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cc: OS
OCC
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Sub

FEDERAL MARITIME COMMISSION

DOCKET NO. 1945(F)

OKOYE CHRISTIAN OGOCHUKWU (Complainant)

V

EMEKA ONYECHI d/b/a DONEM INTERNATIONAL LLC (Respondent)

FILED

MAR 06 2015

Federal Maritime Commission
Office of the Secretary

Back to the Real Issue:

Complainant has failed to prove by a preponderance of the reliable, probative, and substantial evidence that the Respondent violated the Act 5 U.S.C by not providing either shipping agreement he has with the Respondent on the alleged shipment of the equipment or any shipping document issued by the Respondent that will prove that Respondent actually did the Ocean shipping. The real issue remains whether the Respondent reserves the right to collect all storage charges owed to him before releasing the rest of the equipment stored in his facility to the owner/s?

The fact still remains that the Complainant has decided to abuse the Federal Maritime Commission (FMC) settlement process by knowingly submitting a false complaint in order not to live up to his responsibility as a partner in a business transaction that was done by another person.

Complainant's inability to state from day one on his complaint that he is just a party with interest in the shipping process somebody else transacted can show how desperate he is to frustrate somebody's means of livelihood. Complainant is so ashamed to even involve his partner in this complaint because of his refusal to oblige to his partner's numerous request to pay up the storage charges owed to the Respondent.

RESPONDENT'S REBUTTALS TO COMPLAINANT'S SECOND ORDER ASSERTIONS

1A. COMPLAINANT ASSERTS—"Some times in July 2013, I discussed personally over the phone with the respondent after Obioma Ukaegbe gave me Respondent's phone number. The exact date and time I could not recall. The substance of the Conversation is the Transportation of the medical Equipments I purchased from auction at VA Medical Center, New Jersey. Obioma Ukaegbe gave me the Respondent's phone numbers of 848-391-0783 and 732-698-9007. I introduced myself as the owner of the medical equipments and would like to ship the equipments to Nigeria".

RESPONDENT REBUTS - Complainant only called to confirm what Obioma might have told him about the crating, then said that Obioma will get back to Respondent later. The first number is Respondent's cell phone#, second phone # has nothing to do with the Respondent. Every discussion about shipping the equipment was done between Obioma Ukegbe and the Respondent and never with the Complainant.

B. COMPLAINANT ASSERTS—" The agreement initially was to transport the equipments by air freight and the cost will be after Respondent has picked up the equipments from VA. Respondent gave an initial quote which I can not

remember and after packaging the equipments, Respondent called and indicated that the quote he gave earlier was lower after the packaging. Respondent then gave Complainant the quote of \$1,330.00. I was not happy because I have been transporting things to Nigeria and I have a good idea how much shipping things to Nigeria cost. See Exhibit "1". Agreement was reached on or around August 22, 2013. Respondent never gave the identity of the shipper, or Consignee or Air Carrier".

RESPONDENT REBUTS - There was no agreement whatsoever made with the Complainant, Respondent only discussed about Airfreight with Obioma. Complainant should at least have an idea of the 1st quote he claimed, and also how he got \$1,330 on the 2nd quote. It's always customer's responsibility to provide Shipper/Consignee information to their freight forwarders because those information are not generated by freight forwarders. Complainant claimed that the agreement was reached on 8/22/2013 but was requesting for storage charge on 8/20/2013 just two days before the claimed agreement. If the quote of \$1,330 as claimed by the Complainant was just for shipping, how then did he pay for the storage charge he was requesting on 8/20/2013? That means the storage charge on those equipment he agreed to pay and requested for the amount has not been paid for up till now. The facts is, there is no agreement with the Complainant, Complainant never participated in the shipping process, and equipment were never crated because Obioma and Complainant could not afford the air freight.

C. COMPLAINANT ASSERTS -- "(1) Around August 22, 2013, Respondent called to inform Complainant about the cost of shipping the equipments. (2) The amount already charged I cannot remember but remembered the amount of \$1,333.00. (3) On September 16, 2013, I then Text Respondent to forward his account detail. Exhibit "2" and on September 16, 2013, Respondent's Reply to Complainant, Exhibit "3".

RESPONDENT REBUTS - Respondent never interacted with Complainant on any quote or crating, if such took place, Complainant should be able to remember the old quote and at least the difference between old and new quote.

C2: \$1,333 is an odd figure, how did the Complainant arrive at that amount? It shows that Complainant is not being honest because there is no difficulty in remembering what was already charged if that was communicated.

C3: Request for account # was to pay up the accrued storage charge and have somebody else pick up the equipment from the Respondent's facility. Account # was given but Complainant decided to pay in a different amount that was never discussed with the Respondent and then requested that 5 out of 9 equipment to be shipped. The check of \$1,333 was never mailed to Respondent but was deposited directly into Respondent's account by Complainant in California.

2A. COMPLAINANT ASSERTS - "\$1333.00 is the cost for Complainant's 5 Equipments because Complainant negotiated with the Respondent directly".

RESPONDENT REBUTS - Complainant said that the previous quote that was probably based on air freight was voided, the 2nd quote to my understanding should be for ocean freight because the claimed agreement was done on 8/22/2013. If \$1,333 is for Airfreight, why didn't the equipment airfreighted immediately after pick up? Why do we have to wait till 8/22/13 to make another agreement? Why did the Complainant have to wait for another one month to make payment for the claimed agreed amount?

Respondent never quoted any rate to the Complainant, Complainant acted either on his own or on Obioma's instruction. 9 pieces of medical equipment were discussed to be airfreighted together between Obioma and the Respondent.

3A. COMPLAINANT ASSERTS - "Not to Complainant's knowledge, because Complainant has shipped goods to Nigeria with other companies. When your things are shipped you will receive "BILL OF LADING", Exhibit "1" which will detail Description of Goods, names of the individual owners of the goods, Loading Port, Discharge Port, ecc. See Exhibit "4" on conversation with Respondent. Therefore, Complainant's medical equipments were not shipped to Nigeria. Respondent should show "Bill of Lading" showing that the medical equipments were shipped to Nigeria".

RESPONDENT REBUTS - Complainant answers "Not to Complainant's knowledge" but Complainant's also writes on March 26 2014 as thus " I write to bring to your notice that I have been made to understand that the Respondent has finally cleared the item through Nigeria Customs ...) see Exhibit #A. If Complainant has really been shipping as claimed, he will definitely know that all the information on Airway bill or Bill of Lading will be provided by the owner of goods. Shipper/ Consignee information are not randomly generated by freight forwarders, Complainant has acknowledged that he did not provide such information to the Respondent but still expect Respondent to generate one and put on the Bill of Lading. Some exhibits that were provided by the Complainant show where he is acknowledging his awareness on availability of the goods in Nigeria. Exhibit 1 tendered by the Complainant has nothing to do with the matter at hand and will be treated as irrelevant.

B. COMPLAINANT ASSERTS --Not Applicable.

RESPONDENT REBUTS - Why not applicable? Because the Complainant knows nothing about the shipment of the equipment and has run out of lies. One of exhibits he tendered shows his acknowledgement that Obioma informed him about picking up his equipment in Nigeria.

C. COMPLAINANT ASSERTS --Not Applicable.

Complainant has no idea that the transaction with this fellow Nigerian will come to this situation. Complainant's response to this question are as follows: 1. Complainant and Complainant alone bided for the Medical equipments with Complainant's License and made the purchase and stored the equipments with the VA medical Center. 2. Those Equipments can not be released without Complainant's Authorization. 3. How can Respondent know where to pick up the equipments without the direction from Complainant?"

RESPONDENT REBUTS: Complainant's response is out of point and did not provide any answer to the question asked. The question has nothing to do with purchase license, fellow Nigerian, pick up, bidder, storage but just to identify shipper/consignee and provide shipping documents. Again, Complainant never participated in the shipping process and it's seems very hard for him to admit that. He has also failed to provide any shipping document issued to him by the Respondent or any information he passed to Respondent on SHIPPER/CONSIGNEE. Complainant has failed to prove that any authorization letter was sent directly from him to Respondent and he has failed to provide any answer on how he contacted the Respondent directly on the acclaimed shipment.

4. COMPLAINANT ASSERTS - "Respondent personally instructed Complainant to make the Authorization to Donne Cargo Staff, because Respondent does not know who among Respondent's staffs will go to pick up the Equipments. Exhibit "5". 5. The fax number I do not remember and did not save any confirmation of the fax. 6. The fact is that there is no dispute that Respondent sent

someone to VA Medical Center New Jersey to pick up the equipments with my signed authorization. 7. If Obioma Ukaegbe sent Respondent an authorization by email. The question becomes, Is it the same authorization signed by Claimant or an authorization signed by Obioma?"

RESPONDENT REBUTS - Complainant has failed again to answer the most important question on how he got the Exhibit 2 delivered to Respondent. He claimed to have faxed it but neither remember the fax number nor saved the fax confirmation. That's another big lie from a desperate man. Judging from Complainant's record keeping, it shows that no such thing exist because if it does, he must surely keep the record. Complainant keeps record as if he is anticipating problems. Complainant kept record of 1st phone number given to him by Obioma, he kept record of all the text messages, he kept record of all the calls he made to Respondent's cell phone, he kept the copy of the check he deposited into Respondent's account and so on but he couldn't keep record of the most important document that starts this conversation, the agreement.

5A. COMPLAINANT ASSERTS -- "Absolutely No. Complainant has never had any conversation with the Respondent that Complainant would not be able to pay for transportation at the time. 2. Complainant is a Professional, Licensed Respiratory Care Provider fully employed as permanent staff with Long Beach Medical Center, California. 3. Complainant has full Medical Insurance with Athens Blue Cross which covered everything including pregnancy, delivery, and any other medical needs of the entire family. Therefore, there is no way Complainant was in financial difficulty because wife had a baby. On September 16, 2013, Complainant sent text asking Respondent to send account details and by September 21, 2013, Complainant sent the check to Respondent and a text on 9/23/13. Exhibit "6".

RESPONDENT REBUTS -- Well, the Complainant is now forgetful. That conversation was done the day I picked up the equipment and informed Obioma that the equipment has been picked up but will need to be crated before we can airfreight them. Anybody can be in financial problem at times even fully employed professional. Complainant was not in any financial difficulty but it still took 2 months to make the payment after pick up occurred. Even going by the date he claimed agreement was made which was around 8/22/2013, it took another one month to make the payment. Why didn't he make the payment when the pick-up occurred or when the agreement he claimed was made.

B. COMPLAINANT ASSERTS: Not Applicable.

RESPONDENT REBUTS - The conversation occurred last week of July. Respondent is not based not in California and don't know Complainant personally to know what's going on with his family, Respondent is only going by what Complainant told him unless he lied on that also.

6A. COMPLAINANT ASSERTS - "The purchase price for the five pieces of equipment for which Complainant retained ownership is \$1,681.67 and not \$1,781.67. Obioma Ukaegbe paid \$1,345.33 and not \$1,245.33".

RESPONDENT REBUTS - Why the Sudden change? Complainant should have stated just the contested amount clearly from the beginning. Gross misrepresentation of facts shows presence of ulterior motives. Complainant claimed that the equipment were negotiated differently. He said his partner (Obioma) negotiated his own while he (Complainant) negotiated just for his 5 units but still generalized his complaint to BBB and FMC and claimed the total amount of all the unit which is \$3027.

This Response was submitted this 6th day of March, 2015

By Emeka Onyechi

[Handwritten signature]

1901 East Linden Avenue, #16

Linden, NJ. 07036

I certify that a true and correct copy of this responses was sent through USPS on the 6th day of March 2015 to Okoye Christian Ogochukwu at 14133 Lemoli Avenue, Apt# E205, Hawthorne, California 90250 and the Secretary, Federal Maritime Commission, 800 N. Capitol Street, NW. Washington, DC 20573-0001.

VERIFICATION

State of *New Jersey* County of *Union*, being first duly sworn on oath deposes

and says that he is *Chiemeka Onyechi*

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

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

This *6th* day *March* 2015

[Handwritten signature]
ROBERTO A GAVILANEZ JR
Notary Public
State of New Jersey
My Commission Expires Aug. 22, 2018
I.D.# 2437708



EXHIBIT "A"

Complaint: 9908663

I am rejecting this response because:

I write to bring to your notice that I have been made to understand that Mr. Emeka Unyechi has finally ~~sent~~ ^{cleared} the items ^{ms} through Nigeria Customs, but have refused to furnish me with information or contact details of who I should contact to collect 111v items. I have since sent him a text message requesting the information, but he didn't.

This is to bring the notice of your office the attempts I have so far made to collect the items before the said 7days which he said that after which, he will start charging me storage fee. And with I don't think I will responsible for any storage charges since 110 information was provided to me on how to pick up the items.

Finally, I still ask to use your offices to get Mr. Emeka Onyechi and Donem International LLC release my items to me without further delay.

Thanks Yours truly

Regards,

Christian Okoye

→ Complainant's response to BBB informing them that those equipment have Cleared through Nigeria Customs which ~~is~~ contradicts what he has been telling FMC. ~~the~~

and beyond. IJN

EXHIBIT "B"

okoyechris1967@gmail.com <okoyechris1967@gmail.com>
To: Emeka NJ <18483910783@unknown.email>

Tue, Dec 31, 2013 at 7:05 PM

May the Lord who has made it possible for us to be among the living and see the end of 2013 Bless, Guide, and Protect you and your household. May He continually provide for you that you may not lack in this 2014 and beyond. IJN

Emeka NJ <8483910783@unknown.email>
To: okoyechris1967@gmail.com

Fri, Jan 31, 2014 at 11:35 AM

I'm in an office, will call you back as soon as I get out.

okoyechris1967@gmail.com <okoyechris1967@gmail.com>
To: Emeka NJ <18483910783@unknown.email>

Mon, Mar 3, 2014 at 5:28 PM

Obioma told me that u said the equipment are ready for pick up.

Could you text me the address and contact details of the custodian so I can send someone to pick them up.

Text from complainant confirming that he was told by his partner that his equipment is ready for pickup in Nigeria.

Emeka NJ <8483910783@unknown.email>
To: okoyechris1967@gmail.com

Mon, Mar 3, 2014 at 5:36 PM

Please don't contact me directly from now on, sort things out with Obioma. He will let you know the whole situation. Thanks

okoyechris1967@gmail.com <okoyechris1967@gmail.com>
To: Emeka NJ <18483910783@unknown.email>

Sat, Mar 8, 2014 at 9:54 AM

I am asking again, could you provide me with the contact detail of who I should contact to collect my equipment. I have always been contacting you directly. When I paid for this for this items to be shipped, you gave your account number directly and never went through Obioma. I will not be responsible for any delay for not picking it up on time.



Christian Okoye <okoyechris1967@gmail.com>

EXHIBIT 'C'

SMS with Emeka NJ

12 messages

okoyechris1967@gmail.com <okoyechris1967@gmail.com> Fri, Nov 8, 2013 at 10:48 AM
To: Emeka NJ <18483910783@unknown.email>

Chairman how far

Emeka NJ <8483910783@unknown.email> Wed, Dec 18, 2013 at 7:40 AM
To: okoyechris1967@gmail.com

The machines were loaded and we are waiting for it to sailm

2 months after his Claimed Personal Agreement

okoyechris1967@gmail.com <okoyechris1967@gmail.com> Wed, Dec 18, 2013 at 7:43 AM
To: Emeka NJ <18483910783@unknown.email>

Pls call either of us. We are getting worried

Text from Complainant to Respondent. He claimed he made a personal agreement and negotiated for himself, but still use "US" & "WE"

okoyechris1967@gmail.com <okoyechris1967@gmail.com> Wed, Dec 25, 2013 at 1:07 AM
To: Emeka NJ <18483910783@unknown.email>

May the birth of our Lord Jesus Christ fill you with abundant Blessings and Love. May it guide and protect you and your household now and forevermore. IJN. Merry Christmas

okoyechris1967@gmail.com <okoyechris1967@gmail.com> Wed, Dec 25, 2013 at 1:10 AM
To: Emeka NJ <18483910783@unknown.email>

May the birth of our Lord Jesus Christ fill you with abundant Blessings and Love. May it guide and protect you and your household now and forevermore. IJN. Merry Christmas

*okoyechris1967@gmail.com <okoyechris1967@gmail.com> Sat, Dec 28, 2013 at 10:23 AM
To: Emeka NJ <18483910783@unknown.email>

Hi Emeka, just calling to get updates on the shipment of those medical equipment. As you know, it is more than 4months we went into this contract with you, and more that 2 if not 3months I made payment into your account. But it doesn't seem as if anything has changed. This is my business and I really don't think you will let someone handle urs same way. You better treat others the way you will expect people to treat you. I have never seen something of this sort and honestly I am running out of patience.

okoyechris1967@gmail.com <okoyechris1967@gmail.com> Tue, Dec 31, 2013 at 6:59 PM
To: Emeka NJ <18483910783@unknown.email>

May the Lord who has made it possible for us to be among the living and see the end of 2013 Bless, Guide, and Protect you and your household. May He continually provide for you that you may not lack in this 2014

Chase Online

EXHIBIT (D)

TOTAL CHECKING (...5134)

Check Number: 533

Post Date: 09/23/2013

Amount of Check: \$1,230.

CHRISTIAN O. OKOYE
14106 CERISE AVE., APT. D102
HAWTHORNE, CA 90250-8284

80-7162/3222
4211145134

533

DATE 09/21/13

PAY TO THE ORDER OF DONEM INTERNATIONAL LLC \$1330.00

One thousand three hundred thirty DOLLARS

Washington Mutual

Washington Mutual Bank
CREDIT SOUTH BAY FINANCIAL CO 8820
50710 AVONDA BOULEVARD
COSTA MESA, CA 92626

1-800-726-7000
24 Hour Customer Service

for shipment of items

[Signature]

⑆32227⑆⑆627⑆ 42⑆⑆⑆45⑆⑆34⑆ 0533

Need help printing or saving this check?

FRAUDULENT, RETURN TO THE ISSUING OFFICE OF CREDIT SOUTH BAY FINANCIAL CO

Seq: 209
Batch: 634891
Date: 09/21/13

Seq: 88209 09/21/13
BAT: 634891 CC: 3180000203
WT: 01 LTPS: Los Angeles
BC: Hawthorne BC CA8-111

Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

This check was deposited at Hawthorne-California branch of Bank of America by the complainant and was never mailed to the respondent as the complainant wants everybody to believe.

Need help printing or saving this check?

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