

**BEFORE THE
FEDERAL MARITIME COMMISSION**

Docket No.: 16-16

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

Complainants,

– vs. –

MARINE TRANSPORT LOGISTICS, INC. and DIMITRY ALPER,

Respondents.

**APPENDIX TO COMPLAINANTS’ REPLY TO RESPONDENTS’ RESPONSES TO
THE COMMISSION’S ORDER TO SHOW CAUSE WHY THE
COMPLAINT SHOULD NOT BE PARTIALLY DISMISSED**

- Appendix “A”** Answer of MTL and Dmitry Alper 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
- Appendix “B”** Memorandum in Opposition to Plaintiff’s Motion for Injunctive Relief 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
- Appendix “C”** Deposition Transcript of Aleksandr Solovyev, dated November 20, 2015 from the matter of *Crocus Investments, LLC at al., v. Marine Transport Logistics, Inc. et al.* (FMC Docket No.: 15-04)
- Appendix “D”** Declaration of Dmitry Alper, dated March 5, 2014
- Appendix “E”** Declaration of Aleksandr Solovyev, dated February 28, 2014

APPENDIX “A”

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)

**ANSWER TO THE COMPLAINT
WITH COUNTERCLAIMS**

Defendants Marine Transport Logistics, Inc. (“MTL”), Royal Finance Group, Inc. (“Royal Finance Group”), Car Express & Import, Inc. (“Car Express”), Aleksandr Solovyev, and Dimitry Alper (collectively “Defendants”), by their attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, as and for their answer to the Complaint, answers and counterclaims upon information and belief as follows:

RESPONSE TO NATURE OF ACTION

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2.

3. Admits that MTL is a Non-Vessel Operating Common Carrier (NVOCC), but except as so specifically admitted denies the allegations contained in paragraph 3.

4. Admits that MTL is a Non-Vessel Operating Common Carrier (NVOCC) and admits that Plaintiffs contracted with MTL for MTL to ship Plaintiff's automobiles from the U.S. to various ports abroad, but except as so specifically admitted denies the allegations contained in paragraph 4.

5. Denies the allegations contained in paragraph 5.

6. Admits the allegations contained in paragraph 6.

7. Admits that Car Express refers its customers who require ocean transportation services to MTL, but except as so specifically admitted denies the allegations contained in paragraph 7.

8. Admits that Car Express refers its customers who require ocean transportation services to MTL, but except as so specifically admitted denies the allegations contained in paragraph 8.

9. Denies the allegations contained in paragraph 9.

10. Denies the allegations contained in paragraph 10.

RESPONSE TO THE PARTIES

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13.

14. Admits the allegations contained in paragraph 14.

15. Admits the allegations contained in paragraph 15.

16. Admits the allegations contained in paragraph 16.

17. Denies the allegations contained in paragraph 17.

18. Denies the allegations contained in paragraph 18.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20.

21. Denies the allegations contained in paragraph 21.

22. Denies the allegations contained in paragraph 22.

23. Admits the allegations contained in paragraph 23.

24. Admits the allegations contained in paragraph 24.

25. Denies the allegations contained in paragraph 25.

26. Denies the allegations contained in paragraph 26.

27. Denies the allegations contained in paragraph 27.

28. Admits the allegations contained in paragraph 28.

RESPONSE TO JURISDICTION AND VENUE

29. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29.

30. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30.

31. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31.

32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32.

RESPONSE TO FACTS COMMON TO ALL PARTIES

33. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33.

34. Admits that MTL is a NVOCC and contracts with its customers as a carrier, but except as so specifically admitted denies the allegations contained in paragraph 34.

35. Admits the allegations contained in paragraph 35.

36. Denies the allegations contained in paragraph 36.

37. Denies the allegations contained in paragraph 37.

38. Admits the allegations contained in paragraph 38.

39. Admits the allegations contained in paragraph 39.

40. Admits the allegations contained in paragraph 40.

41. Admits the allegations contained in paragraph 41.

42. Denies the allegations contained in paragraph 42.

43. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43.

44. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44.

45. Admits the allegations contained in paragraph 45.

46. Denies the allegations contained in paragraph 46.

47. Denies the allegations contained in paragraph 47.

48. Denies the allegations contained in paragraph 48.

49. Admits that Plaintiffs made transportation arrangements with MTL and Car Express, but except as so specifically admitted denies the allegations contained in paragraph 49.

50. Denies the allegations contained in paragraph 50.

51. Denies the allegations contained in paragraph 51.

52. Denies the allegations contained in paragraph 52.

53. Admits that MTL provides ocean transportation services, warehousing, containerization, and container tracking and tracing, but except as so specifically admitted denies the allegations contained in paragraph 53.

54. Admits the allegations contained in paragraph 54.

55. Denies the allegations contained in paragraph 55.

56. Denies the allegations contained in paragraph 56.

57. Admits the allegations contained in paragraph 57.

58. Admits the allegations contained in paragraph 58.

59. Denies the allegations contained in paragraph 59.

60. Denies the allegations contained in paragraph 60.

61. Denies the allegations contained in paragraph 61.

62. Denies the allegations contained in paragraph 62.

63. Denies the allegations contained in paragraph 63.

64. Denies the allegations contained in paragraph 64.

65. Denies the allegations contained in paragraph 65.

66. Denies the allegations contained in paragraph 66.

67. Denies the allegations contained in paragraph 67.

68. Denies the allegations contained in paragraph 68.

69. Denies the allegations contained in paragraph 69.

70. Denies the allegations contained in paragraph 70.

71. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71.

72. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72.

73. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73.

74. Denies the allegations contained in paragraph 74.

75. This allegation is not directed to Defendants and no response from Defendants is necessary, but to the extent a response is necessary, denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75.

76. This allegation is not directed to Defendants and no response from Defendants is necessary, but to the extent a response is necessary, denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76.

77. Denies the allegations contained in paragraph 77.

**RESPONSE TO THE INDIVIDUAL VEHICLES
FROM WHICH THIS ACTION ARISES**

The 2006 Mercedes SL65

78. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78.

79. Admits the allegations contained in paragraph 79.

80. Admits the allegations contained in paragraph 80.

81. Denies the allegations contained in paragraph 81

82. Denies the allegations contained in paragraph 82.

83. Denies the allegations contained in paragraph 83

The 2004 Bobcat S205

84. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 84.

85. Admits the allegations contained in paragraph 85.

86. Denies the allegations contained in paragraph 86.

87. Denies the allegations contained in paragraph 87.

88. Denies the allegations contained in paragraph 88.

The 2006 Bobcat S250

89. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 84.

90. Admits the allegations contained in paragraph 85.

91. Denies the allegations contained in paragraph 86.

92. Denies the allegations contained in paragraph 87.

The 2010 Bobcat S185

93. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 93.

94. Denies the allegations contained in paragraph 94.

95. Denies the allegations contained in paragraph 95.

96. Denies the allegations contained in paragraph 96.

97. Denies the allegations contained in paragraph 97.

98. Denies the allegations contained in paragraph 98.

99. Denies the allegations contained in paragraph 99.

The 2011 Porsche Panamera

100. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 100.

101. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101.

102. Denies the allegations contained in paragraph 102.

103. Denies the allegations contained in paragraph 103.

104. Denies the allegations contained in paragraph 104.

105. Denies the allegations contained in paragraph 105.

The Hummer Seats.

106. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 106.

107. Admits that Plaintiffs requested MTL ship the seats overseas but except as so specifically admitted, denies the allegations contained in paragraph 107.

108. Denies the allegations contained in paragraph 108.

109. Denies the allegations contained in paragraph 109.

The Three Harley Davidson Motorcycles

110. Admits the allegations contained in paragraph 110.

111. Admits the allegations contained in paragraph 111.

112. Admits the allegations contained in paragraph 112.

113. Admits the allegations contained in paragraph 113.

114. Admits the allegations contained in paragraph 114.

115. Admits the allegations contained in paragraph 115.

116. Denies the allegations contained in paragraph 116.

117. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 117.

118. Admits the allegations contained in paragraph 118.

119. Denies the allegations contained in paragraph 119

120. Admits the allegations contained in paragraph 120.

121. Denies the allegations contained in paragraph 121

122. Denies the allegations contained in paragraph 122

123. Denies the allegations contained in paragraph 123

Attempts by Defendants to charge Plaintiffs for shipping completed by other shippers

124. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124.

125. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 125.

126. Admits the allegations contained in paragraph 126.

127. Denies the allegations contained in paragraph 127.

RESPONSE TO COUNT I

128. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

129. Denies the allegations contained in paragraph 129.

130. Denies the allegations contained in paragraph 130.

RESPONSE TO COUNT II

131. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

132. Denies the allegations contained in paragraph 132.

133. Denies the allegations contained in paragraph 133.

134. Denies the allegations contained in paragraph 134.

135. Denies the allegations contained in paragraph 135.

136. Denies the allegations contained in paragraph 136.

RESPONSE TO COUNT III

137. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

138. Denies the allegations contained in paragraph 138.

139. Denies the allegations contained in paragraph 139.

140. Denies the allegations contained in paragraph 140.

RESPONSE TO COUNT IV

141. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

142. Denies the allegations contained in paragraph 142.

143. Denies the allegations contained in paragraph 143.

144. Denies the allegations contained in paragraph 144.

RESPONSE TO COUNT V

145. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

146. Denies the allegations contained in paragraph 146.

147. Denies the allegations contained in paragraph 147.

148. Denies the allegations contained in paragraph 148.

RESPONSE TO COUNT VI

149. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

150. Denies the allegations contained in paragraph 150.

151. Denies the allegations contained in paragraph 151.

RESPONSE TO COUNT VII

152. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

153. Denies the allegations contained in paragraph 153.

154. Denies the allegations contained in paragraph 154.

RESPONSE TO COUNT VIII

155. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

156. Denies the allegations contained in paragraph 156.

157. Denies the allegations contained in paragraph 157.

RESPONSE TO COUNT IX

158. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

159. Denies the allegations contained in paragraph 159.

160. Denies the allegations contained in paragraph 160.

161. Denies the allegations contained in paragraph 161.

162. Denies the allegations contained in paragraph 162.

163. Denies the allegations contained in paragraph 163.

164. Denies the allegations contained in paragraph 164.

165. Denies the allegations contained in paragraph 165.

166. Denies the allegations contained in paragraph 166.

RESPONSE TO COUNT X

167. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

168. Denies the allegations contained in paragraph 168.

169. Admits the allegations contained in paragraph 169.

170. Denies the allegations contained in paragraph 170.

171. Denies the allegations contained in paragraph 171.

172. Denies the allegations contained in paragraph 172.

173. Denies the allegations contained in paragraph 172.

RESPONSE TO COUNT XI

174. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

175. Denies the allegations contained in paragraph 175.

176. Denies the allegations contained in paragraph 176.

177. Denies the allegations contained in paragraph 177.

178. Denies the allegations contained in paragraph 178.

179. Denies the allegations contained in paragraph 179.

AS AND FOR AFFIRMATIVE DEFENSES TO ALL CLAIMS:

FIRST AFFIRMATIVE DEFENSE

180. Plaintiffs fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

181. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE

182. Plaintiffs lack proper standing to bring a cause of action.

FOURTH AFFIRMATIVE DEFENSE

183. Plaintiffs breached the applicable contracts of carriage by failing to make payment on outstanding debts owed.

AS AND FOR COUNTERCLAIMS AGAINST PLAINTIFFS:

COUNTERCLAIM COUNT I

184. Defendants repeat and reallege each and every admission, denial, and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

185. From December 2012 through August 2013, Plaintiffs requested that Defendants provide ocean carriage and storage of various automobiles, vehicles and property, including the shipments at issue in this Complaint.

186. Pursuant to Plaintiffs' requests, Defendants provided the ocean carriage and storage of various automobiles, vehicles and property, including the shipments at issue in this Complaint.

187. To date, Plaintiffs have never paid Defendants the freight and/or storage charges that are currently due and owing for the above ocean carriage

188. As a result, Defendants demand payment of all freight and other charges, including incidental charges, expenses, costs, and other damages, presently calculated at \$86,558.

WHEREFORE, Defendants pray for:

- (a) Judgment dismissing the Complaint;
- (b) Judgment on Defendants' counterclaim;
- (c) An award of all costs including attorneys' fees; and
- (d) Such other and further relief as this Court may deem just and proper.

Dated: April 23, 2014
New York, New York

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

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

APPENDIX “B”

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

13 Civ. 07110 (SLT)(RLM)

**DEFENDANTS'
MEMORANDUM OF LAW IN
OPPOSITION TO PLAINTIFFS'
MOTION FOR INJUNCTIVE
RELIEF**

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

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INTRODUCTION

Defendants Marine Transport Logistics, Inc. (“MTL”), Royal Finance Group, Inc. (“Royal Finance Group”), Car Express & Import, Inc. (“Car Express”), Aleksandr Solovyev, and Dimitry Alper (hereinafter collectively “Defendants”), by their attorneys Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, submit this memorandum of law in opposition to Plaintiffs’ motion for injunctive relief. In support of Defendants’ opposition are the Declaration of Aleksandr Solovyev on behalf of Car Express and Royal Finance Group, and the Declaration of Dimitry Alper on behalf of MTL. **Oral Argument is requested.**

PRELIMINARY STATEMENT

The issues facing this Court are whether Plaintiffs have shown by a clear preponderance of the evidence that their claims are not compensable by money damages and are likely to succeed on the merits. Defendants respectfully submit that Plaintiffs have not met their burden and the Court should deny Plaintiffs’ motion for two reasons: (I) Plaintiffs have not proven irreparable harm; and (II) Plaintiffs are not likely to succeed on the merits because: (A) Plaintiffs failed to set forth causes of action on which relief can be granted or make a clear showing of a likelihood of success on their causes of action; (B) Plaintiffs failed to raise sufficiently serious questions as to the merits; and (C) contrary to Plaintiffs’ claims, Defendants have a valid lien on Plaintiffs’ property.

However, before addressing Plaintiffs' motion, if Plaintiffs now agree to post a security bond to the court in the amount of \$61,754¹ for the outstanding debts owed by Defendants, Defendants will also now agree to release (without prejudice) the following 3 "vehicles" and 1 "shipment of replacement seats":

1. Bobcat S205 (currently in Kotka, Finland)
2. Bobcat S250 (currently in Kotka, Finland)
3. Porsche Panamera (currently in Dubai, UAE)
4. Two (2) replacement seats for a General Motors Hummer (currently in Bremerhaven, Germany)

Of the remaining "vehicles" in dispute: Defendants sold the Mercedes SL65 and the Bobcat S185 to third-parties to recover outstanding debts owed by Plaintiffs, and the 3 Harley Davidson motorcycles are believed to be in the custody and control of (non-party) Uni-Trans PRA, a company hired by Plaintiffs that is not related to Defendants.

BACKGROUND FACTS

We respectfully refer the Court to the Declarations of Aleksandr Solovyev (the "Solovyev Decl.") and Dimitry Alper (the "Alper Decl.") for the background facts in this case.

¹ \$61,754 is the total amount owed by Plaintiffs to MTL on: Invoices no. 27764 (\$1,600), 27382 (\$750), 27343 (\$1,160), 20059 (\$1,504) and 27702 (\$16,501); plus \$40,239 owed to Royal Finance Group on Invoice no. 1173MO. (Attached as Exhibits F, H, J, K and L respectively to the Alper Decl. and Exhibit D to the Solovyev Decl.) We note that if a preliminary injunction is granted, the posting of security by the movant in an amount determined by the court is mandatory. Fed. R. Civ. P. 65. Whether Plaintiffs' "consent" to putting up a bond in that case is immaterial. (See Pl. OSC Brief at p. 13).

ARGUMENT

The Second Circuit requires a movant seeking injunctive relief to show by a preponderance of the evidence: (I) irreparable harm and (II) either likelihood of success on the merits or sufficiently serious questions going to the merits to make them a fair ground for litigation and a balance of hardships tipping decidedly toward the movant. *Caulfield v. Board of Education*, 583 F.2d 605, 610 (2d Cir. 1978). In addition, because Plaintiffs seek a mandatory injunction, Plaintiffs must make a “clear showing” of entitlement to the relief requested.² *Abdul Wali v. Coughlin*, 754 F.2d 1015, 1025 (2d Cir. 1985). “The ‘clear showing’ requirement . . . alters the traditional formula by requiring that the movant demonstrate a *greater* likelihood of success.” *SEC v. Unifund SAL*, 910 F.2d 1028, 1039 (2d Cir. 1990)(emphasis added).

We first address the “irreparable harm” requirement for injunctive relief.

I. PLAINTIFFS HAVE NOT PROVEN IRREPARABLE HARM.

For harm to be irreparable, the harm must be “one requiring a remedy of more than mere monetary damages”. *Tucker Anthony Realty Corp. v. Schlesinger*, 888 F.2d 969, 975 (2d Cir. 1989). Plaintiffs must demonstrate “clear proof of an imminent threat of irreparable injury and not mere unsupported speculation”. *Reiter’s Beer Distribs. v. Christian Schmidt Brewing*, 1986 U.S. Dist. LEXIS 22175,

² A mandatory injunction, in contrast to a typical preliminary injunction that seeks only to maintain the status quo pending trial, is said to *alter* the status quo by commanding some positive act. *Abdul Wali, supra*.

*30 (E.D.N.Y. 1986). “Unless a party makes a threshold showing of irreparable harm there is no necessity to consider either of the alternative merits criteria.” *Id.*

In the instant matter, Plaintiffs allege irreparable harm from (A) the loss of Plaintiffs’ contract with their consignees and (B) Plaintiffs’ loss of goodwill. (Pl. OSC Brief at p. 12). As next discussed, Plaintiffs have an adequate remedy at law in money damages and thus have not met their burden of proving, by a preponderance of the evidence, irreparable harm.

A. Loss of business is compensable by money damages.

Plaintiffs first allege that the shipments at issue (i.e. 3 Bobcats, 2 salvage cars, and 2 Hummer seats) are irreplaceable and Plaintiffs face the termination of their contracts with their consignees. (Pl. OSC Brief at p. 12). Here, however, Plaintiffs do not face irreparable harm if Plaintiffs could avoid the loss by obtaining substitute shipments. *Tom Doherty Assocs. v. Saban Entm't, Inc.*, 60 F.3d 27, 38 (2d Cir. 1995); *See also Tri-County Wholesale Distribs. v. Wine Group, Inc.*, 2012 U.S. App. LEXIS 13415, *28 (6th Cir. 2012)(“there must be some meaningful showing that another comparable product cannot seamlessly replace the jeopardized product.”)

In the instant matter, aside from Plaintiffs’ bare allegations, Plaintiffs have not made any showing that the shipments are, in fact, irreplaceable. *Reiter’s Beer Distribs, supra*. Furthermore, even accepting Plaintiffs’ bare allegations as true, the loss of customers or the loss of business are both readily compensable in money damages. *Jackson Dairy, Inc. v. H. P. Hood & Sons, Inc.*, 596 F.2d 70, 72-73 (2d Cir.

1979)(loss of customers or business compensable in “dollars and cents”). Because Plaintiffs have an adequate remedy at law with regard to any loss of customers, Plaintiffs have not proven irreparable harm. *Id.*

B. Loss of goodwill is also compensable by money damages.

Plaintiffs next allege that their “goodwill is suffering with respect to the consignees and the industry as a whole”. (Pl. OSC Brief at p. 12). Again, aside from Plaintiffs’ bare allegations, Plaintiffs have not shown clear proof of a loss of goodwill. Moreover, Courts generally only consider loss of goodwill when it rises to the level of threatening a business with termination. *Loveridge v. Pendleton Woolen Mills, Inc.*, 788 F.2d 914, 917 (2d Cir. 1986). Just because a business’ customers may “grumble and go elsewhere” is insufficient for an injunction. *Id.*; *See also Millenium Restaurants v. City of Dallas*, 181 F.Supp.2d 659, 666 (N.D. Tex. 2001)(denying injunctive relief when plaintiffs merely argued that it would be put out of business, losing customers and goodwill, but made no showing that money damages would be inadequate).³

³ All three decisions cited by Plaintiffs for their “loss of goodwill” claim involve either trademarked products or non-compete agreements. Two of the decisions cited by Plaintiffs involved non-compete agreements with stipulations that money damages would be insufficient for breach and, as noted by the courts, “when a party violates a non-compete clause the resulting loss of client relationships and customers goodwill . . . constitutes irreparable harm.” *Titor Title Ins. Co. v. Cohen*, 173 F.3d 63 (2d Cir. 1999) and *Nat’l Elevator Cab & Door Company v. H&B, Inc.*, 282 Fed. Appx. 885 (2d Cir. 2008). The third decision cited by Plaintiffs involved infringement on a company’s unique and trademarked bottle design where the court found that “the unique nature of the trademark . . . in representing such an intangible asset as reputation and goodwill means that irreparable harm is almost always found where probability of confusion exists.” *Essie Cosmetics, Ltd. v. Dae Do Int’l, Ltd.*, 808 F.Supp. 952 (E.D.N.Y. 1992). Since the instant matter involves neither a trademarked (unique) product nor a non-compete agreement, the decisions do not readily support the relief sought by Plaintiffs and, in any event, Plaintiffs are still required to prove by a preponderance of the evidence that money damages are inadequate.

Where a plaintiff has only demonstrated that business would be disrupted, but failed to show that the business would be so affected that it would be forced to fold, authority in the Second Circuit has held that an adequate legal remedy exists. *Newport Tire & Rubber Co. v. Tire & Battery Corp.*, 504 F. Supp. 143, 149-150 (E.D.N.Y. 1980). In the instant matter, Plaintiffs have not even sufficiently proven that their business would be disrupted, much less that Plaintiffs' business would be forced to fold. *Id.* Nor have Plaintiffs shown that any loss of goodwill could not be compensated by money damages. *Tom Doherty Assocs.*, 60 F.3d 27, 38.

Because Plaintiffs have not proven irreparable harm by a preponderance of the evidence, Plaintiffs motion for injunctive relief should be denied.

II. PLAINTIFFS ARE NOT LIKELY TO SUCCEED ON THE MERITS.

Plaintiffs have also failed to make a clear showing of a likelihood of success on the merits. *Abdul Wali*, 754 F.2d 1015, 1025 (2d Cir. 1985). Plaintiffs' claims are unlikely to succeed for three reasons. (A) First, Plaintiffs fail to state claims upon which relief can be granted and to adequately support their causes of action. (B) Second, in conjunction with the first point, the balance of hardships do not tip in Plaintiffs' favor. (C) And finally, contrary to Plaintiffs' allegations, Defendants have a valid bill of lading lien on Plaintiffs' property.

A. Plaintiffs' causes of action are insufficient for relief.

Notwithstanding that Plaintiffs have not made a clear showing of irreparable harm, Plaintiffs are also unlikely to succeed on the merits because Plaintiffs fail to

state claims upon which relief can be granted and to adequately support their causes of action.⁴

In this regard, Plaintiffs' causes of action, though impressive in variety, are insufficient on the pleadings or lacking in merit. Plaintiffs allege causes of action for: (1) violation of The Shipping Act of 1984; (2) breach of fiduciary duty; (3) conversion; (4) civil conspiracy; (5) tortious interference with business relations; (6) an action to pierce the corporate veil; (7) injunctive relief; (8) breach of contract; (9) violation of the New York Consumer Fraud Act; (10) common law fraud; and (11) violation of the Racketeer Influenced and Corrupt Organizations Act (RICO). (Compl. ¶¶ 128-179 Counts I-XI).⁵ The causes of action are addressed below in the same order set out in the Complaint.

1. Violation of The Shipping Act of 1984.

Plaintiffs first allege that Defendants violated The Shipping Act of 1984. (Pl. OSC Brief p. 11; Compl. Count I). Even accepting Plaintiff's allegation as true, the Federal Maritime Commission (f/k/a the Federal Maritime Board) has exclusive jurisdiction over suits to recover reparations under The Shipping Act. *D.L. Piazza*

⁴ Although this is not a motion to dismiss the Complaint and/or individual causes of action, which Defendants intend to file on a later date, the insufficiency of Plaintiffs' causes of action are intertwined here with Plaintiffs' burden of showing a likelihood of success on the merits.

⁵ While not set out as a cause of action, Plaintiffs repeatedly mention alleged violations of New York Penal Law §§ 105, 190.40, 190.42 and 190.45. (Pl. OSC Brief p. 10; Compl. ¶ 61). However, Plaintiffs have not set forth any authority for a private cause of action to enforce the rights allegedly created by New York Penal Law. *Casey System, Inc. v. Firecom, Inc.*, 1995 U.S. Dist. LEXIS 17761 (S.D.N.Y. 1995)(stating the general rule that "when a statute is contained solely within the penal law section, the legislature intended it as a police regulation to be enforced only by a court of criminal jurisdiction"); *Valentin Christian v. Town of Riga*, 649 F. Supp. 2d 84, 91 (W.D.N.Y. 2009)(dismissing private causes of actions under New York PL 190, 190.25, 190.20).

Co. v. West Coast Line, Inc., 210 F.2d 947 (2d. Cir.), *cert denied*, 348 U.S. 839, 99 L. Ed. 661, 75 S.Ct. 42 (1954). Plaintiffs cannot proceed originally with their cause of action in a district court without defeating this primary jurisdiction. *Id.*

2. Breach of fiduciary duty.
3. Conversion.
4. Civil conspiracy.
5. Tortious interference with business relations.

Plaintiffs' causes of action for breach of fiduciary duty, conversion, conspiracy, and tortious interference are addressed together. To succeed on the merits on any of the above causes of action, Plaintiffs must show some wrongdoing by Defendants. See *Lunsford v. Farrell Shipping Lines, Inc.*, 1991 U.S. Dist. LEXIS 10263, No. 83 Civ. 7462, at *8 (S.D.N.Y. 1991)(plaintiffs must show a breach of the fiduciary duty); *Eaves v. Designs for Fin., Inc.*, 785 F. Supp. 2d 229, 267 (S.D.N.Y. 2011)("to prove a conversion . . . plaintiff must show that defendant exercised an unlawful dominion over the thing in question"); *Beck v. Prupis*, 529 U.S. 494, 503, 146 L.Ed. 2d 561, 120 S.Ct. 1608 (2000)(requiring overt tortious or unlawful act for civil conspiracy); *Valley Lane Indus. Co. v. Victoria's Secret Direct Brand Mgmt., L.L.C.*, 455 Fed. Appx. 102, 105-106 (2d Cir. N.Y. 2012)(for tortious interference, defendant's conduct must amount to a crime or an independent tort). However, as next discussed, Plaintiffs' factual allegations of Defendants' wrongdoing are either plainly insufficient or blatantly contradicted by other evidence.

First, Plaintiffs allege that they "requested that [Defendants] release the [Mercedes SL65] and said request was denied without explanation". (Pl. Decl. ¶ 20.)

However, Plaintiffs fail to mention that Plaintiffs accumulated unpaid storage fees of \$900 for the Mercedes SL65 (\$150 per month x 6 months from Dec. 2012 through May 2013). In fact, Defendants notified Plaintiffs by e-mail on May 9, 2013 of the unpaid storage fees for the Mercedes SL65 but Plaintiffs never responded to Defendants or paid the storage fees. (Alper Decl. ¶¶ 10-12, Exhibit A thereto). Thus, Defendants did not refuse to release Plaintiffs' property "without explanation".

Plaintiffs next allege that Defendants misappropriated the 2 Hummer seats. (Pl. Decl. ¶¶ 47-48.) In fact, Defendants delivered the 2 Hummer seats to Bremerhaven, Germany pursuant to Plaintiffs' instructions. The 2 Hummer seats are being held by Defendants in Bremerhaven pending payment by Plaintiffs of \$1,160 (as of August 2013) in ocean freight and storage fees. (Alper Decl. ¶¶ 28-30, Exhibits I and J thereto). Defendants did not misappropriate the 2 Hummer seats.

Finally, Plaintiffs allege that Defendants "upon information and belief . . . illegally shipped the [Bobcat S205 and the Bobcat S185] overseas without [Plaintiffs'] consent". (Pl. Decl. ¶¶ 26 and 37). At first blush, the allegation "upon information and belief" is puzzling; after all, Plaintiffs either consented to the shipment overseas or they didn't.⁶ In fact, Plaintiffs' allegation is refuted by Plaintiffs' own e-mails to the Defendants requesting that Defendants load the Bobcat S205 and Bobcat S185 into a container for shipment to Kotka, Finland.

⁶ Many of Plaintiffs' allegations, including allegations that are contradicted or refuted, were made only on "information and belief." (See Pl. Decl. at ¶¶ 26, 37, 43, 61). Allegations seeking an injunction must be specific. *Moore v. New York Cotton Exch.*, 296 F. 61, 73 (2d Cir. N.Y. 1923). Allegations made upon information and belief are, as a rule, insufficient. *Id.*; *Hispanic Leadership Fund, Inc. v. Walsh*, 2012 U.S. Dist. LEXIS 189367, *18 (N.D.N.Y. 2012)("Courts generally consider affidavits made on information and belief to be insufficient for a preliminary injunction.").

(Solovyev Decl. ¶ 15, Exhibit B thereto). A request from Plaintiffs to load the Bobcats into a container for shipment overseas is equivalent to consent by Plaintiffs to ship the Bobcats oversea. Plaintiffs' allegations of wrongdoing are clearly without merit.

Because Plaintiffs have not proven or adequately supported their allegations of Defendants' wrongdoing, all causes of action that require proof of wrongdoing must also fail.

6. Action to pierce the corporate veil.

Plaintiffs have not plead sufficient allegations to make their action to pierce the corporate veil plausible. *Ashcroft v. Iqbal*, 129 S.Ct. 1937, 1949, 173 L. Ed. 2d 868 (2009). It is incumbent upon Plaintiffs to plead sufficient facts to support both prongs of the veil-piercing inquiry – that is, both disregard for the corporate form and resulting fraud or injustice. In pleading these elements, Plaintiffs must do more than merely parrot the facts enumerated in the veil-piercing case law. See *G4S Justice Servs., Inc. v. Correctional Program Servs., Inc.*, 2009 U.S. Dist. LEXIS 88689, at *3-4 (S.D. Ind. 2009).

In the instant matter, Plaintiffs have merely plead conclusory allegations, without alleging any facts whatsoever to support an action to pierce the corporate veil. (Compl. ¶¶ 150-151). Without facts to support the relief requested, this cause of action must also fail.

7. Injunctive relief.

As addressed above, Plaintiffs have not shown by a preponderance of the evidence that irreparable harm will result. “Accordingly, unless a plaintiff makes a threshold showing of irreparable harm there is no necessity to consider either of the alternative merits criteria.” *Reiter’s Beer Distribs, supra*.

8. Breach of contract.

Plaintiffs allege that Defendants “breached their contract with Plaintiffs for the shipment of goods via ocean transit”. (Compl. ¶ 156). To prevail on a breach of contract claim, plaintiffs must prove, *inter alia*, performance of the contract by the plaintiff and breach of the contract by the defendant. *First Investors Corp. v. Liberty Mut. Ins. Co.*, 152 F.3d 162, 168 (2d Cir. 1998).

First, as an initial matter, Plaintiffs have not performed their obligations under the contract (i.e. the bills of lading). Plaintiffs have not paid the outstanding debts. (Alper Decl. ¶¶ 17, 22, 26, and 30). Second, Defendants have fully performed their obligations under the contracts. Defendants shipped the Plaintiffs’ property overseas, as requested by Plaintiffs. (Alper Decl. ¶¶ 16, 20, 24, 28-30; Exhibits E, , I and J thereto). The only remaining obligation under the contracts is Plaintiffs’ payment of outstanding debts.

9. New York Consumer Fraud Act.

New York Courts have consistently held that unique private transactions between sophisticated business parties do not give rise to liability under the New

York Consumer Fraud Act. *Oswego Laborers' Local 214 Pension Fund v. Marine Midland Bank, N.A.*, 85 N.Y.2d 20, 25 647 N.E.2d 741, 623 N.Y.S.2d 529 (1995)(“Private contract disputes, unique to the parties . . . would not fall within the ambit of the statute”); *Suttons Assocs. v. LexisNexis*, 196 Misc. 2d 30 (Sup. Ct. 2003)(dismissing a Consumer Fraud Act claim that alleged a “private commercial dispute involving the two businesses involved in the transaction”). New York appellate authority is equally clear on this point, and unequivocally excludes businesses from the definition of “consumer” for the New York Consumer Fraud Act by defining a “consumer” as an individual who “purchases goods and services for personal, family or household use”. *Sheth v. New York Life Ins. Co.*, 273 A.D.2d 72, 709 N.Y.S.2d 74, 75 (1st Dept 2000); *Cruz v. NYNEX Info. Res.*, 263 A.D.2d 285, 705 N.Y.S.2d 103, 107 (1st Dept 2000).

In the instant matter, Plaintiffs are “*in the business* of purchasing and exporting new and used cars from the United States to Europe”. (Compl. ¶ 2 (emphasis added)). Because Plaintiffs are not “consumers” within the ambit of the New York Consumer Fraud Act, Plaintiffs fail to state a claim upon which relief can be granted and are thus, not likely to succeed on the merits.

10. Common law fraud.

Plaintiffs allege that Defendants began fraudulently “invoicing Plaintiffs for amounts never agreed upon” *after* Plaintiffs severed their business relationship with Defendants in August 2013. (Pl. OSC Brief at p. 9).

A cause of action for fraud requires proof by clear and convincing evidence of a material false representation, an intent to defraud the plaintiff, that the plaintiff relied upon the false representation, and that the plaintiffs suffered damage as a result of such reliance. *Banque Arabe Et Internationale D'Investissement v. Maryland Nat'l Bank*, 57 F.3d 146, 153 (2d Cir. 1995) citing *Keywell Corp. v. Weinstein*, 33 F.3d 159, 163 (2d Cir. 1994). As next discussed, Plaintiffs fail to allege adequate facts to support the required elements of fraud.

First, Plaintiffs must show a material false representation. *Id.* In this regard, Plaintiffs point to Royal Finance Group Invoices nos. 1170MO, 1171MO, 1172MO and 1173MO which Plaintiffs allege were “conjured up”. (See Compl. “Exhibit F”, “Exhibit Q”, and “Exhibit H”). However, other than bare allegations, Plaintiffs have not shown that the invoices were “false representations”.

Second, Plaintiffs must show “an intent to defraud”. *Id.* Plaintiffs allege that Defendants created the above invoices *after* Plaintiffs’ termination of their business relationship with Defendants in August 2013. (Pl. OSC Brief at p. 9). In fact, the invoices at issue actually pre-date Plaintiffs’ termination of the business relationship by several months. Defendants created Invoices no. 1170MO and 1173MO on April 20, 2013 at Plaintiffs’ April 18, 2013 e-mail request. (Solovyev Decl. ¶¶ 28-30; Exhibits E and F thereto). Invoices no. 1171MO and 1172MO were also created on or about April 20, 2013 without objection by Plaintiffs, i.e. four months before the alleged motivation for Defendants’ “intent to defraud”. It is impossible for Defendants to have formed an “intent to defraud” in April 2013, as

alleged by Plaintiffs, in response to an event initiated by Plaintiffs four months later in August 2013.

Third, even if the invoices were fraudulent or Defendants intended to defraud Plaintiffs, Plaintiffs must still show a material reliance on the false representation and damages as a result of that reliance. Under New York law, a plaintiff must prove not only reliance, but that reliance was justifiable in the sense that the party claiming to have been defrauded was justified in believing the false representation and justified in acting upon it. *Compania Sud-Americana De Vapores, S.A. v. IBJ Schroder Bank & Trust Co.*, 785 F. Supp. 411, 419 (S.D.N.Y. 1992). Reliance on alleged misrepresentation is *not* justified if plaintiff was placed on guard or practically faced with the facts. *Danaan Realty Corp. v. Harris*, 5 N.Y.2d 317, 184 N.Y.S.2d 599, 157 N.E.2d 616 (1954). In the instant matter, even accepting Plaintiffs' allegations as true, Plaintiffs cannot show material reliance on any false representation because Plaintiffs, by their own admission, recognized and knew immediately that the alleged debts were "never agreed to" and did not make payment on any of the debts. (Pl. Decl. ¶¶ 36, 42, 66). In other words, Plaintiffs allegations of fraud fail because Plaintiffs were never actually defrauded.

Lastly, in conjunction with the lack of reliance, Plaintiffs have not been damaged as a result of any such reliance. *Compania Sud-Americana De Vapores, S.A.*, 785 F. Supp. 411, 419. Plaintiffs have not paid any of the invoices.

Plaintiffs also allege that Defendants "fraudulently obtained a replacement title" on a Harley Davidson motorcycle. (Comp. ¶ 119). To the contrary, however,

Defendants actually obtained the original titles to the motorcycles pursuant to the agreement between Plaintiffs and Defendants for MTL to ship the motorcycle. (Alper Decl. ¶ 34). In any event, again accepting Plaintiffs' allegations as true, Plaintiffs still have not shown reliance on any "fraud" or damages as a result of Defendants allegedly obtaining replacement titles. *Banque Arabe Et Internationale D'Investissement*, 57 F.3d 146, 153 (2d Cir. 1995).

Because Plaintiffs have not met the burden of proof on the elements of a fraud claim, Plaintiffs are not likely to succeed on the merits.

11. Violation of the Racketeer Influenced Corrupt Practices Act.

"Because the mere assertion of a RICO claim . . . has an almost stigmatizing effect on those named as defendants . . . courts should strive to flush out frivolous RICO allegations at an early stage of the litigation". *Katzman v. Victoria's Secret Catalogue*, 167 F.R.D. 649, 655 (S.D.N.Y. 1996). "Courts must attempt to distinguish between claims consistent with Congress's intention in passing RICO – protecting legitimate businesses from infiltration by organized crime – and traditional state court actions cast in terms of RICO simply to gain access to treble damages and attorneys fees in federal court". *Schuh v. Druckman & Sinel, L.L.P.*, 2008 U.S. Dist. LEXIS 15079, *8 (S.D.N.Y. 2008) (citations omitted).

Again, Plaintiffs' allegations of fraud or other wrongdoing are inadequately unsupported or materially contradicted by evidence. Plaintiffs' RICO claim is ultimately futile and, in any event, is certainly not likely to succeed. *Victoria's*

Secret Catalogue, 167 F.R.D. 649 (RICO allegation is inadequate when it fails to identify any fraudulent misrepresentations or material omissions).

Plaintiffs attempt to interject a last-ditch allegation of “a money laundering scheme perpetrated by the remaining defendants” to sustain its RICO allegations. (Compl. ¶¶ 175-176.). The only even support anywhere for this allegation is the single bare statement by Plaintiffs that “it is [his] belief . . . that defendants are running an illegal scheme to extort money.” (Pl Decl. ¶ 75). Because a money laundering claim cannot be plead with wholly conclusory allegations, this allegation is likewise insufficient. *Republic of Colom. v. Diageo N. Am. Inc.*, 531 F. Supp. 2d 365, 440 (E.D.N.Y. 2007).

Because Plaintiffs have not made a clear showing of a likelihood of success on the merits with regard to any of their myriad causes of action, notwithstanding that Plaintiffs also have not shown irreparable harm, Plaintiffs’ motion should be denied.

B. The balance of hardships is not in Plaintiffs’ favor.

The balance of hardships is also not in Plaintiffs’ favor. Significantly, the balance of hardships test necessarily *includes* the showing of irreparable harm. *Triebwasser & Katz v. American Tel. & Tel. Co.*, 535 F.2d 1356, 1359 (2d Cir. N.Y. 1976). Where the plaintiff establishes something less than probable cause as to the merits, the need for proof of irreparable harm is even more pronounced. *Id.*

In the instant matter, Plaintiffs have not proven irreparable harm. Consequently, the burden on Plaintiffs to show probable cause as to the merits is heightened. In light of the doubtful merits of Plaintiffs’ allegations and causes of

action as discussed above, Plaintiffs have not met their burden of raising sufficiently serious questions going to the merits to make them a fair ground for litigation. *Id.*

C. Contrary to Plaintiffs' allegations Defendants have a valid lien on Plaintiffs' property.

For the sake of completeness, the only remaining question before the Court is whether Defendants have a valid lien on the shipments. As next discussed, MTL has a valid lien on the shipments pursuant to MTL's bill of lading for any of Plaintiffs' unpaid current or prior debts.

1. Liens on unpaid *current* debts.

Plaintiffs first allege that Defendants cannot have a valid lien on the shipments because Plaintiffs "paid Defendants in full for all shipping and related charges". (Pl. OSC Brief at p. 9). Defendants dispute Plaintiffs allegations and in fact, multiple invoices remain outstanding. (Exhibits F, H, J, K and L respectively to the Alper Decl.) Since Plaintiffs only argue that the lien is invalid because Plaintiffs "paid Defendants in full", presumably Plaintiffs concede that if payment in full had *not* been made, then Defendants would have a valid lien.

2. Liens on unpaid *prior* debts.

Notwithstanding the foregoing, Plaintiffs are also incorrect that "a debt on prior shipments . . . cannot be applied against vehicles shipped subsequent to." (Pl. OSC Brief. at p. 9). The MTL bill of lading Clause 15 ["LIEN"] terms and conditions

governing the transaction(s) between Plaintiffs and MTL allow MTL to do precisely that:

15. LIEN The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier: (a) Under this Bill of Lading; (b) *Under any other contracts with the Merchant, including without limitation, any and all unpaid ocean freight or other charges due from or on account of any previous carriage or other services performed by the Carrier for the Merchant*; (c) For expenses incurred by the Carrier for the account of the Merchant, and for General Average and salvage contributions to whomsoever due; and (d) For the costs and attorneys' fees incurred in recovering any or all of the foregoing, and for all such purposes the Carrier shall have the right in its absolute discretion to dispose of the Goods and/or to sell the Goods by public auction or private sale without notice to the Merchant. [Alper Decl. Exhibit E thereto. (emphasis added)]

A bill of lading is a contract between the shipper and the carrier. *United Van Lines v. Hellman*, 949 F. Supp. 126, 128-129 (E.D.N.Y. 1996) citing *Southern Pacific Transportation Co. V. Commercial Metals Co.*, 456 U.S. 336, at 342-343, 102 S. Ct. 1815, 72 L. Ed. 2d 114 (1982). The terms and conditions of a bill of lading are binding upon the parties. *Id.* Additionally, Courts have upheld bill of lading lien provisions with language similar to Clause 15 of the MTL bill of lading. See *Maersk-Sealand v. Eurocargo Express, LLC*, 2004 U.S. Dist. LEXIS 13391, *6, 14 2004 AMC 1098 (C.D. Cal. 2004)(upholding bill of lading general lien provision “for all sums payable to the Carrier under this contract and/or any other contract”.); See also *Two Containers v. Atl. Container Line AB*, 2009 U.S. Dist. LEXIS 46251, *8 (N.D. Ga 2009).

Clause 15 of the MTL bill of lading gives MTL a valid lien on Plaintiffs' shipments for *any* prior unpaid debts by Plaintiffs for "unpaid ocean freight or other charges due from or on account of any previous carriage or other services".

The decisions relied upon by Plaintiffs, supposedly to the contrary, do not involve a carrier's contractual liens on cargo for unpaid freight or bill of lading lien language similar to that in the MTL's bill of lading.⁷ MTL has a valid lien on the shipments, and thus, Plaintiffs' are not likely to succeed on any argument to the contrary.

CONCLUSION

Plaintiffs have not proven by a preponderance of the evidence irreparable harm and a likelihood of success on the merits. For all the foregoing reasons, Plaintiff's motion for injunctive relief should be denied.

⁷ Indeed, none of the decisions cited by Plaintiffs involve bill of lading liens on cargo. *Atlantic Mut. Ins. Cos. v. M/V BALSA*, 695 F.Supp. 165 (S.D.N.Y. 1988), cited by Plaintiffs, held that bills of lading are separate contracts with regard to a carrier's *delivery obligations*. *Shipping Corp. of India, Ltd. v. Pan American Seafood*, 583 F.Supp. 1555 (S.D.N.Y. 1984), cited by Plaintiffs, held that a shipper could assert a "recoupment" defense only with respect to damages to cargo arising out of the same transaction as the carrier's freight claim. *Birds of Paradise*, 72 U.S. 545 (1866) involved a contractual stipulation that the goods are to be delivered "before the freight is paid, without any condition or qualification". *Id.* at 555. And lastly, *Cornish Shipping v. International Nederlanden Bank N.V.*, 53 F.3d 499 (2d Cir. 1995) involved a shipowner's lien on "subfreights", i.e., monies earned by the vessel. "To secure payments of freight due from a charterer of its ship, a shipowner may create, by express provision of a charter party, a lien on the subfreights earned by the vessel". *Id.* at 501. The court held that such a lien is "extinguished" if the subfreights are paid to the charterer "in good faith prior to receiving notice of the lien". *Id.*

Dated: March 6, 2014
New York, New York

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

By: s/Stephen H. Vengrow
Stephen H. Vengrow
Eric Chang
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

To: VIA ECF
Marcus A. Nussbaum, Esq.
Attorneys for Plaintiff

APPENDIX “C”

Page 1

1
2 FEDERAL MARITIME COMMISSION
3 DOCKET NO.: 15-04
4 -----X
5 CROCUS INVESTMENTS, LLC AND CROCUS, FZE
6 Complainants
7 v.
8 MARINE TRANSPORT LOGISTICS, INC. AND ALEKSANDR
9 SOLOVYEV a/k/a ROYAL FINANCE GROUP INC.
10 Respondents
11 -----X
12 1384 Broadway
13 New York, New York 10018
14 November 20, 2015
15 10:13 a.m.
16
17 EXAMINATION BEFORE TRIAL of ALEKSANDR
18 SOLOVYEV, the Defendant in the above-entitled
19 action, taken on behalf of the Plaintiffs, held
20 at the above time and place, and taken before
21 Dorene Glover, a reporter and Notary Public
22 within and for the State of New York.
23
24
25

Page 2

1
2 A P P E A R A N C E S:
3
4 THE LAW OFFICE OF LOUIZA TARASSOVA, P.A.
5 Attorneys for Complainants
6 1420 Lake Baldwin Lane
7 Orlando, Florida 32814
8 BY: LOUIZA TARASSOVA, ESQ.
9
10 CICHANONICZ, CALLAN, KEANE, VENGROW & TEXTOR,
11 LLP.
12 Attorneys for Respondents
13 61 Broadway
14 New York, New York 10006
15 BY: ERIC CHANG, ESQ.
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Page 3

1
2 IT IS HEREBY STIPULATED AND AGREED by and
3 between the attorneys for the respective
4 parties herein, and in compliance with Rule 221
5 of the Uniform Rules for the Trial Courts:
6 THAT the parties recognize the provision of
7 Rule 3115 subdivisions (b), (c), and/or (d).
8 All objections made at a deposition shall be
9 noted by the officer before whom the deposition
10 is taken, and the answer shall be given and the
11 deposition shall proceed subject to the
12 objections and to the right of a person to
13 apply for appropriate relief pursuant to
14 Article 31 of the CPLR.
15 THAT every objection raised during a
16 deposition shall be stated succinctly and
17 framed so as not to suggest an answer to the
18 deponent and, at the request of the questioning
19 attorney, shall include a clear statement as to
20 any defect in form or other basis of error or
21 irregularity. Except to the extent permitted
22 by CPLR Rule 3115 or by this rule, during the
23 course of the examination persons in attendance
24 shall not make statements or comments that
25 interfere with the questioning.

Page 4

1
2 THAT a deponent shall answer all questions
3 at a deposition, except (i) to preserve a
4 privilege or right of confidentiality, (ii) to
5 enforce a limitation set forth in an order of a
6 court, or (iii) when the question is plainly
7 improper and would, if answered, cause
8 significant prejudice to any person. An
9 attorney shall not direct a deponent not to
10 answer except as provided in CPLR Rule 3115 or
11 this subdivision. Any refusal to answer or
12 direction not to answer shall be accompanied by
13 a succinct and clear statement of the basis
14 therefore. If the deponent does not answer a
15 question, the examining party shall have the
16 right to complete the remainder of the
17 deposition.
18 THAT an attorney shall not interrupt the
19 deposition for the purpose of communicating
20 with the deponent unless all parties consent or
21 the communication is made for the purpose of
22 determining whether the question should not be
23 answered on the grounds set forth in section
24 221.2 of these rules and, in such event, the
25 reason for the communication shall be state for



Page 5

1
2 the record succinctly and clearly.
3 THAT failure to object to any question or to
4 move to strike and testimony at this
5 examination shall not be a bar or waiver to
6 make such objection or motion at the time of
7 the trial of this action, and is hereby
8 reserved; and
9 THAT this examination may be signed and
10 sworn to by the witness examined herein before
11 any Notary Public, but the failure to do so or
12 to return the original of the examination to
13 the attorney on whose behalf the examination is
14 taken shall not be deemed a waiver of the
15 rights provided by Rules 3116 and 3117 of the
16 CPLR, and shall be controlled thereby, and
17 THAT certification and filing of the
18 original of this examination are waived; and
19 THAT the questioning attorney shall provide
20 counsel for the witness examined herein with a
21 copy of this examination at no charge.
22
23
24
25

Page 6

1
2 ALEKSANDR SOLOVYEV,
3 the witness herein, having first been duly
4 sworn
5 by a Notary Public of the State of New York,
6 was
7 examined and testified as follows:
8 EXAMINATION BY
9 MS. TARASSOVA:
10 Q. Please state your name for the
11 record.
12 A. Aleksandr Solovyev.
13 Q. Please state your address.
14 A. 2820 Ocean Parkway, Brooklyn, New
15 York 11223.
16 Q. Good morning, Mr. Solovyev. Can
17 you hear me well?
18 A. Good morning, yes.
19 Q. Have you ever been to a deposition
20 before?
21 A. Yes.
22 Q. How many times would you say?
23 A. Don't remember.
24 Q. Do you know approximately? I'm not
25 asking for a specific number. I'm looking for

Page 7

1 SOLOVYEV
2 a range between one and five, five and ten, ten
3 to 15; how many would you say?
4 A. Two.
5 Q. What were those cases?
6 A. I don't remember.
7 Q. Do you know how long ago they were?
8 A. Ten years ago.
9 Q. I am sure at that time they
10 explained the ground rules to you but I'm going
11 to remind you about the ground rules of the
12 deposition today again.
13 I am going to assume that you
14 understood my question unless you tell me that
15 you did not. And ask me to rephrase it or
16 restate it; do you understand?
17 A. Understand.
18 Q. So sometimes lawyer tend to want to
19 get their thoughts out and it don't come out as
20 well as we have them in our minds. Stop me and
21 say can you rephrase that, I don't understand
22 and I'll be happy to do that, okay.
23 A. Yes.
24 Q. Answer just like you would if the
25 judge was here. Everything is being recorded

Page 8

1 SOLOVYEV
2 and it will be used in a hearing at a later
3 time. So if you truly do not remember then go
4 ahead and state so, but remember if you
5 suddenly remember or recall facts at a hearing
6 or at a trial, it will be basically used
7 against you; do you understand that?
8 A. Yes.
9 Q. Also, and you're doing a very good
10 job but I want to remind you to give verbal
11 responses. Sometime we tend to nod shakes our
12 heads when we agree or disagree and I do want
13 you to say yes or no; do you understand that?
14 A. Yes.
15 Q. I see that you are on your phone
16 right now; what are you doing?
17 A. Giving constructions.
18 Q. I would ask that you pay complete
19 and full attention today to the deposition. It
20 is very important that you are completely
21 participating in this because like I said,
22 everything's being recorded and if you give a
23 wrong answer, if you're distracted, it will be
24 used against you; do you understand that?
25 A. Yes.



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1 SOLOVYEV
2 MR. CHANG: Louiza, if he gets a
3 business phone call and he needs to have
4 quick break, can we just let you know
5 and you'll stop questioning. Obviously
6 if there's a pending question, we'll
7 have him answer before he leaves. I
8 think the reason he's on his phone is
9 because he getting calls almost nonstop
10 throughout the day for work.
11 MS. TARASSOVA: Okay, Eric, that's
12 fine.
13 Q. As you know from doing previous
14 depositions, in your career, breaks are totally
15 fine but when you're talking about constant
16 phone calls, that's not going to work and so
17 that brings me to my next question: Mr.
18 Solovyev, is there anything that may be
19 distracting you today in preventing you from
20 being able to have participate fully in this
21 deposition?
22 A. No.
23 Q. So you're prepared to do this
24 deposition? You're going to be fully focused;
25 is that correct?

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1 SOLOVYEV
2 A. I am fully focused.
3 Q. Okay, perfect. And throughout the
4 deposition, you're attorney may be objecting to
5 certain questions. That's absolutely normal go
6 ahead and stop your answer. Let us put what we
7 need to put on the record and then proceed to
8 answer once you've been instructed to do so,
9 okay.
10 A. Okay.
11 Q. And finally, are you on any type of
12 medication today that would prevent you from
13 remembering certain facts?
14 A. Not yet.
15 Q. What do you mean not yet? Do you
16 think you might need to take some medication
17 later today that might prevent you from
18 remembering certain facts?
19 A. Let's see which say you're going
20 today. Maybe you're going to make it crazier
21 and I will need some Tylenol.
22 Q. Do you think Tylenol might prevent
23 you from remembering?
24 A. I don't know yet. Let's start
25 working.

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1 SOLOVYEV
2 Q. Okay, perfect.
3 You mentioned that -- well, let's
4 start from the beginning: What is your current
5 home address?
6 A. 2820 Ocean Parkway.
7 Q. Okay, what state is that in?
8 A. New York. Brooklyn, New York.
9 Q. And how long have you lived at that
10 address?
11 A. Three years.
12 Q. And where did you live prior to
13 that address?
14 A. I don't remember. It was the same
15 building. I moved to a new apartment. I don't
16 remember what building number it was. I don't
17 remember now. The same area.
18 Q. It was also at 2820 that building?
19 A. No, different numbers.
20 Q. Have you ever -- are you married?
21 A. Separated.
22 Q. But legally you are married right
23 now?
24 A. No, separated.
25 Q. Have you gotten a divorce?

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1 SOLOVYEV
2 A. No.
3 Q. And what is the name of your spouse
4 who you're separated from?
5 A. Allah Solovyev.
6 Q. What address does she live at?
7 A. 420 Jensen Street, Staten Island,
8 New York.
9 Q. Have you ever lived at that
10 address?
11 A. No.
12 Q. So you never lived at that address
13 with your wife?
14 A. No.
15 Q. What is your cellphone number?
16 MR. CHANG: Is this something he
17 can check?
18 MS. TARASSOVA: Absolutely. The
19 other rule that I forgot, this is not a
20 quiz. If you do need to refer to
21 something in your phone or if there's
22 some documents, go ahead and do that.
23 That's not a problem. I want you to
24 give accurate answers.
25 A. 646-725-1355.

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1 SOLOVYEV
2 Q. Have you ever had a cellphone
3 number that was 646-725-1335?
4 A. Yes, this is my number, yes.
5 Q. 1335?
6 A. Yes.
7 Q. Is that a different cellphone
8 number from the one you just gave me that ends
9 with 1355?
10 A. Did I?
11 Q. The phone number you just gave me
12 was 646-725-1355?
13 A. No, 1335.
14 Q. How long did you have the cellphone
15 number?
16 A. Way too long.
17 Q. Pretty long. How much --
18 approximately how many years would you say?
19 A. Five years.
20 Q. And did you use the cellphone
21 number throughout the time that the dispute is
22 about? This case -- it's from the transactions
23 happened between 2013 and 2014, did you use
24 that cellphone number at the time?
25 A. Yes.

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1 SOLOVYEV
2 Q. And did you have any other
3 cellphone numbers that you used at the time?
4 A. Yes.
5 Q. And what was the number for that?
6 A. 201-467-5205.
7 Q. Did you use the cellphone number
8 during the time that the transactions occurred?
9 A. Yes.
10 Q. And did you have any other
11 cellphone in the United States of Americas
12 besides those two that you gave me?
13 A. No.
14 Q. Did you have an office number that
15 you used?
16 A. Yes.
17 Q. And how many office numbers did you
18 have at the time?
19 A. No, no, no, sorry, no.
20 Q. No landline?
21 A. No landline.
22 Q. And did you have an e-mail address
23 that you used during the transactions?
24 A. Yes.
25 Q. How many e-mail addresses did you

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1 SOLOVYEV
2 have?
3 MR. CHANG: During the 2013 or 2014
4 period?
5 MS. TARASSOVA: Correct, yes.
6 A. It was two e-mails.
7 Q. What is the first e-mail address?
8 A. Worldexpress2010@gmail.com.
9 Q. And what was the next e-mail
10 address?
11 A. Alex -- no, no, sorry.
12 MTLworld@MTLworld.com.
13 Q. Those were the only e-mail
14 addresses that you used during the transaction
15 period?
16 A. Yes.
17 Q. And I just want to clarify, when I
18 say transaction period I'm talking about the
19 transactions between the complainants and the
20 respondents, you know what I'm talking about
21 right the issues that are in the lawsuit?
22 A. No.
23 Q. No what?
24 A. Means I never had any deals with
25 your plaintiff.

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1 SOLOVYEV
2 Q. I understand.
3 So let's clarify because going
4 forward at some point we identify the parties
5 and the characters in this story correctly, so
6 tell me who you thought or who you had dealings
7 with?
8 A. About what?
9 Q. With the transactions at issue,
10 with this issue?
11 A. The boat.
12 Q. The shipping the buys everything?
13 A. Andre Trejaykov, T-R-E-J-A-Y-K-O-V,
14 and the company Middle Asia in Dubai.
15 Q. Is it Middle East Asia Alpha?
16 A. Yes, Middle East Asia Alpha.
17 Q. Have you ever had dealings with Mr.
18 Aleksandr Safonov?
19 MR. CHANG: Are you asking about
20 before this case?
21 MS. TARASSOVA: No, during the
22 transactions. We're trying to identify
23 the people involved in these
24 transactions so that I'm, you know,
25 properly asking the questions and it's

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1 SOLOVYEV
2 not confusing.
3 Q. Mr. Solovyev, have you ever in
4 these transactions dealt with Mr. Safonov?
5 A. Couple of times.
6 Q. Have you ever had dealings with
7 Crocus FZE the Dubai company?
8 A. No, never.
9 Q. Your company's never received any
10 money from Crocus FZE?
11 A. Crocus was sending money as far as
12 I remember from a Miami account. He got
13 offshore in Miami. He was trying to find money
14 in Michigan.
15 Q. So you're saying that any
16 transportations that would have been between
17 your companies and Crocus it would have been
18 the Crocus that's registered in Florida?
19 A. Yes.
20 Q. And had your company's ever issued
21 any invoices to Crocus FZE the Dubai company?
22 A. I don't remember.
23 Q. Is it possible or no?
24 A. I don't remember.
25 Q. What is your highest level of

Page 18

1 SOLOVYEV
2 education?
3 A. College in Moscow Russia.
4 Q. What did you major in?
5 A. Professional musician.
6 Q. Did you attend any colleges or take
7 any college courses in the United States?
8 A. No.
9 Q. Do you hold any degrees?
10 A. No.
11 Q. And do you hold any degrees from
12 Russia?
13 A. Yes.
14 Q. What degree?
15 A. Bachelor degree.
16 Q. Do you hold any professional
17 licenses?
18 A. Where?
19 Q. In the United States.
20 A. No.
21 Q. Do you hold any professional
22 licenses anywhere else in the world?
23 A. No.
24 Q. Are you currently employed?
25 A. Yes.

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1 SOLOVYEV
2 Q. And who are you employed by?
3 A. World Express.
4 Q. And what do you mean World Express
5 in connection?
6 A. It's what I meant.
7 Q. Can you give me the physical
8 address for that business?
9 A. 63 New Hook Road, Bayonne, New
10 Jersey 07002.
11 Q. What state is it incorporated in?
12 A. New Jersey.
13 Q. What year was it incorporated in?
14 A. Around 2007.
15 Q. And does the company hold any
16 licenses?
17 A. No.
18 Q. It does not an FMC license? And I
19 see you looking at your attorney. Are you
20 unable to answer that question?
21 MR. CHANG: If you can answer the
22 question, if you don't know the answer
23 or you don't understand the question --
24 A. No, it's what -- I don't remember.
25 Q. You don't remember if your company

Page 20

1 SOLOVYEV
2 World Express in connection has a license from
3 the Federal Maritime Commission?
4 A. I don't remember. Maybe yes, maybe
5 not.
6 Q. 'Cause I found online that the
7 company actually applied for one in 2009 and
8 was issue an FMC license number?
9 A. If you have it, we can use it.
10 Q. What was that?
11 A. I don't remember because we don't
12 use it for -- since whatever you said, 2009.
13 Q. Can you -- so then can you explain
14 what the business does? What is it in the
15 business of doing World Express in connection?
16 A. Warehousing business.
17 Q. By that, what do you mean
18 specifically?
19 A. Warehousing means warehousing
20 whatever is connected. Cargo into the house
21 and getting out of your houses means their
22 housing business.
23 Q. So you hold goods for who? Do you
24 hold goods for like other businesses?
25 A. For other businesses.

Page 21

1 SOLOVYEV
2 Q. Why did you apply for an FMC
3 license? Were you going to do some shipping
4 internationally?
5 A. I don't remember why.
6 Q. Did you own the business?
7 A. I own the business.
8 Q. Does anyone else own the business
9 with you?
10 A. Maybe, yes.
11 Q. You say maybe. Why maybe?
12 A. Because I don't remember. It
13 was -- it stopped a long time ago. If I
14 know -- I would be prepared, right now I'm not
15 prepared, so, I'm answering maybe.
16 Q. And where would you go to find this
17 information?
18 A. In the World Express files.
19 Q. And where are those files held?
20 A. At the same address what I just
21 remained (sic) to you 63 New Hook Road in our
22 archive specific place where we keep up all the
23 documentation which is required by the
24 government during the last seven years. We
25 call it the archive for World Express.

Page 22

1 SOLOVYEV
2 Q. Does World Express have any
3 employees?
4 A. Yes.
5 Q. How many employees does that have?
6 A. Four.
7 Q. And who are those employees?
8 A. Workers, warehouse workers.
9 Q. Can you explain what they do? They
10 all do the same job?
11 A. All they do is the same job.
12 Q. And what is that job?
13 A. Work in the warehouse, unloading,
14 packing and loading cargo.
15 Q. Does anyone work in the office?
16 A. Accounting, accountant one,
17 accountant work in the office.
18 Q. Is that one in addition to the four
19 warehouse workers?
20 A. No, it's including four workers.
21 Q. So you have three warehouse
22 employees and one office employee that's an
23 accountant?
24 A. Yes.
25 Q. And who handles all the paperwork

Page 23

1 SOLOVYEV
2 on behalf of the company; is it your accountant
3 or is it you?
4 A. Me.
5 Q. So are you the one that signs
6 documents on behalf of the company?
7 A. Yes.
8 Q. And are you the one that stores
9 documents in the archives for World Express?
10 A. Yes.
11 Q. Are you employed by any other
12 employer?
13 A. No.
14 Q. What about your company called
15 World Finance Group, LLC?
16 A. It's a self-employee. I'm working
17 as a self-employee.
18 Q. Do you own that company?
19 A. I own this company.
20 Q. What is the address for that
21 company for Royal Finance Group?
22 A. I don't remember. It's a Fort
23 Lauderdale, Miami it's 1040 Seminole Drive.
24 Q. Is that an office building?
25 A. It's a private residence.

Page 24

1 SOLOVYEV
2 Q. Whose residence is it?
3 A. I don't remember.
4 Q. Is it your residence?
5 A. It's not my residence. Can I
6 interrupt, please?
7 Q. Sure.
8 (Whereupon, an off-the-record
9 discussion was held.)
10 A. Sorry.
11 MS. TARASSOVA: We are we back on
12 the record.
13 Q. Mr. Solovyev, we were talking about
14 the business address for Royal Finance Group.
15 You were telling me it was a private residence
16 but you don't remember who it belongs to. The
17 last question I asked you was is it your
18 residence?
19 A. No.
20 Q. Is it a family member's residence?
21 A. Yes.
22 Q. Why don't you remember who it
23 belongs to?
24 A. It's not important.
25 Q. Are you just refusing to answer

Page 25

1 SOLOVYEV
2 that question?
3 A. No, it has nothing to do with this
4 your plaintiff about whatever his request is.
5 Q. I don't understand that. I get to
6 ask a wide range of questions. That is
7 something that my client's have a right to do.
8 If your attorney states the question is
9 inappropriate, he may object. At this point
10 your attorney has not objected. I would
11 instruct you to go ahead and answer that
12 question.
13 A. I ask for you clearly what I know.
14 The rest, I don't remember.
15 Q. You have no idea who this private
16 residence belongs to other than it's a family
17 member?
18 A. Yes.
19 Q. Does the business Royal Finance
20 Group have any employees?
21 A. No.
22 Q. Are you an employee of the
23 business?
24 A. Yes.
25 Q. So it has one employee which is

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1 SOLOVYEV
2 you; is that correct?
3 A. Yes.
4 Q. What does Royal Finance Group do?
5 A. Consulting business.
6 Q. What does -- what areas does it
7 consult in?
8 A. International transactions.
9 Q. Can you describe that what you do
10 you go to a different business clients you talk
11 to them about international transactions?
12 A. Yes, one second.
13 MS. TARASSOVA: Okay.
14 (Whereupon, an off-the-record
15 discussion was held.)
16 MS. TARASSOVA: Let the record
17 reflect this is the deponent's second
18 interruption with a phone call. I just
19 want to put that on the record. It's
20 been in the last ten minutes.
21 MR. CHANG: That's fine.
22 Q. You were telling me about the
23 nature of the business. Can you explain what
24 types of clients the business has, the Royal
25 Finance Group?

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1 SOLOVYEV
2 A. International business which
3 required help with buying and selling some
4 merchandise, rules and regulations in the
5 U.S.A. for wholesalers or retailers, support
6 and knowledge of working procedures. It was
7 banks, it was a legal entities with lawyers,
8 and some other stuff.
9 Q. And when did those businesses
10 begin?
11 A. This business began three years
12 ago.
13 Q. And how are you qualified to give
14 such consulting information to clients? Do you
15 have some kind of a specialize knowledge or
16 some kind of experience that would allow you to
17 be able to consult clients on the things you
18 described?
19 A. Yes.
20 Q. Can you explain what that expertise
21 or knowledge is?
22 A. In my experience of 25 years doing
23 international business is worldwide activities.
24 Q. And which companies was that
25 through? I assume they're through your own

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1 SOLOVYEV
2 companies. You tell me what does your 25 years
3 of experience, what does that entail?
4 A. It entails nothing. It just
5 entails that I was logging in international
6 procedure and learning how to do it for many
7 years. It's my own knowledge.
8 Q. Were you employed by some companies
9 in the last 25 years or did you own your own
10 companies?
11 A. No, from the books and internet.
12 Q. You learned from books and internet
13 you said you know you have expertise or
14 knowledge from the last 25 years of doing
15 international business?
16 A. Absolutely right. Doing
17 international business.
18 Q. So how were you doing it? Were you
19 working, were you employed for a company or did
20 you have your own company?
21 A. I had my own companies overseas.
22 Q. Did you -- let's talk about another
23 business that you own currently. Car express
24 and import; do you own that business?
25 A. Yes, I own that business.

Page 29

1 SOLOVYEV
2 Q. And what is the address for that
3 business?
4 A. 333 Avenue X, second floor,
5 Brooklyn, New York 11223.
6 Q. Is that an office building?
7 A. It's an office building.
8 Q. What is the phone number for this
9 business?
10 A. 646-725-1335.
11 Q. Is that your cellphone number?
12 A. It's a company number, yeah,
13 company, business number, yeah.
14 Q. Does the business have a fax
15 number?
16 A. No.
17 Q. It does not?
18 A. Does not.
19 Q. Does the business have a website?
20 A. Yes.
21 Q. Is there a fax number listed on
22 that website?
23 A. I don't remember the fax number. I
24 don't remember. I never use a fax.
25 Q. So if there was a fax number listed

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1 SOLOVYEV
2 on the website, you're saying that you would
3 know about it?
4 A. I would know about it.
5 Q. So how do you reconcile the fact
6 that on the website which -- tell me what the
7 website is so that we have that on the record.
8 What is the domain for this business?
9 A. Carexpress@gmail.com.
10 Q. What is the domain address for the
11 website?
12 A. Carexpress.org.
13 Q. What about car express.U.S.?
14 A. It's the same.
15 Q. Are you looking, are you checking
16 that on the phone right now?
17 A. No.
18 Q. Are you texting on the phone right
19 now?
20 A. No.
21 MS. TARASSOVA: Eric?
22 MR. CHANG: Yes.
23 MS. TARASSOVA: I'm going to have
24 to raise an issue here and I want to put
25 that on the record. Mr. Solovyev is

Page 31

1 SOLOVYEV
2 very distracted today. He has
3 interrupted the deposition twice to pick
4 up his phone. He's looking at his phone
5 right now, he cannot describe to me what
6 he's doing that is relevant to this
7 deposition. So I'm a little bit
8 concerned about how this is going. Do
9 we need to reschedule this deposition in
10 order for us to have him focused and
11 attentive?
12 MR. CHANG: Do you want this on the
13 record?
14 MS. TARASSOVA: Yeah, I do. I want
15 it on the record as far as what your
16 response is to this?
17 MR. CHANG: Can you continue
18 without your cellphone for the rest of
19 the deposition?
20 THE WITNESS: No, I have to. I
21 have nothing to do. There is no
22 interruptions.
23 MR. CHANG: Can you put it away for
24 the next hour. Can I take the phone for
25 the next hour? Otherwise, we have to

Page 32

1 SOLOVYEV
2 reschedule, all right. I'm taking away
3 his with cellphone for now. If we have
4 to reschedule then we'll reschedule
5 let's try to get through this today.
6 MS. TARASSOVA: I agree. Thank you
7 so much.
8 Q. Mr. Solovyev, we're talking about
9 the Car Express website. I see here that it
10 has a website called carexpress.U.S.?
11 A. As well, yes.
12 Q. Is that in addition to
13 carexpress.org that you say?
14 A. Yes, it's in addition.
15 Q. Does Car Express -- where is Car
16 Express an import registered? Which state?
17 A. New York.
18 Q. Does it have any employees?
19 A. No.
20 Q. Are you employed with the company?
21 A. Yes.
22 Q. So it has one employee which is
23 you?
24 A. Yes.
25 Q. Do you own any other companies?

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1 SOLOVYEV
2 A. No.
3 Q. What about Leader Transportation,
4 Inc.?
5 A. What about Leader?
6 Q. Do you own that company?
7 A. Yes, I am.
8 Q. Did you forget that you owned it
9 when I just asked you if you own any other
10 companies?
11 A. I didn't forget about it.
12 Q. So you do own the company?
13 A. I do.
14 Q. What's the business address of that
15 company?
16 A. 63 New Hook Road, New Jersey.
17 Q. What is the phone number for the
18 company?
19 A. 201-858-3785.
20 Q. Where is that company registered?
21 A. New Jersey.
22 Q. Does anyone else own the company
23 besides you?
24 A. No.
25 Q. Does it have employees?

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1 SOLOVYEV
2 A. Yes.
3 Q. How many employees?
4 A. Just one.
5 Q. Is that you?
6 A. Two employees; me and another
7 employee, yeah.
8 Q. And who's the other employee?
9 A. Rami Homeine, R-A-M-I.
10 H-O-M-E-I-N-E.
11 Q. And what does Rami do with the
12 company?
13 A. He's dispatcher of the company.
14 Q. What kind of business is it?
15 A. It's a tracking business.
16 Q. Does the company own its own
17 trucks?
18 A. Several of them, yes.
19 Q. And what does it deliver goods? Is
20 that what it does?
21 A. Yes.
22 Q. And do you use Leader
23 Transportation to deliver like vehicles or
24 vessels for your clients?
25 A. No.

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1 SOLOVYEV
2 Q. What kinds of deliveries does
3 Leader Transportation do?
4 A. Cargo from the warehouse.
5 Q. From which warehouse?
6 A. World Express Warehouse.
7 Q. Are you currently employed by
8 Marine Transport Logistics?
9 A. No.
10 Q. Have you ever been employed?
11 A. No.
12 Q. Do you own it?
13 A. No.
14 Q. Have you ever owned it?
15 A. No.
16 Q. Have you ever owned a company
17 called Mosaic Transportation Lines?
18 A. Yes.
19 Q. And what kind of a company was it?
20 A. It was an NVOCC Company.
21 Q. And what years was it active in?
22 When was it working?
23 A. '93, '97.
24 Q. And how did it close down?
25 A. Just closed down.

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1 SOLOVYEV
2 Q. What was the reason for closing it
3 down?
4 A. I don't remember.
5 Q. Were you the only owner of the
6 business?
7 A. Yes.
8 Q. How many employees did it have?
9 A. I don't remember.
10 Q. Did your wife Allah Solovyev ever
11 participate in that business?
12 A. No.
13 Q. Did you own a business called MTL
14 Worldwide Agency, Inc.?
15 A. I can get your question.
16 Q. Did you own a company called MTL
17 Worldwide Agency, Inc.?
18 A. No.
19 Q. Mr. Solovyev, have you ever filed
20 for bankruptcy?
21 A. Yes.
22 Q. What year was that?
23 A. It was ten years ago.
24 Q. Was it in 2008?
25 A. Around that time.

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1 SOLOVYEV
2 Q. Do you remember submitting
3 information to your attorney in the bankruptcy
4 case about your employment?
5 A. I don't remember.
6 Q. Because if your bankruptcy petition
7 in the schedules attached to it, you report
8 that you were employed by MTL Worldwide Agency?
9 A. So what does it mean?
10 Q. Well, I'm asking you to clarify
11 that. I want to get that information clear.
12 So that if we have to go to trial or a hearing
13 I understand that I'm not mistaken in that
14 information?
15 A. I don't remember.
16 Q. Is it a possibility that you may
17 have owned MTL Worldwide Agency, Inc and worked
18 for it?
19 A. It's a possibility.
20 Q. Do you remember signing a
21 certification in your bankruptcy process that
22 states that your petition is true and accurate?
23 A. Absolutely.
24 Q. Have you ever held yourself out as
25 an agent or a representative for Marine

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1 SOLOVYEV
2 Transport Logistics?
3 A. Yes.
4 Q. In what circumstance did you do
5 that?
6 A. To ship my cars through the money
7 Transport Logistics cars or boats or any
8 commodities which required to be shipped
9 worldwide.
10 Q. And can you explain your
11 understanding of being an agent for MTL?
12 A. Car Express is a wholesale company
13 which was buying cars, boats or any machinery
14 at the USA auto auctions. These requirements
15 to ship it overseas. And the Car Express was
16 using money transport for such purpose.
17 Q. I guess I'm confused. Maybe you
18 can clarify.
19 So you would get a client that --
20 and tell me if I'm wrong but tell me what you
21 understand -- you would get a client through
22 Car Express, they would order something either
23 to buy a used car or used boat or some kind of
24 machinery? Your business would go to the auto
25 auction and purchase those items and then you

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1 SOLOVYEV
2 would use MTL to ship the items to the clients;
3 is that correct?
4 A. It's correct.
5 Q. So how were you an agent for MTL?
6 I don't understand. My understanding is you
7 were just to use MTL for your services or to
8 subcontract the shipping. Did you -- I mean,
9 did your client have an understanding that you
10 were working with MTL or MTL was working for
11 them?
12 A. I didn't get your question. Why is
13 it two different companies? It has to be doing
14 something together when one is a company. It's
15 buying the stuff and another is a shipping --
16 it's two different entities.
17 Q. I understand that. My question is:
18 Why were you an agent for MTL? How does that
19 play in?
20 A. Because I was trying to promote a
21 company, MTL on a friendly basis because this
22 is a very good company for the shipping and if
23 somebody out of business -- but MTL is still in
24 business, so, it's showing the faces -- the
25 company's still doing something right.

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1 SOLOVYEV
2 Q. And so in your e-mails, would you
3 write Aleksandr Solovyev agent for Transport
4 Logistics?
5 A. Yes.
6 Q. Do you know Aleksandr? We talked
7 about Aleksandr Safanov earlier? Do you know
8 him?
9 A. No, I don't know him.
10 Q. And what do you mean you don't know
11 him? Have you ever communicated with him?
12 A. What do you mean? Do I know him?
13 Q. Yes, that's what we have to clarify
14 is I guess -- let's start from the beginning:
15 Have you ever heard about him?
16 A. I heard about him.
17 Q. How did you first hear about him?
18 A. I heard about this person as Andre
19 Trejaykov from Middle East Asia and he present
20 me this person.
21 Q. And how do you know Andre
22 Trejaykov?
23 A. I know from Dubai.
24 Q. How do you know him from Dubai?
25 Did you meet in person one day? Do you have

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1 SOLOVYEV
2 common colleagues or friends?
3 A. I meet him in Dubai one day before.
4 Q. And did you have some kind of a
5 business relationship with Mr. Trejaykov?
6 A. Yes we have business before he
7 present me Safonov. It wasn't the business.
8 It was the same corporation. Trejaykov was
9 buying cars from my Car Express and shipping
10 through MTL in 2013. He brought Safonov into
11 this business.
12 Q. So the first time you heard about
13 Mr. Safonov was in 2013?
14 A. Approximately.
15 Q. What was your understanding about
16 the relationship between Mr. Trejaykov and Mr.
17 Safonov?
18 A. I have no idea. He just brought
19 him. That's all they started to buy boat
20 through Car Express.
21 Q. So when Mr. Trejaykov introduced
22 Mr. Safonov to you, you understood that they
23 were working together?
24 A. Yes.
25 Q. Have you ever met Mr. Safonov in

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1 SOLOVYEV
2 person?
3 A. Once Russia tone, two weeks ago,
4 they brought him for that.
5 MR. CHANG: Louiza, I think the
6 record's getting a little confusing
7 because you're asking him -- I think
8 he's thinking of as of this day have.
9 Q. No, I completely understand what
10 he's saying.
11 A. But we also have to understand what
12 you're asking's a little bit frustrating for
13 everybody here. Be specific, please.
14 MR. CHANG: Let her finish. I know
15 some of the answers in the record were
16 confused. If you're asking questions
17 predating this days, can I ask you to be
18 specific?
19 MS. TARASSOVA: I mean I think I
20 was specific enough. I asked if he ever
21 met him in person. He said, yes, once,
22 two weeks ago. That's pretty clear.
23 MR. CHANG: If that answers your
24 questions.
25 MS. TARASSOVA: Absolutely. I

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1 SOLOVYEV
2 don't see a problem with it whatsoever.
3 Q. Mr. Solovyev, so the first time you
4 ever met Mr. Safonov in person was when --
5 after this lawsuit had been filed and he went
6 to mediation, correct?
7 A. Yes.
8 Q. Prior to this lawsuit, you never
9 met Mr. Safonov in person; is that correct?
10 A. Never.
11 Q. Had you ever communicated with Mr.
12 Safonov prior to the lawsuit?
13 A. Yes.
14 Q. And how did you communicate with
15 him?
16 A. It was some communication in the
17 end of 2013 by Skype and some communication in
18 2014 by e-mails.
19 Q. When we're talking about Skype, did
20 you have a Skype username?
21 A. If I communicate through the Skype,
22 so, I have it.
23 Q. And sometimes the question's seem
24 very like basic but I have to set the record
25 that there was a username and then I will ask

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1 SOLOVYEV
2 you to get specific and tell me what the
3 username is. So I just want to let you know
4 to -- so you did have a username. What was the
5 username for Skype that you used to communicate
6 with Mr. Safonov?
7 A. Aleksandr.Solovyev.
8 Q. What was the e-mail address that
9 you used to communicate with him?
10 A. It was MTLworld@MTLworld.com.
11 Q. Did you purchase the Shopwell in
12 the Monterey for either Mr. Trejaykov or Mr.
13 Safonov or both of them at some point, the two
14 boats that are --
15 A. The boat purchase through any
16 company, Car Express from co-part which
17 litigated in Long Island City.
18 Q. And how were you first contacted
19 about buying these two boats?
20 A. I didn't contact them. They
21 contacted me. They were asking me to help them
22 to buy it.
23 Q. And who specifically reached out to
24 you?
25 A. Andre Trejaykov.

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1 SOLOVYEV
2 Q. And do you remember the date?
3 A. No.
4 Q. What year was that?
5 A. Everything is in the files. I
6 don't remember the date but that was 2013.
7 Q. It was in 2014?
8 A. '13.
9 Q. Who paid for the boats?
10 A. Their side paid for the boat,
11 Middle East Asia.
12 Q. So middle East Asia paid for it?
13 A. Yes.
14 Q. Who did they pay to?
15 A. They paid to Car Express. The
16 hold, they paid to Royal Finance Group.
17 Q. Why did they have to pay to Royal
18 Finance Group?
19 A. Because restrictions of the co-part
20 auto auction regarding the payment obligation
21 was given on a three free-day basis. After
22 that, it's a huge amount of penalty which
23 applies their day which we call in professional
24 way, detention demurrage, D-E-M-U-R-R-A-G-E,
25 and the storage charges and the Royal Finance

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1 SOLOVYEV
2 was helping them to pay in a timely basis for
3 their orders of whatever they bought and pay in
4 time. And after that, was waiting for the
5 payment from overseas, from Middle Asia and
6 usually it was working in time and they've been
7 paying during seven or 10 days.
8 Q. Why did Royal Finance Group do that
9 for them? Does it collect some kind of a fee
10 or interest?
11 A. Yes.
12 Q. What's the fee for the service?
13 A. From \$200 to \$400 per boat. We
14 call it commission.
15 Q. And when they -- when they first
16 reached out to you in this particular
17 transaction, were they going through your
18 company Royal Finance Group to arrange the
19 purchase and shipping or were they going to
20 your company Car Express or World Express who
21 were they contacting to arrange the purchase in
22 the shipment?
23 A. To arrange the purchase of the
24 equipment. We call it equipment. Let's say it
25 the right way. They contacted to Car Express.

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1 SOLOVYEV
2 Q. So you're saying they went directly
3 to Car Express to get the boats and then they
4 went separately? Did they go separately to
5 World Finance Group to finance the purchase?
6 A. They didn't go to Royal Finance.
7 They were receiving invoices from Royal Finance
8 because they couldn't manage their business in
9 a timely basis and I have to find out the way
10 how you excite -- would support them of doing
11 such transactions in the business of buying and
12 shipping to Dubai. So I was helping my friend
13 Andre to establish this business out of U.S.A.
14 using Car Express and Royal Finance.
15 Q. So you were doing it just, you
16 know, as a friendly favor, make sure that they
17 he had the money to pay for the boats at the
18 car auction and basically you were kind of
19 helping him arrange everything through your
20 companies?
21 A. Correct.
22 Q. And then after Royal Finance Group
23 collected the money, did it pay directly to
24 Co-part or did it have to pay Car Express?
25 A. They paid directly to co-part.

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1 SOLOVYEV
2 Q. Who arranged the shipment of the
3 boats to Dubai?
4 A. According to arrangement of the
5 shipping to Dubai customer itself sitting in
6 the Dubai made an arrangement through Car
7 Express and the Car Express is the agent of
8 Money Transport Logistic suggests to the
9 customer in Dubai to go through Money Transport
10 and ship it through Marine Transport.
11 Q. And when you're talking about them
12 going to Car Express which is an agent for MTL,
13 do you mean that they e-mailed you at your
14 address at MTLworld.com; is that how it
15 happened?
16 A. You're talking about what
17 instruction? For the buying, shipping,
18 financing? Which instructions, which
19 investment you're talking right now? (Sic)
20 Q. Arranging the shipment.
21 A. Yes, they were asking mostly
22 verbally to ship it to help them to ship to
23 Dubai and after that, once they're already to
24 ship, they've been in touch with Marine
25 Transport Logistics. They were talking to

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1 SOLOVYEV
2 purchase when the bookings on the timing, on
3 the loading, documentation, mailing back and
4 forth.
5 Q. The reason I ask this question is
6 because all the e-mails from you are from
7 the – that I've seen so far are from
8 MTLworld@MTLworld.com, right where your
9 signature blog says Aleksandr as agent for MTL.
10 What I'm asking you is that how you
11 communicated; through e-mail? Is that the only
12 e-mail you use, whether it was to do your
13 business with Royal Finance Group or do you do
14 your business with Car Express or did you have
15 separate e-mail addresses for Car Express Royal
16 Finance Group?
17 A. Usually I'm doing for every
18 customer a different way of doing business.
19 (Sic) In this case, in your particular case
20 because Safonov didn't speak English and any
21 other language besides Russian and I started
22 this business early – years ago with Andrea.
23 My e-mail MTL@MTLworld.com. I didn't want him
24 to bring in other sources of communication. Do
25 not make his business corporation complicated.

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1 SOLOVYEV
2 So I was trying to setup his transactions
3 through one e-mail which is
4 MTLworld@MTLworld.com.
5 Q. Did you think it was going to be
6 confusing for him to get an e-mail from you
7 from another e-mail address?
8 A. Yes.
9 Q. Does Car Express have its own
10 e-mail address?
11 A. Yes.
12 Q. What is the e-mail address for Car
13 Express?
14 A. I don't remember right now but we
15 have the e-mail – yes, it's on the website.
16 Q. And on the website I see it says
17 info@Carexpress.U.S.?
18 A. Absolutely right.
19 Q. Do you know if the boats ever
20 arrived in Dubai?
21 A. Which boats?
22 Q. The two boats that we were talking
23 about earlier. The Shopwell and the Monterey
24 that you purchased at the auction and set up --
25 set them up with MTL to be shipped?

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1 SOLOVYEV
2 A. Yes, they arrived to Dubai.
3 Q. And how do you know that? How did
4 you get that information?
5 A. We got a bill of lading from Marine
6 Logistics.
7 Q. Why did you receive a bill of
8 lading?
9 A. I didn't receive it. Andre sent it
10 to us.
11 Q. So you received the bill of lading
12 from Andre?
13 A. Yes.
14 Q. That MTL had prepared, correct?
15 A. Yes.
16 Q. Who quoted -- who quoted Andre or
17 Mr. Safonov for the shipping, how much it would
18 cost?
19 A. MTL.
20 Q. Did you participate in quoting them
21 for the shipping at all for these two boats?
22 A. Yes, I helped them to buy trailers,
23 and measure boats with the trailers and to
24 participate in reasonable local shipping of all
25 his boats to Dubai.

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1 SOLOVYEV
2 Q. So had you ever had to contact MTL
3 yourself on their behalf and find out how much
4 it would cost to ship?
5 A. Yes, of course because we have to
6 put together loading and the shipping.
7 Q. Were you getting paid for these
8 services, for arranging everything?
9 A. Who? Me personally?
10 Q. You, yes.
11 A. Personally, not.
12 Q. Any of your companies, were they
13 getting paid for all of this for arranging
14 everything?
15 A. Yes.
16 Q. Which company?
17 A. Royal Finance Group commission for
18 financing, Car Express for commission for the
19 buying boat; some commission was put on top for
20 buying trailers for the customers. And no
21 commission on the shipping with Marine
22 Transport.
23 Q. But did you get any commission or
24 any of your companies for arranging
25 orchestrating. I understand that Royal Finance

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1 SOLOVYEV
2 Group received a commission for its service
3 which is basically floating the purchase and
4 Car Express got a commission for buying but did
5 you or your companies get any commission or
6 payment for going to MTL and measuring these
7 boats and finding out the quotes?
8 A. No, we don't have that in our
9 invoices.
10 Q. Were you just doing that out of the
11 goodness of your heart?
12 A. Yes, I have a big heart, yes.
13 Q. Was MTL paid for its services?
14 A. I didn't get your question. MTL
15 paid nothing for anything. MTL was supposed to
16 be paid for the shipping.
17 Q. Yes, that was my question. Was MTL
18 paid for its services?
19 A. No. MTL didn't pay for anything.
20 MS. TARASSOVA: Ma'am, court
21 reporter, can you repeat my question to
22 the deponent, please.
23 (Whereupon, the referred question
24 was read back by the Reporter.)
25 A. For the shipping, MTL for the

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1 SOLOVYEV
2 shipping to the steamship line, steamship line
3 and the quoted on top, the commission.
4 Q. So MTL was paid a commission for
5 shipping, correct?
6 MR. CHANG: I'm sorry, can you read
7 back his answer. That wasn't his
8 answer.
9 (Whereupon, the referred answer was
10 read back by the Reporter.)
11 Q. Can you clarify that? I think your
12 attorney was confused. I understood your
13 answer as saying that MTL charges a commission
14 for setting up the shipping with vessel?
15 A. Yes, absolutely right, yes.
16 Q. How much was that commission? Do
17 you know?
18 A. No.
19 Q. Did Royal Finance Group receive
20 payment on behalf of MTL?
21 A. Yes.
22 Q. Why did it do that?
23 A. Because it was easy to receive one
24 lump sum from Dubai and Andre was asking to pay
25 once to the company for the all services out of

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1 SOLOVYEV
2 USA and Royal Finances -- Royal Finance Group
3 was receiving money for all services, five, six
4 services and paying on behalf of the customer
5 for all the services up to shipping to the pay
6 Dubai.
7 Q. So Royal Finance Group would
8 receive money on behalf of MTL and then pay MTL
9 its portion for its services?
10 A. Yes.
11 Q. And how does that work? Does Royal
12 Finance Group invoice your clients?
13 A. Yes.
14 Q. Is it invoice based on a quote or a
15 prior agreement?
16 A. On a quote from Marine Transport
17 Logistics.
18 Q. And at some point were these two
19 boats, the month, day and the Shopwell, were
20 they shipped back to New Jersey from Dubai?
21 A. Yes.
22 Q. Why were they shipped back; do you
23 know?
24 A. No.
25 Q. Were you helping with that

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1 SOLOVYEV
2 transaction? Were you helping set up the
3 shipment from Dubai back to New Jersey?
4 A. No.
5 Q. Because I believe I saw some
6 e-mails that Mr. Safonov produced in discovery
7 that showed that you -- I think you forwarded
8 him some communications where you were
9 arranging the shipment and asking for quotes
10 from various companies to ship the two boats
11 from Dubai to New Jersey; do you remember that?
12 A. Yes, they were asking a lot of
13 questions. I was trying to help them to do
14 their business but it's not easier of any
15 company, either companies that you just
16 mentioned been involved in the shipping out of
17 Dubai. They were doing it on their own.
18 Q. And where did those boats end up
19 after they arrived in New Jersey; do you know?
20 A. They end up in the port of New
21 York.
22 Q. And do you know where they went
23 from the port?
24 A. From the port they went to 63 New
25 Hook Road in Bayonne, New Jersey to a warehouse

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1 SOLOVYEV
2 of World Express.
3 Q. How did they end up being stored at
4 World Express?
5 A. They end up as a receiver, final
6 receiver on a bill of lading where it stated
7 that Marine Transport is a notified party for
8 these two boats in U.S.A.
9 Q. Did you help them with that? How
10 did MTL become involved in this?
11 A. MTL was a receiver as an agent for
12 the line. They would receive something from a
13 notified party on a bill of lading and they
14 hire the tracker and unloading department to
15 take this boat out of the container and store
16 it on the World Express yacht.
17 Q. So what I'm trying to understand is
18 your involvement. Prior you had said that you
19 had been helping them deal with MTL, right?
20 Did you have anything to do with the boats back
21 to New Jersey?
22 A. No.
23 Q. Did you help them arrange that?
24 A. No, to New York. No, they did it
25 under their own bill of lading and their own

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1 SOLOVYEV
2 loading and their own decision to ship it back.
3 Q. Do you know why MTL was listed as
4 the final receiver?
5 A. Because like Andre says to me, he
6 don't -- he didn't know anybody in the U.S.A.
7 and he wants to use his boat in U.S.A.
8 Q. And were these boats you said that
9 they were put on a truck and moved to World
10 Express, did they use your company leader?
11 A. I don't know. It looks like not.
12 There was no leader at the time.
13 MR. CHANG: Can you pick a spot for
14 a five-minute break?
15 MS. TARASSOVA: Yes, let's do it
16 now.
17 (Whereupon, a five-minute break was
18 taken.)
19 Q. Mr. Solovyev, we left off on me
20 asking you how the two boats, the Shopwell and
21 the Monterey ended up in storage with World
22 Express in connection; how did that happen?
23 A. Customer from Dubai Andre asked me
24 to install them, ship them and install them in
25 New York.

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1 SOLOVYEV
2 Q. And did you have an agreement about
3 how much that would cost?
4 A. Yes.
5 Q. And was it a written agreement or a
6 verbal agreement?
7 A. It was a Skype communication with
8 numbers which is supposed to indicate the
9 number of the Monterey number for the services.
10 Q. And how much were those services
11 supposed to cost?
12 A. What services?
13 Q. For storage, you said that you guys
14 via Skype that was there was a monetary amount
15 for a monetary number that you discussed for
16 the storage of the two bets with Mr.
17 Trejaykov?
18 A. You're wrong. In order to receive
19 such cargo out of foreign country, you do not
20 have to pay storage accumulating after all
21 other services and charges which occurred
22 before which is included. Custom clearance,
23 port charges, THC, destination, local
24 demurrage, track, unloading and covering and
25 letting of the boats and after that, in about

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1 SOLOVYEV
2 two weeks according to the filing storages
3 accommodated so before storages we have plenty
4 of charges which connected with import
5 shipments of the boat.
6 Q. When you described those charges,
7 can you explain who was responsible for
8 satisfying those charges on the United States
9 side?
10 A. Whoever was a shipper of the
11 anchor, Middle East Asia. They're supposed to
12 be paying all these charges.
13 Q. Did someone pay those charges?
14 A. No.
15 Q. So no one ever paid for customs
16 fees, anything like that?
17 A. Nobody.
18 Q. Do those goods not get held up in
19 customs, if customs had not paid for it?
20 A. No.
21 Q. Can you explain the process to me?
22 How does it work? So say Middle East Asia,
23 sends over the two boats, they don't pay
24 anything to anyone, who takes the hit I mean,
25 do they just have outstanding balances?

<p style="text-align: right;">Page 61</p> <p>1 SOLOVYEV 2 A. They're supposed to send all 3 balances to the company Marine Transport who 4 was paying for all these charges. 5 Q. So Marine Transport Logistics paid 6 for the charges for Middle East? 7 A. Yes. 8 Q. How does that work? Why would you 9 not collect the fees up front? Why would you 10 invoice afterwards? 11 A. It was invoiced up front. 12 Q. Did they pay? 13 A. It's the same story as procedure of 14 buying equipment from the auctions in order to 15 pay lump sum amount for all services, service 16 has to be provided. As soon as Marine 17 Transport recognizes all the charges for the 18 car and services, invoice was issued and 19 deliver to the customer in full because to 20 predict \$1.00 plus and minus, it's impossible 21 that customs can hold it for any reason. If 22 something come up legal -- but in this case 23 everything was legal -- and all the procedure 24 went smoothly and the boats resolved as a yacht 25 of World Express resolved any additional</p>	<p style="text-align: right;">Page 63</p> <p>1 SOLOVYEV 2 cargo falls down to the final destination 3 storages will be accommodated according to the 4 filing and any unit or any object which would 5 be stored at the facility of World Express 6 would be penalized with the storage charges. 7 Q. And that policy, is it written 8 somewhere? 9 A. Yes, it's written somewhere. 10 Q. And where is that policy written? 11 A. On the performer of World Express. 12 Q. And would you give that to the 13 compliance? Is it on a website somewhere? Is 14 it an e-mail? 15 A. Yes, it's on the website. Every 16 customer can see it through the website. 17 Q. What is the website? 18 A. MTLworld.com. 19 Q. I'm confused and I hear your 20 attorney is confused as well. 21 So I'm talking about storage with 22 World Express? 23 A. Sorry. It's my mistaken. On the 24 inspection report, yes, you're right. On the 25 inspection report of World Express, there is a</p>
<p style="text-align: right;">Page 62</p> <p>1 SOLOVYEV 2 charges. 3 Q. So was Royal Finance Group involved 4 in this transaction of the boats being shipped 5 back to New Jersey to MTL? 6 A. No. 7 Q. Did Royal Finance Group pay the 8 money upfront to cover customs and shipping 9 charges, Etc.? 10 A. I don't remember. As far as I 11 remember, Marine Transport was paying for all 12 the charges. 13 Q. And to go back to my question 14 before we got into that, I was asking you 15 about -- was there an agreement or an 16 arrangement about the storage fees and you 17 said, well, storage fees are incurred after all 18 of this is paid. Can you please clarify that 19 for me? 20 A. Yes, according to -- we have 21 30 days of fee for the customer who will 22 conduct next step for the business transaction 23 between one of our companies and in resolved 24 reason customer using storage facility as to 25 store and do not ship, do not transact his</p>	<p style="text-align: right;">Page 64</p> <p>1 SOLOVYEV 2 stipulation on the backside. Absolutely on the 3 bill of lading stipulation of the storage 4 charges, yes, Marine Transport has nothing to 5 do with it on the World Express policy. Its 6 inspection report is stipulated as a bill of 7 lading at the backside of this paper, it 8 stipulated the storage charges procedure. 9 Absolutely right, you're right. 10 Q. Do you have a record of giving that 11 of that document from World Express where the 12 policy is written on the back of the bill of 13 lading? Do you have a copy of that that we can 14 see? 15 A. Yeah, you can see it. 16 Q. But you have it? 17 A. I can have a copy in my office in 18 the office of World Express. You can see it 19 was mentioned to Andre Trejaykov about this 20 policy he decided to ship it back or when I 21 decided to ship it to Dubai, it was stated to 22 him verbally. He doesn't speak English. So it 23 was verbally and stipulated to him that he 24 would be responsible for the storage. 25 Q. And on that written document, does</p>

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1 SOLOVYEV
2 he have to sign the bill of lading at any
3 point? You're saying it's on the back of the
4 bill of lading, that policy?
5 A. Yes, it's on the back, yes.
6 Q. Did Mr. Andre Trejaykov or Mr.
7 Safonov or anyone else, did they ever have to
8 sign that document?
9 A. Don't have to.
10 Q. So did they come in contact with
11 that document in the regular course of
12 business?
13 A. No.
14 Q. So how would they be on notice that
15 that policy's on the back of the bill of
16 lading?
17 A. There was no notice. They would
18 ask me if there was any storage. I show them
19 the paperwork. It's my translation. It's my
20 full translation from English to Russian that
21 they would be in charge for the storage such
22 and such numbers to the -- according to the
23 size of their boat.
24 Q. So basically you're saying that it
25 was on a piece of paper that they didn't sign

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1 SOLOVYEV
2 and you verbally explained it to them?
3 A. Yes, every customer -- there is
4 thousands and thousands of customers coming
5 through World Express knows about this
6 procedure. Thousands and thousands and during
7 last 20 years. It was the same procedure for
8 every customer. Maybe medium people know this
9 procedure. If you ask anybody about this
10 procedure, everybody knows it. The storage
11 charges will apply if the customer does not
12 ship. It just wants to store it.
13 Q. It's like a regular course of
14 business activity for the --
15 A. It's a regulation of the business,
16 yes.
17 Q. And so if they don't pick up their,
18 you know, goods in 30 days, what are the
19 storage fees?
20 A. It's according to the measurement
21 of let's say for the cars. We got from \$10 up
22 to \$15 per day and for the boat it's from liner
23 meter. It's like \$20. I don't remember how
24 much. It's \$20 per liner meter so it's like if
25 the boat -- let's say for the small boat, let's

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1 SOLOVYEV
2 say it's about \$40 a day for the large boat
3 it's maybe from \$100 up to \$150 a day.
4 Q. Is that the industry rate or is
5 that something that you assign as a company?
6 A. Industry rate is three times higher
7 than I just mentioned to you.
8 Q. How long were the monitoring and
9 the Shopwell at World Express?
10 A. Very long years and years. More
11 than a year.
12 Q. More than a year.
13 Did you at any point notify either
14 Mr. Trejaykov or Mr. Safonov that their boats
15 are going to be incurring storage fees?
16 A. Absolutely.
17 Q. How did you notify them?
18 A. In writing.
19 Q. Through what medium?
20 A. Through the internet, Skype.
21 Q. So you wrote them a message through
22 Skype?
23 A. Absolutely.
24 Q. And when did you first inform them
25 about the storage fees?

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1 SOLOVYEV
2 A. When I understood that they were
3 hiding from me and they have some kind of
4 problems speaking them up (sic) and their
5 boats, their boat on top of my neck and they
6 just -- keeping the space which is supposed to
7 be for the business purpose, not for the
8 storage.
9 Q. What is your procedure to notify
10 clients if it's past 30 days? Do you reach out
11 to them immediately after the 30 days is up or
12 do you wait for them to contact you and just
13 passively add to their balance with the
14 company? What's your procedure?
15 A. It's a different procedure.
16 Usually if the customer is shipping with us,
17 and he's asking to store it, it's over the
18 phone or by e-mail. It's always -- it's a
19 different procedure. It depends on what kind
20 of customer how we ask him. We can talk
21 verbally. If you do not trust the customer, we
22 can send them an official letter or lawyer sign
23 or through the court order.
24 Q. And in this case with the two
25 boats, the Shopwell and the monitor ray, did



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1 SOLOVYEV
2 you trust Andre Trejaykov and Aleksandr
3 Safonov; did you trust them?
4 A. Absolutely, yes.
5 Q. So what happened when you noticed
6 that 30 days went by, the boats are sitting on
7 your lot and they're not picking them up? Did
8 you notify them?
9 A. Yes, we notify them. Not after
10 three days, maybe a couple of months because
11 they -- it was having a problem during the
12 period of time, 2014 to bring them out. It was
13 a lot of snow and they said give us months or
14 two, we'll take care of it and snow. It's
15 just -- and then after that, it was spring and
16 the summer and, you know, we didn't what to do
17 with these boats. After that we started
18 sending them messages.
19 Q. And when you're talking about snow
20 do you mean snow? New Jersey on your end?
21 A. Yes, snow in New Jersey. It was a
22 lot of snow. They couldn't handle these boats
23 calling me several times keep these boats to
24 pay for the storages.
25 Q. Why would they have a problem with

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1 SOLOVYEV
2 the snow? Is it because you charged them more
3 to get them out? Why would they care, it's not
4 their problem?
5 A. I didn't charge them more because
6 to keep out and move boats in such snow, it's
7 very difficult. Nobody any tracking company
8 would do it. I remember it was a lot of snow
9 during this time, yes. I don't know, maybe
10 there was their reason. I don't know why.
11 It's my suggestion but we've been talking about
12 weather, conditions of the weather during this
13 time and they knew the condition it was in.
14 Maybe it was interruption of the next step to
15 continue business here.
16 Q. And then when the snow cleared, did
17 you contact them again and let them know that
18 they are incurring fees?
19 A. Yes.
20 Q. How did you contact them the second
21 time?
22 A. Over the phone, over e-mail.
23 Q. Do you have proof? Do you have an
24 e-mail retained from that when you gave them
25 notice?

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1 SOLOVYEV
2 A. Yes.
3 Q. And what is that -- do you know
4 what the date of that e-mail is?
5 A. No. As far as I remember, it was
6 in May 2014 with several messages by Skype in
7 about -- in April time.
8 Q. April 2014?
9 A. Yes.
10 Q. And do you have those records?
11 A. Yes, we have it, yeah.
12 Q. And the first thing that you
13 notified them, it was wintertime. Did you do
14 it by phone or e-mail and Skype?
15 A. By phone for sure. They knew that
16 was going on and if the ship it -- hold on.
17 Can you give me a second?
18 MS. TARASSOVA: Sure.
19 (Whereupon, an off-the-record
20 discussion was held.)
21 Q. Let the record reflect that Mr.
22 Solovyev is double checking on his computer.
23 And Mr. Solovyev, can you just let us know what
24 you're referring to right now? What you're
25 looking at?

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1 SOLOVYEV
2 A. I was trying to remember when the
3 boats came back.
4 Q. What are you looking at? What are
5 you referring to on your computer? What
6 document?
7 A. Bill of lading for these two boats
8 arrive back.
9 Q. And what was the day on the bill of
10 lading?
11 A. It was August, September 2014 when
12 they came back.
13 Q. You said when? What was the date?
14 A. 2014 in the middle of the year two
15 boats arrived there.
16 Q. Do you have the date or you just
17 know that it's was summertime?
18 A. Let me find --
19 Q. Can you let me know what you're
20 looking at there? What are you referring to?
21 What document is helping you remember?
22 A. You're asking me about these two
23 boats. When they arrived with the dates and
24 I'm trying to find the exact date when they
25 arrived here in New York out of Dubai all

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1 SOLOVYEV
2 right.
3 Q. Yep. What document are you
4 referring to on your computer?
5 A. Bill of lading which was sent to me
6 from Andre Trejaykov under his booking for
7 these two boats. I'm looking for the bill of
8 lading.
9 Q. Okay.
10 A. Yes, on August 2014, yes.
11 Q. So in the winter of 2014 they were
12 not in New Jersey. They were in Dubai, right?
13 A. Yes.
14 Q. So can you clarify that; cause you
15 said you remember there was a storm that
16 prevented them from getting picked up. When
17 was that. Is this even in reference to these
18 boats or might it have been something else?
19 A. It's in reference to Formula,
20 another boat.
21 Q. And when was the Formula purchased?
22 A. In August 2013.
23 Q. So it stayed and where was it
24 stored, with what company?
25 A. World Express.

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1 SOLOVYEV
2 Q. What company bought it?
3 A. Car Express.
4 Q. Was the purchase through co-part as
5 well?
6 A. The same through co-part.
7 Q. And did Royal Finance Group collect
8 money for all the services that your company's
9 provided?
10 A. Yes.
11 Q. And in relation to the transaction
12 with the Formula, how did you communicate? Who
13 did you communicate with?
14 A. Andre Trejaykov.
15 Q. And how did you communicate with
16 him; through Skype, e-mail, phone?
17 A. E-mail, Skype and phone.
18 Q. And did you use that e-mail called
19 our e-mail MTLworld@MTLworld.com?
20 A. Yes.
21 Q. So that was -- was that the boat
22 that was being stored through the wintertime
23 and you had issues with the snow?
24 A. Yes.
25 Q. So let's get this clear because --

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1 SOLOVYEV
2 see now I'm confused.
3 As far as the notices, I want to
4 talk about, the notices that your company or
5 you gave to them are about storage fees. In
6 relation to the Monterey and the Shopwell, when
7 was the first time that you gave either Mr.
8 Trejaykov or Mr. Safonov notice that they are
9 incurring storage charges?
10 A. Immediately after their arrival to
11 New York back. They knew about storage charges
12 immediately.
13 Q. How did they know about them?
14 A. Because they were asking if any
15 storages occurred and they received a positive
16 answer yes would be storages if they occur.
17 Q. Was this -- did they ask in writing
18 and did you respond in writing or was this all
19 verbal?
20 A. It was verbal and as far as I
21 remember, in writing definitely it was in
22 writing.
23 Q. Do you have evidence of that? Can
24 you go to an e-mail or Skype message and pull
25 that up right now?

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1 SOLOVYEV
2 A. Not right now. My lawyer also has
3 this information for you.
4 Q. He already has the information for
5 us?
6 A. Yes.
7 Q. And when you're talking about
8 writing what would you look in? Would you look
9 into your Skype account or would you look into
10 your e-mail account or both?
11 A. Both.
12 Q. So if they arrived in August 2014
13 at what point did they begin incurring storage
14 fees?
15 A. Right in the month after arrival.
16 Q. Within 30 days?
17 A. Within 30 days, yes.
18 Q. And when was that the first written
19 notice given? Do you know the date of that?
20 A. I don't remember the date but it
21 was given, notice was given.
22 Q. And we're talking about written
23 notice?
24 A. Written notice, yes.
25 Q. How many -- did you remind them

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1 SOLOVYEV
2 again? Did you give them additional notices or
3 it was just that one time?
4 A. It was mentioned on every
5 conversation over Skype to Andre Trejaykov.
6 Q. Did you ever send an official
7 invoice to Andre or Mr. Safonov?
8 A. Yes, it was an official invoice,
9 yes.
10 Q. And when was that invoice sent?
11 A. Official invoice was September,
12 within a couple of months after boats arrived.
13 Q. And how much was that invoice for?
14 A. It was particularly for the storage
15 charges which is occurred up to storage day,
16 particular storage day. It was several
17 invoices which was issued from the beginning
18 after that bill had been adjusted to the higher
19 amount and never applied to other invoices and
20 nothing replied from any of the customers.
21 What you just mentioned, Andre Trejaykov or
22 Aleksandr Safonov, on the storage charges when
23 they're planning to pay or any other movements
24 of the boats.
25 For the proposal, for helping them

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1 SOLOVYEV
2 to ship it from Dubai or to fly never got to
3 this point during the next two years on any of
4 my question. So according to the New Jersey
5 law, and we have this law stipulated by
6 governor of New Jersey, we have three months of
7 storage free. After that we can get rid of the
8 boats, sell them, give us the rights on our
9 side, you can do it as well but we didn't do
10 it. We were trusted in believing that these
11 people would be -- would resolve this issue of
12 storage on their own.
13 Q. So is it my understanding and tell
14 me where I'm incorrect in the record, my
15 understanding from Mr. Safonov is that the
16 first time he heard about any storage fees was
17 when he received an invoice for about \$40,000;
18 was that the only invoice that you had sent or
19 were there invoices prior to that?
20 A. Let me explain to you how it works.
21 If you bring your car, I can give you an
22 example to a repair shop and you don't pick it
23 up after the day of your car was repaired in
24 every way in U.S.A. they will charge you and
25 everybody has the same stipulation, every car

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1 SOLOVYEV
2 shop has a stipulation, they're going to charge
3 you \$45 for storage car or \$60 per day and if
4 its amount exceeds such particular amount,
5 let's say \$2,000, they needed to put a lien or
6 just bring it to the auction and resell to get
7 their money back for the storage. The same
8 storage procedure supposed to be in this case
9 with World Express which stipulated on World
10 Express bill of lading, okay but because it was
11 my friends, we didn't put a lien and we didn't
12 sell them to cover our expenses to store them
13 for our own money. And if the customer who are
14 using somebody services in U.S.A. not
15 responsible for their boats, let's say in this
16 situation, so it's his fault to be punished
17 according to the New Jersey law for storages or
18 resending his entity in order to cover the
19 storage charges which accumulated because of
20 his mistake, not calculation for -- not to be
21 responsible for his own boat.
22 MR. CHANG: Note my objection
23 that's not responsive to the question.
24 Q. Had you ever charged them -- when I
25 say you, I guess I'm talking about World

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1 SOLOVYEV
2 Express in connection, right because that would
3 be the entity that's charging them for storage;
4 is that correct?
5 A. Correct.
6 Q. Had you ever charged them storage
7 fees before? First of all, let me back up so
8 we can set the record straight. Had you done
9 business with Mr. Trejaykov or Mr. Safonov
10 prior to these three boats?
11 A. Yes, I did business with Mr.
12 Trejaykov before Safonov for about two years
13 before.
14 Q. And had you ever had charged Mr.
15 Trejaykov any storage fees?
16 A. No, there was no storage fees
17 because he was shipping everything in time out
18 of U.S.A. If he spent his money, he's supposed
19 to get his goods in Dubai as soon as possible.
20 He had never get in storage.
21 Q. So this was the first time that you
22 had to enforce your storage fee policy?
23 A. Absolutely. It was the first time
24 and customer had not been responsible for his
25 own goods.



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1 SOLOVYEV
2 Q. So what I'm getting at is this,
3 what I'm trying to figure out right now usually
4 when a business sees that their client who's
5 been doing well and has been honest through
6 their course of dealings is not picking up the
7 boats is not responding now they're an
8 inconvenience to you as a business, right?
9 A. Right.
10 Q. Usually the business will give
11 notice to that person or that company. So say,
12 listen you are now incurring storage fees
13 because you are not picking up your boats,
14 you're being nonresponsive or unresponsive. So
15 you're saying you did that and I'm trying to
16 figure out because at this point I have not
17 seen any documentation other than the e-mail
18 where you sent the \$40,000 invoice at, what
19 point did you give them notice in writing that
20 they will start incurring storages?
21 A. It was a notice over the phone and
22 Skype conversation between me and Andre which I
23 present to my lawyer where Andre says that
24 Aleksandr Safonov called him recently asking
25 why he is getting storage charges for his boat.

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1 SOLOVYEV
2 I got this information over Skype and if
3 Safonov is saying that he never received it, he
4 received it, I got proof.
5 MS. TARASSOVA: And counsel, do you
6 know what your client is talking about
7 because I have not seen those Skype
8 conversations?
9 MR. CHANG: I'm not positive. It
10 sounds like he's talking about a Skype
11 conversation after the invoice was sent;
12 is that correct?
13 A. Sure.
14 MR. CHANG: Does that answer your
15 question?
16 MS. TARASSOVA: Okay.
17 Q. So this Skype conversation after
18 the \$40,000 invoice; is that right?
19 A. Yes, absolutely right.
20 Q. So tell me if I'm wrong but the
21 first time that Mr. Safonov or Mr. Trejaykov
22 got notice in writing or an official invoice,
23 that was the e-mail that had the invoice for
24 \$40,000; is that correct?
25 A. Yes, whatever it was. It was

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1 SOLOVYEV
2 first.
3 MR. CHANG: Objection to form.
4 MR. TARASSOVA: And then the
5 question to Eric is, Eric, do you know
6 what Skype conversation he's talking
7 about because I haven't received that?
8 MR. CHANG: I do not but obviously
9 if you make the request for it, we'll
10 dig it up and turn it over.
11 A. I'll mark it up.
12 MR. CHANG: We'll find it just so
13 the record's clear post August 2014?
14 MS. TARASSOVA: What are you
15 talking about?
16 MR. CHANG: Are you asking about
17 post August 2014?
18 MS. TARASSOVA: No, I'm talking
19 about -- your client told you that he
20 submitted as a disclosure that I haven't
21 received -- I'm talking about everything
22 your client submitted. It's not post or
23 prior, it's everything that may be in
24 your possession that is supposed to be
25 disclosed.

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1 SOLOVYEV
2 MR. CHANG: Okay. I will look
3 through our files and see what we have
4 responsive your demand.
5 MS. TARASSOVA: Okay.
6 Q. So now the invoice, who did you
7 send that invoice, the \$43,000? Let me look --
8 MS. TARASSOVA: Let me look for
9 something. Off the record.
10 (Whereupon, an off-the-record
11 discussion was held.)
12 Q. I found the invoice and it is dated
13 August 13th, 2014, it is from Royal Finance
14 Group, Inc. to Crocus Investments for storage
15 of the \$2,010 Formula at \$9.60 for one linear
16 meter per day. And unloading from the trailer
17 and that is in the amount of \$39,409.39. Is
18 that the invoice that you were talking about?
19 A. Yes.
20 Q. Now, this invoice looks like it was
21 just made out for the storage of the formula.
22 What about the other two boats the Monterey and
23 the Shopwell had just arrived to New Jersey
24 that summer?
25 A. Yes.

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1 SOLOVYEV
2 Q. So when this invoice came out for
3 the storage of the formula, would an invoice
4 have been due for the storage of the Shopwell
5 and the Monterey at that point in August 2014?
6 A. It was an additional invoice
7 separated from formula.
8 Q. And when did that invoice go out
9 for the monitor ray and the Shopwell?
10 A. As soon as these two boats arrived
11 back from Dubai.
12 Q. Now, this invoice for the formula,
13 who did you send that invoice to?
14 A. It was sent to Crocus and Andre
15 Trejaykov.
16 Q. To both, so they were sent -- were
17 they sent to Mr. Safonov on behalf of Crocus?
18 A. Yes.
19 Q. Why did you wait so long to issue
20 the bill for the formula?
21 A. I didn't wait. They were waiting.
22 I didn't wait.
23 Q. Because the invoice is issued about
24 a year after it had been purchased in standing
25 at World Express in connection. It was bought

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1 SOLOVYEV
2 in the summer of 2013 and the invoice is issued
3 in the summer of 2014; is that correct?
4 A. No.
5 Q. When was the formula purchased?
6 A. Purchased in about
7 August/September 2013.
8 Q. So this invoice for \$39,000 was
9 issued in August 2014?
10 A. So what?
11 Q. What I'm asking is: Why did you
12 wait one year to issue the invoice?
13 A. I didn't wait. Customer was
14 waiting for his decision, what to do with the
15 boats. I didn't wait. As soon as the boat was
16 on my way the invoice but it was the decision
17 of the customer how soon to get this invoice
18 and what to do with the boat. We have nothing
19 to do with his boat. It's a customer who was
20 waiting whoever they didn't know what to do
21 with his boat.
22 Q. Right, but aren't you concerned
23 like any other business would be if you're
24 providing a service for a long time and the
25 clients is incurring a lot of fees that they

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1 SOLOVYEV
2 may not pay the large fee?
3 A. No.
4 Q. Isn't that a risk for your
5 business?
6 A. It's a very big risk for the
7 business what I did to my friends so much time
8 to think about it. As they didn't make up
9 their minds, they didn't make a final decision
10 but they've been in touch with me constantly
11 about this boat opportunity to bring it to
12 Florida or to Dubai. They were talking to me.
13 Q. What prompted you to finally issue
14 the invoice for \$39,000 for formula for the
15 storage of the formula?
16 A. Say it again.
17 Q. What made you finally issue the
18 invoice because you said you were waiting on
19 them to figure out what they were going to do
20 finally in August? You decided to send them
21 the invoice. What event prompted you to send
22 that invoice?
23 A. Because people steal. They know
24 what to do with this boat even after seeing
25 some proposals from my side to shipping to ship

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1 SOLOVYEV
2 them to Dubai or to bring them back to Florida
3 they didn't react to any of my proposals and I
4 was frustrated keeping the cargo at our
5 facility for nothing.
6 Q. Do you know what their current
7 balance with World Express in connection is to
8 date for storage?
9 A. More than a hundred thousand
10 dollars.
11 Q. Can you tell me about the business
12 relationship that you had with Mr. Trejaykov
13 and Mr. Safonov as far as you and your company,
14 shipping cars to Dubai to repair and resell;
15 what is that about?
16 A. They were buying the cars, bots,
17 jet ski, some parts, auto parts, boat parts out
18 of U.S.A. and I was helping them to buy those
19 units or cargo or commodities and usually we
20 ship them to Dubai during all this time
21 calculating fees, that's all.
22 Q. What was your agreement? Was it
23 for you to make some money off of the profit
24 and/or were you just purely providing the cars
25 for them for a commission?



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1 SOLOVYEV
2 A. No, usually they were buying cars
3 or boats or parts on their own money. Do not
4 ask me about whatever I would be participating
5 as a business. I never participate in their
6 business.
7 Q. Because I have an e-mail which we
8 provided to you that is between you and Mr.
9 Safonov in December 2013 talking about a
10 Mercedes Benz SL and a Porsche that you had
11 shipped over to Dubai. What's the deal of
12 that? What was the understanding?
13 A. It was customer who was shipping
14 panorama and a Mercedes. It's salvage cars
15 which Andre Trejaykov was supposed to sell it
16 in Dubai. Make his commission and return money
17 back to let's say United States, that's all.
18 Q. But do you buy the cars for them
19 and did you charge them for them?
20 A. No, it's not the business. It was
21 a business for one of the customers in U.S.A.
22 which ask me to sell them in Dubai, that's all.
23 Q. I guess what I'm getting at is, you
24 know, my clients are saying that they had a
25 business relationship with you where they would

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1 SOLOVYEV
2 hold your vehicles that you sent over to Dubai
3 to resell just like you held their boats in New
4 Jersey. It was a mutual relationship in,
5 therefore, storage fees wouldn't be due because
6 their storage of your vehicles equal the
7 storage of the boats; is that incorrect?
8 What's your response on that issue?
9 A. I have no idea what you are talking
10 about.
11 Q. You never heard about, you know,
12 them claiming that they had stored cars for you
13 in Dubai?
14 A. No.
15 Q. So would you say your business
16 relationship with them was purely you
17 purchasing items on the auction and then taking
18 a commission and arranging shipment to Dubai?
19 Was that strictly contained to that?
20 A. Absolutely.
21 Q. Now, I asked you earlier if you
22 were at all in any way employed or owned part
23 of Marine Transport Logistics and you said, no;
24 is that correct?
25 A. Yes.

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1 SOLOVYEV
2 Q. Have you -- you said that you were
3 sued prior? How many times would you say you
4 were sued?
5 MR. CHANG: Object to the form
6 but --
7 A. I don't understand your question.
8 Q. How many times have you been sued
9 as Aleksandr Solovyev but how many times have
10 you been named as a party in the lawsuit?
11 A. Just once.
12 Q. I found a couple of lawsuits that
13 named you as a party and I want to go over them
14 with you to see if you remember that.
15 In 20 -- in 1997 you were sued?
16 You were named as a party along with a company
17 named Mosaic Transportation Lines, the
18 plaintiff in that case was Hockeye. Do you
19 remember that lawsuit?
20 A. No.
21 Q. In 2005, you were named as an
22 individual in a lawsuit along with MTL
23 Worldwide Agency, Inc. in a lawsuit where the
24 plaintiff was American president lines; do you
25 remember that lawsuit?

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1 SOLOVYEV
2 A. Yes.
3 Q. What was that about?
4 MR. CHANG: I'm going to object to
5 that line of questioning. I'm going to
6 instruct him not to answer unless you
7 can tie up some relevance to these
8 lawsuits.
9 MS. TARASSOVA: No, I don't think
10 that's how objections work, unless it's
11 privileged. You can't instruct him not
12 to answer the question. You can object
13 to form and you can object to it not
14 leading to any discoverable evidence but
15 we can deal with that in court. Are you
16 instructing him not to answer based on
17 privilege?
18 MR. CHANG: What was your question?
19 What was the lawsuit about?
20 MS. TARASSOVA: Right, correct.
21 MR. CHANG: If you remember, answer
22 the question.
23 Q. Go ahead Mr. Solovyev.
24 A. We had six containers with
25 windshield washer shipped no, no, no. Which

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1 SOLOVYEV
2 company was it?
3 Q. American President Lines, LTD 2005?
4 A. What was it about?
5 Q. That's what I'm asking you?
6 A. No, I don't remember. Then I don't
7 remember if you just asking -- you don't know
8 what you're asking about. I don't remember.
9 Q. No, I'm asking you about a lawsuit
10 that you were named as a party and you said you
11 do remember that lawsuit and you were about to
12 tell me what it is about?
13 A. No, you tell me what it is about
14 and I tell you in details because I don't
15 remember like from this guy what happened ten
16 years ago.
17 Q. Let's talk about more recent cases
18 that you may remember in 2009. You were named
19 as a party in a lawsuit along with Marine
20 Transport Logistics and your wife and World
21 Express it was a labor and employment lawsuit.
22 You were sued by Nadia, N-A-D-I-A, Fursoff,
23 F-U-R-S-O-F-F; do you remember that?
24 A. Yes, I remember.
25 Q. Do you remember in that lawsuit her

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1 SOLOVYEV
2 alleging that you had control over MTL and she
3 had actually been employed by both companies
4 MTL and World Express in connection at the same
5 time?
6 A. It's maybe it. I don't remember
7 details but maybe.
8 Q. Why would she say that you had
9 control over MTL and were responsible for
10 hiring and firing employees for MTL?
11 MR. CHANG: Note my objection. I
12 am instructing him not to answer this
13 one.
14 MS. TARASSOVA: Based on privilege?
15 MR. CHANG: Privilege and
16 attorney/client. You're asking him to
17 speculate the offenses. The plaintiff
18 may have alleged.
19 MS. TARASSOVA: Absolutely not.
20 MR. CHANG: Why would the plaintiff
21 against him have alleged so and so cause
22 of action?
23 MS. TARASSOVA: Right.
24 MR. CHANG: I'm instructing him not
25 to answer.

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1 SOLOVYEV
2 MS. TARASSOVA: Not a cause of
3 action. It's not a cause of action
4 because the cause of action was a labor
5 and employment issue. What I'm asking
6 is why would she allege the fact?
7 MR. CHANG: You're asking him to
8 speculate as to why a plaintiff alleged
9 so and so cause of action? That's not
10 what he's here for. That's not even a
11 question he can answer.
12 MS. TARASSOVA: He can answer that
13 question. This isn't court so
14 speculation would not be an objection.
15 You can use that later. I'm asking why
16 would she allege that fact? We can go
17 into that. This is very relevant, Eric.
18 Mr. Solovyev was saying on the record
19 that he has nothing to do with MTL. I'm
20 talking about examples of other people
21 stating that in fact he does have
22 control over it so --
23 MR. CHANG: That's not a question
24 that Mr. Solovyev has any capability of
25 answering. Again, you're asking him to

Page 96

1 SOLOVYEV
2 speculate what a third party is thinking
3 or might have done.
4 MS. TARASSOVA: That's fine. He
5 can answer in any way that he wants to
6 answer that but I want him to answer the
7 question. You know I don't think you
8 can jump in and fight his fight for him.
9 It's a question that he has to answer
10 the best way he can. It's a deposition.
11 MR. CHANG: Okay, if you can answer
12 the question.
13 A. Yes, I can answer. I remember
14 Nadia Fursoff she was the biggest liar which
15 I've seen in my life. She was stealing money
16 of doing her duties in the company World
17 Express. It was a big fuss when she had an
18 agreement. She got the cleaning activity
19 between her working as a dispatcher for the
20 company and a subcontracting company whom she
21 hired and she was watching the money and
22 presenting false invoices to the company,
23 buying cheap and they're it sending to MTL or
24 MCL services much more higher than it's
25 supposed to be. I think she's a big liar.

Page 97

1 SOLOVYEV
2 Whatever you got information right now about
3 this case, you couldn't get me convinced that I
4 was doing something wrong. I know this person
5 is a big, big liar and she has a criminal
6 record. She was a lap dancer before, she was a
7 prostitute before and it was huge history of
8 this person. So it's not resolved of what you
9 can get truthful information about what's going
10 on in the companies.
11 Q. What position did she serve with
12 World Express in connection?
13 A. She was handling some deliveries
14 some warehousing drop.
15 Q. At the time that she was an
16 employee for World Express In Connection, was
17 she an employee with MTL as well at the same
18 time?
19 A. I don't remember.
20 Q. Then, again, in 2013 you had a
21 similar lawsuit where an employee named Kirill,
22 K-I-R-I-L-L, Delendra, D-E-L-E-N-D-R-A. He
23 alleged basically the same thing that Nadia did
24 that you are in charge of both MTL and World
25 Express In Connection that he had worked for

Page 98

1 SOLOVYEV
2 both of the companies simultaneously and that
3 you were responsible for hiring and firing for
4 both companies. Same question: Why would he
5 allege that fact in the 2013 case?
6 MR. CHANG: None of your questions
7 are factual questions. Every one of
8 your questions you're asking him why a
9 plaintiff might have sued him but that's
10 a question.
11 MS. TARASSOVA: No.
12 MR. CHANG: If you have a factual
13 question that you can answer ask him,
14 otherwise I'm instructing him not to
15 answer. If you want to make a motion to
16 get an answer for this go ahead but --
17 MS. TARASSOVA: I want to put on
18 the record that the question did not go
19 to why the plaintiff sued him or what
20 his theory of liability was. My
21 question --
22 MR. CHANG: Can I have the reporter
23 read back the question?
24 (Whereupon, the referred question
25 was read back by the Reporter.)

Page 99

1 SOLOVYEV
2 MR. CHANG: That's the exact
3 question you were asking. Why is this
4 guy alleging these facts.
5 MS. TARASSOVA: Correct. It's not
6 why is he bringing the lawsuit for, you
7 know, unpaid wages, the question is why
8 is he alleging that fact. It's a fact
9 question.
10 MR. CHANG: It's not a fact
11 question within Mr. Solovyev's
12 knowledge. Why would a plaintiff bring
13 such a lawsuit, what facts does the
14 plaintiff brings?
15 MS. TARASSOVA: I think you're
16 answering on behalf of Mr. Solovyev but
17 I have not heard Mr. Solovyev say that
18 he doesn't know. So I would propose
19 that Mr. Solovyev answer that question
20 to the best of his ability. I would
21 raise the same issue as the 2009 case
22 that you made the same argument. I said
23 stop fighting, stop answering the
24 questions for him. There's no legal
25 grounds why he should not respond to

Page 100

1 SOLOVYEV
2 this question. It's not privileged. I
3 just asked him why would this person
4 state the same fact.
5 MR. CHANG: Why would someone who's
6 not Mr. Solovyev state these facts?
7 MS. TARASSOVA: Correct.
8 MR. CHANG: That's your question?
9 MS. TARASSOVA: That's my question.
10 MR. CHANG: If you can answer, why
11 the plaintiff in the 2013-case --
12 A. I can explain. I have nothing
13 against this question. This person Kirill was
14 working as a loader in our warehouse, whatever
15 he say. He said nothing. His lawyer said the
16 same way like you are asking on behalf of your
17 customers, and we know how lawyers are working
18 this case, they are trying to find somebody who
19 pays money to his customers. So the same with
20 Kirill. When he punched me with a nail gun,
21 ear gun, he did it himself. Nobody discharge
22 this person at the time of his labor. And
23 after that, the lawyer went for everybody who
24 was in the same building, every company, he
25 started to swear at everybody. That's all what

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1 SOLOVYEV
2 happened, but he was working to the World
3 Express just loading cars, that's all.
4 Q. In 2013, there was a case against
5 you as an individual as well as MTL Royal
6 Finance Group, Car Express and imports, that
7 case was brought by MAVL Capital, Inc.; do you
8 remember this case?
9 A. I remember this case.
10 Q. I believe in this case, the
11 plaintiff also alleges that you are in control
12 of MTL and you are responsible for the actions
13 of MTL. Why would they allege that in 2013?
14 What happened?
15 A. Can my lawyer answer all your
16 questions because he was involved?
17 MR. CHANG: I'm not going to answer
18 his question but I'm objecting to the
19 form. There was two questions.
20 Q. The first question is: What were
21 the circumstances of that case?
22 A. It was stolen property, ships
23 through MTL. Unknown payment for boat cars and
24 some units which MAVL Company and according to
25 the shipping law, he was talking to only his

Page 102

1 SOLOVYEV
2 owner of the money. I never talk to him about
3 shipping of his goods. So nobody has proof
4 that I was advised him where to ship, how to
5 ship, that's all what has happened. So one
6 more time stolen property, which he stole ships
7 from MTL and FBI was involved in this case and
8 plus he stole some bull dozer for \$250,000 and
9 that also involved. So right now this
10 company's hiding out of U.S.A. I don't know
11 where this person is.
12 Q. What about the case that you had
13 with Homeland Security where you were named as
14 an individual along with your wife Allah
15 Solovyev and MTL where the United States
16 attorney is alleging that you are an agent for
17 MTL?
18 A. I don't know.
19 MR. CHANG: Is there a question
20 there?
21 A. What is this?
22 Q. What are the -- why would the
23 United States attorney allege that you were
24 involved with MTL in that case where just to
25 remind you that's where it was a case about

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1 SOLOVYEV
2 failure to disclose funds and the United States
3 ended up coming in and taking about \$600,000
4 out of the MTL bank account; do you remember
5 that case?
6 A. Yes.
7 Q. Why would the United States of
8 America state that you were involved with MTL?
9 Why would they tie you to MTL if you have
10 nothing to do with it?
11 A. I have nothing to do with it. It
12 was shipping of some cars through Iran which is
13 an unfriendly blacklister country. This was a
14 case only with MTL not with Car Express or me.
15 Maybe it's a leased but I guzzling money from
16 MTL not from me or my companies, no.
17 Q. But based on their investigation,
18 they found that you were involved with MTL.
19 MR. CHANG: Is there a question?
20 A. I wouldn't be penalized. It wasn't
21 just money penalties, that's all. I have
22 nothing to do with this case.
23 Q. Have you ever been convicted of a
24 crime?
25 A. Convicted of a crime? I've never

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1 SOLOVYEV
2 been convicted.
3 Q. You were never convicted of a crime
4 in New Jersey for receiving stolen property?
5 A. It has to do with the boat?
6 Q. I'm entitled to ask that question.
7 A. I have to object.
8 MR. CHANG: This is whether you --
9 was there a conviction?
10 A. No, there was no conviction.
11 Q. Have you ever been on probation?
12 A. Yes.
13 Q. What were you on probation for?
14 A. Don't matter.
15 Q. It does. Your attorney can explain
16 to you why this is relevant but it is and I'm
17 entitled to ask that question it is actually
18 very important. So can you please explain to
19 me why you were put on probation? What was
20 that in relation to?
21 MR. CHANG: You are asking for
22 the --
23 MS. TARASSOVA: Why was he put on
24 probation? Why would the state of New
25 Jersey put him on probation?

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1 SOLOVYEV
2 A. I don't remember. It was some
3 stolen cars as the property, that's all.
4 Q. What were you accused of?
5 A. I don't remember the stipulation
6 but it was something like stolen Renwickr cars
7 as the property of World Express.
8 Q. Was MTL involved in that?
9 A. No.
10 Q. Did you plead guilty in that case?
11 A. Yes.
12 Q. Other than probation, did you have
13 to serve any time in jail?
14 A. No.
15 (Continued on next page
16 to include jurat.)
17
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Page 106

1 SOLOVYEV
2 Q. Have you been convicted of anything
3 else?
4 A. No.
5 MS. TARASSOVA: Those are all the
6 questions I have.
7 THE COURT REPORTER: Would you like
8 a copy of the transcript?
9 MR. CHANG: Sure.
10
11 (Whereupon, at 12:48 p.m., the
12 examination of this witness was
13 concluded.)
14
15 _____
16 ALEKSANDR SOLOVYEV
17
18 Subscribed and sworn to before me
19 this ____ day of _____, 2015.
20
21 _____
22 NOTARY PUBLIC
23
24
25

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1 SOLOVYEV
2 I N D E X
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4 WITNESS EXAMINATION BY
5 PAGE
6 6-106 MS. TARASSOVA
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1 SOLOVYEV
2 C E R T I F I C A T E
3
4 STATE OF NEW YORK)
5 ss.:
6 COUNTY OF BRONX)
7
8 I, DORENE GLOVER, a Notary Public for
9 and within the State of New York, do hereby
10 certify:
11 That the witness whose examination is
12 hereinbefore set forth was duly sworn and that
13 such examination is a true record of the
14 testimony given by that witness.
15 I further certify that I am not related
16 to any of the parties to this action by blood
17 or by marriage and that I am in no way
18 interested in the outcome of this matter.
19 IN WITNESS WHEREOF, I have hereunto set
20 my hand this 4th day of December, 2015.
21
22 *Dorene Glover*
23 _____
24 DORENE GLOVER
25

<p>1 SOLOVYEV Page 109 2 STATE OF NEW YORK) SS.: 3 COUNTY OF BRONX) 4 5 I wish to make the following changes, for 6 the following reasons: 7 8 PAGE LINE 9 ____ CHANGE: 10 _____ 11 REASON: 12 _____ 13 ____ CHANGE: 14 _____ 15 REASON: 16 _____ 17 ____ CHANGE: 18 _____ 19 REASON: 20 _____ 21 ____ CHANGE: 22 _____ 23 REASON: 24 _____ 25 ____</p>	

APPENDIX “D”

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

13 Civ. 07110 (SLT)(RLM)

**DECLARATION OF
DIMITRY ALPER**

I, DIMITRY ALPER, hereby declare under penalty of perjury that the following is true and correct:

1. I am the Director of Operations for Marine Transport Logistics, Inc. ("MTL") and have held this position since 2009.
2. I am fully familiar with the facts and circumstances of this case and make this declaration on personal knowledge.
3. MTL is a Federal Maritime Commission licensed Non-Vessel Operating Common Carrier (NVOCC).

4. As a NVOCC, MTL provides ocean and intermodal carriage of containerized cargo for its shippers. MTL moves thousands of containers per year.
5. MTL requires that outstanding charges for its services, including freight and storage charges, be fully paid by its shipper before MTL will release the cargo to the consignee. Once cargo is released to the consignee, MTL no longer exercises any control over the cargo and cannot exercise a carrier lien on the cargo to ensure that MTL is paid for services rendered by MTL.
6. The cars, vehicles, and shipments at issue as alleged by Plaintiffs are discussed below.

The 2006 Mercedes SL65 (VIN # 3072)

7. On or about December 3, 2012 Plaintiffs requested that MTL act as Plaintiffs' "receiving agent" and store a 2006 Mercedes SL65 imported by Plaintiffs into the U.S.
8. MTL normally charges a daily storage charge of \$25 for cars stored by MTL and MTL's warehouse agent, World Express & Connection, Inc.
9. Because of the commercial relationship between Plaintiffs and MTL, MTL agreed to charge Plaintiffs a monthly storage charge of \$150 for the storage of the 2006 Mercedes SL65.
10. By May 9, 2013 Plaintiffs had incurred an unpaid balance of \$900 in storage charges from December 2012 through May 2013. Attached as

Exhibit A hereto is a May 9, 2013 email from Natalia Davare, a former employee of MTL, advising Plaintiffs of the outstanding storage charges and requesting that Plaintiffs arrange payment and pick up the 2006 Mercedes SL65.

11. Plaintiffs did not respond to the May 9, 2013 email and did not make any attempt to pay the outstanding storage fees.
12. To date, the \$900 remains unpaid.

The 2004 Bobcat S205 (VIN # 1404)

13. On June 11, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account asking if the 2004 Bobcat S205 and 2010 Bobcat S185 could be loaded into a container to Finland. In response, Car Express requested that Ostrosvkiy provide the VIN #s for the two Bobcats. A copy of Plaintiffs' June 11, 2013 email is attached as **Exhibit B** hereto.
14. On June 12, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account to provide the VIN numbers for the 2004 Bobcat S205 and 2010 Bobcat S185 and to request that MTL "Please Load" (1) the 2004 Bobcat S205 with the Consignee designated as "OOO ACCA LOGISTIC" in St. Petersburg, and (2) the 2010 Bobcat S185 with the consignee designated as Illushik Valeriy in St. Petersburg. A copy of Plaintiffs' June 12, 2013 email is attached as **Exhibit C** hereto.

15. On July 8, 2013 Plaintiffs emailed MTL from their 'Logistics Department' l1@oooacca.net email account to request that MTL ship all three Bobcats (2004 Bobcat S205, the 2006 Bobcat S250 and the 2010 Bobcat S185). A copy of Plaintiffs' July 8, 2013 email is attached as **Exhibit D** hereto.
16. In accordance with Plaintiffs' request, the 2004 Bobcat S205 (together with the 2006 Bobcat S250) was loaded onboard the vessel OOCL KUALA LUMPUR to Kotka, Finland on or about July 31, 2013. A copy of the front and back of the MTL bill of lading no. HBOL15488 for the shipment of the 2004 Bobcat S205 Ostrovskiy is attached as **Exhibit E** hereto.
17. MTL invoiced Plaintiffs \$1,600 for the shipment. A copy of MTL Invoice no. 27764 is attached as **Exhibit F** thereto.
18. To date, the \$1,600 remains unpaid.

The 2006 Bobcat S250 (VIN # 2346)

19. On July 8, 2013 Plaintiffs emailed MTL from their 'Logistics Department' l1@oooacca.net email account to request that MTL ship all three Bobcats (2004 Bobcat S205, the 2006 Bobcat S250 and the 2010 Bobcat S185). A copy of Plaintiffs' July 8, 2013 email is attached as **Exhibit D** hereto.
20. In accordance with Plaintiffs' request, the 2006 Bobcat S250 (together with the 2004 Bobcat S205) was loaded onboard the vessel OOCL KUALA LUMPUR to Kotka, Finland on or about July 31, 2013. A copy of the front of MTL bill of lading no. HBOL15488 for the shipment of the 2004 Bobcat S205 is attached as **Exhibit E** hereto.

21. MTL invoiced Plaintiffs \$1,600 for the shipment. A copy of MTL Invoice no. 27764 is attached as **Exhibit F** thereto.
22. To date, the \$1,600 remains unpaid.

The 2010 Bobcat S185 (VIN # 8388)

23. On June 11, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account asking if the 2004 Bobcat S205 and 2010 Bobcat S185 could be loaded into a container to Finland. In response, Car Express requested that Ostrosvkiy provide the VIN #s for the two Bobcats. A copy of Plaintiffs' June 11, 2013 email is attached as **Exhibit B** hereto.
24. In accordance with Plaintiffs' request, the 2010 Bobcat S185 was loaded onboard the vessel OOCL KAOHSIUNG to Kotka, Finland on or about July 11, 2013. A copy of the front of MTL bill of lading no. HBOL15161 for the 2010 Bobcat S185 s attached as **Exhibit G** hereto.
25. MTL invoiced Plaintiffs \$750 for the shipment. A copy of the MTL Invoice no. 27382 is attached as **Exhibit H** thereto.
26. To date, the \$750 remains unpaid.

The 2011 Porsche Panamera (VIN # 7399)

27. On information and belief, the financing for the 2011 Porsche Panamera was arranged between Plaintiffs and Royal Finance Group.

The Hummer Seats

28. On or about July 23, 2013 the 2 Hummer Seats were loaded onboard the vessel APL SHANGHAI to Bremerhaven, Germany. A copy of the front of MTL bill of lading no. HBOL15168 for the 2 Hummer Seats is attached as **Exhibit I** hereto.
29. MTL invoiced Plaintiffs \$1,160 for the shipment. A copy of the MTL Invoice no. 27343 is attached as **Exhibit J** thereto.
30. To date, the \$1,160 remains unpaid.

The 3 Harley Davidson motorcycles

31. On information and belief, on or about June 7, 2013 Car Express purchased a 2004 Harley Davidson FXD1 (VIN # 7346) at Plaintiffs' request.
32. On information and belief, on or about July 8, 2013 Car Express purchased a 2000 Harley Davidson XL883 (VIN # 3838) at Plaintiffs' request.
33. On information and belief, on or about July 29, 2013 Car Express purchased a 2007 Harley Davidson FXD (VIN # 1645) at Plaintiffs' request.
34. Car Express sent the original titles for all 3 Harley Davidson motorcycles to MTL so that MTL could arrange the ocean carriage for the 3 Harley Davidson motorcycles.

35. I did not obtain a replacement title for the 2007 Harley Davidson FXD (VIN # 1645) from the State of Georgia. I did not write the State of Georgia to obtain a replacement title for the 2007 Harley Davidson FXD (VIN # 1645).

The 2010 Mercedes GL (VIN # 2062) and 2012 Mercedes ML (VIN # 8732)

36. MTL was not involved with either the 2010 Mercedes GL (VIN # 2062) and 2012 Mercedes ML (VIN # 8732).

Other unpaid invoices.

37. Plaintiffs owe MTL \$1,504 from the purchase of a 2012 Volkswagen Jetta and the inland freight, storage fees, and interest thereon. A copy of MTL Invoice no. 20059 is attached as **Exhibit K** hereto.

38. Plaintiffs owe MTL \$16,501 from the purchase of a 2004 Volvo VNL and the inland freight, storage fees, and interest thereon. A copy of MTL Invoice no. 27702 is attached as **Exhibit L** hereto.

Dated: New York, New York
March 5, 2014


DIMITRY ALPER

Exhibit A
to Declaration of Dimitry Alper

Eric Chang

From: Natalia D <natalia@mtlworld.com>
Sent: Friday, May 10, 2013 9:46 AM
To: mcyllc@gmail.com
Subject: FW: 06 mb sl65 v :113072 STORAGE FEE
Attachments: Invoices (24261).pdf; 1.pdf

From: Natalia D [<mailto:natalia@mtlworld.com>]
Sent: Thursday, May 09, 2013 5:28 PM
To: 'IAM & AL GROUP, INC'
Cc: 'Alla'; 'Dimitry'
Subject: 06 mb sl65 v :113072 STORAGE FEE

Your vehicle is stored in our facility for more than half a year.
Invoice for storage for period from 05/04-06/05 alone with the total outstanding balance are attached
Please advise when you are planning to arrange payment for total storage outstanding and pick up your vehicle

Thank you

Marine Transport Logistic Inc

Open Invoices

Thursday
May 09, 2013

January 11 through May 9, 2013 (USD)

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		



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	Shipper:	ATLANTIC CARGO LOGISTICS LLC
IAM & AL GROUP, INC 115E 57 STREET , FL11 NEW YORK, NY 10022. USA	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

Exhibit B
to Declaration of Dimitry Alper

Alla Solovyeva

From: Alex Solovyev [mtlworld@mtlworld.com]
Sent: Monday, October 7, 2013 12:31 PM
To: Alla Solovyev
Subject: Re: Loading Bobcats

On Tue, Jun 11, 2013 at 5:08 PM, Alex Solovyev <mtlworld@mtlworld.com> wrote:
GIVE ME VIN #?

--
Aleksandr Solovyev
Car Express & Import Inc
As an agent for Marine Transport
63 New Hook Road,
Bayonne, NJ 07002
Tel: [201-858-8600](tel:201-858-8600) Ext: 117
Fax: [201-603-2772](tel:201-603-2772)
Cell: [646-725-1335](tel:646-725-1335)
Skype: aleksandr.solovyev

From: CEO ACCA <ceo@oooacca.net>
Date: Tuesday, June 11, 2013 4:55 PM
To: Alex Solovyev <mtlworld@mtlworld.com>, <alla@mtlworld.com>
Subject: Loading Bobcats

Can we load in to container 2004 BOBCAT S205 and 2010 BOBCAT S185 to Finland?

--
Best regards

Maxim Ostrovskiy
MAVL Capital, Inc
ACCA Logistics, Ltd

[+1 347 903 5896](tel:+13479035896) New York
[+7 921 860 0430](tel:+79218600430) SPB

ceo@oooacca.net

Skype: al.omax

Affiliates:

<http://acm-mab.autolehmann.us/> (CARS/MOTO/SALVAGE)

<http://hcck-mab.autolehmann.us/> (HEAVY EQUIPMENT)

<http://acca.autolehmann.us/> (HEAVY EQUIPMENT)

<http://mabmv.autolehmann.us/> (MOTO / ATV / JETSKI)

www.ooqacca.com (WAREHOUSE SBP - RUSSIA)

www.autolehmann.us GENERAL LOCATIONS

Exhibit C

to Declaration of Dimitry Alper

Alla Solovyeva

From: Alla Solovyeva [alla@mtlworld.com]
Sent: Monday, October 7, 2013 12:58 PM
To: 'Dimitry'
Subject: FW: FW: Loading to Kotka
Attachments: photo-3.jpg; IMG_7079.jpg; photo (12).JPG

Regards,

*Alla
Marine Transport Logistics
63 New Hook Road
Bayonne, New Jersey 07002
Phone (201) 858-8600 Ext 116
Fax (201) 308-8402*

www.MTLWORLD.com

From: CEO ACCA <ceo@oooacca.net>
Date: Wednesday, June 12, 2013 10:18 PM
To: Alex Solovyev <mtlworld@mtlworld.com>, <alla@mtlworld.com>
Subject: Loading to Kotka

Please Load

2010 Bobcat S185 VIN: A31938388 (include PALET FORK and SWEEPER see pictures in attach)
Consignee: Ilushik Valeriy, Kutysheva 55,49, Maloe Verevo, Sankt Peterburg, Russia 188354

2004 BOBCAT S205 VIN:530511404

Consignee: OOO ACCA LOGISTIC, Setevaia 13/7 Pushkin, Sankt Peterburg

--
Best regars

Maxim Ostrovskiy
MAVL Capital, Inc
ACCA Logistics, Ltd

+1 347 903 5896 New York

+7 921 860 0430 SPB

ceo@oooacca.net

Skype: al.omax

Affiliates:

<http://acm-mab.autolehmann.us/> (CARS/MOTO/SALVAGE)

<http://hcck-mab.autolehmann.us/> (HEAVY EQUIPMENT)

<http://acca.autolehmann.us/> (HEAVY EQUIPMENT)

<http://mabmv.autolehmann.us/> (MOTO / ATV / JETSKI)

www.oooacca.com (WAREHOUSE SBP - RUSSIA)

www.autolehmann.us GENERAL LOCATIONS







Exhibit D

to Declaration of Dimitry Alper

Alla Solovyeva

From: Anna [anna.v@mtlworld.com]
Sent: Monday, October 7, 2013 1:41 PM
To: 'Alla Solovyeva'
Subject: FW:

Best Regards,

Anna
Marine Transport Logistics
63 New Hook Road
Bayonne, New Jersey 07002
Phone (201) 858-8600 Ext 110
Fax (201) 603-2767
www.MTLWORLD.com

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.

Go Green! Please don't print this e-mail unless you REALLY, REALLY need to.

-----Original Message-----

From: Logistic Department [<mailto:1@oooacca.net>]
Sent: Monday, July 08, 2013 2:28 PM
To: anna@mtlworld.com
Subject:

VIN:BOBCAT
S 185-938388 15 000 \$
S 205-ne mogu naiti VIN,svyajites s Irinoi Polkovnik,ona v kurse. 10 200\$
S 250-912346 9500\$

Otpravitel Bobcat S 185,S 205,S 250 :
MAVL CAPITAL, INC
115E 57th Str, FL11
New York,NY 10022
3479035896

Poluchatel
Ooo Acca logistics
Setevaia 13/7
Pushkin, Sankt Petersburg
+79218600430-Maxim,+79110249888-Robert

Sidenia ot HAMER-200 \$
Otpravitel

MAVL capital, inc
115 E 57th street, FL11
New York, NY 10022
3479035896

Poluchatel
To:
Ostrovskiy Anatoliy
Arnold Str 2
Duesseldorf, Germany 40740
+495413504280
Trucking nomer ne mogu naiti<no Alex znaet, Prosledite,chtobi ix pogruzili na Bremerhaven,Germany

Exhibit E

to Declaration of Dimitry Alper



Marine Transport Logistic Inc

BILL OF LADING

2. EXPORTER (Principal or seller-licensee and address including ZIP Code) MAVL Capital, Inc 115E 57th Str, FL11 New York, NY 10022		5. DOCUMENT NUMBER 2536515355	5a. B/L NUMBER HBOL15488
ZIP CODE		6. EXPORT REFERENCES MBL: EO-22870	

3. CONSIGNED TO TO THE ORDER OF SHIPPER	7. FORWARDING AGENT (Name and address - references) Marine Transport Logistic Inc 63 NEW HOOK RD, BAYONNE, NJ 07002. USA
8. POINT (STATE) OF ORIGIN OR FTZ NUMBER	

4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) Albatros Europe Oy Satamantie 4 office 2115, Tel: +358443201263, Hamina 49460. FINLAND	9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS
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12. PRE-CARRIAGE BY	13. PLACE OF RECEIPT BY PRE-CARRIER
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14. EXPORTING CARRIER OOCL KUALA LUMPUR / 058E	15. PORT OF LOADING/EXPORT New York	10. LOADING PIER/TERMINAL
--	---	---------------------------

16. FOREIGN PORT OF UNLOADING (Vessel and air only) Kotka	17. PLACE OF DELIVERY BY ON-CARRIER	11. TYPE OF MOVE Vessel, Containerized	11a. CONTAINERIZED (Vessel only) Yes <input checked="" type="checkbox"/> No
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MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES in Schedule B detail (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
WR 86844	1 PCS	40 Ft. High Cube No.:OOLU9376830 Seal:7266972 BOBCAT S-250 VIN:530912346	2584.12 Kg "5697.00 Lb"	0.00 ft? "0.00 Vlb"
WR 83433	1 VEH	BOBCAT S205 VIN:530511404 AES ITN:X20130806042115	2018.94 Kg "4451.00 Lb"	0.00 ft? "0.00 Vlb"
2			4603.06 Kg 10148.00 lb	0.00 Vlb 0.00 ft?

Carrier has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act, 1984 as amended.
 DECLARED VALUE _____ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		
SUBJECT TO CORRECTION	PREPAID	COLLECT
GRAND TOTAL		

RECEIVED, by the Carrier as described on the reverse hereof (hereinafter called the Carrier) from the above name shipper, the goods, or package said to contain goods, hereinabove described, in aparent good order and condition unless otherwise noted hereon, to be held and transported subject to all written, typed printed or stamped provisions of this bill of lading, on this and on the reverse side hereof, to the port or place of discharge named above or so near thereunto as the ship can always safely get and leave always afloat at the stages and conditions of water and weather and there to be delivered or transhipped on payment of the charges

DATED AT Bayonne

By Marine Transport Logistics
SIGNED ON BEHALF OF THE CARRIER

July , 31 , 2013
MO. DAY YEAR

B/L No. **HBOL15488**

Combined Transport Bill of Lading

1. DEFINITIONS (a) "Carriage" means the whole or any part of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods covered by this Bill of Lading. (b) "COGSA" means the United States Carriage of Goods by Sea Act of April 16, 1936, 46 U.S.C. 30701. (c) "Container" includes any ISO standard container, trailer, transportable tank, flat rack, pallet type of transportation equipment, or other equipment, whether or not connected there in conformance with ISO standards used to consolidate Goods. (d) "Fresh" means all of the following relating to or in connection with the Goods: ocean freight and other charges provided by the Carrier's applicable tariff including but not limited to ad valorem charges, advance charges and less than full container load service charges, currency adjustment factor, bunker adjustment factor, merchant's war risk premium and extraordinary charges, a charges and costs arising as a result of changing the port of loading or discharge and related expenses arising or incurring under this Bill of Lading; additional freight or other charges including but not limited to reated freight and charges due to Merchant's misdescription of or failure to disclose additional Goods; dead freight; special freight for the carriage of special cargoes; and rearm freight if the Goods are returned for any reason. (e) "Defenses" means (a) all general, special, common-law, exemptions, defenses, and limitations no matter whether arising by law, by contract or otherwise, and no matter whether they bar, abate or diminish any recovery or relief against the Carrier. (g) "Goods" means the cargo accepted from the Merchant and includes any Container supplied by or on behalf of the Merchant. (h) "Hague Rules" means the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels, August 25, 1924 but does not mean the Hague-Visby Rules. (i) "Hague-Visby Rules" means the Hague Rules as modified by the Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels, February 23, 1968 and/or the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels, December 21, 1979. (j) "Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise. (k) "Merchant" includes, jointly and severally, the shipper, consignee, holder of the Bill of Lading, consignee, receiver of the Goods, any Person owning or chartering the vessel, and any other Person who, in writing, issues, signs, endorses, or issues acting on behalf of any such Person. (l) "Package" means (1) the container when the Goods are shipped in a Container; (2) the skid or pallet when Goods are shipped on a skid or pallet and stuffed into a Container and the Container is adjusted not to be the package for the purposes of the Carrier's limitation of liability; and (3) the individual item of Goods when the Goods are shipped not in a Container; (4) that shipping unit which contains the greatest quantity of the Goods and to which some packaging preparation for the transportation has been made which facilitates handling even though it does not conceal or completely enclose the Goods; and (5) the cradle or similar type of protective framework support by which the Goods are secured. This Clause does not apply to Goods shipped in bulk, and supersedes any inconsistent provision which may be printed, stamped or written elsewhere in this Bill of Lading. (m) "Person" includes any natural person, groups of people, business entities, and enterprises, however described, and all personnel of such business entities or enterprises such as owners, members, directors, officers, servants, employees, and agents. (n) "Port-to-Port" means when the port of loading, the port of discharge, the place of receipt, the place of delivery and neither the place of acceptance nor the final destination are stipulated in the boxes on the face hereof. (o) "Ship" includes the ocean-going vessel named in this Bill of Lading, any substituted vessel, feeder vessel, lighter, barge, craft, and other means of conveyance whatsoever which is used in the performance of this contract. (p) "Shipping Unit" means freight unit and the term "unit" as used in the Hague Rules, Hague-Visby Rules and COGSA. (q) "Subcontractors" includes agents and independent contractors (including the Ship, and Underlying Carrier whether acting as a carrier, bailee or otherwise), terminal operator, warehouseman, stevedores, watchman, managing agents and independent contractors whatsoever used or employed by the Carrier in connection with the performance of any or all Carrier's obligations under this Bill of Lading whether direct or indirect. (r) Through Bill of Lading means a Bill of Lading which covers through carriage. (s) Through Carriage means Carriage of the Goods under this Bill of Lading from the place of receipt from Merchant to place of delivery to Merchant by the Carrier and by one or more Underlying Carriers. (t) Underlying Carrier includes any sea, water, rail, motor, air or other carrier utilized by the Carrier for any part of the Carriage of the shipment covered by this Bill of Lading whether it be a Port-to-Port or Through Carriage.

2. CARRIER'S TARIFF The terms of the Carrier's applicable tariff are incorporated herein. A copy of the relevant provisions of the applicable tariff can be obtained from the Carrier's web site or by request from the Carrier or its agents upon payment of a reasonable charge, if any, set out in the Carrier's tariff. In any conflict between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail except that the applicable tariff shall govern as to freight charges.

3. MERCHANT'S WARRANTY The Merchant warrants and represents that in agreeing to the terms of this Bill of Lading, it is with the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage of the Goods covered by this Bill of Lading, and the Carrier shall be liable for all Persons referred to in this Clause. If it is adjudged that any Person or Subcontractor, as defined in Clauses 1(m) and 1(o) other than the Carrier is a carrier or bailee of the Goods, or is a Person whose services contribute to the Carriage of the Goods, or is under any responsibility with respect thereto, then all of the Carrier's defenses shall be available to each and every such Person and/or Subcontractor, and each and every such Person and/or Subcontractor shall be an intended beneficiary, regardless of whether there is direct privity of contract with the Carrier. Such Person or Subcontractor shall have no greater liability to the Merchant in respect of the Goods than the Carrier does. Nothing in this Bill shall relieve such Person from any liability to the Carrier. (b) On Port-to-Port shipments, where the Carrier contracts or arranges with one or more subcontractors for bonded cargo, storage or carriage, or for the port of loading, or for the port of discharge, or for the carriage, as the case may be, it does so solely as the Merchant's agent and the Carrier shall not be liable as carrier, bailee or otherwise for any loss, damage or delay in respect of the Goods while in the custody of such Subcontractors. The rights, limitations, defenses and exclusions from liabilities of such Subcontractors shall be paramount to the contract by which they undertake such cargo, storage or carriage and those contracts shall be binding on the Merchant; (d) On Port-to-Port shipments and Through Carriage movements, the Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefits of all rights, limitations, defenses and exclusions from liability of the Ship's Bill of Lading throughout the entire time that the Goods are in the actual custody of the Ship and Underlying Carrier. (e) The rights, limitations, defenses and exclusions from liability, are incorporated into this Bill of Lading by reference and shall be binding on the Merchant.

5. CLAUSE PARAMOUNT (a) Nothing in this Bill of Lading shall be construed as a surrender, waiver or reduction of all or any part of the Carrier's Defenses. The Carrier Defenses referred to in this Bill of Lading are cumulative; (b) The Carrier shall not be liable for any loss, damage, or delay to or in connection with the Goods unless the same occurred while in the custody of the Carrier or a Person or Subcontractor for whom the Carrier is responsible; (c) On all shipments to, from or through the United States, including Through Carriage, this Bill of Lading shall have effect subject to COGSA which shall be deemed incorporated herein; (d) If Clause 5(c) is inapplicable or unenforceable, this Bill of Lading shall be subject to (i) the Hague Rules or Hague-Visby Rules if and as mandatorily applicable in the country of shipment, and (ii) any legislation making those Rules compulsorily applicable to this Bill of Lading; (e) Clause 5(c) and (d) above are unenforceable or inapplicable, the Carrier shall be liable for any loss, damage or delay in respect of the Goods under Clauses 5(c), (d) and (e) shall be construed to increase the Carrier's liabilities and obligations under Clauses 4(c) and (d) above; (g) Except where Clause 5(c) below applies, the applicable liability regime (see Clauses 5(c), (d) and (e) herein) shall govern before the Goods are loaded onboard and after they are discharged from the custody of the Carrier throughout the time they are in the custody of the Carrier or a Person for whom the Carrier is responsible.

6. GENERAL LIMITATIONS (a) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use; (b) The Carrier shall in no circumstances be liable for indirect or consequential loss or damage arising from any cause whatsoever. Neither shall the Carrier be liable for any purely economic loss including but not limited to loss of profits or for punitive damages; (c) Where delay, loss or damage in respect of the Goods occurs while the Goods are in the custody of an Underlying Carrier or other Person referred to in Clauses 4(c) and (b) above, the Carrier's liability for same shall be no greater than that of such Underlying Carrier or Person under its own contract; (d) The Carrier shall be entitled to all of the Defenses available to such Underlying Carrier or Person; (e) The Carrier shall be entitled to all the Defenses provided in the International Convention on Limitation of Liability for Maritime Claims (London) 1976. Notwithstanding the foregoing, if local law makes the International Convention on Limitation of Liability for Maritime Claims (London) 1976 inapplicable, then said Convention will be applicable under this Bill of Lading. The Carrier shall also be entitled to the full benefit of all Defenses contained in any national law which shall be applicable; (e) The Carrier shall not be liable for any delay, loss or damage occurring by reason of fire, including that occurring before loading on or after discharge from the Ship or while the Goods are in the custody of the Underlying Carrier, unless such loss shall have been caused by the design or neglect or by the actual fault or privity of the Carrier. In any situation where such exemption from liability may not be permitted by law, the Carrier shall not be liable for any such delay, loss or damage by fire unless caused by its negligence or the negligence of a Person for whom it is responsible.

7. AMOUNT OF COMPENSATION AND LIMITATION OF LIABILITY (a) The limitations of liability provided for in this Bill of Lading shall apply unless the nature and value of the Goods have been declared, in writing, by the Merchant and in advance of the Carriage, inserted on the front of this Bill of Lading, in the space provided and in accordance with the applicable provisions hereof and set forth in the Carrier's tariff; (b) Without prejudice to the provisions set forth in the preceding paragraph, all claims for which the Carrier may be liable shall be adjusted and settled on the basis of the lower of: (i) the net invoice value of the Goods plus freight and insurance, or (ii) the sound fair market value of the Goods at the time and place of delivery. The Carrier shall not be liable for loss or damage to or in respect of the Goods in an amount exceeding US\$500.00 per Bill of Lading where: (i) the shipment evidenced by this Bill of Lading is port-to-port, and the Carrier has engaged inland care, storage or carriage on the Merchant's behalf; or (ii) the loss or damage occurs before loading on or after discharge from the Ship and no applicable law invalidates it; (c) For Carriage of Goods to or from U.S. ports, the Carrier shall not be liable for loss or damage to or in respect of the Goods in an amount exceeding US\$500.00 per package, or in the case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency. This limitation of liability

shall also apply where Clause 7(c) is inapplicable or unenforceable. The liability of the Carrier shall be exclusively determined pursuant to the COGSA. The provisions cited in COGSA including the US\$500.00 package limitation shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Ship; (e) If the foregoing Clause 7(d) is unenforceable, the Carrier shall in no event become liable for any loss or damage to the Goods in an amount exceeding that provided for in the applicable Hague Rules or Hague-Visby Rules or the limitation of the country in which recovery in respect of the Goods is sought; (f) If the foregoing Clauses 7(d) and 7(e) are inapplicable or unenforceable, the Carrier shall in no event be liable for any loss or damage to the Goods, whether or not the Goods have been packed into or consolidated into similar article(s) of transport such as vans, trailers, flat racks, portable tanks, pallets, skids, cradles or other such types of transportation equipment, but, by or on behalf of the Merchant, the number of such Container(s) or equipment shall on the face hereof shall be considered as the number of packages; (g) The Carrier shall be liable for the application of the limitation of liability provided herein; (h) When any claims are paid to the Merchant by the Carrier, the Carrier shall be subrogated to all rights of the Merchant against all others, including the Underlying Carrier.

8. NOTICE OF CLAIM AND TIME FOR SUIT (a) Unless notice of loss or damage and the general nature of same be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage is not apparent, within three consecutive days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. (b) Except as provided below, the Carrier shall be discharged from all liability in respect of loss of or damage to the Goods non-delivery, delay or any other loss or damage connected or related to the Carriage unless suit is brought within one year after delivery of the Goods or the time when the Goods should have been delivered. (c) Where delay, loss or damage to the Goods occurs in the custody of an Underlying Carrier or Subcontractor, the Carrier shall be discharged from all liability in respect of same unless: (i) all written notices (such as notice of loss and notice of claim) required by such Underlying Carrier or Subcontractor are provided to the Carrier by the Merchant in the form required by such Underlying Carrier or Subcontractor; and (ii) the Carrier or the Merchant has taken all reasonable steps to file suit with the Underlying Carrier or Subcontractor to meet the Underlying Carrier's or Subcontractor's deadlines for filing such notices; and (iii) suit is brought against the Carrier sufficiently early to enable the Carrier to sue the Underlying Carrier or Subcontractor within the time set out in its contract or by law. The requirements of all Underlying Carriers and Subcontractors are available upon request from the Carrier. (d) The Carrier shall have no obligation to volunteer or provide them except upon a timely request by the Merchant.

9. CARRIER'S DEFENSES The Carrier's Defenses shall apply in any action in respect of the Goods whether the action be brought in contract, tort or otherwise.

10. CONTAINER PACKED BY MERCHANT Where a Container has been filled, packed, stuffed or loaded by the Merchant, then: (a) The Merchant shall ensure that: (i) the manner in which the Container has been filled, packed, stuffed or loaded is proper and complies with all applicable legal and contractual requirements - the burden of ascertaining those requirements being upon the Merchant; and (ii) the contents of the Container(s) are suitable for the Carriage contracted for; and (iii) there is no unsuitable or defective condition of the Container. Clause 10(a)(iii) does not apply where: (a) the Container is supplied by the Carrier; (b) the unsuitable or defective condition arises from the Carrier's lack of due diligence in making the Container reasonably fit for the purpose for which it is required; and (c) the unsuitable or defective condition would not have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; and (d) there are no drugs, narcotics or other illegal substances or contraband within the Container or inside the Goods; (b) The Carrier shall not be responsible for any delay, loss or damage to the Goods arising out of the Merchant's failure in whole or in part to comply with Clause 10(a) above; (c) Anything in this Bill of Lading to the effect of "shipped on board" or "clean on board" shall be null and void insofar as it purports to make the Carrier liable for the loss or theft; (d) This Bill of Lading shall be subject to section 80113 of the U.S. Federal Bills of Lading Act, 49 U.S.C. (a.k.a the Pomeroy Act) which is incorporated herein; (e) The Carrier does not have facilities to weigh sealed Containers at the loading port and has neither inspected the contents nor weighed the Containers.

11. INSPECTION OF GOODS (a) The Carrier shall be entitled but under no obligation to open any Container at any time without notice to Merchant and to inspect the contents. If it appears that all or any of the Goods cannot be safely or properly carried further, either at all or without special stowage, lashing, securing, bracing, dunnage, or other special treatment, the Carrier or the Goods or any part thereof, the Carrier may abandon the Carriage and/or take any measures and/or incur any reasonable additional expense to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading; (b) If Clause 11(a) applies, the Carrier shall be liable for any loss or damage to the Goods which occurs after the opening, unpacking, inspection, remeasurement, revaluation or repacking. The Merchant shall indemnify the Carrier for the cost of all such measures taken above.

12. DESCRIPTION OF GOODS All statements in this Bill of Lading relating to the contents of the Containers, including marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value or any other particulars are as furnished by the Merchant. They are unknown to the Carrier which has not checked them and the Carrier accepts no liability in respect thereof. 13. MERCHANT'S RESPONSIBILITY (a) The Merchant warrants and represents to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct; (b) Containers, pallets or similar transportation equipment of Carriage supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere. The Merchant shall be liable, regardless of its lack of fault or negligence, for all delay, loss and damage sustained by such equipment in Carriage to the Carrier during the period such equipment has been interchanged or handed over to the Merchant.

14. FREIGHT AND CHARGES (a) The freight and charges have been calculated on the basis of the weight or measurement of the Goods as declared on the face hereof and shall be entitled to the production of the commercial invoice for the Goods or a true copy thereof and to inspect, weigh, reweigh, remeasure and revalue the Goods, and if the particulars are found by the Carrier to be incorrect due to the Merchant's error or misdescription or failure to disclose additional Goods, the Merchant shall: (i) pay the Carrier the correct freight and charges for the actual weight or measurement of the Goods actually in the Container and the costs incurred by the Carrier in establishing the correct particulars, freight and charges in accordance with the Carrier's tariff and this Bill of Lading; and (ii) pay the penalty or fine issued by governmental authorities as a result of such error or misdescription; (b) Any other charges, such as demurrage, light charges or in the classification herein of the Goods is subject to correction, and on correction the freight or charges are higher, the Carrier shall be entitled to the additional amount; (c) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, whether Ship or Underlying Carrier is lost, the Goods delayed, lost or damaged, or the voyage changed, broken up, frustrated or abandoned; (d) All freight and charges shall be paid in full without any offset, counterclaim or deduction; (e) Payment of ocean freight and charges to an intermediary, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

15. LIEN The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier: (a) Under this Bill of Lading; (b) Under any other contracts with the Merchant, including without limitation, any and all unpaid ocean freight or other sums payable to the Carrier; (c) Under any contracts with the Merchant which are performed by the Carrier for the Merchant; (d) For expenses incurred by the Carrier for the account of the Merchant, and for General Average and salvage contributions to whatsoever due; and (d) For the costs and attorneys' fees incurred in recovering any or all of the foregoing, and for all such purposes the Carrier shall have the right in its absolute discretion to dispose of the Goods and/or to sell the Goods by public auction or private sale without notice to the Merchant.

16. OPTIONAL STOWAGE (a) The Goods may be stowed by the Carrier in Containers or similar articles of Carriage used to consolidate Goods; (b) Goods stowed in Containers whether by the Carrier or the Merchant, may be carried on deck without notice to the Merchant. Goods stowed in any covered-in space or loaded in a Container carried on deck shall be deemed stowed under deck for all purposes, including General Average, COGSA, the Hague Rules, the Hague-Visby Rules and other compulsorily applicable legislation.

17. DECK CARGO Goods which are stated herein to be carried on deck, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by seaworthiness, negligence or otherwise.

18. SPECIAL CONTAINERS (a) Except as provided in below, the Carrier does not undertake to carry Goods that are or must be refrigerated, heated, insulated, or ventilated, or to carry any special Container(s) packed by or on behalf of the Merchant. Rather, the Carrier shall be liable for any loss or damage to or in respect of the Goods in an amount exceeding US\$500.00 per package, or in the case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency. This limitation of liability

carry the Goods in one or more special Containers, the Carrier shall not be responsible for control and care of the refrigeration units of such Container(s) when the Containers are not in the actual possession of the Carrier or a Person for whom it is responsible. The Carrier does not warrant or represent the good order or condition of the refrigerating or heating machinery and it shall not be liable for any latent defect in the refrigeration or heating machinery or for any loss or damage to or in respect of the Goods in an amount exceeding US\$500.00 per package, or in the case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency. The Carrier and the particular temperature range by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostat controls within the requested temperature range, and will exercise diligence to maintain such temperature plus or minus 3°C. (d) If the Goods received by the Carrier are refrigerated or heated Container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostat controls exactly. The Carrier shall not be liable for a loss or damage to the Goods arising out of or resulting from the Merchant's failure to do so.

19. RUST CONDENSATION, ETC. Superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading.

20. SPECIAL ARRANGEMENTS If the Merchant requires special arrangements for the Carriage of such Goods, then (a) the same must be requested in writing to the Carrier, (b) said arrangements must be noted on the face of this Bill of Lading, and (c) all special freight, as required, must be paid by the Merchant.

21. METHODS AND ROUTES OF CARRIAGE (a) The Carrier may at any time and without notice to the Merchant: (i) use any means of Carriage whatsoever; (ii) Transfer the Goods from one conveyance to another including trans-shipment or carrying the Goods on a ship other than the Ship named in this Bill of Lading; (iii) Proceed by any route, whether or not the nearest or most direct or customary or advertised route and proceed to or stay at any place or port whatsoever once or more often and in any order; (iv) Load and unload the Goods at any place or port (whether or not any such port is named overleaf as the port of loading or port of discharge) and store the Goods at any such place or port; and (v) Comply with any orders or requirements given by any government or authority or anyone purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; (b) The liberties set out in Clause 21(a) above may be invoked by the Carrier for any purpose whatsoever including unloading, repairs, towing or being towed, adjusting instruments, dunnage and assisting vessels in all situations, and anything done in accordance with Clause 21(a) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

22. MATTERS AFFECTING PERFORMANCE If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable diligence, the Carrier (whether or not the Carriage is commenced) may without notice to the Merchant treat its performance under this Bill of Lading as terminated and may dispose of the Goods or any part thereof at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

23. WAR RISK EXPENSES The Carrier may at any time and without prior notice to the Merchant impose surcharges to cover all extra expenses (including but not limited to extra insurance premiums and costs of diversion) incurred by the Carrier as a result of the outbreak of war, hostilities, war-like operations, terrorism, civil war, civil commotion, blockade, piracy or revolts, or circumstances of whether the Ship sailed or not sailed or in accordance with the time the expenses are incurred.

24. DANGEROUS GOODS (a) The Merchant will not tender any Goods which are or may become inflammable, explosive or dangerous in nature without first giving advance written notice of the nature and character of the Goods to the Carrier. The Merchant shall comply with all laws and other requirements however described relating to the packing and shipment of such Goods; (b) Such Goods may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation to the Merchant, and if the Merchant has not given notice of their nature and character to the Carrier, the Carrier shall have no liability to make any General Average contribution in respect of such Goods.

25. REGULATIONS RELATING TO GOODS The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay the cost of compliance with such regulations or requirements, and shall indemnify the Carrier in respect thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods and shall indemnify the Carrier in respect thereof.

26. NOTIFICATION AND DELIVERY (a) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Merchant and the Carrier's failure to give such notice shall not give rise to any liability by the Carrier nor relieve the Merchant of any obligation hereunder; (b) The Merchant shall take delivery of the Goods within the time provided in the Carrier's applicable tariff, failing which the Merchant shall pay demurrage charges as the tariff stipulates in the Carrier's applicable tariff; (c) If the Merchant fails to take delivery of all or any part of the Goods by the expiration of the tariff's prescribed free time, such Goods shall be deemed to have been delivered to the Merchant and the Carrier may, with or without notice, but subject to its lien, store or warehouse the undelivered Goods at the sole risk and expense of the Merchant. Whereupon, the liability of the Carrier in respect of the undelivered Goods shall cease. The Carrier shall have a lien for all expenses incurred; (d) Notwithstanding any to the contrary herein, where in accordance with local law, all import cargo is discharged into the custody of a port authority or customs authority or other agency which is solely responsible for the correct release of the cargo to the rightful consignee or cargo receiver, then the Carrier shall not be liable in the event of an incorrect release of the cargo by such authority or agency; (e) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstance whatsoever and howsoever arising be liable for any loss, damage or delay to or in connection with the Goods, whether or not notwithstanding the foregoing the Carrier is held responsible for the consequences of any delay, the Carrier's liability is limited to an amount equal to two (2) times the freight charged Merchant under this Bill of Lading.

27. BOTH-TO-BLAME COLLISION The Both to Blame clause published by the Baltic and International Maritime Council (BIMCO) is incorporated herein.

28. GENERAL AVERAGE (a) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules 1994 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection; (b) Notwithstanding Clause 28(a) above, the Merchant shall indemnify, defend and hold the Carrier harmless from any claim, and any expenses resulting therefrom, of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection; (c) The Carrier is not obligated to take any steps to collect security for General Average contributions due to the Merchant.

29. VARIATION OF THE CONTRACT No waiver or variation of any term or condition of this Bill of Lading shall be effective against the Carrier unless made in writing and signed by someone with actual authority to do so on the Carrier's behalf.

30. TORT OR CONTRACT The Carrier's Defenses shall apply irrespective of whether the claims against it are based in tort, contract or otherwise, or whether the Carrier acted as a carrier, a bailee or otherwise.

31. INDEMNITY (a) The Merchant shall indemnify, defend and hold the Carrier harmless from all consequences of (i) failure by the Merchant to comply with any provision of this Bill of Lading, any applicable tariff, circular or contract, and/or any applicable provision of law, and/or (ii) breach or failure of any of the Merchant's representations or warranties, the Merchant's obligation to do so shall not be defeated or reduced by any negligence on the part of or attributable to the Carrier; (b) The Merchant shall reimburse the Carrier for (i) all disbursements, expenses and amounts paid or incurred in connection with the Carriage of the Goods, and (ii) all expenses, costs and fees, including attorneys' fees, incurred in collecting any amounts due the Carrier or as a result of the Merchant's breach of contract, breach of warranty, misrepresentation, or failure to fulfill the terms and conditions of this Bill of Lading.

32. LAW AND JURISDICTION (a) With the exception of Clause 4 (d) above in respect to the Carrier being entitled to inter alia, the Ship's Bill of Lading and jurisdictional clause, all claims against the Carrier in connection with this Bill of Lading shall be brought and heard exclusively in the U.S. District Court for the Southern District of New York, or if that court lacks jurisdiction over the case, in a court of competent jurisdiction in New York, to the exclusion of any other forum; (b) On all claims by the Carrier, the Merchant consents to the jurisdiction of the U.S. District Court for the Southern District of New York or to a court of competent jurisdiction in New York; (c) Except as otherwise provided herein, this Bill of Lading shall be governed and construed in accordance with the laws of New York.

Exhibit F

to Declaration of Dimitry Alper



Marine Transport Logistic Inc
 63 Hook Road
 Bayonne, NJ. 07002
 USA

201-858-8600

Invoice

Reference #
HBOL15488

Date	Due Date	Number
Aug/19/2013	Aug/26/2013	27764

Bill to
MAVL Capital, Inc
 115E 57th Str, FL11
 New York, NY 10022.

Shipper: MAVL Capital, Inc
 Consignee: TO THE ORDER OF SHIPPER
 Origin/Destination: NYC / KTK
 Entry Date: Jul/31/2013
 Carrier: ORIENT OVERSEAS CONTAINER LIN
 AWB / BL No.: EO-22870
 House Way Bill: HBOL15488
 Pieces / Weight: 2 / 10148.00 lb
 Booking Number: 2536515355
 Desc. of Goods: BOBCAT S-250
 Container No.: OOLU9376830

Year	Make	Model	VIN
	BOBCAT	S-250	530912346
	BOBCAT	S205	530511404

Notes

Description of Charges	Quantity	Price	Amount
Ocean Freight Service (v#912346/511404)	2.00	800.00	1600.00

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 ► 1600.00

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 Name: **MAVL Capital, Inc**

Invoice #: **27764** File #: **HBOL15488**

Invoice Date: Aug/19/2013
 Container Number: OOLU9376830
 Origin: NYC
 Destination: KTK
 Amount: USD 1600.00

Year	Make	Model	VIN
	BOBCAT	S-250	530912346
	BOBCAT	S205	530511404

Exhibit G

to Declaration of Dimitry Alper



Marine Transport Logistic Inc

BILL OF LADING

2. EXPORTER (Principal or seller-licensee and address including ZIP Code) CAR EXPRESS AND IMPORT INC 333 AVE X 2ND FL, Tel: 2018588600, BROOKLYN, NY 11223. UNITED STATES OF AMERICA ZIP CODE		5. DOCUMENT NUMBER 2535983081	5a. B/L NUMBER HBOL15161
		6. EXPORT REFERENCES MBL: EO-22396	

3. CONSIGNED TO TO THE ORDER OF SHIPPER	7. FORWARDING AGENT (Name and address - references) Marine Transport Logistic Inc 63 NEW HOOK RD, BAYONNE, NJ 07002. USA
	8. POINT (STATE) OF ORIGIN OR FTZ NUMBER

4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) Albatros Europe Oy Satamantie 4 office 2115, Tel: +358443201263, Hamina 49460. FINLAND	9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS
--	---

12. PRE-CARRIAGE BY	13. PLACE OF RECEIPT BY PRE-CARRIER
---------------------	-------------------------------------

14. EXPORTING CARRIER OOCL KAOHSIUNG / 057E	15. PORT OF LOADING/EXPORT New York	10. LOADING PIER/TERMINAL
---	---	---------------------------

16. FOREIGN PORT OF UNLOADING (Vessel and air only) Kotka	17. PLACE OF DELIVERY BY ON-CARRIER	11. TYPE OF MOVE Vessel, Containerized	11a. CONTAINERIZED (Vessel only) Yes <input checked="" type="checkbox"/> No
---	-------------------------------------	--	--

MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES <i>in Schedule B detail</i> (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
WR 86002	1 VEH	40 Ft. High Cube No.:OOLU9383248 Seal:7266863 BOBCAT S185 , VIN# A3L938388 FORKS FOR 2010 BOBCAT S 185 BUCKET FOR 2010 BOBCAT S185 BATTERIES HAVE BEEN DISCONNECTED AND FUEL TANKS HAVE BEEN	1863.00 Kg	
	1			

Carrier has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act, 1984 as amended.
 DECLARED VALUE READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		
SUBJECT TO CORRECTION	PREPAID	COLLECT
GRAND TOTAL		

RECEIVED, by the Carrier as described on the reverse hereof (hereinafter called the Carrier) from the above name shipper, the goods, or package said to contain goods, hereinabove described, in aparent good order and condition unless otherwise noted hereon, to be held and transported subject to all written, typed printed or stamped provisions of this bill of lading, on this and on the reverse side hereof, to the port or place of discharge named above or so near thereunto as the ship can always safely get and leave always afloat at the stages and conditions of water and weather and there to be delivered or transhipped on payment of the charges

DATED AT Bayonne
 By Marine Transport Logistics
 SIGNED ON BEHALF OF THE CARRIER

July 11 2013
 MO. DAY YEAR

B/L No.
HBOL15161

Exhibit H
to Declaration of Dimitry Alper

Marine Transport Logistic Inc



63 Hook Road
Bayonne, NJ. 07002
USA

201-858-8600

Invoice

Reference #
HBOL15161

Date	Due Date	Number
Aug/08/2013	Aug/15/2013	27382

Bill to MAVL Capital, Inc 115E 57th Str, FL11 New York, NY 10022.	Shipper: CAR EXPRESS AND IMPORT INC Consignee: TO THE ORDER OF SHIPPER Origin/Destination: NYC / KTK Entry Date: Jul/11/2013 Carrier: ORIENT OVERSEAS CONTAINER LII AWB / BL No.: EO-22396 House Way Bill: HBOL15161 Pieces / Weight: 1 / 4108.00 lb Booking Number: 2535983081 Desc. of Goods: BOBCAT S 185
---	---

Year	Make	Model	VIN	Notes
	BOBCAT	S 185	A3L938388	

Description of Charges	Quantity	Price	Amount
Ocean Freight Service	1.00	750.00	750.00

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 **750.00**

PLEASE PAY THIS AMOUNT

RETURN PORTION

To Ensure Proper Credit, Please Return This Portion With Payment

Payment Instruction

For INTERNATIONAL Wire Transfers:	For DOMESTIC Wire Transfers:
HSBC BANK 89 RIVER DRIVE SOUTH JERSEY CITY, NJ 07310	TD BANK 1701 ROUTE 70 EAST CHERRY HILL, NJ 08034
ROUTING: 021001088 SWIFT: MRMDUS33	ROUTING: 026013673 SWIFT: CBNAUS33
Contact office for account information	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 Name **MAVL Capital, Inc**

Invoice #: **27382**

File #: **HBOL15161**

Invoice Date: Aug/08/2013
 Container Number:
 Origin: NYC
 Destination: KTK
 Amount: USD 750.00

Year	Make	Model	VIN
	BOBCAT	S 185	A3L938388

Exhibit I
to Declaration of Dimitry Alper

Exhibit J

to Declaration of Dimitry Alper

Marine Transport Logistic Inc

63 Hook Road
 Bayonne, NJ. 07002
 USA



201-858-8600

Invoice

Reference #
HBOL15168
Number
27343

Bill to
MAVL Capital, Inc

Date	Due Date	Number
Aug/06/2013	Aug/13/2013	27343
Shipper: MAVL CAPITAL Consignee: Origin/Destination: NYC / BRV Entry Date: Jul/15/2013 Carrier: HYUNDAI MERCHANT MARINE (AME) AWB / BL No.: EO-22456 House Way Bill: HBOL15168 Pieces / Weight: 1 / 150.00 lb Booking Number: NYNY440126 Desc. of Goods: 2 CHAIRS Container No.: CAIU8033698		

Year	Make	Model	VIN	Notes

Description of Charges	Quantity	Price	Amount
Ocean Freight Service	1.00	250.00	250.00
Storage Fee	1.00	310.00	310.00
Inland Freight	4.00	150.00	600.00

TERMS AND CONDITIONS:
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USD ► 1160.00

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 MAILING ADDRESS Marine Transport Logistics 63 New Hook Rd Bayonne, NJ 07002 Make all checks payable to - Marine Transport Logistics Office: 201.858.8600 Fax: 201.858.8607	For DOMESTIC Wire Transfers: TD BANK 1701 ROUTE 70 EAST CHERRY HILL, NJ 08034 ROUTING: 026013673 SWIFT: CBNAUS33 Contact office for account information For ACH PAYMENTS: Contact Office for account information

Customer Name: MAVL Capital, Inc
 Invoice #: 27343 File #: HBOL15168
 Invoice Date: Aug/06/2013
 Container Number: CAIU8033698
 Origin: NYC
 Destination: BRV
 Amount: USD 1160.00

Year	Make	Model	VIN

Exhibit K
to Declaration of Dimitry Alper



Marine Transport Logistic Inc
 63 Hook Road
 Bayonne, NJ. 07002
 USA

201-858-8600

Invoice

Reference #
77853

Date	Due Date	Number
Feb/21/2013	Feb/28/2013	20059

Bill to MAVL Capital, Inc	Document Number: 77853 Shipper: OSTROVSKIY MAXIM Consignee: Entry Date: Feb/13/2013 Origin/Destination: NYC / Carrier: Pieces / Weight: 1 / 3082.00 lb
-------------------------------------	--

Year	Make	Model	VIN	Notes
2012	Volkswagen	Jetta	3VWDP7AJ3CM348564	v#348564

Description of Charges	Quantity	Price	Amount
Purchases (v#348564)	1.00	1004.00	1004.00
Inland Freight (v#348564 Carteret, NJ-Brooklyn-Bayonne, NJ)	1.00	200.00	200.00
Storage Fee (v#348564 @ IAAI)	1.00	100.00	100.00
Interest (\$1304X0.30X187/365)	1.00	200.00	200.00

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 **▶** 1504.00
PLEASE PAY THIS AMOUNT

 To Ensure Proper Credit, Please Return This Portion With Payment

RETURN PORTION

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 Make all checks payable to - Marine Transport Logistics Office: 201.858.8600 Fax: 201.858.8607	For ACH PAYMENTS: Contact Office for account information

Customer Name: MAVL Capital, Inc

Invoice #: **20059** File #: **77853**

Invoice Date: Feb/21/2013
 Container Number:
 Origin: NYC
 Destination:
 Amount: USD 1504.00

Year	Make	Model	VIN
2012	Volkswagen	Jetta	3VWDP7AJ3CM348564

Exhibit L

to Declaration of Dimitry Alper



Marine Transport Logistic Inc
 63 Hook Road
 Bayonne, NJ. 07002
 USA

201-858-8600

Invoice

Reference #	84899
Number	27702

Date	Aug/16/2013
Due Date	Aug/26/2013

Bill to
 MAVL Capital, Inc

Document Number: 84899
 Shipper: OSTROVSKIY MAXIM
 Consignee:
 Entry Date: May/16/2013
 Origin/Destination: NYC /
 Carrier:
 Pieces / Weight: 1 / 0.00 lb

Year	Make	Model	VIN	Notes
2004	VOLVO	VNL	4V4NC9TG34N355476	

Description of Charges	Quantity	Price	Amount
Storage Fee (From 05.16.13 to 08.26.13 (103 days X \$45))	103.00	45.00	4635.00
Purchases	1.00	8990.00	8990.00
Inland Freight	1.00	1950.00	1950.00
Interest (\$10940 X 30% X 103/365 DAYS)	1.00	926.00	926.00

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 ► 16501.00

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 Name: MAVL Capital, Inc

Invoice #: 27702 File #: 84899

Invoice Date: Aug/16/2013
 Container Number:
 Origin: NYC
 Destination:
 Amount: USD 16501.00

Year	Make	Model	VIN
2004	VOLVO	VNL	4V4NC9TG34N355476

APPENDIX “E”

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

13 Civ. 07110 (SLT)(RLM)

Plaintiffs,

**DECLARATION OF
ALEKSANDR SOLOVYEV**

- 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.

I, ALEKSANDR SOLOVYEV, hereby declare under penalty of perjury that
the following is true and correct:

1. I am the sole principal and officer of Royal Finance Group, Inc. (“Royal Finance Group”) and have been since 2012.
2. I am also the sole principal and officer of Car Express & Import, Inc. (“Car Express”) and have been since 2007.
3. I am fully familiar with the facts and circumstances of this case and make this declaration on personal knowledge.

4. Royal Finance Group is a Florida corporation that offers financing for the purchase of cars. Royal Finance Group advances the purchase price, either in full or in part, and charges a 2.5% monthly financing fee on the balance financed by Royal Finance Group.
5. Car Express is a New York corporation and is a licensed car purchaser/dealer.
6. As a car purchaser/dealer, Car Express primarily purchases used and salvage cars, automobiles, and other vehicles (collectively "cars") from auctions and dealerships at the request of Car Express' buyers.
7. Car Express charges its buyer a commission for its services, plus, when applicable, delivery charges and other related costs. Related costs can include arranging for the transporting of the car(s) from the auction site to the buyer's designated warehouse or repair costs to put a salvage/damaged car(s) in "saleable" condition.
8. Car Express does not finance any of the car purchases or advance any of the payment for the car purchases. The purchase monies are paid to Car Express in advance by Car Express' buyer or by finance companies.
9. Because many of Car Express' buyers export the car(s) from the U.S. to overseas destinations, Car Express has a mutual referral arrangement with Marine Transport Logistics, Inc. ("MTL"). MTL is a Federal Maritime Commission licensed Non-Vessel Operating Common Carrier.

10. As part of the mutual referral arrangement, Car Express refers its buyers to MTL for the ocean and intermodal transportation of the car(s). In turn, MTL refers its shippers that are in need of inland car transportation and/or delivery services to Car Express.

11. I have known Maxim Ostrovskiy since December 2012.

12. The cars, vehicles, and shipments at issue as alleged by Plaintiffs are discussed below.

The 2006 Mercedes SL65 (VIN # 3072)

13. Car Express and Royal Finance Group were not involved with the 2006 Mercedes SL65.

The 2004 Bobcat S205 (VIN # 1404)

14. On April 16, 2013 Plaintiffs emailed Car Express from their ceospb@mtlworld.com email account to request that Car Express pick up the Bobcat S205 from A Division of Lift, Inc. in Ephrata, Pennsylvania. A copy of Plaintiffs' April 16, 2013 email is attached as **Exhibit A** hereto.

15. On June 11, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account asking if the 2004 Bobcat S205 and 2010 Bobcat S185 could be loaded into a container to Finland. In response, I requested that Ostrovskiy provide the VIN #s for the two Bobcats. A copy of Plaintiffs' June 11, 2013 email is attached as **Exhibit B** hereto.

16. On June 12, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account to provide the VIN numbers for the 2004 Bobcat S205 and 2010 Bobcat S185 and to request that MTL “Please Load” (1) the 2004 Bobcat S205 with the Consignee designated as “OOO ACCA LOGISTIC” in St. Petersburg, and (2) the 2010 Bobcat S185 with the consignee designated as Illushik Valeriy in St. Petersburg. A copy of Plaintiffs’ June 12, 2013 email is attached as **Exhibit C** hereto.

The 2006 Bobcat S250 (VIN # 2346)

17. Car Express and Royal Finance Group were not involved with the Bobcat S250.

The 2010 Bobcat S185 (VIN # 8388)

18. On June 11, 2013 Plaintiffs emailed Car Express and MTL from their ceo@oooacca.net email account asking if the 2004 Bobcat S205 and 2010 Bobcat S185 could be loaded into a container to Finland. In response, I requested that Ostrosvkiy provide the VIN #s for the two Bobcats. A copy of Plaintiffs’ June 11, 2013 email is attached as **Exhibit B** hereto.

The 2011 Porsche Panamera (VIN # 7399)

19. Car Express purchased the Porsche Panamera for \$41,940 on or about April 18, 2013 at Plaintiffs’ request with financing provided by Royal Finance Group.

20. Royal Finance Group issued its Invoice no. 1172MO on or about April 20, 2013 to Plaintiffs. A copy of Invoice no. 1172MO was attached by Plaintiffs to their Complaint as "Exhibit H", but is attached again for convenience as **Exhibit D** hereto.
21. As part of the financing agreement, Plaintiffs was required to pay a 2.5% monthly finance fee to Royal Finance Group on the remaining balance, until the balance was paid in full.
22. To date, Invoice no. 1172MO remains unpaid.

The Hummer Seats

23. Car Express and Royal Finance Group were not involved with the 2 Hummer seats.

The 3 Harley Davidson motorcycles

24. On or about June 7, 2013 Car Express purchased a 2004 Harley Davidson FXD1 (VIN # 7346) at Plaintiffs' request.
25. On or about July 8, 2013 Car Express purchased a 2000 Harley Davidson XL883 (VIN # 3838) at Plaintiffs' request.
26. On or about July 29, 2013 Car Express purchased a 2007 Harley Davidson FXD (VIN # 1645) at Plaintiffs' request.
27. Pursuant to the agreement between Car Express and Plaintiffs, Car Express sent the original titles for all 3 Harley Davidson motorcycles to

MTL so that MTL could arrange the ocean carriage for the 3 Harley Davidson motorcycles

The 2010 Mercedes GL (VIN # 2062) and 2012 Mercedes ML (VIN # 8732)

28. On April 18, 2013 Plaintiffs emailed me confirming the outstanding invoices nos. 1162MO, 1161MO, 1160MO, and 1159MO from Royal Finance Group. A copy of the April 18, 2013 email is attached as **Exhibit E** hereto
29. In that same email, Plaintiffs requested that Royal Finance Group send him invoices for a Mercedes GL350 to Novoriskyk and a Mercedes ML350 to Kotka.
30. Subsequently, Royal Finance Group sent Plaintiffs Invoice no. 1170MO for the Mercedes GL350 and Invoice no. 1173MO for the Mercedes ML350. The two Royal Finance Group invoices were sent to Ostrovskiy on or about April 20, 2013. A copy of Invoice no. 1170MO and no. 1173MO were attached to Plaintiffs' Complaint as "Exhibit Q", but are attached again for convenience as **Exhibit F** hereto.
31. Royal Finance Group has never tried to collect on either Invoice no. 1170MO or 1173MO.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
February 28, 2014


ALEKSANDR SOLOVYEV

Exhibit A

to Declaration of Aleksandr Solovyev

Alla Solovyeva

From: Alex Solovyev [mtlworld@mtlworld.com]
Sent: Tuesday, April 16, 2013 9:42 PM
To: Maxim Ostrovski; Alla Solovyev
Subject: Re: rented bobcat s205

ok

Aleksandr Solovyev
Car Express & Import Inc
As an agent for Marine Transport
63 New Hook Road,
Bayonne, NJ 07002
Tel: 201-858-8600 Ext: 117
Fax: 201-858-8607
Cell: 646-725-1335
Skype: aleksandr.solovyev

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 adjustments 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.

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

Go Green! Please don't print this e-mail unless you REALLY, REALLY need to.

From: Maxim Ostrovski <ceospb@mtlworld.com>
Date: Tuesday, April 16, 2013 9:31 PM
To: Alla Solovyev <alla@mtlworld.com>, Alex Solovyev <mtlworld@mtlworld.com>
Subject: rented bobcat s205

Pick up:
A Division of Lift, Inc
4122 Oregon Ave,
Ephrata, PA 17522
717 808 8450
Stephen

need to tell that Bobcat will delivered to my store in Philadelphia:
9413 Bustelton Ave
Philadelphia, PA 19115

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Maxim O.

OOO "ACCA"

www.mtlworld.com

www.oooacca.com

www.autolehmann.us

+1 347 903 5896

+7 981 192 5714

Skype" ALOMAX

Email: ceospb@mtlworld.com

Exhibit B

to Declaration of Aleksandr Solovyev

Alla Solovyeva

From: Alex Solovyev [mtlworld@mtlworld.com]
Sent: Monday, October 7, 2013 12:31 PM
To: Alla Solovyev
Subject: Re: Loading Bobcats

On Tue, Jun 11, 2013 at 5:08 PM, Alex Solovyev <mtlworld@mtlworld.com> wrote:
GIVE ME VIN #?

--

Aleksandr Solovyev
Car Express & Import Inc
As an agent for Marine Transport
63 New Hook Road,
Bayonne, NJ 07002
Tel: 201-858-8600 Ext: 117
Fax: 201-603-2772
Cell: 646-725-1335
Skype: aleksandr.solovyev

From: CEO ACCA <ceo@oooacca.net>
Date: Tuesday, June 11, 2013 4:55 PM
To: Alex Solovyev <mtlworld@mtlworld.com>, <alla@mtlworld.com>
Subject: Loading Bobcats

Can we load in to container 2004 BOBCAT S205 and 2010 BOBCAT S185 to Finland?

--

Best regards

Maxim Ostrovskiy
MAVL Capital, Inc
ACCA Logistics, Ltd

+1 347 903 5896 New York

+7 921 860 0430 SPB

ceo@oooacca.net

Skype: al.omax

Affiliates:

<http://acm.mab.autolehmann.us/> (CARS/MOTO/SALVAGE)

Exhibit C

to Declaration of Aleksandr Solovyev

Alla Solovyeva

From: Alla Solovyeva [alla@mtlworld.com]
Sent: Monday, October 7, 2013 12:58 PM
To: 'Dimitry'
Subject: FW: FW: Loading to Kotka
Attachments: photo-3.jpg; IMG_7079.jpg; photo (12) JPG

Regards,

*Alla
Marine Transport Logistics
63 New Hook Road
Bayonne, New Jersey 07002
Phone (201) 858-8600 Ext 116
Fax (201) 308-8402*

www.MTLWORLD.com

From: CEO ACCA <ceo@oooacca.net>
Date: Wednesday, June 12, 2013 10:18 PM
To: Alex Solovyev <mtlworld@mtlworld.com>, <alla@mtlworld.com>
Subject: Loading to Kotka

Please Load

2010 Bobcat S185 VIN: A3L938388 (include PALET FORK and SWEEPER see pictures in attach)
Consignee: Ilushik Valeriy, Kutysheva 55,49, Maloe Verevo, Sankt Peterburg, Russia 188354

2004 BOBCAT S205 VIN:530511404

Consignee: OOO ACCA LOGISTIC, Setevaia 13/7 Pushkin, Sankt Peterburg

Best regards

Maxim Ostrovskiy
MAVL Capital, Inc
ACCA Logistics, Ltd

+1 347 903 5896 New York

+7 921 860 0430 SPB

ceo@oooacca.net

Skype: al.omax

Affiliates:

<http://acm-mab.autolehmann.us/> (CARS/MOTO/SALVAGE)

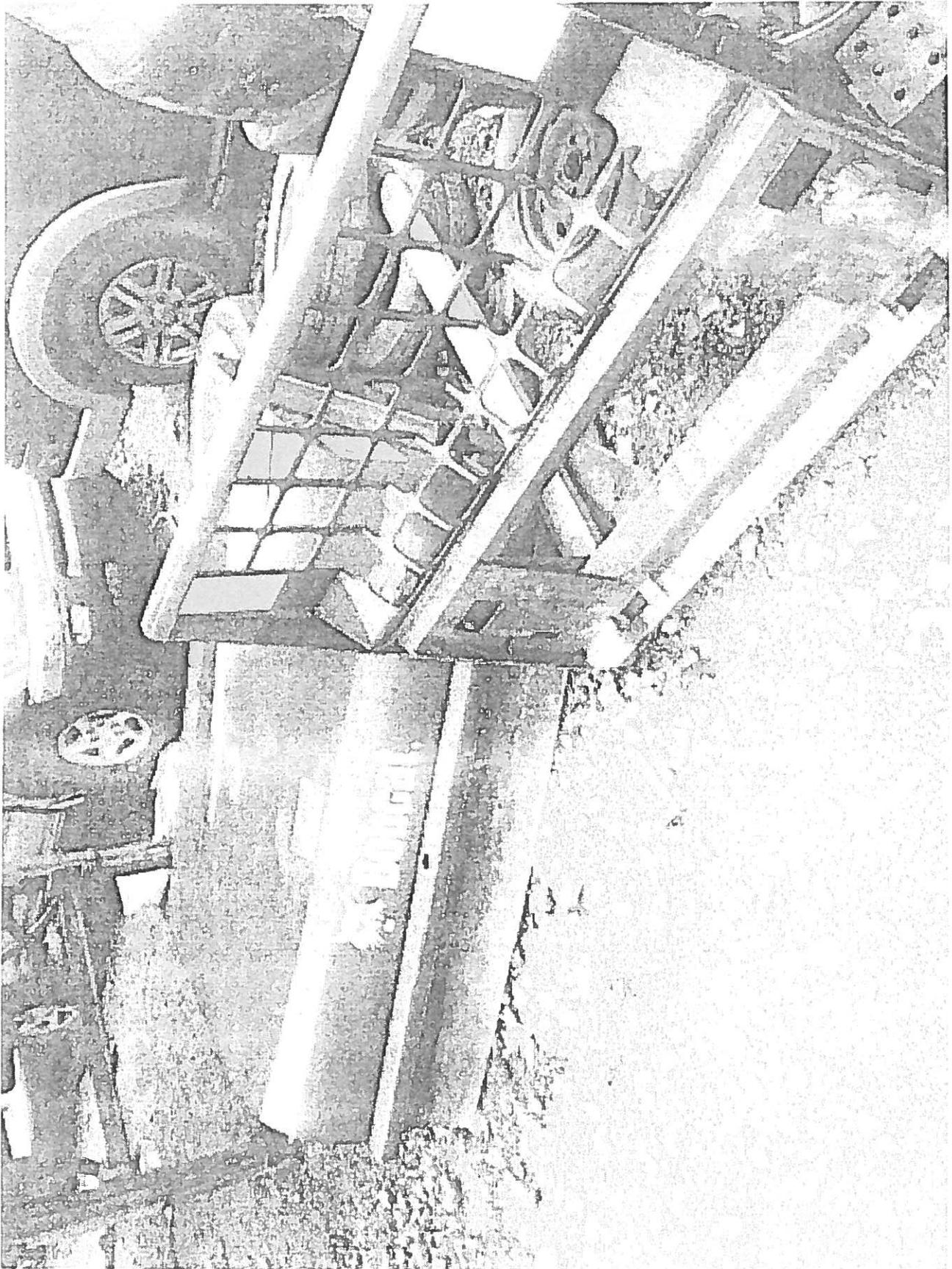
<http://hcck-mab.autolehmann.us/> (HEAVY EQUIPMENT)

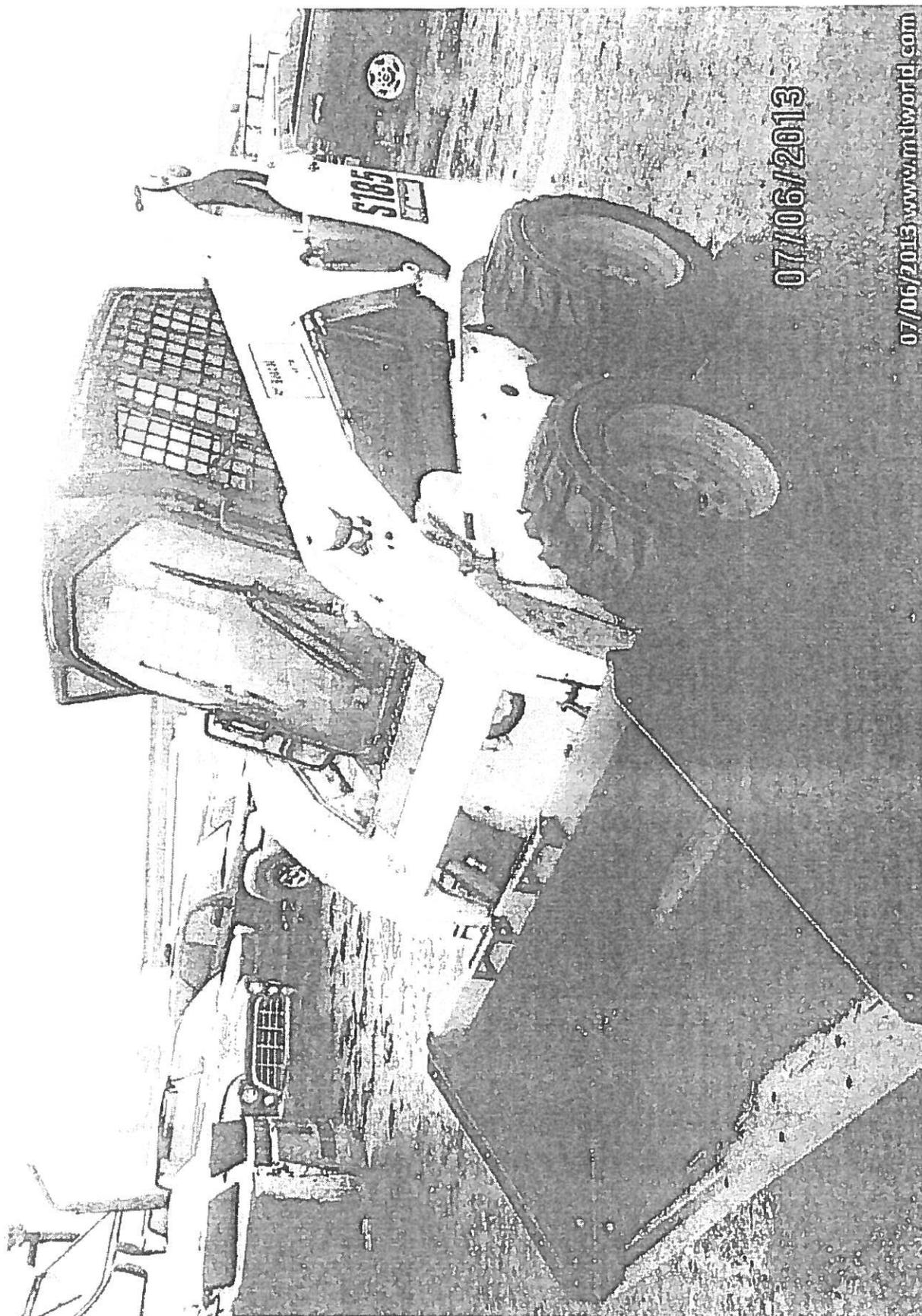
<http://acca.autolehmann.us/> (HEAVY EQUIPMENT)

<http://mabmv.autolehmann.us/> (MOTO / ATV / JETSKI)

www.oooacca.com (WAREHOUSE SBP - RUSSIA)

www.autolehmann.us GENERAL LOCATIONS





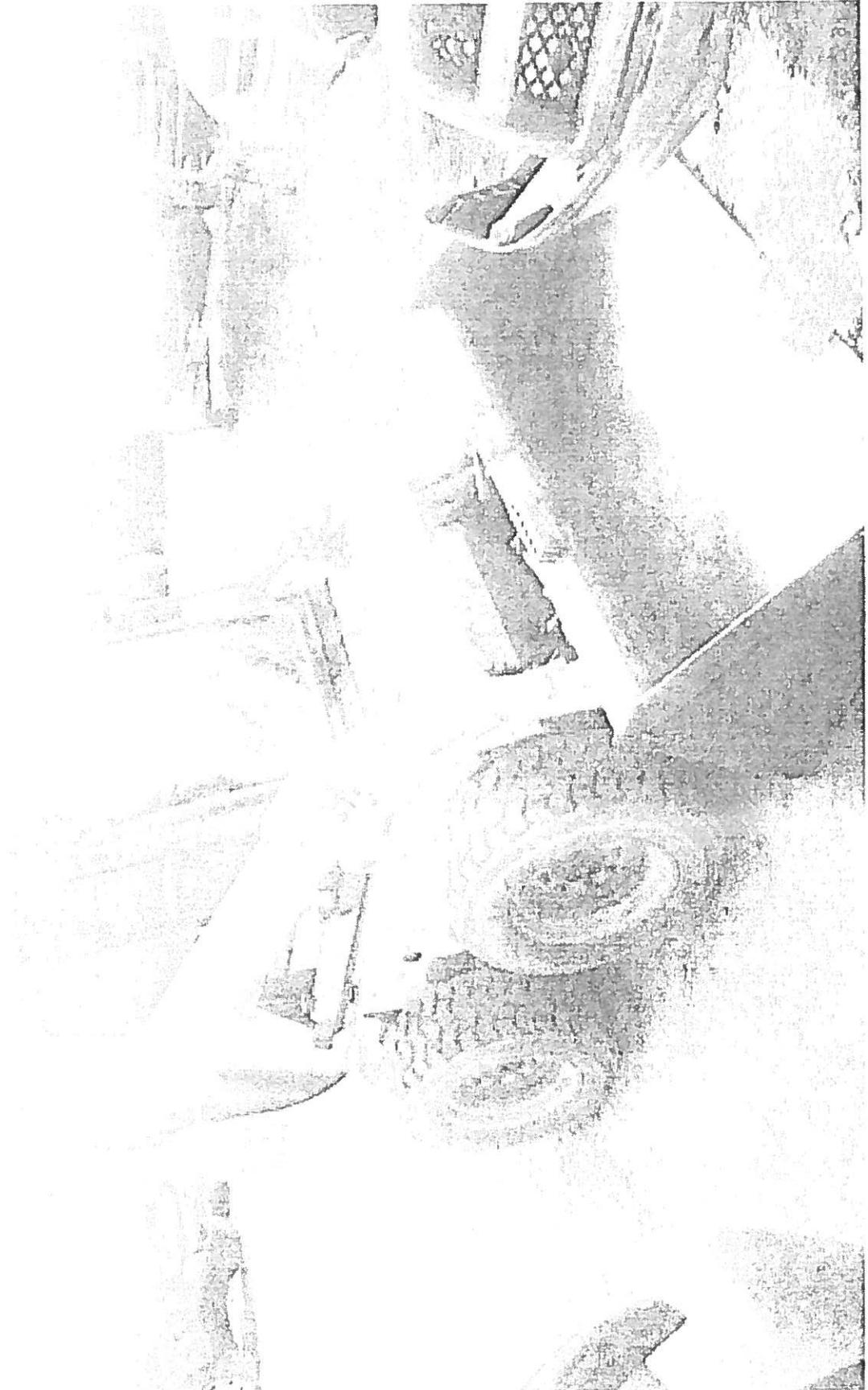


Exhibit D

to Declaration of Aleksandr Solovyev

Royal Finance Group, Inc

1040 Seminole Dr., Apt.1460
Fort Lauderdale, Florida 33304
Tel: 646.725.1335

04/20/2013

INVOICE # 1172MO

TO :
MAVL Capital, INC
115E 57th Str, FL11
New York, NY 10022
3479035896
Tax id: 680676853

Description of services:

2011 PORSCHE PANAMERA IAAI

VIN# WP0AA2A75BL017399

CAR COST : \$35,379

DELIVERY: \$ 950

SHIPPING TO KOTKA: \$ 700

COMMISSION : \$ 3,300

TOTAL COST : \$40,429

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 E

to Declaration of Aleksandr Solovyev

Eric Chang

From: Alex Solovyev <mtlworld@mtlworld.com>
Sent: Friday, February 14, 2014 5:10 PM
To: Eric Chang
Subject: FW: invoices

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

From: Maxim Ostrovski <ceospb@mtlworld.com>
Date: Thursday, April 18, 2013 at 12:22 PM
To: Alex Solovyev <mtlworld@mtlworld.com>
Subject: invoices

Open invoices

Royal Finance 1162MO
\$242

Royal Finance 1161MO
\$7660

Royal Finance 1160MO
\$2817

Royal Finance 1159MO
\$1317

Need invoice for

S205+Sweeper+Palet Fork: Shipping
GL350: Rest amount and shipping to Novorosiyk \$31690
ML350: Amount price shipping to Kotka \$36229
Panamera: Amount price shipping to Kotka \$40979

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Maxim O.
OOO "ACCA"
www.mtlworld.com
www.oooacca.com
www.autolehmann.us
+1 347 903 5896
+7 981 192 5714
Skype" AL.OMAX
Email: ceospb@mtlworld.com

Exhibit F

to Declaration of Aleksandr Solovyev

Royal Finance Group, Inc

1040 Seminole Dr., Apt.1460
Fort Lauderdale, Florida 33304
Tel: 646.725.1335

04/20/2013

INVOICE # 1170MO

TO :
MAVL Capital, INC
115E 57th Str, FL11
New York, NY 10022
3479035896
Tax id: 680676853

Description of services:

2010 MERCEDES-BENZ GL-CLASS BASE

4JGBF2FE6AA562062

CAR COST :	\$31,280
DELIVERY:	\$ 150
SHIPPING TO NOVOROSIYSK:	\$ 1,000
COMMISSION :	\$ 2,186

TOTAL COST : **\$34,591**

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

Royal Finance Group, Inc

1040 Seminole Dr., Apt.1460
Fort Lauderdale, Florida 33304
Tel: 646.725.1335

04/20/2013

INVOICE # 1173MO

TO :
MAVL Capital, INC
115E 57th Str, FL11
New York, NY 10022
3479035896
Tax id: 680676853

Description of services:

2012 MERCEDES BENZ-ML350

VIN# 4JGDA5HB8CA008732

CAR COST : \$32,494

DELIVERY: \$ 250

SHIPPING TO KOTKA: \$ 700

COMMISSION : \$ 2,500

TOTAL COST : \$35,944

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