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July 9, 2010

Via E-Mail and Hand Delivery

Ms. Karen Gregory, Secretary
Federal Maritime Commission
Office of the Secretary
800 N. Capitol Street, NW
Washington, DC 20573-0001

**RE: Mitsui O.S.K. Lines Ltd. v. Global Link Logistics, Inc. et al.
Docket No. 09-01**

Dear Ms. Gregory:

We attach hereto fifteen (15) copies of CJR WORLD ENTERPRISES, INC. and CHAD J. ROSENBERG's Answer and Affirmative Defenses to Mitsui O.S.K. Lines Ltd.'s Amended Complaint in the above-referenced action.

Due to the out of state business location and travel schedule of Respondent Chad J. Rosenberg, the original signature of Mr. Rosenberg could not be submitted as part of the attached documents. In accordance with Rule 111, 46 C.F.R. 502.111, we will forward the document bearing Mr. Rosenberg's original signature once we obtain same.

If you have any questions regarding the aforementioned materials, please contact Carlos Rodriguez at 202-973-2999.

Very truly yours,

By:



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Ms. Karen Gregory

July 9, 2010

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*Attorneys for Olympus Growth Fund III, L.P.
Olympus Executive Fund, L.P.
Louis J. Mischianti
David Cardenas
Keith Heffernan*

ANSWER: CJR and Rosenberg are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph I. A. of the Complaint and therefore deny the same.

B. MOL's mailing address is 1-1 Toranomom 2-chome, Minato-ku, Tokyo, Japan.

ANSWER: CJR and Rosenberg are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph I. B. of the Complaint and therefore deny the same.

II. Respondents

A. Respondent, Global Link Logistics, Inc. ("Global Link") is a corporation organized under the laws of Delaware. Global Link's mailing address is Lakeside Center, 1990 Lakeside Parkway, Suite 300, Tucker, Georgia 30084. Global Link is a licensed ocean transportation intermediary ("OTI") that operates as a non-vessel operating common carrier ("NVOCC").

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. A. of the Complaint as stated. CJR and Rosenberg admit that Global Link is a corporation organized under the laws of Delaware and that its mailing address is Lakeside Center, 1990 Lakeside Parkway, Suite 300, Tucker, Georgia 30084. CJR and Rosenberg are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph II. A. of the Complaint and therefore deny the same.

B. Respondent Olympus Growth Fund III, L.P. ("OGF") is a Delaware limited partnership having a registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 and its principal place of business at Metro Center, One Station Place, Stamford, CT 06902. OGF was an owner of the respondent Global Link during periods relevant to this complaint.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. B. of the Complaint as stated. CJR and Rosenberg admit that OGF is a Delaware limited

partnership having a registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 and a principal place of business at Metro Center, One Station Place, Stamford, CT 06902. CJR and Rosenberg admit that OGF was an owner of Global Link from May 9, 2003 through June 7, 2006. Answering further, given that MOL was aware of the practice of re-routing at Global Link which is the subject matter of the Complaint (and in fact approved of and encouraged the practice) and since MOL filed the Complaint on May 5, 2009, the only period of time in which OGF was an owner of Global Link which is possibly relevant to the Complaint is the period from May 6, 2006, through June 7, 2006. *See* 46 C.F.R. § 502.63(a).

C. Respondent Olympus Executive Fund, L.P. ("OEF") is a Delaware limited partnership having a registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 and its principal place of business at Metro Center, One Station Place, Stamford, CT 06902. OEF was an owner of the respondent Global Link during periods relevant to this complaint.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. C. of the Complaint as stated. CJR and Rosenberg admit that OEF is a Delaware limited partnership having a registered agent at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 and a principal place of business at Metro Center, One Station Place, Stamford, CT 06902. CJR and Rosenberg admit that OEF was an owner of Global Link from May 9, 2003 through June 7, 2006. Answering further, given that MOL was aware of the practice of re-routing at Global Link which is the subject matter of the Complaint (and in fact approved of and encouraged the practice) and since MOL filed the Complaint on May 5, 2009, the only period of time in which OEF was an owner of Global Link which is possibly relevant to

the Complaint is the period from May 6, 2006, through June 7, 2006. *See* 46 C.F.R. § 502.63(a).

D. Respondent Olympus Partners ("Olympus Partners") is a Connecticut general partnership having its principal place of business at Metro Center, One Station Place, Stamford, CT 06902. Olympus Partners is a private equity firm affiliated with OGF and OEF.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. D. of the Complaint.

E. Respondents Louis J. Mischianti, David Cardenas, and Keith Heffernan are partners in Olympus Partners, with a business address at Metro Center, One Station Place, Stamford, CT 06902, and were officers and directors of Global Link during periods relevant to this complaint.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. E. of the Complaint as stated. CJR and Rosenberg admit that Louis J. Mischianti, David Cardenas, and Keith Heffernan are partners in Olympus Partners, with a business address at Metro Center, One Station Place, Stamford, CT 06902. CJR and Rosenberg admit that Mr. Mischianti, Mr. Cardenas, and Mr. Heffernan were officers and directors of Global Link during the period of time in which OGF and OEF were owners. Answering further, given that MOL was aware of the practice of re-routing at Global Link which is the subject matter of the Complaint (and in fact approved of and encouraged the practice) and since MOL filed the Complaint on May 5, 2009, the only period of time in which Mr. Mischianti, Mr. Cardenas, and Mr. Heffernan were officers and directors of Global Link which is possibly relevant to the Complaint is the period from May 6, 2006, through June 7, 2006. *See* 46 C.F.R. § 502.63(a).

F. Respondent CJR World Enterprises, Inc. ("CJR") is a Florida corporation having a registered agent at Florida Filing and Search Services, Inc., 155 Office Plaza Drive, Suite A, Tallahassee, FL 32301 and its principal place of business at

6025 Sandy Springs Circle, Atlanta, Georgia. CJR was an owner of Global Link during periods relevant to this complaint.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. F. of the Complaint as stated. CJR and Rosenberg admit that CJR is a Florida corporation having a registered agent at Florida Filing and Search Services, Inc., 155 Office Plaza Drive, Suite A, Tallahassee, FL 32301. CJR and Rosenberg admit that CJR was an owner of Global Link from May 9, 2003 through June 7, 2006. Answering further, given that MOL was aware of the practice of re-routing at Global Link which is the subject matter of the Complaint (and in fact approved of and encouraged the practice) and since MOL filed the Complaint on May 5, 2009, the only period of time in which CJR was an owner of Global Link which is possibly relevant to the Complaint is the period from May 6, 2006, through June 7, 2006. *See* 46 C.F.R. § 502.63(a).

G. Respondent Chad Rosenberg has a business address at 6025 Sandy Springs Circle, Atlanta, Georgia. Chad Rosenberg is the owner of CJR and was an officer and director of Global Link during periods relevant to this complaint.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph II. G. of the Complaint as stated. CJR and Rosenberg admit that Rosenberg is the owner of CJR. CJR and Rosenberg admit that Rosenberg was an officer and director of Global Link during the period of time in which CJR was an owner of Global Link. Answering further, given that MOL was aware of the practice of re-routing at Global Link which is the subject matter of the Complaint (and in fact approved of and encouraged the practice) and since MOL filed the Complaint on May 5, 2009, the only period of time in which CJR was an owner of Global Link which is possibly relevant to the Complaint is the period from May 6, 2006, through June 7, 2006. *See* 46 C.F.R. § 502.63(a).

III. Jurisdiction

This Complaint is being filed pursuant to Section 11 (a) of the Shipping Act, 46 U.S.C. § 41301. MOL is seeking reparations for injuries caused to it by Global Link, OGF, OEF, Olympus Partners, Louis J. Mischianti, David Cardenas, Keith Heffernan, CJR, and Chad Rosenberg (collectively "the Respondents") as a result of their violations of Sections 10 (a)(1) and 10(d)(1) of the Shipping Act 46 U.S.C. §§ 41102 (a), 41102 (c). As more particularly alleged below, the Respondents knowingly and willfully engaged in a scheme to fraudulently obtain ocean transportation for property for less than the rates and/or charges that would otherwise apply. Moreover, as demonstrated by these practices, including the preparation of false documents and provision of false information to MOL in violation of 46 C.F.R. § 515.31(e), the Respondents failed to establish, observe and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, and delivering property.

The activities giving rise to this complaint first came to MOL's attention in 2008, when MOL was contacted in connection with an arbitration proceeding between Respondent Global Link and Respondents Olympus Partners, OEF, OGF, Mischianti, Cardenas, Heffernan, CJR, Rosenberg, and others.

ANSWER: To the extent the paragraphs in section III purport to characterize the nature of the action, no response is required. To the extent the paragraphs in Section III contain allegations of fact as to which a response is required from CJR and Rosenberg, CJR and Rosenberg deny the allegations contained in section III of the Complaint. CJR and Rosenberg also deny that MOL is entitled to the relief discussed in section III.

IV. Statement of Facts and Matters Complained Of

A. MOL began doing business with Global Link on or about May 11, 2004.

ANSWER: CJR and Rosenberg admit the allegation in paragraph IV. A.

B. Since May of 2004, MOL has entered into 5 service contracts with Global Link, having the following service contract numbers: 5159351A04, 5159351A05, 5159351A06, 5159351A07, and 5159351A08.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. B. of the Complaint as stated. CJR and Rosenberg show that the service contracts identified in paragraph IV. B. of the Complaint speak for themselves and are the best evidence of their

contents. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

C. The service contracts provided both port-to-port rates and port-to-door or through rates to inland destinations in the United States. At the time each service contract was negotiated, Global Link had an opportunity to negotiate rates to any inland destination required by its customers. The service contracts could also be amended to add new rates if additional destinations were required at any time. Indeed, the contracts were amended on numerous instances. More specifically, SC # 5159351A04 was amended 32 times; SC # 5159351A05 was amended 33 times; SC # 5159351A06 was amended 19 times; SC # 5159351A07 was amended 24 times; and SC #5159351A08 was amended 6 times.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. C. of the Complaint as stated. CJR and Rosenberg show that the service contracts between MOL and Global Link, as well as the amendments thereto, speak for themselves and are the best evidence of their contents. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

D. The service contracts entered into between MOL and Global Link were subject to various tariff rules including the rules relating to diversion (defined as a

change in the original billed destination). At all times relevant to this complaint, MOL's tariff rules required shippers to request any diversion of cargo in writing and required the payment of a diversion charge as well as the difference in price between the original and new destinations.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. D. of the Complaint as stated. CJR and Rosenberg show that the service contracts between MOL and Global Link speak for themselves and are the best evidence of their contents. CJR and Rosenberg show further that paragraph IV. D. of the Complaint contains conclusions of law as to which no response is required. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

E. From 2004 through at least 2006, Global Link engaged in a scheme to defraud MOL and obtain ocean transportation at rates lower than the applicable service contract or tariff rates, by booking cargo to false inland destinations while intending to deliver the cargo to different inland destinations. Global Link referred to this practice with various names including "split routing," "mis-booking," and "re-routing."

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. E of the Complaint as stated. CJR and Rosenberg admit that Global Link sometimes engaged in a business practice called "re-routing" which is common in the industry and which is also sometimes referred to as "split shipping". CJR and Rosenberg show further that MOL was aware that Global Link engaged in this practice, approved of the practice, and encouraged Global Link to continue the practice due to the impracticality of and

administrative burden associated with negotiating a multiplicity of contract points. CJR and Rosenberg thus deny that Global Link engaged in a scheme to defraud MOL during the period in which CJR was an owner of Global Link. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

F. This scheme was carried out with the full knowledge and participation of Respondents Olympus Partners, OEF, OGF, Mischianti, Cardenas, Heffernan, CJR, and Rosenberg.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. F. of the Complaint as stated. CJR and Rosenberg admit that OEF, OGF, Cardenas, Heffernan, CJR and Rosenberg were aware that Global Link sometimes engaged in a business practice called "re-routing" which is common in the industry and which is also sometimes referred to as "split shipping". CJR and Rosenberg deny any "scheme" by any of the Respondents to defraud MOL.

G. In order to carry out its scheme, Global Link would provide MOL with false information regarding the ultimate destination of the cargo. The through bill of lading issued by MOL would reflect the false destination provided by Global Link. Inland transportation by truck would be arranged by MOL from the port of entry or rail container yard to the false destination. The through rate for transportation to the false destination would be billed by MOL and paid by Global Link.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. G. as stated. CJR and Rosenberg admit that when Global Link engaged in the business practice called "re-routing", Global Link would provide MOL with a destination other than the

ultimate destination of the cargo. CJR and Rosenberg admit that the bill of lading issued by MOL would reflect the destination provided by Global Link. CJR and Rosenberg show further that MOL was aware that Global Link engaged in this practice, approved of the practice, and encouraged Global Link to continue the practice due to the impracticality of and administrative burden associated with negotiating a multiplicity of contract points. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

H. Without MOL's knowledge, however, Global Link would issue a second bill of lading showing the true inland destination. Global Link would provide this bill of lading to the trucking company and tell the trucking company to disregard the instructions received from MOL.

ANSWER: CJR and Rosenberg deny the allegations in paragraph IV. H.

I. Global Link would divert the cargo in this manner without submitting a request to MOL in accordance with the service contract and applicable tariff and without paying MOL the difference in rate or the applicable diversion charges. MOL would not even be notified of the diversion or the true destination of the cargo. Thus, despite MOL's issuance of a through bill of lading, MOL would have no information regarding the actual destinations of the cargo or its containers.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. I. as stated. CJR and Rosenberg admit that when Global Link engaged in the business practice called "re-routing", Global Link would typically not submit a request to MOL and would not pay the difference in rate (to the extent there would have been any, which CJR and

Rosenberg deny) or any diversion charges (same). CJR and Rosenberg show further that MOL was aware that Global Link engaged in this practice, approved of the practice, encouraged Global Link to continue the practice due to the impracticality of and administrative burden associated with negotiating a multiplicity of contract points, and did not object to the fact that Global Link would not submit a request to MOL when it re-routed shipments. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link's conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link, although CJR and Rosenberg are aware that Global Link continued the practice of re-routing following the period of time in which CJR was an owner of Global Link into the middle of 2007.

J. The true destinations that were hidden from MOL were either points with higher negotiated contract rates than the true destinations, or points with no negotiated rates that Global Link did not seek to add to the contracts. In either instance, the rates paid to MOL for transportation to the sham destinations were less than the rates that were applicable to the actual destinations and that should have been paid to MOL by Global Link. Obtaining the lower rates was the reason for the practice and for the concealment of Global Link's activities from MOL.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. J. of the Complaint as stated. CJR and Rosenberg admit that in some instances in which Global Link re-routed shipments, the rates paid to MOL for transportation to the location provided to MOL were lower than the rates to the actual location where the shipment was delivered, and in other instances, the rates were higher. CJR and Rosenberg further admit that in some but not all instances in which Global Link re-routed shipments, the location where the shipment was delivered was a point with no negotiated rate in the service

contract and which Global Link did not seek to add to the contract. CJR and Rosenberg deny that one of the reasons for “re-routing” was to reduce Global Link's costs. CJR and Rosenberg show further that MOL was aware that Global Link engaged in this practice, approved of the practice, and encouraged Global Link to continue the practice due to the impracticality of and administrative burden associated with negotiating a multiplicity of contract points. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link’s conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link. CJR and Rosenberg deny the remaining allegations contained in paragraph IV. J. of the Complaint.

K. In order to conceal the true destinations from MOL, Global Link employees created false invoices, addresses, and bills of lading. Global Link employees were often trained and reminded not to tell representatives of MOL of the true destination of goods that were diverted, and in fact, they were trained to lie if they were asked. Moreover, Global Link employees were taught how to find real addresses in the false destination cities to avoid tipping off carriers that the destinations provided to the carriers were phony.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. K. of the Complaint as stated. Answering further, CJR and Rosenberg are without information or knowledge sufficient to form a belief as to the truth of any allegations concerning Global Link’s conduct, activities, or business with MOL during the period of time from June 8, 2006 through the present when CJR was not an owner of and Rosenberg was not an officer or director of Global Link.

L. The purpose and result of Global Link's false booking practice was to obtain shipping services from ocean carriers, including MOL, at rates better than the rates which Global Link was otherwise required to pay. Global Link's scheme resulted in

MOL being underpaid by hundreds of dollars per container for thousands of containers, causing MOL to suffer damages of no less than \$4.5 million.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph IV. L.

M. In August of 2008, MOL received a subpoena from Global Link seeking testimony about the split routing practices in connection with Global Link's arbitration with Olympus Partners, OEF, OGF, Mischianti, Cardenas, Heffernan, CJR, Rosenberg, and others. At that time, MOL spoke with counsel for Global Link about the practices and MOL advised Global Link that if such practices occurred, they would have been at MOL's expense. MOL accordingly requested a full accounting of the amounts that were improperly billed and recovery of same. Global Link has not provided such an accounting and has not compensated MOL for its damages.

ANSWER: CJR and Rosenberg are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph IV. M. of the Complaint and therefore deny the same.

V. Violations of the Shipping Act of 1984

A. As described in Part IV above, the Respondents engaged in a willful and deliberate fraudulent scheme to obtain ocean transportation for property for less than the rates and/or charges that would otherwise apply in violation of Section 10(a)(1) of the Shipping Act, 46 U.S.C. § 41102 (a).

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph V. A. of the Complaint.

B. The Respondents' fraudulent actions and willful efforts to conceal information from MOL in an effort to obtain better rates constituted a failure to establish, observe and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, and delivering property in violation of Section 10(d)(1) of the Shipping Act, 46 U.S.C. § 41102 (c).

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph V. B. of the Complaint.

C. Respondents' fraudulent practices, including the provision of false information and documents to MOL, violated 46 C.F.R. § 515.31(e), which prohibits the making or provision of false or fraudulent claims or false information.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph V. C. of the Complaint.

VI. Injury to MOL

A. As a direct result of the violations of the 1984 Act by the Respondents, MOL was underpaid by hundreds of dollars per container, causing MOL to suffer damages of no less than \$4.5 million. The full extent of damages can only be determined after obtaining discovery and thereby securing information about the containers, destinations, and rates involved.

ANSWER: CJR and Rosenberg deny the allegations contained in paragraph VI. A. of the Complaint.

VII. Prayer for Relief

A. Statement Regarding ADR Procedures: Alternative dispute resolution procedures were not used prior to filing the complaint and complainant has not consulted with the Commission Dispute Resolution Specialist about utilizing alternative dispute resolution.

ANSWER: CJR and Rosenberg admit that MOL did not use any alternative dispute resolution procedures with respect to their purported claims against CJR and Rosenberg prior to filing the Complaint. CJR and Rosenberg are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph VII. A. of the Complaint and therefore deny the same.

B. WHEREFORE, MOL prays that the Respondents be required to answer the charges in this Complaint; that after due hearing and investigation an order be made commanding the Respondents to cease and desist from the aforementioned violations of the Shipping Act and Commission regulations and to establish and put in force such practices as the Commission determines to be lawful and reasonable; that an order be made commanding Respondents to pay MOL reparations for violations of the Shipping Act, plus interest, costs, and attorney's fees, and any other damages to be determined; and that such other and further relief be granted as the Commission determines to be proper, fair, and just in the circumstances.

ANSWER: CJR and Rosenberg deny that MOL is entitled to any of the relief set forth in paragraph VII. B. of the Complaint.

C. MOL requests a hearing on this matter, and further requests that the hearing be held in Washington, D.C.

ANSWER: Paragraph VII. C. of the Complaint does not require a response from CJR and Rosenberg.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim for which relief can be granted in that, in alleging violations of Section 10(a) of the Shipping Act, 46 U.S.C. § 41102(a), MOL has alleged violations grounded in fraud with particularity and the Complaint fails to allege fraud with particularity as to Respondents CJR and Rosenberg, as required by Fed. R. Civ. P. 9(b), applicable pursuant to 46 C.F.R. § 502.12.
2. The Complaint fails to state a claim for which relief can be granted in that the Complaint fails to allege with particularity how CJR, an alleged owner of Global Link during part of the relevant period, dominated and controlled Global Link under the test for piercing the corporate veil, as required by Fed. R. Civ. P. 9(b) when fraud is a necessary element of the alleged violations.
3. The Complaint fails to state a claim for which relief can be granted in that the Complaint fails to allege with particularity how Rosenberg, during the relevant period, dominated and controlled Global Link, under the test for piercing the corporate veil, as required by Fed. R. Civ. P. 9(b) when fraud is a necessary element of the alleged violations.
4. "Split routing" or "re-routing" is a common practice in the NVOCC industry, and is not a violation of Section 10(a)(1) of the Shipping Act, 46 U.S.C. § 41102(a), as alleged.
5. To the extent that the Administrative Law Judge finds that any alleged conduct by CJR, Rosenberg, or the other Respondents would constitute a violation of Section 10(a)(1) of the Shipping Act, 46 U.S.C. § 41102(a), the Complaint is barred by illegality in that MOL's knowledge of, participation in, and encouragement of said conduct would constitute a violation of Sections 10(b)(1) and (2)(A) of the Shipping Act, 46 U.S.C. §§ 41104(1) and 2(A), and also would constitute an unjust and unreasonable practice in violation of Section 10(d)(1) of the Shipping Act, 46 U.S.C. § 41102(c).
6. The Complaint is barred by illegality in that MOL's failure to have suitable tariff rates on file for Global Link's shipments constitutes an unfair and unjust discriminatory practice in violation of Section 10(b)(4) of the Shipping Act, 46 U.S.C. § 41104(4), and an undue and unreasonable prejudice or disadvantage in violation of Section 10(b)(8) of the Shipping Act, 48 U.S.C. § 41104(8).

7. The Complaint is barred because MOL has suffered no damages as a result of any conduct alleged against CJR, Rosenberg, or the other Respondents, and such claims are in violation of Section 10(d)(1) of the Shipping Act, 46 U.S.C. § 41102(c).
8. The Complaint is barred by the applicable statute of limitation and/or the doctrine of laches.
9. The Complaint is barred by estoppel and/or waiver in that MOL knowingly participated in, approved of, failed to object to, and encouraged the practice of "re-routing" at Global Link.
10. The Complaint is barred by MOL's unclean hands and/or the doctrine of *in pari delicto* in that MOL knowingly participated in, approved of, failed to object to, and encouraged the practice of "re-routing" at Global Link.
11. CJR and Rosenberg reserve the right to adopt and rely upon any affirmative defenses and matters of avoidance which may be asserted by other Respondents in this matter.
12. CJR and Rosenberg also reserve the right to assert and rely upon any additional affirmative defenses and matters of avoidance as may be disclosed during the course of additional investigation and discovery.

A hearing is hereby requested in Washington D.C. to adduce evidence from witnesses as may become apparent during discovery.

Respectfully submitted,

By:



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404-233-1943 (Facsimile)

Attorneys for Respondents:

CJR WORLD ENTERPRISES, INC. and
CHAD J. ROSENBERG

Dated in Washington, D.C., this ninth day of July, 2010.

VERIFICATION

Respondent Chad Rosenberg declares and states that he is the President of Respondent CJR World Enterprises, Inc. in this proceeding, and that the foregoing Verified Answer are 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 Respondents Chad Rosenberg and CJR World Enterprises, Inc.

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

Executed on July 9th, 2010



State of Georgia County of DeKalb, SS: Chad Rosenberg being first duly sworn on oath deposes and says that he is the President of CJR World Enterprises, Inc. and is the person who signed the foregoing verification; that he has read the Verified Answer and that the facts stated therein, upon his own information and upon information received from others, affiant believes to be true.

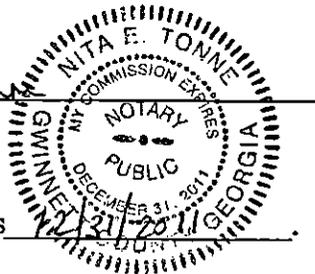
Subscribed and sworn to before me, a notary public in and for the State of Georgia County of DeKalb this 9th day July, A.D. 2010.

[Seal]

Nita E. Tonne

(Notary Public)

My Commission Expires



CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon the following individuals (s) via e-mail and first class mail, postage prepaid:

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Dated in Washington, D.C., this ninth day of July, 2010.