

(S E R V E D)
(JUNE 13, 1996)
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

WASHINGTON, D. C.

June 12, 1996

DOCKET NO. 95-17

DOT TRADING, INC. AND DANNY APELBOIM

v.

**OCEAN EAGLE CONTAINER LINE, INC. AND
NATHANIEL ABRAMS AND DANIEL ABRAMS**

**ORDER ADOPTED REQUIRING IMMEDIATE PAYMENT
OF ENTIRE SETTLEMENT AMOUNT**

Respondent Nathaniel Abrams entered into a Corrected Settlement Agreement, approved by the undersigned on March 8, 1996, and promised to pay complainant Danny Apelboim \$1,000 on April 1, 1996, with additional subsequent payments of \$833.33 on the first of each month until \$11,000 has been paid. Mr. Abrams did not make the initial payment of \$1,000 on April 1, 1996. He was granted a further extension of time to May 15, 1996, but has failed to make the initial payment. Complainant Danny Apelboim has requested that appropriate action be taken.

In the circumstances, by order of May 28, 1996, respondents Ocean Eagle Container Line, Inc., Nathaniel Abrams, and Daniel Abrams were required to show cause on or before June 7, 1996, why the entire amount owed of \$11,000 should not become immediately due and payable because of the breach of, and the failure of respondents to abide by, the terms of the settlement agreement and subsequent orders. Respondents have not replied to that May 28, 1996 show cause order.

It must be recognized that the settlement was a compromise; that the complaint alleged that the respondents, Ocean Eagle Container Line, Inc., Nathaniel Abrams, and Daniel Abrams committed an unreasonable practice in violation of the Shipping Act of 1984 ("1984 Act"), and the elementary duty of a common carrier, by not only failing to deliver (or return to complainant Danny Apelboim) a container of dented cans of food from Miami, FL, to Haiti in April 1995 and retaining the prepaid freight of \$3,000, but also causing said complainant additional consequential damages allegedly totaling \$79,118 for which complainant Danny Apelboim sought reparation, interest and attorneys' fees.

Agencies must protect their integrity and assure the orderly conduct of business in order to maintain their effectiveness. Adherence to agency procedure and orders is necessary to maintain the agency's integrity and to ensure the orderly conduct of agency business in a manner protective of the rights of all parties. *Interpol, Ltd. et al. v. Pacific Westbound Conf. et al.*, 22 F.M.C. 762, 767 (1980). The breach of the agreement is a violation of the show cause order of May 28, 1996, and ancillary jurisdiction to enforce the agreement exists. *Kokkonen v. Guardian Life Ins. Co.*, 128 L.Ed. 2d 391, 397 (1994). (The parties' obligation to comply with the terms of the settlement agreement had been made

part of the order of dismissal.) Moreover, the order expressly reserved continuing jurisdiction. Cf. *Hogestad v. Tragesser*, 49 F.3d 1430 (9th Cir. 1995).

In the circumstances, an order will be issued requiring the immediate payment of the entire settlement amount of \$11,000.

IT IS ORDERED:

Respondents Ocean Eagle Container Line, Inc., Nathaniel Abrams, and Daniel Abrams are ordered to pay complainant Danny Apelboim \$11,000 immediately.


Frederick M. Dolan, Jr.
Administrative Law Judge