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**FEDERAL MARITIME COMMISSION**

**DOCKET NO. 1945(F)**

**OKOYE CHRISTIAN OGOCHUKWU (Complainant)**

**v.**

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

**FILED**

DEC 17 2014

Federal Maritime Commission  
Office of the Secretary

**SUPPLEMENTAL RESPONSES BY THE RESPONDENT**

1. Respondent is willing to offer rebuttal to complainant's assertions.
- 2A. Yes, Respondent's company is approved to operate as an indirect Air Carrier by Transport Security Administration (TSA).
  - B. Respondent's company was approved in 2009 by (TSA) Transport Security Administration. License is renewable every year, I've included the current one with this response. (Exhibit #1)
3. Most adverts by Respondent were done through Flyers and Coupons, I've included advert materials used prior to December 2013. (Please refer to Exhibit #2 & #3)
4. Respondent has never held itself to the general public to provide transportation by water of cargo between the United States and a foreign country for compensation.
5. Yes, Respondent did negotiate with Obioma Ukaegbe about transporting the medical equipment to Nigeria through Air Freight. After picking up the equipment from VA Medicals in NJ, Obioma Ukegbe was informed that those equipment need to be crated before chargeable weight can be determined. Obioma was also informed that he will also be responsible for the crating charges, it was at that juncture that he said he will need to contact his partner/friend before they can give me a go ahead order to Air freight the equipment. Christian Okoye (Complainant) later called to inform me that they needed some time for him to sort himself out financially because his wife just had a baby and that he could not be able to pay for the transportation at that moment.
6. Respondent did not at any time negotiate transportation of the equipment by water with either Obioma or Complainant. Obioma was told immediately by Respondent on phone conversation even before the pick-up occurred that Respondent does not offer Ocean shipping. Obioma agreed with Respondent that their equipment will be shipped by air, and authorized Respondent to go ahead with the pick-up because the equipment were about to start attracting storage charges at V A New Jersey if not picked up immediately.
7. Respondent called Obioma Ukegbe on some occasion to inform him that decision on what to do about the equipment need to be addressed, Obioma was told by Respondent to either arrange for the equipment to be picked up from Respondent's facility or give Respondent go ahead order to crate and ship the equipment through Air Cargo. Obioma was also informed during phone conversation with the Respondent that our storage charge of \$5/day on each skid has

been accumulating on those equipment. Obioma told Respondent that he will arrange for somebody else to pick up the equipment from Respondent's facility, he also requested that Respondent should assist in finding someone else in New Jersey to help with the shipping since the equipment are in New Jersey. They couldn't afford to ship the equipment through air cargo because of the crating cost and extra weight that will result based on that.

- A. Respondent called back Obioma some time in December to inform him that someone has agreed to offer space his personal container, those equipment were stacked 4 pieces on a skid which amount to 2 skids with an extra 1. Pick up arrangement was made by Respondent on behalf of Obioma Ukegbe. Obioma demanded that the contact details of the person be forwarded to him to allow proper follow up, Respondent forwarded the name of the person as Raphael Attah together with his phone number to Obioma Ukegbe . I've included a copy Shipment Release Form/ Way Bill issued to Mr. Ralph Attah at the time of pick up from Respondent's facility. (Please refer to Exhibit #4)
- 8. Sometime in August 2013, after discussing the issue of storage charge with Obioma Ukegbe since the items will no longer be air freighted as initially planned, Obioma agreed that Respondent's storage charges will be paid based on the \$5/day per skid before the equipment will be picked up by them. He demanded for the account number to transfer the money for the storage charges and told the Respondent that he will credit the account with part of the money and that his Partner/friend will be paying the balance. Complainant demanded for the storage charge through text, I did not respond to the text message because I've already told Obioma that the total amount of the storage charge will depend on when they pick up the equipment. (Refer to Exhibit # 5) Again, I didn't get to hear from any of them until mid-September 2013 when the Complainant demanded for the account number to credit the storage charges. I gave him the account and he deposited the check of \$1330 by himself in California into the Respondent's account. The check was never issued to the Respondent and Respondent has no control of deposits made directly to the account. It was after the deposit that he called to let the Respondent know that he made payment into his account and asked that the Respondent should go ahead and ship 5 pieces of that equipment by Air for him. Complainant said the payment was for shipping and not for storage which was contrary to what was being discussed at that moment. Respondent told the Complainant to contact Obioma Ukegbe to get the details of what's going on. (Refer to Exhibit # 5)
- A. \$2,400 was charged for both pick-up, shipping and clearing of the 9 equipment which was transferred to Ralph Attah including the \$1330 that the Complainant deposited into Respondent's account. Cash of \$1900 was given to him at the time of pick up and we agreed that the balance of \$500 will be paid upon collection in Nigeria. This arrangement was made with the anticipation that Respondent's storage charges must have been satisfied before the items get to Nigeria as promised by Obioma Ukegbe. (Please refer to Exhibit # 4)
- B. Cash of \$1900 was transferred to the party on December 18 2013 at the time of pick up, balance of \$500 was agreed to be paid in Nigeria before pick up. I've included what a copy of the document to shows that Respondent did not retain the money.

9. The medical equipment were stored in Respondent's facility for a period of 140 days starting from August 1 2013 till December 18 2013 when Ralph Attah picked the equipment for onward forwarding to Nigeria. Respondent waived storage charge for the remaining days in July as a discount to the potential customer. Respondent's rate per day is \$5/skid, 2 skids of 4 equipment were stored for 140 days which amount to \$1,400. Respondent did not charge anything for the remaining 1 pieces as a consideration.
- A. There was no agreement to store the computers because Respondent does not offer storage services to general public, storage fee/ charge was introduced by the Respondent in order to discourage storage. Respondent ships out every week by air and does not encourage customers to leave their items in the warehouse for more than 7 days. Respondent spoke to Obioma on some occasions about making decision on what to do about those equipment to avoid huge storage cost. Obioma kept on reassuring Respondent that they are looking for an alternative solution and will not mind if Respondent can help them get somebody that can ship the equipment for them.
10. Yes, out of 9 medical equipment on this Lot 21QSC113077/059, Obioma Ukegbe's consignee in Nigeria has picked up one skid of 4 medical equipment, remaining 1 skid of 4 plus extra piece making 5 medical equipment are still stored in Respondent's facility in Lagos Nigeria awaiting pick up as soon as storage charges are satisfied. (Please refer to Exhibit # 6).

I've included documents used to retrieve the 9 medical equipment from Ralph's associate in Lagos Nigeria which confirmed all 9 of them were shipped and cleared (Exhibit # 7). As well as shipment release form/waybill issued by the Respondent's office in Lagos to Obioma Ukegbe's approved representative in Nigeria. (Please refer to Exhibit #6 & #7).

Obioma called the Respondent in February to let him know that Ralph has informed him (Obioma) that all the medical equipment were ready for collection but there was balance to be paid before collection. Respondent requested for his storage charge but Obioma reassured him that it will be taken care of, He also requested that Respondent should send a representative from Respondent's Lagos office to retrieve the equipment from Ralph because Ralph has informed him (Obioma) that he (Ralph) lacks room to store the skids and that the equipment has to be picked up immediately. Respondent's representative in Lagos Nigeria paid the balance of \$500 to Ralph's office in Nigeria and retrieved the medical equipment for proper storage in Respondent's Lagos facility. Obioma also said that he will be sending his authorized consignee the next day with all the storage charges he owes to respondent.

Obioma Ukegbe later called to inform Respondent that he has done everything possible to convince the Complainant that the storage charges are also their responsibility but Chris Okoye has been very uncooperative about that. He requested that he Obioma be allowed to clear storage charges of 1 skid and also pick them up, he reassured the Respondent that Chris Okoye is his friend and that he will still convince him to make the payment and that the same consignee will come for the remaining 5 pieces of the equipment the day after he picked up those four. We are still on that up till this moment.

### **RESPONDENT'S DEMANDS AT THE MOMENT:**

1. A balance of **\$700** for storing the equipment for 140 days in Respondent's Linden, NJ. Facility.
2. Storage fee/ charge of **\$1,375** for storing the remaining equipment in Respondent's Lagos Nigeria Facility for a period of 275 days starting from April 1 2014 till Dec 31 2014. One month free storage in Lagos Nigeria was given to Obioma Ukegbe as against originally 7 days on the company policy with the hope that he will be able to convince his partner to pick up the remaining 5 equipment. Also charge for storing 1 extra piece is waived.
3. Legal fee of **\$150** was paid to an attorney for consultation before the complaint was made formal, Respondent will like to recover the attorney fee. I've included the receipt for that consultation.( Please refer Exhibit #8)
4. A total of **\$1500** is being seek as a compensation for all the time, effort and expenses invested by the Respondent to respond to this claim by Complainant who has no business agreement with the responding party.

### **RESPONDENT'S REBUTTALS TO COMPLAINANT'S ASSERTIONS**

1. Not applicable to the Respondent

2 A. **COMPLAINANT ASSERTS** -- "No. Obioma Ukegbe did not act as my representative regarding transportation of the medical equipment, because Obioma has claimed his equipment in Nigeria"

**RESPONDENT REBUTS** --Obioma Ukegbe emailed Respondent on 7/19/2013 to pick up the equipment with the same Lot # 21QSC113077/059 after phone discussion, Obioma Ukegbe said that Respondent will Air freight those equipment immediately after pick-up from VA Medicals NJ. I've included the copy of the email from Obioma Ukegbe to Respondent, Complainant should provide a document from him to Respondent as a proof that he dealt with the Respondent directly. (Please refer to Exhibit # 9) Check "From" & "TO"

**B. COMPLAINANT ASSERTS**---"I'm the person with a purchase license and purchased nine total equipments which I gave Obioma Ukegbu four of the equipments which Obioma Ukegbe paid me \$1,345.33. The equipments were to be shipped together to reduce costs. I negotiated on my behalf, while Obioma negotiated for himself"

**RESPONDENT REBUTS** – The question is not about who owns the license to purchase the equipment but Obioma's involvement with transport negotiation with the Respondent. Respondent certainly do not care who owns the license to bid on the equipment or the equipment itself, Respondent only recognizes who contact him to provide Air freight service on the equipment and that person is Obioma Ukegbe. (Please refer to Exhibit # 9)

**C. COMPLAINANT ASSERTS** – "I, Ogochukwu initially discussed with the Respondent to ship the equipment by air freight. However, Respondent later advised me that after packaging the equipments the weight was more than he anticipated and the cost of shipping by air freight will be more than he already charged. Therefore, Respondent will now ship the equipments by Ocean shipping"

**RESPONDENT REBUTS – Shipment by air is charge based on the actual or volume weight whichever that is greater, so we don't anticipate. Again, the weight and the packaging cost has nothing to do with the Respondent, if a customer gives his consent to ship, any item regardless of the shipping cost will be shipped. Customers pay for the shipment of their property and not the Respondent. Respondent discussed shipping the equipment by Air with Obioma Ukegbe, he also called Obioma to let him know that the equipment can't be Air freight as is but need to be crated after which the chargeable weight will be determined. Obioma requested that the shipment be put on hold to enable him let his friend (Complainant) know the new development before they can give a go ahead. Complainant acknowledged that he knew about the need to crate the equipment in July, claimed that "Respondent will now ship equipment by Ocean shipping" but still made the payment of \$1,330 to Air freight the equipment in September.**

**D. COMPLAINANT ASSERTS – "Equipment was in custody of VA Medical Center New Jersey. Respondent was to pick up the equipment and then shipped to Nigeria. There was no discussion about storage, because Respondent made me to believe that he cargoes things to Nigeria on a weekly basis. Therefore, there is no need for storage"**

**RESPONDENT REBUTS – Complainant avoided the most important question of whether the equipment were stored in Respondent's facility and for how long. Answer to this question would have addressed Respondent's initial response that was entitled "The Real Issue" and followed by {Whether the respondent reserves the right to collect all the storage charges owed to him for storing Nine pieces of used non- working Medical computers in his facility for over 5 and half 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}**

**Equipment were picked up from VA New Jersey in July 2013 but were stored in Respondent's facility till December 18 2013. Complainant says that "because Respondent made me to believe that he cargoes things to Nigeria on weekly basis. Therefore, there is no need for storage" Complainant presented authorization to pick up the equipment from VA New Jersey in July, also presented copy of the check he deposited into Respondent's account on September 21 2013 but still claims that there is no need for storage. If the shipment of the equipment was authorized and payment made to air freight them, those equipment would have been shipped out same week in July. Hence there was no such thing, so storage became necessary. Obioma Ukegbe was told that storage charge will be \$5/day per piece starting from August 1 2013. (Please refer to Exhibit # 9,# 10, #4)**

**E. COMPLAINANT ASSERTS – "No. The medical equipment was never transported to Nigeria because Respondent to date never produced a Bill of Lading. Obioma Ukegbe later informed me that Respondent transported the four equipment belonging to Obioma Ukegbe to Nigeria. I do not recall the exact time the equipment were transported. This was after Complainant filed complaint against the Respondent with Business Bureau. Exhibit C."**

**RESPONDENT REBUTS – On the 1st paragraph page 4 of the same exhibit "C" presented by the Complainant, you will still read where the Complainant was informing the same Business Bureau that the items has cleared the Nigeria Custom. He denied knowledge of the equipment being transported to Nigeria but presented text messages with the Respondent informing him( Complainant) that those machines were loaded in a container on Dec 18 2013 and waiting for the ship to sail ( see highlighted text on Exhibit # 11). On the BBB report Complainant presented as exhibit, he was also informed that**

the ship with the equipment has sailed in January 2014 and that it will take 4-8 weeks for him to get the equipment in Nigeria (see highlighted text on Exhibit # 12). His text message to the respondent on March 8 2014 (see Exhibit #13) will also serve as an acknowledgement that he was aware that his equipment were ready for pick up in Nigeria at the time he was sending that message because his desire to separate himself from Obioma Ukegbe was noted there. Obioma Ukegbe informed him multiple times to pay up the storage balance to enable their representative in Nigeria pick up the remaining 5 equipment. Equipment on Lot 21QSC113077/059 were never differentiated by owners, all discussion about their transportation was done with Obioma Ukegbe and not the Complainant. Obioma confirmed that he persuaded the Complainant to pay some portion of the incurred storage charge but he refused. Obioma paid half of the cost and promised that he will convince the Complainant to fulfill that responsibility but nothing significant has happened since then. (Please refer to Exhibit # 11,# 12, #13,#18A,#18B)

3. A. **COMPLAINANT ASSERTS** "Yes, Exhibit 2, is a photocopy of the original Authorization letter"

**RESPONDENT REBUTS --** Respondent can never accept authorization letter of that nature being it photocopy or original. Respondent's company normally provide Shipment Authorization Form to our customers as prescribed by the TSA. Not vice versa. I've included the sample of shipment authorization form that our company uses. (Please refer to Exhibit #14)

**B. COMPLAINANT ASSERTS** "I faxed one authorization copy to the VA Medical Center, New Jersey with a misspelled name DONEE CARGO, INC., instead of DONEM INTERNATIONAL, LLC. One authorization was sent by fax number provided by the Respondent. One authorization copy was forwarded to Obioma via email because Obioma owns 4 of the equipments"

**RESPONDENT REBUTS:** If the Complainant faxed any authorization letter to VA New Jersey that will be for their own record. Complainant just needs to provide a proof that any document was sent directly from him to Respondent, but there was no such thing. He might have emailed the authorization to Obioma, but only authorization I received was emailed to me by Obioma Ukegbe and the authorization was for pick up purpose at VA Medicals only. He resorted to fax to see if he can get away without providing the delivery means but forgets that Faxed items also have Transmission Verification Report, which will include the date and time of the fax. Complainant could be able to document everything including text messages and call history but fail to provide the means he sent this one authorization letter to the Respondent. (Please refer to Exhibit # 9)

**C. COMPLAINANT ASSERTS** " Donee Cargo, Inc. is what I understood at the time to be spelling of Respondent's Company name. When I spoke with the Respondent over the phone, Respondent gave me a name which sounded like Donee Cargo , Inc. Respondent informed me that he does not know who in particular will be going to VA Medical Center New Jersey to pick up the equipments and I should make the authorization to DONEE Cargo, Inc , Staff, so that anyone from Respondent's Company can pick up the equipments. It turns out that Respondent's company's name Donem International, Inc . error in Spelling, which did not prevent Respondent from picking up the equipments"

**RESPONDENT REBUTS --** Never had such discussion or provided any name to the Complainant. Respondent knows his company's name even if the Complainant doesn't. Respondent cannot present such an official document to VA New Jersey or retain it for reference without requesting for correction of the error on the name from whoever sent it before going for that pick up. Respondent used the

email authorization sent to his email by Obioma Ukegbu to pick up the equipment. Complainant might have dealt with VA New Jersey directly but Obioma Ukegbu was Respondent's main contact. There was no issue with the pick up anyway, the issue is for the Respondent to be paid for storing those equipment in his facility.

**4A. COMPLAINANT ASSERTS** "As I was searching for a shipping company from New Jersey in internet to ship the equipments to Nigeria, Obioma suggested to me that he knew someone that cargo things to Nigeria. Obioma then gave me Respondent's phone number. I then called the Respondent on the phone number given by Obioma. I then discussed with the Respondent about shipping the equipments to Nigeria. Respondent advised me that he cargo things to Nigeria almost on a weekly basis. Respondent then required that I send an authorization letter to him and the VA Medical Center, New Jersey."

**RESPONDENT REBUTS -- Complainant's writes "As I was searching ....." (4a). Just like that and Complainant entrusted somebody/company he barely know to pick up his valued property after phone conversation. Interactions about the pick- up and shipment was between Obioma Ukegbu and the Respondent. It was after Obioma Ukegbu told the Complainant that those equipment had been picked but needed to be crated before they can be air freighted that the Complainant called to let the Respondent know that they could not afford to pay for air cargo then. The reason he gave was that he needed time to sort his wife medical bill out first, he said they will contact the Respondent soon to let him know their decision. That decision was not made for more than 6 weeks.**

**B. COMPLAINANT ASSERTS " I contacted Respondent on the phone on or about 7/12/13 and after discussion with Respondent, I then faxed the authorization letter on or about 7/15/13. I asked Respondent if he cargoes things to Nigeria, which Respondent said yes. And I then explained to him about the equipment that I purchased from VA Medical Center, New Jersey. Respondent indicated that there is no problem that the equipment should be cargo soon".**

**RESPONDENT REBUTS --- Complainant is being so economical with the truth about the whole contact and discussions, if I the respondent did already receive an authorization letter from the Complainant on 7/15/13 as he claimed, why will the Respondent need another authorization letter to pick up the same equipment with the same LOT # from Obioma Ukegbu 4 days later? The authorization letter Obioma emailed to me was dated 7/19/13, which was 4days after the Complainant claimed he already sent one. Complainant has also failed to provide any proof of means he delivered such to Respondent. VA Medical in NJ needed only one authorization from the purchaser's representative to pick up the equipment included in sale/lot 21QSC113077/059. I've included the authorization letter sent to my email from Obioma Ukegbu to Respondent with date as a proof and my email as a delivery means. (Please refer to Exhibit # 9)**

**C. COMPLAINANT ASSERTS "Yes. I initially negotiated with the Respondent to transport the medical equipments by air freight. Respondent then gave me a quote later on how much transporting the equipment by air freight will be. It was based on the quote by Respondent that I sent Respondent a check of \$1,330.00 to air freight the equipment to Nigeria. After several months after paying the Respondent, I was waiting for the Respondent to inform me when my equipments will arrive in Nigeria. I**

never heard from the Respondent for these several months. I was informed that Respondent travelled to Nigeria. When I contacted Respondent on the phone in Nigeria, Respondent informed me that I should have patience that he Respondent was having issues with Customs department in Nigeria, which created a back log of items Respondent previously sent to Nigeria. Then sometime in December 2013, Respondent came up with the suggestion to ship the equipment through Ocean Freight, because after Respondent packaged the equipment the weight came up higher than Respondent expected. I called Respondent's office several times, one of Respondent's employees, name unknown, who advised me that Respondent should be contacted in Nigeria as she knows nothing about transporting my equipment to Nigeria. Within these months, Respondent left my equipments and travelled to Nigeria more than 2 times, which left my equipments without transport."

**RESPONDENT REBUTS - - Complaint by the Complainant has switch from " but will either be told he travelled , or when you finally get him on the line you will be threatened not to call him nor bother him regarding this transaction" to " Respondent informed me that I should have patience that he Respondent was having issues with Customs department in Nigeria, which created backlog" First statement was filed with BBB( see Complainant's Complaint Detail on Exhibit "C", 1<sup>st</sup> page) while second statement was filed with FMC as we just read. (see Exhibit #19)**

**Respondent's company accept payment from customers based on the invoiced bill and not a quote. I informed Obioma that our charges will be based on the weight per LB, but the total chargeable weight will be known after crating of the equipment.**

**Complainant did request for the account number based on the discussion that they will pay up the storage charges owed and let someone else to pick up from the Respondent and help them with shipment (see highlighted text on Exhibit # 15). The account number was given and the Complainant deposited an amount into the account, how he got the amount he paid, I have no idea. He requested that I should go ahead and cargo 5 out of 9 machines because the payment he made will cover the shipment cost for five equipment, I declined and let him knew that if the payment he made was not for storage but air shipment, then there is need for him to work out things with Obioma Ukegbe. The payment of \$1,330.00 he made would not be enough to ship either 5 or 9 pcs by air considering the extra weight that will be added due to crating and cost of crating itself. Also I let the Complainant knew that he omitted the payment for storage charges on those equipment.**

**Complainant acknowledged that it will take less than 10 days to get his shipment in Nigeria when shipped by air, he also writes that "After several months after paying the Respondent, I was waiting for the Respondent to inform me when my equipment will arrive Nigeria". Why didn't the Complainant follow up with the shipment of the equipment after he made the deposit knowing fully well that it does not take more than 10 days to deliver in Nigeria?, why would he wait several months to follow up?**

**Respondent's company had never had any issue with Nigeria Custom Service and there was never a backlog that affected Respondent's weekly shipment as claimed by the Complainant. Respondent's absence in the office can never interrupt the company's shipping schedule. Once agreement is made and payment received or credit extended, company can go ahead with any shipment. The equipment were never crated, Respondent's company can ship anything that is allowed by the airline irrespective of the weight and size. Complainant does not get most details of this transaction because he is not the main contact. (Please refer to Exhibit #15)**

**D.COMPLAINANT ASSERTS** “ Yes, Respondent after several months of inaction on my equipments, Respondent suggested shipping the equipment via ocean on the fact that after packaging the equipment, Respondent found out that the weight was not what he anticipated. I agreed for the Respondent to transport the equipments via ocean out of frustration that my equipments which I invested are laying on New Jersey without transportation. No other person participated in the discussion.”

**RESPONDENT REBUTS** – Again, the Complainant switched from his initial complaint to BBB on January 31<sup>st</sup> 2014 that the Respondent “shipped it rather than air cargo based on our agreement” see (Exhibit #20). Also on Exhibit #17B, Complainant’s last sentence says “ if there is anyone that needs to be refunded, it should be me for paying his company to send my items through air cargo, only to have them sent through shipping”(Exhibit #17b). In order to make FMC have jurisdiction over this matter, the air cargo agreement has changed to “I agreed for the Respondent to transport the equipment via ocean”.

Complainant kept mentioning that “after packaging the equipment, the weight is not what Respondent anticipated” as if it’s Respondent’s responsibility to pay for the shipment. Respondent discussed with Obioma that the equipment needed to be removed from his warehouse as soon as possible. Obioma said he will be looking for someone to help them with the ocean shipping but If Respondent come across anybody before he (Obioma) does, I should let him know. Respondent did exactly what were discussed with Obioma when Mr. Ralph came around. Obioma was called and provided with Mr. Ralph’s details, Obioma ordered for the 9 equipment to be released to Mr.Ralph and was in touch with him until the shipment arrived Lagos. When Obioma informed me that the shipment were ready for pick up but Mr. Ralph needed his balance before he can release anything. Respondent called Ralph to let him know that somebody from his Lagos office will be coming to pay the balance since there was no room to store the equipment in Ralph’s Lagos office.

After retrieving the equipment from Mr. Ralph with Obioma’s consent, Obioma’s Consignee (Uche Lee) came to Respondent’s Lagos office, paid half of the amount for storage and said they will pick up the remaining 5 equipment in a day or two. Obioma called me later to tell me that he had been persuading Complainant to pay his own part of the storage but the Complainant said that he will never pay for the storage. He called me to demand where he will pick up his item, I told him that all the company addresses are on the website but he’s still responsible for the storage in NJ and if the grace period expires, he will also be paying storage in Lagos Nigeria. He kept saying that he will find a way to get the equipment without paying for any storage. (Please refer to Exhibit #16 A & B)

**E.COMPLAINANT ASSERTS** “I did not provide any information about any shipper consignee, destination address to the Respondent. Respondent informed me that when the equipments arrive in Nigeria, Respondent will provide me with the address, where to pick up my equipments”

**RESPONDENT REBUTS** --Never discussed that with the Complainant, the Shipper, consignee and destination address for the equipment was provided by Obioma Ukegbe and Obioma told me that the same consignee will be picking up all the 9 medical equipment. (Refer to Exhibit #16 A & B)

**F. COMPLAINANT ASSERTS** “Initial discussion was by air freight that within 10 days of picking the equipments from the VA Medical Center, New Jersey, the equipment will arrive in Nigeria, because Respondent transports things to Nigeria every week. This was before Respondent failed to transport the

equipment and came with the suggestion to transport via ocean in December 2013. Respondent never shipped the equipments, therefore, Respondent has never produced any Bill of Lading to me”.

**RESPONDENT REBUTS -- Complainant writes that “Initial discussion was by air freight that within 10 days of picking up the equipment from the VA Medical Center, New Jersey, the equipment will arrive in Nigeria, because Respondent transports things every week” The statement is correct but the shipping cost of the equipment has to be paid before pick- up in Nigeria will happen. There was no discussion to ship out the equipment on credit terms, shipment can never occur unless the shipment cost is paid. If the Claimant really want to avoid storage charge, he should have paid for the shipment in July and not in September. Respondent also never stopped Complainant or Obioma from picking up their equipment from his facility and use another person/company to transport them. (Please refer to Exhibit # 10) He said Respondent never shipped the equipment here but told BBB that equipment has cleared Nigeria Customs (see Exhibit #18B).**

**G. COMPLAINANT ASSERTS “With my license to purchase as a Respiratory Care Practitioner an intent form was signed to inquire on what the equipments were meant for, which I indicated that the equipments were meant for shipping to Nigeria.**

**RESPONDENT REBUTS-- Not Applicable to the Respondent.**

**5. A. COMPLAINANT ASSERTS “Respondent’s website Donem International Shipping and Courier, shows Done Internal Shipping- MSC is one the companies Respondent cargo. See Exhibits “D”, “E”, “F” and “G”. “Tracking” “ Our customers can always follow up their shipment with our efficient tracking system and can always contact us if they need more assistance. One of our highly trained staff will always be available to answer an of their questions”. Applicable links below to start tracking. Cargo Lus, Virgin Atlantic Cargo, Delta Cargo, KLM Cargo, Maesisk line, ACL, MSC Shipping. Mearsk Line,ACL, MSC Shipping are all engaged in Ocean Transportation**

**RESPONDENT REBUTS -- If Complainant really browsed through Respondent’s website initially, there wouldn’t be “DONEE CARGO INC” because the website has the correct name. Respondent’s website is for informational purpose only, transactions can never be completed on the website without dealing with the office. Research on the Respondent’s website by the complainant was done after he had filed the complaint as evidenced here. Respondent’s website does not offer transportation by water of cargo between the United States and a foreign country for compensation. Documents tendered to those regards can be taken as “throwing the kitchen sink to see what sticks”. Websites may contain pictures that describes what you do or intend to do. Having pictures of an Air Plane on your website does not mean you own that particular plane, websites may contain products or services that are currently unavailable. A customer cannot argue with a hotel receptionist for advertising room with Jacuzzi on the hotel website if that customer was not charged for room with Jacuzzi.**

**All evidence tendered exhibits D,E,F,G, have nothing to suggest that Complainant and Respondent has engage in any type of transaction and cannot be used as evidence that Respondent is engaged in transportation by water. Exhibit are pictures taken off from Respondent’s website. Website intent is to let people know what services or products that you currently have or intend to have or offer in the nearest future. Companies reserve rights to turn down even services they do offer at any time to a particular customer or customers at their discretion.**

Even as an Air freighter, I still reserve the right to reject business proposal from anybody even if such is found on my website. Websites may contain links to other websites, host website cannot be held liable for transactions not directly associated with them. Cargo lux, Virgin Atlantic, Delta Cargo, KLM Cargo, Maersk line, ACL, MCS are all independent companies that are not associated with the Respondent's company. Before you can track your shipment using those links, you have to firstly deal with the host Company and have your issued receipts, airway bills and tracking number.

Claimant has also acknowledged the agreement is for air cargo and not ocean, he has to worry more about his equipment and not how the website looks because the content on the website did not mislead him at any point in time.

6. **COMPLAINANT ASSERTS** " A legal interest is 10% of any money owed.

$\$1,330.00 + \$3,027.00 = \$4,357.00$ . 10% of  $\$4,357.00 = \$435.70$ .  $\$435.70 \times 12 \text{ months} = \$5,228.40$ .

$\$4,357.00 + \$5,228.40 = \$9,585.40$ ."

RESPONDENT REBUTS -- (i).  **$\$1,330$  wasn't cashed by the Respondent but was deposited in California branch of Bank of America by the Complainant. Respondent and Obioma were still discussing on the storage charge when the Complainant requested for the account number, the understanding was that they will pay the storage charge and have somebody else pick up their equipment. Immediately the deposit was made, Complainant demanded that 5 out of 9 equipment be air freighted but Respondent asked him to contact Obioma Ukegbe to get the whole picture clearer.**

(ii).  **$\$3,027$  was the cost of the 9 equipment in LOT #21QSC113077/059 and not the cost of 5, all 9 equipment were shipped, 4 had been picked up and the remaining 5 had been ready for pick up in Lagos Nigeria for more than 10months pending when the storage charge for both USA and Nigeria are paid in full.**

A. **Complainant has no legal authority whatsoever as far this matter is concerned.**

#### **RESPONDENT'S COMMENTS ON THE COMPLAINANT'S EXHIBITS**

**EXHIBIT "A":** Document that shows GSA Actions listing the said equipment with the picture for bidding. Has no connection whatsoever with the Respondent, does not in anywhere mention the Respondent's name.

**EXHIBIT "B":** Purchaser's Receipt from GSA Auction to the Complainant. Document has no connection whatsoever with the Respondent, does not in anywhere mention the Respondent's name or email.

**EXHIBIT "C":** Complainant filed a report against the Respondent to BBB (Better Business Bureau) on January 31 2013. The last sentence on Complaint details shows the Complainant admitting that the agreement was to **AIR FREIGHT** the equipment but made it look like the Respondent acted on his own to change the agreement to ocean shipping. Complainant writes that " he has neither agreed to providing me with the tracking information of the cargo or the shipping vessel as he later claimed to have shipped it rather than cargo based on our agreement" Please refer to highlighted text on Exhibit # 20). When the Complainant couldn't get the desired result from BBB,

he switched immediately to FMC and says Respondent is engaged in Transportation by water (see Exhibit #21). Very contradictory.

**EXHIBIT "D":** Document showing MSC – Mediterranean Shipping Company 3 tracking pages. Document has no connection whatsoever with the Respondent, does not in anywhere mention Respondent's name or email. Before any customer can use the tracking link page on the website, customer has to deal with the company in the first place and get the tracking number to use. Complainant was not misled because he acknowledged that the agreement was for air cargo and not ocean. (Please refer to Exhibit # 17B & #20)

**EXHIBIT "E":** One of the pages on the Respondent's website. Has nothing to suggest that any transaction has occurred between the Complainant and Respondent. Ocean services is what we are likely to offer in the future but that service is not available for now. Obioma Ukegbe was told that we don't offer ocean service at his first call. Complainant was not in any way misled because he acknowledge that the agreement is for air cargo but didn't understand why ocean was used.( Refer to Exhibit # 17B & # 20.)

**EXHIBIT "F":** Respondent's tracking page. Still has no connection with the Complainant. Respondent is not obligated to use the listed airlines or vessel. If he does, customer will be given proper documentation to follow up his shipment. If no shipping business occurs between a customer and the company, the tracking link becomes irrelevant.

**EXHIBIT "G":** Document shows ACL website. Again has nothing to suggest that any transaction has occurred between the Complainant and Respondent. Never misled the Complainant because he already acknowledged that the agreement is for air cargo but was wondering why ocean shipping occurred. (Please refer to highlighted portion on Exhibit # 20, and highlighted last sentence on Exhibit # 17B).

**End notes:**

**ON COMPLAINT:**

Respondent still believe that this complaint was filled inappropriately and by the wrong person. It would have been understandable if Obioma Ukegbe is the Complainant because every discussion about this transaction passed through him. There is no doubt that the Complainant owns the purchase license, but he passed the shipping responsibility to his friend/partner which is Obioma Ukegbe. Respondent as the shipping agent worked with who contacted him for the shipment.

**ON PAYMENT:**

Payments can be made on behalf of someone, depositing money into someone's account can never be enough proof by itself that you have anything going on with that person. Payment proof can be supported with other evidences like Quotes, Invoices, Airway bills, Receipts, Bill of Lading and other evidences that Complainant has failed to produce.

**ON COMPLAINANT'S STATEMENTS & EXHIBITS:** Complainant has been saying different things to different organizations just to get things his way. He has also resorted to all sort of lies to change the direction of the situation. Contrary to his statement to FMC that the agreement was for Ocean shipping, he has been telling BBB that he did not understand why Ocean shipping was used and was even requesting for a refund since the agreement was to Air Freight but the Respondent shipped through Ocean. (see Exhibit #19, #17B & #20).

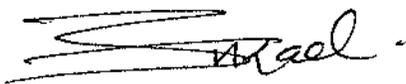
In one of his answers to the FMC question, he said that the shipment never occurred at all, but check his statement to the BBB on March 26, 2014 informing them that the equipment has finally cleared Nigeria Customs. He also acknowledged that he the Complainant has been given 7days to come and pick up his equipment or else, storage charge will start accruing in Lagos Nigeria. (See Exhibit #18 A & # 18 B.)

Complainant has failed to produce any concrete evidence that shows that any business transaction occurred between him and Respondent directly.

Respondent in his own part has tendered multiple evidences and proofs that clearly shows the transaction in dispute was handled by the Complainant partner and not the Complainant himself. Respondent has never worked or took any instruction directly from the Complainant.

Complainant resorted to "cock and bull story" to see if things can go his way thereby wasting everybody's time and resources. Complainant's friend/partner ( Obioma Ukegbe) can be contacted through his email or phone number as presented on Exhibit #16 A for his input if it becomes necessary.

This Response was submitted this 16<sup>th</sup> day of December 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 16<sup>th</sup> day of December 2014 to Okoye Christian Ogochukwu at 14133 Lemoli Avenue, Apt# E205, Hawthorne,California 90250 and the Secretary, Federal Maritime Commision, 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 Emeka Onyechu'

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

Skell.

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

This 16 day Dec 2014

Robert Gavilanez Jr

**ROBERTO A GAVILANEZ JR**  
Notary Public  
State of New Jersey  
My Commission Expires Aug. 22, 2018  
I.D.# 2437709

Exhibit #1

# Indirect Air Carrier Approval

The Transportation Security Administration approves:

**Donem International LLC**

**IAC #: NE0903002**  
**1901 EAST LINDEN AVE, SUITE # 16**  
**Linden, NJ 07036**

to operate under the terms and conditions of TSA's standard security program for Indirect Air Carriers. The above-named Indirect Air Carrier (IAC) has certified that it understands the requirements of the program, has instructed its employees and agents on their security responsibilities under this program, and is otherwise in compliance with all of the terms and conditions of the security program including all emergency amendments. The above-named IAC also understands that it is responsible for program compliance by its employees, contractors, agents and any other person that it allows to operate under its approval number.

Under this Approval, this entity is authorized to operate under the TSA approved standard security program from the date that the approval was issued on: **April 17, 2014** until the date of its expiration on: **April 29, 2015**.

Approval Authorized by:  
  
**Nancy Hebel**  
NC Regional Coordinator

Exhibit #2

# **Donem International**

**Shipping & Courier** *Fast • Reliable • Affordable*



**Shipping by Air? You can never get it wrong with Donem Cargo.**

## **Donem Cargo Air freight services include:**

- Shipping of commercial cargo/courier
- Personal and household goods
- Farm & factory equipment
- Small packages, boxes, suitcases
- Emergency shipments
- Custom's clearance
- Packaging of all types of goods
- And many more...

**4-6**  
days guaranteed  
delivery from USA  
to Nigeria by air

### **Contact us:**

**New Jersey, USA**  
1901 East Linden Ave  
Suite 16, Linden, NJ 07036  
Tel: +1908 275 3675  
Fax: +1848 628 0207

**Maryland, USA**  
3450 Laurel Fort Meade Rd  
Suite 106, Laurel, MD 20724  
Tel: +1240 294 4084  
Fax: +1848 628 0207

**Lagos, Nigeria**  
54/56 Okota Road  
Isolo, Lagos  
Tel: 0708 238 6661 or  
0817 158 9176 or 0703 818 8855



**For inquiries: T: +1908 275 3675 (NJ) / +1240 294 4084 (MD)**  
**info@donemcargo.com • www.donemcargo.com**

Exhibit #3

**DONEM INTERNATIONAL SHIPPING & COURIER**



*World Class Shipping Service*

**4-6** days guaranteed delivery from USA to  
NAIJA by AIR.

1901 East Linden Avenue, Suite

#16, Linden, NJ. 07036

Tel: +1 908 275 3675

Fax: +1 848 628 0207

*email: info@donemcargo.com*

Ship to Lagos, Abuja, Owerri, P.H, Enugu, Kaduna  
and many more cities in  
Nigeria, Ghana, Kenya, South Africa, etc and earn...

**2.5% DISCOUNT WITH THIS  
COUPON**

Air shipments only. ICCB min. applies.

Discount available only at Donem Cargo  
and not combinable. Some other restrictions  
may apply.



[www.donemcargo.com](http://www.donemcargo.com)

Exhibit #4



**DONEM INTERNATIONAL SHIPPING & COURIER**

1901 EASTLINDEN AVENUE, SUITE 16, LINDEN, NJ. 07036

TEL: 908 275 3675. FAX 848 628 0207

info@donemcargo.com

www.donemcargo.com

NO: 0000729

DATE: 12-18-2013

**SHIPMENT RELEASE FORM/WAY BILL**

"I AM PICKING UP THE SHIPMENT/S SENT FROM THE UNITED STATES AMERICA BY Donem Int'l Obioma

Ulaegbe THROUGH DONEM CARGO LTD BECAUSE I'M THE OWNER/ OR TRUE REPRESENTATIVE OF THE OWNER. DONEM INT'L/DONEM CARGO WILL HENCEFORTH BE RELIEVED OF EVERY RESPONSIBILITY CONCERNING THESE PARTICULAR PACKAGES/S FROM ANYBODY AND / OR AUTHORITY, ALL FUTURE INQUIRIES ABOUT THE PACKAGES WILL FROM NOW BE DIRECTED TO ME" I'VE ATTACHED A COPY OF MY IDENTIFICATION CARD TO AUTHENTICATE THIS STATEMENT

RECEIVER'S NAME: RASHAEL ATIAH PHONE NUM: 7329861579

ADDRESS IN USA: 28 HARRISON AVE, SUITE 601, ENGLISHTOWN NJ 07726

TOTAL NUMBER OF PACKAGES RECEIVED: 9 pieces TOTAL WEIGHT: \_\_\_\_\_ LBS

RELEASED BY: Chiemeka (FOR: DONEM CARGO) RECEIVER'S SIGNATURE: [Signature]

Contact us:

New Jersey, USA. 1901 East Linden Ave, suite 16, Linden, NJ 07036 Tel: +1908 275 367 Fax: +1848 628 0207  
Maryland, USA. 3450 Laurel Fort meade Rd., Suite 106, laurel, MD 20724 Tel: +1240 294 4084 Fax: +1848 628 0207  
Lagos, Nigeria. 54/56 Okota Road., Isolo, Lagos Tel: 0708 238 6661, 0817 158 9176, 0703 818 8855

Freight Charges — \$2300

Pick up — \$100

\$2400

Paid

\$1900 cash

Bal

\$500 [Signature]

TO BE PAID BEFORE COLLECTION IN NIGERIA

7/15



Exhibit #5 - (saved text messages from the Claimant to Respondent)

Christian Okoye <okoyechris1967@gmail.com>

SMS with 18483910783  
4 messages

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

Tue, Aug 20, 2013 at 7:42 AM

Text or email your storage charges as we make arrangements to get those stuff out as soon as possible.

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

Mon, Sep 16, 2013 at 9:57 AM

Pls text me your account details.

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

Mon, Sep 16, 2013 at 5:15 PM

How much is cost for the 5 items

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

Mon, Sep 23, 2013 at 2:40 PM

I will appreciate if you cargo those items this weekend. Remember they should be 5 in number.

Exhibit #6



**DONEM INTERNATIONAL SHIPPING & COURIER**

1901 EASTLINDEN AVENUE, SUITE 16, LINDEN, NJ. 07036

TEL: 908 275 3675. FAX 848 628 0207

info@donemcargo.com  
www.donemcargo.com

Nº 0000282

DATE: 05/03/14

**SHIPMENT RELEASE FORM/WAY BILL**

PICKING UP THE SHIPMENT/S SENT FROM THE UNITED STATES AMERICA BY Okona

UK a-egle THROUGH DONEM CARGO LTD BECAUSE I'M THE OWNER/ OR TRUE REPRESENTATIVE OF THE OWNER. DONEM INT'L/DONEM CARGO WILL HENCEFORTH BE RELIEVED OF EVERY RESPONSIBILITY CONCERNING THESE PARTICULAR PACKAGES/S FROM ANYBODY AND / OR AUTHORITY, ALL THE INQUIRIES ABOUT THE PACKAGES WILL FROM NOW BE DIRECTED TO ME" I'VE ATTACHED A COPY OF IDENTIFICATION CARD TO AUTHENTICATE THIS STATEMENT

OWNER'S NAME: Uche Tolim Lee PHONE NUM: 02037289278

ADDRESS IN NIGERIA: State 14/15 B.E. Nike Kofunmi Shopping Plaza  
Opp Ading farm - Lagos

NUMBER OF PACKAGES RECEIVED: \_\_\_\_\_ TOTAL WEIGHT: \_\_\_\_\_ LBS

SIGNED BY: Kenna (FOR: DONEM CARGO) RECEIVER'S SIGNATURE: \_\_\_\_\_

**Contact us:**

New Jersey, USA. 1901 East Linden Ave, suite 16, Linden, NJ 07036 Tel: +1908 275 367 Fax: +1848 628 0207  
Maryland, USA. 3450 Laurel Fort meade Rd.. Suite 103, laurel, MD 20724 Tel: +1240 294 4084 Fax: +1848 628 0207  
Lagos, Nigeria. 54/56 Okota Road., Isolo, Lagos Tel: 0708 238 6661, 0817 158 9176, 0703 818 8855

A Biomedical equipment - 284 lbs kg 97 lbs



Exhibit # 8

DONEM INTERNATIONAL  
145 MANOR-CRES.  
NEW BRUNSWICK, NJ 08901-1690

1324

PAY  
TO THE  
ORDER OF

Lucia E. Perping

DATE Oct 9 2014

55-233 145  
212

One hundred and fifty <sup>00</sup>/<sub>100</sub> %

\$ 150 <sup>00</sup>/<sub>100</sub>

DOLLARS

**CHASE**

JPMorgan Chase Bank, N.A.  
www.Chase.com

FOR Constitution of Docket # 145 (FMC)

⑆001324⑆ ⑆026202337⑆

869859033⑆

*Perping*

MP

# Exhibit #9A

Subject: Fwd: Purchaser's Receipt to Bidder for Sale/Lot 21QSCI13077/059 - Register No P2310560

From: "obioma ukaegbe" <ukaegbe@yahoo.com>

Date: Fri, July 19, 2013 11:22 am

To: chiemeka@donemcargo.com

Priority: Normal

call Angela LI 9086470181 ext 4246

--- On Mon, 7/15/13, Christian Okoye <okoyechris1967@gmail.com> wrote:

> From: Christian Okoye <okoyechris1967@gmail.com>  
 > Subject: Fwd: Purchaser's Receipt to Bidder for Sale/Lot 21QSCI13077/059 - Register No P2310560  
 > To: ukaegbe@yahoo.com  
 > Date: Monday, July 15, 2013, 3:22 PM  
 > ----- Forwarded message  
 > -----  
 > From: <GSAAuctions.Northeast.Caribbean@gsa.gov>  
 > Date: Jul 9, 2013 12:01 PM  
 > Subject: Purchaser's Receipt to Bidder for Sale/Lot 21QSCI13077/059 - Register No P2310560  
 > -----  
 > To: <OKOYECHRIS1967@gmail.com>  
 > Cc: <GSAAuctions.Northeast.Caribbean@gsa.gov>, <GSAAuctions.SoutheastSunbelt@gsa.gov>

GSA FEDERAL ACQUISITION SERVICE

OFFICE OF PERSONAL PROPERTY

MANAGEMENT

PURCHASER'S RECEIPT AND AUTHORITY TO RELEASE PROPERTY

-----

> 1. FROM:  
 > 2. PAYMENT INFORMATION

GSA, FAS, 3QSCA-2	A.
TYPE	
THE STRAWBRIDGE BLDG.	N
REFUND DUE Y PAID IN FULL	
20 NORTH 8TH ST, 10TH FLOOR	B.
AMOUNT: C. FORM OF PAYMENT: M	

> PHILADELPHIA  
> \$3027.00 55423 679555

> PA 19105  
> D. REGISTER/REPORT NO.

> Tommy Pruitt  
> (INTERNAL USE ONLY)

> TEL: (215)446-5078  
> P2310560/362201-3133-0004

> FAX: (215)446-5116  
> REG TYPE: O (INTERNAL USE ONLY)

E.

> [tommy.pruitt@gsa.gov](mailto:tommy.pruitt@gsa.gov)

3. DEPOSIT INFORMATION

A. APPROPRIATION ACCOUNT NUMBER

3630160-395

-----  
> ACKNOWLEDGEMENT IS MADE OF PAYMENT IN FULL FOR THE  
> PROPERTY LISTED

> BELOW. RELEASE OF PROPERTY AT THE REQUEST OF THE  
> PURCHASER IS AUTHORIZED.

> PURCHASER MUST PRESENT THIS DOCUMENT AT TIME OF  
> REMOVAL.

-----  
> 4. DATE PURCHASER MUST REMOVE OFFICER  
> 5. COLLECTION

> PROPERTY BY, UNLESS NOTIFIED /S/ DIANA  
> DANIEL

> BY GSA: 07/19/13  
> 07/09/13

-----  
> 6. PURCHASER OWNING AGENCY OR REPORTING OFFICE  
> 7.

> BIDDER NO.: 213059 VA NEW  
> JERSEY HEALTH CARE SYSTEM

> OKOYE  
> 151 KNOLLCROFT ROAD

> CHRISTIAN  
> 561/90) BLDG. 11

Complaint ID 9908663

Exhibit #10 (originally presented) 6/15  
by the Complainant

Chase Online

TOTAL CHECKING (...5134)

Check Number: 533

Post Date: 09/23/2013

Amount of Check: \$1,330.

CHRISTIAN O. OKOYE  
14106 CERISE AVE., APT. D102  
HAWTHORNE, CA 90250-8264

80-7182/3222  
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  
Carson South Bay Financial Ctr 9820  
20710 Avalon Boulevard  
Carson, CA 90746

1-800-785-7000  
24 Hour Customer Service

NOTES

for shipment of items

*[Signature]*

⑆32227⑆627⑆ ⑆2⑆⑆⑆⑆45⑆34⑆ 0533

Need help printing or saving this check?

Seq: 209

Batch: 634891

Date: 09/21/13

Seq: 00209 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.

Need help printing or saving this check?

Complaint ID 9908663

(originally presented by the Complainant)

9/15



Christian Okoye < okoyechris1967@gmail.com >

SMS with Emeka NJ

9 messages

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

Fri, Nov 8, 2013 at 10:48 AM

Chairman how far

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

Wed, Dec 18, 2013 at 7:40 AM

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

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

Wed, Dec 18, 2013 at 7:43 AM

Pls call either of us. We are getting worried

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

Wed, Dec 25, 2013 at 1:07 AM

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 >  
To: Emeka NJ <18483910783@unknown.email>

Wed, Dec 25, 2013 at 1:10 AM

[Quoted text hidden]

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

Sat, Dec 28, 2013 at 10:23 AM

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 >  
To: Emeka NJ <18483910783@unknown.email>

Tue, Dec 31, 2013 at 6:59 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

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

Tue, Dec 31, 2013 at 7:05 PM

Christian Okoye  
14133 Lemoli Avenue Apt E205  
Hawthorne, CA, 90250

Exhibit # 12 (originally Presented by the Complainant)

Dear Christian Okoye :

This message is in regard to your complaint submitted on 1/31/2014 2:26:05 PM against Donem International LLC. Your complaint was assigned ID 9908663.

The business has sent the BBB a message regarding this complaint, and we are passing it on to you. The contents of the message are below or attached. Please respond within 10 days via the website, email or postal mail; all responses will be copied to the company. If we do not hear from you the complaint will be closed as assumed resolved.

The text of your complaint may be publicly posted on BBB's Web site (BBB reserves the right to not post in accordance with BBB policy). Please do not include any personally identifiable information when contacting us regarding this dispute. By submitting your complaint, you are representing that it is a truthful account of your experience with the business. BBB may edit your complaint to protect privacy rights and to remove inappropriate language.

Regards,

Stephanie Scharko

Service Representative

**MESSAGE FROM BUSINESS:**

Donem International LLC 1901 East Linden Avenue, #16 Linden, NJ. 07036 Friday, February 25, 2014 Better Business Bureau Serving New Jersey 1262 Whitehorse—Hamilton Square Road Building A, Suite 202 Hamilton, NJ. 08690 RE: Complaint with ID of 9908663 Donem Int'l LLC has no contract whatsoever with Christian Ogochukwu Okoye of 14133 Lemoli Avenue, Apt E205, Hawthorne, CA 90250. However, the referenced transaction was done through another person in the name of Obioma Ukegbe of California whom we still update on his shipment status with us. Obioma Ukegbe contacted us to pick up the said medical equipment from VA New Jersey Health Care System sometime in July 2013 and forward them to Nigeria on his behalf. Obioma was told by our company immediately that we only offer AIR CARGO services and not SEA CARGO. Much hesitation, he agreed and requested for immediate pick up because the storage charge was about to start accruing at VA New Jersey. The medical equipment was picked up on July 19 2013, we contacted Obioma Ukegbe with the billing information but the story changed immediately, it was there that he told me that all the equipment were not just for him and that some belong to his friend Christian Okoye. I was told to hold on that he can talk to his friend on the way forward. Later, Christian Okoye called and explained that he was going through some stress and that he was not in a very good financial position at that moment as he was still struggling to settle some bills as a result of his wife having a baby. After few months, Christian and Obioma called that they were ready to cargo the equipment and paid in money for just shipping of the equipment and not storage fees into our accounts. I let them know that for the equipment to ship by AIR, the equipment have to be crated and packaged properly and that crating the equipment will be customer's responsibility because we have to contract another crating company for that service. I personally advised them to send someone to pick up those equipment from our warehouse since I don't have any interest in shipping them, their representative in New Jersey later came to inspect the equipment on their behalf and all resolved to ship them via ocean to save money on crating and repacking. The equipment were picked up by another shipping company I contracted on their behalf around December 19 2013, the shipping vessel with those equipment sailed sometime in January 2014, it takes 4-8 weeks to ship and clear container in Lagos Nigeria and not 2 weeks. The container is at this moment undergoing Custom's clearing in Nigeria. Obioma Ukegbe is constantly being updated with the status of the container because he is the main contact as far as we are concerned. As a policy, we don't give tracking information on consolidated shipment in a container for security reasons but can update customers with (Estimated Time of Arrival) and contact them whenever their goods are ready for pick up. Bill of Lading would have been given to Obioma Ukegbe if the whole container was leased by them. I believe that Christian Okoye and Obioma Ukegbe in order to avoid storage charges by VA New Jersey Care System, pretended to be interested in our AIR CARGO service, made us pick the equipment up from the VA facility, and then abandoned the equipment in our warehouse for more than 5 MONTHS. When contacted about storage charge that they owe to Donem Int'l, Obioma Ukegbe split the total amount and paid half; he

Exhibit #13 (Originally Present by the Complainant)



Christian Okoye <okoyechris1967@gmail.com>

SMS with Emeka NJ

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.



World Class Shipping Service

Exhibit # 14

### DONEM INTERNATIONAL SHIPPING & COURIER

1901 EAST LINDEN AVENUE, SUITE 16, LINDEN, NJ. 07036

[www.donemcargo.com](http://www.donemcargo.com)

[info@donemcargo.com](mailto:info@donemcargo.com)

TEL: 908 275 3675, FAX 848 628 0207

### SHIPMENT AUTHORIZATION FORM

PLEASE PRINT

1. Name of Sender/Shipper: \_\_\_\_\_

Full Address in U.S.A: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Name of Consignee/Receiver : \_\_\_\_\_

Address of Consignee: \_\_\_\_\_

Consignee's Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Documents Required: Copies of Government Issued Photo ID (U.S. Residents), International Passport (Non U.S. Residents) Commercial Invoice/Parking list for every shipment, Original Title (for vehicles), and / or other proof of ownership.

### CONSENT TO SCREEN/SHIPPER'S SECURITY ENDORSEMENT

*"I certify that this cargo does not contain any unauthorized person and any unauthorized explosive, incendiary, and other destructive substance or item. I am aware that this endorsement and original signature and other shipping documents will be retained on file for a minimum of 30 calendar days".*

"I THE UNDERSIGNED CERTIFY THAT I AM THE TRUE SHIPPER OR AUTHORIZED REPRESENTATIVE OF THE SHIPPER, AND DO HEREBY GIVE DONEM INTERNATIONAL LLC THE CONSENT TO INSPECT ALL THE GOODS TENDERED ACCORDING TO TRANSPORT SECURITY ADMINISTRATION'S REQUIREMENTS AND GUIDELINES AND SHIP THEM TO MY APPROVED PERSONS/DESTINATIONS".

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: This form can only be filled out once and can be used for both one time and subsequent shipments; it's the shipper's responsibility to update us in case of any change.

complaint ID: 9908663



Exhibit #15 (Originally Presented by the Complainant) 7/15

Christian Okoye < okoyechris1967@gmail.com >

**SMS with 18483910783**

4 messages

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

Tue, Aug 20, 2013 at 7:42 AM

Text or email your storage charges as we make arrangements to get those stuff out as soon as possible.

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

Mon, Sep 16, 2013 at 9:57 AM

Pls text me your account details.

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

Mon, Sep 16, 2013 at 5:15 PM

How much is cost for the 5 items

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

Mon, Sep 23, 2013 at 2:40 PM

I will appreciate if you cargo those items this weekend. Remember they should be 5 in number.



Exhibit #16\*

**DONEM INTERNATIONAL SHIPPING & COURIER**

1901 EAST LINDEN AVENUE, SUITE 16, LINDEN, NJ. 07036

[www.donemcargo.com](http://www.donemcargo.com)

[info@donemcargo.com](mailto:info@donemcargo.com)

TEL: 908 275 3675, FAX 848 628 0207

SHIPMENT AUTHORIZATION FORM

Name of Sender/Shipper: UKAEGBE OBIONA

Full Address in U.S.A.: 1467 ABBOTT ROAD NJ

City: CARSON State: CA Zip Code: 90746 Tel: 310 916 4098

E-mail: UKAEGBE@JAHOO.COM

Name of Consignee/Receiver: UCHE LEE

Address of Consignee: 096A LAJAN

Consignee's Phone Number: 08037289278 E-mail: \_\_\_\_\_

Copies of Government issued Photo ID (U.S. Residents), International Passport (Non U.S. Residents) Commercial Invoice/Parking list for every shipment, Original Title (for vehicles), and / or other proof of ownership.

CONSENT TO INSPECTION/SHIPPER'S SECURITY ENDORSEMENT

"I certify that this cargo does not contain any unauthorized person and any unauthorized explosive, incendiary, and other destructive substance or item. I am aware that this endorsement and original signature and other shipping documents will be retained on file for a minimum of 30 calendar days".

"I THE UNDERSIGNED CERTIFY THAT I AM THE TRUE SHIPPER OR AUTHORIZED REPRESENTATIVE OF THE SHIPPER, AND DO HEREBY GIVE DONEM INTERNATIONAL LLC THE CONSENT TO INSPECT ALL THE GOODS TENDERED ACCORDING TO TRANSPORT SECURITY ADMINISTRATION'S REQUIREMENTS AND GUIDELINES AND SHIP THEM TO MY APPROVED PERSONS/DESTINATIONS".

Print Name: UKAEGBE OBIONA

Signature: [Signature] Date: 2-27-14

NOTE:

General Terms & Conditions of Carriage

DEFINITIONS: The following definitions apply to the terms and conditions set out below that govern this contract of carriage between you and us.

"Our", "We", "Us" means Donem International LLC and/or Donem Cargo Ltd and their respective Employees, Agents, and Independent contractors.

"You" and "Your" means the Sender, Consignee, Receiver, Owner, Representative, Agents and other Party having a legal interest in those shipments.

"Shipment", "Goods" means package, parcels, and boxes, pieces of freight given to us and accepted by us for transportation

- 1. ACCEPTANCE:** By giving us your shipment you accept our terms and conditions of carriage on behalf of yourself and/or anyone else who has any interest in the shipment irrespective of whether you have signed it or not. If you give us your shipment with oral or written instructions that conflict with our terms and conditions, we shall not be bound by such instructions.
- 2. CARRIAGE:** If the carriage of your shipment involves an ultimate destination or a stop in a country other than the country of departure, Warsaw convention that is compulsorily applicable will apply and govern our limit of liability for loss, damage, and delay of your shipment (b) Our limit of liability is \$40cents per pound (lb) and up to a maximum of \$400 USD per shipment if the original invoice is provided at the time shipment is tendered. (c) We shall make every possible effort to deliver shipments according to our regular delivery schedule, but we will not be liable for any loss, damage, delay of your shipment even if we had knowledge that such damage or loss might arise
- 3. CUSTOMER'S CLEARANCE:** By giving us your shipment, you hereby appoint us as your Agent unless otherwise noted to clear and enter the shipment through Customs, you also certify that we are the Consignee for the purpose of designating a Custom Broker to perform Customs clearances and entries if we subcontract this work. Any additional documentation by the Customs or other governmental bodies that is required will be provided by you at your expense. You acknowledge that in the event you make untrue statement about your shipment or any of its contents, or fail to obtain proper import permit, you risk civil and/or criminal prosecution which may involve forfeiture and sale of your shipment as a penalty. Any voluntary assistance by us in completing the required Customs and other formalities for any Government Agencies will be rendered at your sole risk, and you agree to indemnify us and hold us harmless from any claims that may be brought against us arising from the information you give to us. Any cost we will incur as a result of the actions of Customs and/or other Governmental Authorities or your failure to provide proper documentation and/or to obtain required license or permit will be charged to you or the receiver of the shipment.
- 4. LIABILITY:** We are not liable if your shipment or any part of it is lost, damaged or delayed because we do not fulfill any obligations towards you at all as a result of (i) circumstances beyond our control such as (but not limited to) acts of god including storms, flooding and fire.(ii) force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions.(iii) national or local disruption in air or ground transportation networks and mechanical problems to modes of transport or machinery, criminal acts of third parties such as theft and arson.(iv) an error or omission of any Customs, Airline, airport or Government official.(v) the contents of the shipment consisting of any article

that is a prohibited item even though we may have accepted the shipment by mistake.

- 5. INSURANCE:** We advise customers to check whether insurance coverage can be obtained for the type of goods that they want to send. Insurance coverage must be requested and premium paid before commencement of your shipment from our JSA warehouse, otherwise it will not be valid.
- 6. PAYMENT:** By giving us your shipment, you will be fully responsible for all the charges that may arise during the course of your shipment including any fines from Government Authorities, our attorney fees, storage charges, and legal costs related to your shipment.
- 7. SERVICE BY THIRD PARTIES:** We shall under no circumstances be liable for any loss, damage or delay to your shipments entrusted by us to another forwarder or carrier to render other services with respect to that shipment. Any complaints and settlement will solely be between you and the third party company/agent involved.
- 8. GENERAL LIEN ON ANY PROPERTY:** The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claims remain unsatisfied for thirty(30)days after demand for its payment is made, the Company may sell at public auction or private sale, upon ten(10)days written notice, registered mail(R.R.R) to the Customer, the goods wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Company. Any surplus from such sale shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale. Storage charges will start to accrue after seven (7) days of being notified about the availability of your shipment for pick up and/or delivery, goods not picked up after one hundred and twenty (120) days may be auctioned out or sold to recover unpaid charges.
- 9. CLAIMS PROCEDURE:** If you wish to file a claim for a lost or damaged shipment, you must comply with any applicable convention, and notify us in writing within seven (7) days about the loss or damage after delivery of the shipment or within thirty five (35) days of the date the shipment should have been delivered. We are not obliged to act on any claim until our carriage charges have been paid nor are you entitled to deduct the amount of your claim from our carriage charge.
- 10. LAWS AND JURISDICTION:** Any claims and/or disputes arising under the terms and conditions of carriage shall be brought before and determined by the Courts of City of Linden and in accordance with the laws of New Jersey, unless otherwise agreed to, by the Company. We however reserve the right to take legal action against the Customer and/or the Holder as well at any other Competent Court.

By signing below, customer acknowledges that customer has read, thoroughly understands, agrees and knowingly consents all terms, conditions and obligations listed and set forth in this Terms & Conditions of Carriage.

SIGNATURE: [Signature] DATE: 2-27-14

NAME: Markus Obiora

Please scan and email back to: [info@donemcargo.com](mailto:info@donemcargo.com)

Exhibit #17A



Better Business Bureau Serving New Jersey  
1262 Whitehorse-Hamilton Square Road  
Building A, Suite 202  
Hamilton, NJ 08690  
Phone: (609) 588-0808  
Fax: (609) 588-0546  
info@newjersey.bbb.org

Friday, March 07, 2014

mgmt  
Donem International LLC  
1901 East Linden Avenue, Suite 16  
Linden NJ 07036

Dear mgmt :

This message is in regard to a complaint submitted to the BBB about your business on 1/31/2014 2:26:05 PM by **Christian Okoyo** . This complaint was assigned ID 9908663.

Your customer has additional concerns regarding this case. For your convenience, a copy of this information is listed below. Please respond within 10 days of receiving this notice. All responses will be copied to the complainant.

In the BBB's experience, responses that help to foster trust in a business:

- \* Acknowledge customer concerns
- \* State the facts as you see them and avoid emotion
- \* Explain the actions you can and can't take to resolve concerns

Please understand that the consumer's complaint and your response may be publicly posted on the BBB Web site (BBB reserves the right to not post in accordance with BBB policy). Please do not include any information that personally identifies your customer. By submitting your response, you are representing that it is a truthful account of your experience with this consumer. The BBB may edit the complaint or your response to protect privacy rights and to remove inappropriate language.

If you should have any questions or concerns, please do not hesitate to contact me.

Regards,

Stephanie Scharko  
Service Representative

**MESSAGE:**

Complaint: 9908663

I am rejecting this response because:

In response to Mr Emeka Onyechi's claim that he does not have any contract with me whatsoever, I do hereby attach all correspondents with Mr. Emeka Oyechi, which includes letter of authorization to collect the items, proof of payment of the items, text messages and telephone calls records, which I made to Mr. Emeka Onyechi of Donem International LLC.

BBB Complaint ID: 9908663 (11556912)

# Exhibit # 17B

In one of my text messages dated August 20th 2013 @ 07:42 am precisely, after I got tired of waiting for a quote for the shipment of the equipment, I then told Mr. Emeka that I will want to pick up the equipments and make an alternative arrangements for the shipping. It was at this juncture that the issue of storage fee came up. According to him, that if I have to pick up the items, and have another company ship them, that he will charge me a storage fee for the periods the items were in his warehouse. I then requested for his storage charges via text message, which he never replied to, not until I called him after some days. If you calculate the day the item was picked up, to the day I sent him the text it is not up to 5months as claimed by Mr. Emeka Onyechi. Also, subsequent text records show date, time, and content of my text to Mr. Onyechi.

Secondly, My proof of payment will also show how long the items were with him before my payment, and how long he kept the items after my payment before he finally shipped them.

Furthermore, Mr. Emeka Onyechi forgot to mention that the amount I paid into his account was our calculation for the items to be sent through cargo not shipping which should have taken not more that 5working days as he indicated in his statement that he only does air cargo, hence the cost we agreed on was for air cargo. But when they were finally sent via ocean freight shipping, no refund was made nor recalculation of the actual cost of shipping considering the fact that both does not cost the same amount. Rather he resorted to all kind of lies to keep me waiting while he trade with the money I paid into his account until he deems it necessary to ship the items. Despite all my pleas to him both over the phone and through text messages to have this items sent to Nigeria as soon as possible, he believed I wasn't customer enough to contribute in the decision making of items, which I since have paid for the services.

I will appreciate if Mr. Emeka Onyechi will provide to this department proofs of all his claims either in the form of email, phone call record or text message. I was the one that calls him always either to have him not pick up the phone, or have him tell me one story or the other.

Finally, I ask this you to please carefully study the letter of authorization which was sent to Mr. Emeka Onyechi which have my name on it and the proof of payment of the items which he claimed he doesn't have any contract with me, also my text messages which was never replied except when I asked for his account, the phone calls I made which were never answered nor returned, and compare them with Mr. Emeka Onyechi's claim and decide who is owing who. And as far as I know, I do not owe Mr. Emeka Onyechi neither do I owe Donem International LLC and money. If there is anyone the needs to be refunded, it should be me my for paying his company to send my items through air cargo, only to have them sent through shipping.

Regards,

Christian Okoye

Exhibit #18A



Better Business Bureau Serving New Jersey  
1262 Whitehorse-Hamilton Square Road  
Building A, Suite 202  
Hamilton, NJ 08690  
Phone: (609) 588-0808  
Fax: (609) 588-0546  
info@newjersey.bbb.org

Wednesday, March 26, 2014

mgmt  
Donem International LLC  
1901 East Linden Avenue, Suite 16  
Linden NJ 07036

Dear mgmt :

This message is in regard to a complaint submitted to the BBB about your business on 1/31/2014 2:26:05 PM by Christian Okoye . This complaint was assigned ID 9908663.

Based on the consumers response, the BBB has determined that their issues have not been resolved. We encourage you to visit our website -www.trenton.bbb.org - to see what other services we offer in the way of dispute resolution.

We hope you will be able to resolve your customer's concerns in the future. In the meantime, we have closed this case as "unresolved", and updated your BBB report accordingly. If your company resolves your customer's concerns in the future, please contact me so I can update your report to the public. If you should have any questions, please do not hesitate to contact me.

Regards,

Stephanie Scharko

Service Representative

**MESSAGE:**

Complaint: 9908663

I am rejecting this response because:

*Cleared* I write to bring to your notice that I have been made to understand that Mr. Emeka Unyechi has finally *clear* dead the item through Nig<sup>e</sup>ola Cusi<sup>to</sup>mms, but have refused to *my* furnish me with information or contact details of who I should contact to collect *my* 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 *40* 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 Intemational LLC release my items to me without further delay.

Thanks Yours truly

I do not accept the response made by the business to resolve this complaint

Complaint: 9908663

Exhibit #18B

(Originally  
tendered by  
the Claimant

cleared

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 ~~clear~~ the items through Nigoria Cusimns, 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

# Exhibit #19

## CUSTOMER EXPERIENCE INFORMATION

### **Customer Information:**

Christian Ogochukwu Okoye  
14133 Lemoli Avenue Apt E205  
Hawthorne , CA 90250  
Daytime Phone: 310-648-1081  
Evening Phone: 310-978-3973  
E-mail: okoyechris\_o@yahoo.com

### **The details of this matter are as follows:**

#### **Complaint Involves:**

Delivery Issues

#### **Customer's Statement of the Problem:**

I contracted with one Mr. Emeka Onyechi to collect some medical equipment which I purchased from VA New Jersey Health Care System in 07/05/2013 on my behalf, and cargo them to Nigeria for collection. I have since paid him the agreed amount but to my greatest disbelieve, the said items have not been either delivered in Nigeria, nor has it been returned to me. I have made several attempts to contact the Director of this company by the name of Mr. Emeka Onyechi, but will either be told he travelled to Nigeria, or when you finally get him on the line you will be threatened not to call him nor bother him regarding this transaction, according to him, that he will notify you when the item arrives its destination. He has neither agreed to providing me with the tracking information of the cargo or the shipping vessel as her later claimed to have shipped it rather than cargo based on our agreement.

#### **Complaint Background:**

**Problem Occurred:** 9/16/2013

#### **Name of Salesperson:**

**Purchase Price:** \$3027.00

**Disputed Amount:** \$5327.00

#### **Desired Settlement:**

At this moment, I am beginning to suspect that he has swindled me of both my items and money. I do ask that Better Business Bureau to assist me in either have him deliver my items as agreed, or refund the money paid into his account and the items in his possession.



# BBB Complaint ID #9908663

## Complaint Information

**Complaint ID:** 9908663  
**Date Filed:** 1/31/2014

**Filed with:** BBB  
 1262 Whitehorse Hamilton Square  
 Road, Building A, Suite 202  
 Hamilton, NJ 08690  
**Phone:** (609) 588-0808  
**Fax:** (609) 588-0546  
**Email:** info@newjersey.bbb.org  
**URL:** http://www.newjersey.bbb.org

## Consumer Information

**Name:** Christian Ogochukwu Okoye  
**Address:** 14133 Lemoli Avenue Apt E205  
 Hawthorne, CA 90250  
**Daytime Phone:** 310-648-1081  
**Evening Phone:** 310-978-3973  
**Fax:** None Provided  
**Email:** okoyechris\_o@yahoo.com

## Business Information

**Business Name:** Donem International LLC  
**Address:** 1901 East Linden Avenue, Suite 16  
 Linden, NJ 07036  
**Phone:** (908) 275-3675

## Complaint Details

I contracted with one Mr. Emeka Onyechi to collect some medical equipment which I purchased from VA New Jersey Health Care System in 07/05/2013 on my behalf, and cargo them to Nigeria for collection. I have since paid him the agreed amount but to my greatest disbelieve, the said items have not been either delivered in Nigeria, nor has it been returned to me. I have made several attempts to contact the Director of this company by the name of Mr. Emeka Onyechi, but will either be told he travelled to Nigeria, or when you finally get him on the line you will be threatened not to call him nor bother him regarding this transaction, according to him, that he will notify you when the item arrives its destination. He has neither agreed to providing me with the tacking information of the cargo or the shipping vessel as her later claimed to have shipped it rather than cargo based on our agreement.

## Desired Outcome/Settlement

**Desired Settlement:** Other (requires explanation)

At this moment, I am beginning to suspect that he has swindled me of both my items and money. I do ask that Better Business Bureau to assist me in either have him deliver my items as agreed, or refund the money paid into his account and the items in his possession.

## Complaint Details

**Nature of Complaint:** Delivery Issues Delivery Issues  
**Date Problem Occured:** 9/16/2013 12:00:00 AM  
**Date(s) Complained:** Not Provided  
**Purchase Date:** Not Provided  
**Salesperson:** Not Provided

## Complaint Details (cont.)

Exhibit # 21

Federal Maritime Commission, Washington, D.C.

Informal Docket No. 1945 (1)

OKOYE CHRISTIAN OGOCHUKWU  
(Claimant)

vs.

EMEKA ONYECHI (DBA) DONEM INTERNATIONAL, LLC  
(Respondent)

RECEIVED  
2014 JUL -8 AM 11:41  
OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMM

I. Claimant is an Individual. Nature of Business: Claimant purchases and ship for sale Medical Equipments to Nigeria. Principal place of business: 14133 Lemoli Avenue, Apt.# E205, Hawthorne, California 90250.

II. Respondent named above is a Limited Liability Corporation. Nature of Business: Respondent is involved in Sipping and Clearing. Principal place of business: 1901 Linden Avenue, Suite 16, Linden, New Jersey, 07036.

III. That: A. On 7/5/2013, Claimant purchased medical equipments from VA New Jersey Health Care System for \$3,027.00. Exhibit "1".

B. On 7/15/2013, Claimant signed an Authorization Letter for Respondent to collect and ship the equipments to Nigeria on Claimant's behalf. Exhibit "2".

C. Claimant paid the Respondent the sum of \$1,330.00 for shipment of the equipments. Exhibit "3".

D. Claimant corresponded with the Respondent regarding the shipment of Claimant's equipments, but Respondent failed to communicate, failed to send back Claimant's equipments and refused to refund money paid for shipment and clearing. Exhibit "4".

E. Respondent is engaged in Transportation by water in New Jersey under the jurisdiction of the Federal Maritime Commission.

IV. Not applicable as Claim is not for overcharges.

V. Respondent is in violation of the Shipping Act of 1984, [46 U. S. C. Section 41102 ©], "prohibits common carriers and ocean transportation intermediaries from failing to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property." In the instant Claim, Respondent as an "Ocean transportation Intermediary" has failed to observe practices relating to receiving, handling, storing and delivering property of Claimant.