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FEDERAL MARITIME COMMISSION

**BEFORE THE
FEDERAL MARITIME COMMISSION**

 SEAGULL MARITIME AGENCIES PRIVATE LTD.,)
)
 Complainant,)
)
 v.)
)
 GREN AUTOMOTIVE, INC., CENTRUS)
 AUTOMOTIVE DISTRIBUTORS INC.,)
 and LIU SHAO, individually,)
)
 Respondents.)

Docket No. 13-03



VERIFIED COMPLAINT

Complainant SEAGULL MARITIME AGENCIES PRIVATE LIMITED (“SMA”) by its attorney, Gonzalez del Valle Law, as and for its Verified Complaint against Respondents, GREN AUTOMOTIVE, INC. (“GREN”), CENTRUS AUTOMOTIVE DISTRIBUTORS INC. (“CENTRUS”) and LIU SHAO, an individual pursuant to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (“Shipping Act”), 46 U.S.C. §§41102 and 41305, and pursuant to the Federal Maritime Commission’s authority under Section 11(a) of the Act., 46 U.S.C. §41301.

PARTIES

1. Complainant, SMA, is a non-vessel operating common carrier (“NVOCC”) licensed by the Federal Maritime Commission and has its principle place of business located at 55 Madison Avenue, Suite # 400, Morristown, New Jersey 07960.

2. Respondent GREN is a New Jersey corporation with a principle place of business located at 70 Schoolhouse Road Somerset, New Jersey 08873.

3. Respondent CENTRUS is or was a Florida corporation with a principle place of business at 12535 Orange Dr. 607 Davie, Florida 33330.

4. Upon information and belief, Respondent CENTRUS was administratively dissolved on September 23, 2011.

5. Upon information and belief, Respondent GREN's authority as a business entity was revoked from December 16, 2011 to December 19, 2012.

6. Complainant avers that Mr. Liu Shao has utilized GREN and CENTRUS as his alter egos and alter egos for one another. As such, Complainants seeks to pierce the corporate veils of GREN and CENTRUS, both Mr. Shao's alter egos.

FACTUAL ALLEGATIONS

7. On or about December 20, 2010 through and including April 25, 2011, GREN requested shipping services to be provided by SMA for shipments from China to the United States. For these shipments, CENTRUS was the consignee in all of SMA's bills of lading.

8. However, all U.S. Customs Entry Forms 7501 for the subject shipments show a company named Centrus Automotive, Inc. as the ultimate consignee, not Centrus Automotive Distributors, Inc., the consignee shown in all SMA's bills of lading. A search of the state of Florida's corporate records does not show "Centrus Automotive, Inc." as an active company or ever having filed any corporate documents to do business in the state of Florida.

9. Although SMA has fulfilled the services requested by Respondents, SMA has not been paid the amounts due and owing from Respondents. As of January 2011, Respondents owe SMA \$63,010.68 for the transportation, customs duties, and other services SMA provided to Respondents.

10. Unknown to Complainant, CENTRUS was administratively dissolved by the Florida Secretary of State on September 23, 2011.

11. Liu Shao has used various entities to induce SMA to provide shipping services to GREN and CENTRUS. This deceptive and unjust scheme caused various damages to SMA, including losing its ability to exercise its maritime lien rights, and in violation of the Shipping Act, Respondents' failing to pay SMA its freight and related charges. Respondents' failure to pay the freight charges caused SMA to suffer further damages because SMA was required to pay freight and related charges to the underlying ocean common carriers who performed shipping services to SMA.

12. Respondent Shao deceived SMA to provide ocean transportation services with the intent of not compensating SMA for its services. SMA avers that Respondent Shao utilized various companies as his alter ego to avoid paying freight and related charges to SMA.

VIOLATIONS

13. By reason of the facts alleged in the foregoing paragraphs, Respondents violated the Shipping Act, as amended by the Ocean Shipping Reform Act of 1998, by knowingly and willfully, directly and indirectly by deceiving SMA to provide ocean

transportation services with the intent of not compensating SMA for its services. The Shipping Act at 46 USC §41102 (a) provides that:

A person may not knowingly and willfully, directly or indirectly, by means of false billing, false classification, false weighing, false report of weight, false measurement, or any other unjust or unfair device or means, obtain or attempt to obtain ocean transportation for property at less than the rates or charges that would otherwise apply.

14. SMA alleges that Respondents in concert with each other violated §41102 (a) by deceiving SMA to provide ocean transportation services with the intent of not compensating SMA for its services. SMA also avers that Mr. Shao utilized various companies as his alter ego to avoid paying freight and related charges to SMA. As a result, SMA lost maritime its lien rights after Respondents promised to compensate SMA for freight and related charges when SMA released Respondent's cargo, Respondents did not pay SMA for its services.

15. As a direct consequence of Respondents' violation of the Shipping Act as stated above, Complainant sustained actual injury when respondents failed to pay \$63,010.68 of freight and related charges. Therefore, SMA is entitled to an award of reparations for respondents' violation of 46 U.S.C. § 41102 (a).

DAMAGES

16. As a direct consequence of the conduct of Respondents in violation of the Shipping Act engaged in by Respondents, Complainant suffered actual injury as provided herein, in the sum of \$63,010.68.

PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue the following relief:

1. An Order compelling Respondents to Answer the charges made herein and scheduling a hearing in Washington, D.C. during which the Commission may receive evidence in this matter;
2. An Order holding that the Respondents, CENTRUS, GREN, and Mr. Liu Shao individually violated §41102 (a) of the Shipping Act.
3. An Order compelling Respondents, CENTRUS, GREN, and Liu Shao individually to make reparations to Complainant SMA in the amount of \$63,010.68 for failure to pay freight and related charges as described herein;
4. An order requiring Respondents to compensate SMA for its attorney's fees, interests, and costs and expenses incurred in this matter according to proof.
5. Such other and further relief as the Commission deems just and proper.

ALTERNATIVE DISPUTE RESOLUTION

The Commission's informal dispute resolution procedures have not been used prior to the filing of the Complaint. Counsel for the Complainant has not consulted with the Commission's Dispute Resolution Specialist about utilizing alternative dispute

resolution (ADR) under the Commission's ADR Program.

Respectfully submitted,



Henry P. Gonzalez, L.L.M.

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Dated: February 20, 2013
Washington, D.C.

VERIFICATION

Siddharth Kherra declares and states that he is the Vice-President of SEAGULL MARITIME AGENCIES PRIVATE LTD., Complainant in this proceeding, and that the foregoing Complaint is true to the best of his information and belief, and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

I declare and state under penalty of perjury that the foregoing is true and correct.



Siddharth Kherra, Vice-President
Seagull Maritime Agencies Private Limited