plaintiffs' Complaint and Counterclaim against PRO TRANSPORT, INC., PRO TRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC., and PRO TRANSPORT CHARLESTON, INC. (all Plaintiffs are collectively referred to as "PRO TRANSPORT"), and in support states the following:

ANSWER

GENERAL ALLEGATIONS

1. Neither admitted nor denied but strict proof demanded thereof.

2. Admitted that venue is proper. All other allegations not expressly admitted are accordingly denied.
3. It is admitted that PRO TRANSPORT provides transportation services. All other allegations not expressly admitted are accordingly denied.
4. Denied, lack of knowledge.
5. Admitted.
6. Denied.
7. Denied.
8. Denied.

COUNT ONE – SERVICES RENDERED

9. SEABOARD reincorporates by reference its response to the Complaint paragraphs 1 through 8 above as if set forth in full herein.
10. Denied.
11. Denied.
12. Denied, lack of knowledge.

COUNT TWO – UNJUST ENRICHMENT

13. SEABOARD reincorporates by reference its response to the Complaint paragraphs 1 through 8 above as if set forth in full herein.
14. It is admitted that prior to the filing of the suit that SEABOARD and PRO TRANSPORT had engaged in business transactions. All other allegations not expressly admitted are accordingly denied.
15. SEABOARD objects to the extent these allegations call for legal conclusions. Without waving said objection, SEABOARD admits it complied with all of its legal obligations

and the Plaintiffs' alleged damages were not caused by any fault or neglect of SEABOARD. All other allegations not expressly admitted are accordingly denied.

16. Denied.

17. Denied, lack of knowledge.

COUNT THREE – ACCOUNT STATED

18. SEABOARD reincorporates by reference its response to the Complaint paragraphs 1 through 8 above as if set forth in full herein.

19. It is admitted that prior to the filing of the suit that SEABOARD and PRO TRANSPORT had engaged in business transactions. All other allegations not expressly admitted are accordingly denied.

20. Denied.

21. Denied, lack of knowledge.

COUNT FOUR – BREACH OF CONTRACT

22. SEABOARD reincorporates by reference its response to the Complaint paragraphs 1 through 8 above as if set forth in full herein.

23. SEABOARD objects to the extent these allegations call for legal conclusions. Without waving said objection, SEABOARD admits it complied with all of its legal obligations and the Plaintiff'’ alleged damages were not caused by any fault or neglect of SEABOARD. All other allegations not expressly admitted are accordingly denied.

24. It is admitted that prior to the filing of the suit that PRO TRANSPORT had provided transportation services to SEABOARD. All other allegations not expressly admitted are accordingly denied.

25. It is admitted that prior to the filing of the suit that PRO TRANSPORT provided container transportation services to SEABOARD. All other allegations not expressly admitted are accordingly denied.

26. Denied.

27. Denied.

28. Denied, lack of knowledge.

29. Denied.

30. Denied, lack of knowledge.

AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to comply with conditions precedent to filing suit.
2. The Complaint is governed by and subject to the terms and conditions of the SEABOARD tariff.
3. SEABOARD's damages exceed any purported damages, incurred by Plaintiffs, if any, thus SEABOARD is entitled to a set-off and/or a right of recoupment.
4. SEABOARD has suffered damage as a result of Plaintiffs' actions and therefore Plaintiffs' claims for breach of contract and unjust enrichment are barred.
5. The Plaintiffs have unclean hands, as more fully described in the Counterclaim filed by SEABOARD, which is incorporated herein by reference. The Plaintiffs' actions include but are not limited to the improper and unauthorized removal of SEABOARD's equipment that resulted in SEABOARD being improperly invoiced; and SEABOARD being owed by the Plaintiffs a daily rate for loss of use charge for all the equipment improperly transported by the Plaintiffs.

6. The doctrine of equitable estoppel precludes Plaintiffs from recovering on their claims. Plaintiffs actions as detailed in the Counterclaim, which includes but is not limited to the improper and unauthorized removal of SEABOARD's equipment makes it unjust and inequitable for the Plaintiffs to be awarded any recovery based on these actions.
7. The acts and/or omissions of Plaintiffs and/or their designated representatives over whom SEABOARD had no control or responsibility preclude and/or reduce any recovery to which Plaintiffs may be entitled when recovery is, in fact, denied.
8. To the extent Plaintiffs have incurred any losses or damages arising from the claims alleged in this lawsuit (which is denied), any relief or recovery by the Plaintiffs should be reduced or offset due to the failure of the Plaintiffs to mitigate their respective losses or damages, if any, in a proper, timely, reasonable and adequate fashion.
9. The Plaintiffs' demand are not properly supported by the records necessary to determine their authenticity for which reason they are denied.
10. SEABOARD has complied with all of the terms and conditions of the SEABOARD tariff.
11. SEABOARD reserves the right to amend and supplement its Affirmative Defenses pending completion of discovery.

**COUNTER PLAINTIFF SEABOARD'S COUNTERCLAIM AGAINST COUNTER
DEFENDANT PRO TRANSPORT**

COMES NOW, Counter Plaintiff SEABOARD, by and through its undersigned attorneys and pursuant to *Fla. R. Civ. P. 1.170* files this its Counterclaim against Counter Defendant PRO TRANSPORT, and for its reasons states as follows:

JURISDICTIONAL ALLEGATIONS

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees and is therefore within this Court's jurisdictional limits.
2. This Counterclaim arises from the same business transactions and occurrences, transportation services provided by PRO TRANSPORT to SEABOARD as referenced in the Complaint, and/or are so related to the claims asserted by PRO TRANSPORT that together they form part of the same case or controversy, and this Honorable Court has jurisdiction over the Counterclaim pursuant to *Fla. R. Civ. P. 1.170*.
3. PRO TRANSPORT are Florida corporations with the principle corporations place of business located at 10800 N.W. South River Drive, Miami, Florida 33178.
4. SEABOARD is a foreign corporation that engages in business as an international ocean carrier for hire that is authorized and conducts business within the State of Florida.
5. Venue is proper in this Court for the following reasons:
 - a. Because the principle place of business for SEABOARD and PRO TRANSPORT are within Miami-Dade County, Florida;
 - b. The numerous breaches committed by PRO TRANSPORT occurred in or in large part in Miami-Dade County, Florida; and

c. The monies due by PRO TRANSPORT to SEABOARD are to be paid in Miami-Dade County, Florida.

6. All conditions precedent to bringing this action have been performed, satisfied or waived prior to filing this action. SEABOARD has retained the law firm of Blanck, Cooper & Hernandez, PA. to represent its interest in these proceedings and has obligated itself to pay the firm reasonable attorneys' fee and court costs, which fees and costs are recoverable from PRO TRANSPORT pursuant to applicable law.

GENERAL FACTUAL ALLEGATIONS

7. SEABOARD is an ocean carrier in the business of transporting goods by water for hire, including shipping containerized cargo throughout the world. As part of its business SEABOARD employs third-party trucking companies such as PRO TRANSPORT to transport its intermodal cargo over land and particularly in the State of Florida.
8. PRO TRANSPORT has operations and terminals in both Jacksonville and Miami and it frequently operates between these two locations.
9. PRO TRANSPORT drivers would for many different reasons commonly be required to drive from Miami to Jacksonville. Unless they were hired to do so by a carrier such as SEABOARD these drivers would "deadhead," a trucking term meaning, driving from one point to another in this case Jacksonville, without cargo and more importantly at their own costs and expense.
10. It was certainly in the financial interest of PRO TRANSPORT and their drivers to avoid "deadheading" to Jacksonville, but rather in the alternative to move

equipment for carriers such as SEABOARD and thereby bill for their services. The average revenue generated for transporting equipment between Miami and Jacksonville was typically between \$475.00 and \$515.00.

11. SEABOARD has terminals and conducts operations in both Miami and Jacksonville as well. On occasion therefore SEABOARD had a business need for equipment to be moved from its facility in Miami to Jacksonville and PRO TRANSPORT was one of the trucking companies SEABOARD would authorize via email for PRO TRANSPORT to move SEABOARD designated equipment for a negotiated fee. (Authorized Shipments)
12. SEABOARD had a substantial business relationship with PRO TRANSPORT over an extended period of time and therefore PRO TRANSPORT was intimately familiar with SEABOARD's equipment exchange procedures in Miami.
13. Moreover, as a result of the long standing and substantial commercial relationship between SEABOARD and PORT TRANSPORT, SEABOARD personnel became very familiar and impliedly trusting of the PRO TRANSPORT drivers. Accordingly, when a PRO TRANSPORT driver arrived at the SEABOARD Miami terminal requesting equipment be released, SEABOARD employees relied on the accuracy of those representations and released equipment to PRO TRANSPORT. (Unauthorized Shipments)
14. PRO TRANSPORT took advantage of their familiarity with the SEABOARD procedures at the Port of Miami for their financial gain. Rather than "deadheading" to Jacksonville on their own cost and expense PRO TRANSPORT would without authorization secure equipment from SEABOARD's Miami

terminal and then transport that equipment to Jacksonville invoicing SEABOARD for a service that was neither authorized nor requested. This was all done to enrich PRO TRANSPORT at SEABOARD's cost and expense.

15. PRO TRANSPORT engaged in a systematic pattern of activity which was willful and deliberate.
16. Upon information and belief, from at least January 2015 until March 2016, PRO TRANSPORT willfully and systematically engaged in over 1100 separate and unauthorized moves of SEABOARD equipment which was then billed to and paid for by SEABOARD.
17. SEABOARD paid in-excess of \$300,000 to PRO TRANSPORT for these Unauthorized Shipments and none of these monies have been reimbursed to SEABOARD.
18. Furthermore, once these Unauthorized Shipments were transported to Jacksonville they remain unused for different periods of time. SEABOARD's principle place of business is Miami where the majority of its equipment is maintained and used. Its Jacksonville depot is much smaller and as a result SEABOARDs needs to store equipment there are far less. Because of PRO TRANSPORT's unauthorized activity SEABOARD now had equipment in Jacksonville which was no authorized to be there.
19. There is an associated cost or fee for Unauthorized Shipments of SEABOARD's equipment sitting idle. A cost which is governed by SEABOARD's tariffs. While these approximately 1100 unauthorized shipments were sitting idle in Jacksonville waiting to be utilized by SEABOARD they were subject to the

SEABOARD tariff, which PRO TRANSPORT knew or should have known about as a result of their long term commercial relationship.

20. Pursuant to Rule 021-010 of the SEABOARD tariff, SEABOARD is entitled to a daily detention rate for a loss of use charge from PRO TRANSPORT for each day in which the unauthorized shipment was improperly sitting idle in Jacksonville.
21. The applicable daily detention rate for loss of use charge owed by PRO TRANSPORT pursuant to the SEABOARD tariff is calculated by multiplying the rate for the particular size and type of equipment from the day it arrived in Jacksonville as an unauthorized shipment until the day it was sent to a client.
22. To date, PRO TRANSPORT is responsible for and owes SEABOARD an amount in excess of \$1,500,000.00 in daily rate for loss of use charges; none of which has been paid.
23. Between the monies paid by SEABOARD to PRO TRANSPORT in Unauthorized Shipments and the monies owed by PRO TRANSPORT in daily charges for loss of use, the total monies currently owed by PRO TRANSPORT to SEABOARD are in excess of \$1,900,000.00.

COUNT ONE – BREACH OF SEABOARD’S TARIFF

24. SEABOARD re-alleges and re-affirms paragraphs 1 through 23 of the Counterclaim as if re-stated verbatim.
25. SEABOARD has on file certain tariff provisions which control the terms and conditions for the use of the equipment.
26. PRO TRANSPORT was subject to the terms and conditions of SEABOARD tariff when they moved SEABOARD equipment.

27. The applicable tariff is Rule 021-010 entitled "Equipment Demurrage & Free Time In US Ports" and the terms and conditions are as follows for the pertinent dates:

II. Equipment Use Charges (Per Diem)

Per Diem Schedule Applicable For Merchant Haulage And
Carrier Haulage (Applicable For Imports Or Exports).

Equipment

Dry Containers:

\$50.00 Per Day Or Fraction Thereof

Dry Container With Chassis:

\$75.00 Per Day Or Fraction Thereof

Refrigerated (Temperature Controlled) Containers

\$160 Per Day Or Fraction Thereof

Refrigerated (Temperature Controlled) Containers With Chassis:

\$185 Per Day Or Fraction Thereof

Flatracks, Open Tops Or Tank Equipment

75.00 Per Day Or Fraction Thereof

Flatracks, Open Tops Or Tank Equipment With Chassis \$100.00 Per Day
Or Fraction Thereof

28. PRO TRANSPORT moved equipment to Jacksonville without SEABOARD's authorization in violation of the tariff.
29. Equipment remained unused in Jacksonville for periods of time in violation of the SEABOARD tariff.

30. PRO TRANSPORT has materially breached SEABOARD's tariff by its unauthorized actions.
31. As a direct result of PRO TRANSPORT's breach, SEABOARD has suffered damages, plus interest, costs, and attorneys' fees as may be allowed pursuant to Florida law.

COUNT TWO – FRAUD

32. SEABOARD re-alleges and re-affirms paragraphs 1 through 23 of the Counterclaim as if re-stated verbatim.
33. PRO TRANSPORT defrauded SEABOARD by willfully and deliberately scheming to transport equipment from the SEABOARD Miami terminal based upon a misrepresentation that the equipment was an authorized shipment, all the while knowing that they did not have the requisite authorization from SEABOARD to move such equipment.
34. Thereafter, as part of PRO TRANSPORT's scheme it defrauded SEABOARD by willfully, deliberately and fraudulently invoicing SEABOARD for these Unauthorized Shipments knowing that SEABOARD had not requested these shipments in the first place and the sole reason it was done was to improperly enrich PRO TRANSPORT to SEABOARD detriment.
35. This scheme to defraud SEABOARD by invoicing SEABOARD for these Unauthorized Shipments damaged SEABOARD.
36. The purpose of PRO TRANSPORT's scheme was to intentionally and knowingly mislead and deceive SEABOARD to SEABOARD's detriment.

37. SEABOARD justifiably relied upon the false representations referenced above when making payments on these fraudulent invoices for Unauthorized Shipments.
38. PRO TRANSPORT knew or should have known, that SEABOARD would rely on the erroneous representations when making payments on these unauthorized invoices.
39. As a direct result of PRO TRANSPORT's actions, SEABOARD has suffered damages, plus interest, costs, and attorneys' fees as may be allowed pursuant to Florida law.

COUNT THREE – UNJUST ENRICHMENT

40. SEABOARD re-alleges and re-affirms paragraphs 1 through 23 of the Counterclaim as if re-stated verbatim.
41. PRO TRANSPORT was unjustifiably enriched in receiving payments by SEABOARD for Unauthorized Shipments.
42. SEABOARD has been damaged as a result of PRO TRANSPORT's actions and equity requires that PRO TRANSPORT pay SEABOARD.
43. As a direct result of PRO TRANSPORT's actions, SEABOARD has suffered damages, plus interest, costs, and attorneys' fees as may be allowed pursuant to Florida law.

WHEREFORE, Counter Plaintiff SEABOARD MARINE LTD, INC. demands entry of a judgment against Counter Defendants PRO TRANSPORT, INC., PRO TRANSPORT JACKSONVILLE, INC., PRO TRANSPORT SAVANNAH, INC., and PRO TRANSPORT CHARLESTON, INC. for damages in excess of \$1,900,000.00, plus

costs, interest, attorneys' fees and such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished this 1st day of August , 2016 to: **Michael Shelley, Esq.** Michael@shelleylawfirm.com; cori@shelleylawfirm.com THE SHELLEY LAW FIRM LLC., 500 South Pointe Drive, Suite #140, Miami Beach, Florida 33139, by e-mail and/or e-Portal.

BLANCK, COOPER & HERNANDEZ, P.A.
5730 S.W. 74th Street, Suite #700
Miami, Florida 33143
Phone: (305) 663-0177

BY: //s// Robert W. Blanck, Esq.

Robert W. Blanck, Esquire
Florida Bar Number: 311367
Email: rblanck@shiplawusa.com
Jonathan Hernandez, Esquire
Florida Bar Number: 069047
Email: jhernandez@shiplawusa.com
Attorneys for SEABOARD MARINE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 16-9612-CA-01

PRO TRANSPORT, INC.,
PRO TRANSPORT JACKSONVILLE, INC.,
PRO TRANSPORT SAVANNAH, INC., and
PRO TRANSPORT CHARLESTON, INC.

Plaintiffs,

vs.

SEABOARD MARINE LTD., INC.,

Defendant.

MOTION TO DISMISS DEFENDANT'S COUNTERCLAIM

COME NOW Plaintiffs, by and through the undersigned counsel, and serve their Motion to Dismiss Defendant's Counterclaim, and state as follows:

Introduction.

This action is predicated upon Seaboard's failure to pay the Plaintiffs approximately \$200,000 for transporting its intermodal containers on the Plaintiffs' trucks to destinations specifically directed and authorized by Seaboard. Seaboard, which is a multi-billion-dollar international shipping company, is squeezing a locally family-owned company over a debt that is crucial to the continued operations of the Plaintiffs, but is barely significant to Seaboard's overall balance sheet. Seaboard's conduct is indeed pernicious. In furtherance of its goal of delaying justice, Seaboard has filed a Counterclaim seeking almost \$2,000,000 as reimbursement for past payments

and manufactured penalties for the Plaintiffs' past transports of its intermodal containers that were in fact specifically directed and authorized by Seaboard.

The Plaintiffs moved Seaboard's intermodal containers on its trucks mostly from Seaboard's marine terminal at the Port of Miami to the Port of Jacksonville, where Seaboard also operates a marine terminal. Seaboard wants this Court to believe the following fiction, that the Plaintiffs' truck drivers:

1. Trespassed on Seaboard's property, which is at the Port of Miami, one of the most secured properties in the nation because of Department of Homeland Security regulations;
2. Coerced Seaboard's crane operators to lift and place the intermodal containers on the chassis attached to the Plaintiffs' trucks, or hooked their trucks up to chassis that were already loaded with the containers;
3. Drove off of Seaboard's property with the intermodal containers without the knowledge, cooperation and/or assistance of Seaboard's employees and various security personnel;
4. Continued to drive on I-95 for 385 miles with Seaboard's stolen property;
5. Delivered the containers to Seaboard's property at the Port of Jacksonville, a heavily fortified property because of Department of Homeland Security regulations, where employees of Seaboard unknowingly allowed the Plaintiffs' trucks onto their property with these allegedly stolen containers;
6. Convinced Seaboard's crane operators there in Jacksonville to offload the intermodal containers from the chassis.

And, that for 1,100 of these transports, the Plaintiffs submitted bills totaling \$300,000 for these illegal transports to Seaboard, which Seaboard paid without any questions.¹

Chutzpah doesn't even begin to describe this hallucination.

¹ See Paragraph 19, Counterclaim

The Counterclaim purportedly asserts three causes of action: 1) "Breach of Seaboard's Tariff"; 2) Fraud; and 3) Unjust Enrichment. Seaboard's Counterclaim fails to state a cause of action and should be dismissed pursuant to Rule 1.140(b)(6), Fla. R. Civ. P.

Legal Analysis.

1. Seaboard's "Breach of Tariff" count fails to state a cause of action.

Florida does not recognize a cause of action for "Breach of Tariff". No jurisprudence could be located articulating such a theory of liability. If Seaboard is attempting to frame a Breach of Contract action, Seaboard has failed. While Seaboard references a "Rule 021-010", Seaboard has not alleged that Plaintiffs agreed to such tariff through a binding contract. Seaboard merely alleges that Plaintiffs were "subject" to the terms and conditions of this alleged tariff² and that Pro Transport knew or should have known about this tariff.³

Seaboard did not even attach this alleged tariff rule to the Counterclaim. Seaboard has not alleged how such a tariff was promulgated and how Pro Transport was purportedly bound by it. Seaboard also failed to attach to the Counterclaim the contract or other document which purportedly binds the Plaintiffs to this alleged rule.

Rule 1.130, Fla. R. Civ. P. requires that all documents upon which a cause of action may be brought "...shall be incorporated in or attached to the pleading." Where a complaint is based on a written instrument, the complaint does not state a cause of action until the instrument or an adequate portion thereof is attached to or incorporated

² See Paragraphs 25-26, Counterclaim

³ See Paragraph 19, Counterclaim

in the complaint. *See, Samuels v. King Motor Co. of Fort Lauderdale*, 782 So.2d 489 (Fla. 4th DCA 2001).

Assuming arguendo that Seaboard has disguised a breach of contract action into the titular "Breach of Tariff" count, Seaboard has also failed to plead the requisite elements for a cause of action. The elements for bringing a cause of action for breach of contract are: (1) a valid contract; (2) material breach; and (3) damages. *See e.g., Medical Jet, S.A. v. Signature Flight Support-Palm Beach, Inc.*, 941 So.2d 576, 581 (Fla. 4th DCA 2006), *citing J.J. Gumberg Co. v. Janis Servs., Inc.*, 847 So.2d 1048, 1049 (Fla. 4th DCA 2003). The Counterclaim is barren as to a valid contract between the parties regarding the alleged tariff.

Because of the foregoing failures, Count One of Seaboard's Counterclaim should be dismissed.

2. Seaboard's fraud count fails to state a cause of action.

Count Two of Seaboard's Counterclaim seeks damages for the Plaintiffs' alleged fraud in transporting Seaboard's intermodal containers. In fact, Seaboard is actually seeking reimbursement from the Plaintiffs in the amount of \$300,000⁴ for the transportation of its intermodal containers which Seaboard has the temerity to claim was not authorized. Seaboard has compounded this claim to the total of almost \$2,000,000 with penalties that are woven from whole cloth.⁵

Where fraud is charged, essential facts constituting fraud must be alleged with sufficient particularity to enable court to determine existence of fraud. *See, West*

⁴ See Paragraph 17 Counterclaim

⁵ See Paragraphs 22-23 Counterclaim

Virginia Hotel Corp. v. W.C. Foster Co., 101 Fla. 1147, 132 So. 842 (Fla. 1931). Fraud must be pleaded with specificity, and all essential elements must be stated, whether on complaint or defense. *See, Peninsular Florida Dist. Council of Assemblies of God v. Pan American Inv. and Development Corp.*, 450 So. 2d 1231 (Fla. 4th DCA 1984).

Seaboard has not pleaded any facts to support a cause of action for fraud. Rather, Seaboard has used boilerplate terms and conclusions.⁶ Whom defrauded whom? What were the specific fraudulent statements uttered by Pro Transport and which were relied upon by Seaboard? Who were the players in this scheme of deception and who were the unwitting stooges? The Counterclaim is silent. Because no fraud by Pro Transport occurred. Only the fraud that is Seaboard's.

Fraud allegations which merely identified subject matter lacked particularity; allegation must identify representation of fact and how such representation is false. *See, Batlemento v. Dove Fountain, Inc.*, 593 So. 2d 234 (Fla. 5th DCA 1991). Allegations of fraud are insufficient if they are too general, vague or conclusory. *See, Myers v. Myers*, 652 So. 2d 1214 (Fla. 5th DCA 1995). Elements not pled may not be inferred from context. *Id.*

Because of the foregoing failures, Count Two of Seaboard's Counterclaim should be dismissed.

3. Seaboard's unjust enrichment count fails to state a cause of action.

As explained by the Court in *Commerce Partnership 8098 Ltd. Partnership v. Equity Contracting Co.*, 695 So.2d 383, 386 (Fla. 4th DCA 1997):

⁶ See Paragraphs 33-38, Counterclaim

“A claim for unjust enrichment is an equitable claim, based on a legal fiction created by courts to imply a “contract” as a matter of law. Although the parties may have never by word or deed indicated in any way that there was any agreement between them, the law will, in essence, “create” an agreement in situations where it is deemed unjust for one party to have received a benefit without having to pay compensation for it. It derives, not from a “real” contract but a “quasi-contract.”

To succeed in a suit for unjust enrichment a plaintiff must prove that: (1) the plaintiff has conferred a benefit on the defendant, who has knowledge thereof; (2) the defendant has voluntarily accepted and retained the benefit conferred; and (3) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying the value thereof to the plaintiff. *See, Greenfield v. Manor Care, Inc.*, 705 So.2d 926, 930–31 (Fla. 4th DCA 1997), *rev. denied*, 717 So.2d 534 (Fla. 1998).

It is clear from the allegations of Count Three that Seaboard has not properly pleaded the elements of an unjust enrichment claim.⁷ But the Plaintiffs are not seeking an order directing Seaboard to provide more detail. Such an effort would be furthering the fraud that Seaboard itself is attempting to perpetrate on the Court. Seaboard claims that the Plaintiffs transportation of its intermodal containers was “unauthorized”⁸, yet it curiously paid the Plaintiffs for all of these shipments. This is the exact opposite of the Plaintiffs’ Complaint against Seaboard: Plaintiffs transported Seaboard’s containers and were not paid by Seaboard. So this is the fallacy of the Counterclaim: When Pro Transport transports for Seaboard, and is not paid by Seaboard, the shipments were not authorized, and when Pro Transport was paid by Seaboard for transport, the shipments

⁷ See Paragraphs 41-43, Counterclaim

⁸ See Paragraph 41, Counterclaim

were also not authorized and Pro Transport should reimburse Seaboard and pay a penalty five times the amount of the reimbursement. This Court should not countenance these shenanigans.

WHEREFORE, Plaintiffs request the entry of an Order dismissing the Defendant's Counterclaim and further impose sanctions against the Defendant pursuant to Section 57.105, Florida Statutes.

Respectfully submitted,

/s/

MICHAEL SHELLEY

Florida Bar No. 999016

THE SHELLEY LAW FIRM, LLC

Mailing: 500 South Pointe Drive Suite 140

Miami Beach, FL 33139

Email: Michael@shelleylawfirm.com

CERTIFICATE OF SERVICE

I certify that on August 31, 2016, a copy of this document was delivered via email through the Florida eCourts filing system to Jonathan Hernandez, Esq. and Robert W. Blanck, Esquire, BLANCK, COOPER & HERNANDEZ, P.A., 5730 S.W. 74th Street, Suite #700, Miami, Florida 33143, jhernandez@shiplawusa.com and rblanck@shiplawusa.com.

/s/

MICHAEL SHELLEY

From: **Giny Sosa** Giny@protransportusa.com
Subject: FW: first coast depo
Date: June 22, 2016 at 11:41 AM
To: Yeny Caballero Yeny@protransportusa.com



Thank you
Giny Sosa
Intermodal Long Haul Dispatcher
Tel:305-884-4186
Cell: 305-330-7441
Fax:305-884-6254
Email: Giny@protransportusa.com



Website: www.protransportusa.com

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From: Perez, Christian [mailto:Christian_Perez@SeaboardMarine.com]
Sent: Wednesday, July 08, 2015 8:13 PM
To: Giny Sosa
Subject: RE: first coast depo

Next week we need to stop on the one ways with the 40ft Reefers to JAX. First Coast has over 80 reefers there and Equipment control is complaining since they are running out of reefers and gensets here in

Miami. If you need one way what I can is give you loads that need to go to Jacksonville.

Thanks
Christian Perez
Seaboard Marine
Intermodal Supervisor
Christian_Perez@seaboardmarine.com

From: Giny Sosa [mailto:Giny@protransportusa.com]
Sent: Wednesday, July 8, 2015 7:53 PM
To: Perez, Christian
Subject: first coast depo

Christian
Please confirm 5-40 ft reefers to First Coast Depo

Thank you
Giny Sosa
Intermodal Long Haul Dispatcher
Tel:305-884-4186
Cell: 305-330-7441
Fax:305-884-6254
Email: Giny@protransportusa.com

Website: www.protransportusa.com

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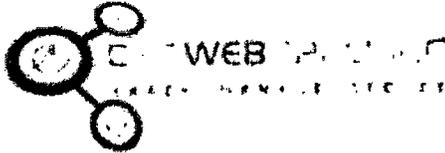
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Fax. 904-900-2099
WEB: www.protransportusa.com

PLEASE SEND ALL WORK ORDERS TO : jacksonville@protransportusa.com

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From: Martinez, Maritere [<mailto:Maritere.Martinez@SEABOARDMARINE.COM>]

Sent: Wednesday, December 02, 2015 4:06 PM

To: Eric Debrand <Eric@protransportusa.com>; Jacksonville <Jacksonville@protransportusa.com>; Albert Navarro <albert@protransportusa.com>

Cc: Perez, Christian <Christian.Perez@SEABOARDMARINE.COM>; Abreu, Angel <Angel.Abreu@seaboardmarine.com>; Duran, Sam <Sam.Duran@SEABOARDMARINE.COM>; Monsalve, Frederick <Frederick.Monsalve@SEABOARDMARINE.COM>

Subject: RE: SML Inventory @ Jax location

Importance: High

Good afternoon Pro Transport Team,

Please note that we require all empties to be returned to our Jacksonville depot when your truckers are pulling empties from the POM. Therefore, the below mentioned empty equipment needs to be returned to our Jacksonville depot (First Coast) as soon as possible.

Kindly note that we will not be paying for the cost of delivering these empties since we did not authorize for them to be taken to the Pro Transport yard.

Thank you in advance for your immediate assistance with this matter.

Thank you and best regards,

Maritere Martinez

Vice President

Specialized Services

à Transport USA

Seaboard Marine, Ltd.

From: Eric Debrand [mailto:Eric@protransportusa.com]

Sent: Wednesday, December 02, 2015 3:59 PM

To: Martinez, Maritere; Jacksonville

Subject: RE: SML Inventory @ Jax location

Mari,

Please see below empties on Pro Jax yard.

SMLU7842517 - SMLC409776
INKU2668768 - SMLC142435
FSCU6365010 - SMLC486136
SMLU8305106 - SMLC486180
CAIU5541782 - XCTZ171958
SMLU7910904 - SMLC485884
TTNU8296710 - SMLC142817
CAXU6892989 - SMLC323031
SMLU5445824 - SMLC141291
SMLU5459258 - SMLC142007

Best Wishes,

Eric M. DeBrand

Dispatch Planner/Fleet Manager

Pro Transport

Jacksonville, FL

Ph# - 904-899-0007 EXT: 08

Fax# - 904-900-2099

eric@protransportusa.com

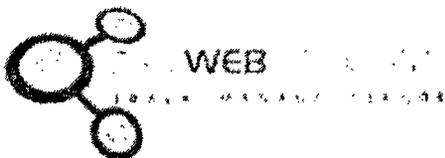
Please note Effective November 23rd 2015: Pro Transport INC. will begin to charge \$30.00 per day on chassis Rentals

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MICHAEL@SHELLEYLAWFIRM.COM
WWW.SHELLEYLAWFIRM.COM

September 2, 2016

VIA FEDERAL EXPRESS: 7771-4775-5279

The Honorable Secretary Karen V. Gregory
Federal Maritime Commission
800 N. Capitol Street, NW, Room 1046
Washington, DC 20573-0001

RECEIVED
2016 SEP -7 PM 2:19
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

RE: Pro Transport, Inc. v. Seaboard Marine, Ltd.,
Federal Maritime Commission Case No. 16-12
Our File No. PTI-2016-0501

Dear Secretary Gregory:

Enclosed please find an original and five (5) copies of the Plaintiffs' Amended Complaint, which was emailed to you, the presiding Judge, and to Seaboard's counsel.

Sincerely,

/s/Michael Shelley
MICHAEL SHELLEY

MS/
Enclosures
cc: Wayne Rohde, Esq. (via email)