

ORIGINAL



FEDERAL MARITIME COMMISSION
WASHINGTON, D.C.

FORMAL DOCKET NO. 1898(F)

AMENDED COMPLAINT

REQUEST FOR FORMAL ADJUDICATION OF CLAIM UNDER THE SHIPPING ACT

COMPLAINANT: DSW INTERNATIONAL, INC., Shipper and Owner of Cargo
A Texas Corporation, Arinze Udegbune, President,
11180 Harry Hines Blvd., Suite 110, Dallas, Texas 75229, USA,

RESPONDENTS: (1) COMMONWEALTH SHIPPING, INC., OTI/NVOCC
Victor K. ONYEUJO, President,
9560 Skillman Road, Suite 100, Dallas, Texas 75243, USA,

(2) ABOU MERHI LINES, LLC., VOCC
13453 N. Main Street, Suite 505, Jacksonville, Florida 32218, USA or
7939 Honeygo Blvd., Baltimore, Maryland _____, USA,

AMENDED COMPLAINT

I. The Complainant herein is DSW INTERNATIONAL, INC. (hereinafter "the Complainant" or "DSW"), a Texas corporation, duly organized and existing under the laws of the state of Texas. The Complainant's principal place of business and its mailing address is 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229. The Complainant is the shipper and owner of the cargo, i.e., two used motor vehicles, which the Complainant wanted to have transported overseas to Nigeria. The undersigned affiant, Arinze Udegbune, is a director and the president of said DSW INTERNATIONAL, INC. Said Arinze Udegbune makes and files this sworn statement on behalf of and in the capacity of the president of said DSW International, Inc., as well as in his individual capacity, for the purpose of filing this AMENDED COMPLAINT.

The Complainant did file its Request for Informal Adjudication of Small Claim on March 31, 2009, but it was converted to a Formal Adjudication under Subpart T by motion of a Respondent. The Complainant files this AMENDED COMPLAINT with the Federal Maritime Commission (hereinafter "the Commission"), requesting a formal adjudication of the claim under the Shipping Act.

II. The two liable parties (hereinafter "Respondents") against whom the Complainant files

this Complaint are Commonwealth Shipping, Inc., an OTI/NVOCC, (hereinafter "Commonwealth") and Abou Merhi Lines, LLC., an VOCC(hereinafter " Abou Merhi"). More specifically, the two Respondents are:

- (a) COMMONWEALTH SHIPPING, INC., an OTI and/or NVOCC. At the time of the shipping contract, Commonwealth represented itself as a freight forwarder with the Federal Maritime Commission License Number of 019202. The mailing address of Commonwealth was 9560 Skillman Road, Suite 100, Dallas, Texas 75243, and
- (b) ABOU MERHI LINES(USA), LLC, an OCC, whose mailing address is 13453 N. Main Street, Suite 505, Jacksonville, FL 32218. Abou Merhi had a previous address of 7939 Honeygo Blvd., Baltimore, Maryland (zip code illegible on the Bill of Lading), USA.

III. The Complainant and the Respondents made and entered into an ocean shipping contract for international ocean transportation of the Complainant's cargo. Thereafter, in the course of the international ocean shipping and transportation, Respondents violated provisions of the Shipping Act of 1984 as modified by the Ocean Shipping Reform Act of 1998 (hereafter "the Shipping Act"). The Complainant files this Amended Complaint, respectfully requesting that the Commission award reparations to the Complainant and order the Respondents to pay such damages to the Complainant. The dispute under this Amended Complaint is a matter over which the Commission has the power to exercise jurisdiction per the provisions of the Shipping Act.

IV. The Complainant respectfully requests that the Commission investigate this matter of the Respondents' violation of the Shipping Act, including all of the Respondents' negligence and breach of contract. The Complainant requests that the Commission find the Respondents violated the provisions of the Shipping Act and that as a direct and proximate result of their violations thereof the Complainant sustained an actual damage in the amount of \$46,284.30. The Complainant respectfully requests that the Commission order the Respondents to pay, jointly and severally, to the Complainant reparations in the amounts of **\$46,284.30**. Additionally, per the provision of the Shipping Act, the Respondents should be ordered to pay pre-judgment and post-judgment interest at the maxim commercial rate allowed by law. Additionally, the Complainant requests that the Respondents ordered to pay reasonable and necessary attorneys fees in the amount of **\$7,500.00**, and for all costs and expenses the Complainant has expended to prosecute this Complaint.

V. The factual details of the Complaint are as follows.

The Complainant is an exporter to foreign countries of used motor vehicles. During the months of March to June, 2008, the Complainant retained Commonwealth as an international freight forwarding agent(or OTI or NVOCC) to have the Complainant's two units of used automobiles shipped to Nigeria. The two motor vehicles were:

- (a) Used 2004 Ford Explorer 4-Door Sports Truck, VIN 1FMZU67K44UB59703, and
- (b) Used 2001 Honda Accord Passenger car, VIN 1HGCG16541A079154.

VI. The Complainant instructed Commonwealth to find a reliable, experienced, and reputable ocean carrier to transport the two motor vehicles to Nigeria. The Consignee designated was UDEMBA ELECTRONICS COY LTD of 133 Idewu Industrial, Olodi-Apapa, Lagos, Nigeria. Commonwealth was unable to find an ocean common carrier that was bound for Nigeria, but instead it found an ocean transportation ship that was to arrive at the port of COTONOU, BENIN. The Complainant gave a go-ahead to Commonwealth to utilize the ship, agreeing that the foreign port of unloading was to be COTONOU. Of course, the Complainant did pay all shipping charges and other fees under the tariff for the transportation of these two used motor vehicles. Attached hereto as Exhibit 1 and incorporated herein for all purposes is a two page copy of the Bills of Lading issued by Commonwealth to the Complainant to indicate the transaction.

VII. Commonwealth did subsequently retain a VOCC, ABOU MERHI LINES, SAL, which was located at 13453 N. Main Street, Suite 505, Jacksonville, FL 32218. Said Abou Merhi also issued two Bills of Lading, one each for each of the two vehicles, to Commonwealth of 9560 Skillman Road, Suite 100, Dallas, TX 75243. The Place and Date of Issue of said Bills of Lading were "Baltimore MD, 06-06-2008, by ABOU MERHI LINES(USA) LLC, 7939 HONEYGO BOULEVARD, BALTIMORE, MARYLAND [Zip Code Illegible]." The copies of these Bills of Lading are attached hereto as Exhibit 2 and incorporated herein for all purposes. Also please see Exhibit 3, Certificate of Incorporation of DSW International, Inc. with a list of its directors, and Exhibit 4, a profile of Commonwealth Shipping, Inc. a Texas corporation, both attached hereto and incorporated herein for all purposes.

VIII. The ocean transportation ship operated by Abou Merhi seems to have departed the port of Jacksonville in the early part of June 2008. The ocean transportation from Jacksonville to Cotonou should not take more than a month. Other than the afore-mentioned bills of lading, the Complainant was kept in the dark and had no information about the loading or unloading of the freight, or about the transportation of the two automobiles. By mid-August 2008, more than two months had passed, but the Consignee in Lagos, Nigeria, failed to receive a Telex Release from Abou Merhi, the ocean common carrier, or from Commonwealth, the OTI. The Complainant made inquiries after inquiries, and eventually the Complainant (the Shipper and Owner of the cargo) was told by Commonwealth that Abou Merhi had stated the two motor vehicles were located nowhere, i.e., the two motor vehicles were lost in transit to Cotonou and their whereabouts could not be located.

IX. It was like a thunder in the blue sky. The Complainant was frustrated and flabbergasted, furious and outraged. It was an extreme, egregious, and outrageous case of irresponsibility. The Complainant is a merchant honorable and reputable. The loss of the two vehicles was a tremendous and irrecoverable blow to the Complainant company and it would have drastic and long-lasting unfavorable effects upon the Complainant's business turnover. And this untenable situation has lasted a long, long time, and the situation has not been ameliorated until this time. The Complainant turned over the two automobiles and their motor vehicle titles to the Respondents in the early part of June, 2008, in order to have them shipped to Cotonou, Benin. The Complainant has not seen the two automobiles ever again since that time. To make the situation more unbearable and outrageous, the Complainant has received no responsible assistance or

diligent cooperation from the Respondents in the Complainant's exhaustive efforts to locate the two automobiles.

X. The Complainant made numerous and repeated requests, demanding that the two Respondents locate and find the two automobiles at the earliest possible moment. Please see Exhibit 5, an undated letter written by the Complainant to Abou Merhi, demanding that Abou Merhi make an effort to recover the lost vehicle, attached hereto and incorporated herein for all purposes. A copy of an email, in which Abou Merhi disclosed its email address and mailing address to Commonwealth, is attached hereto as Exhibit 6 and incorporated herein for all purposes. But the Respondents continually failed to locate or find the two automobiles. The Respondents have absolutely refused to even to talk to or communicate with the Complainant. Despite the Complainant's numerous and repeated demands to the two Respondents, they refused to cooperate and failed to make any meaningful effort to locate the lost automobiles.

XI. Because of the Respondents' refusal to communicate and/or cooperate with the Complainant, it has been impossible for the Complainant to obtain any relief. At this point, that is, more than a year after the loss of the two automobiles, the Complainant was forced to retain a lawyer to pressure the Respondents to find the two automobiles and/or to prosecute the claim for the loss of the motor vehicles. When the lawyer communicated with the Respondents beginning in November 2008, the Respondents failed to respond to the lawyer retained by the Complainant. Please see Exhibit 7, the attorneys letter to Abou Merhi dated November 7, 2008, and Exhibit 8, the attorney's letter to Commonwealth dated November 25, 2008, both attached hereto and incorporated herein for all purposes. The attorney received no response from either of the two Respondents.

XII. Under the facts described hereabove in Paragraphs VIII, IX, X, and XI, the Complainant has now almost come to conclude that it was probable the Respondents did never load or carry the two automobiles aboard any ocean carrier. It was likely the two Respondents, or either one of them, may never have loaded the two automobiles on board an ocean carrier, or may have disposed of the two automobiles by illegally selling them off to some criminal elements before loading them on board. In other words, it was probable the Respondents, or either one of them, intentionally failed to load the two automobiles aboard an ocean ship, or intentionally failed to transport them to the port of Cotonou, or intentionally failed to unload the two automobiles from the ship when the ship arrived at the port of destination. Or for that matter, the Complainant has no idea about how, why, where, and when the Respondents lost the two motor vehicles herein.

XIII. One of the reasons why the Complainant does entertain such suspicion is because the two sets of the Bills of Lading, one issued by Commonwealth and the other issued by Abou Merhi, do list different names of the ocean vessel that supposedly transported the two automobiles to Cotonou. The Commonwealth bills of lading state the name of the exporting carrier was SEA AHMED, VOY 806, and the Abou Merhi bills of lading state the ocean vessel was SUNBELT DIXIE. Please see Exhibit 1 and Exhibit 2, *supra*. It was possible neither ocean vessel ever transported the two automobiles to Cotonou, Benin. It was also possible the two automobiles were never unloaded from either of the two named ocean vessels at Cotonou.

XIV. The Complainant respectfully invokes the doctrine of *Res Ipsa Loquitur*. The Complainant asserts that the two automobiles were effectively under exclusive possession and control of the Respondents, the Complainant having no access nor control over the two automobiles. The Complainant asserts that in such an event, "the thing speaks for itself"; that is, if a tort is committed under such circumstance, the party that had exclusive and absolute control over the thing should be held liable without the tort victim's burden of producing the evidence that the tortfeasor committed the tortious act. No legal reason seems to bar the doctrine of *Res Ipsa Loquitur* in Commission proceedings. The Complainant herein respectfully requests that the Commission approve and adopt the doctrine of *Res Ipsa Loquitur* in this case and hold the Respondents liable for the loss of the Complainant's cargo.

XV. By the time this Amended Complaint is filed, much more than one year has elapsed since the time of the Respondents' alleged loading and the ocean transportation of the two motor vehicles. Now, there is no other alternative the Complainant can take with the Respondents. The Complainant does hereby file this Amended Complaint, requesting that the Commission exercise its regulatory, investigative, and adjudicative jurisdiction in this matter and make a formal adjudication of this claim under the Shipping Act.

XVI. Under the Shipping Act and under many of the Commission's regulatory provisions, the OTI's, NVOCC's, and OCC's all have a duty to faithfully perform the contractual terms and conditions of the tariffs and the shipping agreements. The Respondents are required to file with the Commission all such agreements, and the Commission is the regulatory agency overseeing the OTI's, NVOCC's, and OCC's compliance. An OTI is required to establish and observe reasonable practices with respect to delivery and handling of the shippers' cargo. The OTI/NVOCC and the OCC owes a duty of faithful performance of the shipping contract and are to be held liable for the breach of any contractual terms arising from its transportation-related activities.

XVII. At common law, out of which the Shipping Act has developed, a common carrier was an insurer with unlimited liability. It is a commendable tradition in Anglo-American maritime law, and the ocean common carrier should be encouraged to follow such honorable tradition. This Amended Complaint complains of the Respondents' violations of the Shipping Act. As a common carrier Abou Merhi violated Section 10(b)(3) of the Shipping Act, which prohibits the common carrier from "retaliat[ing] against any shipper by refusing, or threaten[ing] to refuse, cargo space accommodations when available, or resort to other unfair or unjustly discriminatory methods,... for any other reason." Abou Merhi also violated Section 10(b)(4)(D) that provides, "No common carrier, either alone or in conjunction with any other person, directly or indirectly, may...engage in any unfair or unjustly discrimina-tory practice in the matter of...the loading and landing of freight, or the adjustment and settlement of claims." Abou Merhi further violated Section 10(b)(10) of the Shipping Act, under which an OCC is specifically prohibited from "unreasonably refus[ing] to deal or negotiate" with the shipper. The Respondents additionally violated Section 10(d)(1) of the Shipping Act, which provides "No common carrier, ocean transportation intermediary, or marine terminal operator may fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property."

XVIII. If the Complainant's two motor vehicles have indeed been lost in transit and/or lost even before they were getting loaded, and if the Respondents are unable to locate them within a reasonable period of time while the Commission investigates the case, the Complainant has no other alternative but to request: (1) that the Administrative Law Judge and the Commission make a finding that the two Respondents are jointly and severally liable to the Complainant for the loss of the two automobiles due to their violations of the provisions of the Shipping Act, and (2) further that as a direct and proximate result thereof the Complainant suffered a serious and tremendous injury. The Complainant further prays (3) that the Administrative Law Judge and the Commission order the two Respondents pay, jointly and severally, reparations and damages to the Complainant for such injury, liability, and damage.

XIX. The following is a list of the injury and damage, that are currently ascertainable and the proof available, which the Complainant does demand that the Respondents pay jointly and severally to the Complainant.

- a. The purchase price of Automobile #One, 2004 Ford Explorer 4-Door Sports Truck, VIN 1FMZU67K44UB59703, was \$21,200.00,
- b. After the purchase of the truck, a truck bed cover and additional truck accessories installed by Auto Interiors of Dallas on 1/30/2008, at the costs of \$1,300.00,
- c. Additional installations such as a night vision camera added by Bonnie & Clyde CB & Stereo on 1/31/2008, at the costs of \$1,200.00,
- d. The purchase price of Automobile #Two, 2001 Honda Accord Passenger Car, V6 Leather, sunroof, all power, and full option added, VIN 1HGCG16541A079154, was \$16,900.00,
- e. The costs of replacing the windshield on the Honda Accord car was \$200.00,
- f. Trucking the two vehicles from Dallas, Texas, to Jacksonville, Florida, was \$1,000.00,
- g. The storage charges for the two vehicles in Jacksonville were \$1,284.30, and
- h. Prepaid Shipping Charges, \$3,200.00.

The above receipts are attached hereto as Exhibit 9 and incorporated herein for all purposes.

XX. The total amount of the damage the Complainant sustained is \$46,284.30, which amount the Complainant demands from the two Respondents, jointly and severally, for reparations and damages. Additionally, the Complainant has agreed to pay reasonable and necessary attorneys fees, and did pay a part thereof, to Chae and Associates, PC, located at 2828 Forest Lane Suite 1107, Dallas, TX 75234, for the legal services the law firm has rendered to prosecute the legitimate claims of the Complainant. The necessary and reasonable attorneys fees in this case are \$7,500.00, which the Complainant does request the Administrative Law Judge and the Commission to order the Respondents to pay to the Complainant on a joint and several basis.

XXI. Additionally, the Complainant requests that pre-judgment and post-judgment interest on the total amount of the damages and the attorneys fees at the commercial rates compounded from the date the cause of action arose to the date of the payment of the judgment be paid as per Section 11(g) of the Shipping Act. The Complainant further requests that the Administrative Law Judge and the Commission order the Respondents to pay to the Complainant any and all costs and expenses which the Complainant has expended in the course of prosecuting the claim.

XXII. After the elapse of more than a year since the Respondents undertook the shipment of the two motor vehicles under an international shipping contract, the Complainant does believe time is of the essence in the adjudication of this matter. The Complainant does respectfully request that the Commission expedite the investigation and fact-finding in this matter and complete adjudication of the entire matter within a reasonable period of time. The Complainant hereby authorizes and requests the Commission and the Administrative Law Judge to determine the above-said claim pursuant to the formal procedure outlined in Subpart T(46 CFR 502.301-502.305).

XXIII. Attached hereto and incorporated herein for all purposes are **Exhibits**, which are copies of the bills of lading, copies of correspondence, copies of the receipts, or other evidentiary documents in support of the claim.

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

The County of Dallas *

THIS IS TO CERTIFY that on this day the above-said Complainant personally appeared before me, the undersigned authority, and, being first duly sworn by me upon his oath deposed and stated that he has knowingly and voluntarily made the above statement, that all the facts set forth therein are true and correct and are within his personal knowledge, that the facts stated therein upon information received from others the Complainant believes to be true and correct, and that he signed the above statement in his capacity as the president and representative of DSW International, Inc. as well as in his individual capacity.

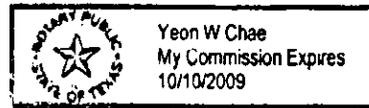
[Handwritten Signature]

/s/ Arinze Udegbune, Claimant

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public in and for the State of Texas, County of Dallas, on this 2nd day of October, 2009.

[Handwritten Signature]

/s/ Notary Public, in and for the State of Texas



CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2009, a true and correct copy of the Complainant's Proposed Findings of Fact has been served upon Francis Boyer, Commonwealth's attorney of record, by means of electronic transmission, and upon Abou Merhi Lines, LLC. at 13453 N. Main Street Suite 505, Jacksonville, FL 32218, by United States mail.



Don B. Chae

EX. 20

BILL OF LADING

PAGE 2

SHIPPER
COMMONWEALTH SHIPPING INC.
9560 SKILLMAN ST., SUITE 100
75243 DALLAS

Freight Forwarder
FMC

CONSIGNEE (If "Owner" means primary party and applies, Carrier may be responsible for damage to goods)
UDEMBA ELECTRONICS COY LTD.
133 IDEWU INDUSTRIAL
OLODI APAPA, LAGOS, NIGERIA

B/L-No.
Ref.-No. CTU0797
217/3013816
813CJC



"IN TRANSIT TO NIGER"
Notify address (only if not stated above, otherwise leave blank)
SAME AS CONSIGNEE

ABOU MERHI LINES sal

Beirut - Lebanon

Telephone: +961-1-99 96 11
Telefax: +961-1-99 96 12

PLACE OF RECEIPT BY PRE-CARRIER

OCEAN VESSEL: SUNBELT DIXIE
PORT OF LOADING: JACKSONVILLE
PORT OF DISCHARGE: COTONOU
PLACE OF DELIVERY BY ON-CARRIER

MARKS AND Nos.	No. of Units	KIND OF PACKAGES, DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
VIN: FMZU67K44UB59703	1	SECOND HAND MOTOR VEHICLE 2004 FORD EXPLORER AES ITN X20080527043537	2.012 KG	579.20 CuFT 16.40 CBM

pd 7/7/08 alt 1517

Free out Freight payable at JACKSONVILLE

The carrier is not responsible or in any way liable for the conditions of the outer as well as the inner parts of the vehicle(s) including all mechanical/electrical parts and furthermore declines any responsibility for any damage which may occur during loading/unloading operations on account of the malfunctioning of the vehicle(s).
Vessel not responsible for accessories and/or other goods left inside vehicle for any interior damage to upholstery fittings or accessories.
Carrier not responsible for scratches, dents and alleged missing items.

The carrier is entitled to apply the full tariff in event of misdeclaration of cargo

The goods hereby acknowledged are unprotected and all the carrier's rights and immunities in the event of loss or damage by reason of that in fact are hereby expressly reserved.

Non-Negotiable

ABOVE PARTICULARS DECLARED BY SHIPPER

GOODS SHIPPED onboard the Vessel in apparent good order and condition, weight, measure, marks & numbers, quality, contents and value unknown unless specified herein, for carriage to the port of destination or so near thereto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid port to Consignees or their Assigns. Freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading — unless prepaid — to be paid by Consignees or their Assigns. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.
One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS where of the Master of the said Vessel has signed...
Bills of Lading all of this tenor and date, one of which being accomplished, the others to stand void.

THE STOWING OF UNMANNIFESTED GOODS INSIDE VEHICLES IS PROHIBITED BY THE AUTHORITIES AT THE PORT OF DISCHARGE, AND ARE LIABLE TO FORFEITURE BY CUSTOMS, IN THE EVENT OF A BREACH OF THIS RULE ANY FINES LEVIED AGAINST THE CARRIER ARE FOR THE ACCOUNT OF THE MERCHANT, NOR WILL THE CARRIER ACCEPT ANY LIABILITY IN RESPECT OF THEM.

SHIPPER'S DECLARE THAT LINE, SHIP, SHIPPING COMPANY AND THEIR AGENTS ARE NOT RESPONSIBLE FOR FINES, PENALTIES AND/OR ANY OTHER CONSEQUENCES THAT MAY RESULT FROM ERRONEOUSLY SHIPPING AND OVERPAID VEHICLE.

AGREEMENT - IF CARGO HAS NOT BEEN COLLECTED WITHIN 30 DAYS AFTER DATE OF ISSUE OF THIS B/L, WE ARE AUTHORIZED PUT CARGO FORSALE TO COVER OUR EXPENSES IN RESPECT OF FREIGHT, CHARGES AND DEMURRAGE!

FREIGHT PAYABLE CARGO LOST OR NOT LOST.
* Applicable only when document used as Through Bill of Lading

Freight payable at BALTIMORE, MD Number of Original Bills	Place and Date of Issue BALTIMORE, MD 06-06-2008 Signature
3/THREE	ABOU MERHI LINES (USA) LLC 7939 HONEYGO BOULEVARD BALTIMORE, MD 21286

Ex. 26

SHIPPER
 COMMONWEALTH SHIPPING INC.
 9560 SKILLMAN ST., SUITE 100
 75243 DALLAS

CONSIGNEE (P.O. must state where they are and address. Carrier not responsible for failure to deliver)
 UDEMBA ELECTRONICS COY LTD.
 133 IDEWU INDUSTRIAL
 OLODI APAPA, LAGOS, NIGERIA
 IN TRANSIT TO NIGER
 NOTIFY ADDRESS ONLY IF NOT STATE ABOVE, OTHERWISE LEAVE BLANK

SAME AS CONSIGNEE

PLACE OF RECEIPT BY PRE-CARRIER*

OCEAN VESSEL 413 **PORT OF LOADING**
 SUNBELT DIXIE JACKSONVILLE

PORT OF DISCHARGE PLACE OF DELIVERY BY ON-CARRIER
 COTONOU

BILL OF LADING PAGE 2

Freight Forwarder

FMC

BL-No. CTU0796
 Ref-No. 2173013623
 813GJC

ABOU MERHI LINES sal
 Beirut - Lebanon

Telephone: +961-1-99 96 11
 Telefax: +961-1-99 96 12

MARKS AND NOS.	NO. OF UNITS	KIND OF PACKAGES, DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
VIN: HGCG16541A079154	1	SECOND HAND MOTOR VEHICLE 2001 HONDA ACCORD LX AES ITN X2008052073296	1.388 KG	431,00 CuFT 12,20 CBM

Free out Freight payable at JACKSONVILLE

The carrier is not responsible in any way liable for the conditions of the outer as well as the inner parts of the vehicle(s) including all mechanical/electrical parts and furthermore declines any responsibility for any damage which may occur during loading/unloading operations on account of the malfunctioning of the vehicle(s).
 Vessel not responsible for accessories and/or other goods left inside vehicle(s) nor any interior damage to upholstery fittings or accessories.
 Carrier not responsible for scratches, dents and alleged missing items.

The carrier is entitled to apply the full tariff in event of misdeclaration of cargo

The goods hereby acknowledged are unprotected and all the carrier's rights and immunities in the event of loss or damage by reason of that fact are hereby expressly reserved.

Non-Negotiable

ABOVE PARTICULARS DECLARED BY SHIPPER

GOODS SHIPPED onboard the Vessel in apparent good order and condition, weight, measure, marks & numbers, quality, contents and value unknown unless specified herein, for carriage to the port of destination or so near thereto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid port to Consignees or their Assigns. Freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading — unless prepaid — to be paid by Consignees or their Assigns.
 In accepting this Bill of Lading the Merchant expressly accepts and agrees to all it's stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.
 One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS where of the Master of the said Vessel has signed...
 Bills of Lading all of this tenor and date, one of which being accomplished, the other(s) to stand void.

THE STOWING OF UNMANIFESTED GOODS INSIDE VEHICLES IS PROHIBITED BY THE AUTHORITIES AT THE PORT OF DISCHARGE, AND ARE LIABLE TO FORFEITURE BY CUSTOMS, IN THE EVENT OF A BREACH OF THIS RULE ANY FINES LEVIED AGAINST THE CARRIER ARE FOR THE ACCOUNT OF THE MERCHANT NOR WILL THE CARRIER ACCEPT ANY LIABILITY IN RESPECT OF THEM.

SHIPPER'S DECLARE THAT LINE, SHIP, SHIPPING COMPANY AND THEIR AGENTS ARE NOT RESPONSIBLE FOR FINES, PENALTIES AND/OR ANY OTHER CONSEQUENCES THAT MAY RESULT FROM ERRONEOUSLY SHIPPING AND OVERAGED VEHICLE.

AGREEMENT - IF CARGO HAS NOT BEEN COLLECTED WITHIN 30 DAYS AFTER DATE OF ISSUE OF THIS BL, WE ARE AUTHORIZED PUT CARGO FORSALE TO COVER OUR EXPENSES IN RESPECT OF FREIGHT, CHARGES AND DEMURRAGE!

FREIGHT PAYABLE CARGO LOST OR NOT LOST
 *Applicable only when document used as Through Bill of Lading

Freight payable at BALTIMORE, MD Number of original Bill 3/THREE	Place and Date of Issue BALTIMORE, MD 06-06-2008 Signature ABOU MERHI LINES (USA) LLC 7939 HONEYGO BOULEVARD BALTIMORE, MARYLAND 21120
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05-102 (Rev. 11-06/26)

3333

Filing Number: 800335808

0732330465

Code 13196 Franchise 16196 Bank

This report MUST be filed to satisfy franchise tax requirements

c. Taxpayer identification number	d. Report year
32014927530	07

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

Corporation name and address

BSW INT. INC
1180 HARRY HINES BLVD #110
DALLAS TX 75229

e. PIR / IND 1 4

Secretary of State file number or, if none, Comptroller unchartered number

Item k on Franchise Tax Report, Form 05-142

Please mark through any incorrect information, and type or print the correct information.

The following information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

Blacken this circle completely if there are currently no changes to the information preprinted in Section A of this report. Then, complete Sections B and C.

Please sign below! Officer and director information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

(Signature)

Corporation's principal office
1180 Harry Hines Blvd #110

Principal place of business
DALLAS TX 75229

SECTION A. Name, title, and mailing address of each officer and director.

NAME	TITLE	DIRECTOR	Term expiration (mm-dd-yyyy)
DINA EJOUR UDEGRAUNE	DIRECTOR	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS: 3136 SMOKEWOOD LN GRAND PRAIRIE TX 75052			
ADINZE UDEGRAUNE	DIRECTOR	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS: 3136 SMOKEWOOD LN GRAND PRAIRIE TX 75052			
CHOMA UDEGRAUNE	DIRECTOR	<input checked="" type="checkbox"/> YES	
MAILING ADDRESS: 3505 SPUR RD PLANO TX 75025			
		<input type="checkbox"/> YES	
		<input type="checkbox"/> YES	

SECTION B. List each corporation or limited liability company, if any, in which this reporting corporation or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation or limited liability company	State of inc./organization	Texas SOS file number	Percentage interest

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: DINA EJOUR UDEGRAUNE

Office: 1180 HARRY HINES BLVD #110
DALLAS TX 75229

Blacken this circle if you need forms to change the registered agent or registered office information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this, or a related, corporation or limited liability company.

sign here <i>(Signature)</i>	Officer, director, or other authorized person	Title: DIRECTOR	Date: 11-12-07	Daytime phone (Area code and number): 214-557-7800
------------------------------	---	-----------------	----------------	--



Office of the Secretary of State

Fix. 36

CERTIFICATE OF INCORPORATION
OF

DSW International, Inc.
Filing Number: 800335808

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/28/2004

Effective: 04/28/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

**ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.**

FILED
In the Office of the
Secretary of State of Texas

APR 28 2004

Corporations Section

ARTICLE ONE

The name of the corporation is DSW International, Inc.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The lawful purposes for which the corporation is organized are:

1. The transaction of any or all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is One Million (1,000,000) shares of par value of One (\$1.00) Dollar each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand (\$1,000.00) Dollars consisting of money, labor done, or property actually received.

EX. 39

**ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.**

Ex. 3d

ARTICLE SIX

The address of the Principal office of the Corporation shall be:

11180 Harry Hines Blvd, Suite 10

Dallas, Texas 75229

ARTICLE SEVEN

The street address of the initial registered office and the name of the initial registered agent at that address are:

11180 Harry Hines Blvd, Suite 10

Dallas, TX 75229

Registered Agent – Tyna Ejoor Udegbune

ARTICLE EIGHT

The names and address of the initial Board of Directors are:

1. Ms Tyna Ejoor Udegbune
3136 Smokewind Lane
Grand Prarie, Texas 75052
2. Mr Arinze Udegbune
3136 Smokewind Lane
Grand Prarie, Texas 75052
3. Emeka Nwokike
3136 Smokewind Lane
Grand Prarie, Texas 75052

ARTICLES OF INCORPORATION
OF
DSW INTERNATIONAL, INC.

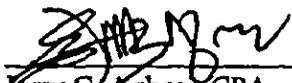
Hx. 3e

ARTICLE NINE

The name and address of the incorporator is:

Jerry C. Agbasi, CPA
9500 Forest Lane, Suite #404
Dallas, Texas 75243

Signed This 8th Day of April, 2004



Jerry C. Agbasi, CPA

Ex. 4



[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800693372 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: August 14, 2006 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32020400274 **FEIN:**
Duration: Perpetual

Name: COMMONWEALTH SHIPPING, INC.
Address: 7514 WILSHIRE DR
ROWLETT, TX 750898884 USA

<u>REGISTERED</u> <u>AGENT</u>	<u>FILING</u> <u>HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED</u> <u>NAMES</u>	<u>ASSOCIATED</u> <u>ENTITIES</u>
Name		Address		Inactive Date	
VICTOR K ONYEUJO		7514 WILSHIRE DRIVE ROWLETT, TX 75089 USA			

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

EX. 5

DSW INTERNATIONAL INC.

11180 Harry Hines Blvd., #110 Dallas TX 75229
(972)-4881800 (214)-557-7010

ATTN: Mr. Gordon Marcheskie & Julie Johnson
Accounting Department
Abou Merhi Lines (USA) LLC
13453 N. Main Street
Suite 505
Jacksonville, Fl 32218

Dear sir,

**REQUEST FOR INFORMATION ON of 2004 Ford Explorer, vin #
1FMZU67K44UB59703 and 2001 Honda Accord
vin#1HGCG16541A079154**

We have been informed by our shipper common wealth Shipping Inc., that our shipment of 2004 Ford Explorer, vin # 1FMZU67K44UB59703 and 2001 Honda Accord vin#1HGCG16541A079154 can not be found ie missing on Transit.

The two (2) shipment was made since the month of June via Sun Belt Dixie 813. A due payment was made, Bill of Loading was Issued. No Telex Release was issued yet.

We are a reputable company and we have been in business for the past 10 years, its been more than six months since we shipped this two units via your steam ship line. It has been a lot of inconvenience and it has a drastic effect in our business turn over.

We are requesting on how to recover our vehicles please advice

Thanks
Arinze udegbune
For Dsw International Inc.

mail@commonwealthglobal.com

Ex. 6

From: <accounting.usa@aboumerhillines.com>
To: <SALES@COMMONWEALTHGLOBAL.COM>
Sent: Friday, October 31, 2008 8:52 AM
Attach: PREPAIDS - SWV0818JAXCTU - Commonwealth.pdf
Subject: INVOICE(S) FOR 818

WITH BEST REGARDS:

ULIE JOHNSON
Accounting / Administrative Assistant

AP Jordan

Abou Merhi Lines (USA), LLC
3453 N. Main Street
Suite 505
Jacksonville, FL 32218

Phone: (904) 696-9800
Fax: (904) 696-9802
accounting.usa@aboumerhillines.com

Visit our website at: www.aboumerhillines.com

CONFIDENTIALITY NOTICE:

This e-mail and any attachments are confidential and also may be privileged. If you are not the named recipient, or have otherwise received this communication in error, please delete it from your inbox, notify the sender immediately, and do not disclose its contents to any other person, use them for any purpose, or store or copy them in any medium. Thank you for your cooperation.

Jordan.Marscheskie@aboumerhillines.com
Jordan.Marscheskie@aboumerhillines.com

CHAE AND ASSOCIATES, P.C.

3010 LBJ Freeway, Suite 750
Dallas, Texas 75234

Telephone (972)484-5580

Fax (972)484-5582

Ex. 7

November 7, 2008

Abou Merhi Lines(USA) LLC
13452 N. Main Street, Suite 505
Jacksonville, FL 32218

CERTIFIED MAIL, RETURN RECEIPT
REQUESTED, NO. 1008-1140-0004-2342-5027

ATTN: Gordon Marcheskie or Julie Johnson
Accounting Department

RE: Exporter, DSW International, Inc., Arinze Udegbune, President
Freight of Two Auto Vehicles, 2004 Ford Explorer and 2001 Honda Accord LX
Lost and Undelivered to Port of Discharge, Cotonou
Demand for Your Payment of Damages

Dear Sir or Madam:

Please be advised that this law office represents the above-referenced DSW INTERNATIONAL, INC., Arinze Udegbune, President, an exporter of used motor vehicles, located at 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229.

On or about June 16, 2008, my client, by and through a Forwarding Agent, Commonwealth Shipping, Inc. of 9560 Skillman Road #100, Dallas, Texas 75243, requested that your company, Abou Merhi Lines, ship two units of automobile vehicles, i.e., (1) Used 2004 Ford Explorer 4-Door Sports Truck, VIN 1FMZU67K44UB59703, and (2) Used 2001 Honda Accord Passenger car, VIN 1HGCG16541A, to UDEMBA ELECTRONICS COY LTD of 133 Idewu Industrial, Olodi-Apapa, Lagos, Nigeria, the foreign port of unloading being COTONOU.

Enclosed are copies of all relevant documents to indicate the transaction, including but not limited to the Bills of Lading issued by Abou Merhi Lines and Commonwealth Shipping, Inc. Of course, my client did pay your shipping charges, and your company issued regular Bills of Lading for these two items of shipment.

Several months passed, but no Telex Release was issued by your company. Upon inquiry after inquiries, my client has just learned that your company stated the shipment of the two motor vehicles could not be found, i.e., the two automobile vehicles were lost or missing on transit. My client is an honorable and reputable company. The loss of the two vehicles herein will be a tremendous blow to my client company and it will have a drastic and long-lasting unfavorable effect upon my client's business turn over.

If the two vehicles have indeed been lost in transit and your company cannot find them very soon, i.e., within a week of the date of this letter, my client has no other alternative but to hold your company liable and demand damages for your liability by any and all means.

The following is a list of damages, that are currently calculable and available, although there may show up some more items of damages later.

1. The market value of Automobile #One, 2004 Ford Explorer 4-Door Sports Truck, \$23,700.00 (which includes \$800 that was spent to add a bed cover),
2. The market value of Automobile #Two. 2001 Honda Accord Passenger Car, V6 Leather, Sunroof, All Power, and full option added, \$16,900.00,
3. The costs of trucking of the two vehicles from Dallas, Texas, to Jacksonville, Florida, \$500.00 per vehicle,
4. The storage charges for the two vehicles, \$300.00 per vehicle,
5. Prepaid Shipping Charges, \$1,600.00 for each vehicle,
6. Premiums for insurance coverage paid was \$3,600.00 for the two vehicles,

The total amount of the damages my client intends to recover from Abou Merhi Lines(US) LLP is therefore at this point in time \$49,000.00. Additionally, my client has already paid, and/or has agreed to pay additional, reasonable attorneys fees to this law firm for the legal services rendered by this law firm to prosecute this legitimate claims of my client. My client does intend to recover such attorneys fees from the liable party. In the event your company agrees to pay the amount of damages as demanded herein without resorting to a court action, at this time this law firm will be able to charge only \$2,000 attorneys fees. In the event this case is prolonged and requires more than the parties' direct negotiations, including but not limited to a court action or arbitration, the reasonable and necessary attorneys fees will go up accordingly.

After this much passage of time since your company undertook the shipment of the two units of vehicles, my client does believe time is of the essence in this matter. Please respond to this letter within seven days of your receipt hereof. This letter will be mailed to you by United States mail, Certified and Return Receipt Requested. Since time is of the essence, I am going to send the same to you by email as well.

Looking forward to hearing from you a prompt and amicable response in this matter,

Very truly yours,



Don B. Chae

Attorney for DSW International, Inc.

CHAE AND ASSOCIATES, P.C.

3010 LBJ Freeway, Suite 750
Dallas, Texas 75234

EX. 8

Telephone (972)484-5580

Fax (972)484-5582

November 25, 2008

Commonwealth Shipping, Inc.
ATTEN: Victor Onyeujo, President
9560 Skillman Road, Suite 100
Dallas, TX 75243

RE: DSW International, Inc., My Client,
Demand for Damages in Connection with My Client's Loss of Two Vehicles Shipped

Dear Mr. Onyeujo:

Please be advised that this law office represents the above-referenced DSW INTERNATIONAL, INC., Arinze Udegbune, President, an exporter of used motor vehicles, located at 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229. As you are aware, my client did retain you as a freight forwarder in order to export two units of auto vehicles to Lagos, Nigeria. You made an arrangement under which the two vehicles were shipped by and through a shipper known as Abou Merhi Lines, but the two vehicles were lost in transit.

Enclosed herewith please see a copy of my letter dated November 7, 2008, and written to Abou Merhi Lines, demanding a payment of damages. As much as Abou Merhi Lines is liable, it is obvious that you are liable for the loss of the two vehicles. Such loss occurred because of your failure to perform your contractual duties, your liability for selecting an incompetent and unqualified shipper, and your negligence to exercise a reasonable degree of care in handling and having my client's two vehicles shipped to Nigeria.

My client does intend to file a suit against Abou Merhi Lines and further intends to join you as a codefendant in such suit, unless you are willing to pay the damages as outlined and demanded in my letter of November 7, 2008, sent to Abou Merhi Lines. Unless this law office hears from you about your intention to pay the damages within seven days of this letter, a suit will be filed jointly and severally against you and Abou Merhi Lines.

Very truly yours,



Don B. Chae, Attorney for DSW International, Inc.

Enclosure: Copy of my letter to Abou Merhi Lines dated November 7, 2008,

Date 1/29/08
Time 10:40:43

Dsw Sports & Imports
Sales Receipt/Bill of Sale

Lot #13547625

Ex. 9a

This Motor Vehicle is sold As is - No Warranty.
No Sales Tax Applied.

Seller Dsw Sports & Imports
3505 Stroll Rd.
Plano TX 75025

Buyer Dsw International Inc.
11180 Harry Hines Blvd.
Dallas TX 75229.

Vehicle 04 Ford Explorer (s) Red Vin#1FMZU67K44UB59703
Sale 1/28/08

Charges and payments:	Miles	Invoice Amt
1.1/28/08 SALES PRICE	29980	21,200.00
Buyers Totals	1	21,200.00

T/T&L for Export

Net Due (USD)	Payment Full	.00
---------------	--------------	-----

Runs and Drive

Print Name: _____

Signature: _____

Date: _____

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

Dsw Soports & Imports Lot # 13547587
Sales Receipt / Bill of Sale

Ex. 9d

This Motor Vehicle is sold As is - No Warranty.
No Sales Tax Applied.

Seller Dsw Sports&Imports
3505 Stroll Rd.
Plano Tx 75025
469-228-1580

Buyer Dsw International Inc.
11180 Harry Hines Blvd.
Dallas Tx 75229
214-557-7010

Vehicle 01 HONDA ACCORD EX V6 BLK Vin # 1HGCG16541A079154
Sale 2/28/08

Charges and Payments:	Miles	Invoice Amt
1. 2/28/08 SALES PRICE	50980	16,900.00
Buyers Totals	1	<u>16,900.00</u>
		T/T&L for Export

Net Due (USD) Payment full .00

RUNS AND DRIVE

Print Name: _____
Signature _____ Date _____



GUARDIAN AUTO GLASS

7029 COMMONWEALTH STE #3
 JACKSONVILLE, FL 32220
 (904)693-4114 / (888)866-2332

*** C. O. D. ***

REMIT TO:

*** INVOICE ***

WORK PERFORMED FOR:

C. O. D. Account

PORT STORAGE
 3701 FAYE RD
 JACKSONVILLE, FL 32226

INVOICE NUMBER	5365042300
INVOICE DATE	04/08/2008
FEDERAL TAX NUMBER	34-0801385
ORDER NUMBER	5360058810
ORDER DATE	04/04/2008

CASH SALES - 2536
 7029 COMMONWEALTH AVE
 STE 3
 JACKSONVILLE, FL 32220

CLAIMANT:

(Handwritten signature: Hx. 9e)

ACCOUNT: 360900

HP:

WP:

04/04/2008

INST. BY	INST. BY	PROPOSED COMPLETION DATE	FR	MO	TU	WE	TH	FR	SA	SU	JOB SITE	WAIT
COM		04/07/2008 08:00-04:00		X							M-DUVAL	
HOME PHONE	WORK PHONE	EXT.	DATE OF LOSS		CAUSE OF LOSS		DEDUCTIBLE					
904-	904-757-5055											
AUTHORIZED BY			AGENT'S NAME				AGENT'S PHONE					
POLICY NUMBER			CLAIM/CONTROL NUMBER				P.O./R.O. NUMBER					
VEHICLE ID NUMBER			LICENSE/UNIT NUMBER		MILEAGE	SALESPERSON		TAKEN BY				
1HGCG16541A079154						HOUSE ACCOUNT		JCARTER				
YEAR	MAKE	MODEL		BODY STYLE								
2001	HONDA	ACCORD		4 DOOR SEDAN								
FORM OF PAYMENT						REFERRED BY						
MASTERCARD						DIRECT MARKETING						

QTY	PART NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	TOTAL
1	FW02064GBNN Windshield (USA Built) (Solar Contro			186.92
1	WFS F2064 RC Moulding (Reveal)			0.00

(Handwritten notes: Port 506, S365042)

TERMINAL 8201 CASANOVA ST
 DATE: 04/08/08 11:11 AM
 CALLER: 41111
 ADDRESS: JACKSONVILLE
 ZIP: 32226
 REF # 2
 DATE # 04/08/08
 SALE \$ 360.92
 PLEASE PRINT CAR
 I WILL PAY THE ABOVE TOTAL AMOUNT
 ACCORDING TO THE CARD ISSUED AGREEMENT
 (PERCENT AGREEMENT IF CREDIT VOUCHER)
 SIGNATURE
 DATE
 TOP SP. MERCHANT BOTTOM-SP. CUSTOMER

SUBTOTAL	186.92
SALES TAX	13.08
DEDUCTIBLE	
TOTAL	200.00

*****STATEMENT OF AUTHORIZATION AND SATISFACTION*****
 REPLACEMENT HAS BEEN MADE TO MY SATISFACTION AND I HEREBY AUTHORIZE THE ABOVE
 INSURANCE COMPANY TO PAY DIRECT IN FULL TO GUARDIAN AUTO GLASS FOR SAID INSTALLATION.
 IF FOR ANY REASON THE INSURANCE COMPANY DOES NOT PAY FOR THESE REPAIRS OR
 REPLACEMENTS THE BELOW SIGNED AGREES TO PAY FOR SAID REPAIRS OR REPLACEMENTS.
 DATE _____ CUSTOMER/WITNESS _____

Your Satisfaction is Our Guarantee

DF TRUCKING COMPANY

1215 E. AVENUE J
 GRAND-PRAIRIE
 TX. 75050

Invoice

Date	Invoice #
3/5/2008	002341

Bill To
DSW INTERNATIONAL INC 11180 HARRY HINES BLVD SUITE 110 DALLAS TEXAS 75229

Ex. 9f

Terms	Project
Net 30	

Quantity	Description	Rate	Amount
1	01 HONDA ACCORD VIN IHGCG16541A079154 DALLAS TEXAS TO JACKSONVILLE FLORIDA	500.00	500.00
1	04 FORD EXPLORER VIN 1FMZU67K44UB59703	500.00	500.00
Total			\$1,000.00

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
5/19/2008	746

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

EX. 9g

				Terms
				Due on receipt
Description	VIN#	Days or Qty	Rate	Amount
Daily Vehicle Storage - no charge for May Vehicle Delivery to Jaxport 5/19 - Tow		2	99.00	0.00T 198.00
			Subtotal	\$198.00
			Sales Tax (7.0%)	\$0.00
			Total	\$198.00
			Payments/Credits	\$0.00
			Balance Due	\$198.00

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
4/29/2008	679

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

Attn: Arinze

Ex. 99

Description	VIN#	Days or Qty	Rate	Amount	Terms
					Due on receipt
Daily Vehicle Storage 4/1 - 4/30	B59703	30	6.00	180.00T	
Daily Vehicle Storage 4/1 - 4/30	079154	30	6.00	180.00T	

Thank you for your business.

Subtotal \$360.00

Sales Tax (7.0%) \$25.20

Total \$385.20

Payments/Credits \$0.00

Balance Due \$385.20

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
4/3/2008	574

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

Revised

Ex. 9g

Description	VIN#	Days or Qty	Rate	Terms	
				Amount	
Daily Vehicle Storage 3/1 - 3/31	B59703	31	6.00	186.00	T
After Hours Drop Off Fee - Saturday 3/1 waive fee	079154	1	0.00	0.00	
Daily Vehicle Storage 3/1 - 3/31	079154	31	6.00	186.00	T
Remove protruding parts from both units - labor hours		2.5	75.00	187.50	
Arinze, you still need to have glass replacement on front windshield also, towing to the terminal will be additional					

Thank you for your business.	Subtotal	\$559.50
	Sales Tax (7.0%)	\$26.04
	Total	\$585.54
	Payments/Credits	\$0.00
	Balance Due	\$585.54

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

Port Storage & Delivery, Inc.

3701 Faye Road
Jacksonville, FL 32226

Invoice

Date	Invoice #
2/28/2008	482

Bill To
DSW Sports & Imports 11180 Harry Hines Blvd., #110 Dallas, TX 75229

(Handwritten: Ex. 99)

				Terms
Description	VIN#	Days or Qty	Rate	Amount
Daily Vehicle Storage 2/12 - 2/29	B59703	18	6.00	108.00T

Thank you for your business.	Subtotal	\$108.00
	Sales Tax (7.0%)	\$7.56
	Total	\$115.56
	Payments/Credits	\$0.00
	Balance Due	\$115.56

Phone #	Fax #	E-mail
(904) 757-5055	(904) 757-4055	portstorage@yahoo.com

Posting Date: 2008-08-05
 Sequence #: 7280450774
 Account #: 717601801
 Routing Transit: 11100061
 Amount #: \$2675.00
 Check/Serial #: 000000001374
 Bank #: 201
 Tran Code: 000000
 IRD: 0
 ItemType: P
 BOFD: 000000000
 Cost Center: N/A
 Teller Number: N/A
 Teller Seq Number: N/A
 Processing Date: N/A

Ex. 9h

DSW INTERNATIONAL INC.
 11180 HARRY HINES, SUITE # 110
 DALLAS, TX 75229

1374

DATE *8/1/08*

PAY TO THE ORDER OF *Commonwealth*

Twenty six seventy five DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 Dallas, Texas 75201
 www.Chase.com

FOR *John My app*

⑆001374⑆ ⑆11100061⑆ ⑆717601801⑆ ⑆0000267500⑆

A FEDERAL RESERVE BOARD OF GOVERNMENTS REG. U.S.

BANK OF AMERICA-NA DAL
 11100025 ⑆7899 94 003
 08/44/08
 0730735851

ENDORSE

PAY TO THE ORDER OF
 BANK OF AMERICA
 11100025
 FOR DEPOSIT ONLY
 COMMONWEALTH SHIPPING, INC.
 DO NOT WRITE ABOVE THIS LINE
 48800355749



Chase.com | Contact Us | Privacy Policy | LOG

FX. 9R

Monday, July 07, 2008

My Accounts > Account Activity > Check Details

Check Details

Print Help with this page

I'd like to...

See Account Statements

BUSINESS CLASSIC (...1801)

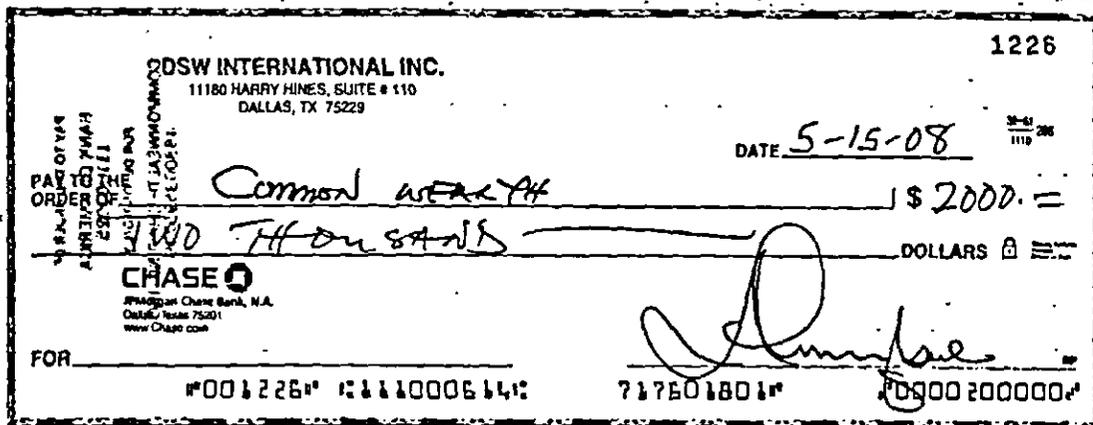
Check Number: 1226

Post Date: 05/20/2008

Amount of Check: \$2,000.00

Front

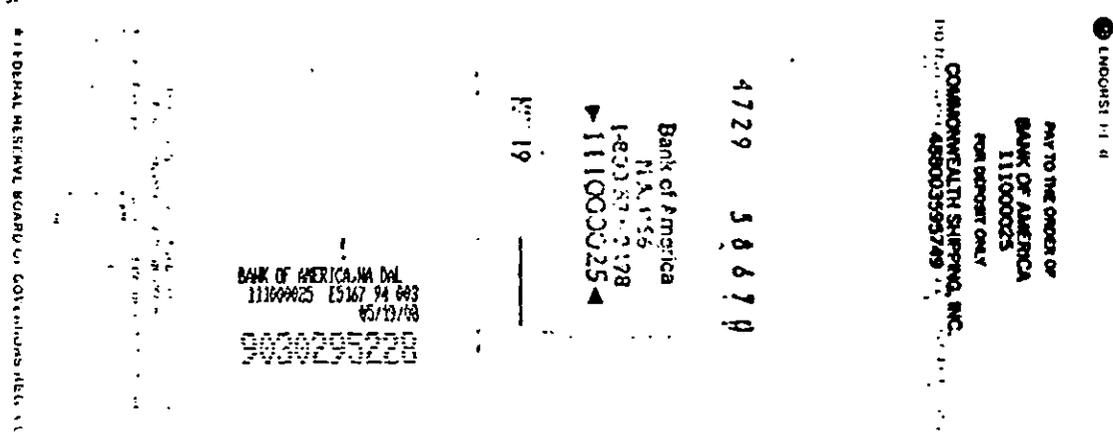
Enlarge/Reduce Check Image



Need help printing or saving this check?

Back

Enlarge/Reduce Check Image



Need help printing or saving this check?

Posting Date: 2008-07-09
 Sequence #: 4980163659
 Account #: 717601801
 Routing Transit: 11100061
 Amount #: \$300.00
 Check/Serial #: 000000001361
 Bank #: 201
 Tran Code: 000000
 IRD: 0
 ItemType: P
 BOFD: 000000000
 Cost Center: N/A
 Teller Number: N/A
 Teller Seq Number: N/A
 Processing Date: N/A

FX. 9R

DSW INTERNATIONAL INC. 11180 HARRY HINES, SUITE # 110 DALLAS, TX 75229		1361
DATE <u>7/8/08</u>		116
PAY TO THE ORDER OF	<u>BANK OF AMERICA</u>	\$ <u>300</u>
	<u>THREE HUNDRED</u>	DOLLARS
CHASE	<i>[Signature]</i>	
FOR		
⑆001361⑆	⑆111000614⑆	⑆717601801⑆
		⑆0000030000⑆

070808 11 099000296710643
 001174040304 013 A
 0002967013
 BANK OF AMERICA, NA DEL
 ⑆1110000254 E217⑆ 94 603
 07/08/08
 8730200973