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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION
October 3, 2016

Federal Maritime Commission
800 North Capital Street, N.W.
Washington, D.C. 20573
Attn: Office of the Secretary
Attn: Karen V. Gregory

Re: MAVL Capital Inc., *et al.*, v. Marine Transport Logistics, *et al.*
FMC Docket No.: 16-16

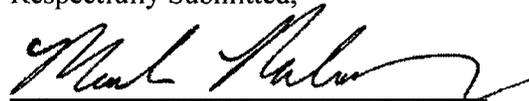
Dear Ms. Dickon:

Enclosed please find an original and five copies of:

1. COMPLAINANTS' RESPONSE TO THE COMMISSION'S ORDER TO SHOW CAUSE WHY THE COMPLAINT SHOULD NOT BE PARTIALLY DISMISSED;
2. CERTIFICATION OF MAXIM OSTROVSKIY; and
3. APPENDIX

I thank the Commission for its continued courtesy and consideration.

Respectfully Submitted,



Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Tel: 888-426-4370
Fax: 347-572-0439
Attorney for Complainants
marcus.nussbaum@gmail.com

ORIGINAL

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**BEFORE THE
FEDERAL MARITIME COMMISSION**

FILED

OCT 2 2016

Docket No.: 16-16

Federal Maritime Commission
Office of the Secretary

MAVL CAPITAL, INC.,
IAM & AL GROUP INC., and MAXIM OSTROVSKIY,

Complainants,

— vs. —

MARINE TRANSPORT LOGISTICS, INC. and DIMITRY ALPER,

Respondents.

**COMPLAINANTS' RESPONSE TO THE COMMISSION'S ORDER TO SHOW CAUSE
WHY THE COMPLAINT SHOULD NOT BE PARTIALLY DISMISSED**

Pursuant to Rules 69 and 70 of the Federal Maritime Commission's (the "Commission") Rules of Practice and Procedure (46 C.F.R. 502 *et seq.*), Complainants, through their Counsel, Marcus A. Nussbaum, Esq. respectfully submit this brief in response to the Federal Maritime Commission's (the "Commission"), Order to Show Cause dated September 15, 2016 (the "Order to Show Cause").

BRIEF STATEMENT

This brief is respectfully submitted by Complainants in response to the Commission's Order to Show Cause. As set forth below, and with regard to the allegations in the complaint regarding complainants' 2006 Mercedes SL65 and the three Harley Davidson motorcycles, it is respectfully submitted that:

1. The Commission *has* subject matter jurisdiction over the Complaint herein; and
2. The Complaint overabundantly states a claim upon which relief may be granted.

As set forth in detail below, the Mercedes, was received by respondent MARINE TRANSPORT LOGISTICS, INC. ("MTL") for one purpose, to wit: for storage by MTL in contemplation of export back to Germany. It was only *after* complainants requested that the respondents release the vehicle from storage and export it back to Germany, the said vehicle was intentionally misdelivered to Dubai by respondents and then *subsequently* sold under the pretext of respondents allegedly exercising a maritime lien pursuant to the terms and conditions of MTL's house bill of lading.

Thus, with respect to the Mercedes, the respondents violated the Shipping Act because the unlawful activity occurred *while MTL was engaged in the course of transporting the vehicle internationally by water.*

As set additionally forth in detail below, and with respect to the three Harley Davidson Motorcycles described in the complaint, complainants have alleged a Shipping Act violation sounding in retaliation under §41104(3) of the Shipping Act, wherein complainants claim that the respondents retaliated against complainants for patronizing another Non-Vessel Operating Common Carrier ("NVOCC") after the complainants decided to wind down the business relationship with the respondents. This was done *solely* to punish complainants for deciding not to do business with MTL.

In light of the foregoing, and as explained in detail below, the Commission has jurisdiction over complainants' claims in this action, and the complaint states a cause of action against respondents for violations of the Shipping Act.

STATEMENT OF FACTS

For purposes of the instant Order to Show Cause, the Complainants respectfully rely upon the factual allegations set forth in Complainants' instant Complaint, which must be taken as true by the Presiding Officer. *See, LaChapelle v. Berkshire Life Ins. Co.*, 142 F.3d 507, 508 (1st

Cir.1998). Said allegations of fact are wholly incorporated herein, and fully made a part hereof. Complainants additionally rely upon the Certification of complainant Maxim Ostrovskiy submitted contemporaneously herewith and the documents contained within the Appendix to this brief, which as set forth below, establish that (1) MTL sold the Mercedes in Dubai under the pretext of exercising a maritime lien pursuant to MTL's House Bill of Lading; and (2) MTL retaliated against complainants for patronizing another carrier with respect to shipment of the three Harley Davidson motorcycles.

The 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072

As the Presiding Officer may recall, and with respect to the Mercedes, the Complaint alleges as follows:

- On or about December 3, 2012, Complainants requested that MTL act as Complainants' "receiving agent" and store a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072, imported to the United States by Complainants so that maintenance could be performed on the vehicle after which it would subsequently be shipped overseas. (Complaint, ¶ "27")
- Said Mercedes was then received by MTL's warehouse facility. (Complaint, ¶ "28")
- On or about December 3, 2012, Complainants explained to MTL that the 2006 Mercedes SL65 was to be shipped to Germany by respondents on a date to be determined by Complainants after Complainants could inspect said vehicle and order custom made repair parts. (Complaint, ¶ "29")
- Because of the commercial relationship between Complainants and MTL, MTL agreed to charge Complainants a monthly storage charge of \$150 for the storage of the 2006 Mercedes SL65. (Complaint, ¶ "30")

As additionally explained in the Certification of Maxim Ostrovskiy, because this vehicle *was delivered to MTL's facility for the sole purpose of being exported back to Germany*, complainants received thirty (30) days of free storage at MTL's warehouse. (Ostrovskiy Certification, ¶ "11").

This is confirmed by MTL's Tariff, a copy of which is Annexed hereto as Appendix "A", and which explains that:

"...shipper will be entitled to 30 days free storage starting from the date of arrival of the vehicle at the warehouse *in order to allow time to provide the Carrier with the vehicle title, absent which the vehicle will not be loaded into a container...*".

After the thirty free days of storage had expired, MTL began invoicing complainants \$150.00 per month which represented a 50% discount of MTL's normal storage rate of \$10.00 per day, and this was done in light of the parties' ongoing business relationship. (Ostrovskiy Certification, ¶ "12" and Exhibit "B" thereto).

Mr. Ostrovskiy personally provided MTL with the original Certificate of Title for the Mercedes to facilitate the forthcoming export of the vehicle back to Germany, which included presentation of the of the title to U.S. Customs and Border Protection ("CBP") so that it could be "validated" by CBP prior to being loaded on board a vessel destined for Germany. (Ostrovskiy Certification, ¶ "9" and Exhibit "A" thereto).

On or about June 1, 2013, Mr. Ostrovskiy visited MTL's storage site to obtain possession of the vehicle to visually inspect it prior to export back to Germany by MTL, and MTL refused to offer any explanation as to the whereabouts of the vehicle. Subsequent thereto, in early June of 2013, and due to a lack of response by MTL, Mr. Ostrovsky then proceeded to export the vehicle without visual inspection. (Ostrovskiy Certification, ¶¶ "13" –"14").

In early June of 2013, Mr. Ostrovskiy requested that the respondents release the Mercedes from MTL's storage site *and export it back to Germany*. This request was made verbally. Mr. Ostrovskiy specifically instructed MTL to export the vehicle to Germany to an address previously provided to MTL for export of other cargo. The request was made to export to the following consignee: Anatoli Ostrovski, Arnold STR 2, Dusseldorf Germany, 40749. (Ostrovskiy Certification, ¶ "15").

As set forth in the Ocean Liner Bill of Lading from MAERSK Line (a copy of which is annexed hereto as Appendix "B"), the Mercedes was loaded on-board by MTL (who is listed as "Forwarder" on the bill of lading) on or about August 24, 2013, where it was then shipped to Dubai. Annexed hereto as Appendix "C" is a sworn Response to Interrogatories verified by the President of MTL, Mrs. Alla Solovyeva, from the matter of *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-7110), where she explains as follows:

Q2: "...If sold by you, state the amount received for the sale of said vehicles and identify which defendant received for the sale of said vehicles"

A: "The 2006 Mercedes SL65 was sold for \$3,800 *in Dubai.*"

(Appendix "C", p. 2)

Ms. Solovyeva additionally explains that the Mercedes was allegedly sold pursuant to the terms of MTL's House Bill of Lading:

Q3: "With respect to the Mercedes...explain the factual basis under which these vehicles were exported to Dubai and /or sold to third parties"

A: "The 2006 Mercedes SL65...was sold *pursuant to Clause 15 of the MTL House Bill of Lading* ["LIEN"] for unpaid freight and other charges..."

(Appendix "C", p. 3)

With respect to cargo which MTL claims that it was allegedly entitled to assert a lien upon, Ms. Solovyeva explained that MTL allegedly followed in doing so:

Q12: "Please describe in detail the process followed by you in asserting a lien upon the Vehicles which you claim that you were entitled to assert a lien upon."

A: "MTL provides notice of the outstanding charges owned by the shipper via-email and the lien materializes *pursuant to Clause 15 of the MTL House Bill of Lading* ["LIEN"] upon non-payment of freight and other charges owed..."

(Appendix "C", pp. 6-7)

With respect to any notices served or published by MTL prior to seizure and sale of any vehicles by virtue of any alleged liens, Ms. Solovyeva explained as follows:

Q13: "Please identify any notices served or published by you prior to your seizure and sale of any vehicles which you claim that you are entitled to seize and sell by virtue of a lien."

A: "Actual Notice is given *in the MTL House Bill of Lading* and constructive notice is given *in the MTL tariff*."

(Appendix "C", p. 7)

As set forth below the Mercedes was imported into Dubai by MTL under the pretense that it was a salvage vehicle, where after repairs were completed, a new title could be issued. Therefore, the conversion happened *after* it had arrived in Dubai and not while in storage at MTL's long term storage site. This is confirmed by Mr. Alexander Safonov, who is the owner of Middle East Asia Alfa FZE ("MEAA"), listed as the consignee on the Ocean Liner Bill of Lading from MAERSK Line and who provided a sworn Certification in the matter of *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-7110), (annexed hereto as Appendix "D") where he explains as follows:

- "I submit this Certification in response to various misrepresentations of fact made by the defendants and their counsel in this matter, as they pertain to two automobiles allegedly sold to MEAA by the defendants herein and which are at issue in this matter, to wit: (1) a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 (the "Mercedes"); and (2) a 2011 Porsche Panamera, VIN ending in 7399 (the "Porsche")." (Safonov Certification ¶ "3")
- At no time did MEAA ever receive invoice # 347110 from the defendants and at no time did MEAA ever purchase the Mercedes from defendants herein. MEAA's only involvement with this vehicle was repair and storage of the vehicle in Dubai, UAE at defendants' direction and request. (Safonov Certification ¶ "6")
- "The Porsche (together with the Mercedes) was shipped to MEAA in Dubai, UAE, at the request of...Alexander Solovyev, RFG and Marine Transport Logistics ("MTL"). At their

direction and request, MEAA performed the customs clearance for these vehicles, paid customs duties, repaired and stored these vehicles. At their direction and request, MEAA paid \$50,000 for the customs duties, repair and storage of the vehicles, which defendants Alexander Solovyev and MTL promised to repay.” (Safonov Certification ¶ “12”) .

- “...In Dubai, after the vehicles were repaired, they were issued a new title. This allowed Mr. Solovyev and Mr. Tretiykov to sell the stolen vehicles with a clean title to third-parties.” (Safonov Certification ¶ “13”)

The Three Harley Davidson Motorcycles

As the Presiding Officer may recall, the complaint alleges a cause of action against the respondents for retaliation under section 41104(3) of the Shipping Act wherein respondents retaliated against complainants due to complainants having patronized another carrier known as Unitrans-PRA Co. Inc. The Certification of Maxim Ostrovskiy explains as follows:

- On or about June 7, 2013, MAVL purchased a 2004 Harley Davidson FXDXI, VIN ending in 7436 ("Harley #1"). This motorcycle was paid for in full by MAVL. (Ostrovskiy Certification, ¶ “18”)
- On or about June 11, 2013, MAVL purchased a 2007 Harley Davidson FXD, VIN ending in 1645 ("Harley #2"). This motorcycle was paid for in full by MAVL. (Ostrovskiy Certification, ¶ “19”)
- On or about July 8, 2013, MAVL purchased a 2000 Harley Davidson XL883, VIN ending in 3838 ("Harley #3"). This motorcycle was paid for in full by MAVL. (Ostrovskiy Certification, ¶ “20”)
- After MAVL made payment in full for all three motorcycles, they were all released to MAVL with their original titles. (Ostrovskiy Certification, ¶ “21”)
- Complainants retained the services of a carrier not a party to this action and known as Unitrans-PRA ("Unitrans"), and Harley #'s "1", "2", and "3" were delivered to the Unitrans' storage facility for shipment overseas. (Ostrovskiy Certification, ¶ “22”)
- On or about September 6, 2013, respondent Alper contacted Unitrans via email and directed Unitrans to refrain from shipping Harley #'s "1", "2", and "3" on the basis that MAVL had attempted to appropriate these motorcycles which were purportedly owned by MTL and Car Express. Alper specifically stated to Unitrans that: “Your company was previously advised of this fact verbally on August 22, 2013 and this serves as formal notice of such. We are currently requesting that you hold the...cargo until release instructions are provided...”. (Ostrovskiy Certification, ¶ “23” and Exhibit “C” thereto).

- On or about October 23, 2013, respondent Alper then fraudulently obtained a replacement title for Harley #3 from the State of Georgia. (Ostrovskiy Certification, ¶ “24”)
- On or about November 8, 2013, respondent Alper contacted Unitrans and advised that he had obtained title to Harley #3 so that Unitrans would release Harley #3 back into the custody and control of MTL. (Ostrovskiy Certification, ¶ “25” and Exhibit “D” thereto)
- Alper's act in obtaining title to Harley #3 was fraudulent on the basis that he was aware that complainants possessed an original title, and he made misrepresentations to the State of Georgia in order to obtain a replacement title. (Ostrovskiy Certification, ¶ “26”)
- Upon information and belief, the misrepresentations made to the State of Georgia made by Alper in order to obtain title were that the original title was misplaced or destroyed, and that MTL was the lawful owner of Harley #3. (Ostrovskiy Certification, ¶ “27”)
- To date, respondents have refused to authorize Unitrans to release Harley #'s "1", "2", and "3" to their proper consignees, despite complainants' request that the respondents do so. (Ostrovskiy Certification, ¶ “28”)

As explained above, Mr. Alper's actions and attempts to take possession of the motorcycles (by fraudulently obtaining a replacement title) and interfere with their export by complainants (by instructing Unitrans to hold the cargo) were done as a direct result of complainants having retained another carrier to export the motorcycles overseas. The motorcycles were the lawful property of complainants and respondent Alper had no basis in law or in fact to interfere with their export. Therefore the Presiding Officer is respectfully urged to allow complainants to proceed with a cause of action for retaliation within the meaning of the Shipping act for the Motorcycles.

ARGUMENT

The Federal Maritime Commission Has Jurisdiction Over Complainants Claims Herein

Standard of Review

It is well settled that the Commission has jurisdiction over matters relating to "transportation by water of ... cargo between the United States and a foreign country," 46 U.S.C. § 40102(6), by a common carrier as defined by the Shipping Act. That jurisdiction essentially begins when a common carrier assumes responsibility for transportation of the cargo and ends

when the cargo is delivered to the consignee at the place of destination contemplated by the contract of carriage. *See, e.g., Norfolk Southern R. Co. v. James N. Kirby, Ply Ltd.*, 543 U.S. 14, 23-27 (2004) (finding that federal maritime law applies to the inland portions of international shipments transported under a through bill of lading). *See also, Kawasaki Kisen Kaisha, Ltd v. Regal-Beloit Corp.*, 561 U.S. 89, 108 (2010) (finding that ocean transportation occurring under a through bill of lading cannot be separated into ocean and domestic inland transportation); *accord, Mitsui O.S.K. Lines Ltd. v. Global Link Logistics*, 2011 FMC LEXIS 12, 56 (FMC 2011) ("[L]egislative history demonstrates that Congress intended that the Commission have jurisdiction over through transportation including the inland segment of such transportation.")

It is respectfully submitted that the matters as described herein indeed relate to "transportation by water of ... cargo between the United States and a foreign country. As such, the Commission has jurisdiction over claims made in the complaint.

The Mercedes Was Stored By MTL in Contemplation For Export and Sent To Dubai After Complainants Requested That the Respondents Release the Vehicle and Export It Back To Germany

In the first instance, and with respect to the Mercedes, it was received by respondent MARINE TRANSPORT LOGISTICS, INC. ("MTL") for one purpose, to wit: for storage by MTL in contemplation of export back to Germany. During the time of storage, MTL invoiced complainants for storage of the Mercedes pursuant to the terms of its tariff related to vehicles received by MTL for purposes of export.

Second, and as explained herein, it was only *after* complainants requested that the respondents release the vehicle and export it back to Germany, the said vehicle was intentionally misdelivered to Dubai by respondents and then *subsequently* sold under the pretext of respondents allegedly exercising a maritime lien. The respondents claim to have exercised this lien pursuant to the terms and conditions of the MTL House Bill of Lading under which the vehicle was transported

overseas. At the time that the Mercedes was shipped to Dubai, complainants *still owned the vehicle*. As further explained herein, it was only *after* the vehicle was repaired in Dubai that a new title was issued so that it could be sold by respondents. Therefore, the conversion happened *after* it had arrived in Dubai and *not* while in storage at MTL's long term storage site.

Thus, with respect to the Mercedes, the respondents violated the Shipping Act because the unlawful activity occurred *while MTL was engaged in the course of transporting the vehicle internationally by water*.

Respondents' Act of Retaliation With Respect To the Three Harley Davidson Motorcycles Was Done Solely To Punish Complainants for Deciding Not To Do Business with MTL

With respect to the three Harley Davidson Motorcycles described in the complaint, the Presiding Officer is aware that complainants have alleged a Shipping Act violation sounding in retaliation under §41104(3) of the Shipping Act, wherein complainants claim that the respondents retaliated against complainants for patronizing another carrier after the complainants decided to wind down the business relationship with the respondents. The three motorcycles, purchased and paid for in full, and lawfully owned by complainants, were delivered to the warehouse of a non-party NVOCC known as Unitrans-PRA Co. Inc. ("Unitrans").

As explained herein, while preparations for export were underway, respondent Alper interfered with the export, and contacted Unitrans to place a hold on that cargo. Alper threatened Unitrans with legal action on the alleged basis that Alper was the owner of said cargo and claimed that complainants were attempting to misappropriate his cargo. Alper went as far as to obtain a replacement title in his own name for one of the motorcycles and did so under false and fraudulent pretenses. As a result of the foregoing, the motorcycles were not timely released because of Alper's lies to Unitrans, where they accrued storage and demurrage charges in excess of the value of the

motorcycles. This act of retaliation was done *solely* to punish complainants for deciding not to do business with MTL.

In light of the foregoing, and as explained in detail herein, the Commission has jurisdiction over complainants' claims in this action, and the complaint states a cause of action against respondents for violations of the Shipping Act.

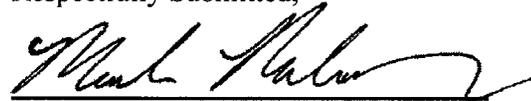
CONCLUSION

It is respectfully submitted that based upon the foregoing, the Commission has jurisdiction over complainants' claims in this action, and the complaint states a cause of action against respondents for violations of the Shipping Act.

Consequently, it is respectfully urged and otherwise prayed for that the Presiding Officer now allow complainants to proceed forward with their claims regarding the Mercedes and motorcycles described herein, and grant such other relief as the Commission may deem just and proper under the circumstances.

Dated: Brooklyn, New York
October 3, 2016

Respectfully Submitted,



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Tel: 888-426-4370
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Attorney for Complainants
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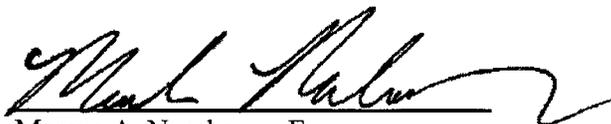
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the **COMPLAINANTS' RESPONSE TO THE COMMISSION'S ORDER TO SHOW CAUSE WHY THE COMPLAINT SHOULD NOT BE PARTIALLY DISMISSED, CERTIFICATION OF MAXIM OSTROVSKIY and APPENDIX** upon Respondents' Counsel at the following address:

Montgomery McCracken Walker & Rhoads LLP
437 Madison Avenue, 29th Floor
New York, NY 10022
Attn: Eric Chang, Esq.
Attn: Stephen H. Vengrow, Esq.

Law Office of Peter Cipparulo, III, LLC
346 Route 206, Ste. K
Hillsborough, New Jersey 08844

by first class mail, postage prepaid, and by email to: EChang@mmwr.com; svengrow@mmwr.com; and PeterCipparulo@cipplaw.com.



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Attorney for Complainants
marcus.nussbaum@gmail.com

Dated: Brooklyn, New York
October 3, 2016

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ORIGINAL

**BEFORE THE
FEDERAL MARITIME COMMISSION**

Docket No.: 16-16

FILED
OCT 9 2018

Federal Maritime Commission
Office of the Secretary

MAVL CAPITAL, INC.,
IAM & AL GROUP INC., and MAXIM OSTROVSKIY,

Complainants,

- vs. -

MARINE TRANSPORT LOGISTICS, INC. and DIMITRY ALPER,

Respondents.

CERTIFICATION OF MAXIM OSTROVSKIY

Maxim Ostrovskiy, pursuant to 28 U.S.C. § 1746, making the following Certification under penalty of perjury, in lieu of an oath or affidavit says:

1. I am the President and Owner of MAVL CAPITAL, INC. ("MAVL"), IAM & AL GROUP INC. ("IAM"), the complainants this action.

2. I submit this Certification in response to the Presiding Officer's Order to Show Cause as to why complainants' claims alleging Shipping Act violations with respect to a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 (the "Mercedes"); and three certain Harley Davidson motorcycles should not be dismissed for lack of subject matter jurisdiction or for failure to state a claim upon which relief may be granted.

3. As explained below, The Mercedes was received by delivered respondent MARINE TRANSPORT LOGISTICS, INC. ("MTL") for one purpose, to wit: for long term storage in contemplation of export back to Germany.

4. As additionally explained below, MTL invoiced complainants for storage of the Mercedes pursuant to the terms of its tariff related to vehicles received by MTL for purposes of export.

5. It was only *after* complainants requested that the respondents release the vehicle from long term storage by MTL and export it back to Germany, said vehicle was *intentionally* shipped to Dubai by respondents and *then* subsequently sold under the pretext of respondents exercising a maritime lien.

6. The respondents claim to have exercised this lien pursuant to the terms and conditions of *MTL's house bill of lading* under which the vehicle was transported overseas.

7. On or about December 3, 2012, Complainants requested that MTL act as Complainants' "receiving agent" and store the Mercedes, imported to the United States from Germany by Complainants so that maintenance could be performed on the vehicle after which it would subsequently shipped back to Germany.

8. Said Mercedes was then received by MTL's warehouse facility.

9. I personally provided MTL with the original Certificate of Title for the Mercedes to facilitate the forthcoming export of the vehicle back to Germany, which included presentation of the of the title to U.S. Customs so that it could be "validated" by U.S. Customs prior to being loaded on board a vessel destined for Germany. A copy of the certificate of title for the Mercedes is annexed hereto as Exhibit "A".

10. On or about December 3, 2012, Complainants explained to MTL that the Mercedes was to be shipped back to Germany by respondents on a date to be determined by Complainants after Complainants could inspect said vehicle and order custom made repair parts.

11. Due to the fact that this vehicle *was delivered to MTL's facility for the sole purpose of being exported back to Germany*, complainants received thirty (30) days of free storage at MTL's warehouse pursuant to MTL's tariff.

12. After the thirty free days of storage had expired, MTL began invoicing complainants \$150.00 per month which represented a 50% discount of MTL's normal storage rate of \$10.00 per day, and this was done in light of the parties' ongoing business relationship. A copy of the invoice is annexed hereto as Exhibit "B".

13. On or about June 1, 2013, I visited MTL's storage site to obtain possession of the vehicle to visually inspect it prior to export back to Germany through MTL, and MTL refused to offer any explanation as to the whereabouts of the vehicle.

14. Subsequent thereto, in early June of 2013, and due to a lack of response by MTL, I then proceeded to export the vehicle without visual inspection. I then requested that the respondents release the Mercedes from the MTL storage site *and export it back to Germany*.

15. The request to MTL for export to Germany was made verbally. I specifically instructed MTL to export the vehicle to Germany to an address previously provided to MTL for export of my other cargo. The request was made to export to the following consignee: Anatoli Ostrovski, Arnold STR 2, Dusseldorf Germany, 40749.

16. It was not until I filed a lawsuit in the United States District Court for the Eastern District of New York that I learned that respondents exported the Mercedes to Dubai.

17. Instead of following my instructions, the respondents shipped the Mercedes to the United Arab Emirates on or about August 24, 2013 without my permission or direction to ship it to that location.

18. On or about June 7, 2013, MAVL purchased a 2004 Harley Davidson FXDXI, VIN ending in 7436 ("Harley #1"). This motorcycle was paid for in full by MAVL.

19. On or about June 11, 2013, MAVL purchased a 2007 Harley Davidson FXD, VIN ending in 1645 ("Harley #2"). This motorcycle was paid for in full by MAVL.

20. On or about July 8, 2013, MAVL purchased a 2000 Harley Davidson XL883, VIN ending in 3838 ("Harley #3"). This motorcycle was paid for in full by MAVL.

21. After MAVL made payment in full for all three motorcycles, they were all released to MAVL with their original titles.

22. Complainants retained the services of a carrier not a party to this action and known as Unitrans-PRA ("Unitrans"), and Harley #'s "1", "2", and "3" were delivered to the Unitrans' storage facility for shipment overseas.

23. On or about September 6, 2013, respondent Alper contacted Unitrans via email and directed Unitrans to refrain from shipping Harley #'s "1", "2", and "3" on the basis that MAVL had attempted to appropriate these motorcycles which were purportedly owned by MTL and Car Express. Alper specifically stated to Unitrans that: "Your company was previously advised of this fact verbally on August 22, 2013 and this serves as formal notice of such. We are currently requesting that you hold the...cargo until release instructions are provided...". A copy of Alper's email is annexed hereto as Exhibit "C".

24. On or about October 23, 2013, respondent Alper then fraudulently obtained a replacement title for Harley #3 from the State of Georgia.

25. On or about November 8, 2013, respondent Alper contacted Unitrans and advised that he had obtained title to Harley #3 so that Unitrans would release Harley #3 back into the custody and control of MTL. A copy of the email is annexed hereto as Exhibit "D".

26. Alper's act in obtaining title to Harley #3 was fraudulent on the basis that he was aware that complainants possessed an original title, and he made misrepresentations to the State of Georgia in order to obtain a replacement title.

27. Upon information and belief, the misrepresentations made to the State of Georgia made by Alper in order to obtain title were that the original title was misplaced or destroyed, and that MTL was the lawful owner of Harley #3.

28. To date, respondents have refused to authorize Unitrans to release Harley #'s "1", "2", and "3" to their proper consignees, despite complainants' request that the respondents do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing
is true and correct.

Executed on October 1, 2016



Maxim Ostrovskiy

Exhibit "A"

VOID WITHOUT BEAR WATERMARK HOLD UP TO LIGHT TO VIEW

THE
CIVIL
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...

USE
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AND
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7418976

Manhattan

Manhattan, N.Y. 10011

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RECEIVED
10/1/80

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Exhibit “B”



Marine Transport Logistic Inc

63 Hook Road
Bayonne, NJ. 07002
USA

201-858-8600

Invoice

Reference #
IO-5010

Date	Due Date	Number
May/09/2013	May/16/2013	24261

Bill to IAM & AL GROUP, INC 115E 57 STREET , FL11 NEW YORK, NY 10022. USA	Shipper: ATLANTIC CARGO LOGISTICS LLC Consignee: ATLANTIC CARGO LOGISTICS LLC Origin/Destination: BRV / NYC Entry Date: Oct/31/2012 Carrier: Cosco AWB / BL No.: COSU4505431850 House Way Bill: Pieces / Weight: 1 / 0.00 lb Booking Number: COSU4505431850 Container No.: CAXU6911501
---	---

Year	Make	Model	VIN	Notes
2006	Mercedes-Ben	SL-Class	WDBSK79F86F113072	STORAGE 05/04-6/05

Description of Charges	Quantity	Price	Amount
Storage Fee (5/04-6/05)	1.00	150.00	150.00

TERMS AND CONDITIONS:
 This invoice contains cash outlays advances for your account. Payments must be received no later than 10 business days after sailing date. Past due invoices are subject to mandatory late payment fee of \$250 plus the cost of collection. Please remit promptly. All sales are final. No refunds. Marine Transport Logistics credit only. All ocean freight rates are quoted "ALL IN" to include: Base ocean freight, Loading, Lashing, Drayage and Export documentation filing.

USD 150.00

PLEASE PAY THIS AMOUNT

RETURN PORTION To Ensure Proper Credit, Please Return This Portion With Payment

Payment Instruction

For INTERNATIONAL Wire Transfers: HSBC BANK
89 RIVER DRIVE SOUTH
JERSEY CITY, NJ 07310
ROUTING: 021001088
SWIFT: MRMDUS33
Contact office for account information

For DOMESTIC Wire Transfers: TD BANK
1701 ROUTE 70 EAST
CHERRY HILL, NJ 08034
ROUTING: 026013673
SWIFT: CBNAUS33
Contact office for account information

MAILING ADDRESS
 Marine Transport Logistics
 63 New Hook Rd
 Bayonne, NJ 07002

For ACH PAYMENTS:
 Contact Office for account information

Make all checks payable to - Marine Transport Logistics
 Office: 201.858.8600 Fax: 201.858.8607

Customer **IAM & AL GROUP, INC**

Invoice **24261** File #: **IO-5010**

Invoice Date: May/09/2013
 Container Number: CAXU6911501
 Origin: BRV
 Destination: NYC
 Amount: USD 150.00

Year	Make	Model	VIN
2006	Mercedes-Ben	SL-Class	WDBSK79F86F113072

Marine Transport Logistic Inc
Open Invoices
January 11 through May 9, 2013 (USD)

Thursday
 May 09, 2013

Type	Date	Number	References	Due	Amt. Due	Origina	Invoice:Container
IAM & AL GROUP, INC							
Invoice	Jan/11/201	18091	Master # COSU4505431850; Booking #	Jan/18/2	150.00	150.00	CAXU6911501
Invoice	Feb/04/201	19098	Master # COSU4505431850; Booking #	Feb/11/2	150.00	150.00	CAXU6911501
Invoice	Mar/04/201	20622	Master # COSU4505431850; Booking #	Mar/11/2	150.00	150.00	CAXU6911501
Invoice	Apr/22/2013	23343	Master # COSU4505431850; Booking #	Apr/29/2	150.00	150.00	CAXU6911501
Invoice	Apr/22/2013	23344	Master # COSU4505431850; Booking #	Apr/29/2	150.00	150.00	CAXU6911501
Invoice	May/09/201	24261	Master # COSU4505431850; Booking #	May/16/	150.00	150.00	CAXU6911501
Total IAM & AL GROUP, INC					900.00		
Total					900.00		

Exhibit “C”

From: Dimitry [mailto:dimitry@mtlworld.com]
Sent: Friday, September 06, 2013 3:36 PM
To: 'kathyk@unitrans-pra.com'; 'olga@unitrans-pra.com'; 'simon@unitrans-pra.com'
Cc: 'ala@mtlworld.com'; 'Alex Solovyev'; Alkaplusinc (alkaplusinc@aol.com)
Subject: Misdelivery of 3 Harley Davidsons Attention PRA President/Owner
Importance: High

Good-afternoon Simon,

Please allow this letter to serve as formal notice that the below 3 units have been wrongfully shipped by your company. The units in question were purchased by Car Express & Import Inc, proof of purchase is attached. There was a fraudulent attempt to appropriate the units by MAVL CAPITAL without any authorization to do so. Your company was previously advised of this fact verbally on August 22, 2013 and this serves as formal notice of such. We are currently requesting that you hold the below mentioned cargo until release instructions are provided by Car Express & Import. We are awaiting your confirmation on this issue to avoid and further unnecessary legal action.

Units in question:

- 1) 2000 Harley Davidson Vin #1HD4CEM18YK133838
- 2) 2007 Harley Davidson Vin #1HD1GM4167K321645
- 3) 2004 Harley Davidson Vin #1HD1GRW364K327436

Regards,
Dimitry Alper
Director of Operations
Legal Department
Marine Transport Logistics
63 New Hook Road
Bayonne, New Jersey 07002
Business Phone (201) 858-8600 Ext 120
Fax 201-603-2824
Skype: Dimitry Alper

Unless otherwise noted, all ocean freight quotations are valid for 30 days from the date of original quotation, subject to equipment availability, subject to any and all tariff additional valid at time of shipment. Inland freight quotations are subject to third party increases valid at time of shipment, subject to any fuel surcharges valid at time of shipment, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit, subject to availability of inland carrier at time of booking. Loading, lashing, securing, blocking and bracing of cargo is for shipper's account. Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk. Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking. Kindly note all vessel dates are subject to changes. Equipment is subject to availability. By using MTL's services, client thereby agrees to terms and conditions which could be found at our website www.MTLWORLD.com.

ALL COMMUNICATION IN THIS EMAIL IS PRIVILEGED AND INTENDED ONLY FOR THE ORIGINAL RECIPIENT. ALL OTHER USE OF SUCH COMMUNICATION IS PROHIBITED BY LAW.

Exhibit “D”

From: Dimitry [<mailto:dimitry@mtlworld.com>]
Sent: Friday, November 08, 2013 1:54 PM
To: 'Simon Kaganov'
Cc: 'Aleksander Solovyev'; alla@mtlworld.com
Subject: RE: Misdelivery of 3 Harley Davidsons Attention PRA President/Owner

Good afternoon Simon,

We obtained the original title for Motorcycle Harley Davidson vin #133838. Please advise where and when we can pick up above mentioned cycle. Appreciate your assistance.

Regards,
Dimitry Alper
Director of Operations
Legal Department
Marine Transport Logistics
63 New Hook Road
Bayonne, New Jersey 07002
Business Phone (201) 858-8600 Ext 120
Fax 201-603-2824
Skype: Dimitry Alper

Unless otherwise noted, all ocean freight quotations are valid for 90 days from the date of original quotation, subject to equipment availability, subject to any and all tariff additional valid at time of shipment. Inland freight quotations are subject to third party increases valid at time of shipment, subject to any fuel surcharges valid at time of shipment, subject to weight limitations and weight distribution requirements in accordance with the local and national rules and regulations of the country(ies) of transit, subject to availability of inland carrier at time of booking. Loading, lashing, securing, blocking and bracing of cargo is for shipper's account. Carrier reserves the right to stow cargo in the best interest of the Vessel and in compliance with local, national and international rules, regulations and conventions. On deck shipments at shipper's risk. Dangerous cargo, as defined by 49 CFR or the IMDG Code, is subject to the line's approval at time of booking. Kindly note all vessel dates are subject to changes. Equipment is subject to availability. By using MTL's services, client thereby agrees to terms and conditions which could be found at our website www.MTLWORLD.com.

ALL COMMUNICATION IN THIS EMAIL IS PRIVILEGED AND INTENDED ONLY FOR THE ORIGINAL RECIPIENT. ALL OTHER USE OF SUCH COMMUNICATION IS PROHIBITED BY LAW.

CEI, OS
CEC
ArSes
Rab

ORIGINAL

**BEFORE THE
FEDERAL MARITIME COMMISSION**

Docket No.: 16-16

FILED

DEC 8 2016

Federal Maritime Commission
Office of the Secretary

MAVL CAPITAL, INC.,
IAM & AL GROUP INC., and MAXIM OSTROVSKIY,

Complainants,

– vs. –

MARINE TRANSPORT LOGISTICS, INC. and DIMITRY ALPER,

Respondents.

**APPENDIX TO COMPLAINANTS' RESPONSE TO THE COMMISSION'S ORDER TO
SHOW CAUSE WHY THE COMPLAINT SHOULD NOT BE PARTIALLY DISMISSED**

- Appendix "A"** Pages from Tariff of Marine Transport Logistic Inc.
- Appendix "B"** Ocean Liner Bill of Lading from MAERSK Line
- Appendix "C"** Sworn Response to Interrogatories verified by Alla Solovyeva, from the matter of *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-7110)
- Appendix "D"** Certification of Alexander Safonov from the matter of *MAVL Capital Inc. et al. v. Marine Transport Logistics Inc. et al.* (U.S.D.C. – E.D.N.Y. Docket No.: 13-cv-7110)

APPENDIX “A”

Marine Transport Logistic Inc. - FMC Tariff No. 1	Orig/Rev Original	Page TITLE PAGE
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page TITLE PAGE
TITLE PAGE	CORR: 0	Issued: 01May2012

TITLE PAGE

Effective: 28Jul2011 Thru: Expires: Publish 28Jul2011 Amend: C
Originally Issued: 04May2004 Originally Effective: 04May2004

Marine Transport Logistic Inc.
63 HOOK ROAD
BAYONNE, NJ 07002
Tel: 201-858-8600 Fax: 201-858-8607

NVOCC Tariff No. 001

Naming

Rules, Regulations and Freight Rates
Applicable on the Transportation of Commodities

Between

Worldwide Ports and Points
(As Named in Rule 1)

And

United States Ports and Points
(As Named in Rule 1)

Marine Transport Logistic Inc. is a Non-Vessel Operating Common Carrier
registered with the Federal Maritime Commission under Organization No.018709

For explanation of abbreviations and reference marks see Rule 29.

NOTICE TO TARIFF USERS

This document is compiled to reflect carrier's tariff as published in
compliance with regulations of the U.S. Federal Maritime Commission (FMC).
Carrier's official tariff is that contained in the Internet web site of
Distribution-Publications, Inc., located at www.dpiusa.com

Publishing Office
Distribution-Publications, Inc.
180 Grand Ave, Ste 430
OAKLAND, CA, USA 94612
Phone: 1-510-273-8933 Fax: 1-510-273-8959
Email: publishing@dpiusa.com

Marine Transport Logistic Inc. - FMC Tariff No. 1	Orig/Rev Original	Page 2,000,033
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,033
SECTION 2 - RULES	CORR: 0	Issued: 01May2012
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p><u>RULE 2-140: CARGO STORAGE</u></p> <p>Effective: 28Feb2012 Thru: Expires: Publish 28Feb2012 Amend: C</p> <p>Except as otherwise provided herein, Carrier provides 30 calendar days free storage prior for vehicles, trucks and boats received for US export shipment at its CFS/CY as listed herein. Beyond 30 days, storage charges per day apply as follows:</p> <p>A. STORAGE CHARGES AT BAYONNE, NJ Automobiles & Vehicles: USD 10 per day Trucks: USD 20 per day Boats: USD 20 per day</p> <p>B. STORAGE CHARGES AT Savannah, GA; Norfolk, VA; Charleston, SC; Miami, FL; Jacksonville, FL; Houston, TX; Los Angeles, CA; Oakland, CA; Seattle, WA; Baltimore, MD; Boston, MA Automobiles & Vehicles: USD 10 per day Trucks: USD 20 per day Boats: USD 20 per day</p> <p>These charges apply in addition to ocean freight rates and all other charges provided herein. Also, any storage charges, tollage, wharfage, terminal handling and/or other charges assessed against the cargo at port of origin or discharge by the underlying ocean carrier or port terminal operator in connection with storage, handling of cargo shall be for the account of the cargo.</p> <p>C. WAREHOUSE STORAGE - VEHICLES (C)</p> <p>Carrier's CFS/CY may be a designated warehouse. Shipper, at its own expense, will deliver its vehicle to the Carrier's designated warehouse for loading into the container for movement to the U.S. load port.</p> <p>As part of the warehouse storage and handling of the vehicles:</p> <p>(i) shipper will be entitled to 30 days free storage starting from the date of arrival of the vehicle at the warehouse in order to allow time to provide the Carrier with the vehicle title, absent which the vehicle will not be loaded into a container;</p> <p>(ii) if after 30 days the title to a vehicle has not been presented by the shipper to the Carrier, the shipper has the option to either retrieve its vehicle or allow the vehicle to remain stored at the warehouse pending the Carrier's receipt of the title; and</p>		
This tariff number 018709-001 is published by Distribution-Publications, Inc. (DPI) on the web at http://www.dpiusa.com .		
RESP 091		

APPENDIX "B"

		NON-NEGOTIABLE WAYBILL	SCAC MAEU
			BL No. 560777509
Shipper MARINE TRANSPORT LOGISTICS INC 63 NEW HOOK ROAD BAYONNE NJ 07002 UNITED STATES		Booking No. 560777509	
Consignee MIDDLE EAST ASIA ALFA FZC ANDREY TRETIVKOV CORNICHE TOWER FLAT 2208, AJMAN, UAE Tell. +971 6 7454179 Cell. +971 56 1440911		Export Reference EO-23147	Svc Contract 644011
Notify Party SAME AS CONSIGNEE		<p>This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to charge the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing.</p> <p>Delivery will be made to the Consignee or his authorized agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.</p> <p>Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)</p>	
Vessel MAERSK MEMPHIS	Voyage No. 1305	Place of Receipt. Applicable only when document used as Multimodal Waybill	
Port of Loading NEW YORK, NY, US	Port of Discharge JEBEL ALI, UNITED ARAB EMIRATES	Place of Delivery. Applicable only when document used as Multimodal Transport B/L, (see clause 1)	

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 2 UNITS 2006 MERCEDES-BENZ SL-CLASS SL65 AMG; SL65 AM VIN# WDBSK79F86F113072 2011 PORSCHE PANAMERA BASE; 4 VIN# WP0AA2A75BL017399 X20130821010350 TCKU9589649 40 DRY 9'6 2 UNITS 4882.47 KGS Shipper Seal : 7269874 THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S.LAW PROHIBITED. SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT PREPAID CY/CY Outward Forwarders reference EO-23147	4882.47 KGS	

Above particulars as declared by Shipper; but without responsibility of or representation by Carrier.

Freight & Charges	Rate	UoR	Currency	Prepaid	Collect
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Charlotte	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"			
Shipped on Board Date (Local Time) 2013-08-24	Date Issue of Waybill 2013-09-12				
Declared Value Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$					
Forwarder MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002		Signed for the Carrier A.P. Møller - Maersk A/S trading as Maersk Line Maersk Agency U.S.A., Inc - Charlotte CRC <small>As Agent(s) for the Carrier</small>			

APPENDIX "C"

9934/SHV
CICHANOWICZ, CALLAN, KEANE, VENGROW & TEXTOR, LLP
61 Broadway, Suite 3000
New York, New York 10006-2802
(212)344-7042
Attorneys for Defendants

MAVL CAPITAL, INC., IAM & AL GROUP
INC., and MAXIM OSTROVSKIY,

Plaintiffs,

- against -

MARINE TRANSPORT LOGISTICS, INC.,
ROYAL FINANCE GROUP, INC., CAR
EXPRESS & IMPORT, INC., ALEKSANDR
SOLOVYEV, DIMITRY ALPER, and JOHN
DOE CORP., the unidentified Vessel Operating
Common Carrier/Ocean Liner,

Defendants.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

13 Civ. 7110 (SLT)(RLM)

**RESPONSE TO PLAINTIFFS'
INTERROGATORIES TO
MARINE TRANSPORT
LOGISTICS, INC.**

Defendant Marine Transport Logistics, Inc. ("MTL"), by their attorneys Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, answer plaintiffs' Interrogatories as follows.

GENERAL OBJECTIONS

Defendant expressly reserves their right to supplement or modify these responses, and will do so to the extent required by the Federal Rules of Civil Procedure. Defendant will not be responding to Interrogatories relating to the motion to dismiss causes of action in the Complaint that is currently pending before the Court at this time, and will respond to all such Interrogatories, as necessary, following the Court's decision on the motion to dismiss in accordance with that required by the Federal Rules of Civil Procedure.

SPECIFIC OBJECTIONS AND RESPONSES

1. With respect to the documents annexed hereto as Exhibit "A", if these documents contain an AES-XTN number (AES External Transaction Number) or are missing an AES-ITN.

Response:

AEX-XTN or AES-ITN numbers are listed on the "Exhibit A" documents. With respect to MTL HB/L HBOL15161, AES-XTN and/or AES-ITN numbers are not required for Bobcats.

2. With respect to all Vehicles, please state the following: (A) If sold by you, identify the individuals or entities directly involved in the sale of these Vehicles. (B) Identify the documents pertaining to the transfer of ownership of said Vehicles, whether sold by you, used as part of the export process. (C) If sold by you, state the amount received for the sale of said Vehicles and identify which defendant received the proceeds of the sales of said Vehicles. (D) State whether or not the proceeds of the sale of said Vehicles has already been applied to any purported debt owed by Plaintiffs, and if they were, in what manner the proceeds of the sale were applied.

Response:

The 2006 Mercedes SL65 was sold for \$3,800 in Dubai. No other vehicles responsive to this Interrogatory are known at this time, and MTL is still in the process of developing relevant documents in response to this Interrogatory and will provide same, if available.

3. With respect to the 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072, 2011 Porsche Panamera, VIN ending in 7399, and 2010 Bobcat S185, VIN ending in 8388 described in the Complaint, explain the factual basis under which these vehicles were exported to Dubai, UAE and/or sold to third parties.

Response:

The 2006 Mercedes SL65 VIN#3072, 2011 Porsche Panamera VIN#7399, and 2010 Bobcat S185 listed above were exported to Dubai, UAE for sale by Car Express & Import, Inc. pursuant to Clause 15 of the MTL House Bill of Lading ["LIEN"] for unpaid freight and other charges owed by plaintiffs. The 2011 Porsche Panamera VIN#7399 and the 2010 Bobcat S185 are currently in storage in Dubai, UAE. The 2006 Mercedes SL65 VIN#3072 was sold pursuant to Clause 15 of the MTL House Bill of Lading ["LIEN"] for unpaid freight and other charges owed by plaintiffs.

4. With respect to all Vehicles: (A) Identify the individuals or entities authorizing you to export these vehicles. (B) Identify the manner in which the individuals or entities authorizing you to export these vehicles provided such authorization. Identify the documents pertaining to the export of these vehicles, including any documents received by you from individuals or entities authorizing you to export this vehicle, and documents filed by you with any government authorities, such as U.S. Customs, the U.S. Census Bureau, and the U.S. Department of Commerce.

Response:

Authorization for the export of the vehicles was given by plaintiffs orally and in writing via e-mail, as seen in the email correspondence previously attached as part of defendant Aleskandr Solovyev's Affidavit in Opposition to Plaintiff's Order to Show

Cause, e.g.: the June 11, 2013 email from plaintiff for the 2004 Bobcat S205 and 2010 Bobcat S185, April 18, 2013 email from plaintiff for the 2011 Porsche Panamera VIN#7399, and implied consent has been given from the course of conduct moving vehicles between plaintiff and MTL.

5. State whether you are required to file any documents with CBP, Department of Commerce, or the ocean liners in reference to the overseas shipment of Containers, Vehicles, or goods, including any filings required under a process known as "Pipeline", and describe in detail all such documents.

Response:

MTL files a dock receipt and a certificate of title with CBP. No title is required for the export of Bobcats. MTL provides shipping instructions and a copy of the MTL House Bill of Lading to the Vessel Operating Ocean Common Carrier. Upon clarification by plaintiffs on what "Pipeline" is, MTL reserves the right to supplement or amend this Interrogatory response.

6. Identify the individuals in your office who prepared, filed, and received any and all documents related to the AES-ITN's for the Vehicles.

Response:

Natalia Leslie was involved in the preparing, filing, and receiving of documents relating the AES-ITN. Natalia Leslie is no longer employed with MTL.

7. Identify the individuals at your office who received the written authorizations or powers of attorney to prepare and transmit Electronic Export Information for the Vehicles.

Response:

See response to Interrogatory no. 6.

8. State the USPPI (U.S. Principal Party in Interest) listed on the application for the aforesaid AES-ITNs for the Containers, and Vehicles, and provide the address of the USPPI.

Response:

Objection. This Interrogatory seeks responses not relevant to the case at hand, and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory is further related to claims that may be subject to dismissal in pending motion practice. Without waiving the foregoing objections, MTL reserves the right to supplement or amend this Interrogatory in accordance with the Court's decision on the pending motion practice.

9. State the names and addresses of each and every individual and/or entity who engaged your services for the transportation of automobiles or other personal property, whether the transportation took place domestically, or abroad, between December 1, 2012 and August 31, 2013.

Response:

Objection. This Interrogatory is overly broad, vague, ambiguous, and lacks particularity, and seeks responses not relevant to the case at hand, and not reasonably

calculated to lead to the discovery of admissible evidence. This Interrogatory is further related to claims that may be subject to dismissal in pending motion practice. Without waiving the foregoing objections, and upon clarification from the plaintiffs on the relevancy, MTL reserves the right to supplement or amend this Interrogatory in accordance with the Court's decision on the pending motion practice.

10. Please identify any licenses, permits or other authorizations issued to you by state and/or federal agencies or authorities which are required by law for the conduct of your business, and include the license/permit/authorization number and issuing agency.

Response:

MTL is licensed as a Non-Vessel Operating Common Carrier by the Federal Maritime Commission. MTL's NVOCC License No. is 018709N.

11. Please identify any licenses, permits or other authorizations issued to you by state and/or federal agencies or authorities which are required by law for the purposes of making loans and/or extending credit for the purchase of automobiles.

Response:

None.

12. Please describe in detail the process followed by you in asserting a lien on the Vehicles which you claim that you were entitled to assert a lien upon.

Response:

MTL provides notice of the outstanding charges owed by the shipper via e-mail, and the lien materializes pursuant to Clause 15 of the MTL House Bill of Lading ["LIEN"] upon non-payment of freight and other charges owed by plaintiffs.

13. Please identify any notices served or published by you prior to your seizure and sale of any of the Vehicles which you claim that you are entitled to seize and sell by virtue of a lien.

Response:

Actual notice is given in the MTL House Bill of Lading, and constructive notice is given in the MTL tariff.

14. Please identify any notices served or published by you prior to your seizure and sale of any of the Vehicles which you claim that you are entitled to seize and sell by virtue of a lien.

Response:

See response to Interrogatory no. 13.

15. Please explain the factual basis for invoicing plaintiffs in the amount of \$16,501.00 as set forth in MARINE TRANSPORT LOGISTICS, INC. invoice number 27702.

Response:

MTL Invoice no. 277002 is for \$16,501.00 outstanding on the purchase, inland transportation, and storage of a 2004 Volvo VIN# 5476 at plaintiff's request.

VERIFICATION

I hereby declare under penalty of perjury that the responses to the foregoing Response to Interrogatories are true and correct to the best of my knowledge, information, and belief.

Dated: December 12, 2014

By: Alla Solovyeva

Alla Solovyeva

Title: President

Dated: December 13, 2014
New York, NY

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Defendants

By: Stephen H. Vengrow

Stephen H. Vengrow

Eric Chang

61 Broadway, Suite 3000

New York, New York 10006-2802

(212) 344-7042

To: Marcus A. Nussbaum
Attorney for Plaintiffs
P.O. Box 245599
Brooklyn, NY 11224

APPENDIX “D”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Marcus A. Nussbaum, Esq. (MN 9581)
P.O. Box 245599
Brooklyn, NY 11224
Tel: 201-956-7071
Fax: 347-572-0439
Attorney for Plaintiffs
marcus.nussbaum@gmail.com

<p>MAVL CAPITAL, INC., IAM & AL GROUP INC., and MAXIM OSTROVSKIY,</p> <p><i>Plaintiffs,</i></p> <p>— vs. —</p> <p>MARINE TRANSPORT LOGISTICS, INC., ROYAL FINANCE GROUP, INC., CAR EXPRESS & IMPORT INC., ALEKSANDR SOLOVYEV, DIMITRY ALPER, and JOHN DOE CORP., the unidentified Vessel Operating Common Carrier/Ocean Liner,</p> <p><i>Defendants.</i></p>	<p>CIVIL ACTION</p> <p>Docket No.: 1:13-cv-07110-SLT-RLM</p> <p><u>CERTIFICATION OF ALEXANDER SAFONOV</u></p>
--	--

Alexander Safonov, pursuant to 28 U.S.C. § 1746, making the following Certification under penalty of perjury, in lieu of an oath or affidavit says:

1. I am the President and Owner of a corporation known as Crocus Investments (“Crocus”), a non-party to this action.
2. I was also an owner of a foreign corporation known as Middle East Asia Alfa, FZC (“MEAA”), also a non-party to this action.
3. I submit this Certification in response to various misrepresentations of fact made by the defendants and their counsel in this matter, as they pertain to two automobiles allegedly sold to MEAA by the defendants herein and which are at issue in this matter, to wit: (1) a 2006

Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 (the "Mercedes"); and (2) a 2011 Porsche Panamera, VIN ending in 7399 (the "Porsche").

4. I have read and reviewed an email, dated February 23, 2015 from counsel for defendants herein to counsel for plaintiffs herein, together with attachments (all of which are annexed hereto as **Exhibit "A"**).

5. The representations made in paragraph "4" of the email from defendants' Counsel are false, to wit: that defendant Royal Finance Group ("RFG") allegedly sold the Mercedes to MEAA for the amount of \$3500.00 (this paragraph also makes reference to an additional \$1,450.00 paid toward a motorcycle purchase, unrelated to this matter, for a total sum of \$4950.00 paid by MEAA to RFG). Paragraph "4" of the email from defendants' Counsel also makes reference to an invoice from RFG to MEAA (# 347110) purporting to indicate a sale of the Mercedes to MEAA, a copy which is attached to the February 23, 2015 email at page "10".

6. At no time did MEAA ever receive invoice # 347110 from the defendants and at no time did MEAA ever purchase the Mercedes from defendants herein. MEAA's only involvement with this vehicle was repair and storage of the vehicle in Dubai, UAE at defendants' direction and request. See the attached invoice (#a20) dated August 20, 2014 for "customs fees, auto repair, and storage" which was emailed by MEAA to the defendants herein, a copy of which is annexed hereto as **Exhibit "B"**.

7. I also respectfully refer the Court's attention to a bank statement provided by defendants and their counsel (attached to the February 23, 2015 email at page 11), and which indicates a wire in the amount of \$4950.00 from Crocus to RFG on December 6, 2013. I note that it appears as though either defendants or their counsel have altered this document to show that this wire transfer was made on account of MEAA. This is also a false representation of fact by the defendants and/or their counsel.

8. Defendants herein have alleged that this wire of \$4950.00 was payment for the Mercedes and motorcycle purchase. This is untrue. I note that defendants herein have alleged in a separate lawsuit before the Federal Maritime Commission (Docket No. 15-04) that this wire of \$4,950.00 was actually for the purchase of a boat trailer (with VIN # LW95141 – 37), which Crocus purchased from the defendants herein for the amount of \$4,950.00. On or about December 3, 2013, defendant RFG provided Crocus with an invoice (# 1204 AS) for the sale of the boat trailer, a copy of which is annexed hereto as **Exhibit “C”**.

9. I also respectfully refer the Court to the attached document from a matter in which Crocus has filed a claim against the defendants herein before the Federal Maritime Commission, Docket No. 15-04, as a result of the defendants’ violations of the Shipping Act of 1984. This document, entitled: “Respondents Proposed Findings of Fact, and Response to Complainants’ Proposed Findings of Fact” is annexed hereto as **Exhibit “D”**.

10. Paragraph “14” on Page “6” of Respondents Proposed Findings of Fact contains an admission by the defendants herein that Crocus paid “\$4950 toward the purchase of a boat trailer...See Royal Finance Group Invoice # 1204 AS”.

11. With specific regard to the Porsche, I wish to inform the Court that similar to the Mercedes, MEAA did not purchase this vehicle from the defendants herein.

12. The Porsche (together with the Mercedes) was shipped to MEAA in Dubai, UAE, at the request of defendants Alexander Solovyev, RFG and Marine Transport Logistics (“MTL”). At their direction and request, MEAA performed the customs clearance for these vehicles, paid customs duties, repaired and stored these vehicles. At their direction and request, MEAA paid \$50,000 for the customs duties, repair and storage of the vehicles, which defendants Alexander Solovyev and MTL promised to repay. (See the invoice in Exhibit “B” for \$50,000) At Solovyev’s request, after the repairs were complete, MEAA released the vehicles to defendants’ consignee.

However, Solovyev and MTL failed to repay the \$50,000.00 to MEAA, which to date remains unpaid.

13. Unbeknownst to me, Mr. Solovyev and Mr. Tretiykov were engaging in a fraudulent scheme whereby they were importing stolen vehicles (such as the Porsche and Mercedes) into Dubai under the pretense that said vehicles were salvage vehicles. In Dubai, after the vehicles were repaired, they were issued a new title. This allowed Mr. Solovyev and Mr. Tretiykov to sell the stolen vehicles with a clean title to third-parties.

14. As a result of this ongoing fraudulent scheme, I opened a criminal investigation in Dubai against Mr. Tretiykov who subsequently fled the country.

The foregoing is true and correct to the best of my knowledge under penalty of perjury under 28 U.S.C. § 1746.

Executed on April 13, 2016


Alexander Safonov

Exhibit "A"



Marcus Nussbaum <marcus.nussbaum@gmail.com>

MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al. - S.D.N.Y. 13 Civ. 7110 (SLT)(RLM) - CCKVT Ref.: 9934/SHV

Stephen Vengrow <SVengrow@cckvt.com>
To: Marcus Nussbaum <marcus.nussbaum@gmail.com>
Cc: Eric Chang <EChang@cckvt.com>

Mon, Feb 23, 2015 at 1:52 PM

Re: MAVL Capital, Inc.; IAM & AL GROUP, Maxim Ostrovskiy v. MTL, et al.
S.D.N.Y. 13 Civ. 7110 (SLT)(RLM)
Our Ref.: 9934/SHV

Dear Marcus,

In response to your February 18, 2015 email clarifying plaintiffs' request for production, please see the attached documents:

1. Salvage titles (front and reverse side) for the Mercedes SL65 and the Porsche Panamera.
2. Maersk B/L 560777509 for the Mercedes SL65 and the Porsche Panamera.
3. Royal Finance Group Invoice 40011 for the sale of the Bobcat S185 in the amount of \$8,000 [with \$2,650 paid in cash] and a statement reflecting a April 25, 2014 wire transfer from Igor Gudim for the balance of \$5,350. The bank statement has been redacted for all other transactions.
4. Royal Finance Group Invoice 347110 for the sale of the Mercedes SL65 in the amount of \$3,500. The bank statement showing payment for this transaction is for \$4,950, which includes payment of the \$3,500 for the Mercedes SL65 and \$1,450 toward an motorcycle purchase unrelated to this case. The bank statement has been redacted for all other transactions.

Regards.

Stephen H. Vengrow

Cichanowicz, Callan, Keane,
Vengrow & Textor LLP
61 Broadway, Suite 3000
New York, NY 10006

Page 001

Tel: 212.344.7042
Fax: 212.344.7285
SVengrow@cckvt.com

CONFIDENTIAL: This message contains information from the law firm of Cichanowicz, Callan, Keane, Vengrow & Textor LLP which may be privileged, confidential and exempt from disclosure under applicable law. If you have received this message in error, please inform us immediately and delete all copies of it from your system.



9934 DOCUMENTS 2015-02-23.pdf
2541K

STATE OF CALIFORNIA

SALVAGE CERTIFICATE

VEHICLE IDENTITY

V61032013GT

AUTOMOBILES

WPOAA2A75BL017399

2011 PORSCHE

STATE NUMBER 6TPN524

SD

514

09/02/2013

03/20/13

18361 MI

WARNING:

The vehicle described herein has been found to be a salvage vehicle per CVC 11515 and may not be eligible for vehicle identity identification number (VIN) inspection as per CVC 11515 and may require a VIN inspection in addition a certification of compliance with the requirements of the law.

To transfer ownership of this vehicle, the owner must complete the reassignment on the back of this certificate.



<IAAI SLD 49336371 SALED007>
TRACK# 11432121 09/02/13 0 Sale Disposal Final

with
a
to
as



been declared a total loss salvage vehicle.

SALVAGE

8118712

000446

KEEP IN A SAFE PLACE VOID IF ALTERED

Handwritten text, possibly a date or reference number.

Handwritten text, possibly initials or a signature.

Handwritten text, possibly a name or title.

Handwritten text, possibly a date or reference number.

Handwritten text, possibly a date or reference number.

STATE OF CALIFORNIA

SALVAGE CERTIFICATE

9/14/10

REGISTRATION

DATE

WHERE

CV

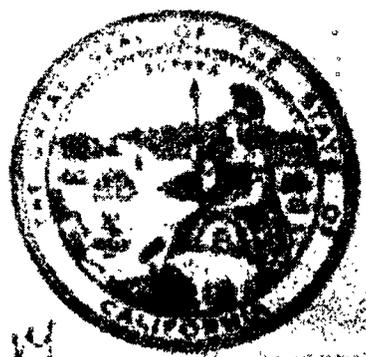
2011

09/14/2010

The vehicle described herein is the property of the State of California, and is being transferred to the purchaser of this vehicle under the provisions of CVC 11515. The purchaser of this vehicle is hereby notified that the vehicle is being transferred to the purchaser under the provisions of CVC 11515, and that the purchaser is responsible for the certification of every vehicle transferred under this act.

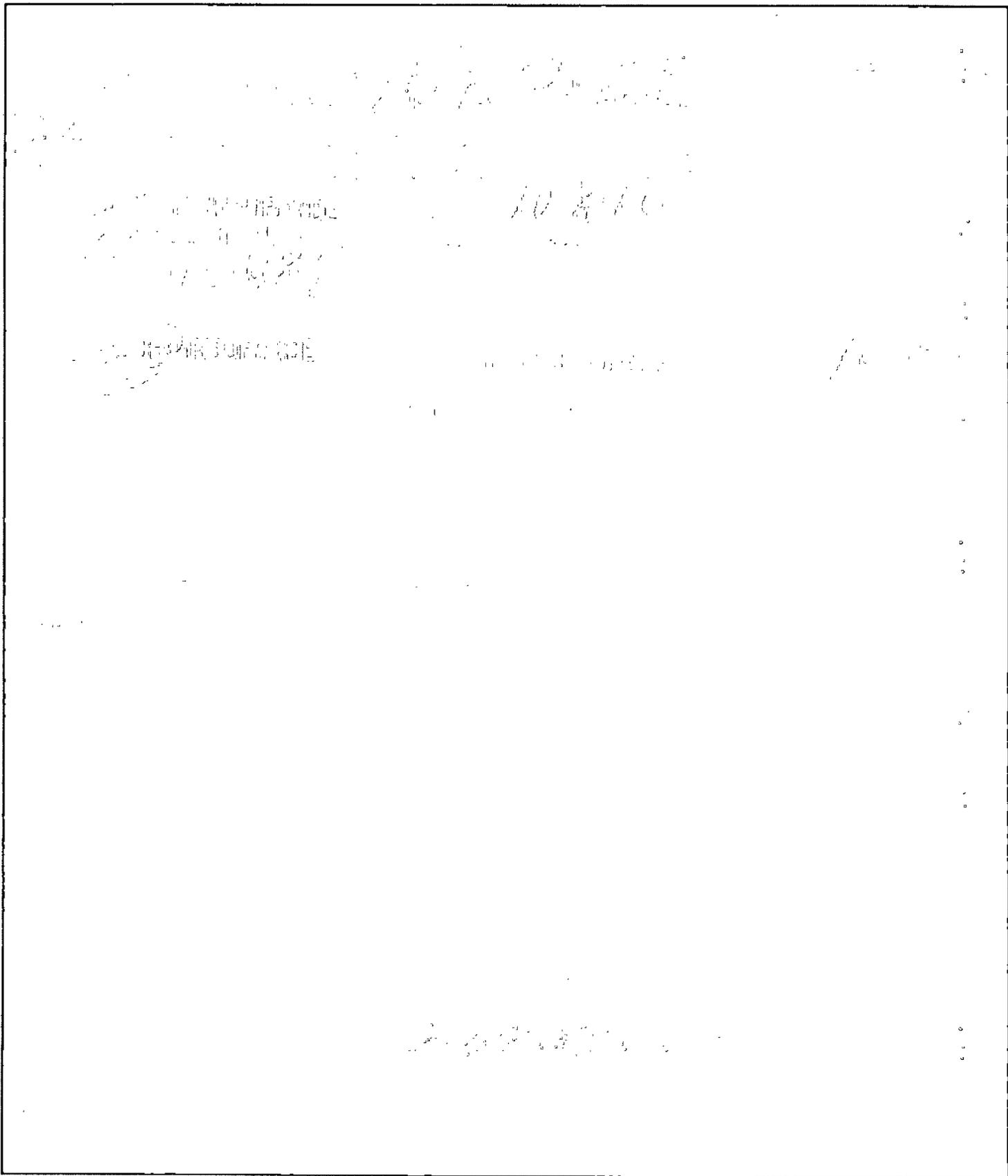
To transfer ownership of this vehicle, the purchaser must provide a valid driver's license and a valid California identification card.

CVC 11515 requires the purchaser to provide a valid driver's license and a valid California identification card. The purchaser is responsible for the certification of every vehicle transferred under this act. The purchaser is also responsible for the payment of the sales tax on the purchase price of the vehicle. The purchaser is also responsible for the payment of the license fee on the vehicle.



SALVAGE

7418976



		NON-NEGOTIABLE WAYBILL	SCAC MAEU
			B/L No. 560777509
Shipper MARINE TRANSPORT LOGISTICS INC 63 NEW HOOK ROAD BAYONNE NJ 07002 UNITED STATES		Booking No. 560777509	Svc Contract 644011
Consignee MIDDLE EAST ASIA ALFA FZC ANDREY TRETIVKOV CORNICHE TOWER FLAT 2208, AJMAN, UAE Tell. +971 6 7454179 Cell. +971 56 1440911		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Line Bill of Lading (available from the carrier, its agents and at www.maerskline.com), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.	
Notify Party SAME AS CONSIGNEE		Onward inland routing (Not part of Carriage as defined in clause I. For account and risk of Merchant)	
Vessel MAERSK MEMPHIS	Voyage No. 1305	Place of Receipt, Applicable only when document used as Multimodal Waybill	
Port of Loading NEW YORK, NY, US	Port of Discharge JEBEL ALI, UNITED ARAB EMIRATES	Place of Delivery, Applicable only when document used as Multimodal Transport B/L. (see clause I)	

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 2 UNITS 2006 MERCEDES-BENZ SL-CLASS SL65 AMG; SL65 AM VIN# WDBSK79F86F113072 2011 PORSCHE PANAMERA BASE; 4 VIN# WP0AA2A75BL017399 X20130821010350 TCKU9589649 40 DRY 9'6 2 UNITS 4882.47 KGS Shipper Seal : 7269874 THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S.LAW PROHIBITED. SHIPPER'S LOAD, STOW, WEIGHT AND COUNT FREIGHT PREPAID CY/CY Outward Forwarders reference EO-23147	Weight 4882.47 KGS	Measurement
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container					
Shipped on Board Date (Local Time) 2013-08-24		Place of Issue of Waybill Charlotte			
Date of Issue of Waybill 2013-09-12		Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"			
Declared Value Charges (see clause 7.3 of the Maersk Line Bill of Lading) for Declared Value of US\$					
Forwarder: MARINE TRANSPORT LOGISTICS HOOK RD Bayonne NJ 07002			Signed for the Carrier A.P. Møller - Maersk A/S trading as Maersk Line Maersk Agency U.S.A., Inc - Charlotte CRC As Agent(s) for the Carrier		

ROYAL FINANCE GROUP, INC
63 NEW HOOK ROAD
BAYONNE, N.J. 07002
TEL : 646.725.1335

=====
4/15/2014

COMMERCIAL INVOICE : 40011

TO : IGOR GUDIN
VOLGOGRAD, RUSSIA

DESCRIPTION OF CARGO FOR SALE :

BOBCAT : S185 S/N : A3L938388 \$8,000

TOTAL COST : \$8,000

BOBCAT LOCATED IN HAMINA/ALBATROS TERMINAL.
FREE OUT PRICE, RECEIVER RESPONSIBLE FOR ALL CHARGES IN
FINLAND.
CARGO SOLD AS IS, NO REFUND, NO RETURN.

CUSTOMER SIGNATURE

*42650 paid in
cash on 4/17/14*

[Handwritten signature]

Citibank CBO Services 420
P.O. Box 769018
San Antonio, Texas 78245

400/R1/20FC30

009
CITIBANK, N. A.
Account

ROYAL FINANCE GROUP, INC.
63 NEW HOOK ROAD
BAYONNE NJ 07002

Page 1 of 3

Relationship Summary:

Checking	-----
Savings	-----
Checking Plus	-----

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS FLEXIBLE CHECKING			
Average Daily Collected Balance			
DEPOSIT SERVICES CHECKS, DEP ITEMS/TICKETS, ACH **WAIVE	9	.4000	3.60
Total Charges for Services			\$0.00
Net Service Charge			\$0.00

CitiBusiness Flexible Checking

Date	Description	Beginning Balance:		Balance
		Debits	Credits	
12/05				
12/06	FUNDS TRANSFER WIFE FROM CROCUS FZE	4,950.00		
12/06				
12/06				
12/09				
12/09				
12/09				
12/09				
12/09				
12/10				
12/10				
12/10				
12/12				

Exhibit “B”

From: asiaalfa fzc <asiaalfazc@gmail.com>
 Subject: Fwd: invoice -Porsche panamera-2011 Mercedes SL-65
 Date: November 12, 2015 at 14:07
 To: alena@mvlawadvocate.com

Forwarded message
 From: asiaalfa fzc <asiaalfazc@gmail.com>
 Date: 2014-08-20 13:34 GMT-04:00
 Subject: invoice -Porsche panamera-2011 Mercedes SL-65
 To: mitworld@mitworld.com

INVOICE #a20

August 20, 2014

Middle East Asia Alfa ,FZC
 UAE, SAIF Sharjah
 Executive Suite
 P.O.Box 9133, C3-31/09
 Account Number 102 467 704 79 03
 IBAN-AE 100 260 001 024 677 047 903
 BANK ADDRESS - P.O.BOX-777 EMIRATES NBD, DUBAI MARINA BRANCH

BILL To:
 Royal Finance Group, Inc
 1040 SEMINOLE DR APT 1460 FORT LAUDERDALE, 33304

#	DESCRIPTION	TOTAL\$
1	customs fees, auto repair, storage Porsche panamera 2011	44000
	VIN:WP0AA2A75BL017399	
2	Mercedes SL 65 -2006	6000
	VIN:WDBSK79F86F113072	
	TOTAL due	50 000 \$

INVOICE #a20

August 20, 2014

Middle East Asia Alfa ,FZC

UAE, SAIF, Sharjah

Executive Suite

P O Box 9133, C3-31/09

Account Number 102 467 704 79 03

IBAN- AE 100 260 001 024 677 047 903

BANK ADDRESS - P O BOX-777 EMIRATES NBD DUBAI MARINA BRANCH

BILL To

Royal Finance Group, inc

1040 SEMINOLE DR APT 1460 FORT LAUDERDALE, 33304

#	DESCRIPTION	TOTAL,\$
1	custom's fees, auto repair, storage Porshe panamera 2011	44000
	VIN WP0AA2A75BL017399	
2	Mercedes SL 65 -2006	6000
	VIN WDBSK79F86F113072	
	TOTAL due	50 000 \$

Exhibit "C"

Royal Finance Group, Inc

1040 Seminole Dr , Apt.1460
Fort Lauderdale, Florida 33304
Tel 646 725 1335

12/3/2013

INVOICE # 1204 AS

TO
CROCUS FZE
UAE. DUBAI, Palm - Jumeira,
Shoreline,AL HASEER,
apartment -705
ALEXANDER SAFONOV

TEL +971 56 678 0202

CARGO DESCRIPTION

boat trailer 2005 NTTRL vin# LW95141 - 37'

TOTAL COST : **\$4,950.00**

WIRING INSTRUCTION

Royal Finance Group, Inc
1040 Seminole Dr , Apt.1460
Fort Lauderdale, Florida 33304

CITI BANK, N.A. CitiBank, N.A.
5 Marine View Plaza, Hoboken, NJ 07030 ABA 021272655
ACCOUNT 759635976 SWIFT CITI US 33

Exhibit “D”

**BEFORE THE
FEDERAL MARITIME COMMISSION**

DOCKET NO. 15-04

CROCUS INVESTMENTS, LLC AND CROCUS, FZE

(Complainants)

v.

**MARINE TRANSPORT LOGISTICS, INC. AND
ALEKSANDR SOLOVYEV a/k/a ROYAL FINANCE GROUP INC.**

(Respondents)

**RESPONDENTS' PROPOSED FINDINGS OF FACTS, and RESPONSE TO
COMPLAINANTS' PROPOSED FINDINGS OF FACT**

By: CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Respondents
Marine Transport Logistics, Inc., and
Aleksandr Solovyev

Stephen H. Vengrow
svengrow@cckvt.com
Eric Chang
echang@cckvt.com
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

Respondents' Proposed Findings of Fact.

1. Respondent Solovyev, through his company Car Express, is an agent of MTL.

(See Complainants' Proposed Finding of Fact No. 20, See Dep. Tr. of Solovyev, at 37:24 – 38:16, 48:2 – 49:4; See Dep. Tr. of Alla Solovyeva, at 18:13-16; See also August 13, 2014 email from Solovyev to Complainants, with the signature block stating that "Car Express & Import, Inc., As an agent for Marine Transport", at Appendix CX 103).

2. World Express & Connection, Inc. is a warehouse, separate and independent from Marine Transport Logistics, Inc.

(See deposition testimony from Aleksandr Solovyev ("Solovyev"), at 19:2-3, and Alla Solovyeva, Dep. Tr. of Alla Solovyeva, at 15:9-16, Appendix CX 261-264).

3. Andrey Tretyakov, an employee at Middle East Asia Alfa, was the person responsible for booking shipments with MTL on behalf of Complainants.

(See Dep. Tr. of Solovyev, at 48:20 – 49:4, 51:16-19; Dep Tr. of Alla Solovyeva, at 24:14-16, 29:3-15, 46:16 – 47:9).

4. Complainants did not book the export shipment of the 2010 Formula Boat from U.S. to Jebel Ali, with MTL.

(See Dep. Tr. of Alexander Safonov, on behalf of Complainants, at 64:25 – 65:8).

5. Complainants did not pay ocean freight for the shipment of the 2010 Formula Boat.

(See Appendix CX 031 and Respondents' Proposed Findings of Fact No. 14 for the total paid by Complainants, which is not inclusive of the \$13,000 estimated ocean freight for the 2010 Formula Boat.)

6. The May 30, 2014 shipment from Dubai to U.S. of the 2008 Chaparral Boat and 2011 Monterey Boat, was performed by APL under APL B/L No. APLU020188407.

(See Appendix RX 05).

7. MTL is not a shipper on the APL B/L No. APLU020188407.

(See Appendix RX 05).

Respondents' Response to Complainants' Proposed Findings of Fact.

1. Alexander Safonov is the owner of Crocus, FZE and Crocus Investments, LLC.

Response:

Admit.

2. Alexander Safonov also owned Middle East Asia Alfa, FZC and employed Andrey Tretyakov.

Response:

Admit.

3. Aleksandr Solovyev is the owner of Royal Finance Group, Inc.

Response:

Admit.

4. Solovyev, through Royal Finance Group, Inc. issued invoices for shipping to Complainants.

Response:

Deny.

Royal Finance Group ("RFG") advanced payments on behalf of the foreign Complainants to Co-Part (a U.S. auction site), and to other companies (e.g. MTL, Car Express, inland trucking companies). This was done as a convenience to Complainants so that Complainants would only need to make a single "lump sum" wire-transfer payment to RFG and, accordingly, could avoid paying the fees associated with sending multiple wire transfers. In this way, Complainants would also avoid incurring penalties for late payment to the auction site, which could occur if there are delays with the foreign wire transfers. (See Dep. Tr. of Solovyev, at 45-17 – 47:25). RFG, in turn, charged a commission to Complainants for its services. (See Dep. Tr. of Solovyev, at 46:8-14).

5. Solovyev through Royal Finance Group, Inc. forwarded payments he had collected from Complainants for MTL's shipping services to MTL.

Response:

Admit.

6. Aleksandr Solovyev is the owner of World Express and Connection, Inc., the company which MTL alleges has current custody of Complainants' property.

Response:

Admit.

7. World Express and Connection, Inc. and MTL both have the same address at 63 New Hook Road, Bayonne, NJ 07002.

Response:

Admit in part. World Express & Connection ("WEC") and MTL are two of several businesses that are located at 63-69 New Hook Road, Bayonne, NJ 07002.

8. Aleksandr Solovyev is married to Alla Solovyeva who is the owner of MTL.

Response:

Admit in part. Solovyev and Solovyeva are currently separated, but not yet legally divorced.

9. Aleksandr Solvyev used the email address mtlworld@mtlworld.com.

Response:

Admit.

10. Alla Solovyeva uses the email address alla@mtlworld.com.

Response:

Admit.

11. Aleksandr Solovyev has been identified as the managing member of Marine Transport Logistic, Inc.

Response:

Deny.

Solovyev is not a managing member of MTL. Solovyev does not own MTL and is not employed by MTL. (See Dep. Tr. of Solovyev, at 35:7-15). Car Express & Import, Inc., a company owned by Solovyev, is an agent of MTL. (See Dep. Tr. of Solovyev, at 37:24 – 38:16, 48:2 – 49:4; See Dep. Tr. of Alla Solovyeva, at 18:13-16; See also August 13, 2014 email from Solovyev to Complainants, with the signature block stating that “Car Express & Import, Inc., As an agent for Marine Transport”, at Appendix CX 103).

Complainants refer to a LinkedIn Page (Appendix CX 016) wherein Solovyev lists his title as “general manager at Marine Transport Logistics.” LinkedIn is a professional networking site, and Solovyev exaggerated his involvement and importance with MTL as part of his online networking presence. But, this does not change the actual relationship between Car Express and MTL and Solovyev and MTL.

Complainants also refer to a “Vessel Bill of Sale” (Appendix CX 018) on which Aleksandr Solovyev is listed as “General Manager of Marine Transport Logistic [sp]”. It is believed that this document was generated unilaterally by Middle East Asia for purposes of clearing Jebel Ali Customs, without Solovyev’s input and consent, and the “Signature of Seller” is not that of Solovyev’s.

[Moreover, Complainants “obtained” the LinkedIn Page (Appendix CX 016) on July 29, 2015 and had the opportunity to question Solovyev concerning his LinkedIn profile and the Vessel Bill of Sale at his November 20, 2015, but Complainants elected not to ask any clarifying questions regarding the above two documents.]

12. Aleksandr Solovyev communicated on behalf of Marine Transport Logistics with the Complainants.

Response:

Admit in part. Car Express, as agent for MTL, communicated with MTL to obtain shipping quotes for Complainants. The final shipping instructions for the 2008 Chaparral Boat and 2011 Monterey Boat were given directly by Andrey Tretyakov of Middle East Asia to MTL. (See Dep. Tr. of Solovyev, at 51:16-19); (See Dep. Tr. of Solovyeva, at 46:18 – 47:9).

13. Marine Transport Logistic, Inc. permitted Aleksandr Solovyev to act on its behalf and hold himself out as its agent.

Response:

Admit in part. Car Express, a company owned by Solovyev, is an agent of MTL.

14. Complainants paid a total of \$99,739.00 for the purchase and shipment of three boats: 2008 Chaparral 190 SSI; 2011 Monterey 2014; and 2010 Formula 34PC.

Response:

Deny in part.

The total alleged to be paid by Complainants of \$99,739.00 is broken down as follows, and does not include payment for shipment of the 2010 Formula 34 PC ("2010 Formula Boat"):

- \$30,000 toward the purchase and loading/shipping of the 2008 Chaparral Boat and the purchase and loading/shipping of the 2011 Monterey Boat. (See Royal Finance Group Invoice # 1177AT in the amount of \$15,455 and Royal Finance Group Invoice # 1168AT in the amount of \$14,855; at Appendix CX 007 and CX 011). [Although the total of the two invoices is \$30,310; Respondent Solovyev confirms that the \$30,000 payment by Complainants was payment for Invoices # 1177AT and 1168AT.]
- \$59,780 toward the purchase and inland delivery *only* of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009, See Also the August 9, 2013 email from Respondent Solovyev to Complainants, at Appendix CX 020, attaching Royal Finance Group Invoice # 1189AT).
- \$4,950 toward the purchase of a boat trailer, for use in the anticipated shipping of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1204 AS, dated December 3, 2013, at Appendix CX 010.)
- \$5,000 is believed to have been paid by Complainants toward the purchase of a boat trailer, for use in the shipping and delivery of an un-related Sea Ray Boat. [But the date and proof of this payment has not been provided by Complainants to enable Respondents to confirm.]

As calculated above, the total of \$99,730 (i.e., \$30,000 + \$59,780 + \$4,950 + \$5,000), is the sum alleged to have been paid by Complainants.

However, Royal Finance Group Invoice # 1204 AS, dated December 3, 2014, with the amount of \$13,000.00 for "Loading/Shipping to Dubai" of the 2010 Formula Boat, was never paid and Complainants do not allege that they paid it. (See Appendix CX 028-029). Had such payment been made, the total paid by Complaints would be \$112,730 (i.e., \$99,730 + \$13,000). This was not paid because of the commercial end of Complainants' business in Jebel Ali and Complainants' decision not to ship the 2010 Formula Boat to Jebel Ali; Complainants ultimately, in August 2014, decided to move the 2010 Formula Boat to Florida.

15. In May 2013 Solovyev purchased the two smaller boats, Chaparral and Monterey for the Complainants and was ordered to ship the boats to Dubai via Marine Transport Logistic, Inc.

Response:

Deny.

Car Express purchased the 2008 Chaparral Boat and 2011 Monterey Boat on or about April 2013. Car Express, as agent for MTL, also assisted Complainants with measuring the boats and trailers and putting together the loading requirements and freight quotes from MTL. Once the quotes were agreed to, Andrey Tretyakov provided MTL with the shipping instructions for the 2008 Chaparral Boat and 2011 Monterey Boat from NJ to Jebel Ali. (See Dep. Tr. of Solovyev, at 51:3-19).

16. Those boats were shipped by MTL and arrived in Dubai.

Response:

Admit.

However, it is significant that in the Verified May 27, 2015 Formal Complaint in this proceeding [Docket No. 15-04], Safonov subscribed and swore, under oath, that as of February 2014, "MTL still has not made any shipments of the boats" and "Complainants contacted MTL, and requested that MTL reroute the shipment of *all three boats* to Florida, USA" (emphasis added). See Formal Complaint, at ¶ 20. This fact takes on particular importance in that it raises a real question as to whether Complainants contacted MTL in February 2014, as alleged, especially since no February 2014 communication has been produced by Complainants to substantiate this allegation, despite two requests to produce made by Respondents.

17. On or about August 7, 2013 Solovyev purchased the larger boat, Formula, for Complainants and Complainants ordered the boat to be shipped to Dubai via Marine Transport Logistic, Inc.

Response:

Deny.

Car Express purchased the 2010 Formula Boat on request of Complainants in August 2013, and invoiced Complainants \$59,780 toward the purchase and inland delivery *only* of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009).

But, Complainants did not “[order] the boat to be shipped to Dubai via Marine Transport Logistics, Inc.” Although Complainant may have originally intended to ship the 2010 Formula Boat to Dubai and an initial freight quote was provided to Complainants by Respondents, the commercial end of Complainants’ business in Jebel Ali and Complainants’ decision not to ship the 2010 Formula Boat to Jebel Ali resulted in Complainants not booking the shipment of the 2010 Formula Boat from NJ to Jebel Ali with MTL; not communicating any shipping instructions to MTL; and, not making payment for the shipping of the 2010 Formula Boat. (See Dep. Tr. of Alexander Safonov, on behalf of Complainants, at 64:25 – 65:8).

18. Complainants paid for the purchase and shipping of the boat.

Response:

Deny.

Assuming that Complainants are referring to the 2010 Formula Boat, Complainants paid \$59,780 for the purchase and inland delivery of the 2010 Formula Boat. (See Royal Finance Group Invoice # 1189AT, dated August 7, 2013, at Appendix CX 009). Complainants did not pay the \$13,000 initial freight quote for the loading and shipping of the 2010 Formula Boat. (See Appendix CX 028-029.)

19. Complainants also were invoiced and paid for a trailer to ship the Formula via roll on/ roll off.

Response:

Admit.

20. Marine Transport Logistic, Inc. did not ship the larger boat to Dubai between August 2013 and December 2013 (six months).

Response:

Deny in part.

In November 2013, Solovyev located a trailer to be used for the anticipated shipping of the 2010 Formula Boat to Dubai, but Complainants rejected the trailer in November 2013 because “[Complainant] didn’t like that trailer.” (See Dep. Tr. of Safonov, at 64:13-19). A “good or proper trailer that [Complainants] think is suitable” was located by Solovyev in December 2013, but Complainants still had not given any shipping instructions or paid for shipping, because Complainants, allegedly, “decided [Complainants didn’t] want to deal with [Tretyakov].” (See Dep. Tr. of Safonov, at 20-24; 64:25 – 65:8). The 2010 Formula Boat was, thus, “never shipped” by MTL because Complainants did not make a booking with MTL or pay for shipping; in other words, because Complainants *did not want* MTL to ship the 2010 Formula Boa to Dubai.

21. In December 2013, Solovyev on behalf of MTL contacted Safonov requesting a second payment for a trailer on which the larger boat was to be shipped roll on/roll off to Dubai.

Response:

Deny.

22. Safonov paid for a trailer for the Formula.

Response:

Admit.

23. Solovyev stopped communicating after receiving the second payment for the trailer until summer of 2014 (12 months passed since the purchase of the Formula.

Response:

Deny.

Deny that “Solovyev stopped communicating after receiving the second payment for the trailer until summer of 2014.” [In this Response, Respondents assume that “summer of 2014” refers to August 2014,

because Complainants frame their question as “12 months [having] passed since the purchase of the Formula”, which was made in August 2013.]

In particular, Safonov testified at deposition that in December 2013, Safonov and Solovyev “agreed and said we will deal with [the 2010 Formula Boat] after new year.” (See Dep. Tr. of Safonov, at 65:14-18). Safonov further alleges, although it has not been substantiated, that he sent a letter to Solovyev in February 2014, that letter has not been produced in discovery. (See Dep. Tr. of Safonov, at 65:9-13). Moreover, Safonov testified that in June 2014, he spoke with Solovyev by phone. (See Dep. Tr. of Safonov, at 68:3-10).

24. In August 2014, Safonov sent Solovyev a Demand Letter, requesting that Respondents immediately return his property.

Response:

Admit.

25. Respondents did not give Complainants notice of the storage fees until August 13, 2014, over a year after the Formula was purchased, and shipping to Dubai was paid by Complainants.

Response:

Deny.

Deny that “shipping to Dubai was paid by Complainants.” (See Response to Complainants Proposed Fact No. 18). Moreover, Tretyakov was informed of the storage by Solovyev. (See Dep. Tr. of Solovyev, at 64:16-24; 65:14-23).

26. In response to the Demand Letter, Solovyev issued an invoice for the storage of the Formula in the amount of \$39,409.39, charging for storage at the rate of \$9.60 per linear meter, equaling to \$105.31 per day.

Response:

Admit that upon receiving Complainants’ August 13, 2014 demand for the release of the 2010 Formula Boat, Royal Finance Group issued Invoice # 70C010, dated August 13, 2014 in the amount of \$39,409 for outstanding storage and unloading. (See Appendix CX 013.)

27. The storage fees in the invoice were contrary to Marine Transport Logistic, Inc.’s posted tariffs of \$20.00 per day.

Response:

Deny.

The storage of the 2008 Chaparral Boat, the 2011 Monterey Boat, and the 2010 Formula Boat was being done by World Express & Connection, Inc. The storage was not being performed by MTL, but rather by World Express. (See Appendix CX 261-266).

Additionally, MTL's posted tariff rate applies only to "boats received [by MTL] for US export shipment." (See Appendix CX 178).

The 2008 Chaparral Boat and 2011 Monterey Boat were received by MTL, as a consignee only, on a APL bill of lading on a Dubai to U.S. import shipment and were delivered to World Express for storage by Solovyev pending instructions from the shipper, Middle East, on the APL bill of lading. The 2010 Formula Boat was delivered to World Express, with the initial contemplation by Complainant that the 2010 Formula Boat would be exported to Dubai through MTL. However, after 369 days with no booking made and no shipping instructions, and with Complainants, ultimately, after 369 days deciding *not* to export the 2010 Formula Boat with MTL, the storage fees (charged by World Express) would not be subject in any event to MTL's posted tariff.

28. After receiving the invoice for storage, Safonov gave Solovyev notification that he refused to pay the exorbitant and conjured up fees and demands his property be returned.

Response:

Admit that Complainants refused to pay the outstanding storage charges.

29. While the two smaller boats were in Dubai, Complainants purchased parts and refurbished the boats to a marketable condition. (Proffered Testimony of Alexander Safonov).

Response:

Respondents neither admit nor deny this Proposed Finding of Fact. In this regard, Respondents have not been provided any documents during discovery to show that the boats were "refurbished to a marketable condition," and Complainants cite as support only to a non-specific photograph of a boat. (See Appendix CX 242).

30. On November 18, 2015, Solovyev through his company World Express & Connection, Inc. filed a lawsuit styled *World Express & Connection, Inc. v. Crocus Investments, LLC, Crocus FZE, Alexander Safonov, and Middle*

East Asia Alfa FZE, in the United States District Court, District of New Jersey under case number 2:15-cv-08126-KM-MAH claiming that Complainants owe the company \$115,259.51 in storage fees as a result of the transactions at issue.

Response:

Admit.

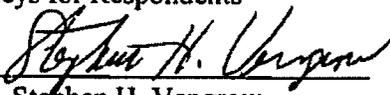
31. Marine Transport Logistic, Inc. produced copies of invoices during the discovery phase of this lawsuit that showed it paid World Express and Connection, Inc. for the storage of Complainants' boats.

Response:

Admit.

Dated: February 11, 2016

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