

FEDERAL MARITIME COMMISSION, WASHINGTON, DC

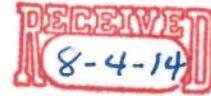
Informal Docket No. 1945(1)

OKOYE CHRISTIAN OGOCHUKWU

(Complainant)

EMEKA ONYECHI

(Respondent)



The Real ISSUE: Whether the respondent reserves the right to collect all the Storage charges owed to the him for storing Nine pieces of used non -working Medical computers in his facility for over Five Months which were initially meant to be air freighted by his company but were later forwarded and cleared to the approved destination by a third party with the consent of the main contact/owner by name Obioma Ukegbu?.

FACTS: Complainant is deceiving and abusing the Federal Maritime Commission (FMC) adjudication process just because he has a friend/relative that is employed by the FMC, even though they both know fully well that FMC does not have jurisdiction over this matter because:

1. Respondent as an Indirect Air Carrier is not licensed by Federal Maritime Commission (FMC), does not offer ocean shipping services and thus will not be regulated by FMC.
2. Respondent did not partake in both shipping and Clearing of the said used medical computers but only offered storage service for the computers, a third party that is well known by the owner/s of the computers did the shipping part. Complainant knows who to contact if he has issue with either the shipping or clearing of the computers.
3. Respondent has never worked or took any instructions directly from the complainant and has not regarded the complainant as his customer. The main contact whom the Respondent has initial agreement with has picked up some of the computers. The remaining ones are being held in storage and will be released upon satisfactorily payment of storage charges accrued during the time the computers were left at Respondent's facility.
4. The initial agreement Mr. Obioma Ukegbu had with Respondent was to pick up and air freight the Nine pieces of used medical computers to Nigeria, but that agreement was terminated the moment another party authorized by Mr.Ukegbu picked up the said computers from the Respondent's facility for onward forwarding to Nigeria. The only thing Respondent is demanding from the owner/s of the computers is to be paid for storing and safeguarding their property in Respondent's facility from the time they were brought in (July 15,2013) till when they were picked up by their authorized forwarder in (December 19, 2013).
5. Mr. Obioma Ukegbu whom authorized Respondent to pick up the used computers has claimed some of them (4 pieces) in Lagos Nigeria, the remaining five (5) pieces which Respondent retained as security will be duly released to the owner/s after storage charges in both United States and Nigeria are satisfied.
6. Disagreement between the Complainant and Respondent is based solely on local storage charges due to the Respondent and has nothing to do with the shipping or clearing of the used medical computers. If any party feels that there is a breach of contract with this regard, it will be

within the traditional competence of courts to decide on it rather than Federal Maritime Commission (FMC) whom both parties involved have no type of affiliation whatsoever with.

Before the Federal Maritime Commission

ANSWER

Okoye Christian Ogochukwu v. Emeka Onyechi

[Complainant]

[Respondent]

Informal Docket NO. 1945(1)

Respondent's Response in Opposition to Small Claim Informal Adjudication and Motion to Dismiss Complaint based upon the Federal Maritime Commission's Lack of Jurisdiction

A. Response to Allegations contained in Small Claim Form for Informal Adjudication

- I. Respondent has never in any way entered in any form of business agreement with the named complainant and knows nothing about the address listed in paragraph I. The transaction mentioned in this complaint was initiated by another person, Mr. Obioma Ukegbu who has up to date information on the said used medical computers.
- II. Denied. Respondent is only involved in AIR FREIGHT services and has nothing to do with SEA/OCEAN shipping and clearing.
- III. A. Respondent has no idea what transpired between the Complainant and VA New Jersey, no invoice or packing instructions has been tendered by Complainant on the acclaimed medical computers. The only email received to that regard was forwarded to Respondent by Mr. Obioma Ukegbu who initiated the process to pick up the used computers. Exhibit #1 as tendered by the Complainant has nothing to suggest that the email was sent to Respondent by him, Respondent's email address was not listed as either the sender or the receiver at both beginning and end of the message. So Exhibit 1 remains Complainant's property that has nothing to suggest his involvement with the Respondent and will be used solely to the Complainant's discretion.
- B. Denied. Complainant not only abused the FMC adjudication process but also has no regard to oaths administered by licensed United States government agent in his verification form by presenting a fraudulent and forged hand written Authorization Letter as Exhibit #2. There was no written authorization to pick up the medical computers by the Complainant, authorization to pick up the equipment was done by Mr. Obioma Ukegbu on phone conversation followed by the email with the Purchaser's receipt from Mr.Obioma Ukegbu to Respondent. Complainant was not even copied on the email. The fraudulent 'Letter of Authorization' was generated in Complainant's desperate move and ambiguous ambition and has nothing to suggest that it was delivered to or accepted by the Respondent.

- C. \$1,330 paid into Respondent's account as presented on Exhibit #4 represents the balance for the shipping and clearing of the medical computer which was forwarded to the new shipper immediately that was determined. The payment was to complete what Mr. Obioma Ukegbu has already paid for the same purpose. What Respondent is demanding for now is storage charges that were accumulated in the Respondent's facility until the computers were picked up by another party for onward forwarding to Nigeria. Respondent did not retain the money paid into its account but transferred it to the party that provided the service. All communication regarding that transaction was done with Mr. Obioma Ukegbu and not the Complainant.
- D. Respondent had been in constant communication with the person he has an initial arrangement with which is Mr. Obioma Ukegbu. Immediately the new party that will forward the medical computers to Nigeria was determined, Respondent provided the contact details to Obioma Ukegbu and advised the Complainant whenever he called or text to contact Mr. Obioma Ukegbu for updates. Mr. Obioma Ukegbu has since picked up four(4) out of nine(9) pieces of the said medical computers after exhaustive trial to convince the Complainant that storage part of the medical computers will also be their responsibility because they stopped the Respondent from Air freighting the computers as initially planned. Obioma Ukegbu has satisfied storage charges for the four pieces he picked up from Lagos Nigeria. The other five pieces will be released upon receipt of the balances for storage charges they incurred incurred in USA and Nigeria respectively.
- E. Denied. Respondent is only engaged in AIR FREIGHT SERVICES and has nothing to do with transportation by water and by no means under the jurisdiction of the Federal Maritime Commission (FMC). Mr. Obioma Ukegbu was advised from the first phone call he made to Respondent that the company provides only Air Freight services and not ocean/sea.
- IV. Denied. Very much applicable because the Respondent is still waiting for the payment of the storage charges that have accumulated from July 15 2013 to December 19 2013 in his Linden NJ warehouse and another storage charges that have been accumulating since February 2014 till date in Lagos Nigeria. Obioma Ukegbu has satisfied some part of storage charges and picked up Four (4) pieces, he advised that the Complainant will be responsible to pay up the remaining balance. The moment all the storage charges are recovered irrespective of who made the payment, remaining five (5) pieces of the equipment will be duly released to either Mr. Obioma Ukegbu or the Complainant.
- V. Denied. The Shipping Act of 1984 [46 U.S.C. Section 41102] does not apply to the Respondent because (i) Respondent is not familiar with the Shipping Act and (ii) does not offer ocean transportation and (iii) has not acted as an intermediaries for such. The initial agreement was to pick up the equipment and Air Freight to Nigeria but it didn't happen because Obioma Ukegbu and the Complainant changed their mind on the air freight services. The action brought by the Complainant is actually more of breach of contract on local storage charge which Federal Maritime Commission (FMC) lacks jurisdiction.
- VI. Denied. Respondent denies that the Complainant was injured in any form as the shipping agreement was not between the Complainant and the Respondent and disagreement was based on the storage charges billed for storing used medical computers for more than five months in Respondent's facility. Complainant was well aware that another party shipped and cleared the medical computers and that the computers have been ready to be picked up for more than another five months in Lagos Nigeria upon payment of the outstanding storage balances owed to the Respondent. Complainant was duly contacted and informed

by both Obioma Ukegbu and the Respondent when the used medical computers were ready for pick up but Complainant just wanted to pick up the used computers with paying for the storage charges they accrued.

- VII. Denied. Respondent does not agree to the informal procedure outlined in Subpart S(46 CFR 502.301-502.305) and any other proceeding before the FMC because(i) Respondent is not familiar with Subpart S and has zero knowledge of the content,(ii) the action brought by the Complainant supposed to be disagreement on warehouse storage charges over which the Federal Maritime Commission (FMC) lacks jurisdiction as will be discussed further below. Non provision of Shipment Authorization/Consent to Screen, Airway bill, Bill Of Lading, Receipts, Invoices clearly shows that both the Complainant and Respondent have not engaged in any type of direct business transaction. Complainant is not Respondent's customer, Complainant should involve Mr. Obioma Ukegbu who contacted the Respondent on this transaction and who the Respondent had been working with.

Respondent's Motion to Dismiss the Complaint

1. Respondent does not consent to adjudication proceeding whatsoever by the Federal Maritime Commission including the outlined informal procedure in Subpart S(46 CFR 502.301-502.305 because:
 - A. Based on the Real Issue and Facts of the case narrated so far. In addition, neither the Complainant nor Respondent is affiliated in any way to Federal Maritime Commission (FMC) and do not know any rules or regulations governing the members or license holders. Courts retain the primary jurisdiction of cases that involve breach of contracts and disputes between two parties. The issue at hand is more of an attempt to collect debt on storage charges/ refusal to consent to such debt and does not involve ocean transportation which effectively oust Federal Maritime Commission of jurisdiction to resolve such dispute.
 - B. Complainant did highly believes that because he has a friend/relative that works with Federal Maritime Commission, the Complainant and his FMC friend/relative chose to abuse the decent FMC adjudication process just to get things their way. After lengthy conversation with the FMC official explaining how FMC is not the right tool to settle this dispute, the FMC official reiterated and insisted that she will find a way to help his assumed friend (Complainant) at the expense of the Respondent. Based on the phone and email conversation between the Respondent and FMC official that pretended to resolve the informal complaint through intimidation and by being highly biased, Respondent clearly doubts the availability of specialized experts within the FMC to resolve disputes like this. Complainant can freely pursue this matter if he so desires in a proper competent court of law against the Respondent or any other party.
 - C. There is no shipping document tendered by the Complainant that suggests that the Respondent was at any time involved in the ocean transportation of the cargo. No Airway bill, bill of lading, dock receipts, etc. It will be in the Complainant's interest to meet with his

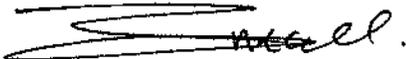
partner/ friend (Obioma UKegbu) as always been advised and work towards claiming the remaining used medical computer to avoid full loss as result of abandonment in storage.

- D. Because the Respondent believes that the Complainant's complaint was filed inappropriately and to the wrong channel, Respondent may not be able to address or respond to further argument concerning this dispute unless it comes from a competent and proper avenue.
- E. Respondent strongly believes that the proper avenue to seek any type of relief or pursue any type action as regards to this matter against any party falls within the competent jurisdiction of court and not Federal Maritime Commission.
- F. Respondent reserves the right to defend this complaint before FMC or any authority if this complaint is not dismissed and also reserve the right to file an action for dismissal in any relevant court and to seek refund for all expenses and loss including attorney fees in connection with the defense of this vague complaint submitted to the FMC and any other organizations.

Wherefore the Respondent requests that the Informal complaint in this proceeding be dismissed and Federal Maritime Commission (FMC) decline the exercise of jurisdiction over this dispute.

This Response was submitted this 28th day of July. 2014.

By Emeka Onyechi .



1901 East Linden Avenue, #16

Linden, NJ. 07036

I certify that a true and correct copy of this response was sent through USPS on the 28th day of July 2014 to Okoye Christian Ogochukwu at 14133 Lemoli Avenue, Apt# E205, Hawthorne, California 90250 and Zoraya B. De La Cruz, Settlement Officer, Federal Maritime Commission, Office of Consumer Affairs and Dispute Resolution Services, Room 1078, North Capitol Street, N.W., Washington, D.C. 20573-0001

VERIFICATION

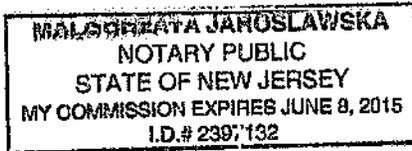
State of New Jersey County of Union , being first duly sworn on oath deposes
and says that he is Emeka Onyechi

I, the Respondent has read the response and the facts stated therein, upon information received from
others, I believe to be true.

~~_____~~ nael.

Subscribe and sworn to before me, a notary public in and for the State of NJ , County of Union

This 28 day July 20 14 .



Malgorzata Jaroslawska 7/29/14