

FEDERAL MARITIME COMMISSION

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| _____                                   | ) |                           |
| <b>WALTER MUZORORI,</b>                 | ) | <b>Docket No. 1949(F)</b> |
| Claimant                                | ) |                           |
| <b>vs.</b>                              | ) |                           |
|   | ) |                           |
| <b>CANADA STATES AFRICA LINES, INC.</b> | ) |                           |
| Respondent                              | ) |                           |

**CLAIMANT’S REPLY BRIEF TO RESPONDENT’S OPPOSITION BRIEF  
WITH RESPONSE TO PROPOSED FINDINGS OF FACT**

**INTRODUCTION**

Walter Muzorori, by and through his counsel, and in accordance with CFR §502.102, I make the following representations:

**CLAIMANT’S RESPONSE TO CSAL’S RESPONSE TO  
PROPOSED FINDINGS OF FACT**

**CSAL Response #1:** *Admitted in part. On May 1, 2014, CSAL issued a Liner Booking Note to Claimant for the shipment of a single used “Truck Head” from Baltimore, Maryland to Cape Town, South Africa. On May 10, 2014, CSAL issued a draft, unsigned bill of lading to Claimant for the shipment of two used Volvo 2005 road tractors from Baltimore to Cape Town aboard the Atlantic Impala. This is the same document that Claimant designates as “Exhibit 1” in his brief. On May 14, 2014, CSAL issued a signed, original bill of landing to Claimant for the shipment of two used Volvo 2005 road*

*tractors from Baltimore to Cape Town aboard the Atlantic Impala. This signed, original bill of lading constitutes the Contract between Claimant and CSAL, and the Volvo 2005 road tractors described in that document constitute the Cargo. Claimant omitted the signed, original bill of lading that constitutes the Contract from the Appendix to his brief. Claimant delivered the Cargo to CSAL's agent in Baltimore on or before May 5, 2015.*

**Claimant's Reply: Admitted in part. At no time relevant, did Claimant receive the said signed original bill of lading on May 14, 2014 from CSAL.**

**Claimant's Proposed Finding #1. "On May 1<sup>st</sup>, 2014, I delivered two vehicles (2x Volvo truck heads models VNL 64T630) with the shipping line CSAL scheduled to be shipped to Cape Town South Africa aboard Atlantic Impala vessel."**

**CSAL Response #2:** *Admitted in part and denied in part. As stated in the Response to Claimant's Proposed Finding #1 above, the document that Claimant designates as "Exhibit 1" in his brief is in a Liner Booking Note issued to Claimant in CSAL on May 1, 2014. This document is not an invoice and should not be mistaken for one. Moreover, none of the supporting documents accompanying Claimant's brief contain the date "May 13, 2014." Although CSAL invoiced Claimant for the shipment Claimant's description of these events is inconsistent with the record.*

**Claimants Reply: Admitted**

**Claimant's Proposed Finding #2. "Tuesday May 13, 2014 CSAL invoiced me for the movement to my cargo, total invoice is XXX – See Exhibit1."**

*CSAL response #3: Admitted in part and denied in part. There is no email dated May 15, 2014 in the record or contained in Claimant's Appendix. On May 16, 2014, CSAL sent an email to Claimant stating, "[w]e could discharge at Walvis Bay at no additional charge". This statement indicates that, at some time after the vessel sailed from Baltimore, Claimant did inquire about a possible alternative Port of Discharge. On May 19, 2014, CSAL sent a follow-up e-mail asking Claimant to "advise whether [Port of Discharge] change is still required and to which port as we have to send docs to customs soon." That same day, Claimant sent an email to CSAL stating "[w]e have decided to go with Walvis Bay" and asking CSAL to "let him know if there is something to provide on [his] end." (This is the same document that Claimant designates as "Exhibit 2" in his brief.)*

**Claimant's Reply: admitted in part.** Claimant's statement "[w]e have decided to go with Walvis Bay" indicates confirmation of change of Port.

**Claimant's Proposed Finding #3.** "On Thursday May 15, 2014, I sent an email requesting change of port of destination from Cape Town, South Africa to Walvis Bay, Namibia – See Exhibit 2."

*CSAL Response #4: Denied. There is no evidence of any communication dated May 20, 2014 in the record or contained in Claimant's Appendix. Although there were subsequent exchanges between the parties regarding the requested change in the Port of Discharge, at no time did CSAL confirm or accept a change in the Port of Discharge. The document Claimant designates as "Exhibit 3" in his brief does not support his*

*assertion on this proposed Finding of Fact. (Per Claimant's Exhibit 2 – Exhibit 8 in Respondent's Appendix – there would have been no charge if the Port of Discharge had been changed to Walvis Bay; CSAL's provision of wiring information was a routine of the shipment transaction, and not an acceptance or acknowledgement of any change in Port in Discharge.)*

**Claimant's Reply:**

**Claimant's Proposed Finding #4:** “On Tuesday May 20<sup>th</sup> 2014, CSAL accepted to change port of Discharge from Cape Town to Walvis Bay, - See Exhibit 3.”

*CSAL Response #5: Admitted in part and denied in part. Although CSAL did at one time prepare a draft bill of lading showing Walvis Bay as the proposed Port of Discharge, that draft bill of lading was never finalized, approved, signed, or issued by CSAL. The Document Claimant designates as “Exhibit 4” does not have CSAL's name or logo and is unsigned. (Cf. Exhibit 6 in Respondent's Appendix.) The record is devoid of anything that might tend to establish that CSAL ever approved, authorized or acknowledged any agreement to change the Port of Discharge.*

**Claimant's Reply: Denied. The second bill of lading is identical to the first bill of lading. CSAL's gave the excuse after the fact that they were simply confused about the Claimant's intentions and that consequently the cargo was delivered to Cape Town.**

**Claimant's Proposed Findings #5: “CSAL Sent me an updated draft bill of lading with change now showing Walvis Bay as a final destination – See Exhibit 4 and supporting emails.”**

*CSAL Response #6: Admitted in part. On May 27, 2014, CSAL sent an e-mail to Claimant acknowledging “partial payment from CITI [B]ank...” Claimant does not submit evidence demonstrating that his “partner” paid the remaining balance.*

**Claimant’s Reply: Admitted.**

**Claimant’s Proposed Finding #6: “ Tuesday May 27<sup>th</sup> shipping line accepted partial payment for shipping charges from CITADEL Federal credit union, the other half was later received from California from my partner (shipping bill was paid in full).”**

*CSAL Response#7: Admitted. E-mail correspondence from Woker that same day asks whether the Cargo would be discharged in Walvis Bay or Cape Town, and attaches a draft bill of lading from Woker that designates Cape Town (not Walvis Bay) as the Cargo’s Port of Discharge. Since Woker was itself located in Walvis Bay, this establishes that as late as May 2, 2014 Claimant’s own agent had nothing that showed any change in the Port of Discharge.*

**Claimant’s Reply:**

**Claimant’s Proposed Finding#7: “Tuesday May 27<sup>th</sup>, CSAL requested from me the clearing agent information in Walvis Bay Namibia. Since I did not have one, I requested that the shipping line recommend one and they provided me with two companies they use. I went with their referral and appointed a company called Woker Freight in Namibia.”**

*CSAL Response #8: Denied. Although CSAL forwarded Claimant a “revised draft with added clearing agent details at Walvis Bay” and asked him to “confirm that all [is] in order to issue originals at destination to Clearing Agent”, that was not a final document. Correspondence in the same e-mail indicates that CSAL sent this message on or after May 28, 2014. On May 30, 2014, Claimant sent confirmation to CSAL, and CSAL “sent instructions to issue originals at destination to Clearing Agent.” The context of this correspondence indicates that the destination was Walvis Bay, and the “draft” was a draft bill of lading. There is no evidence indicating that the bill of lading Claimant designates as “Exhibit 5” was the final contractual agreement” between the parties, however. As is evident from the face of the document, it does not bear CSAL’s name or logo, was not signed by CSAL, was not stamped by CSAL, and does not bear the word “original”. The fact that for some reason this draft bill of lading (designated by claimant as “Exhibit 4”) bears a Namibian customs and excise stamp dated June 3, 2014 is of no contractual significance it is not evidence and of any action by CSAL. The fact that similar stamps appear on a Lading Order and Namibia Customs Release Order suggested that Claimant’s agent at Walvis Bay mistakenly cleared, reviewed and released cargo that, in fact, never arrived at their port.*

**Claimant’s Reply: Denied. Claimant maintains that this stamped document was the final agreement between the parties. The fact remains that CSAL negated on its obligation and then fell back on the excuse that the agreement was never finalized.**

**Claimant's Proposed Finding #8. May 30<sup>th</sup>, 2014 CSAL issued original documentation to be used for my cargo to Woker Freight Namibia (Walvis Bay), a final Bill of Lading clearing showing all the details which to my knowledge is our final contractual agreement. See Exhibit 5, clearing showing a stamped lading order from the Minister of Finance Customs Republic of Namibia on June 3<sup>rd</sup>, which was clearly generated from the paperwork provided to CSAL."**

*CSAL Response #9: Neither admitted nor denied. CSAL has no independent information regarding Claimant's efforts to obtain the Cargo at Walvis Bay. Claimant provides no documents supporting this assertion.*

**Claimant's Reply:**

**Claimant's Proposed Finding#9: "On June 1<sup>st</sup>, 2014, I sent my (2) drivers and a representative to Walvis Bay Namibia to collect my cargo. They stayed at the port for (4) days, only to find out that my cargo was not discharged/offloaded in Walvis Bay as per our agreement."**

*CSAL Response#10: Admitted in part and denied in part. On June 5, 2014, Claimant sent an e-mail to CSAL asserting that "the first bill of lading is Walvis Bay confirmed" and that there had been a mistake. But as set forth above, the only "agreement" between the parties was the Contract, which unambiguously designated Cape Town as the Port of Discharge. So did other documents forwarded by Claimant's own agent. Although there was exchange of communications regarding Claimant's request to change the Port of*

*Discharge. Claimant has not produced any document establishing that there ever was agreement to change the Port of Discharge.*

**Claimant's Reply:**

**Claimant's Proposed Finding#10: "I contacted the shipping line inquiring why my cargo was not at Walvis Bay as per the agreement." Claimant has produced the bill of lading demonstrating that a change was made. The fact that the bill of lading was not imprinted with the CSAL letterhead is not dispositive since the original bill of lading was also emailed on plain paper without the official letterhead.**

*CSAL Response #11: Neither admitted nor denied. Claimant provides no documents or other evidence supporting this assertion.*

**Claimant's Reply:**

**Claimant's Proposed Finding#11: "CSAL HQ in Canada (correspondence with Kate (CSAL employee) at that point did not even know that my cargo was not discharged in Walvis Bay, in fact, Kate's initial response was "what that it is impossible that they did not discharge my cargo in Walvis."**

*CSAL Response#12: Admitted.*

**Claimant's Reply:**

**Claimant's Proposed Finding#12: "We later ascertained that my cargo was still on board the vessel and that the vessel was now docked in Cape Town waiting to discharge."**

*CSAL Response#13: Denied. On June 5, 2014, Claimant sent an e-mail to CSAL stating that “the final bill of lading is Walvis Bay confirmed” and demanding that CSAL correct is alleged mistake. There is no record of any request that CSAL reroute the cargo back to Walvis Bay. Claimant provides no documents or other evidence supporting this assertion.*

**Claimant’s Reply:**

**Claimant’s Proposed Finding #13: “We requested CSAL to re-route our cargo back to Walvis Bay and for reasons best known to CSAL, my request was not entertained.”**

*CSAL Response#14: Denied. There is no record of any communication by Claimant stating that the Cargo could not discharged in Cape Town. Claimant provides no documents or other evidence supporting this assertion.*

**Claimant’s Reply:**

**Claimant’s Proposed Finding#14: “I specifically told CSAL that my cargo cannot be discharged in Cape Town as we have no arrangements, agents etc to handle our cargo there- See Exhibit 6. In Cape Town, South Africa, cargo that is dumped without having an appointed clearing agent attractive punitive penalties as a deterrent to shippers and shipping lines in dumping goods in South Africa.”**

*CSAL Response#15: Denied. As explained above, the Contract designated Cape Town as the Port of Discharge, as did other documents forwarded by Claimant’s clearing agent. Additionally, Claimant did not have a clearing agent in Walvis Bay at the time when he shipped the Cargo to Cape Town, or when he requested that the Cargo be*

*diverted to Walvis Bay. Moreover, whether or not, and to the extent to which, Claimant may have made arrangements at Walvis Bay does not negate the fact that only operative document issued and agreed to by CSAL designated Cape Town as the Port of Discharge.*

**Claimant's Reply: Denied. Claimant's communication with CSAL attached herein and the bill of lading indicating Walvis bay as the new Port shows that Claimant fully believed there was change in POD. Claimant had a clearing agent at Walvis and received the contact information for the agent from CSAL.**

**Claimant's Proposed Finding#15: "We also want to state on record that we made all arrangement of our cargo at Walvis Bay, Namibia not at Cape Town, South Africa."**

*CSAL Response#16: Denied, except that CSAL admits the Cargo was discharged at Cape Town as per the Contract.*

**Claimant's Reply:**

**Claimant's Proposed Finding#16: "To my surprise CSAL dumped my cargo in Cape Town without my consent, even though I specifically told them to respect our contract. The Cargo was therefore discharged at an incorrect port with no local agent to clear the goods."**

*CSAL Response#17: Denied. The Contract designated Cape Town as the Port of Discharge, as did other documents forwarded by Claimant's own agent.*

**Claimant Reply:**

**Claimant’s Proposed Finding#17: “My partner (in Africa) and I spend the great part of period between June 6 to June 19, 2014 in serious engagement with CSAL to move out cargo back to Port of Walvis Bay as per contract.”**

*CSAL Response#18: Admitted in part and denied in part. On June 10, 2015, CSAL sent an e-mail to Claimant requesting a copy of his “final claim and all supporting documents.” That e-mail clearly stated that this information “may be something that goes through insurance,” but did not indicate whether CSAL would make such a submission. Instead, the purpose of CSAL’s e-mail was to ensure “that proper paperwork is in place if it was determined to accept Claimant’s claim.”*

**Claimant Reply:**

**Claimant’s Proposed Finding#18: “CSAL was extremely unhelpful; they send us from pillar to post. After a lot of correspondence; CSAL advised us to submit a claim that they would pass to their insurers – See Exhibit 7.**

*CSAL Reponse#19: Neither admitted nor denied. CSAL has no independent information regarding Claimant’s efforts to move the Cargo after its discharge at Cape Town.*

*Claimant provides no documents or other evidence supporting this assertion.*

**Claimant’s Reply:**

**Claimant’s Proposed Finding#19: “CSAL also asked us to mitigate losses by making alternatives arrangement to move out cargo to final destination, we did precisely that.”**

*CSAL Response#20: Neither admitted nor denied. CSAL has no independent information regarding Claimant's assertions regarding his expenses, the state of his business, or his contracts with customers. To the extent that Claimant incurred any loss of damage in connection with the subject shipment; they are the direct and proximate result of his own actions and not by reason of any of the Shipping Act.*

**Claimant's Reply:**

**Claimant's Proposed Finding#20: "I incurred huge unplanned expenses that have completely ruined my business and deliverance of contract I had with my customers.**

*CSAL Response#21: Admitted in part and denied in part. On June 5, 2014, Claimant sent an e-mail to CSAL stating that the "the final bill of lading is Walvis Bay confirmed" and asserting that there had been a mistake. On June 10, 2015, CSAL sent an e-mail to Claimant requesting a copy of his "final claim and all supporting documents." Claimant subsequently contacted CSAL on other occasions before seeking relief through the Commission's informal arbitration process and this small claims proceeding. There was no "apology" to Claimant because CSAL was not at fault. Further, CSAL denies that it had any obligation to assist Claimant with shipping the Cargo after its discharge at Cape Town.*

**Claimant's Reply:**

**Claimant's Proposed Finding#21: "I contacted the CSAL on numerous**

*CSAL Response#22: Denied in part. The contract designated Cape Town as the Port of Discharge, as did other documents forwarded by Claimant's own agent. There is no document establishing that CSAL agreed to change the Port of Discharge from Cape Town, or that the unsigned, draft bill of lading that reference Walvis Bay were issued, approved or acknowledged by CSAL. Accordingly, the documentary record does not support the assertion that the cargo was discharged at the "wrong" port. As regards information concerning Claimant's assertion regarding his expenses, the state of his business, and his contracts with customers, CSAL has no independent information regarding such assertions which are neither indicated nor denied. To the extent that Claimant incurred any loss or damage; it was not the result of any violation of the Shipping Act.*

**Claimant's Reply:**

**Claimant's Proposed Finding#22: "Because our cargo was discharged at the wrong port destination by CSAL, we incurred direct costs amounting to US\$ 21,948 (see recon and supporting documentation – Exhibit 3) to move my cargo from Cape Town back to Namibia,, which was our intended Port of Discharge."**

*CSAL Response#23: Admitted that Claimant demanded compensation from CSAL; in all other respects, denied. The contract designated Cape Town as the Port of Discharge as did other documents forwarded by Claimant's own agent. There is no document establishing that unsigned draft bills of lading referencing Walvis Bay were accepted, approved or acknowledged by CSAL, or that CSAL ever agreed to any change in the Port of Discharge. CSAL has no independent information regarding Claimant's expenses, the*

*state of his business, or his contracts with customers, and neither admits nor denies such assertions. To the extent that Claimant incurred any loss or damage, that was the direct and proximate result of his limited experience with international shipping and not the result of any violation of the shipping act.*

**Claimants Reply:**

**Claimant's Proposed Finding#23: "These costs are the main direct costs associated with moving our cargo from port to Cape Town to Namibia, which was completely avoidable had CSAL delivered our cargo in Namibia, port of Walvis Bay as contracted. I therefore demanded that CSAL compensate me in the full for failing to fulfill our contractual agreement.**

*CSAL Response#24: Denied. Although CSAL and its counsel have expended considerable time and money listening to Claimant and explaining to him why the Cargo was properly discharged at Cape Town, and repeatedly asked that he provide any evidence that might support his assertion that the Port of Discharge was agreed to be changed, Claimant has not produced evidence demonstrating that the unsigned, draft bills of lading referencing Walvis Bay ultimately amended the parties' original Contract. CSAL has also cooperated with the Commission's efforts to resolve this dispute through informal arbitration and complied with all orders issued by the Commission during these small claims proceedings. There also were good-faith settlement negotiations that were ultimately rejected by Claimant.*

**Claimant's Reply:**

**Claimant's Proposed Finding#24:** “CSAL has refused to cooperate hence my approach to FMC.”

*CSAL Response#25: Admitted.*

**Claimant's Reply:**

**Claimant's Proposed Finding#25:** “I contacted Federal Maritime Commission with my dispute.”

*CSAL Response#26: Admitted in part and denied in part. As explained in our March 19, 2015 Status Report, CSAL sent a letter to Claimant and commission attorney Theresa Dike on August 6, 2014, offering to settle this matter. This is the same document that Claimant designates as “Exhibit 8” in his brief. CSAL made his settlement offer in good faith and without prejudice as part of the Commission’s informal dispute resolution process, and on the basis that such offer was not an acknowledgement of any negligence or wrongdoing. Claimant refused CSAL’s first settlement offer. CSAL sent a second offer to Claimant March 17, 2015. As with the August 6, 2014 proposal, CSAL made this second settlement offer in good faith and on the basis that it was not an acknowledgement of any negligence or wrongdoing. Claimant refused CSAL’s second settlement offer. All of CSAL’s attempts to resolve this dispute in a respectful and commercially reasonable manner were unsuccessful. In any event, these settlement offers and the associated negotiations are of no evidentiary significance, are not admissible for the purpose of establishing alleged Shipping Act Violations, and should be stricken from the record.*

**Claimant's Reply:**

**Claimant's Proposed Finding#26: It is acknowledged that the contents of settlement discussions should not have been divulged to the Commission.**

*CSAL Response: #27: Denied. As shown by CSAL's foregoing response to the proposed finding of fact, Claimant has failed to provide documents establishing that there was any agreement to change the Port of Discharge or that there was any violation of the Shipping Act. Claimant also mischaracterizes documents that he dis submit, perhaps unintentionally. In any event, the record fails to support Claimant's claims in this proceeding.*

**Claimant's Reply:**

**Claimant's Proposed Finding #27: There was a specific offer to modify the POD which was accepted by CSAL. They recommended a clearing agent, provided wire instructions, prepared a bill of lading and did everything except offload the goods in Namibia. On May 29, 2015, CSAL's agent sent email to Claimant stating, "Good day Walter, Please find attached revised draft and kindly confirm all in order." She followed up with a second email, "Hi Walter, please urgently confirm". The Subject line POD Change to WV. Claimant responded on May 30, 2014, "Confirmed". On May 30, 2014, Kate Fouxon, responded to Claimant's confirmation by stating, "Hi Walter, I have sent instructions to issue originals at Destination to Clearing Agent".**

**(See Informal Complaint)**

## ARGUMENT

Canada States Africa Lines, Inc. (“CSAL”) has violated 46 U.S.C. §41102, which states that, “A person may not operate under an agreement required under section 40302 or 40305 if the agreement has been rejected, disapproved or canceled or (2) the operations is not in accordance with the terms of the Agreement.” CSAL did not adhere to the modification of the contract which changed the Port of Delivery (“POD”) from Cape Town, South Africa to Walvis Bay, Namibia.

CSAL’s failure to adhere to the terms of the modification caused significant harm to Claimant. Specifically, Claimant incurred damages totaling \$21,980 which included his initial shipping charges, cost of re-routing the goods, and cost of ground transportation from Cape Town, South Africa to Harare, Zimbabwe. CSAL violated §530.10 by refusing to acknowledge that they erred after confirming the modification with Claimant.

Email correspondence between Claimant and CSAL established intent to modify the initial agreement (See Claimant Exhibit 1). CSAL suggested that they could discharge at Walvis Bay stating, “We could discharge at Walvis Bay at no additional charge, followed by an email three days later, “Hi Walter, Please advise whether POD change is still required and to which port as we have to send docs to customs soon.” (See Claimant Exhibit 1) Claimant responded to CSAL in a timely manner stating, “Kate we have decided to go with Walvis Bay. Please let me know if there is something to provide on my end. I also just left the bank and they have requested full wire institutions [sic] in order for me to complete the transfer.” (See Claimant Exhibit 2 and 3).

CSAL representative sent a second email on 5/19/2014 stating, Hi, Walter, Please find attached CSAL bank details for wire payment”. The subject line on this email states: Re:Re:RE: Inv. 2005571-S002863CH/BACPO3140002/Atlantic Impala S403 *POD change to WV [emphasis added]*. (Claimant’s Exhibit 2 and 3) The parties finalized the change of POD through the following exchanges: On 5/29/2014, CSAL’s representative emailed to Claimant “Good day Walter, Please find attached revised draft and kindly confirm all in order.” She followed up with a second email, “Hi Walter, please urgently confirm”. The Subject line read, “Re: Re: Inv. 2005571-S002863CH/BACP0314002 Atlantic Impala S403 *POD Change to WV [emphasis added]*”. (See Claimant Informal Complaint p. 29 ) Claimant responded on May 30, 2014, “Confirmed”. (See Claimant Informal Complaint p. 28) On 5/30/2014, Kate Fouxon, responded to Claimant’s confirmation by stating, “Hi Walter, I have sent *instructions to issue originals at Destination to Clearing Agent*”. (See Informal Complaint p. 28)

Said unsigned, draft bill of lading served as a memorialization of the absolute modification of the previous agreement. The draft bill of lading confirmed what the two parties had agreed upon, namely the change in the POD which was reinforced by consideration paid by Claimant through the wire transfer. There was no stipulation that stated that all modifications were subject to the issuance of the final contract on original letterhead fully executed by both parties. The bill of lading was used to ensure that the essential requirement of the modification was met namely that the goods be offloaded at Walvis Bay, Namibia. (See Claimant’s Exhibit 5/CSAL Exhibit 15) depicts a landing order that was received by Walvis Bay. This order is clearly stamped and affixed with a date of reception. On the landing order, the POD is unequivocally—Walvis Bay,

Namibia. This furthers shows the intent of CSAL, the customs agent, and Claimant to adhere to the modification submitted by Claimant.

Confusion arose after CSAL failed to discharge goods to Walvis Bay. An internal email from CSAL stated, “Hi Darrin, We had 2 trucks BL BACPO3140002 showed on stowage for discharging in Cape Town (underwing portside #3aft), ***But as per documents their destination was changed to Walvis Bay.*** [emphasis added].(See CSAL Exhibit 17)

### CONCLUSION

It is apparent that an amendment, as defined under §530.10, was created when CSAL and Claimant exchanged emails and prepared documents signifying their mutual intent to alter the initial agreement. When CSAL disavowed their duty to off load Claimant’s trucks in Walvis Bay, Namibia, they were in clear violation of §41102. CSAL failed to abide by just and reasonable trade practices in accordance with industry standards and in direct violation of maritime law. Accordingly, Claimant deserves compensation to be made whole and requests that the Maritime Commission render a decision in his favor. For the foregoing reasons, Claimant respectfully requests that the Commission grant the relief requested herein.

Respectfully submitted,  
/s/ Erica L. Bazzell

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Date: August 31, 2015

**FEDERAL MARITIME COMMISSION**

|   |   |                           |
|---|---|---------------------------|
| <b>WALTER MUZORORI,</b>                 | ) | <b>Docket No. 1949(F)</b> |
| Claimant                                | ) |                           |
| <b>vs.</b>                              | ) |                           |
|   | ) |                           |
| <b>CANADA STATES AFRICA LINES, INC.</b> | ) |                           |
| Respondent                              | ) |                           |

**CERTIFICATE OF SERVICE**

I hereby certified that I electronically filed this document on August 31, 2015, and that a true and correct copy of the foregoing was served on the Commission and Respondent via USPS mail and electronic mail to the following addresses:

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**/s/ Erica L. Bazzell**

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**Erica L. Bazzell**  
**Attorney for the Claimant**

**Date: August 31, 2015**

