

BEFORE THE  
FEDERAL MARITIME COMMISSION

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DOCKET NO. 16-16

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

v.

MARINE TRANSPORT LOGISTICS, INC. and DIMITRY ALPER,  
(Respondents)

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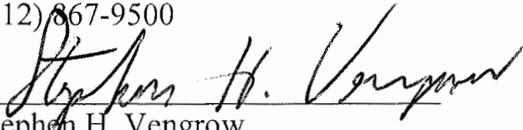
**RESPONDENT MARINE TRANSPORT LOGISTICS, INC.'S**  
**APPENDIX OF DOCUMENTS IN SUPPORT OF THE ORDER TO SHOW CAUSE**

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Public Access to Court Records (PACER) Docket for E.D.N.Y. 13 Civ. 7110 .....Exh 01  
Complaint filed December 12, 2013 in E.D.N.Y. 13 Civ. 7110 [Exhibits Omitted].....Exh 02  
May 19, 2014 E-mail from Respondents' counsel to Complainants' counsel.....Exh 03  
September 10, 2013 E-mail from Unitrans to Respondent Alper .....Exh 04

Dated: October 17, 2016  
New York, NY

Respectfully submitted,  
MONTGOMERY McCracken  
WALKER & RHOADS, LLP  
*Attorneys for Respondent*  
*Marine Transport Logistics, Inc.*  
437 Madison Avenue, 29th Floor  
New York, NY 10022  
(212) 867-9500

  
\_\_\_\_\_  
Stephen H. Vengrow  
Eric Chang

RESPONDENT MARINE TRANSPORT LOGISTIC, INC.

EXH. 01

**U.S. District Court  
Eastern District of New York (Brooklyn)  
CIVIL DOCKET FOR CASE #: 1:13-cv-07110-SLT-RLM**

Maval Capital, Inc. et al v. Marine Transport Logistics, Inc. et al  
Assigned to: Judge Sandra L. Townes  
Referred to: Magistrate Judge Roanne L. Mann  
Cause: 28:1331 Fed. Question: Breach of Contract

Date Filed: 12/12/2013  
Jury Demand: None  
Nature of Suit: 120 Contract: Marine  
Jurisdiction: Federal Question

**Plaintiff**

**Maval Capital, Inc.**

represented by **Marcus A. Nussbaum**  
POB 245599  
Brooklyn, NY 11224  
888-426-4370  
Fax: 347-572-0439  
Email: marcus.nussbaum@gmail.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**IAM & AL Group Inc.**

represented by **Marcus A. Nussbaum**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**Maxim Ostrovskiy**

represented by **Marcus A. Nussbaum**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Marine Transport Logistics, Inc.**

represented by **Stephen H. Vengrow**  
Montgomery McCracken Walker & Rhoads  
LLP  
437 Madison Avenue  
29th floor  
New York, NY 10022  
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*LEAD ATTORNEY*  
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**Eric Chang**  
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212-867-9500

Fax: 212-599-1759  
Email: echang@mmwr.com  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Royal Finance Group, Inc.**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Car Express & Import Inc.**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Aleksandr Solovyev**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Dimitry Alper**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**John Doe Corp.**  
*the unidentified Vessel Operating Common  
Carrier/Ocean Liner*

**Counter Claimant**

**Royal Finance Group, Inc.**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*

*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**Car Express & Import Inc.**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**Dimitry Alper**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**Aleksandr Solovyev**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Counter Claimant**

**Marine Transport Logistics, Inc.**

represented by **Stephen H. Vengrow**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Eric Chang**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Counter Defendant**

**IAM & AL Group Inc.**

represented by **Marcus A. Nussbaum**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

Maval Capital, Inc.

represented by **Marcus A. Nussbaum**  
 (See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Counter Defendant**

Maxim Ostrovskiy

represented by **Marcus A. Nussbaum**  
 (See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

<b>Date Filed</b>	<b>#</b>	<b>Docket Text</b>
12/12/2013	<u>1</u>	COMPLAINT against All Defendants Disclosure Statement on Civil Cover Sheet completed -yes,, filed by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Attachments: # <u>1</u> Civil Cover Sheet) (Bowens, Priscilla) (Entered: 12/16/2013)
12/12/2013		FILING FEE: \$ 400, receipt number 4653067958 (Bowens, Priscilla) (Entered: 12/16/2013)
12/12/2013	<u>2</u>	Summons Issued as to Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Bowens, Priscilla) (Entered: 12/16/2013)
12/16/2013	<u>3</u>	In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that <i>if</i> all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically <b>only if all parties wish to consent</b> . The form may also be accessed at the following link: <a href="http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf">http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf</a> . <b>You may withhold your consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent.</b> (Bowens, Priscilla) (Entered: 12/16/2013)
02/03/2014	<u>4</u>	WAIVER OF SERVICE Returned Executed by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. Dimitry Alper waiver sent on 1/31/2014, answer due 4/1/2014; Car Express & Import Inc. waiver sent on 1/31/2014, answer due 4/1/2014; Marine Transport Logistics, Inc. waiver sent on 1/31/2014, answer due 4/1/2014; Royal Finance Group, Inc. waiver sent on 1/31/2014, answer due 4/1/2014; Aleksandr Solovyev waiver sent on 1/31/2014, answer due 4/1/2014. (Nussbaum, Marcus) (Entered: 02/03/2014)
02/03/2014	<u>5</u>	MOTION for Temporary Restraining Order , MOTION for Preliminary Injunction by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Attachments: # <u>1</u> Memorandum in Support, # <u>2</u> Affidavit in Support Declaration in Support) (Nussbaum, Marcus) (Entered: 02/03/2014)
02/04/2014	<u>6</u>	NOTICE of Appearance by Stephen H. Vengrow on behalf of Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev (aty to be noticed) (Vengrow, Stephen) (Entered: 02/04/2014)
02/04/2014	<u>7</u>	NOTICE of Appearance by Eric Chang on behalf of Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev (aty to be noticed) (Chang, Eric) (Entered: 02/04/2014)

02/06/2014	<u>8</u>	ORDER TO SHOW CAUSE dated 2/6/14 that defendants are Ordered to show cause as to why this Court should not enter a Preliminary Injunction. Show Cause Hearing set for 2/21/2014 at 12:00 PM in Courtroom 4B South before Judge Sandra L. Townes. See for complete details. ( Ordered by Judge Sandra L. Townes on 2/6/2014 ) (Guzzi, Roseann) Modified on 2/7/2014 to correct hearing date.(Guzzi, Roseann). (Entered: 02/06/2014)
02/07/2014	<u>9</u>	Consent MOTION for Hearing re <u>8</u> Order to Show Cause, <i>Request for Adjournment of February 21, 2014 Hearing Date</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 02/07/2014)
02/10/2014		SCHEDULING ORDER: The consent motion <u>9</u> to adjourn the Hearing set for February 21, 2014, is granted. The Hearing is hereby adjourned until April 22, 2014, at 10:00AM. The briefing schedule is modified as directed: defendants' response is to be filed by March 7, 2014; and, the plaintiffs' reply is to be filed March 14, 2014. Ordered by Judge Sandra L. Townes on 2/10/2014. (Frullo, Veronica) (Entered: 02/10/2014)
03/07/2014	<u>10</u>	MEMORANDUM in Opposition re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 03/07/2014)
03/07/2014	<u>11</u>	AFFIDAVIT/DECLARATION in Opposition re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction <i>by Aleksandr Solovyev</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 03/07/2014)
03/07/2014	<u>12</u>	AFFIDAVIT/DECLARATION in Opposition re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction <i>by Dimitry Alper</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 03/07/2014)
03/13/2014	<u>13</u>	MOTION for Extension of Time to File Response/Reply as to <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 03/13/2014)
03/14/2014		ORDER granting <u>13</u> Motion for Extension of Time to File Response/Reply. On consent, the briefing schedule is modified: plaintiffs' reply brief shall be due March 28, 2014. Ordered by Judge Sandra L. Townes on 3/14/2014. (Druker, Elina) (Entered: 03/14/2014)
03/28/2014	<u>14</u>	MOTION for Extension of Time to File Response/Reply as to <u>8</u> Order to Show Cause, by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 03/28/2014)
03/31/2014		ORDER granting <u>14</u> Motion for Extension of Time to File Response/Reply. Motion granted on consent. Plaintiffs' reply brief shall be filed on or before April 9, 2014. Ordered by Judge Sandra L. Townes on 3/31/2014. (Druker, Elina) (Entered: 03/31/2014)
04/09/2014	<u>15</u>	REPLY in Support re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction , MEMORANDUM in Support re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction filed by All Plaintiffs. (Attachments: # <u>1</u> Exhibit Annexed Decisions from the Federal Maritime Commission, # <u>2</u> Affidavit in Support Declaration of Maxim Ostrovskiy, # <u>3</u> Exhibit Exhibit A to Ostrovskiy Declaration, # <u>4</u> Exhibit Exhibit B to Ostrovskiy Declaration, # <u>5</u> Exhibit Exhibit C to Ostrovskiy Declaration, # <u>6</u> Exhibit Exhibit C-1 to Ostrovskiy Declaration, # <u>7</u> Exhibit Exhibit D to Ostrovskiy Declaration, # <u>8</u> Exhibit Exhibit E to Ostrovskiy

		Declaration) (Nussbaum, Marcus) (Attachment 8 replaced on 4/10/2014) (Guzzi, Roseann). (Entered: 04/09/2014)
04/11/2014	<u>16</u>	Letter MOTION for Leave to File <i>Sur-Reply to Plaintiffs' Reply</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 04/11/2014)
04/14/2014		ORDER granting <u>16</u> Motion for Leave to File Sur-Reply. Defendants may file a sur-reply in further opposition to Plaintiffs' Order to Show Cause. Defendants' sur-reply shall not exceed 5 pages. Ordered by Judge Sandra L. Townes on 4/14/2014. (Druker, Elina) (Entered: 04/14/2014)
04/16/2014	<u>17</u>	RESPONSE in Opposition re <u>5</u> MOTION for Temporary Restraining Order MOTION for Preliminary Injunction ; <i>Sur-Reply to Plaintiffs' Reply</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 04/16/2014)
04/22/2014		Minute Order for proceedings held before Judge Sandra L. Townes: Hearing on <u>5</u> MOTION for Temporary Restraining Order and Preliminary Injunction held on 4/22/2014. Plaintiffs' counsel conceded that money damages can adequately redress injury and accordingly moved to withdraw <u>5</u> Motion for Temporary Restraining Order and Preliminary Injunction. Plaintiffs motion to withdraw was GRANTED on the record. Bond issue remains unresolved. Court indicated case would be referred to Magistrate Judge Mann for all pretrial matters including determination of bond amount. (Druker, Elina) (Entered: 04/22/2014)
04/23/2014	<u>18</u>	Corporate Disclosure Statement by Car Express & Import Inc. (Vengrow, Stephen) (Entered: 04/23/2014)
04/23/2014	<u>19</u>	Corporate Disclosure Statement by Marine Transport Logistics, Inc. (Vengrow, Stephen) (Entered: 04/23/2014)
04/23/2014	<u>20</u>	Corporate Disclosure Statement by Royal Finance Group, Inc. (Vengrow, Stephen) (Entered: 04/23/2014)
04/23/2014	<u>21</u>	ANSWER to <u>1</u> Complaint , COUNTERCLAIM against IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy by Royal Finance Group, Inc., Car Express & Import Inc., Dimitry Alper, Aleksandr Solovyev, Marine Transport Logistics, Inc.. (Vengrow, Stephen) (Entered: 04/23/2014)
04/23/2014	<u>22</u>	MEMORANDUM AND ORDER dated 4/22/14 that the matter is respectfully referred to Magistrate Judge Mann for all pretrial matters, including determination of an appropriate bond. ( Ordered by Judge Sandra L. Townes on 4/22/2014 ) (Guzzi, Roseann) (Entered: 04/23/2014)
04/23/2014	<u>23</u>	SCHEDULING ORDER: Initial Conference set for 5/8/2014 at 11:00 AM in Courtroom 13C South before Magistrate Judge Roanne L. Mann. SEE ATTACHED MANDATORY REQUIREMENTS FOR CONFERENCE . Ordered by Magistrate Judge Roanne L. Mann on 4/23/2014. (Maynard, Pat) (Entered: 04/23/2014)
04/25/2014	<u>24</u>	ORDER The parties are encouraged to attempt to resolve the bond dispute without further judicial intervention. If those efforts fail, each side shall file a letter, by May 2, 2014, summarizing that side's position on the bond issue and the justifications therefor. If the Court concludes that further argument is warranted, the parties will be heard on this issue at the May 8th initial conference. Ordered by Magistrate Judge Roanne L. Mann on 4/25/2014. (Maynard, Pat) (Entered: 04/25/2014)
05/02/2014	<u>25</u>	Letter re: <i>Defendants' Position on Bond Issue in advance of May 8, 2014 Conference</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal

		Finance Group, Inc., Aleksandr Solovyev (Vengrow, Stephen) (Entered: 05/02/2014)
05/02/2014	<u>26</u>	Letter re: <i>Plaintiffs' Position on Bond Issue in advance of May 8, 2014 Conference</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy (Nussbaum, Marcus) (Entered: 05/02/2014)
05/08/2014	<u>27</u>	Minute Entry for proceedings held before Magistrate Judge Roanne L. Mann:Initial Conference Hearing held on 5/8/2014. Fact discovery to be completed by 12/8/2014. Next settlement conference scheduled for 12/18/2014 ( <u>see attached Minute Entry</u> ). (Maynard, Pat) (Entered: 05/08/2014)
05/14/2014	<u>28</u>	ANSWER to <u>21</u> Answer to Complaint, Counterclaim,, by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 05/14/2014)
07/18/2014	<u>29</u>	MOTION for Return of Property <i>and that the Court "So-Order" an indemnity agreement</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 07/18/2014)
07/18/2014	<u>30</u>	Letter <i>addressing Plaintiff's July 16, 2014 Letter Motion</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev (Vengrow, Stephen) (Entered: 07/18/2014)
07/21/2014	<u>31</u>	ORDER denying <u>29</u> Motion for Return of Property. For the reasons stated in this Court's Order, the Court declines to so-order the indemnity agreement ( <u>see attached Order</u> ). Ordered by Magistrate Judge Roanne L. Mann on 7/21/2014. (Maynard, Pat) (Entered: 07/21/2014)
08/15/2014	<u>32</u>	Letter MOTION for pre motion conference by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 08/15/2014)
08/15/2014		ELECTRONIC ORDER denying without prejudice <u>32</u> Motion for Pre Motion Conference. A request for a pre-motion conference in connection with a Rule 12 motion should be addressed to the District Court. Ordered by Magistrate Judge Roanne L. Mann on 8/15/2014. (Williams, Jennifer) (Entered: 08/15/2014)
08/18/2014	<u>33</u>	Letter MOTION for pre motion conference re Order on Motion for Pre Motion Conference, <i>to Hon. Sandra L. Townes</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 08/18/2014)
08/22/2014	<u>34</u>	RESPONSE in Opposition re <u>33</u> Letter MOTION for pre motion conference re Order on Motion for Pre Motion Conference, <i>to Hon. Sandra L. Townes</i> filed by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 08/22/2014)
08/25/2014	<u>35</u>	Supplemental MOTION for pre motion conference re <u>34</u> Response in Opposition to Motion, <u>33</u> Letter MOTION for pre motion conference re Order on Motion for Pre Motion Conference, <i>to Hon. Sandra L. Townes requesting pre-motion conference schedule date</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 08/25/2014)
09/03/2014		ORDER re <u>33</u> Motion for Pre Motion Conference; re <u>35</u> Motion for Pre Motion Conference. In light of the submissions, it appears that a pre-motion conference will not materially assist the Court. The parties are directed to submit a proposed schedule for defendants' anticipated motion to dismiss by September 12, 2014. Ordered by Judge Sandra L. Townes on 9/3/2014. (Druker, Elina). (Entered: 09/03/2014)
09/11/2014	<u>36</u>	MOTION for Discovery <i>Proposed Briefing Schedule per the Court's Instructions</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 09/11/2014)

		09/11/2014)
09/17/2014	<u>37</u>	ORDER dated 9/16/14 granting <u>36</u> Motion for Discovery; Order the parties' agreed-upon briefing schedule is adopted on consent. Plaintiff's request for a stay of discovery is denied. Plaintiff may direct any requests pertaining to discovery to Magistrate Judge Mann. ( Ordered by Judge Sandra L. Townes on 9/16/2014 ) (Guzzi, Roseann) (Entered: 09/17/2014)
09/19/2014		ELECTRONIC ORDER re <u>37</u> Order on Motion for Discovery. The parties are reminded that any request for an extension of the fact discovery deadline must comply with the Individual Rules of the undersigned magistrate judge, and must state whether an adjournment of the December 18th settlement conference is also being sought. Ordered by Magistrate Judge Roanne L. Mann on 9/19/2014. (Maynard, Pat) (Entered: 09/19/2014)
11/25/2014	<u>38</u>	Motion to Dismiss for Failure to State a Claim by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Attachments: # <u>1</u> Memorandum in Support filed by Defendants, served on 10/20/2014, # <u>2</u> Memorandum in Opposition filed by Plaintiffs, served 11/10/2014, # <u>3</u> Affidavit in Opposition filed by Plaintiffs, served 11/10/2014, # <u>4</u> Memorandum in Support in Reply, filed by Defendants, served 11/24/2014) (Vengrow, Stephen) (Entered: 11/25/2014)
12/05/2014	<u>39</u>	MOTION for Extension of Time to Complete Discovery by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 12/05/2014)
12/05/2014		ELECTRONIC ORDER denying <u>39</u> Motion for Extension of Time to Complete Discovery. Plaintiffs' belated request to extend discovery, which closes on Monday, is denied. The December 18th settlement conference will go forward as scheduled. Ordered by Magistrate Judge Roanne L. Mann on 12/5/2014. (Maynard, Pat) (Entered: 12/05/2014)
12/11/2014	<u>40</u>	ORDER It has come to the Court's attention that, after advising the parties, on the record at the May 8th initial conference, that the settlement conference would go forward on December 16, 2014 at 10:00 a.m., the Court's Minute Entry mistakenly reflects that the settlement conference is scheduled for December 18, 2014 (no time specified). The Court is on arraignment duty on December 18, and unavailable for a settlement conference on that date. Therefore, the settlement conference will be held, as originally stated, at 10:00 a.m. on December 16, 2014. The Court regrets the confusion caused by its error ( <u>see</u> attached Order). Ordered by Magistrate Judge Roanne L. Mann on 12/11/2014. (Maynard, Pat) (Entered: 12/11/2014)
12/11/2014	<u>41</u>	Letter MOTION to Adjourn Conference <i>on December 16, 2014</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 12/11/2014)
12/11/2014		ELECTRONIC ORDER granting <u>41</u> Motion to Adjourn Conference. Application granted, in substantial part, on consent. The December 16th settlement conference is adjourned to January 8, 2014 at 10:30 A.M. Ordered by Magistrate Judge Roanne L. Mann on 12/11/2014. (Williams, Jennifer) (Entered: 12/11/2014)
12/18/2014	<u>42</u>	MOTION for Leave to Electronically File Document under Seal by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Attachments: # <u>1</u> Exhibit) (Nussbaum, Marcus) (Entered: 12/18/2014)
12/22/2014	<u>43</u>	ORDER granting <u>42</u> Motion for Leave to Electronically File Document under Seal. Although the Court will not require that plaintiff serve a copy of the referenced document on defendants, or otherwise grant them access thereto, the Court declines to consider any ex parte motion for an extension of the Court's scheduling orders ( <u>see</u> attached Order). Ordered by Magistrate Judge Roanne L. Mann on 12/22/2014. (Maynard, Pat) (Entered: 12/22/2014)

12/28/2014	<u>45</u>	MOTION for Extension of Time to Complete Discovery by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 12/28/2014)
12/30/2014		ELECTRONIC ORDER denying, without prejudice <u>45</u> Motion for Extension of Time to Complete Discovery; ORDER re <u>43</u> Order on Motion for Leave to Electronically File Document under Seal, <u>44</u> Sealed, Letter filed by Maval Capital, Inc., Maxim Ostrovskiy, IAM & AL Group Inc. Although the Court's Order of December 22, 2014 (DE #43) did not require that plaintiffs serve a copy of their previous sealed letter (DE #42) on defendants, the Court expressly stated that it would not consider any <i>ex parte</i> motion for an extension of time. Therefore, plaintiffs should not have filed another copy of their sealed motion (DE #44), nor should they have renewed their request for additional time (DE #45) on the basis of information contained in an <i>ex parte</i> submission. Accordingly, the Clerk is requested to remove DE #44 from the court file. In addition, plaintiffs' publicly filed motion for additional time (DE #45) violates this Court's Individual Rules, in that it fails to reflect whether defendants were consulted about the extension request and fails to set forth their position on that request. Plaintiffs' motion to modify the Court's scheduling order (DE #45) is thus denied without prejudice. Ordered by Magistrate Judge Roanne L. Mann on 12/30/2014. (Maynard, Pat) (Entered: 12/30/2014)
01/08/2015	<u>46</u>	Minute Entry for proceedings held before Magistrate Judge Roanne L. Mann: Settlement Conference held on 1/8/2015. The parties are directed to respond to the Court's settlement proposal by January 15, 2015. If the case doesn't settle, the parties are directed to meet and confer by January 16, 2015, regarding their dispute about the adequacy of defendants' discovery responses. The Court overrules defendants' objections based on the pendency of their motion to dismiss, since a dispositive motion does not automatically stay discovery and defendants at no time moved for a stay. Defendants are directed to supplement their responses by January 23, 2015. ( <u>see</u> attached Minute Entry). (Pescatore, Brittney) (Entered: 01/08/2015)
01/12/2015	<u>47</u>	ORDER. All parties have now responded to the Court's settlement proposal. Unfortunately, there is no settlement. Parties should comply with all deadlines previously set by the Court. Ordered by Magistrate Judge Roanne L. Mann on 1/12/2015. (Pescatore, Brittney) (Entered: 01/12/2015)
09/08/2015	<u>48</u>	MEMORANDUM AND ORDER: Defendants' <u>38</u> Motion for judgment on the pleadings is granted in part. Given that Plaintiff's invoke this Court's maritime jurisdiction, Plaintiffs are ordered to Show Cause withing 30 days of the date of this Order, why this Court should not dismiss Plaintiffs' remaining claims. So Ordered by Judge Sandra L. Townes on 9/2/2015. (Lee, Tiffeny) (Entered: 09/08/2015)
09/29/2015	<u>49</u>	MOTION for Extension of Time to File <i>Brief Showing Cause Why the Court Should Not Dismiss Plaintiffs' Remaining Claims</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 09/29/2015)
09/30/2015		ORDER granting <u>49</u> Motion for Extension of Time to File. Plaintiffs' time to respond to the Court's order to show cause why Plaintiffs' claims should not be dismissed is hereby extended up to and including October 30, 2015. Ordered by Judge Sandra L. Townes on 9/30/2015. (Nabet, Shani) (Entered: 09/30/2015)
10/22/2015	<u>50</u>	MOTION for Extension of Time to File <i>a brief showing cause why the matter should not be dismissed</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 10/22/2015)
10/26/2015		ORDER granting <u>50</u> Motion for Extension of Time to File. Plaintiffs have up to and including November 13, 2015 to show cause why Plaintiffs' claims should not be dismissed. If, before November 13, 2015, Plaintiffs' counsel makes an in camera showing

		demonstrating medical need, further extensions may be granted. Ordered by Judge Sandra L. Townes on 10/26/2015. (Nabet, Shani) (Entered: 10/26/2015)
11/13/2015	<u>51</u>	MOTION for Leave to Electronically File Document under Seal by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Attachments: # <u>1</u> Exhibit) (Nussbaum, Marcus) (Entered: 11/13/2015)
03/14/2016	<u>52</u>	NOTICE of Change of Firm Name and Address by Stephen H. Vengrow (Vengrow, Stephen) (Entered: 03/14/2016)
03/15/2016		SCHEDULING ORDER: Plaintiffs' motion for an extension of time, filed November 13, 2015, is granted. Plaintiffs are to file a response to the order to show cause no later than April 15, 2016. Ordered by Judge Sandra L. Townes on 3/15/2016. (Frullo, Veronica) (Entered: 03/15/2016)
03/15/2016		ORDER finding as moot <u>51</u> Motion for Leave to Electronically File Document under Seal. Ordered by Judge Sandra L. Townes on 3/15/2016. (Frullo, Veronica) (Entered: 03/15/2016)
04/16/2016	<u>53</u>	MEMORANDUM in Opposition re <u>48</u> Order on Motion to Dismiss for Failure to State a Claim,, Order to Show Cause, filed by All Plaintiffs. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Certification of Alexander Safonov) (Nussbaum, Marcus) (Entered: 04/16/2016)
04/22/2016	<u>54</u>	Letter MOTION for Leave to File <i>Reply and Motion by May 27, 2016 in reply to Plaintiffs' Opposition to Court's September 2, 2015 Order to Show Cause</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 04/22/2016)
04/25/2016		ORDER granting <u>54</u> Motion for Leave to File. Ordered by Judge Sandra L. Townes on 4/25/2016. (Syers, Phillip) (Entered: 04/25/2016)
05/27/2016	<u>55</u>	Notice of MOTION for Sanctions <i>against Plaintiffs Pursuant to Fed.R.Civ.P. 11</i> by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 05/27/2016)
05/27/2016	<u>56</u>	MEMORANDUM in Support re <u>55</u> Notice of MOTION for Sanctions <i>against Plaintiffs Pursuant to Fed.R.Civ.P. 11</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 05/27/2016)
05/27/2016	<u>57</u>	AFFIDAVIT/DECLARATION in Support re <u>55</u> Notice of MOTION for Sanctions <i>against Plaintiffs Pursuant to Fed.R.Civ.P. 11</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 05/27/2016)
05/27/2016	<u>58</u>	REPLY in Opposition to <i>Plaintiffs' April 16, 2016 Submission</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 05/27/2016)
05/27/2016	<u>59</u>	AFFIDAVIT/DECLARATION in Support re <u>54</u> Letter MOTION for Leave to File <i>Reply and Motion by May 27, 2016 in reply to Plaintiffs' Opposition to Court's September 2, 2015 Order to Show Cause</i> filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 05/27/2016)
06/10/2016	<u>60</u>	MEMORANDUM in Opposition re <u>55</u> Notice of MOTION for Sanctions <i>against Plaintiffs Pursuant to Fed.R.Civ.P. 11</i> filed by All Plaintiffs. (Attachments: # <u>1</u> Exhibit A)

		(Nussbaum, Marcus) (Entered: 06/10/2016)
06/11/2016	<u>61</u>	MOTION for Sanctions by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 06/11/2016)
06/17/2016	<u>62</u>	REPLY in Support re <u>55</u> Notice of MOTION for Sanctions <i>against Plaintiffs Pursuant to Fed.R.Civ.P. 11</i> , REPLY to Response to Motion re <u>61</u> MOTION for Sanctions filed by Dimitry Alper, Car Express & Import Inc., Marine Transport Logistics, Inc., Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 06/17/2016)
06/28/2016	<u>63</u>	MOTION for Leave to File <i>a Supplemental Memorandum</i> by IAM & AL Group Inc., Maval Capital, Inc., Maxim Ostrovskiy. (Nussbaum, Marcus) (Entered: 06/28/2016)
06/29/2016	<u>64</u>	RESPONSE in Opposition re <u>63</u> MOTION for Leave to File <i>a Supplemental Memorandum</i> filed by Royal Finance Group, Inc., Aleksandr Solovyev. (Vengrow, Stephen) (Entered: 06/29/2016)
07/01/2016	<u>65</u>	REPLY in Support re <u>63</u> MOTION for Leave to File <i>a Supplemental Memorandum</i> , <u>64</u> Response in Opposition to Motion filed by All Plaintiffs. (Nussbaum, Marcus) (Entered: 07/01/2016)

RESPONDENT MARINE TRANSPORT LOGISTIC, INC.

EXH. 02

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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<p style="text-align: center;"><b>CV 13 - 7110</b></p> <p>MAVL CAPITAL, INC., IAM &amp; AL GROUP INC., and MAXIM OSTROVSKIY,</p> <p style="text-align: center;"><i>Plaintiffs,</i></p> <p style="text-align: center;">— vs. —</p> <p>MARINE TRANSPORT LOGISTICS, INC., ROYAL FINANCE GROUP, INC., CAR EXPRESS &amp; IMPORT INC., ALEKSANDR SOLOVYEV, DIMITRY ALPER, and JOHN DOE CORP., the unidentified Vessel Operating Common Carrier/Ocean Liner,</p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>CIVIL ACTION NO. <b>7110</b></p> <p style="text-align: center;"><b>COMPLAINT</b></p> <p style="text-align: center;"><b>JURY TRIAL DEMANDED</b></p> <p style="text-align: center;">LOWMYER, J. MANN, M.J.</p>
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Plaintiffs MAVL CAPITAL, INC. ("MAVL"), IAM & AL GROUP INC. ("IAM"), and MAXIM OSTROVSKIY (collectively "Plaintiffs") by their undersigned attorney, Marcus A. Nussbaum, Esq., by and for their complaint against the defendants herein, state as follows:

**NATURE OF ACTION**

1. This is an action in law for breach of maritime contract, injunctive relief, conversion, and related causes of action under state law, and for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C.A. §§ 1961 et seq.

2. As set forth in detail below, Plaintiffs are in the business of purchasing and exporting new and used cars from the United States to Europe.

3. Defendant MARINE TRANSPORT LOGISTICS, INC. ("MTL") is in the business of providing services as an ocean transportation intermediary, and operates as a non-vessel operating common carrier ("NVOCC").

4. MTL arranges for the transport of automobiles overseas for automobile dealerships and personal shippers, and contracted with Plaintiffs to use their services to ship Plaintiffs' automobiles from the United States to various ports abroad.

5. MTL also provides financing for automobile dealerships and personal shippers who wish to purchase automobiles for shipment to various ports abroad.

6. Defendant CAR EXPRESS & IMPORT INC. ("Car Express") is an automobile dealer which is licensed for the purposes of purchasing automobiles at auction.

7. Car Express is also the agent of MTL, and acts on behalf of MTL in coordinating with automobile dealerships and personal shippers who wish to purchase automobiles for shipment to various ports abroad.

8. Car Express, as agent for MTL, arranges for the transport of automobiles overseas for automobile dealerships and personal shippers, who wish to ship their automobiles from the United States to various ports abroad.

9. Defendant ROYAL FINANCE GROUP, INC. ("RFG") issues invoices and collects payments for shipping, delivery charges, commissions, and other fees from automobile dealerships and personal shippers who have used MTL's services, at the direction and request of MTL and its agent.

10. Plaintiffs have been forced to bring the instant lawsuit as a result of defendants' unlawful conversion of automobiles owned by Plaintiffs or Plaintiffs' customers. Plaintiffs seek injunctive relief from this Court in the form of an order compelling the defendants to

immediately release automobiles owned by Plaintiffs and unlawfully held hostage by the defendants. Plaintiffs have further been forced to bring the instant lawsuit in order to recoup for lost profits and lost business suffered by Plaintiffs as a result of the Defendants' fraudulent and illegal activities, which in sum and substance are an attempt to extort additional monies from Plaintiffs, as further set forth in detail below.

#### THE PARTIES

11. Plaintiff MAVL CAPITAL, INC. is a New York corporation with its primary place of business at 115 East 57th Street, New York, NY 10022.

12. Plaintiff IAM & AL GROUP INC. is an Indiana corporation with its primary place of business at 100 N Center Street Ste. 131, Mishawaka IN 46544.

13. Plaintiff MAXIM OSTROVSKIY residing at 115 East 57th Street, New York, NY 10022, and is a principal of MAVL and IAM.

14. Defendant MARINE TRANSPORT LOGISTICS, INC. is a New York Corporation with its primary place of business at 63 New Hook Road, Bayonne NJ 07002.

15. Defendant ROYAL FINANCE GROUP, INC. is a Florida Corporation with its primary place of business at 1040 Seminole Drive, Apt. 1460, Fort Lauderdale, FL 33304.

16. Defendant CAR EXPRESS & IMPORT INC. is a New York Corporation with its primary place of business at 333 Avenue X, 2nd Floor, Brooklyn, New York, 11223.

17. Defendant ALEKSANDR SOLOVYEV is an individual with a last known address located at 85 West 5th Street, Apt. 2E, Brooklyn, New York, 11224.

18. Upon information and belief, defendant Solovyev is the principal of MTL and Car Express.

19. Defendant DIMITRY ALPER is an individual with a last known business address located at 63 New Hook Road, Bayonne NJ 07002.

20. Defendant JOHN DOE CORP. is the unidentified Vessel Operating Common Carrier/Ocean Liner via which the defendants transported Plaintiffs' automobiles and property overseas.

21. Upon information and belief, MTL is a family owned business run by the individual defendants.

22. Upon information and belief, Car Express is a family owned business run by the individual defendants.

23. Upon information and belief, defendants Alper and Solovyev are related to one another by blood or marriage.

24. Upon information and belief, defendant Alper is the director of operations of MTL.

25. Upon information and belief, the operation and supervision of MTL's, RFG's, and Car Express' day-to-day activities are conducted by defendants Solovyev and Alper.

26. At all relevant times hereinafter mentioned, MTL, RFG, Car Express and the individual defendants were united in interest such that they are one and the same.

27. At all relevant times hereinafter mentioned, MTL, RFG, Car Express and the individual defendants were the alter/egos of each other.

28. At all times hereinafter mentioned, MTL is and was licensed by the Federal Maritime Commission as an ocean freight forwarder and/or a non-vessel operating common carrier ("NVOCC") under license number 018709.

#### **JURISDICTION AND VENUE**

29. This Court has subject matter jurisdiction over the claims in this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. §§ 1331 and 1333 as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus

comes under the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C.S. § 30701, the Shipping act of 1984, 46 U.S.C. §40101, et. Seq., and the court's original jurisdiction in maritime matters.

30. This Court also has supplemental jurisdiction over strictly state law causes of action pursuant to 28 U.S.C.S. § 1367 as such claims are also related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

31. This Court has personal jurisdiction over the all of the defendants because they reside in or transact business in this District.

32. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated, in this District.

#### **FACTS COMMON TO ALL PARTIES**

33. Plaintiffs MAVL, IAM and Ostrovskiy are in the business of exporting new and used cars from the United States to various locations abroad. These automobiles are generally purchased by Plaintiffs either new or used from dealers or at auctions in the United States and are then shipped from the United States overseas via ocean transport in unimodal containers (alternatively referred to as "cargo containers" or "cargo").

34. MTL, as an NVOCC, contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

35. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage.

36. The NVOCC buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

37. The NVOCC commonly consolidates goods from several different shippers into a

single container, receiving a bill of lading from the ocean carrier in relation to the container as a whole, but nevertheless issues a house bill of lading to each shipper according to Federal Maritime law.

38. An NVOCC is subject to regulation by the Federal Maritime Commission ("FMC").

39. Pursuant to rules and regulations promulgated by the FMC including, without limitation, regulations implementing the Shipping Act of 1984, 46 U.S.C. § 40101, et seq, an NVOCC can only charge a shipper prices disclosed in a published tariff filed with the FMC.

40. An exception exists with regard to NVOCCs that have entered into a negotiated rate arrangements ("NRA") with a shipper, which, if applicable, would allow the NVOCC to charge rates other than those disclosed to the FMC.

41. An NRA is defined as a written and binding arrangement between a shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after the receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

42. MTL never entered into an NRA with Plaintiffs and, consequently, the exception does not apply to the parties herein.

43. Upon information and belief, at all times relevant hereto, a master service agreement (the "Service Agreement") existed between defendants MTL and John Doe Corp.

44. Upon information and belief, pursuant to the Service Agreement between MTL and John Doe Corp., MTL was able to obtain container space for Plaintiffs' cargo aboard vessels outbound from, inter alia, the Port of Elizabeth, New Jersey, on favorable terms.

45. From approximately January of 2013 up through August of 2013, Plaintiffs, via

MTL, shipped containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

46. During this time period, the automobiles shipped by Plaintiffs were either owned by Plaintiffs or had already been paid for, in whole or in part by Plaintiffs' clients, which placed a contractual obligation on Plaintiffs to ensure that the automobiles were shipped to their final destination and released to Plaintiffs' clients.

47. During this time period, various automobiles shipped by Plaintiffs through MTL were also financed, in part, by MTL and Car Express, both of which directed Plaintiffs to make payment to RFG for MTL's services.

48. During this time period, various automobiles were purchased by Plaintiffs through Car Express, with the agreement that Car Express would fund a portion of the purchase price, and that the automobiles would be shipped exclusively using MTL's services.

49. In all cases, arrangements for the export, shipment and delivery of the aforesaid vehicles were made by Plaintiffs through defendants MTL, Car Express, Solovyev, and Alper in Brooklyn.

50. The automobiles were shipped pursuant to an agreement between Plaintiffs and defendants that Plaintiffs would be charged solely for shipping and delivery of the automobiles, inclusive of all freight and charges (including, but not limited to charges for loading, unloading, paperwork processing, and trucking).

51. The automobiles were also shipped pursuant to an agreement between Plaintiffs and defendants that for any automobiles financed by MTL and Car Express, that Plaintiffs would pay to the defendants a flat fee of 2.5% of the amount financed for the automobile, to be paid at the time that the automobile was delivered to its final destination.

52. At all times mentioned herein, MTL was required by law to create and deliver a Bill of Lading and invoice to Plaintiffs with respect to the Oceangoing and non-Oceangoing transport of Plaintiffs' vehicles and property (the "House Bills of Lading" or "HBOLs").

53. At all times mentioned herein, MTL is also a logistics service company, and provides services including, but not limited to ocean freight, ground transportation, auto shipping, warehousing, tracking and tracing, and containerization.

54. Upon information and belief, MTL prepares and files all export information through the Automated Export System (alternatively referred to as "AES"), which is the electronic means for filing export information and ocean manifest information directly to U.S. Customs.

55. As set forth herein, MTL booked shipments with vessel operating common carriers ("VOCC's") such as John Doe Corp. for transportation by water from U.S. origins to foreign destinations on behalf of their customers, and, upon information and belief, prepared and processed documents in connection with those shipments, represented itself on shipment documents as the forwarding agent, cleared shipments with Customs for export, arranged for inland transportation of shipments to port, and assumed responsibility for payment of ocean freight charges to the VOCCs.

56. Pursuant to U.S. customs export regulations, all export shipments must be declared to the U.S. Census Bureau by filing all export information through the Automated Export System.

57. Pursuant to U.S. customs export regulations, any individual or entity which files export information through AES is required to provide, as part of the filing process: (1) information which identifies the principal party of interest (the person in the U.S. who receives

the primary benefit, monetary or otherwise, of the foreign transaction, known as the "USPPI"); (2) the consignee information (the shipment recipient); (3) a declaration of the value of the goods being shipped; and (4) the ultimate destination of the goods being shipped.

58. Pursuant to U.S. customs export regulations, only a forwarding agent may represent a USPPI in an export transaction, and must obtain a power of attorney or other written authorization in order to act on its behalf.

59. Upon information and belief, in violation of U.S. Customs export regulations and all applicable federal and state law, MTL fraudulently represented itself to be the USPPI for various automobiles shipped from the United States to various locations abroad.

60. Pursuant to the Federal and New York State statutes described below, defendants MTL, Car Express and RFG were required to be duly licensed with state and/or federal agencies which regulate banking in order to finance the purchase of various automobiles as described herein.

61. Defendants MTL, RFG, and Car Express have been involved, and are presently involved, in the practice of making loans and unlawful collection thereof as described herein, in violation of §§ 340, 358, 492, and 499 of the New York State Banking Law, §§ 105, 190.40, 190.42, and 190.45 of the New York State Penal Law, 18 U.S.C. §§ 659-660, 875(d), 892-894, 1957, 1962, 2312-2313, as well as other Federal and State law.

62. In or around August of 2013, as a result of defendants' failure to ship or deliver various automobiles as agreed, Plaintiffs informed MTL and Car Express that they had reached an agreement with other NVOCCs and ocean freight shippers, pursuant to which Plaintiffs would engage the services of other shippers for the export of automobiles overseas.

63. As a result of defendants' failure to ship or deliver various automobiles as agreed,

Plaintiffs notified MTL and Car Express that the business relationship between the parties would be wound down and ultimately discontinued.

64. At the time of notification, Plaintiffs had already placed the vehicles described in detail below into the custody and control of MTL and Car Express for shipment overseas, or for receipt domestically.

65. After MTL and Car Express were notified of Plaintiffs' intention to wind down their business relationship with MTL and Car Express, these defendants unlawfully seized Plaintiffs' automobiles identified herein and have refused to release them to their intended recipients, despite the fact that Plaintiffs have lived up to their contractual obligations and have paid MTL and Car Express in full for all shipping, delivery, and storage charges.

66. After MTL and Car Express were notified of Plaintiffs' intentions to wind down their business relationship with MTL and Car Express, these defendants directed RFG to begin invoicing Plaintiffs for amounts never agreed upon, such as commissions, and in some cases, double billing for vehicles that were financed, but already paid for in full.

67. All Plaintiffs have made demand upon MTL and Car Express for the immediate release of automobiles, which demand was refused by MTL and Car Express.

68. In short, MTL and Car Express are illegally and unlawfully holding Plaintiffs' cargo hostage in exchange for a payment of an unlawful debt conjured up by MTL and Car Express only after Plaintiffs decided to sever their business relationship. The debt has unlawfully been applied as to cargo that is owned by Plaintiffs.

69. It is believed and therefore averred that MTL, Car Express and the individual defendants are criminals who lure customers into a business relationship on purportedly favorable terms. In the course of the relationship, MTL, Car Express and the individual

defendants, as the shippers, exercise dominion and control of the shipment.

70. Generally when MTL, Car Express and the individual defendants notice that the relationship is deteriorating or at some other strategically opportune time, these defendants utilize self-help to orchestrate an extra-judicial seizure of goods and demand a ransom under the threat that the seized goods will be sold off without regard for the value which would cause significant financial damage to its victims.

71. On or about June 30, 2008, the U.S. Customs and Border Protection division of the Department of Homeland Security ("CBP") issued "Informational Pipeline No. 08-012-NWK" (alternatively described herein as the "CBP Notice"), a copy of which is annexed hereto as **Exhibit "A"**.

72. Per the CBP Notice, the Department of Homeland Security implemented new regulations and procedures pertaining to the exportation of used automobiles from the United States, including the following procedures: (1) that all required documentation, including the original certificate of title, a duplicate of the title, and a dock receipt, bill of lading, or Intent to Export form which contains identifying vehicle information, must be presented to the CBP at least 72 hours prior to export; and (2) that the vehicle must be held on dock for a minimum of 72 hours after the carrier terminal accepts the vehicle, and the export documents are presented to the CBP.

73. Pursuant to CBP regulations, MTL and Car Express were required to provide the AES ITN or exemption legend to John Doe Corp. at least 24 hours prior to the exporting ship's arrival at the port where the cargo was loaded.

74. Upon information and belief, MTL and Car Express failed to comply with the CBP and U.S. Customs regulations described herein by creating the bills of lading that contained

false or inaccurate consignee and/or AES information.

75. At all times hereinafter mentioned, John Doe Corp. was aware, and/or should have been aware of the fact that MTL and Car Express had created bills of lading that contained false and/or inaccurate consignee and/or AES information.

76. At all times hereinafter mentioned, John Doe Corp. had a duty to investigate whether the AES information and/or consignee information presented by MTL and Car Express was accurate.

77. As set forth below, Plaintiffs seek an award of damages in an amount sufficient to deter MTL, Car Express, John Doe Corp., and the individual defendants from engaging and violating these Plaintiffs' rights and to deter defendants from performing their scheme to defraud upon anyone else.

#### **THE INDIVIDUAL VEHICLES FROM WHICH THIS ACTION ARISES**

##### *The 2006 Mercedes SL65*

78. On or about October 31, 2012, plaintiff MAVL shipped a 2006 Mercedes SL65, Vehicle Identification Number ("VIN") ending in 3072 to the United States via a third party shipper. The vehicle was purchased overseas from a non-party to this action. A copy of the arrival notice from the shipper is annexed hereto as **Exhibit "B"**.

79. Upon arrival in the U.S. on or about November 14, 2012, MAVL requested that MTL unload the vehicle from the port in New York and bring it to MTL's warehouse for plaintiff to retrieve it. Upon information and belief, MTL brought the vehicle to its warehouse on or about November 14, 2012.

80. Per the agreement between MAVL and MTL, MAVL agreed to pay a flat fee of \$150.00 per month for storage for the vehicle beginning on January 1, 2013. This agreement was

memorialized in various invoices which MTL would issue to MAVL from time to time, and a copy of MTL's invoice to MAVL for storage of this vehicle from May 4, 2013 to June 5, 2013 is annexed hereto as **Exhibit "C"**.

81. Subsequent thereto, MAVL requested that MTL release the vehicle, and said request was denied without explanation.

82. On or about June 1, 2013, MAVL visited MTL's storage site to obtain possession of the vehicle and MTL refused to offer any explanation as to the whereabouts of the vehicle.

83. To date, MTL continues to refuse to release this vehicle, although its release was demanded by MAVL.

***The 2004 Bobcat S205***

84. On or about April 15, 2013, plaintiffs MAVL and IAM leased (with option to buy) a 2004 Bobcat S205, VIN ending in 1404. The vehicle was leased from a non-party to this action.

85. Plaintiffs MAVL and IAM then requested that MTL bring it to its warehouse for storage.

86. Subsequent thereto, MAVL and IAM requested that MTL release the vehicle, and said request was denied without explanation.

87. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent, and in violation of CBP rules and regulations prohibiting the shipment of leased vehicles.

88. To date, MTL has failed to release or provide plaintiffs with the whereabouts of this vehicle, although its release was demanded by plaintiffs.

***The 2006 Bobcat S250***

89. On or about June 14, 2013, plaintiff IAM purchased a 2006 Bobcat S250, VIN ending in 2346. The vehicle was purchased from a non-party to this action.

90. IAM then requested that MTL bring the vehicle to its warehouse for shipment overseas via MTL.

91. Subsequent thereto, MTL failed to deliver the vehicle to its overseas destination.

92. To date, MTL has failed to release the vehicle and has failed to provide IAM with the whereabouts of this vehicle, although its release was demanded by IAM.

***The 2010 Bobcat S185***

93. On or about April 30, 2013, plaintiff MAVL purchased a 2010 Bobcat S185, VIN ending in 8388 for the price of \$18,850.00 (A copy of the invoice is annexed hereto as **Exhibit "D"**.)

94. This Bobcat was purchased by MAVL pursuant to an agreement with MTL and Solovyev, whereby MAVL was directed by MTL and Solovyev to make payment in the amount of \$850 to seller Bobcat Enterprises and a payment in the amount of \$5000 directly to RFG. (Copies of the wire transfers from MAVL to RFG and Bobcat Enterprises are annexed hereto as **Exhibit "E"**.)

95. Upon information and belief, the outstanding balance due to Bobcat Enterprises for this vehicle was paid in full by RFG.

96. This Bobcat was purchased by MAVL under a further agreement with MTL that it would be shipped overseas via MTL and sold to an overseas customer, at which time the balance financed through MTL would be deducted from the profit realized from its sale overseas, and MAVL would pay a flat fee of 2.5% of the balance financed by MTL at the time of the vehicle's

arrival at its port of destination.

97. MAVL subsequently received an invoice from RFG charging amounts for the full price of the vehicle, delivery, shipping, and a commission (which was never agreed to), a copy of which is annexed hereto as **Exhibit "F"**.

98. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent.

99. To date, MTL has failed to release the vehicle and has failed to provide MAVL with the whereabouts of this vehicle, although its release was demanded by MAVL.

***The 2011 Porsche Panamera***

100. On or about April 22, 2013, plaintiff IAM purchased a 2011 Porsche Panamera, VIN ending in 7399 from a non-party named "AA Insurance Auto Auctions".

101. This vehicle was purchased by IAM pursuant to an agreement with MTL and Solovyev, whereby IAM was directed by MTL and Solovyev to make payment in the amount of \$5500 to seller AA Insurance Auto Auctions and a payment in the amount of \$10,000 directly to RFG. (Copies of the wire transfers from IAM to RFG and AA Insurance Auto Auctions are annexed hereto as **Exhibit "G"**.)

102. This vehicle was purchased by IAM under a further agreement with MTL that it would be shipped overseas via MTL and sold to an overseas customer, at which time the balance financed through MTL would be deducted from the profit realized from its sale overseas, and IAM would pay a flat fee of 2.5% of the balance financed by MTL at the time of the vehicle's arrival at its port of destination.

103. IAM subsequently received an invoice from RFG charging amounts for the full price of the vehicle, delivery, shipping, and a commission (which was never agreed to), a copy of

which is annexed hereto as **Exhibit "H"**.

104. 112. Upon information and belief, MTL and John Doe Corp. illegally shipped this vehicle overseas without plaintiffs' consent.

105. To date, MTL has failed to release the vehicle and has failed to provide IAM with the whereabouts of this vehicle, although its release was demanded by IAM.

*The Hummer Seats*

106. On or about July 29, 2013, plaintiff MAVL purchased two replacement seats for a General Motors Hummer from a non-party to this action.

107. MAVL then requested that MTL bring the seats to its warehouse for storage in preparation for shipping them overseas via MTL. A copy of the dock receipt for the seats is annexed hereto as **Exhibit "I"**.

108. Subsequent thereto, upon information and belief, MTL and John Doe Corp. misappropriated the seats.

109. To date, MTL has failed to release the seats and has failed to provide MAVL with the whereabouts of this property, although its release was demanded by MAVL.

*The Three Harley Davidson Motorcycles*

110. On or about June 7, 2013, plaintiff MAVL purchased a 2004 Harley Davidson FXDXI, VIN ending in 7436 ("Harley #1"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

111. MAVL paid RFG in full for Harley #1 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "J"** is an email from defendants Solovyev and Car Express acknowledging that Harley #1 was paid for in full.

112. On or about June 11, 2013, plaintiff MAVL purchased a 2007 Harley Davidson

FXD, VIN ending in 1645 ("Harley #2"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

113. MAVL paid RFG in full for Harley #2 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "K"** is a copy of a wire transfer notice showing a wire transfer from MAVL to RFG for payment for Harley #2.

114. On or about July 8, 2013, plaintiff MAVL purchased a 2000 Harley Davidson XL883, VIN ending in 3838 ("Harley #3"). This vehicle was purchased by MAVL via Car Express, which directed MAVL to make payment directly to RFG.

115. MAVL paid RFG in full for Harley #3 at the direction and request of defendant Solovyev. Annexed hereto as **Exhibit "L"** is a copy of a wire transfer notice showing a wire transfer from MAVL to RFG for payment for Harley #3.

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

117. As a result of MTL's previous failures to deliver plaintiffs' vehicles to their overseas destinations, MAVL retained the services of a freight forwarding company 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.

118. On or about September 6, 2013, defendant 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. A copy of the email from Mr. Alper to Unitrans is annexed hereto as **Exhibit "M"**.

119. On or about October 23, 2013, defendant Alper then fraudulently obtained a replacement title for Harley #3 from the State of Georgia, a copy of which is annexed hereto as

**Exhibit "N".**

120. On or about November 8, 2013, defendant 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 defendant Alper's email is annexed hereto as **Exhibit "O"**.

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

122. 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.

123. To date, MTL, Care Express, Alper, and Solovyev have refused to authorize Unitrans to release Harley #'s "1", "2", and "3" to their proper consignees, despite MAVL's requests to do so.

***Attempts by Defendants to Charge Plaintiffs for Shipping Completed by Other Shippers***

124. As stated above, by summer of 2013, plaintiffs had lost faith in MTL's ability to ship or deliver various automobiles as agreed. As a result thereof, MAVL retained the services of a freight forwarding company not a party to this action, and known as TRT International ("TRT").

125. On or about May 29, 2013 plaintiff MAVL hired TRT for the export of a 2010 Mercedes Benz GL, VIN # ending in 2062, and on or about July 17, 2013, MAVL hired TRT for the export of a 2012 Mercedes Benz ML, VIN # ending in 8732. Copies of the house bills of lading for these vehicles are annexed hereto as **Exhibit "P"**.

126. Upon information and belief, there is no relationship between TRT and RFG, nor is there any relationship between TRT and MTL.

127. Subsequent thereto, MAVL received invoices from RFG charging MAVL for shipping and delivery for these vehicles, which were not performed by MTL, and further charging MAVL for commissions never agreed to. Copies of the invoices from RFG for these vehicles are annexed hereto as **Exhibit "Q"**.

**COUNT I**  
**VIOLATION OF THE SHIPPING ACT OF 1984**

128. Plaintiffs incorporate the preceding paragraphs by reference.

129. The defendants, by their acts described herein, have violated the Shipping Act of 1984, as amended, by imposing charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo, holding it as security and/or collateral for the payment of an unjust and unlawful debt.

130. As a direct and proximate result of defendants' unlawful activities, Plaintiffs suffered damages and losses in excess of \$1,000,000.

**COUNT II**  
**(BREACH OF FIDUCIARY DUTY)**

131. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

132. At all times relevant hereto an agency relationship existed between Plaintiffs and Defendants MTL, Car Express, Alper and Solovyev.

133. Pursuant to the agency relationship, defendants MTL, Car Express, Alper and Solovyev owed Plaintiffs a duty of loyalty and a duty of the utmost good faith and fair dealing.

134. By reason of the aforesaid, defendants MTL, Car Express, Alper and Solovyev

breached their fiduciary obligations by, *inter alia*, converting Plaintiffs' assets which were the subject of the agency relationship.

135. The actions of the defendants MTL, Car Express, Alper and Solovyev are willful, wanton and outrageous and justify the award of punitive damages.

136. Defendants MTL, Car Express, Alper and Solovyev are therefore jointly and severally liable for all harm and damages occasioned by the aforesaid unlawful conduct.

**COUNT III**  
**(CONVERSION)**

137. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

138. By reason of the aforesaid, defendants MTL, Car Express, Alper and Solovyev have unlawfully and without justification converted Plaintiffs' property.

139. Plaintiffs have suffered damage as a result of the conduct of defendants MTL, Car Express, Alper and Solovyev.

140. The actions of defendants MTL, Car Express, Alper and Solovyev are willful wanton and outrageous and justify the award of punitive damages.

**COUNT IV**  
**(CIVIL CONSPIRACY)**

141. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

142. By reason of the aforesaid, defendants MTL, RFG, Car Express, and individual defendants Alper and Solovyev - consisting of two or more persons - combined and/or agreed with malicious intent to engage in unlawful overt acts and/or achieve objectives by unlawful means complained of herein to the great harm and detriment to the Plaintiffs.

143. Plaintiffs have suffered damage as a result of defendants' conduct.

144. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

**COUNT V**  
**(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS)**

145. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

146. By reason of the aforesaid, all defendants have intentionally interfered with Plaintiffs' relationships with actual and/or prospective customers and have interfered with Plaintiffs' ability to lawfully market and sell their inventory in an orderly manner.

147. Plaintiffs have suffered damage as a result of defendants' conduct.

148. Defendants' actions are willful wanton and outrageous and justify the award of punitive damages.

**COUNT VI**  
**(ACTION TO PIERCE CORPORATE VEIL)**

149. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

150. Plaintiffs believe and therefore aver that defendants MTL, RFG, Car Express, and individual defendants Alper and Solovyev were active conspirators and participants in a scheme to defraud the plaintiffs. As active conspirators and participants in the conduct complained of herein, the individual defendants are not entitled to the limited liability protections of the corporate form.

151. In addition, plaintiffs believe and therefore aver that defendants have misused the corporate form and disregarded corporate formalities to a degree where the distinction between

the individual and corporate defendants and the distinction between the corporate defendants *inter se* has been rendered meaningless thereby rendering the entities a "sham" for purposes of this action.

**COUNT VII**  
**(INJUNCTIVE RELIEF)**

152. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

153. Plaintiffs seek injunctive relief in the form of an order and/or decree enjoining defendants from exercising unlawful dominion and control over Plaintiffs' goods that are being held hostage and/or in the process of being sold off by the defendants, and an order enjoining defendants from interfering with plaintiffs' relationships with their customers. Plaintiffs specifically seek an order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners.

154. Defendants' conduct threatens immediate and irreparable harm to Plaintiffs' business reputation and goodwill for which no adequate remedy at law exists.

**COUNT VIII**  
**PLAINTIFFS v. DEFENDANT MTL**  
**(BREACH OF CONTRACT)**

155. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

156. By reason of the aforesaid, Defendants MTL and Car Express have breached their contract with Plaintiffs for the shipment of goods via ocean transit.

157. As a direct and proximate cause of the foregoing, Plaintiffs have suffered significant losses in excess of \$1,000,000.00.

**COUNT IX**  
**(NY CONSUMER FRAUD ACT -- GEN. BUSINESS LAW § 349)**

158. Plaintiffs incorporate by reference the preceding paragraphs of this Complaint as if set forth at length herein.

159. Plaintiffs are consumers and intended beneficiaries of the protections set forth in General Business Law § 349. The purchase of MTL's services was a transaction covered by General Business Law § 349.

160. MTL, Car Express, RFG, and the individual defendants have engaged in deceptive acts and practices as set forth herein, in that said defendants have: (1) unlawfully charged Plaintiffs for services never performed, or charged for amounts never agreed to; (2) attempted to obtain title to property lawfully owned by plaintiffs; and (3) have attempted place plaintiffs into a hopeless position where they would succumb to defendants' unlawful demands for payment under the fear of losing revenues associated with the wrongfully seized cargo.

161. MTL, Car Express, RFG, and the individual defendants engaged in deceptive acts and practices as set forth herein, in that said defendants are now imposing bogus charges which were never agreed upon and never published with the FMC and by unlawfully seizing Plaintiffs' cargo holding it as security and/or collateral for the payment of an unjust and unlawful debt.

162. Plaintiffs reasonably and justifiably relied upon and were deceived by Defendants' promises that the vehicles described herein would be delivered to their final destinations.

163. Based upon the actions of the defendants, plaintiffs are allowed to pierce the corporate veil and hold the individual defendants personally liable for the wrongful acts of the corporate defendants under this cause of action.

164. As a result of the conduct of the defendants that violates General Business Law § 349, plaintiffs have been damaged and suffered compensatory damages, economic loss, lack of

use of the cargo described herein, direct damages, all in an amount to be proven at the time of trial and not less than \$1,000,000.00.

165. As set forth herein, the willful and malicious acts described herein entitle plaintiffs to punitive damages in an amount not less than \$1,000,000.00.

166. Plaintiffs are entitled under General Business Law § 349(h) to recovery from defendants of attorney fees paid in the bringing of this action.

**COUNT X**  
**(COMMON LAW FRAUD)**

167. Plaintiffs hereby incorporate by reference the allegations set forth above.

168. By reason of the aforesaid, defendants' acts in: (1) unlawfully charging Plaintiffs for services never performed, or charging for amounts never agreed to; (2) attempting to obtain title to property lawfully owned by plaintiffs; and (3) attempting to place plaintiffs into a hopeless position where they would succumb to defendants' unlawful demands for payment under the fear of losing revenues associated with the wrongfully seized cargo, constitutes fraud.

169. As set forth above, from approximately January of 2013 up through August of 2013, Plaintiffs, via MTL, shipped containers with automobiles acquired by Plaintiffs on behalf of foreign customers to ports abroad including, without limitation, the Port of Kotka, Finland.

170. During this time period, the automobiles shipped by Plaintiffs were either owned by Plaintiffs or had already been paid for, in whole or in part by Plaintiffs' clients, which placed a contractual obligation on Plaintiffs to ensure that the automobiles were shipped to their final destination and released to Plaintiffs' clients.

171. The defendants, during the course of negotiations concerning their agreement to ship plaintiffs' vehicles, and during their execution and performance, failed to disclose that in the event that Plaintiffs were to discontinue the business relationship, that they would seize

plaintiffs' cargo, unless plaintiffs agreed to pay brand new excessive charges not previously agreed upon.

172. The defendants, during the course of negotiations concerning the agreements and during their execution and performance, failed to disclose their intent to sell Plaintiffs' cargo to satisfy payment of an unjust and unlawful debt arising out of the invoices issued by RFG at the direction and control of MTL, Car Express, Alper and Solovyev.

173. Accordingly, the sum of at least \$1,000,000.00 together with applicable punitive and treble damages in an amount to be determined by the court, with all interest, attorneys' fees, costs and disbursements incurred in connection with this action, is due to Plaintiffs from the defendants.

#### COUNT XI

**(Violation of the Racketeer Influenced and Corrupt Organizations Act -- 18 U.S.C.A. §§ 1961 et seq.)**

171. Plaintiffs hereby incorporate by reference the allegations set forth above.

172. Defendants MTL, Car Express, and RFG, which engaged in the unlawful seizure and detention of Plaintiffs' cargo and in the fraud and deceit complained of herein, are enterprises engaged in, and the activities of which, affect interstate and international commerce.

173. The individual defendants that engaged in the unlawful seizure and detention of Plaintiffs' cargo and in the fraud and deceit complained of herein, are persons within the meaning of 18 U.S.C.A. § 1961(3) and as persons employed by and/or associated with MTL, Car Express, and RFG, conducted and participated, directly and indirectly, in the conduct of the affairs of MTL, Car Express, and RFG through a pattern of racketeering activity in violation of 18 U.S.C.A. § 1962(c).

174. The predicate acts which constitute this pattern of racketeering activity are set forth herein.

175. In addition, and upon information and belief, defendant RFG is a front for a money laundering scheme perpetrated by the remaining defendants

176. As set forth herein, defendants have engaged in an ongoing scheme in which they have continued to take this fundamental business model of seizing cargo on the basis of an unlawful debt and have applied it over and over again in an effort to obtain unjust and unlawful compensation.

177. These acts of racketeering, occurring within ten years of one another, constitute a pattern of racketeering activity within the meaning of 18 U.S.C.A. § 1961(5).

178. Plaintiffs have been injured in their business by reason of this violation of 18 U.S.C.A. § 1962, in that, as a direct and proximate result of defendants' complained of acts, plaintiffs have suffered pecuniary damages of at least \$1,000,000.00.

179. By reason of the Defendants' violation of 18 U.S.C.A. § 1962, Plaintiffs are entitled, pursuant to 18 U.S.C.A. § 1964(c), to threefold the damages sustained of at least \$3,000,000.00, with interest thereof, and reasonable attorney's fees in connection herewith.

**RELIEF REQUESTED**

By reason of the aforesaid, Plaintiffs seeks the following:

- (a) An award of actual damages in excess of \$1,000,000.00 as against Defendants, jointly and severally;
- (b) An award of punitive damages in excess of \$1,000,000.00 as against all Defendants jointly and severally;
- (c) An award of damages in excess of \$1,000,000.00, mandatory attorney's fees and costs under the New York GBL § 349 and the RICO Statute and any other applicable statute;
- (d) Treble damages as available under common law and any other applicable statutes;
- (e) Injunctive relief as needed to maintain the status quo and prevent Defendants from undertaking further unlawful and illegal acts, including but not limited to an

order compelling the release of the vehicles and restraining the defendants from withholding the vehicles from their rightful owners; and

- (f) Such other relief as may be deemed just and equitable.

/s/ MAN

Marcus A. Nussbaum, Esq. (MN 9581)  
P.O. Box 7042  
New York, NY 10116  
Tel: 201-956-7071  
Fax: 347-572-0439  
Attorney for Plaintiffs  
marcus.nussbaum@gmail.com

Dated: December 1, 2013

RESPONDENT MARINE TRANSPORT LOGISTIC, INC.

EXH. 03

## Chang, Eric

---

**From:** Stephen Vengrow  
**Sent:** Monday, May 19, 2014 5:01 PM  
**To:** Marcus Nussbaum  
**Cc:** Eric Chang  
**Subject:** RE: MAVL Capital Inc. v. Marine Transport Logistics, Inc., et al. EDNY 13 Civ. 7110 - Our Ref.: 9934/SHV - Your Ref.: [PLEASE ADVISE]  
**Attachments:** FW: Misdelivery of 3 Harley Davidsons Attention PRA President/Owner

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,

Further to our telephone conversation on Friday, May 16, 2014, with regard to the Harley Davidson motorcycles, we are concerned that this back and forth about Uni-Trans is running the risk of being counterproductive. To sum up Defendants' position: we do not know why Uni-Trans is holding onto the motorcycles or even if Uni-Trans is, in fact, still holding onto the motorcycles. Plaintiffs have never explained to us or shown any documents regarding Uni-Trans apparent refusal to release the motorcycles. To the limited extent that MTL requested on September 6, 2013 that Uni-Trans hold the motorcycles, please see the attached September 10, 2013 e-mail response from Uni-Trans to MTL indicating in that "any instructions or orders from [MTL] have no legal ground and cannot be executed" by Uni-Trans.

Defendants have no involvement with Uni-Trans. The glaring fact that is being ignored is that it was Ostrovskiy who unilaterally tendered the motorcycles, without our clients' knowledge, to Uni-Trans for ocean movement. Simply put, and as already explained repeatedly, any dispute that Plaintiffs now have with Uni-Trans regarding the motorcycles is not our concern. Obviously, while we believe that your alleging claims regarding the motorcycles against Defendants is disingenuous, we cannot prevent Plaintiffs from making such claims and attempting to include the storage charges assessed by Uni-Trans (a non-party) in the calculated damages against Defendants. But, as part of the upcoming motion practice, we will be moving to dismiss any claims related to the motorcycles since such claims are without factual or legal basis.

With regard to your May 8, 2014 email, and before we address your request for defendants to "hold" the storage charges for the 2006 Bobcat S250 (VIN# 2346), please first let us know if Plaintiffs are willing to post security of US\$15,000 to secure the release of the 2006 Bobcat S250, per Magistrate Judge Mann's recommendation. In other words, if Plaintiffs are not making an offer to post the US\$15,000 in security for the 2006 Bobcat S250 in the first place, then any talk about putting a "hold" on further storage charges for the 2006 Bobcat S250 is moot. In this regard, our agreement in court at the May 8, 2014 Conference to recommend a "hold" on further storage charges on the 2006 Bobcat S250 was contingent on Plaintiffs' making an offer to post security of US\$15,000 for the 2006 Bobcat S250 and when such security will be posted with the court.

Once you confirm that Plaintiffs are willing to post security of US\$15,000, we will make a recommendation to our client on whether to accept the security and release the 2006 Bobcat S250. If our clients decline, then we will recommend that the accruing storage charges be put on hold for the

2006 Bobcat S250 only. We do not (and did not) agree, in any event, to put a hold to storage charges for the remaining cargo since you did not express any interest at the May 8, 2014 Conference in plaintiff securing the release of that remaining cargo. Thus, there is no basis to request that we put a stop on the accruing storage charges for that remaining cargo. If Plaintiffs are concerned about the accrual of storage charges on all of Plaintiffs' cargo, the offer for Plaintiffs to post security in US\$86,558 to secure the release of the remaining vehicles and car accessories is still on the table, but may be withdrawn at any time without further notice.

We look forward to Plaintiffs' response to our prior settlement proposal and to confirm whether Plaintiffs are now making an offer to post US\$15,000 in security to secure the release of the 2006 Bobcat S250.

Regards.

Stephen H. Vengrow

Cichanowicz, Callan, Keane,  
Vengrow & Textor LLP  
61 Broadway, Suite 3000  
New York, NY 10006  
Tel: 212.344.7042  
Fax: 212.344.7285  
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RESPONDENT MARINE TRANSPORT LOGISTIC, INC.

EXH. 04

## Chang, Eric

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**From:** Simon Kaganov <simon@unitrans-pra.com>  
**Sent:** Tuesday, September 10, 2013 3:31 PM  
**To:** dimitry@mtlworld.com  
**Subject:** FW: Misdelivery of 3 Harley Davidsons Attention PRA President/Owner

Dear Mr. Alper,

Unitrans – PRA Co., Inc has never been involved in any business transactions with MTL so it is unacceptable for us to get any requests from MTL in regards of third party transactions.

It is not clear on what base you classified that we shipped vehicles with improper export documents. Are you in possession of our export documents? If so, I have to remind you that unauthorized possession of our export documents constitutes a US Customs violation.

Any disputes between MTL and MTL's customers should be resolved without our involvement in normal legal manner, which I hope you have knowledge about.

If you will provide our company with Court Order, we will execute it, but any instructions or orders from your company have no legal ground and can not be executed.

I consider your non motivated threats to take actions against our company absolutely unacceptable for licensed attorney and in case if I hear them again I will be forced to file a compliance to the State of NY Grievance Committee.

Simon Kaganov  
President

---

**From:** Dimitry [<mailto:dimitry@mtlworld.com>]  
**Sent:** Tuesday, September 10, 2013 11:22 AM  
**To:** [kathyk@unitrans-pra.com](mailto:kathyk@unitrans-pra.com); [olga@unitrans-pra.com](mailto:olga@unitrans-pra.com); [simon@unitrans-pra.com](mailto:simon@unitrans-pra.com)  
**Cc:** [alla@mtlworld.com](mailto:alla@mtlworld.com); 'Alex Solovyev'; Alkaplusinc  
**Subject:** RE: Misdelivery of 3 Harley Davidsons Attention PRA President/Owner

Good morning,

Please be advised that as you have failed to respond to the below inquiry, we will be filing a grievance with the U.S. Customs office for shipping vehicles with improper export documents. Additional legal action may soon follow if the issue will not be addressed subsequently.

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](http://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.

**From:** Dimitry [<mailto:dimitry@mtlworld.com>]  
**Sent:** Friday, September 06, 2013 3:36 PM  
**To:** 'kathyk@unitrans-pra.com'; 'olqa@unitrans-pra.com'; 'simon@unitrans-pra.com'  
**Cc:** 'alla@mtlworld.com'; 'Alex Solovyev'; Alkaplusinc ([alkaplusinc@aol.com](mailto: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](http://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.