

ORIGINAL

FILED

AUG 8 - 2016

**FILING OF AN INFORMAL COMPLAINT  
FEDERAL MARITIME COMMISSION**

Federal Maritime Commission  
Office of the Secretary

Taylor's Resources Inc (USA). dba  
Bridgewater Landing Inc (USA)  
VS  
MOL (America) Inc

**INFORMAL COMPLAINT AMENDED (Docket 1954 (I))**

**I Summary of Complaint**

Pursuant to the Federal Maritime Commission's ("Commission") Rules of Practice and Procedure, 46 C.F.R. §502.68, Taylor's Resources Inc (TRI) dba Bridgewater Landing Inc (BLI), an Export Company of Plastic Licensed in the State of New Jersey requests that the Commission vacate a demand for detention charges, demand compensation for Taylor's Resources remove uncertainty and terminate a controversy in regard to the justness and reasonableness of the demurrage/ detention practices of MOL (America), Inc ("MOL").

This informal Complaint is directed to matters involving conduct or activity regulated by the Commission under the Shipping Act of 1984 ("Shipping Act"). The controversy giving rise to the need for a informal complaint has arisen in a proceeding in the Superior Court of Middlesex New Jersey in which MOL has sued TRI and BLI for demurrage charges. MOL (America) Inc vs Bridgewater Landing Inc.; and, Taylor's Resources Inc Docket MID-L-002082. The question on which BLI seeks to file an Informal Complaint from the Commission is whether it is a reasonable practice for MOL to wait to assert a claim for demurrage / detention on a container for more than three years **CAUSED BY FAILURE OF SERVICE BY MOL** after the parties with an interest in the goods abandoned the cargo in those containers and attempted to provide assistance to MOL to dispose of it, when MOL delay resulted in the accrual of demurrage charges

exceeding \$114,212.28, which is many times greater than the value of the containers themselves.

**IN ADDITION, TO DATE NO DETAILED COMMERCIAL INVOICE FROM MOL WAS EVER PRESENTED TO BLI DEMANDING PAYMENT FOR DETENTION/ DEMURRAGE PRIOR BEING SERVED WITH LITIGATION IN MIDDLESEX SUPERIOR COURT NJ.**

**II. Statement of Facts**

1. On or about January 18, 2013, BWL tendered a shipment of goods in a 45 foot container to MOL for shipment from Atlanta GA through the Port of Jacksonville FL to the Port of Xingang - CY. MOL issued a bill of lading for this shipment showing Bridgewater Landing Inc (BLI) as the shipper and Tianjin Shanhai Jiafu Commercial Trade Co., Ltd as the consignee. This shipment arrived in Xingang CY on or about **MARCH 12 2013**. The MOL bill of lading for this shipment is attached as **Exhibit 1**.

2. On or about March 11, 2013, BLI authorized a telex release to MOL for the consignee Tianjin Shanhai Jiafu Commercial Trade Co. A copy of this document is attached as **Exhibit 1**.

3. On April 22, 2013, MOL wrote to BLI that "CNEE (Consignee) did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked the Cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now. Pls urgently adv shpr to push cnee fm your side. TKs. Thank You Toukta Phonharath Documentation Manager MOL". "This was the first communication BLI Received from MOL there was a problem with consignee picking up this shipment"

**IT WAS ALSO 27 DAYS AFTER FREE TIME HAD ENDED TO UNLOAD THE CONTAINER WITHOUT INCURRING DETENTION CHARGES.MOL DEMONSTRATED FAILURE OF SERVICE BY NOTIFYING SHIPPER (BLI) IN A TIMELY MANNER. Please see exhibit 2.** On May 6<sup>th</sup>, Mr. Phonharath of MOL again

communicated they were still unable to contact the consignee, On May 6<sup>th</sup> 2013 BLI advised Mr. Phonharath (Thank you for the update. I am working on trying to reach the Consignee) Please see **Exhibit # 3 A.** On May 7<sup>th</sup> 2013 Mr. Phonharath of MOL communicated to BLI (Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally) Please see **Exhibit 4.** On May 8<sup>th</sup>, 2013, BLI advised to Mr. Phonharath (I will let you know) Please see **Exhibit #5.** On May 16, 2013 Mr. Phonharath sent an email (Good Evening, Please assist to advise). Please see **Exhibit #6.**

4. On May 28, 2013, BLI communicated to Mr. Phonharatha "As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Fence policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and MOL can have its container back, Can you help us" **Please see exhibit #7.**

5. On May 29<sup>th</sup> 2013, Mr. Tony Lucas of MOL advised "It Looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights". "Perhaps an alternate country?" "But otherwise would suggest to strip the cntr as soon as possible" **See Exhibit #8**

**(SA) On May 30<sup>th</sup> (MOL-045) MOL advised a rate to move the container to Hong Kong. On May 30<sup>th</sup> (MOL-045) BLI asked MOL to advise the dollar amount of any other fees and**

total so we can arrange authorization. This was followed up on May 31 with another Email to Tony Lucas (MOL-050) to advise the other costs and to keep this thing moving (MOL-050). On June 5<sup>th</sup> 2013 (MOL-050) MOL advised detention charges of RMB 37500 (\$6500) for this container.

(5B) On June 5th Kerri Keith called Tony Lucas and requested a reduction in detention charges from the time notice was given on 4/22/13 until 5/29/13. Tony Lucas verbally declined this request. On July 1, 2013 BLI again followed up (MOL-058) the request for a reduction in detention and again on 7/2/13 (MOL-058) asking for an extension of free time.

(5C).On July 31, 2013 (MOL 056) MOL advised "ON THESE SHIPMENTS WE ARE STICKING TO ONLY THE ALLOWED 14 DAYS" "I have tried to plead your case because of the issues you are running into related to China's green fence, but was told we will not offer any additional free time as this outside of our control".

(5d) If Mr. Tony Lucas of MOL had authorized an extension of free time or reduced the detention as per our request of May 29, 2013. This matter would not be before the court today. If Mr. Tony Lucas of MOL had authorized re-export of the plastic scrap to Hong Kong. We could have recouped the shipping and detention charges and MOL would have not have been out of pocket. We received no further response from MOL until a letter of August 10, 2015 "See Exhibit 9" Advising the container was abandoned in Xingang, it was re-exported to Hong Kong, disposed of and a demand for US\$87,855.60 for re-export costs, detention, ocean freight and disposal costs. We would like to comment on this letter below.

6..A. First the consignee listed on MOL letter is Tianjin Teda Hai Jie Logistics Co., LTD. Not the consignee we shipped the material to Tianjin Shanhai Jiafu Commercial Trade Co., LTD. We wonder if MOL even communicated with the correct consignee to begin with. Exhibit 9

**FOLLOW UP POINT: WE HAVE COMMUNICATED WITH AUTHORITIES IN CHINA WHO HAVE ADVISED BLI THAT THERE IS NO RECORD OF ANY COMPANY CALLED "TIANJIN TEDA HAI JIE LOGISTICS CO., LTD" IN MOL'S ORIGINAL LITIGATION. CAN MOL EXPLAIN HOW THE CONSIGNESS NAME IS INCORRT AGAIN FOR THE OFFICIAL DOCUMENT (EXHIBIT 9). IT SEEMS THIS COMPANY DOESN'T EXIST, SO HOW CAN MOL CLAIM THIS COMPANY AS THE CONSIGNEE.**

6..B. Second the plastic scrap BLI shipped was Mixed Ridged Plastics not banned under the government of China Green Fence. MATERIAL had a commercial value and could have easily been sold in Hong Kong. In addition no certificate of destruction was ever provided for this material by MOL to BLI. Exhibit 7.

**THIS CARGO OF PLASTIC SCRAP HAD A VALUE, NO SALVAGE CREDIT WAS ADVISED BY MOL, NO CERTIFICATE OF DESTRUCTION WAS PROVIDED, AND NO REPORT OF CONTAMINATION FROM CHINESE CUSTOMS OR REPORT OF A PROBLEM FROM CHINA INSPECTION AND QUARANTINE WAS ADVISED. BLI QUESTIONED MOL ON WHAT HAPPENED TO THIS CARGO AND NO DOCUMENTATION WAS EVER PROVIDED TO DATE BY MOL. FINALLY BLI HAS NOT RECEIVED ANY PROOF OF WHAT HAPPENED TO OUR MERCHANDISE.**

6.C. Third, if MOL had originally allowed BLI to ship this material to Hong Kong (Which is what BLI requested) which is what MOL initially declined and decided to do this without notifying BLI, than this matter would not be before the Federal Maritime Commission. Exhibit 8

FOLLOWUP POINT: ON MAY 28<sup>TH</sup>, 2013 EXHIBIT 8 MS. KEITH ADVISED MR TOUKTA. " AS YOU ARE AWARE THERE IS GREAT CONFUSION IN THE CHINA PLASTIC SCRAP MARKET DUE TO THE OPERATION GREEN FENCE POLICY ENACTED BY THE CHINESE GOVERNMENT. OUR ORIGINAL CONSIGNEE FOR THIS SHIPMENT HAS INDICATED MATERIAL MAY NOT CLEAR CUSTOMS IN CHINA" MS. KEITH MEANT BY THIS POINT WAS THE COMSIGNEE MAY NOT BE ABLE TO CLEAR CUSTOMS WITHIN 14 DAYS FREE TIME, DUE TO THE LONG DELAY AT PORT ENACTED BY GREEN FENCE POLICY. THE MATERIAL ITSELF MET THE SPECIFICATION FOR PLASTIC SCRAP NOT GARBAGE.

WHICH IS WHY IN THE NEXT PARAGRAPH OF (EXHIBIT 8), MS. KEITH ADVISED "WE HAVE ANOTHER CONSIGNEE LINED UP TO TAKE THIS CONTAINER IN HONG KONG AN REQUEST AN ECONOMICAL RATE SO MATERIAL MAY BE UNLOADED FROM THE CONTAINER AND MOL CAN HAS ITS CONTAINER BACK, CAN YOU HELP US"

FOLLOWUP POINT: IF MOL HAD NEGOTIATED IN GOOD FAITH TO WAVE OR REDUCE DETENTION CHARGES INCURRED PRIOR TO NOTICE TO BLI THIS MATTER WOULD NOT BE BEFORE THE FEDERAL MARITIME COMMISSION.

6.D. Fourth, MOL never requested BLI to us to issue a declaration of abandonment for this cargo. If MOL had demanded BLI to issue a declaration of abandonment for this cargo we would have considered their request to close this case.

6.E. Notwithstanding the abandonment of the goods and authorization to sell them from Tianjin Shanhai Jiafu Commercial and BLI as well as its clear legal authority to dispose of the goods of this shipment under the Chinese Customs Law and the terms and conditions of its bill of lading, MOL had taken no steps for over two years to dispose of the goods or reclaim its containers. In addition, MOL did not allow BLI a reasonable opportunity to transport this material to Hong Kong and MOL has not provided any certificate of disposal for this material.

7. On April 14, 2016, MOL filed a lawsuit in the Superior Court of New Jersey for the Middlesex County Law Division seeking recovery of in excess of \$114,212.28 in detention, Ocean Freight, Re-export Costs, Disposal Coasts and Legal Fees as well as for additional demurrage charges which, according to MOL's complaint, continue to accrue as the container(s) have yet to be retrieved. A copy of the Complaint is attached as **Exhibit 10**. BLI is requesting reimbursement of US\$67.00 for the filing of this complaint with FMC and attorney fees and expenses of US\$45,000.00 to defend again this lawsuit in Superior Court of New Jersey.

**FINALLY BLI IS REQUESTING A REFUND OF US\$1292.00 FOR OCEAN FREIGHT TRANSPORT EXPENSE PAID TO MOL.**

**UNDER SS 40503 REFUNDS AND WAIVERS ,THE FEDERAL MARITIME**

**COMMISSION ON APPLICATION OF A SHIPPER MAY PERMIT A CARRIER TO**

**REFUND A PORTION OF THE FREIGHT CHARGS COLLECTED FROM A SHIPPER.**

**REPARATIONS UNDER THE SHIPPING ACT OF 1984 AS MODIFIED BY THE OCEAN SHIPPING REFORM ACT OF 1998. FOR ANY COMPLAINT FILED WITHIN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUED, THE COMMISSION SHALL UPON PETITION OF THE COMPLAINT AND AFTER NOTICE AN HEARING DIRECT PAYMENT OF REPARATION TO THE COMPLAINENT FOR ACTUAL INJURY CAUSED BY THE VOILATION OF THIS ACT PLUS REASONABLE ATTORNEY FEES UPON SHOWING THAT THE INJURY WAS CAUSED BY ACTIVITY THAT IS PROHIBITED BY SECTION 10(B) (3) OR (6) OR SECTION 10 (C) (1) OR (3) OF THIS ACT, OR THAT VIOLATES SECTIONS 10 (A) (2) OR (3) THE COMMISION MAY DIRECT THE PAYMENT OF ADDITIONAL AMOUNTS. BUT THE TOTAL RECOVERY OF A COMPLAINT MAY NOT EXCEEED TWICE THE AMOUNT OF THE ACTUAL INJURY. IN THE CASE OF INJURY CAUSED BY AN ACTIVITY THAT IS PROHIBITED BY 10 (B) (4) (A) OR (B) OF THIS ACT. THE AMOUNT OF THE INJURY SHALL BE DIFFERENCE BETWEEN THE RATE PAID BY THE INJURED SHIPPER AND THE MOST FAVORABLE RATE PAID BY ANOTHER SHIPPER.**

The Controversy

MOL has asserted in the Complaint it has filed against BLI in the Superior Court of New Jersey, Middlesex Law Division, BLI owes in excess of \$114,212.28 in detention, re-export, ocean freight and legal fees for one container. BLI contends that MOL's failure to not allow BLI to re-export these goods or MOL not disposing of the goods in this container for two years and counting after they were abandoned by the Chinese importer and BLI, despite MOL authority under the Chinese Customs Act as

well as the terms and conditions of its bill of lading contracts to sell the goods, and despite MOL's obligation to mitigate its damages, is an unjust and unreasonable practice in violation of Section 10(d)(1) of the Shipping Act, 46 U.S.C. § 41102(c). This is clearly an actual controversy arising directly under the Shipping Act for which the Commission is the appropriate forum for resolving the issue. Concurrently with the filing of this informal complaint with the Commission, BLI is filing a motion with the Court seeking a referral of this issue to the Commission pursuant to the doctrine of primary jurisdiction. A copy of that motion is attached hereto as Exhibit 11.

**UNDER 46. USC 41104 (10) A CARRIER MAY NOT UNREASONABLY REFUSE TO DEAL OR NEGOTIATE, BLI ARGUES THAT MOL REFUSAL TO NEGOTIATE DETENTION CHARGES INCURRED BEFORE NOTICE TO BLI WAS SERVED VIOLATED THIS SECTION.**

**AS THE COMMISION SHOWED IN SEACON TERMINALS V PORT OF SEATTLE, 25 S. R.R. 866 (1993) WHAT IS CENTRAL TO DETERMING WHETHER A REFUSAL TO DEAL OR NEGOTIATE WAS REASONABLE, IS WHETHER THE CARRIER "GAVE GOOD FAITH CONSIDERTAION TO AN ENTITYS PROPOSAL OR EFFORTS AT NEGOTIATION"**

#### MOL's Unjust and Unreasonable Practices

As set forth in the Statement of Facts, MOL transported one shipment at issue from the United States to Xingang China. As the carrier of the goods, MOL became their custodian under Chinese Customs Act. The shipment arrived on March 21, 2013. On March 10, 2013 BLI sent a telex release of the cargo to MOL and the consignee. It is unknown when MOL sent a communication to Tianjin

Shanghai Jiaful Commercial Trade Co of the container arrival or if MOL ever requested Tianjin Shanghai to abandoning the shipment. In its emails covering this shipment, BLI requested MOL to ship this container to Hong Kong, so they may sell the goods in this shipment pursuant to any liens. See **Exhibit # 8** Thus, within 50 days, respectively of this shipment arrival dates, MOL had clear notice that the only parties with an interest in the goods had requested they be exported to Hong Kong, which MOL later did. Nor did MOL request BLI to relinquish all of their rights in the cargo.

**MOL HAD THE ABILITY TO DECLARE FORCE MAJEURE WHEN IT RECEIVED NOTICE FROM THE CHINESE GOVERNMENT OF OPERATION GREEN FENCE IN JANUARY 2013 AND NO NOTICE WAS PROVIDED TO SHIPPER BY MOL OF THIS POLICY. IF INFORMED THE SHIPPER WOULD HAVE TAKEN SPECIAL PRECAUTIONS TO PLAN SHIPMENTS TO CHINA. IF MOL HAD DECLARED FORCE MAJEURE AFTER BEING ADVISED OF OPERATION GREEN FENCE IN JANUARY 2013, BLI COULD HAVE ARRANGED FOR CARGO TO BE DELIVERED TO ANOTHER DESTINATION AS NECESSARY.**

**UNDER THE SHIPPING ACT OF 1984 SUBSECTION 414 SECTION 104 MOL HAD FIVE DAYS AFTER THE EXPIRATION OF FREE TIME TO GIVE NOTICE IN A SERVICE ISSUE NOT 27 DAYS THUS ALLOWING DETENTION CHARGES TO BALLOON. THIS PLACED BLI AT AN UNFAIR DISADVANTAGE.**

MOL had the ability to re-export this container to Hong Kong May 28<sup>th</sup> 2013, indeed, in its correspondence to BLI dated August 10, 2015, MOL acknowledged that it had re-export the Container to Hong Kong. See **Exhibit # 9**. MOL had the right as the custodian of the goods to sell them MOL,

however, failed to take any steps to dispose of the goods. Rather, it contented itself with sending notices to BLI after two years demanding payment of increasingly higher detention charges. When BLI responded to this notice by reminding MOL it could have re-exported container to Hong Kong, No Answer was received. Finally, MOL has filed suit against BLI claiming detention and other charges of US\$114,212.28, April 14, 2016. Equally clear, BLI as an Exporter not having physical custody of the goods had no right to dispose of the goods in any manner.

MOL's actions are not just or reasonable in a number of respects. First and foremost, MOL did absolutely nothing when it had the power to re-export the cargo to Hong Kong. Clearly, a reasonable carrier would have understood that, as the only party with the ability to get rid of the cargo and reclaim its containers, it had a duty to pursue all avenues to accomplish that result, particularly when there was a road map from the shipper showing what MOL had to do. This is not a case where MOL declined BLI request to transport the cargo. It never even made the effort it simply wanted its containers back. Further, MOL cannot claim that it was unsure about whether the cargo had been abandoned by Tianjin Shanhai Jiafu Commercial and BLI did not receive any request to abandon the cargo from MOL." This is clearly unreasonable. Either BLI was already responsible for the pending and additional charges as a party to the MOL's bills of lading, in which case requiring BLI could have signed a standard letter of abandonment, or BLI was not responsible for those charges. By MOL simply requesting BLI to sign a standard letter giving up its rights or face a detention claims they engineered a claim for \$114,212.28 which was extortionate. The requirements for abandonment in maritime law are clear. "[A] valid abandonment occurs through the act of deserting property without hope of recovery or intention of returning to it. See 3A Norris, Benedict on Admiralty § 134 (7<sup>th</sup> ed. 1980)" *Nunley v. M/V Dauntless Colocotronis*, 863 F.2d 1190, 1198 (5<sup>th</sup> Cir. 1989); see also *Jiri Mucha v. Charles King*, 792 F.2d

602, 610 (7<sup>th</sup> Cir. 1986) ("Abandonment is a voluntary relinquishment of rights ..."). There is no requirement in the law of abandonment that any special form of words or particular documents be used to effect a genuine abandonment. MOL's failure to recognize and act upon BLI's clear predicament of this shipment is, in the circumstances, unjust and unreasonable.

Moreover, MOL had an obligation to mitigate its damages. *Rose International, Inc. v. Overseas Moving Network International, Ltd.*, 29 S.R.R. 119, 191 (FMC 2001) ("Mitigation is a principle used in damages analysis to prevent a party from recovering damages for losses it could have reasonably avoided without an undue risk or burden, and is one applied by the Commission.") The law is clear that an injured party cannot simply wait and let its damages accrue. It must take steps to avoid any extra damages as part of the implied covenant of good faith and fair dealing that is a part of every contract. *See Adair v. Penn-Nordic Lines, Inc.*, 26 S.R.R. 11, 20-21 (I.D. 1991). In contrast, here MOL is simply sitting on its damages and allowing them to multiply beyond any reasonable measure. It certainly would not have suffered any undue risk or burden by attempting to comply with the requirements of the China Customs Act to dispose of the goods in the container at issue or allow it to be re-exported. In which case BLI and MOL would not have suffered any financial loss.

**MOL DEMONSTRATED FAILURE OF SERVICE UNDER UCC§ 2-609. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE.**

**(1) A CONTRACT FOR SALE IMPOSES AN OBLIGATION ON EACH PARTY THAT OTHE OTHER EXPECTATION OF RECEIVING DUE PERFORMANCE WILL NOT BE IMPAIRED. WHEN REASONABLE GROUND FOR INSECURITY ARISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY THE**

OTHER PARTY MAY IN WRITING DEMAND ADEQUATE ASSURANCE OF DUE PERFORMANCE AND UNTIL HE RECEIVES SUCH ASSURANCE MAY IF COMMERCIALY REASONABLE SUSPEND ANY PERFORMANCE FOR WHICH HE HAS NOT ALREADY RECEIVED THE AGREED RETURN.

(2) BETWEEN MERCHANTS THE REASONABLENESS OF GROUNDS FOR INSECURITY AND THE ADEQUANY OF ASSURANCE OFFERED SHALL BE DETERMINED

ACCORDING TO COMMERCIAL STANDARDS.

(3) ACCEPTANCE OF ANY IMPROPER DELIVERY OR PAYMENT DOES NOT PREJUDICE THE AGGRIEVED PARTYS RIGHTS TO DEMAND ADEQUATE ASSURANCE OF FUTURE PERFORMANCE.

(4) AFTER RECEIPT OF A JUSTIFIED DEMAND FAILURE TO PROVIDE WITHIN A REASONABLE TIME NOT EXCEEDING THIRTY DAYS SUCH ASSURANCE OF DUE PERFORMANCE AS IS ADEQUATE UNDER THE CIRCUMSTANCES OF THE PARTICULAR CASE IS A REPUDIATION OF THE CONTRACT.

14 DAYS AFTER ARRIVAL OF SHIPMENT MOL WAS FULLY AWARE CONSIGNEE WOULD NOT PICKUP THE CARGO. UNDER UCC 2-609. MOL WAS OBLIGATED TO NOTIFY BLI IMMEDIATELY THEY WERE UNABLE TO PROVIDE PERFORMANCE OF COMPLETING THE DELIVERY AND SHOULD HAVE NOTIFIED BLI IMMEDIATELY INSTEAD OF WAITING AN ADDITIONAL 27 DAYS TO ALLOW DETENTION CHARGES TO ACCRUE. CLEARLY A SERVICE FAILURE BY MOL

Finally, the unreasonableness of MOL's practices in this case is highlighted by the enormous magnitude of the difference between the demurrage charges MOL is claiming from BLI and the value of the containers for which those charges are being claimed. MOL itself values its 45 foot high cube containers at \$5,400 each. Thus, MOL could have simply disposed of or destroyed the containers in question and purchased or leased replacement equipment for prices that probably would not have exceeded \$5,500. As an ocean carrier that buys or leases containers in bulk, MOL undoubtedly can obtain containers even more cheaply than this. How then, can asserting a claim for US\$114,212.28 for the loss of use of a container be considered reasonable?

In sum, the detention and related charges MOL is demanding that BLI pay have accumulated as a result of MOL's own, intentional actions. As the Commission has clearly held, "the practice of billing for detention resulting from carrier fault . . . is unjust and unreasonable." *Plaza Provision v. Maritime Services*, 17 F.M.C. 47, 51 (1973). There is no question that MOL has failed to take the actions it was clearly authorized by Chinese law and its bill of lading to pursue to dispose of the goods and reclaim its container many years ago. It should not be permitted to unjustly benefit from its own unreasonable practices.

#### **The Filed Rate Doctrine Does Not Excuse MOL's Actions**

MOL may argue that it is required, pursuant to the filed rate doctrine, to collect the detention charges as set forth in its tariff. As the Commission has made clear, however, it is not a derogation of the filed rate doctrine to find a carrier has violated other, substantive sections of the Shipping Act such as Section 10(d)(1). *Total Fitness Equipment d/b/a/ Professional Gym v. Worldlink Logistics*, 28 S.R.R. 534 (FMC 1998). There, the Commission found that "[t]he filed rate doctrine does not function as a carte blanche to justify whatever action the carrier deems is

appropriate ...." *Id.* at 539. Similarly, here, MOL should not be allowed to engage in unjust and unreasonable practices and then hide behind the filed rate doctrine to collect an exorbitant amount of money that is out of all proportion to any legitimate damages it may have suffered.

Moreover, MOL has not filed the detention charges it is seeking to collect from BLI in its tariff published pursuant to the Shipping Act. There are, in fact, no provisions in that tariff regarding detention of charges in China. Rather, it appears that MOL is relying on a local Chinese tariff. Section 10(b)(2)(A) of the Shipping Act, however, prohibits carriers such as MOL from providing services that are "not in accordance with the rates, charges, classifications, rules and practices contained in a tariff published . . . under Chapter 405 of [the Shipping Act]." 46 U.S.C. §41104(2)(A). In its lawsuit, MOL is attempting to do precisely what the Shipping Act prohibits. Manifestly, it is an unjust and unreasonable practice for a carrier to blatantly violate the Shipping Act in seeking compensation from a shipper at rates not included in its publicly filed tariff.

**MOL's Attempt to Collect Penal Detention Charges  
Is Also an Unjust and Unreasonable Practice**

As can be seen from Exhibit 10, the demurrage charges MOL is seeking to collect from BLI pursuant to its local Chinese tariff provide, with respect to 45 foot high cube containers such as those at issue, for a free time of 14 calendar days and, after that, detention charges apply. In past cases, the Commission has presumed that the first period demurrage charges "represents a compensatory charge" and that charges for the second and subsequent periods "are penal to the extent of the excess of those charges over charges for the first period" *Free Time and Demurrage Charges* *New York*, 3 U.S.M.C. 89, 109 (1948); *Midland Metals Corp. v. Mitsui O.S.K. Line*, 15 F.M.C. 193, 199 (1972). Consequently, any charges by MOL for detention in

excess of the \$44 daily rate for the first period should be considered penal. When, as is the case here, the consignee cannot take any actions to claim or dispose of the cargo to stop demurrage from running, the Commission has held that the carrier cannot impose the penal element of the detention of its detention charges. *Id.* Because BLI was not the owner or importer of the goods into China, it had no rights to handle or dispose of the goods under the Chinese Customs Act. Therefore, even if MOL were entitled to collect demurrage charges, in whole or in part, from BLI - - which it is not - - it would not be authorized to collect the penal amount of those charges. Thus, to the extent MOL is demanding that penal portion of its demurrage charges, it is also engaging in an unjust and unreasonable practice.

III. CONCLUSION

For all of the foregoing reasons, BLI respectfully requests that this petition be granted and that the Commission issue an order declaring that the detention practices described in this informal complaint are unjust and unreasonable in violation of Section 10(d)(1) of the Shipping Act of 1984; 46 U.S.C. § 41102(c).

Respectfully submitted,



Jack Chiang  
Owner of Bridgewater Landing / Taylors Resources Inc  
51 Cragwood Rd, Suite 301  
South Plainfield, NJ 07080  
Tele: 732-668-4735 X 403  
Facsimile 732-908-668-1855

CERTIFICATE OF SERVICE

I hereby certify that on the 3<sup>rd</sup> day of August, 2016, I served the foregoing via U.S. mail, first class postage prepaid, as follows:

Notary Signature



**KERR J. KEITH**  
ID # 2413530  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 10/14/2016

# EX.1



**Mitsui O.S.K. Lines, Ltd.**

**WAYBILL (NON-NEGOTIABLE)**

(COPY)

Shipper/Exporter BRIDGEWATER LANDING INC 700 FENNEIL DRIVE RESACA, GA. 30733		Booking No. 26005395441-A Export References REFERENCE NO.: 12135-1	Waybill No. MOLU26005510205
Consignee TIANJIN SHENHAI CIAFU COMMERCIAL TRADE CO., LTD. ROOM 301, NO 1, BUILDING C, DISTRICT 1, JIN BIN JIE ZUC. 4TH AVE TEDA TIANJIN, CHINA 300457 TEL: 022-59851558 FAX: 022-59851560		Forwarding Agent	
Notify Party: SAME AS CONSIGNEE		Also Notify -- Export Instructions (For Merchant's Reference only) THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATION, DIVERSION CONTRARY TO U.S. LAW PROHIBITED.	
Pre-Carriage By	Place of Receipt ATLANTA, GA - CY	Desired Value subject to terms and conditions noted on coverlet. Shipper's Declared Value USD:	
Ocean Vessel/Voy. No. 045E MOL PARAMOUNT	Port of Loading JACKSONVILLE, FL	Point and Country of Origin of Goods (For Merchant's Reference only) UNITED STATES	
Port of Discharge XINGANG	Place of Delivery XINGANG - CY	Loading Pier Terminal JACKSONVILLE - TRAPAC TERMINAL Final Destination for Merchant's Reference	

Container No.	Seal No. / Marks & Nos	No. of Containers or Packages	HM	Type or Kind of Containers or Packages - Description of Goods	Gross Weight	Measurement
NCEU0101835/3114896	C5			SED Not Required-AES (#X20130115017041) FREIGHT PREPAID. SHIPPER'S LOAD AND COUNT. 1 X 45' HIGH CUBE CONTAINER SAID TO CONTAIN:  32 PIECES PLASTIC SCRAPS  14 DAYS DETENTION FREE IN XINGANG	39660.000LB 17990.000KG	2295.453 F3 65.000 M3

Particulars furnished by shipper

"NOTWITHSTANDING ANY PROVISIONS OVERLEAF IN RELATION TO GENERAL AVERAGE, THE CARRIER IS AT ITS DISCRETION ENTITLED TO STIPULATE WHICH VERSION OF THE YORK ANTWERP RULES BEING EITHER THOSE OF 1974 AS AMENDED IN 1990, OR 1994 OR 2004 WILL APPLY TO THE ADJUSTMENT OF SUCH GENERAL AVERAGE"

Total number of Containers or other packages or units received by the Carrier (in words): ONE CONTAINER

Code	Tariff Item	Basis	Freighted As	Curr.	Rate	Per	Prepaid	Collect
OFR	US000C1RR	45	1.000 45	USD	1000.00000	45	1000.00	
BUNKEF		45	1.000 45	USD	172.00000	45	172.00	
DOCUMENT		PB	1.000 BL	CNY	400.00000	BL		400.00
MSL		45	1.000 45	USD	10.00000	45	10.00	
DOCUMENT		PB	1.000 BL	USD	50.00000	BL	50.00	
CHASS: S-O		45	1.000 45	USD	60.00000	45	60.00	

LADEN ON BOARD THE VESSEL 01-19-2013	No. of Originals	Place and Date of Waybill Issue:	Totals	USD	1292.00	CNY	400.00
		NEW YORK 01-19-2013	Pay At:	NEW YORK		XINGANG	

RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated above for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity.  
 IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier, has signed the number of Waybill(s) stated above, all of date and date.  
 This Waybill is not to be construed as a Bill of Lading or as any other similar document of title as referred in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1952 or any other foreign legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments by the Protocol signed at Brussels on February 23, 1952 or the amendments by the Protocol signed at Brussels on December 21, 1979 (The terms and conditions of Waybill continued on the back hereof)

Mitsui O.S.K. Lines, Ltd., as Carrier  
 By MOL (AMERICA) INC. As Agents

g stay b/l 26005510205 /26005541206

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)

Web: [www.molpower.com](http://www.molpower.com)

\*\*Please note Effective April 1st our group email will change to [USCHIDOCEP@MOL-LINER.COM](mailto:USCHIDOCEP@MOL-LINER.COM)\*\*

From: Toukta Phonharath - USCHIDOCEP  
Sent: Monday, April 22, 2013 10:46 AM  
To: [bridgewater777@aol.com](mailto:bridgewater777@aol.com)  
Cc: MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP  
Subject: RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XIANGANG: MAR 12,2013

M/V: MIDL LOIRE 8702B

SHPR: BRIDGEWATER LANDING INC.

CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

g stay b/l 26005510205 /26005541206

To: [bridgewater777 <bridgewater777@aol.com>](mailto:bridgewater777@mol-liner.com)  
Cc: [mail.newjersey <mail.newjersey@mol-ips.com>](mailto:mail.newjersey@mol-ips.com); Tony Lucas <[Tony.Lucas@mol-liner.com](mailto:Tony.Lucas@mol-liner.com)>;  
Andrew.Thorning <[Andrew.Thorning@mol-liner.com](mailto:Andrew.Thorning@mol-liner.com)>; Toukta.Phonharath <[Toukta.Phonharath@mol-liner.com](mailto:Toukta.Phonharath@mol-liner.com)>  
Sent: Tue May 7, 2013 8:30 pm  
Subject: F.E: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,  
Toukta Phonharath

-----  
Documentation Manager  
MOL (America) Inc.  
700 E. Bitterfield Rd. Ste.250  
Lombard, IL 60148  
Tel: 1-800-449-7575  
Email: [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)  
Web: [www.molpower.com](http://www.molpower.com)

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---

From: [bridgewater777@aol.com](mailto:bridgewater777@aol.com) [mailto:[bridgewater777@aol.com](mailto:bridgewater777@aol.com)]  
Sent: Monday, May 06, 2013 1:25 PM  
To: Toukta Phonharath - USCHIDOCEP  
Cc: MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU  
Subject: Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

# EX.3A

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks!  
Kerri

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, [Toukta.Phonharath@mol-liner.com](mailto:Toukta.Phonharath@mol-liner.com) writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,  
Toukta Phonharath

In a message dated 5/6/2013 11:41:07 A.M. Eastern Daylight Time, [Toukta.Phonharath@mol-liner.com](mailto:Toukta.Phonharath@mol-liner.com) writes:

Good Morning,

Just left a voicemail at 801-554-8703, please assist to check and advise or forward to the correct person in charge. The container landed in Xingang on 3-12 and we are unable to contact the Consignee.

Thank You,

Toukta Phonharath

Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-300-449-7575

Email: [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)

Web: [www.molpower.com](http://www.molpower.com)

**\*\*Please note Effective April 1st our group email will change to [USCHIDOCEP@MOL-LINEA.COM](mailto:USCHIDOCEP@MOL-LINEA.COM)\*\***

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**Sent:** Monday, April 22, 2013 10:46 AM  
**To:** [bridgewater777@aol.com](mailto:bridgewater777@aol.com)  
**Cc:** MAIL NEWJERSEY; Toukta Phonharath - USCHIDOCEP  
**Subject:** RE: // reminder //: long stay b/l 26005510205

Good Morning,

Please find the below message from our destination office and assist to advise:

ATA XINGANG: MAR 12,2013  
M/V: MOL LOIRE 8702B  
SHPR: BRIDGEWATER LANDING INC.  
CNEE: TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD.

Cnee still did not come to switch D/O although we sent arrival notice via fax & pushed them for many times. We checked with cnee's agent instead but they have no mind on this shpt. The phone no. on manifest is out of service now, pls urgently adv shpr to push cnee fm your side. Tks.

Thank You,

Toukta Phonharath

-----  
Documentation Manager

MOL (America) Inc.

700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)

Web: [www.molpower.com](http://www.molpower.com)

\*\*Please note Effective April 1st our group email will change to [USCHIDOCEP@MOL-LINEF.COM](mailto:USCHIDOCEP@MOL-LINEF.COM)\*\*

=

**\*\*Please note Effective April 1st our group email will change to USCHIDOCEP@MOL-LINER.COM\*\***

**From:** [bridgewater777@aol.com](mailto:bridgewater777@aol.com) [<mailto:bridgewater777@aol.com>]  
**Sent:** Wednesday, May 08, 2013 8:27 AM  
**To:** Toukta Phonharath - USCHIDOCEP  
**Subject:** Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Toukta:

I will let you know. Thanks

Kerri  
Bridgewater Landing Inc  
Tel: 801-554-8703  
Fax: 732-865-7111

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

**From:** Toukta.Phonharath <[Toukta.Phonharath@mol-liner.com](mailto:Toukta.Phonharath@mol-liner.com)>  
**To:** [bridgewater777](mailto:bridgewater777@aol.com) <[bridgewater777@aol.com](mailto:bridgewater777@aol.com)>  
**Cc:** [mail.newjersey](mailto:mail.newjersey@mol-ips.com) <[mail.newjersey@mol-ips.com](mailto:mail.newjersey@mol-ips.com)>; Tony.Lucas <[Tony.Lucas@mol-liner.com](mailto:Tony.Lucas@mol-liner.com)>; Andrew.Thorning <[Andrew.Thorning@mol-liner.com](mailto:Andrew.Thorning@mol-liner.com)>; Toukta.Phonharath <[Toukta.Phonharath@mol-liner.com](mailto:Toukta.Phonharath@mol-liner.com)>  
**Sent:** Tue, May 7, 2013 8:30 pm  
**Subject:** RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hi Kerri,

Please assist to advise any contact details you have for the Consignee so your destination office can contact them locally.

Thank You,  
Toukta Phonharath

-----  
**Documentation Manager**  
**MOL (America) Inc.**  
700 E. Butterfield Rd. Ste.250  
Lombard, IL 60148  
Tel: 1-800-449-7575  
**Email:** [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)  
**Web:** [www.molpower.com](http://www.molpower.com)

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**From:** [bridgewater777@aol.com](mailto:bridgewater777@aol.com) [<mailto:bridgewater777@aol.com>]  
**Sent:** Monday, May 06, 2013 1:25 PM  
**To:** Toukta Phonharath - USCHIDOCEP  
**Cc:** MAIL NEWJERSEY; Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU  
**Subject:** Re: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Hello Toukta,

Thank you for the update. I am working on trying to reach the Consignee.

Thanks  
Kerri

From: bridgewater777 <bridgewater777@aol.com>  
To: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>  
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; jk <jk@taylorsresources.com>  
Subject: long stay b/l 26005510205 /26005541206  
Date: Tue, May 28, 2013 3:52 pm

---

Dear Toukta,

As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Ferice policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container and MOL can have its container back. Can you help us.

Best Regards  
Kerri Keith

Bridgewater Landing Inc.  
Tel: 801-554-8703  
Fax: 732-865-7111

---

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

From: Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>  
To: bridgewater777 <bridgewater777@aol.com>  
Cc: Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>  
Sent: Thu, May 16, 2013 9:48 pm  
Subject: RE: // reminder //: long stay b/l 26005510205 - Bridgewater Landing Inc

Good Evening,

Please assist to advise.

Thank You,  
Toukta Phonharath

-----  
Documentation Manager  
MOL (America) Inc.  
700 E. Butterfield Rd. Ste.250  
Lombard, IL 60148  
Tel: 1-800-449-7575  
Email: [toukta.phonharath@mol-liner.com](mailto:toukta.phonharath@mol-liner.com)  
Web: [www.molpower.com](http://www.molpower.com)

**From:** Tony Lucas <Tony.Lucas@mol-liner.com>  
**To:** bridgewater777 <bridgewater777@aol.com>; Toukta.Phonharath <Toukta.Phonharath@mol-liner.com>  
**Cc:** Andrew.Thorning <Andrew.Thorning@mol-liner.com>; jk <jk@taylorsresources.com>  
**Subject:** RE: long stay b/l 26005510205 /26005541206  
**Date:** Wed, May 29, 2013 12:10 pm

---

Dear Keith,

It looks like we are unable to carry China/Hong Kong coastal cargo as we do not have the operation rights. Perhaps in alternate country? but otherwise would suggest to strip the cntr as soon as possible.

Best regards,

Tony Lucas  
MOL America Inc.  
Tel 732-512-5212  
Fax 732-512-5272  
E-mail : [Tony.lucas@mol-liner.com](mailto:Tony.lucas@mol-liner.com)

**From:** [bridgewater777@aol.com](mailto:bridgewater777@aol.com) [<mailto:bridgewater777@aol.com>]  
**Sent:** Tuesday, May 28, 2013 3:52 PM  
**To:** Toukta Phonharath - USCHIDOCEP  
**Cc:** Tony Lucas - USNYCSLS; Andrew Thorning - USNYCSLSSU; [jk@taylorsresources.com](mailto:jk@taylorsresources.com)  
**Subject:** long stay b/l 26005510205 /26005541206

Dear Toukta,

As you are probably aware there is great confusion in the China plastic scrap market due to the operation Green Fence policy enacted by the Chinese government. Our original consignee for this shipment has indicated material may not clear customs in Xingang. Every day this container collects more and more detention charges. We have another consignee lined up to take this container in Hong Kong and are requesting an economical rate so material may be unloaded from the container and MOL can have its container back. Can you help us.

Best Regards  
Kerri Keith

Bridgewater Landing Inc.  
Tel: 801-554-8703  
Fax: 732-865-7111



MOL (America) Inc.  
 10 Woodbridge Centre Drive, Suite 900, Woodbridge, NJ07095  
 1-800-OK-GATOR  
 www.MOLpower.com  
 www.CountOnMOL.com

Date: Aug. 10<sup>th</sup>2015.

BRIDGEWATER LANDING INC.  
 700 FENNEL DRIVE  
 RESACA, GA 30735  
 US

RE: Collection of container detention charges and cargo disposal costs at destination.

BL: MOLU26005510205 (MOEU0108835 - 45')

Vessel: MOL LOIRE v. 8702B

Cargo Received at Jacksonville, FL: Jan 11<sup>th</sup>, 2013

Arrived at Xingang, China: Mar. 12<sup>th</sup>, 2013

China does not allow the import of plastics scrap due to new environmental policy, the goods were re-shipped to Hong Kong for disposal by MOL. The empty container was returned to MOL in Hong Kong on Apr. 3<sup>rd</sup>, 2015.

-----  
 Please be advised that BRIDGEWATER LANDING INC. has shipped one 45' container with MOL under the contract number of US00001RR from Jacksonville, FL to Xingang, China. However, the consignee - TIANJIN TEDA HAI JIE LOGISTICS CO.,LTD has abandoned the cargo in Xingang. Carrier had to re-export the goods to Hong Kong and to have the cargoes disposed there. It was until Apr. 3<sup>rd</sup>, 2015 that the cargos were disposed of and the empty container was returned to MOL.

As a result, we need to collect the detention charges, container re-export costs, ocean freight and surcharges for the further transportation from Xingang to Hong Kong, cargo disposal costs in amount of USD87,855.60 from shipper based on the fact that BRIDGEWATER LANDING INC. is the contract holder of the contract with MOL.

	RMB	USD
Re-export costs	26,730.00	4,262.4
detention	502,620.00	80,148.6
Ocean Freight		1,850.00
Disposal cost	10,000.00	1,594.60
Balance Due Amount	541,200.00	87,855.60

Thank you for your kind attention.

Best Regards,  
 Becky Au  
 Manager  
 Accounts Receivable & Treasury Department

Attorney(s): OFFICE OF LAWRENCE G. TOSI, ESQ. LLC  
Office Address & Tel. No.: 211 Lackawanna Ave., Woodland Park, NJ 07424 - (973) 256-8555

Attorney(s) for Plaintiff  
MOL (AMERICA), INC.

: SUPERIOR COURT OF NEW JERSEY  
: MIDDLESEX COUNTY  
: LAW DIVISION  
: DOCKET NO.: MID-L-002082-16

Plaintiff(s),  
vs.

BRIDGEWATER LANDING INC.; and,  
TAYLORS RESOURCES INC.; j/s/a

: CIVIL ACTION  
: SUMMONS

Defendant(s)

From The State of New Jersey, To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, PO Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages, or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

/s/ Michelle M. Smith  
Clerk of the Superior Court

Dated: April 14, 2016

Name(s) and address(es) of defendant(s) to be served:

1. Bridgewater Landing Inc., 51 Cragwood Rd., Ste. 301, South Plainfield, NJ 07080;
2. Taylors Resources Inc., 51 Cragwood Rd., Ste. 301, South Plainfield, NJ 07080.

**ATLANTIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Direct Filing  
1201 B&charach Blvd., 1st Fl.  
Atlantic City, NJ 08401  
LAWYER REFERRAL: (609) 345-3444  
LEGAL SERVICES: (609) 348-4200

**BERGEN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division, Room 115  
Justice Center, 10 Main St.  
Hackensack, NJ 07601-0769  
LAWYER REFERRAL: (201) 488-0044  
LEGAL SERVICES: (201) 487-2166

**BURLINGTON COUNTY:**

Deputy Clerk of the Superior Court  
Central Processing Office  
Attn: Judicial Intake  
First Fl. Courts Facility  
49 Ranconcas Rd.  
Mt. Holy, NJ 08060  
LAWYER REFERRAL: (609) 261-4862  
LEGAL SERVICES: (609) 261-1088

**CAMDEN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Processing Office  
Hall of Justice, 1st Fl., Suite 150  
101 S F 5th St.  
Camden, NJ 08103  
LAWYER REFERRAL: (856) 964-4520  
LEGAL SERVICES: (856) 964-2010

**CAPE MAY COUNTY:**

Deputy Clerk of the Superior Court  
9 N. Main Street  
Cape May Court House, NJ 08210  
LAWYER REFERRAL: (609) 463-0313  
LEGAL SERVICES: (609) 465-3001

**CUMBERLAND COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
60 W. Broad St., PO Box 10  
Bridgeton, NJ 08302  
LAWYER REFERRAL: (856) 696-5550  
LEGAL SERVICES: (856) 691-0494

**ESSEX COUNTY:**

Deputy Clerk of the Superior Court  
Civil Customer Service  
Hall of Records, Room 201  
465 Dr. Martin L. King, Jr. Blvd.  
Newark NJ 07102  
LAWYER REFERRAL: (856) 482-0618  
LEGAL SERVICES: (973) 624-4500

**GLOUCESTER COUNTY:**

Deputy Clerk of the Superior Court  
Civil Case Management Office  
Attn: Intake  
First Fl., Court House  
1 North Broad St.  
Woodbury, NJ 08096  
LAWYER REFERRAL: (856) 848-4589  
LEGAL SERVICES: (856) 848-5360

**HUDSON COUNTY:**

Deputy Clerk of the Superior Court  
Superior Court, Civil Records Dept.  
Brennan Court House - 1st Floor  
583 Newark Ave.  
Jersey City, NJ 07306  
LAWYER REFERRAL: (201) 798-2727  
LEGAL SERVICES: (201) 792-6363

**HUNTERDON COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
65 Park Avenue  
Flemington, NJ 08822  
LAWYER REFERRAL: (908) 236-6109  
LEGAL SERVICES: (908) 782-7979

**MERCER COUNTY:**

Deputy Clerk of the Superior Court  
Local Filing Office, Courthouse  
175 S. Broad St., PO Box 8068  
Trenton, NJ 08650  
LAWYER REFERRAL: (609) 585-6200  
LEGAL SERVICES: (609) 695-6249

**MIDDLESEX COUNTY:**

Deputy Clerk of the Superior Court  
Middlesex Vicinage, 2nd Fl. - Tower  
56 Paterson St., PO Box 2633  
New Brunswick, NJ 08903-2633  
LAWYER REFERRAL: (732) 828-0053  
LEGAL SERVICES: (732) 249-7600

**MONMOUTH COUNTY:**

Deputy Clerk of the Superior Court  
Court House  
PO Box 1269  
Freehold, NJ 07728-1269  
LAWYER REFERRAL: (732) 431-5544  
LEGAL SERVICES: (732) 866-0020

**MORRIS COUNTY:**

Morris County Courthouse  
Civil Division  
Washington & Court Streets  
PO Box 910  
Morristown, NJ 07960-0910  
LAWYER REFERRAL: (973) 267-5882  
LEGAL SERVICES: (973) 285-6911

**OCEAN COUNTY:**

Deputy Clerk of the Superior Court  
118 Washington St., Room 121  
PO Box 2191  
Toms River, NJ 08754-2191  
LAWYER REFERRAL: (732) 240-3666  
LEGAL SERVICES: (732) 341-2727

**PASSAIC COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division  
Court House  
77 Hamilton St.  
Paterson, NJ 07505  
LAWYER REFERRAL: (973) 278-9223  
LEGAL SERVICES: (973) 523-2900

**SALEM COUNTY:**

Deputy Clerk of the Superior Court  
Attn: Civil Case Management Office  
92 Market St.  
Salem, NJ 08079  
LAWYER REFERRAL: (856) 678-8363  
LEGAL SERVICES: (856) 451-0003

**SOMERSET COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
PO Box 3000  
40 North Bridge Street  
Somerville, NJ 08876  
LAWYER REFERRAL: (908) 685-2323  
LEGAL SERVICES: (908) 231-0840

**SUSSEX COUNTY:**

Deputy Clerk of the Superior Court  
Sussex County Judicial Center  
43-47 High St.  
Newton, NJ 07860  
LAWYER REFERRAL: (973) 267-5882  
LEGAL SERVICES: (973) 383-7400

**UNION COUNTY:**

Deputy Clerk of the Superior Court  
1st Fl., Court House  
2 Broad St  
Elizabeth, NJ 07207-6073  
LAWYER REFERRAL: (908) 353-4715  
LEGAL SERVICES: (908) 354-4340

**WARREN COUNTY:**

Deputy Clerk of the Superior Court  
Civil Division Office  
Court House  
413 Second Street  
Belvidere, NJ 07823-1500  
LAWYER REFERRAL: (908) 859-4300  
LEGAL SERVICES: (908) 475-2010

MIDDLESEX VICINAGE CIVIL DIVISION  
P O BOX 2633  
56 PATTERSON STREET  
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 519-3728  
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 07, 2016  
RE: MOL AMERICA INC VS BRIDGEWATER LANDING INC  
DOCKET: MID L -002082 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ANDREA CARTER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003  
AT: (732) 519-3745 EXT 3745.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: LAWRENCE G. TOSI  
TOSI LAWRENCE G  
211 LACKAWANNA AVENUE  
SUITE 4  
WOODLAND PARK NJ 07424

JUMGAR2

FILED & RECEIVED #1  
 2016 APR - 14 P 2 29  
 CIVIL OFFICE  
 MIDDLESEX VICINAGE

**OFFICE OF LAWRENCE G. TOSI, ESQ. LLC**  
 Lawrence G. Tosi - 003051990  
 Attorney at Law  
 211 Lackawanna Ave., Suite 4  
 Woodland Park, NJ 07424  
 (973) 256-8555  
 Attorney for Plaintiff

Plaintiff	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
<b>MOL (AMERICA), INC.</b>	:	MIDDLESEX COUNTY
	:	DOCKET NO.: 2082-16
vs.	:	
Defendant(s)	:	CIVIL ACTION
	:	
<b>BRIDGEWATER LANDING INC.; and,</b>	:	
<b>TAYLORS RESOURCES INC.; j/s/a</b>	:	<b>COMPLAINT (on Contract)</b>
	:	X

Plaintiff, MOL (America, Inc., having a principal place of business at 10 Woodbridge Center Drive, Suite 900, Woodbridge, New Jersey, by way of Complaint against the defendant(s), Bridgewater Landing Inc.; and, Taylors Resources Inc.; j/s/a, both of which have principal places of business at 51 Cragwood Road., Suite 301, South Plainfield, New Jersey, respectfully says as follows:

**PARTIES**

1. Plaintiff is a Vessel-Operating Common Carriers (VOCC) which undertakes the shipment of cargo by way of ocean freight to and from ports around the world.
2. Bridgewater Landing Inc. requested and received the plaintiff's services with respect to the shipment of 39,660 lbs. (19.83 tons) of plastic scraps from Atlanta, Georgia to Xingang, China.

3. In entering into the contracts with plaintiff annexed hereto as Schedules "A" and "B", defendant, Bridgewater Landing Inc., used the address of "700 Fennell Drive, Resaca, Georgia 30735", with the telefax number of 732-865-7111, which is a central New Jersey telephone exchange, and, the telephone number of 801-554-8703, which is a Utah mobile telephone number listed to Jack Chiang at 51 Cragwood Road, South Plainfield, New Jersey 07080.

4. Bridgewater Landing Inc. is not known at 700 Fennell Drive, Resaca, Georgia 30735, and, the Office of the Georgia Secretary of State has no record of such a corporation.

5. Upon investigation, it was learned that Bridgewater Landing Inc. is a corporation of the State of New Jersey with a principal address of 51 Cragwood Road., Suite 301, South Plainfield, New Jersey, which was incorporated on July 3, 2006, and, for which Jack Chiang serves as its principal officer.

6. Further investigation has revealed that such address is also used by Taylors Resources, Inc., which represents itself to the public as a "pioneer in the business of recycling plastic", and, which has a version of its website in Chinese.

7. Taylors Resources Inc. is also a corporation of the State of New Jersey with a principal address of 51 Cragwood Road., Suite 301, South Plainfield, New Jersey, which was also incorporated on July 3, 2006, and, for which Jack Chiang also serves as its principal officer.

8. In light of the facts that the defendants do business from the same exact location, were incorporated on the same day, are controlled by the same corporate officer, and, undertake substantially the same type of business, and, the fact that Bridgewater Landing Inc. used false information to incur debt with the plaintiff, plaintiff alleges that Taylors Resources Inc. is either an alias or alter ego of Bridgewater Landing Inc., and/or that Bridgewater Landing Inc. is a shell

corporation existing solely to improperly shield Taylors Resources Inc. from liability, and is, therefore, liable to plaintiff for the charges set forth herein.

### **FIRST COUNT**

1. Plaintiff repeats and realleges each and every material fact and allegations contained in the preceding paragraphs, as if fully set forth herein verbatim.

2. There is due from the defendant(s), the sum of \$\$87,855.60, on a certain book account, a true copy of which is annexed hereto as Schedule "A" and made a part hereof. Payment of the aforesaid sum has been demanded and refused.

3. Pursuant to the terms of the Contract between the parties, pertinent portion(s) of which are annexed hereto as Schedule "B", defendant agreed to be liable for all amounts due, plus reasonable attorney's fees and costs.

4. Plaintiff alleges that 30% of the principal claim, or \$26,356.68, constitutes reasonable attorney's fees.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) in the principal amount of \$87,855.60; plus attorney's fees, pursuant to the Contract, of \$26,356.68, representing 30% of the principal amount due; for a total of \$114,212.28, together with lawful interest and costs of suit.

### **SECOND COUNT**

1. Plaintiff repeats and realleges each and every material fact and allegations contained in the preceding paragraphs, as if fully set forth herein verbatim.

2. Plaintiff sues the defendant(s) for goods sold and delivered and/or services rendered by the plaintiff to defendant(s), upon the promise by the defendant(s) to pay the agreed amount as set forth in Schedules "A" and "B" annexed hereto. Payment has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) in the the principal amount of \$87,855.60; plus attorney's fees, pursuant to the Contract, of \$26,356.68, representing 30% of the principal amount due; for a total of \$114,212.28, together with lawful interest and costs of suit.

### **THIRD COUNT**

1. Plaintiff repeats and realleges each and every material fact and allegations contained in the preceding paragraphs, as if fully set forth herein verbatim.

2. The plaintiff sues the defendant(s) for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant(s) upon the promise of the defendant(s) to pay a reasonable price for same, as set forth in Schedules "A" and "B" annexed hereto. Payment of the aforesaid sum has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) in the the principal amount of \$87,855.60; plus attorney's fees, pursuant to the Contract, of \$26,356.68, representing 30% of the principal amount due; for a total of \$114,212.28, together with lawful interest and costs of suit.

### **FOURTH COUNT**

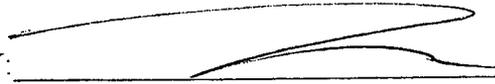
1. Plaintiff repeats and realleges each and every material fact and allegations contained in the preceding paragraphs, as if fully set forth herein verbatim.

2. The defendant(s), being indebted to the plaintiff in the principal sum of \$87,855.60, upon an account stated between them, did promise to pay the plaintiff said sum upon demand. Payment has been demanded and has not been made.

**WHEREFORE**, plaintiff, MOL (America) Inc., demands judgment, on all counts, against

the defendant(s), Bridgewater Landing Inc.; and, Taylors Resources Inc.; j/s/a, in the the principal amount of \$87,855.60; plus attorney's fees, pursuant to the Contract, of \$26,356.68, representing 30% of the principal amount due; for a total of \$114,212.28, together with lawful interest and costs of suit.

**OFFICE OF LAWRENCE G. TOSI, ESQ. LLC**  
Attorney for Plaintiff

BY: 

\_\_\_\_\_  
LAWRENCE G. TOSI, ESQ.

Dated: March 31, 2016

#### **CERTIFICATIONS**

I hereby certify that the matter in controversy is not the subject of any other action pending in any other Court or arbitration proceeding and none are contemplated, and that all necessary parties have been joined herein.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

BY: 

\_\_\_\_\_  
LAWRENCE G. TOSI, ESQ.

Dated: March 31, 2016

**SCHEDULE "A"**



MOL (America) Inc.  
10 Woodbridge Centre Drive, Suite 900, Woodbridge, NJ07095  
1-800-OK-GATOR  
www.MOLpower.com  
www.CountOnMOL.com

Date: Aug. 10<sup>th</sup>2015.

BRIDGEWATER LANDING INC.  
700 FENNELL DRIVE  
RESACA, GA 30735  
US

RE: Collection of container detention charges and cargo disposal costs at destination.

BL: MOLU26005510205 (MOEU0108835 - 45')

Vessel: MOL LOIRE v. 8702B

Cargo Received at Jacksonville, FL: Jan 11th, 2013

Arrived at Xingang, China: Mar. 12<sup>th</sup>, 2013

China does not allow the import of plastics scrap due to new environmental policy, the goods were re-shipped to Hong Kong for disposal by MOL. The empty container was returned to MOL in Hong Kong on Apr. 3rd, 2015.

-----  
Please be advised that BRIDGEWATER LANDING INC. has shipped one 45' container with MOL under the contract number of US00001RR from Jacksonville, FL to Xingang, China. However, the consignee - TIANJIN TEDA HAI JIE LOGISTICS CO.,LTD has abandoned the cargo in Xingang. Carrier had to re-export the goods to Hong Kong and to have the cargoes disposed there. It was until Apr. 3rd, 2015 that the cargoes were disposed of and the empty container was returned to MOL.

As a result, we need to collect the detention charges, container re-export costs, ocean freight and surcharges for the further transportation from Xingang to Hong Kong, cargo disposal costs in amount of USD87,855.60 from shipper based on the fact that BRIDGEWATER LANDING INC. is the contract holder of the contract with MOL.

	RMB	USD
Re-export costs	26,730.00	4,262.4
detention	502,620.00	80,148.6
Ocean Freight		1,850.00
Disposal cost	10,000.00	1,594.60
Balance Due Amount	541,200.00	87,855.60

Thank you for your kind attention.

Best Regards,  
Becky Au  
Manager  
Accounts Receivable & Treasury Department



Mitsui O.S.K. Lines, Ltd.

WAYBILL (NON-NEGOTIABLE)

(COPY)

Shipper/Exporter BRIDGEWATER LANDING INC. 700 FENNELL DRIVE RESACA, GA 30735		Booking No. 26005395441-A	Waybill No. MOLU26005510205
Consignee TIANJIN SHANHAI JIAFU COMMERCIAL TRADE CO., LTD. ROOM 301, NO 1, BUILDING C, DISTRICT 1, JIN BIN JIE ZUO, 4TH AVE TEDA TIANJIN, CHINA 300457 TEL: 022-59851558 FAX: 022-59851560		Export References REFERENCE NO.: 12135-1	
Notify Party SAME AS CONSIGNEE		Forwarding Agent	
Pre-Carriage By		Place of Receipt ATLANTA, GA - CY	
Ocean Vessel/Voy. No. 045E MOL PARI MOUNT		Port of Loading JACKSONVILLE, FL	
Port of Discharge XINGANG		Place of Delivery XINGANG - CY	
		Point and Country of Origin of Goods (For Merchant's Reference only) UNITED STATES	
		Loading Pier Terminal JACKSONVILLE - TRAPAC TERMINAL	
		Final Destination for Merchant's Reference	

Declared Value subject to terms and conditions noted on overleaf.  
Shipper's Declared Value: USD :

Also Notify -- Export Instructions (For Merchant's Reference only)  
THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE  
EXPORTED FROM THE UNITED STATES IN ACCORDANCE  
WITH THE EXPORT ADMINISTRATION REGULATION,  
DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

Particulars furnished by shipper

Container No., Seal No., Marks & Nos.	No. of Containers or Packages	HM	Type or Kind of Containers or Packages - Description of Goods	Gross Weight	Measurement
MOEU0101835/3114896/C5			SED Not Required-AES (#X20130115017041) FREIGHT PREPAID. SHIPPER'S LOAD AND COUNT. 1 X 45' HIGH CUBE CONTAINER SAID TO CONTAIN:  32 PIECES PLASTIC SCRAPS  14 DAYS DETENTION FREE IN XINGANG	39660.000LB 17990.000KG	2295.453 F3 65.000 M3

"NOTWITHSTANDING ANY PROVISIONS OVERLEAF IN RELATION TO GENERAL AVERAGE, THE CARRIER IS AT ITS DISCRETION ENTITLED TO STIPULATE WHICH VERSION OF THE YORK ANTWERP RULES BEING EITHER THOSE OF 1974 AS AMENDED IN 1990, OR 1994 OR 2004 WILL APPLY TO THE ADJUSTMENT OF SUCH GENERAL AVERAGE"

\*Total number of Containers or other packages or units received by the Carrier (in words): ONE CONTAINER

Code	Tariff Item	Basis	Freighted As	Curr.	Rate	Per	Prepaid	Collect
OFB	US00001RR	45	1.000 45	USD	1000.00000	45	1000.00	
BUNKER		45	1.000 45	USD	172.00000	45	172.00	
DOCUMENT		PB	1.000 BL	CNY	400.00000	BL		400.00
MSL		45	1.000 45	USD	10.00000	45	10.00	
DOCUMENT		PB	1.000 BL	USD	50.00000	BL		50.00
CHASSIS-O		45	1.000 45	USD	60.00000	45	60.00	

LADEN ON BOARD THE VESSEL 01-19-2013	No. of Originals	Place and Date of Waybill Issue: NEW YORK 01-19-2013	Totals Pay At:	USD 1292.00 NEW YORK	CNY 400.00 XINGANG
--------------------------------------	------------------	---	----------------	-------------------------	-----------------------

RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated above for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity.  
IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier, has signed the number of Waybill(s) stated above, all of ten or and date.  
This Waybill is to be construed as a Bill of Lading or as any other similar document of title as referred in the International Carriage of Goods by Sea Act of Japan, 1957 as amended 1992 or any other foreign legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments by the Protocol signed at Brussels on February 23, 1968 or the amendments by the Protocol signed at Brussels on December 21, 1979.  
(The terms and conditions of Waybill continued on the back hereof.)

Mitsui O.S.K. Lines, Ltd., as Carrier

By MOL (AMERICA) INC.

As Agents

**SCHEDULE "B"**

SERVICE CONTRACT NO. US00001RR

ESSENTIAL TERMS SHALL BE PUBLISHED AT [www.MOLPower.com](http://www.MOLPower.com)

This Service Contract (Contract) is made on 02AUG2012. The parties (Parties) are (a) MITSUI O.S.K. LINES, LTD., acting through , 700 E. BUTTERFIELD ROAD, SUITE #250, LOMBARD, IL 60148, (b) the shipper/consignee whose name and address is below:

Name: BRIDGEWATER LANDING INC.  
Address: 700 FENNELL DR  
RESACA, GA, UNITED STATES, 30735

and (c) any other shippers and/or consignees listed in Appendix B (all of which shippers and consignees are called Shippers). The Shipper signing this Contract warrants (a) it and each Shipper in Appendix B is identified by its legal name and business address, (b) it is authorized to bind itself and every other Shipper as Party, and (c) its status and that of every other Shipper is:

- Owner of Cargo (BCO)                       Non Vessel Operating Common Carrier (NVOCC)
- Shipper's Association                       BCO/NVOCC
- Other (Specify) \_\_\_\_\_

Every Shipper, which is an NVOCC, certifies it has a tariff and bond or other surety as required by law, a copy of such tariff and bond or other surety has been given to MOL, and it will fully comply with all applicable laws.

MOL  
BY: MOL (AMERICA) INC.  
----as general agent ----

BRIDGEWATER LANDING INC.

BY \_\_\_\_\_  
JAMES BOYER  
AVP, PRICING  
  
700 E. BUTTERFIELD ROAD, SUITE #250  
LOMBARD, IL 60148  
Tel: 630-812-3700  
Fax: 630-812-3875

BY \_\_\_\_\_  
KERRI KEITH  
DISTRICT SALES MANAGER  
  
700 FENNELL DR.  
RESACA, GA 30735  
Tel: 801 554 8703  
Fax: 732 865 7111

Date \_\_\_\_\_

Date \_\_\_\_\_

subsequent or continuing event. If any portion of the Contract is found by competent authority to be invalid or unenforceable, then such finding shall not be construed to invalidate or make unenforceable any other provision of this Contract, which shall remain in full force and effect.

## 16. MODIFICATION

No amendment, correction, cancellation, adjustment, final settlement or change to or of this Contract shall be effective unless in writing, signed by the parties as required by FMC regulation, and duly filed with the FMC. MOL may terminate this Contract upon fifteen (15) days written notice to Shipper if MOL has carried the net MQC.

## 17. NOTICES

Any specific notice required or permitted to be given in writing under this Contract shall be considered as having been given by either Party to the other Party (a) upon the mailing thereof to such other Party by registered or certified mail, required postage prepaid, at the address set forth in this Contract, (b) upon personal delivery thereof to such other Party at the address set forth in this Contract, (c) upon the forwarding thereof by properly documented courier service to the address set forth in this Contract, (d) upon facsimile (fax) transmission thereof to the fax telephone number set forth in this Contract, or (e) upon electronic (e-mail) transmission thereof to the other Party. Notice shall be deemed effective on the date given.

In the event MOL is permitted or required to give a general written notice substantially to all of its service contract and/or tariff customers, such notice may be published on the internet at MOL's homepage as follows:  
<http://www.molpower.com>

In the event of any conflict between this provision and any other provision of this Contract concerning the manner of giving or the effective date of written notice, this provision shall control.

## 18. APPLICABLE LAW/DISPUTES

(a) This Contract is subject to the U.S. Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the statutory and general maritime law of the United States and, to the extent not inconsistent therewith, the laws of the State of New York, except for the choice of law rules of either.

(b) In the event of a dispute under this Contract, the parties to the dispute shall attempt to resolve it amicably by direct good faith negotiations between a senior executive of each such party. If there is no resolution by such negotiations within thirty (30) days, the dispute shall be resolved by arbitration in New York under the Commercial Rules of the Society of Maritime Arbitrators, Inc. ("SMA"). The arbitration shall be before a single arbitrator appointed by the parties to the dispute or, failing such agreement, each party shall appoint an arbitrator, and the two arbitrators so chosen shall select a third arbitrator as Chairperson. There shall be no restrictions on the nationality of the arbitrators, and they may include practicing maritime attorneys. Except by agreement of the parties to the dispute, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys' fees and costs) shall be borne by the non-prevailing party. The decision of the arbitrator shall be final, binding, not subject to further review, and enforceable by any court, tribunal or other forum having jurisdiction. The Parties consent to the personal jurisdiction of, and venue in, any State Court in New York, New York, and the United States District Court for the Southern District of New York (collectively, a New York Court). The Parties agree any such award may be enforced pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. If a Party that has prevailed in arbitration finds it necessary to enforce the arbitrators' decision and award, such Party shall receive from the non-prevailing Party the costs and expenses of such enforcement, including reasonable attorney's fees and costs.

(c) For a matter subject to arbitration under this Contract, if a Party starts an action in any other forum, such party shall be liable for any and all reasonable attorneys' fees and costs incurred by any other Party defending that action.

(d) As an exception to sections 18 (b) and 18 (c) above, if a Party against which liquidated damages have been assessed by written notice from the other Party has not contested in writing its liability for such assessment within thirty (30) days after notice of assessment is sent, the notifying Party may bring an action to collect liquidated damages directly in a court of competent jurisdiction. As a further exception to sections 18 (b) and 18 (c), MOL may bring an action for unpaid freight or charges due for transportation services performed for Shipper in any court of competent

jurisdiction. For purposes of the foregoing exceptions, the Parties consent to personal jurisdiction and venue in any New York Court. The party obligated to pay such sums shall be liable to the Party owed such sums for interest on the principal sum on and after the due date plus reasonable attorney's fees and costs.

#### **19. CONFIDENTIALITY**

MOL and Shipper agree to keep the terms and rates of this Contract confidential. Except to the extent required as a matter of law, neither MOL nor Shipper shall disclose either the terms or rates of this Contract to any third parties, unless written permission of the other Party is given in advance. Notwithstanding the foregoing, disclosure is authorized to the extent reasonably necessary to carry out this Contract, but the Parties shall take reasonable precautions to protect information so disclosed from further disclosure. Disclosure contrary to this provision shall be considered a material breach, justifying termination of this Contract at the option of the other Party. In addition to any other remedies available as a matter of law, either Party may enforce this provision in any court having jurisdiction, seeking injunctive relief, if appropriate.

#### **20. ELECTRONIC SIGNATURE**

Following the filing of this Contract with the FMC, the Parties may agree to amend it by using an electronic signature. Upon filing with the FMC, such amendments shall be deemed fully enforceable. For purposes of this Contract, a valid "electronic signature" shall include an exchange of e-mails between the Parties that (i) references this Contract, (ii) attaches the amendment, and (iii) states agreement to the terms and conditions of the amendment.

FILED & RECEIVED #1



**CIVIL CASE INFORMATION STATEMENT (CIS)**

Use for initial Law **MIDDLESEX VICINAGE**  
 Civil Part pleadings (not motions) under Rule 4:5-1  
**Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed**

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE:  CK  CG  CA  
 CHG/CK NO.:  
 AMOUNT:  
 OVERPAYMENT:  
 BATCH NUMBER:

ATTORNEY, PRO SE NAME Lawrence G. Tosi, Esq.		TELEPHONE NUMBER (973) 256-8555	COUNTY OF VENUE Middlesex
FIRM NAME (if applicable) Law Office of Lawrence G. Tosi, Esq. LLC		DOCKET NUMBER (when available) 2082-16	
OFFICE ADDRESS 211 Lackawanna Avenue, Suite 4 Woodland Park, NJ 07424		DOCUMENT TYPE COMPLAINT	
NAME OF PARTY (e.g., John Doe, Plaintiff) MOL (America) Inc., Plaintiff		CAPTION MOL (America) Inc. v. Bridgewater Landing Inc.; and, Taylors Resources Inc.; j/s/a	
CASE TYPE NUMBER (See reverse side for listing) 502	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ATTORNEY SIGNATURE:

Taylor's Resources Inc  
51 Cragwood Rd, Suite 301  
South Plainfield, NJ 08820  
908-668-1885

May 3, 2016

Honorable Hon Andrea Carter  
CO/ Deputy Clerk of Superior Court Middlesex Vicinage  
2<sup>nd</sup> Floor-Tower  
56 Paterson St  
PO Box 2633  
New Brunswick, NJ 08903-2633

**Appeal to dismiss Civil Action Summon MOL (America), Inc Vs Bridgewater Lading Inc and Taylor's Resources Inc. Docket NO: MID-L-002082-16**

To the Honorable Andrea Carter,

We are requesting you to dismiss this suit against Bridgewater Landing Inc, a division of Taylor's Resources for the following reasons.

First, Bridgewater Landing is affiliated with Taylor's Resources Inc. Both Companies are registered in the State of New Jersey. We dispute the plaintiff's claim Bridgewater Landing used false information to incur debt with the plaintiff and that Bridgewater Landing is a shell corporation created to shield Taylor's Resources from liability.

Second, Bridgewater Landing at our Georgia location did use the address of 700 Fennel Drive Resca GA 30735 at the initial signing of our contract with defendant MOL. This contract was later updated to show our address of 5255 Bucknell Drive Atlanta GA 30336 for our Georgia location as our mailing address for many years. We received mail there and conducted business there for purchasing and shipping including with MOL. When we moved to this new location and it was visited by MOL Atlanta Sales Agents, where we signed contracts with the MOL Atlanta Office. We received invoices from MOL there for services and paid MOL for Services rendered. Please see attached contract copy with MOL. It is not our fault MOL failed to update its internal records to show 5255 Bucknell Drive. (Please see our attachment #1)

Third, the consignee Tianjin Shanhai Jiafu Commercial Trade Co paid Bridgewater Landing in full for this material. We provided a telex release to the consignee and we had no legal claim to retake possession of this material after shipment was delivered via MOL telex release. This refutes MOL's claim we could control this shipment.

Fourth, the consignee Tianjin Shanhai Jiafu Commercial Trade was legally required to pick up these containers and return it to MOL Line after unloading. In addition, MOL was required to notify the consignee to pick up these containers. At one point MOL did advise the defendant they were having

trouble locating the consignee and though as shipper we were under no obligation to interfere with overseas operations. We did offer to help MOL by asking if they could ship the material to Hong Kong. We did have another consignee lined up to take this container in Hong Kong, where the material could have been unloaded from the container and returned to them.

MOL advised in their Email they were unable to carry this cargo to Hong Kong and suggested we ship it to another country as they claimed they did not have the operation rights in Hong Kong. MOL then without notice to us did ship this material to Hong Kong and claimed material was disposed of. We have no proof from MOL this material was rejected or disposed. Please see plaintiff schedule A.

We have no proof MOL ever communicated with the consignee and advised them if they did not hear anything from them this material would be re-exported out of the country, the contents would be either sold or disposed of.

Fifth, per MOL Letter of August 10, 2015 we have no knowledge the plastic scrap Bridgewater Landing shipped was rejected by the China Certification and inspection company (CCIC) the official inspection company of the People's Republic of China. We have not been provided any certificate of rejection, notification by CCIC in China this shipment was rejected or provided any certificate of Disposal from MOL America. In addition we have never dealt with or sold material to the name of the consignee TIANJIN TEDA HAI JIE LOGISTICS CO, LTD. per Plaintiff letter of August 10<sup>th</sup>, 2015 Schedule A.

As you can see based on the focal point of the lawsuit from plaintiff MOL Official letter displayed in schedule "A" The deceptive nature of these remarks from the Plaintiff were to imply an intention of financial fraud by the defendant which is misleading.

We are requesting this case be dismissed as frivolous and without prejudice or have the Plaintiff provided the requested proof for consideration.

Best Regards

Jack Chiang

C.C. Office of Lawrence G. Tosi ESQ, LLC

Certificate of Service

I hereby certify that I have this 3<sup>rd</sup> day of August, 2016 served a copy of the amended complaint upon the following by express mail and by email.

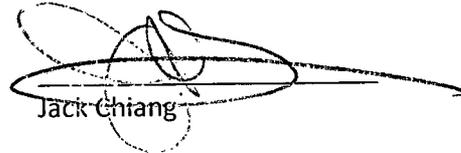
Secretary  
Federal Maritime Commission  
800 N. Capitol Street, NW  
Washington, DC 20573-0001  
([Secretary@fmc.gov](mailto:Secretary@fmc.gov))

Kevin J. Hartmann  
Hae Woen Grace Bae  
Attorneys for Mitsui O.S.K. Lines, Ltd.  
MOL (America) Inc.  
10 Woodbridge Center Drive, Suite 900  
Woodbridge, NJ 07095  
Tel: (732) 512-5200  
[Grace.Bae@mol-liner.com](mailto:Grace.Bae@mol-liner.com)  
[Kevin.Hartmann@mol-liner.com](mailto:Kevin.Hartmann@mol-liner.com)

FILED

AUG 8 - 2016

Federal Maritime Commission  
Office of the Secretary

  
Jack Chiang