

**CHAE AND ASSOCIATES, P.C.**

3010 LBJ Freeway, Suite 750  
Dallas, Texas 75234

**ORIGINAL**

Telephone (972)484-5580

2009 MAR 31 PM 1:30

Fax (972)484-5582

March 23, 2009

OFFICE OF THE  
FEDERAL MARITIME COMMISSION

Date 4/22/09  
8056  
67  
Received by mpa

Federal Maritime Commission  
Office of the Secretary  
800 N. Capitol Street, NW  
Washington, DC, 20573

RE: Filing of a Request for Informal Adjudication of Small Claim  
against OTI/NVOCC and OCC under the Shipping Act

- Claimant: DSW INTERNATIONAL, INC.(Shipper and Owner of Cargo),  
Arinze Udegbune, President  
11180 Harry Hines Blvd., Suite 110, Dallas, Texas 75229, USA
- Respondent (1), COMMONWEALTH SHIPPING, INC.(OTI/NVOCC),
- Respondent (2), ABOU MERHI LINES, LLC.(OCC).

Dear Secretary of the Commission:

Please be advised that this law firm represents the above-referenced Claimant, DSW INTERNATIONAL, INC., Arinze Udegbune, President, 11180 Harry Hines Blvd., Suite 110, Dallas, Texas 75229, which does hereby file with the Commission a Complaint for Informal Adjudication of Small Claim under the Shipping Act.

This Complaint is filed against the two Respondents listed below.

- (1) COMMONWEALTH SHIPPING, INC. is an OTI/NVOCC. Its president is Victor K. Onyeujo and its mailing address is 9560 Skillman Road, Suite 100, Dallas, Texas 75243, USA, and
- (2) ABOU MERHI LINES, LLC. Is an OCC. Its mailing address is 13453 N. Main Street, Suite 505, Jacksonville, Florida 32218, USA, and it has a second mailing address at 7939 Honeygo Blvd., Baltimore, Maryland 21290, USA.

This case is basically a consumer(shipper) protection case. One of the major functions of the Federal Maritime Commission being consumer protection, I believe the Commission does have jurisdiction over this case under the Shipping Act.

After conducting a legal research, I am hereby filing this case with the Office of the Secretary as an Informal Petition to invoke the official, regulatory, investigative, and adjudicative jurisdiction of the Commission, not as that of a consumer complaint seeking a consumer dispute resolution service of the Commission. The amount of the damages demanded is less than \$50,000.00 without adding the attorney's fees. Knowing that judicial litigation is a

cumbersome and time-consuming course for a case the stake of which is less than \$50,000, my client(the Claimant herein) has chosen adjudicative proceedings at the Commission.

I hereby request that this case be assigned to the Informal Petition docket. You will find that a detailed account of the facts of the case is described in detail in the Claimant's Sworn Statement requesting Informal Adjudication of a Small Claim, three copies of which are enclosed herewith. All evidentiary documents relevant and available are attached to the Sworn Request and are attached thereto as Exhibit 1 through Exhibit 8. Obviously, the two Respondents, COMMONWEALTH SHIPPING, INC.(OTI or NVOCC) or ABOU MERHI LINES, LLC.(OCC) should be in possession of much more papers and documents.

Enclosed herewith is my company check in the amount of \$67.00 to cover your filing fee. Thank you for your assistance and cooperation in this matter. Looking forward to hearing from you a favorable result within a reasonably prompt time period,

Very truly yours,

A handwritten signature in black ink, appearing to read "Don B. Chae". The signature is fluid and cursive, with a large initial "D" and "C".

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

RECEIVED

REQUEST FOR INFORMAL ADJUDICATION OF SMALL CLAIM

2003 MAR 31 PM 1:30

**FEDERAL MARITIME COMMISSION  
WASHINGTON, D.C.**

OFFICE OF THE CLERK  
FEDERAL MARITIME COMMISSION

Informal Docket No. 1898(1)

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

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

(2) ABOU MERHI LINES, LLC.  
13453 N. Main Street, Suite 505, Jacksonville, Florida 32218, USA or  
7939 Honeygo Blvd., Baltimore, Maryland 21290, USA,  
OCC

---

I. The Claimant, the undersigned affiant, Arinze Udegbune, is the president of DSW INTERNATIONAL, INC. a Texas corporation, duly organized and existing under the laws of the state of Texas. I, the Claimant, make this sworn statement in the capacity of the president of said DSW International, Inc., as well as in my individual capacity, for the purpose of filing a Request for Informal Adjudication of A Small Claim(hereafter "Complaint") with the Federal Maritime Commission (hereinafter "the Commission"), against the two Respondents listed hereabove. I, the Claimant, am over the age of eighteen, and am competent and not incompetent, in every manner to make this sworn statement.

II. The Claimant, DSW International, Inc.(hereinafter the "Claimant"), is a shipper and owner of the cargo involved herein. The liable parties(hereinafter the "Respondents") against whom the Claimant files this Complaint are Commonwealth Shipping, Inc., an OTI/NVOCC, (hereafter "Respondent Commonwealth") and Abou Merhi Lines, LLC., an OCC(hereafter "Respondent Abou Merhi").

III. The Claimant and the Respondents made and entered into an ocean shipping agreement for international ocean transportation of the Claimant's cargo. Thereafter, in the course of the international ocean shipping, Respondents committed gross negligence, breached the agreements and violated the terms of the Shipping Act of 1984 as modified by the Ocean Shipping Reform Act of 1998(hereafter "the Shipping Act"). The Complaint filed herein is a matter over which the Commission may exercise jurisdiction per the Shipping Act.

IV. The Claimant respectfully requests that the Commission investigate this matter of breach of contract and violation of the Shipping Act by the Respondents. The Claimant further requests the Commission and the Settlement Officer find that the Respondents violated the Shipping Act and that as a direct and proximate result of their violations thereof the Claimant sustained an actual damage in the amount of \$45,400.00. The Claimant further respectfully requests that the Commission order the Respondents to pay, jointly and severally, to the Claimant reparations and damages in the following amounts: \$45,400.00 for actual damages, pre-judgment interest at the rate of ten percent(10%) per annum and post-judgment interest at the rate of twelve percent(12%) per annum, \$7,500.00 for reasonable and necessary attorneys fees, and all costs and expenses the Claimant has expended to prosecute this Complaint.

V. The Claimant is DSW International, Inc., a shipper and owner of the cargo involved in this Complaint. The Claimant is a Texas corporation, and its mailing address is 11180 Harry Hines Blvd., Suite 110, Dallas, TX 75229. The affiant herein, Arinze Udegbune, is the president of the complaining corporation. The Claimant did pay all charges and fees under the tariff in connection with the ocean transportation of the freight involved herein.

VI. This Complaint is filed against the following two Respondents.

(1) COMMONWEALTH SHIPPING, INC., an OTI and/or NVOCC. At the time of the shipping contract, Respondent Commonwealth represented himself as a freight forwarder with the Federal Maritime Commission License Number of 019202. The mailing address of Respondent Commonwealth was 9560 Skillman Road, Suite 100, Dallas, Texas 75243, and

(2) ABOU MERHI LINES, SAL, an OCC, whose mailing address is 13453 N. Main Street, Suite 505, Jacksonville, FL 32218. Respondent Abou Merhi also had an address of 7939 Honeygo Blvd., Baltimore, Maryland 21290, USA.

VII. The facts and content of the Complaint are described in detail herebelow.

Claimant, DSW INTERNATIONAL, INC., Arinze Udegbune, President, is an exporter to foreign countries of used motor vehicles. On or about June 16, 2008, the Claimant retained Respondent Commonwealth Shipping of 9560 Skillman Road, Suite 100, Dallas, TX 75243, as an international freight forwarding agent(or OTI or NVOCC) to have two units of used automobile vehicles shipped to Nigeria.

The two vehicles were:

- (1) Used 2004 Ford Explorer 4-Door Sports Truck, VIN 1FMZU67K44UB59703, and
- (2) Used 2001 Honda Accord Passenger car, VIN 1HGCG16541A.

VIII. The Claimant/Shipper instructed Respondent Commonwealth to find a safe, reliable, reputable, and suitable ocean carrier to transport said two automobiles to Nigeria. The Consignee designated was UDEMBA ELECTRONICS COY LTD of 133 Idewu Industrial, Olodi-Apapa, Lagos, Nigeria, and the foreign port of unloading was designated as COTONOU.

Of course, the Claimant (Shipper/Owner of the Cargo) did pay all shipping charges and other costs under the tariff for the transportation of those two items of freight. Enclosed are copies of all relevant documents to indicate the transaction, including but not limited to the Bills of Lading issued by Respondent Commonwealth.

IX. Respondent Commonwealth did subsequently retain an international ocean common carrier by the name of ABOU MERHI LINES, SAL, which is currently located at 13453 N. Main Street, Suite 505, Jacksonville, FL 32218. Said Respondent Abou Merhi also issued two Bills of Lading, one each for each of the two vehicles, to Respondent 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 enclosed herewith as Exhibits.

X. The ocean transportation of the shipment should not take more than three months at the most. By mid-October 2008, more than four months had passed, but the Consignee in Nigeria failed to receive a Telex Release from the ocean common carrier. Upon inquiry after inquiry, the most the Claimant (Shipper and Owner of the cargo) heard from Respondent Commonwealth (the Ocean Transportation Intermediary) was that Respondent Abou Merhi (the Ocean Common Carrier) had stated the shipment of the two motor vehicles could not be located, i.e., the two automobile vehicles were lost in transit and their whereabouts could not be located.

XI. This is an extreme and egregious case of gross negligence. The Claimant is a merchant honorable and reputable. The loss of the two vehicles herein will be a tremendous blow to the Claimant company and it will have drastic and long-lasting unfavorable effects upon the Claimant's business turnover.

XII. Under the Shipping Act and under its many 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. An OCC is specifically prohibited from "unreasonably refus[ing] to deal or negotiate" with the shipper. Section 10(b)(10) of the Shipping Act.

XIII. The Claimant has made numerous and repeated requests, requesting that the two Respondents herein locate and find the two vehicles at the earliest possible time. But Respondent Abou Merhi (the OCC herein) has absolutely refused to even to talk to or communicate with the Claimant. Despite the Claimant's numerous and repeated demands to the two Respondents, the two Respondents refused to cooperate and negotiate with the Claimant. Because of Respondent Abou Merhi's (the OCC's) refusal to communicate and/or negotiate with the Claimant, it has been impossible for the Claimant to obtain any relief.

XIV. Now, there is no other alternative action that the Claimant can take with the Respondents. That is why the Claimant is hereby filing this Complaint, requesting that the Commission exercise its regulatory and investigative jurisdiction in this matter and make an informal adjudication of this claim under the Shipping Act.

XV. If the two vehicles(shipped by the Claimant) have indeed been lost in transit and the Respondents cannot find them within a reasonable period of time while the Commission investigates the case, the Claimant has no other alternative but to respectfully request that the Commission determine the two Respondents are, jointly and severally, liable to the Claimant for the loss of the cargo. The Claimant does respectfully request the Commission and the Settlement Officer make a finding that the two Respondents are jointly and severally liable to the Claimant for their breach of contract, their gross negligence, and their violation of the provisions of the Shipping Act, and further that as a direct and proximate result thereof the Claimant suffered a serious damage. The Claimant prays that the Commission and the Settlement Officer order that two Respondents pay, jointly and severally, a reparation and damages for such liability.

XVI. The following is a list of damages, that are currently calculable and available, which the Claimant does demand that the Respondents pay jointly and severally to the Claimant.

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 the two vehicles from Dallas, Texas, to Jacksonville, Florida, \$1,000.00(or \$500 per vehicle),
4. The storage charges for the two vehicles, \$600.00(or \$300 per vehicle),
5. Prepaid Shipping Charges, \$3,200.00(or \$1,600 for each vehicle),

XVII. The total amount of damages the Claimant demands from the two Respondents (OCC Abou Merhi Lines, LLP. and OTI/NVOCC Commonwealth Shipping, Inc.), jointly and severally, is therefore \$45,400.00. Additionally, the Claimant has already paid, and/or has agreed to pay reasonable and necessary attorneys fees to Chae and Associates, PC, located at 3010 LBJ Freeway Suite 750, Dallas, TX 75234, for the legal services the law firm rendered. The law firm has rendered legal services to prosecute the legitimate claims of the Claimant. The necessary and reasonable attorneys fees in this case have been \$7,500.00, which the Claimant does request the Commission to order the Respondents to pay to the Claimant on a joint and several basis.

XVIII. Additionally, the Claimant requests that pre-judgment interest on the total amount of the damages at the rate of ten percent(10%) per annum be awarded from the date the cause of action arose to the date of the judgment issued by the Commission, and post-judgment interest at the rate of twelve percent(12%) per annum be awarded from the date the Commission issues its

judgment until the judgment is paid in full. The Claimant further requests that the Commission order the Respondents to pay to the Claimant any and all costs and expenses which the Claimant has expended in the course of prosecuting the claim herein.

XIX. After the passage of this much time since the Respondents undertook the shipment of the two units of vehicles under the international shipping contract, at this time the Claimant does believe time is of the essence in this matter. The Claimant 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.

XX. The Claimant hereby authorizes the Commission and its Settlement Officer to determine the above-said claim pursuant to the informal procedure outlined in Subpart S(46 CFR 502.301-502.305) of the Commission's informal procedure for adjudication of small claims subject to discretionary Commission review. Attached are copies of bill of lading, copies of correspondence, or other documents in support of the claim.

The undersigned Claimant looks forward to hearing from the Commission and its Settlement Officer a prompt and favorable adjudication in this matter,

Date: March 23, 2009

Claimant's Signature: \_\_\_\_\_

Claimant: Arinze Udegbune, President, in his representative capacity on behalf of DSW International, Inc. and in his individual capacity, 11180 Harry Hines Blvd., Suite 110, Dallas, Texas 75229, USA.

Signature of Claimant's Attorney: \_\_\_\_\_

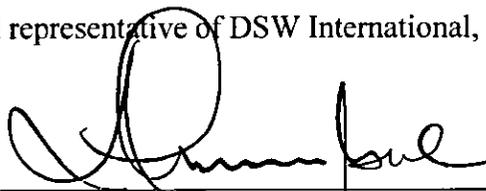
Name and Address: Don B. Chae, Attorney at Law  
3010 LBJ Freeway, Suite 750, Dallas, Texas 75234, USA.

**VERIFICATION**

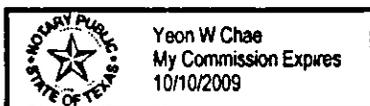
The State of Texas \*  
County of Dallas \*

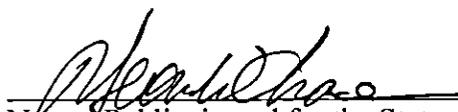
THIS IS TO CERTIFY that on this day the above-said Claimant personally appeared before me, the undersigned authority, and, being first duly sworn by me upon his oath deposed and stated that he has knowingly and voluntarily made the above statement, that all the facts set forth therein without qualification are true and correct, that the facts stated therein upon information received from others the claimant 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.

  
\_\_\_\_\_  
Arinze Udegbune, Claimant

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public in and for the State of Texas, County of Dallas, on this 23<sup>rd</sup> day of March, 2009.



  
\_\_\_\_\_  
Notary Public, in and for the State of Texas

## LIST OF EXHIBITS

- Exhibit 1. Copies of the two Bills of Lading, issued by Respondent COMMONWEALTH SHIPPING, INC.(a Forwarding Agent) to Claimant DSW INTERNATIONAL, INC., Shipper of the cargo involved herein, dated 06/16/2008, 2 pages,
- Exhibit 2. Copies 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, 2 pages,
- Exhibit 3. One page copy of Claimant DSW INTERNATIONAL, INC.'s business card,
- 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 Claimant 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 Claimant's counsel wrote to Respondent ABOU MERHI LINES(USA), LLC.(OCC). The letter is dated November 7, 2008, and its purpose was for inquiry and demand for damages, 2 pages,
- Exhibit 8. A copy of the one-page letter the Claimant's counsel wrote to Respondent COMMONWEALTH SHIPPING, INC.(OTI/NVOCC). This letter dated November 25, 2008, is a demand either to locate the two vehicles or to pay damages to the Claimant(Owner of the cargo).





EX. 2

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

# BILL OF LADING

PAGE 2

Freight Forwarder  
FMC

CONSIGNEE (To be filled in by party and address. Carrier not responsible for failure to deliver)  
UDEMBA ELECTRONICS COY LTD.  
133 IDEWU INDUSTRIAL  
OLODI APAPA, LAGOS, NIGERIA

B/L-No.  
Ref-No CTU0797  
217/3013818  
813C-FC



## ABOU MERHI LINES sal

Beirut - Lebanon

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

IN TRANSIT TO NIGERIA  
SAME AS CONSIGNEE  
PLACE OF RECEIPT BY PRE-CARRIER\*

OCEAN VESSEL: SUNBELT DIXIE  
PORT OF LOADING: JACKSONVILLE  
PORT OF DISCHARGE: COTONOU  
PLACE OF DELIVERY BY O/CARRIER\*

MARKS AND Nos.	No. of Units	Kind of Packages, Description of Goods	GROSS WEIGHT	MEASUREMENT
1/N: FMZU67K44UB59703	1	SECOND HAND MOTOR VEHICLE 2004 FORD EXPLORER AES ITN X20080527043537	2.012 KG	579,20 CuFT 16.40 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 vehicles 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 carriers' rights and responsibilities in the event of loss or damage by means 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 its always effort, 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 others(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 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 Copies: 3	Place and Date of Issue BALTIMORE, MD 06-06-2008 Signature ABOU MERHI LINES (USA) LLC 7939 HONEYGO BOULEVARD BALTIMORE, MARYLAND 21290
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**SHIPPER**  
 COMMONWEALTH SHIPPING INC.  
 9560 SKILLMAN ST., SUITE 100  
 75243 DALLAS

**BILL OF LADING**

PAGE 2

Freight Forwarder  
 FMC

**CONSIGNEE** (OWNER OF GOODS SHIPPED UNDER THIS BILL OF LADING IS RESPONSIBLE FOR PAYING TO SHIPPER)  
 UDEMBA ELECTRONICS COY LTD.  
 133 IDEWU INDUSTRIAL  
 OLODI APAPA, LAGOS, NIGERIA

B/L-No. CTU0796  
 Ref.-No. 217/3013623  
 813CJC



**ABOU MERHI LINES** sal  
 Beirut - Lebanon

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

IN TRANSIT TO NIGERIA  
 SAME AS CONSIGNEE

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: HGCG16541A079154	1	SECOND HAND MOTOR VEHICLE 2001 HONDA ACCORD LX AES ITN X2008052073296	1.386 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 not 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 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 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 B/L 3/THREE	Place and Date of Issue BALTIMORE, MD 06-06-2008 Signature ABOU MERHI LINES ( USA ) LLC 7939 HONEYGO BOULEVARD BALTIMORE, MARYLAND 21290
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EX. 3



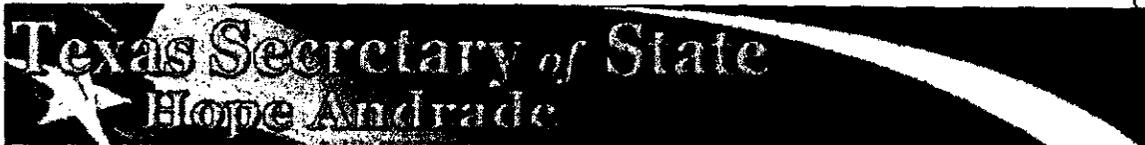
**DSW International, Inc.**

Sports / Streetwear • Luggage & Accessories • Auto Brokers

DSW Sports & Imports  
11180 Harry Hines Blvd., #110  
Dallas, TX 75229  
udegbune@aet.com  
7/21/80

972-488-1800  
972-488-1809  
214-557-7010

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 AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
<b>Name</b>		<b>Address</b>		<b>Inactive Date</b>	
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.

Ex. 6

mail@commonwealthglobal.com

From: <accounting.usa@aboumerhllines.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 Gordon*

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

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

Visit our website at: [www.aboumerhllines.com](http://www.aboumerhllines.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. maxcheskie @ aboumerhllines.com*  
*Jordan. maxcheskie @ aboumerhllines.com*

**CHAE AND ASSOCIATES, P.C.**

3010 LBJ Freeway, Suite 750  
Dallas, Texas 75234

Ex. 7

Telephone (972)484-5580

Fax (972)484-5582

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,