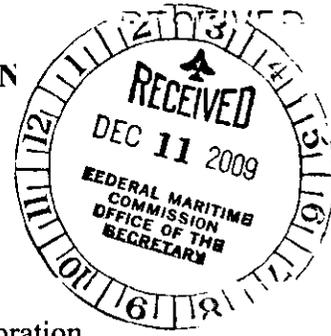


ORIGINAL

CC: 05/06C
AUT(2)
Pub

FEDERAL MARITIME COMMISSION



FORMAL DOCKET NO. 1898 (F)

DSW INTERNATIONAL, INC., a Texas Corporation
Claimant,

v.

COMMONWEALTH SHIPPING, INC.,

and

ABOU MERHI LINES, LLC.
Respondents.

**ANSWER OF RESPONDENT COMMONWEALTH SHIPPING, INC.
TO DSW INTERNATIONAL, INC.'S AMENDED COMPLAINT**

The above-named Respondent, COMMONWEALTH SHIPPING, INC. (hereinafter "COMMONWEALTH"), for Answer to the Amended Complaint in this proceeding, states:

I. Respondent admits that DSW INTERNATIONAL, INC. (hereinafter "DSW") is a Texas corporation with its principal place of business listed as 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229. See Exhibit 3. It is admitted that Complainant DSW is a shipper of cargo. Whether DSW owns the cargo or not is unknown and therefore denied. It is admitted that the "cargo" is constituted of two used motor vehicles. It is unknown if the final destination of the cargo was Nigeria, but for Repondent's purposes the last known destination was Nigeria. The Respondent denies that the Affiant, Arinze Udegune, has standing to appear in this matter. Respondent denies that Udegune is DSW's director. He has no position at DSW and therefore

has no standing to appear individually in an action based upon an contract entered into between DSW and COMMONWEALTH. Respondent denies that the Affiant has standing of his own as an individual. The Respondent is without knowledge of Arinze Udegbune's capacity to execute and affidavit. Further, the affidavit fails to state whether the affidavit is based upon the affiant's personal knowledge or from knowledge provided by others. It is therefor inadmissible in support of the Amended Complaint. See **Exhibit A**.

II. It is denied that Respondent is a liable party in this action. It is admitted that COMMONWEALTH is an OTI/NVOCC and that ABOU MEHRI LINES LLC is an vessel ocean common carrier.

(a) It is admitted that COMMONWEALTH is an OTI and NVOCC. It is denied it represented itself at any time as a freight forwarder. The FMC License number is inaccurate. See **Exhibit B**. Respondent's mailing address is admitted and confirmed.

(b) Information about ABOU MERHI LINES (USA), LLC are believed to be true, except that the office in Maryland is believed to have closed.

III. Respondent entered into contract with DSW. Respondent in turn entered into contract with ABOU MERHI. It is denied that Respondent violated any provision of the Shipping Act of 1984 as modified by the Ocean Shipping reform Act of 1998. This is a classic cargo damage or cargo loss case. It is denied that the Federal Maritime Commission has subject matter jurisdiction over disputes arising pursuant to a single bill of lading for damage to cargo, and therefor lacks jurisdiction over the matters alleged in this Amended Complaint. It is denied that the cause of action attempted to be alleged in this Amended Complaint falls within the scope

of the Shipping Act of 1984 as modified by the Ocean Shipping Reform Act of 1998, 46 U.S.C. §§ 40101 - 41309. Even if the cargo is missing or destroyed, such cargo damage or loss is not a violation of the terms of the Shipping Act of 1984 as modified by the Ocean Shipping reform Act of 1998.

IV. Respondent respectfully requests that the Commission do not enter the jurisdiction of a federal court or state court sitting hearing a classic cargo damage or cargo loss. Complainant fails to make a prima facie case that Respondents decided together to conspire to deny some commercial advantages to DSW. The purpose of the FMC according to its website is to be responsible for the regulation of oceanborne transportation in the foreign commerce and licenses and regulates ocean transportation intermediaries in the U.S., and ensures all maintain evidence of financial responsibility. The FMC is not a forum for classic disputes arising from a single transaction without further allegation than the loss of cargo. It is denied that COMMONWEALTH committed any negligent act. Denied that Respondent breached its contract with DSW.

Respondent also challenges DSW's alleged damage in the amount of \$46,284.30 and will bring its proof on this matter. Since Respondent denies that the Shipping Act applies, Respondent denies any pre and post-judgment interest. Respondent also opposes the notion of attorney's fees can be granted to DSW.

V. DSW exported several used vehicles with Respondent. As to whether DSW qualifies as an "exporter" is unknown and therefore denied. Denied that respondent was hired as a freight forwarder. (a) Admitted as to the identity of the vehicle. (b) Admitted as to the identity

of the vehicle.

COMMONWEALTH admits being an OTI/NVOCC. Denies having represented itself as a freight forwarder to DSW at the time of contract.

VI. Denied that COMMONWEALTH was instructed to find “a reliable, experienced, and reputable ocean carrier to transport” the cargo. There is no factual support for this allegation. Admitted as to the consignee’s identity as being Udemba Electronics Co. Ltd. of Lagos, Nigeria. Denied that Respondent found a vessel going to Cotonou, Benin instead as if any thing less than bargained for occurred. On May 28, 2008, Respondent booked for the cargo to be shipped by GRIMALDI USA to Lagos, Nigeria. See Exhibits C-F. GRIMALDI USA refused to carry the cargo once it knew of the deteriorated condition of the used vehicles. As a consequence, Respondent contacted the only ocean carrier that would carry the cargo in such a condition, ABOU MERHI. ABOU MERHI, at the time, did not have a line to Nigeria. Hence, the closest port was Cotonou, Benin. DSW was informed of the situation and authorized and agreed for COMMONWEALTH to use ABOU MERHI. Admitted that DSW paid Respondent in full and that Respondent issued the Bills of Lading in Exhibit 1.

VII. Admitted that Respondent retained ABOU MERHI. Admitted that ABOU MERHI issued the Bills of Lading as Exhibit 2. Please see Answer I. In relation to DSW’s Certificate of Incorporation and Exhibit A.

VIII. Respondent admits that ABOU MERHI was the ocean carrier. Denies everything else as being either irrelevant or redundant.

IX. Respondent understands DSW’s annoyance and discomfort but denies the

dramatic literature that is present here. Respondent is not aware as to whether DSW's has insured the cargo, as all shippers know to do, and therefore denies that the loss was "a tremendous and irrecoverable blow" and that it would "have drastic and long-lasting unfavorable effects upon [DSW]'s business turnover." Respondent requires strict proof of thereof. Respondent vehemently denies that it did not assist, or try to assist DSW's in its quest for either the cargo or truth.

X. Admitted that the cargo was not found. Denied that COMMONWEALTH was no concerned and did not help.

XI. Denied. Loss of cargo is a foreseeable event that is not unheard of in particular in the international shipping area, nevertheless Respondent participated in the search because it was concerned for its customer and its own reputation.

XII. Respondent denies that the cargo was not loaded. If it turns out it was not loaded, this is ABOU MERHI's misrepresentation. Respondent always believed that the cargo was loaded but because of ABOU MERHI's behavior, it was not able to pinpoint the day and the vessel for the trip. COMMONWEALTH vehemently denies allegations of any criminal behaviors on its part.

XIII. COMMONWEALTH is without knowledge and refrain from speculating. Admitted that indeed the Bills of Lading indicate different vessels. However, this practice do occur since the ocean carrier can switch vessel at the last minute to accomodate the cargo as it sees fit. Besides, both vessels cover the same route, both leading to Nigeria.

XIV. Respondent believes the Doctrine of Res Ipsa Loquitor is unnecessary.

This is not even a torts case, but rather a contract case. One can also speculate that this case could also be akin to a strict liability case. Regardless, Res Ipsa Loquitor should not apply because the actors are known, the manner in which the cargo was lost is unknown, but the Bills of Ladings do indicate that control over the cargo was last held by ABOU MERHI.

XV. Respondent denies that DSW did not have the time frame to properly file suit in a proper forum (i.e. a federal or state court in Texas, or Florida). Respondent is not responsible for DSW's awaiting to react and sleeping on its rights. Assuming, that DSW is indeed barred from filing suit in a proper forum, the FMC is not an alternate proper forum for the resolution of this matter.

It is denied that COMMONWEALTH has breached its agreement with DSW. It is denied that the Claimant suffered damages. COMMONWEALTH shall in any event be or become liable for any loss or damage to or in connection with the transportation of Claimant's cargo in an amount exceeding \$500 per package or per customary freight unit, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. For COGSA damage limitation purposes, a "package" has been defined as "a class of cargo, irrespective of size, shape or weight, to which some packaging preparation for transportation has been made which facilitates handling, but which does not necessarily conceal or completely enclose the goods." Aluminios Pozuelo Ltd. v. S.S. Navigator, 407 F.2d 152, 155 (2d Cir. 1968). See also Hayes-Leger Associates, Inc. v. M/V Oriental Knight, 765 F.2d 1076 (11th Cir. 1985). "Customary freight unit" refers "to the unit upon which the charge for freight is computed, and not to the shipping unit." In re Isbrandtsen Co., 201 F.2d 281, 286 (2d Cir. 1953); Bumble Bee Seafoods v. S.S. Kiku Maru, 1978 AMC 1586 (D. Md. 1978). Like in this matter, items subject

to the package limitation were an automobile, Barth v. Atlantic Container Line, 597 F.Supp. 1254 (D. Md. 1984); tractors, Caterpillar, Inc. v. S.S. Enterprise, 725 F.Supp. 1255 (S. D. Ga. 1989); Caterpillar Americas Co.; and large machines, General Electric Co. v. M.V. "Nedlloyd Rouen", 618 F.Supp. 62 (S. D. N.Y. 1985), aff'd 817 F.2d 1022.

XVI. Respondent denies that it violated the Shipping Act in any way.

XVII. Denied that unlimited liability applies to the Respondents even if found liable. The cargo was shipped from the United States to a foreign country. COGSA applies to this case, and COGSA limits per statute, and has limited such liability to carriers to \$500 per package. Any change to this federal statute shall be through the United States Congress.

XVIII. Denied. Respondent denies that DSW has to request a special equity or relief. Even if DSW's allegations are true, it is not to be allowed to change the law nor the procedure to find a remedy. Besides, DSW has a default judgment pending against ABOU MERHI, and as such is not without remedy.

XIX. Respondent answers to each alleged injury and damage suffered by DSW and states:

(a) The purchase price of the 2004 Ford was not \$21,200.00 but a much lower amount since this vehicle was sold at auction by STATE FARM.

(b) The truck bed cover and other accessories were billed to and paid by DSW SPORTS & IMPORTS, not by Complainant DSW. See Exhibit 9b.

(c) Bonnie & Clyde CB & Stereo was billed to and paid by DSW SPORTS &

IMPORTS, not by Complainant DSW. See **Exhibit 9c**.

(d) The purchase price of that 2001 Honda was not \$16,900.00 but \$1,750.00.

See **Exhibit G**.

(e) The windshield for the 2001 Honda was billed to and paid for by PORT STORAGE of Jacksonville, Fla..**Exhibit 9e**.

(f) The trucking costs seem to have been paid for by DSW, but this invoice is challenged on the grounds that no D.F. Trucking Co. was found to exist. See **Exhibit 9f**.

(g) Storage was billed to and paid by DSW SPORTS & IMPORTS, not by Complainant DSW. See **Exhibit 9g**

(h) Prepaid shipping charges of \$3,200 are admitted. **COMMONWEALTH's Response to DSW's Request for Voluntary Production of Information, Answer #1.**

XX. Denied as to the amount. When goods are lost in their entirety rather than simply damaged, the court may accept the invoice price when the fair market value is uncertain. Terman Foods, Inc. v. Omega Lines, 707 F.2d 1225 (11th Cir. 1983). The shipper must prove both the sound and damaged values. Schoenbaum, Hornbook on Admiralty and Maritime Law §8-36 (West Group 3d ed. 2001, 2003 Supp.). The sound value may be proved by the declared value if it has been placed on the bill of lading and additional freight paid. United States v. Ocean Bulk Ships, Inc., 248 F.3d 331 (5th Cir. 2001).

Denied as to the \$7,500 sought in attorney' fees. Attorneys' fees and costs, which are not usually recoverable, may be awarded based on the bad faith of the defendant. Weinberger v. Kendrick, 698 F.2d 61, 80 (2d Cir. 1982) (there exists "an exceptional power to shift fees where

an action has been commenced or conducted in "bad faith, vexatiously, wantonly or for oppressive reasons," quoting F. D. Rich Co. v. United States ex rel. Industrial Lumber Co., 417 U.S. 116, 129 (1974)); Dow Chemical Pacific Ltd. v. Rascator Maritime S.A., 782 F.2d 329, 344 (2d Cir. 1986) (to uphold award of attorney's fees based on bad faith exception, appellate court must see "both "clear evidence" that the challenged actions "are entirely without color and [are taken] for reasons of harassment or delay or for other improper purposes," Weinberger v. Kendrick, 698 F.2d at 80 (quoting Nemeroff v. Abelson, 620 F.2d 339, 348 (2d Cir. 1980)), and 'a high degree of specificity in the factual findings of [the] lower courts.' Weinberger v. Kendrick, 698 F.2d at 80; see Browning Debenture Holders' Committee v. DASA Corp., 560 F.2d 1078, 1089 (2d Cir.1977).")

XXI. It is further denied that pre-judgment rate is appropriate. It is denied that post-judgement interest is appropriate, but if it is, then post-judgment interest should be awarded at the legal rate established by 28 U.S.C. §1961.

XXII. Respondent again states that the FMC should not have to handle this case which falls outside of its jurisdiction. In any case, expedition of this claim should not be at the detriment of Due Process of Respondent.

XXIII. Attached below and incorporated herein for all purposes are Exhibits in support of this Answer.

XXIV. To the extent not otherwise denied, and there are other allegations to the complaint, the same are denied.

LIST OF EXHIBITS

- Exhibit 1.** A two-page copy of the two Bills of Lading, issued by Respondent COMMONWEALTH SHIPPING, INC. to Complainant DSW INTERNATIONAL, INC., Shipper of the cargo, for two automobiles, involved herein, dated 06/16/2008.
- Exhibit 2.** A two-page copy of the two Bills of Lading, issued by Respondent ABOU MERHI LINES, SAL., Beirut – Lebanon, to Respondent COMMONWEALTH SHIPPING, INC., which is designated as Shipper, dated 06/06/2008.
- Exhibit 3.** A five-page copy that shows a list of Complainant DSW INTERNATIONAL, INC.'s board of the directors and its Certificate of Incorporation. Copied from public records, Texas Secretary of State's office.
- Exhibit 4.** One page profile of the Texas corporation known as COMMONWEALTH SHIPPING, INC.(Respondent herein), copied from public records, Texas Secretary of State's office.
- Exhibit 5.** A copy of the inquiry letter which Complainant DSW INTERNATIONAL, INC. wrote to Respondent ABOU MERHI LINES(USA) LLC.
- Exhibit 6.** A copy of information that provides Respondent ABOU MERHI LINES's email address.
- Exhibit 7.** A copy of the two page letter the Complainant's counsel wrote to Respondent ABOU MERHI LINES(USA), LLC.(OCC). The letter is dated November 7, 2008, and its purpose was for inquiry and demand for damages.
- Exhibit 8.** A copy of the one-page letter the Complainant's counsel wrote to Respondent COMMONWEALTH SHIPPING, INC.(OTI/NVOCC). This letter dated November 25, 2008, is a demand either to locate the two vehicles or to pay damages to the Complainant.

Exhibit 9. Thirteen(13) page copies of invoices and receipts showing the payments made by the Complainant.

- I. Sales Receipt/Bill of Sale for the truck, 2004 Ford Explorer #59703, \$21,200.00,
- II. Receipt for the truck bed cover and truck accessories, installations, \$1,300.00,
- III. Receipt for additional truck installations, including night vision camera, \$1,200.00,
- IV. Sales Receipt/Bill of Sale for the 2001 Honda Accord, #79154, \$16,900.00,
- V. Invoice for replacement of windshields on 2001 Honda Accord, \$200.00,
- VI. Invoice for trucking the two vehicles, Dallas, TX, to Jacksonville, FL, \$1,000.00,
- VII. Invoice for the two vehicles storage charges(four pages), \$1,284.30,
- VIII. Three cancelled checks DSW paid Commonwealth for ocean freight shipping charges. The shipping charges for the two automobiles herein were \$3,200.00.

Exhibit A. Complainant DSW INTERNATIONAL, INC., information from the Texas Secretary of State accessed April 2009 showing that Arinze Udegune is not a director. Copied from public records, Texas Secretary of State's office.

Exhibit B. COMMONWEALTH's FMC License No.: 020769N.

Exhibits C and D. GRIMALDI USA Booking Confirmation for the Honda Accord.

Exhibits E and F. GRIMALDI USA Booking Confirmation for the Ford Explorer.

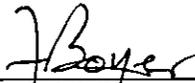
Exhibit G. Bill of Sale for the Honda Accord from STATE FARM at an auction in North Miami.

FIRST AFFIRMATIVE DEFENSE

The rights and liabilities of the parties are governed by the Carriage of Goods by Sea Act, 46 U.S.C. §30701, which applies to the shipment *ex proprio vigore*. Under Section 4(5) of the Act, the liability of the NVOCC and the OCC are limited to \$500 per package. The COMMONWEALTH bill of lading clearly lists the number "1" under the "Number of Packages" column on each of the two NVOCC bills of lading, copies of which are attached hereto as Exhibits "1" and "2."

WHEREFORE Respondent COMMONWEALTH SHIPPING, INC., prays that this Amended Complaint in this proceeding be dismissed.

SULLIVAN & COMPANY
---Maritime Attorneys---

By 
Francis M. Boyer
Florida Bar No. 55458
8777 San Jose Blvd. Suite 803
Jacksonville, Florida 32217
Tel. (904) 355-6000; Fax (904) 737-0920
Attorney for Respondent COMMONWEALTH
fmboyer@yahoo.com/rsullivan@fcsf.edu

CERTIFICATE OF SERVICE

I HEREBY certify that I have this day served the foregoing document upon all parties of record by U.S. mail, delivering a copy to each such person.

Dated at Jacksonville this 9th day of December, 2009.

SULLIVAN & COMPANY
---Maritime Attorneys---

By 
Francis M. Boyer
Florida Bar No. 55458
8777 San Jose Blvd. Suite 803
Jacksonville, Florida 32217
Tel. (904) 355-6000; Fax (904) 737-0920
Attorney for Respondent COMMONWEALTH
fmboyer@yahoo.com/rsullivan@fcsf.edu

Don B. Chae
3010 LBJ Freeway, Suite 750
Dallas, Texas 75234
Attorney for Claimant DSW INTERNATIONAL, INC.

Abou Merhi Lines
13453 North Main Street Suite 505-A
Jacksonville, Florida 32218
Respondent

Date 2/29/08
Time 8:37:39

COPART

Sales Receipt/Bill of Sale

THIS MOTOR VEHICLE IS NOT GUARANTEED

Fed Tax: 942867490

Seller STATE FARM MUTUAL AUTO INS CO Buyer DSW SPORTS & IMPORTS 163300
12850 NW 27TH AVE. 11180 HARRY HINES BLVD.#110
MIAMI, FL 33054 DALLAS, TX 75229

Phone# (305) 688-6400

Phone# (972) 488-1800

Vehicle 01 HOND ACCORD EX BLACK
Sale 2/26/08 # 7

Vin# 1HGCG16541A079154
Yard 33 FL - MIAMI NORTH

Charges and Payments:

1	2/28/08 SALE PRICE	1,500.00
2	2/28/08 BUYER FEE	185.00
3	2/28/08 VIRTUAL BID FEE	35.00
4	2/28/08 GATE	30.00
5	2/29/08 BUYER PAYMENT	1,750.00-

NET DUE (USD) .00

*From DSW
pls prepare receipt
this car
thanks
DSW*

* RECEIPT VALID THROUGH

3/07/08

RELEASED BY: _____

DATE _____

RELEASED TO: _____

RUNS AND DRIVES

EXHIBIT "F"

GRIMALDI LINE

Booking Confirmation

SHIPMENT/BOOKING NUMBER: 53-02969940

Used Small Van(859703
VIN:1FMZU67K44UB59703

FORD EXPLORER

2012

15/11x6/2x5/11

NOTES:

West Africa - RORO Prepaid freight terms only -- Cargo will be held at POL until freight is collected and export demurrage will be applied for cargo which does not load first available vessel due to outstanding payment. Presentation of ACL ORIGINAL Bill of Lading at destination is required for release of cargo.

- customers that do not file customs/census documents via AES and present a hard copy of the Shippers Export Declaration (S.E.D.) for the line to file will be assessed a fee of \$100. handling fee
- ALL Units +3.5 Tons (Trucks, Busses, Tractors, Roadbuilding...) MUST be self-propelled and enter the terminal on their own power.
- Hauliers should be well informed that it is forbidden to discharge not-self-propelled units by pulling or pushing them by means of other vehicles. Obstructions on this regulation will be addressed to shippers.
- once the vehicle is parked on the compound; ignition and all electrical devices consuming power (lights, radio, CD player, ...) must be switched off.

ACL SHALL IN NO CIRCUMSTANCES BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED BY DELAY.

THE SHIPPER IS RESPONSIBLE FOR PROTECTING THEIR CARGO AGAINST INCLEMENT WEATHER CONDITIONS AT THE TERMINAL AND OR WHILE IN ACL'S POSSESSION.

BOOKING IS UNDERTAKEN SUBJECT TO THE TERMS AND CONDITIONS OF ATLANTIC CONTAINER LINES' OCEAN BILL OF LADING. A COPY IS AVAILABLE UPON REQUEST ONLY.

LAGOS, NIGERIA- all vehicles must be delivered to terminal empty/free of effects or cargo.

ALL shipments to Nigeria must be covered by an M-form, to be obtained and filled out by the importer in Nigeria. The Form M number must be submitted on the shipping instructions for inclusion on the bill of lading and manifest.

Cars/Trucks /Vans: Are restricted to a Eight (8) year age limitation for Import into Nigeria for passenger vehicles with 9 or less occupants including driver. The determination of the automobile's age will be based on the vehicle's manufacturer's date, taking into account the Month, Day and Year. Based on the above conditions, as set forth by the Nigerian Customs Authorities, ACL's position is not to accept automobiles registered later than 1 January 1997. To conform with Nigerian regulations, ACL requires the CRI number and copies of the packing list and vehicle titles be submitted with your shipping instructions. Failure to provide this information will delay the return of your Bill of Lading and could result in a delay in the ultimate delivery of your freight. ACL does not permit any freight/cargo



Booking Confirmation

Atlantic Container Line
272 Bendix Road
Suite 300
Virginia Beach

ATTENTION: VICTOR ONYEUJO		PHONE: 12143737177	E-MAIL: edcs@commonwealthtrav.com			
COMPANY: COMMON WEALTH TRAVEL AND		FAX: 12143737772				
SHIPPER REFERENCE NUMBER:		SHIPMENT/BOOKING #: 83-02369940				
FORWARDER REFERENCE NUMBER:		ALT SHIPMENT #:				
ISSUED BY: Becky Coore		DATE: 04/28/2008 23:01	E-MAIL: BCoore@acfcargo.com			
LOCATION: Virginia Beach		PHONE: 8888604013	FAX: 8882259800			
SHIPPER REF #:		REF #:				
COMMON WEALTH TRAVEL AND SHIPPING 9560 SKILLMAN ROAD SUITE 100						
DALLAS TX75243, U.S.A.						
REF #:		REF #:				
		The details of this booking confirmation was entered based on Customer furnished details.				
		QUOTE #:				
VESSEL: REPUBBLICA DI ROMA		VOYAGE: RDR0408	MOVE TYPE: Port / Port			
CARRIER: Industria Armamento Meridionale S.p.A.						
PORT OF LOAD: Jacksonville Port ETD 05/28/2008						
PORT OF DISCHARGE: Lagos - Tin Can Island ETA 06/19/2008						
RATES AND CHARGES OK						
Qty	Size/Type	Commodity	Pcs/Pkg Type	Booked Weight (Kgs)	L x W x H (Mts)	
1	Used Small Van(s)	Small Van	1/	2012	4.84x1.87x1.81	
Charge Description		Curr.	Rate	Rate Basis	Factor	Amount
Basic Frt.		USD	1,100.00	Per Unit	1	1,100.00
MDR		USD	20.00	Per Unit	1	20.00
Port Receiving		USD	80.00	Per Unit	1	80.00
TOTAL PER CURRENCY:						
USD	1,200.00			USD	1,200.00	
Following vehicles to be delivered at JACKSONVILLE FL / CERES TERM 9901 BLOUNT ISLAND BLVD					<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 0 auto;"> 1955 </div>	
Equip Type	Chassis #	Make/Model	Weight (kgs)	Dimensions (L x W x H)		

EXHIBIT "D"

CRIMALDI LINES

Booking Confirmation

SHIPMENT/DOCKING NUMBER: S3-02369943

Used Car(s)	079154	HONDA ACCORD	1270	15/3x5/7x4/8
VIN:	LHGCG16541A079154			

NOTES:

West Africa - RORO Prepaid freight terms only -- Cargo will be held at POL until freight is collected and export demurrage will be applied for cargo which does not load first available vessel due to outstanding payment. Presentation of ACL ORIGINAL Bill of Lading at destination is required for release of cargo.

- customers that do not file customs/census documents via AES and present a hard copy of the Shippers Export Declaration (S.E.D.) for the line to file will be assessed a fee of \$100. handling fee
- ALL Units +3.5 Tons (Trucks, Busses, Tractors, Roadbuilding...) MUST be self-propelled and enter the terminal on their own power.
- Hauliers should be well informed that it is forbidden to discharge not-self-propelled units by pulling or pushing them by means of other vehicles. Obstructions on this regulation will be addressed to shippers.
- once the vehicle is parked on the compound: ignition and all electronical devices consuming power (lights, radio, CD player, ...) must be switched off.

ACL SHALL IN NO CIRCUMSTANCES BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE CAUSED BY DELAY.

THE SHIPPER IS RESPONSIBLE FOR PROTECTING THEIR CARGO AGAINST INCLEMENT WEATHER CONDITIONS AT THE TERMINAL AND OR WHILE IN ACL'S POSSESSION.

BOOKING IS UNDERTAKEN SUBJECT TO THE TERMS AND CONDITIONS OF ATLANTIC CONTAINER LINES' OCEAN BILL OF LADING. A COPY IS AVAILABLE UPON REQUEST ONLY.

LAGOS, NIGERIA- all vehicles must be delivered to terminal empty/free of effects or cargo.

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ROLLABLE CARGO:

USA - All rollable cargo is to be presented for shipment cleaned, with no dirt or residue visible according to USDA requirements.

Should cargo be inspected by USDA and found to have residue, the costs for additional cleaning etc. will be for the account of shipper and/or consignee.

All Cars must be delivered accompanied by a legible copy of the vehicle logbook that clearly



Atlantic Container Line
272 Bendix Road
Suite 300
Virginia Beach

Booking Confirmation

ATTENTION: VICTOR ONYEUJO		PHONE: 12143737177	E-MAIL: vnies@commonwealthglobal.com
COMPANY: COMMON WEALTH TRAVEL AND		FAX: 12143737772	
SHIPPER REFERENCE NUMBER:	SHIPMENT/BOOKING #: S3-02369943		
FORWARDER REFERENCE NUMBER:	ALT SHIPMENT #:		
ISSUED BY: Becky Coore	DATE: 04/28/2008 23:02	E-MAIL: BCoore@accargo.com	
LOCATION: Virginia Beach	PHONE: 8888604013	FAX: 6882259800	
SHIPPER REF #:		REF #:	
COMMON WEALTH TRAVEL AND SHIPPING 9560 SKILLMAN ROAD SUITE 100			
DALLAS TX75243. U.S.A.			
REF #:		REF #:	
		The details of this booking confirmation was entered based on Customer furnished details.	
		QUOTE #:	

VESSEL: REPUBBLICA DI ROMA VOYAGE: RDR0408 MOVE TYPE: Port / Port
 CARRIER: Industria Armamento Meridionale S.p.A.
 PORT OF LOAD: Jacksonville Port ETD 05/28/2008
 PORT OF DISCHARGE: Lagos - Tin Can Island ETA 06/19/2008

Qty	Size/Type	Commodity	Pcs/Pkg Type	Booked Weight (Kgs)	L x W x H (Mts)	
1	Used Car(s)	Car	1/	1270	4.64x1.7x1.42	
	Charge Description	Curr.	Rate	Rate Basis	Factor	Amount
	Basic Frt.	USD	1,045.00	Per Unit	1	1,045.00
	MDR	USD	20.00	Per Unit	1	20.00
	Port Receiving	USD	80.00	Per Unit	1	80.00

TOTAL PER CURRENCY:
 USD 1,145.00 USD 1,145.00

Following vehicles to be delivered at
 JACKSONVILLE FL / CERES TERM
 9901 BLOUNT ISLAND BLVD

1900

Equip Type	Chassis #	Make/Model	Weight (kgs)	Dimensions (L x W x H)
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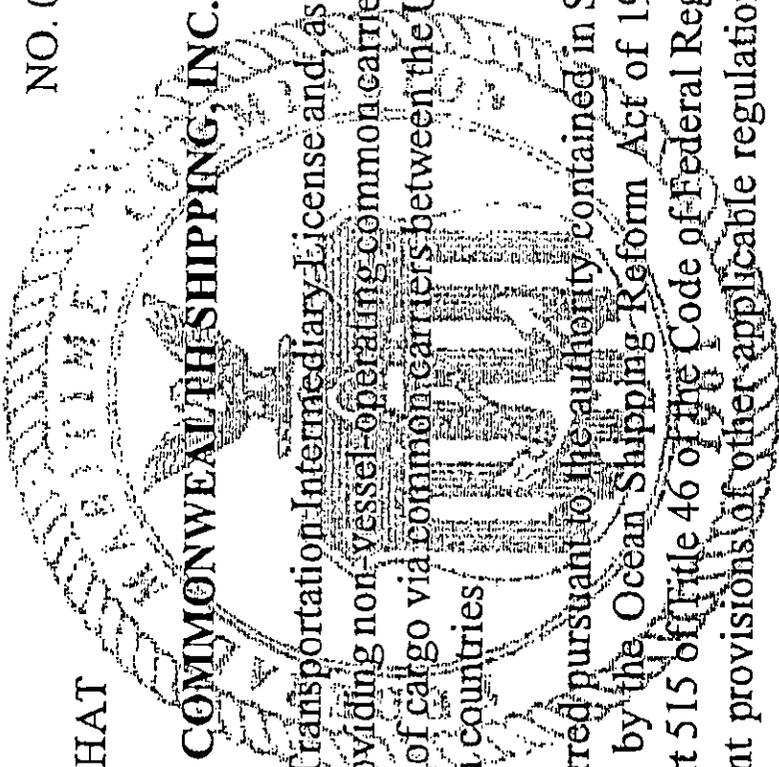
Federal Maritime Commission

Washington, D.C. 20573-0001

OCEAN TRANSPORTATION INTERMEDIARY LICENSE NON-VESSEL-OPERATING COMMON CARRIER

NO. 020769N

THIS IS TO CERTIFY THAT



is the holder of an Ocean Transportation Intermediary License and, as such, is duly authorized to carry on the business of providing non-vessel-operating common carrier services for the provision of transportation by water of cargo via common carriers between the United States, its territories or possessions and foreign countries

This license is conferred pursuant to the authority contained in Section 19 of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and is subject to the provisions of said Act, Part 515 of title 46 of the Code of Federal Regulations as it is or may be amended, and the pertinent provisions of other applicable regulations promulgated under the foregoing Act.

By authority of the Federal Maritime Commission

Sandra L. Kusumita
 Director, Bureau of Certification and Licensing

Effective: MAY - 7 2007

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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800335808 **Entity Type:** Domestic For-Profit Corporation

Original Date of Filing: April 28, 2004 **Entity Status:** In existence

Formation Date: N/A

Tax ID: 32014927530 **FEIN:**

Duration: Perpetual

Name: DSW International, Inc.

Address: 11180 HARRY HINES BLVD STE 10
 DALLAS, TX 752294603 USA

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
Last Update	Name	Title	Address		
March 14, 2008	CHIOMA UNEGBUNE	Director	3505 RD PLANO, TX 75025 USA		
March 14, 2008	ADAIRE ENEGBUME	Director	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		
March 14, 2008	TYNA EYER UNEBBUME	Director	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		
March 14, 2008	TYNA EYER UNEBBUME	PRESIDENT	3136 SMOKEFORD LN GRAND PRAIRIE, TX 75052 USA		

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