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FEDERAL MARITIME COMMISSION

BEFORE THE
FEDERAL MARITIME COMMISSION



YAKOV KOBEL and VICTOR BERKOVICH,)
)
Complainants,)
vs.)
)
HAPAG-LLOYD AMERICA, INC., LIMCO)
LOGISTICS, INC., INTERNATIONAL TLC,)
INC.,)
)
Repondents.)

Docket No. 10-06
VERIFIED COMPLAINT

COME NOW, Yakov Kobel and Victor Berkovich ("Complainants"), by and through their attorney Donald P. Roach, and as for their Verified Complaint against HAPAG-LLOYD AMERICA, INC., LIMCO LOGISTICS, INC. and INTERNATIONAL TLC, INC. (collectively "Respondents"), file this Verified Complaint pursuant to Section 10(b)(2)(A), Section 10(b)(4)(D)(E), Section 10(b)(11)(12)(13), Section 10(d)(1), Section 11 and Section 19 of the Shipping Act of 1984 ("Shipping Act"), as amended by the Ocean Shipping Reform Act of 1998 (the "Act"), 46 U.S.C. Sec. 41104(2), and pursuant to the Federal Maritime Commission ("FMC") authority under Section 11(a) of the Act, 46 U.S.C. Sec. 41301(a), alleging violations of the Shipping Act, as follows:

I
PARTIES

1. Complainants Yakov Kobel and Victor Berkovich are residents of Portland, Oregon, USA both with the following residence and mailing address: 14333 SE Steele St, Portland, OR 97236.

DONALD P. ROACH
Attorney at Law
3718 SW Condor, Suite 110
Portland OR 97239
(503) 228-7306

2. Respondent **Hapag-Lloyd America, Inc.** (“**Hapag-Lloyd**”) is a corporation presumably in good standing, and duly registered under the laws of the State of New Jersey, and whose principal place of business in the United States is at: 399 Hoes Lane, Piscataway, New Jersey 08854. **Hapag-Lloyd** is an Ocean Carrier entity duly registered/licensed with Federal Maritime Commission and which transports containers and other type of cargo at sea for various entities.

3. Respondent **Limco Logistics, Inc.** (“**Limco**”) is a corporation which is duly registered under the laws of State of Florida and whose principal place of business in the United States is at: 12550 Biscayne Blvd., Suite 606, N. Miami, Florida 33181. **Limco** is an Ocean Transportation Intermediary licensed as a non-vessel ocean carrier (NVOCC) and freight forwarder (License no. 19196) doing binding business for **Hapag-Lloyd**, and is licensed to transact business as a NVOCC with the public in the United States of America. At all material times hereto, **Limco** acted as a NVOCC.

4. Respondent **International TLC, Inc.** (“**Int’l TLC**”) is a corporation which is duly registered under the laws of the State of Washington, and whose principal place of business is at: 16402 29th Street East, Lake Tapps, WA 98391. Based upon Complainants’ information and belief, **Int’l TLC** is an Ocean Transportation Intermediary licensed since July 24, 2008 as a non-vessel ocean carrier (NVOCC), License no. 021282, doing binding business for **Hapag-Lloyd**, and is licensed to transact business with the public in the United States of America. At all material times hereto **Int’l TLC** acted as a NVOCC.

II

JURISDICTION

5. This action is brought pursuant to the Shipping Act of 1984, as amended, 46 U.S.C.

Sec. 40101, *et seq.* Complainants are shippers in good faith and have done business with the

aforementioned entities and relied upon Respondents public advertisement and representations. Respondents are doing substantial business in the United States and hold themselves out to the public as providers of *bona fide* transportation services, as Licensed Ocean Transportation Intermediaries (OTI) and have assumed responsibility for transportation of the Complainants' cargo at issue herein, from Portland, Oregon, to the Port of Gdynia, Poland, as the final destination, namely five (5) containers of which three (3) have been unlawfully "liquidated" without Complainants' consent or their permission, and in violation of the Shipping Act, as hereinafter alleged.

Complainants respectfully request from FMC substantial reparations in their prayer for relief, for severe financial and economic damages caused by the three Respondents' violations of Shipping Act (Sec. 10, Sec. 11, and Section 19), as hereinafter alleged.

III

FACTUAL ALLEGATIONS

6. On or about May, 2008 Complainants agreed with Respondents, for the purpose of transporting five (5) loaded containers from Portland, Oregon, to Gdynia, Poland, as the final destination.

7. Respondents agreed to transport Complainants' five (5) containers to the said final destination in Poland, and paid freight charges in advance for three (3) containers.

8. Complainants are not sophisticated as to the shipping process, and thus relied upon Respondents' goodwill and their general public advertisement and representations, as Licensed Ocean Transportation Intermediaries or carriers, and thus trusted Respondents as to their representations to transport their cargo to the final destination in the Port of Gdynia, Poland.

9. Complainants shipped five containers from Portland, Oregon to Gdynia, Poland between May 9, 2008 and July 19, 2008. Despite payment in advance of the freight charge for

three of the five containers, Complainants did not receive a bill of lading from Respondent **Int'l TLC** or **Limco Logistics, Inc.** for any of the five containers at the time of shipping nor within a reasonable time thereafter. Complainants did not receive any documents from Respondents stating the terms or conditions of the transport of these five containers, except for invoices from Respondent **Int'l TLC**. Complainants finally received a bill of lading from **Int'l TLC** issued by **Limco Logistics, Inc.** (front page only) for only container MOGU 2002520 in November, 2008. Complainants paid freight for this container in the amount of \$4,600, consisting of plywood and motorcycles.

10. Complainants subsequently realized that Respondents did not give them any bills of lading at the time of shipping between May and July 2008, nor any similar documentation that would evidence the ownership of Complainants' highly valuable property.

11. Shortly after Respondents received custody and control of Complainants' valuable property at the Port of Portland, Oregon, they damaged one of the loaded containers (MOGU 2002520) and then engaged into a scheme of prolonged misinformation about this container.

12. On or about May 9, 2008 Complainant Yakov Kobel was contacted telephonically by **Limco** and **Int'l TLC** to inform him of the fact that his container (MOGU 2002520) was damaged at Port of Portland, Oregon, and stating, in substance, that another container fell and struck the shipper's container during the uploading process at the Port of Portland, Oregon.

13. Complainant Yakov Kobel requested **Limco** to allow him access, on site, at the Port of Portland, to observe the extent of the damage to the alleged damaged container (MOGU 2002520), to which **Limco** agreed. Thereafter **Limco** reversed itself and denied access to Complainants to examine the alleged damaged container.

14. Thereafter, **Limco** informed Complainants, that **Hapag-Lloyd** agreed to transport the damaged container back to Complainants' (loading site in) Clackamas, Oregon at **Hapag-**

Lloyd's expense. **Limco** further instructed Complainants to prepare a document for the estimated costs involved, which **Hapag-Lloyd** agreed to pay and as represented by **Limco** to Complainants.

15. **Hapag-Lloyd** further promised Complainants (through **Limco**), that by May 20, 2008, it would return the damaged container to the site of Complainants' loading point in Clackamas, Oregon.

16. The Complainants relied, in good faith, upon **Hapag-Lloyd** and **Limco's** representations to Complainants' detriment, and prepared estimates.

17. Complainants sent a seven (7) page document to **Limco** that consisted of estimated costs of transportation, unloading and reloading, plus cost of the damaged container, with the expectation that **Limco** could forward it to **Hapag-Lloyd**, as **Limco** had previously represented to Complainants.

18. To Complainants' surprise and dismay, while Complainants were waiting for **Hapag-Lloyd** to return the aforementioned damaged container to the Complainants' point of packing/loading in Clackamas, Oregon, **Limco** notified the Complainant(s) by phone that **Hapag-Lloyd** had apparently made whatever repairs needed to be done to the alleged damaged container and that shippers' container was in fact to be shipped out to Gydnia, Poland in its alleged damaged condition. Further, **Hapag-Lloyd** and **Limco** provided no more information to Complainants about the nature of damage and or repairs done to the aforesaid damaged container.

19. Neither **Limco** or **Hapag-Lloyd** ever provided Complainants with any photos of the damaged container, until about June, 2009. Even then, the photos were provided to Complainants by **Int'l TLC**, as a result of repeated demands made upon Respondents by Complainants, pressuring them about the excessive delay of transport of said container by **Hapag-Lloyd** and the damaged container's whereabouts.

20. All of the foregoing Respondents handling Complainants' valuable property, **Hapag-Lloyd, Limco** and **Int'l TLC** refused to disclose to Complainants the whereabouts of the damaged container (MOGU 2002520) for which Complainants waited patiently to be joined with the other containers then to be transported together by rail from Gdynia, Poland to Cernauti, Ukraine. Because Respondents misled and misinformed Complainants about the time of arrival of the damaged container (MOGU 2002520) to Poland, and their repeated deceitful conduct, the Complainants lost all of the rail appointments to transport their containers to Cernauti, Ukraine.

21. On November 15, 2008, Complainants faxed a letter of inquiry to **Limco** (to be forwarded to **Hapag-Lloyd**), demanding the information about the damaged container's whereabouts (MOGU 2002520). On November 15, 2008, **Int'l TLC** finally faxed a house bill of lading (front page only) issued by **Limco** as agent to **Int'l TLC** to Victor Berkovich for container MOGU 2002520 (B/I No. LIM 16090) dated May 9, 2008 (see copy attached and marked as Exhibit 1).

22. Complainants later learned from a Polish Port official in Gdynia, Poland that the damaged container had in fact arrived in Gdynia, Poland, on or about December 23, 2008 after it was allegedly detained previously in Bremerhaven, Germany for approximately 200 days. By this time on December 24, 2008, Complainants had lost all of the rail appointments they had made to transport their containers to Cernauti, Ukraine.

23. Complainants' other two containers (MOGU 2051660 and MOGU 2101987) arrived in Gdynia, Poland before the damaged container (MOGU 2002520) and were placed in storage there. Complainants did not have a bill of lading to pick these two containers up because neither **Limco** nor **Int'l TLC** ever provided Complainants with such documents of property ownership enabling them to transport them to Cernauti, Ukraine.

24. For approximately 225 days, neither **Hapag-Lloyd**, nor **Limco**, or **Int'l TLC** would disclose to Complainants the status of their damaged container above said, or to discuss with them the situation about the damaged container (MOGU 2002520). Complainants subsequently learned from **Limco** and **Baltic Logistics, Inc.** that the damaged container was detained in Bremerhaven, Germany from June 2008 until December 18, 2009 when **Hapag-Lloyd** transported the damaged container by truck to Gydnia, Poland. This excessive delay in shipping container (MOGU 2002520) was caused solely by the acts and conduct of Respondents.

25. Complainants had made arrangements to transport the three containers together by rail from Gydnia, Poland to Ukraine, container MOGU 2051660, container MOGU 210987 and the allegedly damaged container MOGU 2002520. Because of Respondents' significant delay in transporting the damaged container MOGU 2002520 to Gydnia Poland, the other two containers remained in Gydnia, Poland until the arrival of the long awaited damaged container.

26. Respondents refused to discuss or give any information to Complainants about the three containers held in Gdynia, Poland after January 9, 2009 despite numerous calls from injured Complainants.

27. On or about February 13, 2009, Complainants contacted **Baltic Logistics** in Gydnia, Poland regarding their three containers. **Baltic Logistics** requested the storage charges for the three containers. **Baltic Logistics** then sent an invoice for storage payments.

28. Complainants had already made payments for storage and freight of container MOGU 2051660 and container MOGU 2101987 on January 9, 2009 for \$1,500, and made additional payments March 26, 2009 for \$7,065, and April 2, 2009 for \$1,635 for a total of \$10,200.00 to **Int'l TLC**. Respondent **Int'l TLC** accepted all these payments. Complainants also paid \$3,100 to **Baltic Logistics** for storage fees. Container MOGU 2051660 consisted of plywood

and 502 cases and 46 drums of motor oil. Container MOGU 2101987 consisted of 1,664 cases and 4 drums of motor oil, a bicycle and children's clothing.

29. Complainant Victor Berkovich and another fellow Ukrainian trucker went in to Port of Gdynia, Poland on or about April 6, 2009 to pick up the foregoing containers, as per instruction that was given by the Polish Port authority in Gdynia Poland on April 3, 2009. When they arrived in Gdynia, Poland, they were told that none of the three containers were there. As a consequence thereof, Victor Berkovich and his fellow Ukrainian trucker returned without any of the containers to Ukraine, believing that the containers had been stolen or alienated to some unknown "insider" belonging to an organized crime entity.

30. After more investigation and inquiry, Complainants discovered that all three (3) containers and their contents (MOGU 2002520, MOGU 2051660, MOGU 2101987) had been liquidated. Complainants then discovered that exporter and consignee for the bills of lading for the three containers were changed to a Washington State resident named **Oleg Remishevskiy** without Complainants' knowledge, permission or consent (see attached Exhibit 2, 3 and 4).

31. In June, 2009, Complainants received a letter dated May 29, 2009 from Respondent **Int'l TLC** claiming that the three containers were liquidated for payment of unpaid storage and freight charges for the three containers, despite the failure of Respondent to deliver the allegedly damaged container (MOGU 2002520) in a timely manner, thus causing excessive delay in shipping. Respondent **Int'l TLC** subsequently remitted to Complainants a check for \$10,200 for freight charges which Complainant had paid for container MOGU 2051660 and MOGU 2101987, together with photographs of damaged container. Respondents did not give to Complainants any accounting or remit any proceeds from liquidation of the three containers loaded with high value property.

32. Respondents wrongfully liquidated all three containers, and all the valuable contents therein, without Complainants permission, allegedly for storage and freight charges. Respondents'

conduct caused the excessive delay of shipment of these containers resulting in needless storage charges. Respondent **Limco** and **Int'l TLC** wrongfully changed the name of the exporter and consignee on the bill of lading without Complainants' knowledge or consent. Respondent **Int'l TLC** and **Limco** have refused Complainants' demand for the original or copies of original bills of lading for container MOGU 2051660 and MOGU 2101987.

33. Based upon Complainants' information and belief, Respondent **Int'l TLC** became an Ocean Transportation Intermediary and authorized non vessel-ocean common carrier effective July 24, 2008 under License no. 021282N.

34. **Limco Logistics** issued a bill of lading no. LIM16802 for container no. MOGU 2051660 (B/I no. LIM16802) which showed the freight prepaid but did not disclose the freight charges. The bill of lading issued in Portland, Oregon on July 19, 2008 falsely showed **Oleg Remishevskiy** as exporter and consignee (see Exhibit 3 attached hereto).

35. Respondent **Limco** issued a bill of lading for container MOGU 2101987 dated July 19, 2008 in Portland, Oregon (bill of lading no. LIM16803) falsely showing Oleg Remishevskiy as exporter and consignee. These bills of lading did not disclose the freight charges but stated that the freight was prepaid (see Exhibit 4 attached hereto).

36. Respondent **Limco**, purportedly acting as agent for **Int'l TLC**, issued a bill of lading for MOGU 2002520 (B/I no. LIM 16090) dated May 9, 2008 to Viktor Verkovich (sic) as exporter and consignee (see Exhibit 1 attached hereto).

37. Respondent issued an identical bill of lading (B/I no. LIM 16090) as described in paragraph 31 above, to **Oleg Remishevskiy** falsely identifying him as exporter and consignee of container no. MOGU 2002520 (see Exhibit 2).

IV

INJURY TO COMPLAINANTS

38. As a direct and proximate result of Respondents' violation of the Shipping Act, Complainants have been damaged by the loss of these containers and high value property therein. The fair market value of the containers and the contents of these containers in the Ukraine at the time of the transport and unlawful liquidation was the sum of not less than five hundred thousand dollars (\$500,000.00). The actions, deeds, violations, and practices of **Hapag-Lloyd, Limco, and Int'l TLC** described above have severely injured Complainants financially and Complainants should be awarded twice the amount for a total recovery of \$1,000,000.00 or twice the amount of the actual damages under 46 USC § 41305(e).

V

VIOLATIONS OF THE SHIPPING ACT

39. The egregious actions and deprivation of Complainants' high value property, caused by the Respondents, constituted violations of Section 10 of the Shipping Act, as amended, and the Commission's Regulations, by failing to establish, observe, and enforce just and reasonable regulations and practices related to receiving, handling and delivering property in violation of Section 10(d)(1) of the Shipping Act in the following particulars:

a. Respondents made certain promises to Complainants to return a damaged container while it was in Respondents' custody (MOGU 2002520). Complainants relied upon Respondents' promises to return the said damaged container at its expense before shipping it to Poland, but the Respondents failed to do so. The concerted actions of Respondents to perpetrate and perpetuate this problem by shipping the damaged container without allowing Complainant to repair it therefore unlawfully defrauds Complainants by unlawfully disposing of the damaged container, and two other containers, all loaded with high value property.

b. Respondents, after damaging the container entrusted to them (MOGU 2002520), engaged in a pattern of willful and deceitful misinformation regarding the container's whereabouts, the nature and extent of the damage, and its arrival time at port of destination in Gdynia, Poland. The Respondents failed to adequately disclose and inform Complainants regarding their valuable property in the container.

c. Respondents did not provide Complainants with proper and lawful documents of ownership (bills of lading), at or near the time of shipping, nor the terms and conditions of transport, in a timely manner, even though Complainants paid Respondents, and resulting in the loss of all of their three (3) containers (MOGU 2002520, MOGU 2051660, MOGU 2101987) and their valuable contents. Respondents failed to deal in good faith and provide proof of ownership with a correct original bill of lading and contract of transport in a timely manner to the Complainants.

d. Respondents engaged in a sophisticated and coordinated scheme to defraud unsuspecting Complainants of their high value property, the foregoing three (3) containers, whose combined fair market value at their ultimate destination in Ukraine in the sum of \$500,00.00 (five hundred thousand dollars) at the time of transport in May 2008, despite the fact that Complainants paid Respondents for transport and costs demanded from the Complainants.

e. Complainants received the bill of lading (front page only) for the damaged container (MOGU 2002520) on or about November 15, 2008, five months after shipping; and Complainants never had received a bill of lading for the other two containers (MOGU 2051660 and MOGU 2101987), though they paid the shipping costs for these containers. Respondents failed to provide good faith Complainants with the proper and timely transport documents and any transportation agreements.

f. Respondents engaged in false representation of a material fact by changing Complainants' bills of lading for two (2) containers (MOGU 2051660 and MOGU 2101987) after the time of shipping on July 19, 2008 to a Washington State resident named **Oleg Remishevskiy** showing him as exporter and consignee when in fact, Complainants were the exporter and consignee.

g. Respondents changed Complainants as exporter and consignee in the bill of lading issued to Complainants, (Victor Berkovich) (MOGU 2002520) to another person (**Oleg Remishevskiy**) without the consent or permission of Complainants.

h. Respondents engaged in excessive, unreasonable and unnecessary fee scheming against unsuspecting and inexperienced Complainants, and exploited their unfamiliarity with Respondents' shipping process by demanding false, excessive and unearned shipping charges even though Respondents had already wrongfully changed the consignee name on the bill of lading to **Oleg Remishevskiy**.

i. Respondents engaged in a "liquidation" scheme of Complainants' three (3) containers and high value contents referred herein as MOGU 2002520, MOGU 2051660 and MOGU 2101987, consisting of valuable property (with a fair market value in Ukraine of above \$500,000.00 at the time of shipping in 2008), resulting from changing the bills of lading from the name of Complainants as exporter and consignee to the name of an unknown party, **Oleg Remishevskiy**.

j. Respondents have engaged in fraud against Complainants by first "liquidating" the foregoing three (3) loaded containers in favor of **Oleg Remishevskiy** (presumably known to Respondents), and then providing fraudulent written statements detailing the said "liquidation" procedures to Complainants. Respondents "liquidated" Complainants' valuable property and defrauded Complainants of their three (3) highly valuable (loaded) containers.

k. Respondents willfully and knowingly have conspired to do all of the above described violations, thus resulting in the total loss of Complainants' three (3) containers aforesaid. These willful, knowing, fraudulent, unreasonable and manifestly unfair actions of Respondents actively pursued against the unsuspecting Complainants constitute violation of Sec. 10 and Sec. 11 of the Shipping Act.

l. Respondents' actions violated the reasonable shipping process by their refusal to provide information to the injured Complainants as to the whereabouts of the containers, for many months, either by direct telephone contact of their agent(s), or any written documentation concerning the whereabouts of the three (3) containers aforementioned.

m. Respondents liquidated Complainants' three containers in a commercially unreasonable manner and without proper notice to Complainant. Respondents have failed to account for proceeds from the alleged liquidation of the three containers and contents therein, nor remitted any surplus funds from liquidation sale to Complainants.

40. Respondent **Int'l TLC** knowingly and willfully accepted Complainants' cargo as an ocean transportation intermediary when it was not licensed and did not have bond, insurance or other surety on May 9, 2008, to July 20, 2008 as it would have been required by Sec. 8 and Sec. 19 of the Shipping Act, and violation of Sec. 10(b)(2)(11).

41. Respondent **Int'l TLC** engaged in unlawful shipping practices and represented itself as a non-vessel ocean carrier and an ocean freight forwarder, prior to July 24, 2008, without a license, in violation of Sec. 19 of the Shipping Act and 46 C.F.R. Sec. 515.3 and Sec. 520.

42. Respondents **Limco** and **Int'l TLC** provided services not in accordance with then published tariff and service contract entered into Section 8 of the Act in violation of Section 10(b)(2)(A) of the Shipping Act.

43. Respondents provided a service and engaged in unfair practice in their loading or unloading of freight as alleged in paragraphs 6-13 above in violation of Section 10(b)(4)(D) of the Shipping Act.

44. Respondents engaged in unfair shipping practice by unreasonably refusing to deal or negotiate and settle Complainants' claims for damages to container MOGU 2002520 and loss of all three containers in violation of Section 10(b)(4)(E) and Section 10(b)(10) of the Shipping Act.

45. Respondents **Limco** and **Hapag-Lloyd** knowingly and willingly accepted cargo from an ocean transportation intermediary (**Int'l TLC**) that did not have a bond, insurance, or other surety from May 9, 2008 to July 23, 2008 in violation of Section (10)(b)(11)(12) of the Shipping Act.

46. Respondents **Limco** and **Int'l TLC** knowingly disclosed valuable information concerning the nature, kind, quantity and destination of property delivered to them by Complainants to a third party identifying Complainants as shipper and consignee, without Complainants' consent, in violation of Section 10(b)(13) of the Shipping Act.

VI

PRAYER FOR RELIEF

WHEREFORE, Complainants respectfully request from this Honorable Commission that Respondents be required to answer the charges in this Complaint, and that after Commission's investigation and hearing, Respondents, each of them, be ordered, as follows:

i. Pay the severely injured Complainants by way of reparations for the unlawful conduct described above the sum of no less than \$500,000.00 (five hundred thousand dollars) for actual injury and \$500,000.00 for additional damages under 46 USC § 41305(c);

ii. Pay any other damages that may be determined proper and just;

- iii. Take any such other action or provide any other such relief as the Honorable Commission determines to be warranted under the circumstances; and
- iv. Pay Complainants' reasonable attorney fees and costs incurred here.

VII

PLACE OF HEARING

The Complainants desire here, and respectfully request that the hearing be held in Portland, Oregon.

VIII

ALTERNATIVE DISPUTE RESOLUTION

The FMC's informal dispute resolution procedures have not been used prior to the filing of this Complaint. Attorney for Complainants has not had any preliminary consultations with the Commission's Dispute Resolution Specialist regarding the availability of alternative dispute resolution (ADR) under the FMC's ADR program. 46 C.F.R. Sec. 502.62(E)

DATED this 2 day of July, 2010, in Portland, Oregon.

Respectfully submitted by:

DONALD P. ROACH
Attorney for Complainants
3700 Barbur Bldg
3718 SW Condor, Suite 110
Portland, OR 97239


DONALD P. ROACH


YAKOV KOBEL
Complainant
Residence and Post Office Address:
14333 SE Steele St.
Portland, OR 97236


VICTOR BERKOVICH
Residence and Post Office Address:
14333 SE Steele St.
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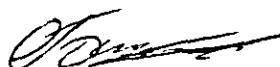
VERIFICATION

We verify that we are the Complainants in the above-entitled action; and, that we are authorized to make this verification; that, we have read the foregoing Verified Complaint and that the allegations in the Verified Complaint are true and correct to the best of our knowledge. We declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 2 day of July, 2010, in Portland, Oregon.



YAKOV KOBEL



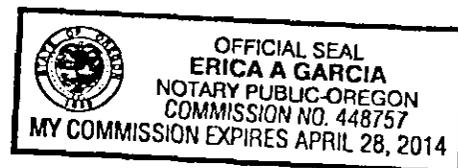
VICTOR BERKOVICH

STATE OF OREGON)
)
) ss:
)
County of Multnomah)

Yakov Kobel and Victor Berkovich, being first duly sworn on oath depose and say that they are the Complainants in the above-entitled action, and that they are the persons who signed the foregoing Verified Complaint; that they had read the said Verified Complaint and that the facts stated therein, upon information received from others, affiants believe to be true and correct.

SUBSCRIBED and sworn/affirmed to before me: Erica Garcia, a Notary Public in and for the Sate of Oregon, in the County of Multnomah, on this 2 day of July, 2010.

Notary Public's Signature: Erica Garcia
My Commission Expires: 4/28/14



Seal of Notary Public: _____

CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action
2. On July 2, 2010, I served a complete copy of the Complaint of Yakov Kobel and Victor Berkovich to the following parties at the following addressees, postage prepaid:

Via Federal Express
Secretary
Federal Maritime Commission
800 North Capital Street, NW
Washington, DC 20573

Via US Post First Class Mail
Alexander Barkvinenko
Registered Agent
International TLC, Inc.
16402 29th St. East
Lake Tapps, WA 98391

Michael Lyamppot
Registered Agent
Limco Logistics, Inc.
12550 Biscayne Blvd #112
Miami, FL 33101

Corporation Trust Company
Registered Agent
Hapag-Lloyd, America
820 Bear Tavern Rd.
West Trenton, NJ 08628

DATED: July 2 2010.

By: Donald P. Roach
Donald P. Roach, Esq.
3718 SW Condor, Suite 110
Portland, OR 97239
donroachlaw@yahoo.com
Attorney for Complainants

Limco Logistics, Inc.

BILL OF LADING

2. EXPORTER (Principal or seller Name and address including ZIP Code) VERKOVICH VIKTOR 14333 SE STEEL ST, Tel: 5035443293, PORTLAND, OR 97238 UNITED STATES.		5. DOCUMENT NUMBER 16784123		6a. B/L NUMBER LIM16090	
3. CONSIGNEE TO VERKOVICH VIKTOR CHERNOVITSKAYA OBL. STOROZHENETSKIY R-ON S. CHUDEI UKRAINE.		7. FORWARDING AGENT (Name and address - reference) Limco Logistics, Inc. as agent to International TLC PO BOX 1447, Tel: 253 951 3869, SUMNER, WA 98390 UNITED STATES		8. EXPORT REFERENCES	
4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) SAME AS ABOVE		9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS LTIC Sea Logistics SP Z.O.O UL.KVIATKOWSKIEGO 60/81/156, Tel: +4858 621 3251, GDYNIA POLAND.		10. POINT (STATE) OF ORIGIN OR FTZ NUMBER WA, USA	
12. PRE-CARRIAGE BY		13. PLACE OF RECEIPT BY PRE-CARRIER		11. CONTAINERIZED (Vessel only) Yes <input checked="" type="checkbox"/> No	
14. EXPORTING CARRIER LISBON EXPRESS / 808E		15. PORT OF LOADING /EXPORT Portland		10. LOADING PIER /TERMINAL	
16. FOREIGN PORT OF UNLOADING (Vessel and air only) Gdynia		17. PLACE OF DELIVERY BY ON-CARRIER		11. TYPE OF MOVE Vessel, Containerized	
MARKS AND NUMBERS (18) MOGU2002520		NUMBER OF PACKAGES (19) 1220 4 1		DESCRIPTION OF COMMODITIES (20) 40 Ft. High Cuba STC: PLYWOOD OSB WLDNRSS 90 WLDNRSS 250 CAMO AES ITN:X20080513035025	
DECLARED VALUE		GROSS WEIGHT (Kilow) (21) 8700.00KG		MEASUREMENT (22)	

Carrier has a policy against payment, solicitation, or receipt of any rebates, directly or indirectly, which would be unlawful under the United States Shipping Act, 1994 as amended. READ CLAUSE 28 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		
SUBJECT TO CORRECTION	PREPAID	COLLECT
FREIGHT PREPAID *****EXPRESS HBL*****		
GRAND TOTAL: USD		

Received by the Carrier for shipment by ocean vessel between port of loading and port of discharge, and for arrangement or procurement of pre-carriage from place of receipt and on-carriage to place of delivery, where stated above, the goods as specified above in apparent good order and condition unless otherwise stated. The goods to be delivered at the above mentioned port of discharge or place of delivery, whichever is applicable, subject always to the exceptions, limitations, conditions and liberties set out on the reverse side hereof, to which the Shipper and Air Consignee agree to accepting this Bill of Lading. IN WITNESS WHEREOF three (3) original Bills of Lading have been signed, not otherwise stated above, one of which being accomplished the others shall be void.

DATED AT **SEATTLE**
By _____ AGENT FOR THE CARRIER
MAY 09 2008
MO. DAY YEAR

B/L No. **LIM16090**



Limco Logistics, Inc.

BILL OF LADING

2. EXPORTER (Principal or seller licensee and address including ZIP Code) REMISHEVSKIY OLEG 7008 183RD AVE E BONNEY LAKE, WA 98391.		5. DOCUMENT NUMBER 16784123	5a. B/L NUMBER LIM16090
ZIP CODE		6. EXPORT REFERENCES	

3. CONSIGNEE TO REMISHEVSKIY OLEG TOLSTOGO STREET 14/15 VINNITSA, UKRAINE TEL: 0432 675015	7. FORWARDING AGENT (Name and address - references) Limco Logistics, Inc. as agent to International TLC PO BOX 1447, Tel: 253 951 3869, SUMNER, WA 98390 UNITED STATES
8. POINT (STATE) OF ORIGIN OR FTZ NUMBER WA, USA	

4. NOTIFY PARTY / INTERMEDIATE CONSIGNEE (Name and address) SAME AS ABOVE	9. DOMESTIC ROUTING / EXPORT INSTRUCTIONS Baltic Sea Logistics SP.Z.O.O. UL.KVIATKOWSKIEGO 60/81/156, Tel: +4858 621 3251, GDYNIA POLAND.
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12. PRE-CARRIAGE BY	13. PLACE OF RECEIPT BY PRE -CARRIER
14. EXPORTING CARRIER LISBON EXPRESS / 808E	15. PORT OF LOADING / EXPORT Portland
16. FOREIGN PORT OF UNLOADING (Vessel and air only) Gdynia	17. PLACE OF DELIVERY BY AIR / CARRIER
11. TYPE OF MOVE Vessel, Containerized	
11a. CONTAINERIZED (Vessel only) Yes <input checked="" type="checkbox"/> No	

NON-NEGOTIABLE

MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
MOGU2002520	1220 4 1	40 Ft. High Cube STC: PLYWOOD OSB WLDNRSS 90 WLDNRSS 250 CAMO AES ITN:X20080513035025	8700.00KG	

Carrier has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United States Shipping Act, 1984 as amended.
DECLARED VALUE _____ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		
SUBJECT TO CORRECTION	PREPAID	COLLECT
FREIGHT PREPAID *****EXPRESS HBL*****		
GRAND TOTAL: USD		

Received by the Carrier for shipment by ocean vessel between port of loading and port of discharge, and for arrangement or procurement of pre-carriage from place of receipt and on carriage to place of delivery, where stated above, the goods as specified above in apparent good order and condition unless otherwise stated. The goods to be delivered at the above mentioned port of discharge or place of delivery, whichever is applicable, subject always to the exceptions, limitations, conditions and liberties set out on the reverse side hereof, to which the Shipper and for Consignee agree to accepting this Bill of Lading.

IN WITNESS WHEREOF three (3) original Bills of Lading have been signed, not otherwise stated above, one of which being accomplished the others shall be void.

DATED AT SEATTLE

By _____
AGENT FOR THE CARRIER

MAY 09 2008
MO. DAY YEAR

PLAINTIFF'S EXHIBIT

2

B/L No. LIM16090

Limco Logistics, Inc.

BILL OF LADING

2. EXPORTER (Principal or seller - licensee and address including ZIP Code)

REMISHEVSKIY OLEG
7008 183RD AVE E
BONNEY LAKE, WA 98391

ZIP CODE

5. DOCUMENT NUMBER

18458067

5a. B/L NUMBER

LIM16802

6. EXPORT REFERENCES

3. CONSIGNEE TO

REMISHEVSKIY OLEG
TOLSTOGO STREET 14/15
VINNITSA, UKRAINE
TEL: 0432 675015

7. FORWARDING AGENT (Name and address - references)

8. POINT (STATE) OF ORIGIN OR FTZ NUMBER

OR, USA

4. NOTIFY PARTY / INTERMEDIATE CONSIGNEE (Name and address)

same as above

9. DOMESTIC ROUTING / EXPORT INSTRUCTIONS

LTIC SEA LOGISTICS SP Z.O.O.
UL. KWIATKOWSKIEGO 60/81/156
GDYNIA, POLAND
TEL: 4858 621-3251
CTC: KRZYSTOFF FILS

12. PRE-CARRIAGE BY

13. PLACE OF RECEIPT BY PRE -CARRIER

14. EXPORTING CARRIER

LISBON EXPRESS / 813E

15. PORT OF LOADING / EXPORT

Portland

10. LOADING PIER / TERMINAL

16. FOREIGN PORT OF UNLOADING (Vessel and air only)

Gdynia

17. PLACE OF DELIVERY (BY AIR CARRIER)

11. TYPE OF MOVE

Vessel, Containerized

11a. CONTAINERIZED (Vessel only)

Yes No

MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
MOGU2051660 5814064	400 PCS 502 cases & 46 drums	40 Ft. High Cube STC: of OSB (plywood) of motor oil AES ITN: X20080718044668	9000.00 Kg 17480.00 Kg	

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DECLARED VALUE READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS

SUBJECT TO CORRECTION

PREPAID

COLLECT

FREIGHT PREPAID

*****EXPRESS HBL*****

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DATED AT PORTLAND

By

AGENT FOR THE CARRIER

July

19

2008

MO.

DAY

YEAR

GRAND TOTAL: USD

B/L No.

LIM16802

PLAINTIFF'S
EXHIBIT

3

Limco Logistics, Inc.

BILL OF LADING

2. EXPORTER (Principal or seller - licensee and address including ZIP Code) REMISHEVSKIY OLEG 7008 183RD AVE E BONNEY LAKE, WA 98391		5. DOCUMENT NUMBER 17454520	5a. B/L NUMBER LIM16803
3. CONSIGNEE TO REMISHEVSKIY OLEG TOLSTOGO STREET 14/15 VINNITSA, UKRAINE TEL: 0432 675015		6. EXPORT REFERENCES	
4. NOTIFY PARTY / INTERMEDIATE CONSIGNEE (Name and address) SAME AS ABOVE		7. FORWARDING AGENT (Name and address - references)	
12. PRE-CARRIAGE BY		8. POINT (STATE) OF ORIGIN OR FTZ NUMBER OR, USA	
13. PLACE OF RECEIPT BY PRE -CARRIER		9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS LTIC SEA LOGISTICS SP Z.O.O. UL. KWIATKOWSKIEGO 60/81/156 GDYNIA, POLAND TEL: 4858 621-3251 CTC: KRZYSTOFF FILS	

14. EXPORTING CARRIER LISBON EXPRESS / 813E	15. PORT OF LOADING /EXPORT Portland	10. LOADING PIER /TERMINAL
16. FOREIGN PORT OF UNLOADING (Vessel and air only) Gdynia	17. PLACE OF DELIVERY BY ON -CARRIER	11. TYPE OF MOVE Vessel, Containerized
		11a. CONTAINERIZED (Vessel only) Yes <input checked="" type="checkbox"/> No

MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
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MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
MOGU2101987	1664 cases & 4 drums 1 10-15	40 Ft. High Cube STC: of motor oil TTA-250 E children's bike used clothing and shoes (adult and children) AES ITN:X20080718055210	26,000.00kg	

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FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		
SUBJECT TO CORRECTION	PREPAID	COLLECT
FREIGHT PREPAID *****EXPRESS HBL*****		
GRAND TOTAL: USD		

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DATED AT PORTLAND

By _____
AGENT FOR THE CARRIER

July 19 2008
MO. DAY YEAR

PLAINTIFF'S EXHIBIT
4

B/L No. LIM16803