

ORIGINAL
FILED

JUN 14 2016

Federal Maritime Commission
Office of the Secretary

Small Claim Form for Informal Adjudication
and Information Checklist

Federal Maritime Commission, Washington, DC.

Informal Docket No. 1954(1)

Bridgewater Landing Inc
(Claimant)

vs.

MOL Shipping Lines
(Respondent)

I. The claimant is [state in this paragraph whether claimant is an association, corporation, firm or partnership, and if a firm or partnership, the names of the individuals composing the same. State the nature and principal place of business.]

II. The respondent named above is [state in this paragraph whether respondent is an association, corporation, firm or partnership, and if a firm or partnership, the names of the individuals composing the same. State the nature and principal place of business.]

III. That [state in this and subsequent paragraphs to be lettered A, B, etc., the matters that gave rise to the claim. Name specifically each rate, charge, classification, regulation or practice which is challenged. Refer to tariffs, tariff items or rules, or agreement numbers, if known. If claim is based on the fact that a firm is a common carrier, state where it is engaged in transportation by water and which statute(s) it is subject to under the jurisdiction of the Federal Maritime Commission].

IV. If claim is for overcharges, state commodity, weight and cube, origin, destination, bill of lading description, bill of lading number and date, rate and/or charges assessed, date of delivery, date of payment, by whom paid, rate or charge claimed to be correct and amount claimed as overcharges. [Specify tariff item for rate or charge claimed to be proper].

V. State section of statute claimed to have been violated. (Not required if claim is for overcharges).

VI. State how claimant was injured and amount of damages requested.

VII. The undersigned authorizes the Settlement Officer to determine the above-stated claim pursuant to the informal procedure outlined in subpart S (46 CFR 502.301-502.305) of the Commission's informal procedure for adjudication of small claims subject to discretionary Commission review.



Amendment to informal Complaint:

Claimant: Bridgewater Landing Inc

VS

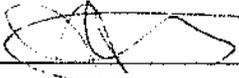
MOL Shipping Lines

Bridgewater Landing Inc authorizes the Settlement Office to decide the complaint under the informal procedures outlined in Subpart S – Informal Procedures for Adjudication of Small Claims of the Commission’s Rules of Practice and Procedure.

-END

Attach memorandum or brief in support of claim. Also attach bill of lading, copies of correspondence or other documents in support of claim.

(Date) May 24, 2016

(Claimant's signature) 

(Claimant's address) 51 Cragwood Rd, Suite 301, South Plainfield, NJ 07080

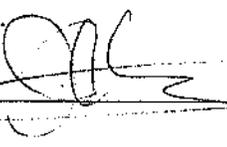
(Signature of agent or attorney) _____

(Agent's or attorney's address) _____

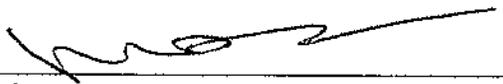
VERIFICATION

State of New Jersey, County of Middlesex, ss: _____,
being first duly sworn on oath deposes and says that he or she is Owner

The claimant [or if a firm, association, or corporation, state the capacity of the affiant] and is the person who signed the foregoing claim, that he or she has read the foregoing and that the facts set forth without qualification are true and that the facts stated therein upon information received from others, affiant believes to be true.



Subscribed and sworn to before me, a notary public in and for the State of NJ, County of Middlesex, this 24 day of May, 2016 (Seal)


(Notary Public)

My Commission expires, KERRI J. KEITH

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

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

| |
|--|
| Taylor's Resources Inc (USA). dba Bridgewater Landing Inc (USA) |
|--|

FILING OF AN INFORMAL COMPLAINT

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 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.

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 21, 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 fin 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" Please see exhibit 2. On May 6th, Mr. Phonharath of MOL again communicated they were still unable to contact the consignee, On May 6th 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 7th 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 8th, 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 29th 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**

6. 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\$87,8554.60 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 consigned 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**

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

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 than decided to do this without notifying BLI, than this matter would not be before the Federal Maritime Commission. Exhibit 8

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 against this lawsuit in Superior Court of New Jersey.

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**.

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 relinquished all of their rights in the cargo.

MOL had the ability to re-export this container to Hong Kong May 28th 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 clearly, 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 (7th ed. 1980)" *Nunley v. M/V Dauntless Colocotronis*, 863 F.2d 1190, 1198 (5th Cir. 1989); see also *Jiri Mucha v. Charles King*, 792 F.2d 602, 610 (7th 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.

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 s 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,

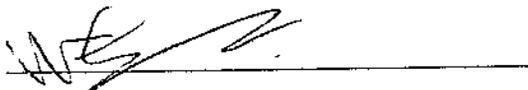


Jack Chiang
Owner of Bridgewater Landing / Taylors Resources Inc
51 Cragwood Rd, Suite 301
South Plainfield, NJ 07080
Tele: 732-668-4735 X 403
Facsimile 732-908-668-1855

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of May, 2016, I served the foregoing via U.S. mail, first class postage prepaid, as follows:

Notary Signature



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

Amendment to informal Complaint:

Claimant: Bridgewater Landing Inc

VS

MOL Shipping Lines

Bridgewater Landing Inc authorizes the Settlement Office to decide the complaint under the informal procedures outlined in Subpart S – Informal Procedures for Adjudication of Small Claims of the Commission’s Rules of Practice and Procedure.

-END

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

WAYBILL (NON-NEGOTIABLE)

(COPY)

Shipper/Exporter: BRIDGEWATER LANDING INC, 700 PENNBELL DRIVE, ROSSACA, GA 30725

Exporting No: 26005395441-A

Waybill No: MOLU26005510205

Export References: REFERENCE NO.: 12135-1

Consignee: TIANCIN SHANHAI TRAF. COMMERCIAL TRADE CO., LTD., ROOM 311, NO. 1 BUILDING 1, DISTRICT 1, MIN BIN DIE EUC, 478 ANE TEDA, TIANCIN, CHINA 310487, TEL: 022-59881638 FAX: 022-59881560

Forwarding Agent:

Shipped (VIA) subject to terms and conditions noted on contract. Shipper's Package Value USD:

Notes: PERS. 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: ATLANTA, GA - CY

Place of Receipt: ATLANTA, GA - CY

Ocean Vessel/Voy. No. 0458 MOL PARMOUNT

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:

| Contra. No. / Seal No. / Marks / Nos. | No. of Containers or Packages | Qty | Type or Kind of Containers or Packages - Description of Goods | Gross Weight | Measurement |
|---------------------------------------|-------------------------------|-----|---|----------------------------|----------------------------|
| MOLU0106835/3114896/C5 | 1 | 32 | 32 PICES PLASTIC SCRAPS 1 X 45' HIGH CUBE CONTAINER SAID TO CONTAIN: 14 DAYS DETENTION FREE IN XINGANG | 39560.000LB 17990.000KG | 2795.453 CBM 65.000 CBM |

"NOTWITHSTANDING ANY PROVISIONS OVERLEAF IN RELATION TO GENERAL AVERAGE, THE CARRIER IS AT ITS DISCRETION ENTITLED TO STIPULATE WHICH VERSION OF THE YORK ANTHWERP 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 | Basic | Freighted As | Curr. | Rate | Per | Prepaid | Collect |
|-----------|-------------|-------|--------------|-------|------|------------|---------|---------|
| OFR | US000C1RR | 45 | 1.000 | 45 | USD | 1000.00000 | 45 | 1000.00 |
| BUNKER | | 45 | 1.000 | 45 | USD | 172.00000 | 45 | 172.00 |
| DOCUMENT | | 45 | 1.000 | 45 | CNY | 400.00000 | 45 | 400.00 |
| MEL | | 45 | 1.000 | 45 | USD | 10.00000 | 45 | 10.00 |
| DOCUMENT | | 45 | 1.000 | 45 | USD | 50.00000 | 45 | 50.00 |
| CHASSES-C | | 45 | 1.000 | 45 | USD | 50.00000 | 45 | 50.00 |
| | | | | | | | USD | 1292.00 |
| | | | | | | | CNY | 400.00 |

LADEN ON BOARD THE VESSEL 01-19-2013

No. of Originals: 1

Place and Date of Waybill Issue: NEW YORK 01-19-2013

Totals: USD 1292.00, CNY 400.00

Pay At: NEW YORK, XINGANG

RECEIVED in apparent inland gate order and condition except as otherwise noted the full number of Containers or other packages or units (enclosed 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 or assignee of proof of identity.

IN WITNESS WHEREOF the undersigned, on behalf of Mitsui O.S.K. Lines, Ltd., at the same, has signed the number of Waybills, above, all of tenor 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 Convention for Goods by Sea Act of Japan, 1924 as amended 1948 or any other foreign legislation of a similar character 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 contained on the back hereof).

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

NOL AMERICA, INC. As Agents

Particulars furnished by shipper

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

Web: www.molpower.com

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

From: Toukta Phonharath - USCHIDOCEP

Sent: Monday, April 22, 2013 10:46 AM

To: 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

MV: 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

o: bridgewater777 <bridgewater777@aol.com>
Cc: mail.newjersey <mail.newjersey@mol-ips.com>; Tony Lucas <Tony.Lucas@mol-liner.com>;
Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <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
Web: www.molpower.com

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

From: 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 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 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

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700 E. Butterfield Rd. Ste.250

Lombard, IL 60148

Tel: 1-800-449-7575

Email: toukta.phonharath@mol-liner.com

Web: www.molpower.com

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

From: Toukta Phonharath - USCHIDOCEP

Sent: Monday, April 22, 2013 10:46 AM

To: 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

Web: www.molpower.com

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

=

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

From: 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>
To: bridgewater777@aol.com
Cc: mail.newjersey@mol-ips.com ; Tony.Lucas <Tony.Lucas@mol-liner.com>; Andrew.Thorning <Andrew.Thorning@mol-liner.com>; Toukta.Phonharath <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
Web: www.molpower.com

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

From: 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 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

-----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
Web: 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 an 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

From: 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
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, NJ 07095
 1-800-OK-GATOR
 www.MOLpower.com
 www.CountOnMOL.com

Date: Aug 10th 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 (MOEU0103835 - 45')

Vessel: MOL LOIRE v. 8702B

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

Arrived at Xingang, China: Mar. 12th, 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 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 USD 87,855.60 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.

Plaintiff(s),

vs.

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

Defendant(s)

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

: CIVIL ACTION
: SUMMONS

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.) 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.

/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 Beacharach 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. Holly, 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 Fifth 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 PATERSON 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 - 17 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

Wood and Park, NJ 07424

(973) 256-8555

Attorney for Plaintiff

| | | |
|---------------------------------------|---|--------------------------------|
| Plaintiff | : | SUPERIOR COURT OF NEW JERSEY |
| | : | LAW DIVISION |
| MOL (AMERICA), INC. | : | MIDDLESEX COUNTY |
| | : | DOCKET NO.: 2082-16 |
| vs. | : | |
| Defendant(s) | : | CIVIL ACTION |
| | : | |
| BRIDGEWATER LANDING INC.; and, | : | |
| TAYLORS RESOURCES INC.; j/s/a | : | COMPLAINT (on Contract) |
| | : | 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, Taylor's 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, NJ 07095
1-800-OK-GATOR
www.MOLpower.com
www.CountOnMOL.com

Date: Aug. 10th2015.

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 11th, 2013

Arrived at Xingang, China: Mar. 12th, 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 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 USD 87,855.60 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

Export References
REFERENCE NO.: 12135-1

Consignee

TIANJIN SHANHAI JIAPU 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

Forwarding Agent

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

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

Ocean Vessel / Voy. No. 045E
MOL PARAJOUNT

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

Table with 5 columns: Container No., Seal No., Marks & Nos., No. of Containers or Packages, and Description of Goods. Includes details for container MGEU0104835/3114896/C5, 32 pieces of plastic scraps, and 14 days detention free in Xingang.

"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

Table with 10 columns: Code, Tariff Item, Basis, Freight, Curr., Rate, Per, Prepaid, Collect. Lists charges for O/R, BUNKER, DOCUMENT, MSL, CHASSIS-O.

Table with 5 columns: LADEN ON BOARD THE VESSEL, No. of Originals, Place and Date of Waybill Issue, Totals, Pay At. Shows totals for USD 1292.00 and CNY 400.00.

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 receipt of identity. IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier, has signed the number of Waybills stated above, all of date 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 Convention of Goods by Sea, at of Japan, 1924 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, 1954 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

MOL (AMERICA) INC.

As Agents

Particulars furnished by shipper

SCHEDULE "B"

SERVICE CONTRACT NO. US00001RR

ESSENTIAL TERMS SHALL BE PUBLISHED AT 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, ERICING
 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 **CIVIL OFFICE**
 Civil Part pleadings (not motions) under **MIDDLESEX VICINAGE** 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
2nd Floor-Tower
56 Paterson St
PO Box 2633
New Brunswick, NJ 08903-2633

Appeal to dismiss Civil Action Summon MOL (America), Inc Vs Bridgewater Landing 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 service 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 10th, 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