

**BEFORE THE FEDERAL MARITIME COMMISSION**

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DOCKET NO.: 16-12

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

V.

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

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**UNOPPOSED MOTION TO STAY PROCEEDING PENDING MEDIATION**

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COMES NOW, Respondents SEABOARD MARINE OF FLORIDA, INC. and SEABOARD MARINE LTD., INC. (hereafter collectively referred to as "SEABOARD") hereby files this unopposed motion to stay proceedings in the above-captioned case for the reasons set forth below. In support of this joint request for a stay, SEABOARD states as follows:

1. On April 17, 2016, PRO TRANSPORT filed a complaint pending before The Honorable Gisela Cardonne Ely, in the Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County Florida under the caption and docket number *Pro Transport, Inc., Pro Transport Jacksonville, Inc., Pro Transport Savannah, Inc., and Pro Transport Charleston, Inc. v. Seaboard Marine Ltd., Inc.*, Case No. 16-9612-CA-01 (hereafter referred to as "State court case"); a copy of aforementioned complaint is attached hereto as Exhibit "A" and is made a part hereof by reference.
2. On May 12, 2016, PRO TRANSPORT filed a complaint before the Federal Maritime Commission, under the caption and docket number, *Pro Transport, Inc., Pro Transport Jacksonville, Inc., Pro Transport Savannah, Inc., and Pro Transport Charleston, Inc. v.*

*Seaboard Marine of Florida, Inc. and Seaboard Marine Ltd., Inc.*, Docket No. 16-12 (hereafter referred to as “FMC case”), which consists of the same parties and raises many of the same factual and legal issues as the State court case.

3. On May 18, 2016, Judge Ely entered an Order mandating that the Parties are to complete mediation within 45 days of the date of the Order. (Please see Order attached hereto as Exhibit “B”).
4. Based on the State court’s Order the Parties have been diligently working and the mediation is scheduled for June 30, 2016, at 2:00 p.m. before mediator Robert Dulberg, Esq. of Salomon & Dulberg Mediation Services. (Please, see attached Notice of Mediation, attached hereto as Exhibit “C”). The mediation will cover and hopefully resolve all the issues raised in both the State court and FMC case.
5. Staying this proceeding before the Commission pending resolution of the mediation allows the parties to concentrate on resolving both cases in the near future while in the process conserving the resources of the Commission and the Parties.
6. The proposed stay pending completion of mediation has been discussed with opposing counsel, Michael Shelly, Esq., and he is unopposed to this action.
7. The Parties will provide a status reports to the Presiding Officer upon completion of the mediation.

#### **MEMORANDUM OF LAW**

It is established that the Commission may grant a request to stay a proceeding. *General Motors LLC v. Nippon Yusen Kabushiki Kaisha, et al.*, Docket No. 15-08 (January 5, 2016). The test for evaluating a motion to stay was articulated by Justice Cardozo, who wrote that “the power to stay proceedings is incidental to the power inherent in every court to control the disposition of

the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.” *Landis v. North American Co.*, 299 U.S. 248, 254 (1936); See, *Clinton v. Jones*, 520 U.S. 681, 706-07 (1997); *Nippon Yusen Kabushiki Kaisha, et al.*, Docket No. 15-08 (January 5, 2016). The factors considered and relevant to a motion to stay are "(1) whether the litigation is at an early stage; (2) whether a stay will unduly prejudice or tactically disadvantage the non-moving party; (3) whether a stay will simplify the issues in question and streamline the trial; and (4) whether a stay will reduce the burden of litigation on the parties and on the court." *Woodman's Food Mkt., Inc. v. Clorox Co.*, 2015 U.S. Dist. LEXIS 106491, \*6 (W.D. Wis. Aug. 13, 2015); *Grice Engineering, Inc. v. JG Innovations, Inc.*, 691 F. Supp. 2d 915, 920 (W.D. Wis. 2010); *Bds. of Trs. of the Ohio Laborers' Fringe Benefit Programs v. O.C.I. Constr., Inc.*, 2011 U.S. Dist. LEXIS 25492 (S.D. Ohio Mar. 14, 2011); *Wash. Mut. Bank v. Law Office of Robert Jay Gumenick, P.C.*, 561 F. Supp. 2d 410 (S.D.N.Y. 2008); *Auto-Owners Ins. Co. v. Summit Park Townhome Ass'n*, 129 F. Supp. 3d 1150 (D. Colo. 2015).

It is respectfully submitted that each of those factors favors the requested stay; each is examined individually.

**1. Whether the litigation is at an early stage**

There can be no reasonable dispute that the litigation is in the early stages as the FMC complaint was filed less than three weeks ago and an answer is not even due from SEABOARD. Additionally, there has been no discovery conducted in this case. Accordingly, this factor is in favor of a stay. *Generac Power Sys. v. Kohler Co.*, 807 F. Supp. 2d 791 (E.D. Wis. 2011)

**2. Whether the non-moving party will be unduly prejudiced or tactically disadvantaged by the stay.**

Respectfully, this factor is irrelevant; the Claimants are unopposed to the motion for a stay and, as a result, no party will be unduly prejudiced or tactically disadvantaged by a stay. *Halim v. United States*, 106 Fed. Cl. 677 (Fed. Cl. 2012).

**3. Whether a stay will simplify the issues.**

A stay will simplify issues because the mediation could eliminate the need for an FMC action or further streamline PRO TRANSPORT's claims against SEABOARD. *See, Saipan Shipping Co., Inc. v. Asiatic Intermodal Seabridge, S.A.*, 19 S.R.R. 900 (ALJ, 1979) (granting stay where decision in parallel proceeding could either "eliminate the need for a determination of the issues in this proceeding" or have a "strong and direct bearing on the issues in this case"). This factor too supports the issuance of a stay.

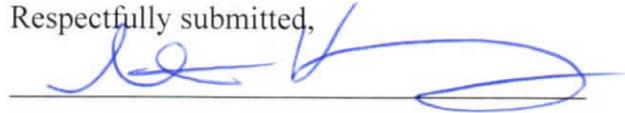
**4. Whether a stay will reduce the burden of litigation on the parties and on the court.**

A stay will undoubtedly reduce the burden of litigation because if the mediation is successful then the Parties and the Court can completely avoid the burden of litigation and even if the mediation is unsuccessful it will likely assist in streamlining the case and the material issues and fact. *See, Saipan Shipping Co., Inc. v. Asiatic Intermodal Seabridge, S.A.*, 19 S.R.R. 900 (ALJ, 1979) (granting stay where decision in parallel proceeding could either "eliminate the need for a determination of the issues in this proceeding" or have a "strong and direct bearing on the issues in this case").

Accordingly, all the factors relevant to the parties' joint motion for a stay support the relief requested.

WHEREFORE, based on the foregoing authority, arguments, and reasons, the Respondents SEABOARD MARINE OF FLORIDA, INC. and SEABOARD MARINE LTD., INC. respectfully request that their joint motion to stay proceedings be granted pending completion of the State court ordered mediation on June 30, 2016, and grants such further relief as the Commission deems proper.

Respectfully submitted,



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BLANCK, COOPER & HERNANDEZ, P.A.

5730 S.W. 74<sup>th</sup> Street, Suite #700

Miami, Florida 33143

Phone: (305) 663-0177

Facsimile: (305) 663-0146

Attorneys for SEABOARD

This 3rd day of June, 2016.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email this   3rd   day of   June  , 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.

BLANCK, COOPER & HERNANDEZ, P.A.

5730 S.W. 74<sup>th</sup> Street, Suite #700

Miami, Florida 33143

Phone: (305) 663-0177

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**BY: //Jonathan Hernandez, Esq.**

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Attorneys for SEABOARD

# **EXHIBIT “A”**

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY FLORIDA

CASE NO: 2016-\_\_\_\_\_

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

Plaintiffs,

vs.

SEABOARD MARINE LTD., INC.,

Defendant.

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**COMPLAINT FOR MONETARY DAMAGES**

COME NOW Plaintiffs, PRO TRANSPORT, INC., PRO TRANSPORT 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 TRANSPORT 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. 79<sup>th</sup> 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 15<sup>th</sup> day of April, 2016.

Respectfully submitted,

/s/

MICHAEL SHELLEY

Florida Bar No. 999016

THE SHELLEY LAW FIRM, LLC

Mailing: 1521 Aiton 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) 884-4188 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	1,113.80	91-120	1,113.80				
84069	01/05/2016	FIRST COAST DEPO	954.44	91-120	954.44				
84113	01/06/2016	4282886	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	4282888	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	4338835	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	4338500	1,435.16	61-90	1,435.16				
84502	01/20/2016	4338889	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	4348743	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	4305588	389.00	61-90	389.00				
84578	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	4338835	1,015.99	61-90	1,015.99				
84580	01/28/2016	SB LOADS	569.22	61-90	569.22				
84581	01/28/2016	4340984	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	\$ 11,689.63	\$ 0.00	\$ 46,455.54

**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	2,574.00	>120	2,574.00				
33279	08/04/2015	CAN4173145A	220.98	>120	220.98				
33367	08/11/2015	MIA4161928A002	765.00	>120	765.00				
34007	08/25/2015	CAN4208361A	149.00	>120	149.00				
34009	08/25/2015	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	MIA4206807A	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	CHI4290205A	100.00	>120	100.00				
34159	10/08/2015	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	MIA4254783A	1,298.00	>120	1,298.00				
34319	10/20/2015	MIA4255468A	1,298.00	>120	1,298.00				
34320	10/20/2015	MIA4255879A	2,095.88	>120	2,095.88				
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	MIA4256721A	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	1,226.80	>120	200.00	8875	W/T12/18/2015	12/18/2015	1,026.60
34939	12/09/2015	MIA4227143A	65.00	>120	65.00				
35198	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) 899-0087 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	MIA4316461A	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	MIA4308730A	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	863.24	61-90	854.44				
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) 898-0007 Fax: (904) 800-2099**

**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				
35499	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	\$ 31,546.68	\$ 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) 944-4408

**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	MIA4179855	493.68	>120	493.68				
13073	09/04/2015	GLDU7083353	740.00	>120	740.00				
13074	09/04/2015	MIA402804A	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	MIA4333782	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	42855468006	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) 884-4166 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				
83648	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

# **EXHIBIT “B”**

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.

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**ORDER**

THIS MATTER came to be heard on May 18, 2016, upon the Defendant's Motion to Dismiss, and having heard argument of counsel, and being otherwise advised of the premises, it is ORDERED and ADJUDGED as follows:

*Ruling on Motion Deferred. Parties ordered  
to complete mediation within 45 days. Motion  
may be reset for hearing.*

DONE and ORDERED this 18<sup>th</sup> day of May, 2016, in Miami, Miami-Dade County, Florida.

  
The Honorable Gisela Cardonne Ely  
Circuit Court Judge

Copies Furnished To: Counsel of Record

Gisela Cardonne Ely

MAY 18 2016

Circuit Court Judge

PRO TRANSPORT, INC.  
et al

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR DAD  
COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO: 16-9612 CA 08  
TRIAL DATE:  
(NOT SET \_\_\_\_\_)

Plaintiff(s),

ORDER OF REFERRAL TO MEDIATION  
(General Jurisdiction  
and Probate)

vs.

SEABOARD MARINE LTD., INC.

Defendant(s).

Pursuant to Chapter 44 of the Florida Statutes, Rules 1.700-1.760 of the Florida Rules of Civil Procedure, and Administrative Order No. 92-39 (entered in case No. 92-1), the above styled cause is hereby referred to mediation:

1. Within fifteen days (ten days plus an additional five days for mailing) of the Order of Referral, the parties may mutually agree upon the designation of any certified mediator of their choice. If able to agree, the plaintiff or petitioner shall, within the time period set forth above, file with the Clerk of the Court, and serve upon the parties, the agreed upon mediator, the Mediation Division of the 11th Judicial Circuit (address: 73 West Flagler Street, Room 1800, Miami, Florida 33130; telephone: (305) 349-7328), and the trial judge's judicial assistant, a Notice of Stipulation of Mediator which shall identify the name, address, and telephone number of the mediator agreed upon. Upon filing the Notice of Stipulation of Mediator, said mediator shall be deemed designated to mediate without further Order of Court.

2. In the event the parties are unable to agree upon the selection of a mediator within the specified period, the plaintiff or petitioner shall make a Request for Appointment of Mediator from the Mediation Division within five days thereafter, certifying that notwithstanding a good faith effort to agree, the parties were unsuccessful in so doing, and requesting said Division to select the next available mediator from the rotating list of Certified Mediators. Said Request for Appointment of Mediator shall be filed with the Clerk of the Court and copies shall be served upon the Mediation Division, all parties, and the trial judge's judicial assistant. The Division shall make said selection and file with the Clerk of the Court, a Notice of Designation of Mediator. The Request for Appointment shall be accompanied by a sufficient number of stamped addressed envelopes in order for the Division to serve the Notice of Designation of Mediator upon the parties, the selected mediator, and the trial judge's judicial assistant. Upon filing of the Notice of Designation of Mediator, the mediator selected by the Division shall be deemed designated to mediate without further order of court;

3. In the event any of the parties are indigent pursuant to Chapter 57, Florida Statutes, or represented by Legal Aid, Legal Services of Greater Miami, or similar pro bono organizations, or determined to qualify as indigent by the trial judge after the entry of an order in full compliance with the requirements of existing administrative order, or in cases where Metropolitan Dade County is a party, the Plaintiff or petitioner shall prominently note same on the Request for Appointment of Mediator, and the Mediation Division is directed to designate as mediator the Court's own in-house mediation unit, free of charge, as to said party or parties.

*SCE*  
4. ~~The fee payable to the mediator, unless otherwise agreed by the mediator and the parties, shall be \$125.00 per hour.~~ The mediation conference shall not exceed three (3) hours, unless the parties agree otherwise. The initial fee shall be paid 50% by the plaintiff(s) or petitioner and 50% by the defendant(s) or respondent at least seven (7) days prior to the scheduled mediation conference, and the balance of the fee, if any, shall be paid at the conclusion of the conference.

5. The parties and designated mediator are ordered and directed to proceed with mediation in accordance with the Rules of Civil Procedure. If any of the parties fails to comply with the obligations set forth herein to ensure that mediation is accomplished expeditiously, the court may, on its own motion or on motion of any party, dismiss the case, strike pleadings, enter default, remove the case from the trial calendar, or impose any other sanctions that it may deem appropriate under the circumstance.

DONE AND ORDERED in Chambers at Miami, Dade County, Florida, on this  
18 day of May, 2016.

*Gisela Cardonne Ely*  
GISELA CARDONNE ELY  
CIRCUIT COURT JUDGE

Original to Court File  
Copy to: Counsel of Record  
Mediation Division

Gisela Cardonne Ely

MAY 18 2016

Circuit Court Judge

# **EXHIBIT “C”**

IN AND FOR MIAMI-DADE COUNTY, FLORIDA  
GENERAL JURISDICTION DIVISION  
CASE NO: 16-009612 CA 01

Pro Transport, Inc., et al.,

Plaintiff(s),

vs

Seaboard Marine LTD, Inc.,

Defendant(s),

**NOTICE OF MEDIATION CONFERENCE**

**NOTICE IS HEREBY GIVEN** that a mediation conference in the above styled cause will take place at the time, date and place below:

DATE: June 30, 2016 PLACE: Salmon & Dulberg Dispute Resolution  
Biscayne Building, Suite 620  
TIME: 2:00PM 19 W. Flagler Street  
Miami, FL 33130  
MEDIATOR: Robert A. Dulberg

The client or a representative of the client with full authority to settle, other than counsel should be present. If insurance is involved, a representative of the insurance company shall be present with full authority to settle for up to the policy limits or the plaintiff's last demand, whichever is less.

**A total of 3 hours has been set aside for this mediation. If more time is anticipated, please notify the mediator's office immediately. A cancellation fee will be charged, as set forth in the attached Mediation Engagement Agreement, if the mediation is canceled less than five (5) business days prior to the scheduled conference date. Do not assume that the other side has notified us of a change or cancellation. Please call or e-mail our office.**

All parties acknowledge that the mediation conference constitutes a privileged and confidential communication between those present at the mediation conference as set forth in Chapter 44, Florida Statutes. Pre-mediation and post mediation communications are also confidential. All parties further acknowledge that the mediator is a neutral and may not act as an advocate for any party.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the above Mediator's office not later than five (5) business days prior to the mediation conference.

Respectfully Submitted:

**s/ John W. Salmon, Esq.**

Florida Bar No.: 271756  
john@sd-adr.com, martha@sd-adr.com  
Salmon & Dulberg Dispute Resolution  
Biscayne Building, Suite 620  
19 West Flagler Street  
Miami, Florida 33130  
Phone: 305-371-5490  
Fax: 305-371-5492

Copies furnished to:  
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Michael@shelleylawfirm.com  
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rblanck@shiplawusa.com  
May 27, 2016