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**BEFORE THE
FEDERAL MARITIME COMMISSION**

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

Docket No.: *15-11*

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

Complainants,

— vs. —

**MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

Respondents.

VERIFIED COMPLAINT

Complainants Igor Ovchinnikov, Irina Rzaeva, and Denis Nekipelov ("Complainants") by their undersigned attorneys, Marcus A. Nussbaum, Esq. and Seth M. Katz, Esq., file this Complaint against the respondents herein, alleging violations of the Shipping act of 1984, 46 U.S.C. §40101, et. Seq. (the "Shipping Act") as follows:

I. Complainant

1. Complainant Igor Ovchinnikov is an individual residing at 22 Obskaya Street, Khanty-Mansiysk, in the Russian Federation.
2. Complainant Irina Rzaeva is an individual residing at 18 Sorvacheva Street, Syktyvkar, in the Russian Federation.
3. Complainant Denis Nekipelov is an individual residing at 45-1-183 Prospect Nastavnikov, St. Petersburg, in the Russian Federation.

II. Respondents

4. Respondent Michael Hitrinov a/k/a Michael Khitrinov ("Hitrinov") is an adult individual and is a resident of the State of New York who maintains a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223.

5. Hitrinov is a "person" pursuant to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 ("Shipping Act").

6. Hitrinov is also an owner of respondent and shipping company Empire United Lines Co., Inc.

7. Respondent Empire United Lines Co., Inc. ("EUL") is a closely held corporation organized and existing under the laws of the State of New York with a principal place of business at 2303 Coney Island Avenue, Brooklyn, NY 11223. EUL also maintains a place of business at 52 Butler Street, in Elizabeth, New Jersey.

8. Upon information and belief, EUL has bond coverage with Banker's Insurance Company, as required by the Shipping Act. EUL's NVOCC Bond No. is JGINVOC2828.

9. Respondent CarCont Ltd. ("CarCont") is a company with business address Merituulentie 424, 48310, Kotka, Finland, which released the Complainant's vehicle to persons other than Complainants at the direction and request of EUL and Hitrinov. Upon information and belief, CarCont is owned by Hitrinov.

10. Hitrinov is the Chairperson of the Board of CarCont, with signatory authority and direct control over respondent CarCont.

11. The operation and supervision of CarCont's day-to-day activities are conducted by respondent Hitrinov.

12. Respondent EUL is in the business of providing services as an ocean

transportation intermediary, and operates as a non-vessel operating common carrier ("NVOCC").

13. Hitrinov is the president and/or chief operating officer and/or chief executive officer of EUL.

14. Hitrinov is the sole principal of EUL.

15. The operation and supervision of EUL's day-to-day activities are conducted by respondent Hitrinov.

16. At all times hereinafter mentioned, EUL is and was licensed by the Federal Maritime Commission as a non-vessel operating common carrier ("NVOCC") under license number 012052.

17. There is an interlocking relationship between Hitrinov and the two corporate respondents EUL and Carcont as evidenced by:

- a. pervasive control over both corporations;
- b. negotiations by corporate officers of one corporation on behalf of another corporate entity (e.g., Hitrinov negotiating on behalf of EUL and CarCont);
- c. intermingling of activities with substantial disregard of the separate nature of the corporate entities;
- d. serious ambiguity about the manner and capacity in which the various parties and their respective representatives are acting;
- e. common ownership;
- f. common management;
- g. common financing;
- h. commingling of funds;
- i. commingling of loans;
- j. operations in each others' names;
- k. impermissible personal payments and asset transfers;

1. usage of the same internet domain names and email addresses registered to said domains.

18. The closeness of their relationships indicates that individual respondent Hitrinov is the alter ego of the corporate entities and piercing the corporate veil is necessary to avoid injustice and fundamental unfairness.

19. At all times relevant to the instant lawsuit, respondents EUL, CarCont, and Hitrinov were united in interest such that they are one and the same.

20. EUL and CarCont are "affiliates" as defined by 46 CFR §532.3.

21. At all times relevant to the instant lawsuit, EUL and Hitrinov: (a) ordered cargo to port; (b) prepared and/or processed export declarations; (c) booked, arranged for, and confirmed cargo space; (d) prepared and processing delivery orders and/or dock receipts; (e) processed ocean bills of lading; (f) arranged for warehouse storage; (g) cleared shipments in accordance with United States Government export regulations; (h) handled freight or other monies advanced by shippers, and/or remitted or advanced freight or other monies or credit in connection with the dispatching of shipments; (i) coordinated the movement of shipments from origin to vessel; and (j) give expert advice to exporters concerning problems germane to the cargoes' dispatch.

22. At all times relevant to the instant lawsuit, respondent Hitrinov knowingly and intentionally used the corporate form of respondents EUL and CarCont to perpetrate tortious and other wrongful conduct against the Complainants.

III. Jurisdiction

23. The Federal Maritime Commission ("FMC") has subject matter jurisdiction over the claims in this action as this matter relates to contracts for carriage of goods by sea from ports of the United States in foreign trade and thus comes under the Carriage of Goods by Sea Act

("COGSA"), 46 U.S.C.S. § 30701, and the Shipping act of 1984, 46 U.S.C. §40101, et. Seq.

24. Complainants are seeking reparations for injuries caused to them by EUL, Hitrinov, and CarCont as a result of respondents' violations of 46 U.S.C. §§ 40301, 40302, 40501, 40701, 41102, 41104, 41106, and the FMC's regulations at 46 C.F.R. Part 515, by:

- i. Failing to keep open to public inspection in an automated tariff system, tariffs showing all its rates, charges, classifications, rules, and practices between all points or ports on its own route and on any through transportation route that has been established;
- ii. To the extent that respondents have made tariffs open to public inspection in an automated tariff system, the contents of respondents' tariffs fail to (a) state separately each terminal or other charge, privilege, or facility under the control of the carrier or conference and any rules that in any way change, affect, or determine any part or the total of the rates or charges; and (b) include sample copies of any bill of lading, contract of affreightment, or other document evidencing the transportation agreement;
- iii. Failing to comply with the mandate under the Shipping Act that a new or initial rate or change in an existing rate that results in an increased cost to a shipper may not become effective earlier than 30 days after publication;
- iv. Failing to maintain a rate or charge in a tariff or service contract, or charge or assess a rate, that is below a just and reasonable level;
- v. Failing to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property;
- vi. Having provided service in the liner trade that is not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published the respondent;
- vii. With respect to service pursuant to a tariff, having engaged in unfair and unjustly discriminatory practices in the matter of: (A) rates or charges; (B) cargo classifications; (C) loading and landing of freight; and (D) adjustment and settlement of claims;
- viii. With respect to service pursuant to a tariff, by imposing undue or unreasonable prejudice or disadvantage;
- ix. Unreasonably refusing to deal or negotiate;

- x. Knowingly and willfully accepting cargo from or transporting cargo for the account of an ocean transportation intermediary that does not have a tariff as required by the Shipping Act;
- xi. Imposing undue or unreasonable prejudice or disadvantage with respect to any person; and by unreasonably refuse to deal or negotiate; and
- xii. Detaining and converting Complainants' cargo on the grounds that the principal of Effect/G-Auto (described herein) owed monies to respondents for reasons not related to the shipment of Complainants' cargo. It is an unreasonable and unlawful practice to assert a lien against a shipment for which all freight charges have been paid.

25. EUL is a non-vessel operating common carrier within the meaning of the Shipping Act and is and was licensed by the Federal Maritime Commission as a non-vessel operating common carrier under license number 012052, and thus falls under the jurisdiction of the Commission.

IV. Statement of Facts and Matters Complained of

26. As set forth in detail below, respondents are engaged in the business of exporting used cars (from warehouse to warehouse) from the United States to the states that comprised the former Soviet Union. Respondent EUL shipped Complainants' vehicles from a warehouse operated by EUL in the United States to respondent CarCont's customs bonded warehouse in Kotka, Finland, via ocean going vessel.

27. Respondents EUL, Hitrinov, and CarCont are in the business of providing services as an ocean transportation intermediary, and operate as a non-vessel operating common carrier ("NVOCC"). Respondents arrange for the warehouse to warehouse transport of automobiles overseas for automobile dealerships and personal shippers, and shipped Complainants' automobiles from the United States to a warehouse owned and operated by Hitrinov and CarCont, located in the Port of Kotka, which is a major Finnish sea port that serves the foreign trade of Finland and the United States.

28. Complainants have been forced to bring the instant action as a result of respondents' unlawful conversion of the automobiles owned by Complainants.

29. Empire, as an NVOCC, contracts with its customers as principal, agreeing to transport their goods on a voyage that includes an ocean leg.

30. An NVOCC commonly issues house bills of lading to its customers in its own name, even though it does not operate the ship that will carry the goods on the ocean voyage.

31. The NVOCC buys space on the carrying ship like any other customer, receiving a bill of lading from the owner or charterer of that ship when the goods are loaded on board.

32. Pursuant to rules and regulations promulgated by the FMC including, without limitation, regulations implementing the Shipping Act of 1984, 46 U.S.C. § 40101, et seq, an NVOCC can only charge a shipper prices disclosed in a published tariff filed with the FMC.

33. At all times relevant hereto, a service contract (the "Service Contract") existed between EUL and Mediterranean Shipping Company ("MSC"), which is not a party to this action.

34. Pursuant to the Service Contract between EUL and MSC, EUL was able to obtain container space for Complainants' automobiles aboard a vessel outbound from the Port of Elizabeth, New Jersey, pursuant to the terms of the Service Contract between EUL and MSC.

35. At all times mentioned herein, the business of the companies known as G-Auto Sales, Inc. ("G-Auto") and Effect Auto Sales Inc. ("Effect") which are affiliated with one another, was primarily focused on the sale of used vehicles and the operation of an automobile dealership.

36. At all times mentioned herein, G-Auto/Effect contracted with respondents Hitrinov and EUL to secure shipping and warehouse services related to vehicles sold by G-

Auto/Effect and destined for Kotka, Finland, with the consignee on each shipping bill of lading designated as Defendant CarCont.

Respondents' Unlawful Conversion of the 2009 GMC Acadia Owned by Complainant Igor Ovchinnikov

37. On or about August 21, 2012 complainant Igor Ovchinnikov applied for a loan from a bank in Khanty-Mansiysk, in the Russian Federation (the "Loan"), to finance the acquisition of a 2009 GMC Acadia (VIN#GKLVNED6AJ138200) the ("GMC Acadia"), and for purposes of obtaining funds to pay for customs clearance and other fees related to the purchase and import of the GMC Acadia.

38. On August 22, 2012, after receiving the proceeds of the Loan from the bank, complainant Igor Ovchinnikov purchased the GMC Acadia from G-Auto for a purchase price of \$28,960.00.

39. Upon purchasing vehicle, complainant was provided with an invoice from G-Auto, and a copy of the certificate of title for the vehicle.

40. The funds for the purchase of the GMC Acadia were paid by Complainant Ovchinnikov to G-Auto in three (3) separate wire transactions and the entire amount for the purchase of the GMC Acadia was paid in full by Complainant Ovchinnikov to G-Auto as of October 18, 2012.

41. Prior to export, G-Auto/Effect provided EUL with an original certificate of title for the GMC Acadia so that EUL could perform the customs clearance of the GMC Acadia for export overseas.

42. On or about December 21, 2012, the GMC Acadia was loaded, on board an MSC vessel, and was delivered on or about January 14, 2013 to the customs bonded warehouse owned by Hitriniv/CarCont in Kotka Finland. The EUL booking number for this shipment was

038EUL1046438 and the container number is TCNU8761450.

43. On or about January 15, 2013, Complainant Ovchinnikov contacted CarCont regarding the release of the GMC Acadia and was advised by CarCont that the vehicle would not be released to him.

44. On or about January 15, 2013, Complainant was specifically advised that EUL would not authorize the release of the GMC Acadia because there was an unpaid loan due and owing to EUL by the principal of G-Auto/Effect.

45. The sum of \$1500 representing ocean freight and related charges was paid to EUL by G-Auto per a statement identified as Statement #448, provided by EUL to G-Auto for the ocean freight for two automobiles, to wit: the GMC Acadia, and a 2010 Acura RDX.

46. Upon information and belief, EUL refused to issue individual invoices for the ocean freight for individual automobiles.

47. Subsequent thereto, and after Complainant Ovchinnikov made multiple requests that CarCont release the GMC Acadia to him, Mr. Ovchinnikov was advised by an employee of CarCont that EUL would not authorize the release of the GMC Acadia because there was an unpaid loan due and owing by the principal of Effect/G-Auto to EUL.

48. After investigating the matter further, Complainant Ovchinnikov ascertained that on May 14, 2013, that the GMC Acadia was registered under the name of Vasiliev, Valery Vladirimivich, a Russian citizen residing in St. Petersburg, Russia.

49. EUL, Hitrinov, and CarCont simply converted this automobile and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to EUL and Hitrinov.

Respondents' Unlawful Conversion of the 2011 Jeep Compass Owned by Complainant Irina Rzaeva

50. On or about September 21, 2012 complainant Irina Rzaeva applied for a loan from a bank in Syktyvkar, in the Russian Federation (the "Purchase Loan"), to finance the acquisition of a 2011 Jeep Compass (VIN#1J4NF5FB7BD282296) the ("Jeep Compass"), and for purposes of obtaining funds to pay for customs clearance and other fees related to the purchase and import of the Jeep Compass.

51. On October 5, 2012, after receiving the proceeds of the Purchase Loan from the bank, complainant Irina Rzaeva purchased the Jeep Compass from G-Auto for a purchase price of \$15,920.00.

52. Upon purchasing vehicle, complainant was provided with an invoice from G-Auto, and a copy of the certificate of title for the vehicle.

53. The funds for the purchase of the Jeep Compass were paid by Complainant Rzaeva to G-Auto via a wire transaction and the entire amount for the purchase of the Jeep Compass was paid in full by Complainant Rzaeva to G-Auto on October 8, 2012.

54. Prior to export, Effect/G-Auto provided EUL with an original certificate of title for the Jeep Compass so that EUL could perform the customs clearance of the Jeep Compass for export overseas.

55. On or about November 15, 2012, the Jeep Compass was loaded, on board an MSC vessel, and was delivered on or about December 11, 2012 to the customs bonded warehouse owned by Hitriniv/CarCont in Kotka Finland. The EUL booking number for this shipment was 038EUL1039353 and the container number is TGHU8737440.

56. On or about December 15, 2012 Complainant Rzaeva paid 333,151.29 Russian Rubles or \$16,181.00 U.S. Dollars to the Russian Customs authorities for the customs

clearance/duty for the import of the Jeep Compass.

57. On or about December 16, 2012, Complainant Rzaeva contacted CarCont regarding the release of the Jeep Compass and was advised by CarCont that the vehicle would not be released to her.

58. On or about December 30, 2012, Complainant Rzaeva was specifically advised that EUL would not authorize the release of the Jeep Compass because there was an unpaid loan due and owing to EUL by the principal of G-Auto/Effect.

59. The sum of \$2250 representing ocean freight and related charges was paid to EUL by G-Auto per a statement identified as Statement #439, provided by EUL to G-Auto for the ocean freight for three automobiles, to wit: the Jeep Compass, a 2009 Volkswagen Tiguan, and a 2009 Mercedes-Benz C300.

60. Upon information and belief, EUL refused to issue individual invoices for the ocean freight for individual automobiles.

61. Subsequent thereto, and after Complainant Rzaeva made multiple requests that CarCont release the Jeep Compass to her, Ms. Rzaeva was advised by an employee of CarCont that EUL would not authorize the release of the Jeep Compass because there was an unpaid loan due and owing by the principal of Effect/G-Auto to EUL.

62. In or about March 12, 2013, Complainant Rzaeva made a trip to Kotka, Finland to try to find her vehicle and to file a complaint with the prosecutor's office in Finland. Her efforts to find the vehicle were unsuccessful.

63. Subsequent thereto, in late March of 2013, respondent Hitrinov contacted Complainant Rzaeva directly and admitted to her that he converted her automobile because there was an unpaid loan due and owing by the principal of Effect/G-Auto to EUL.

64. EUL, Hitrinov, and CarCont, simply converted this automobile and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to EUL and Hitrinov.

Respondents' Unlawful Conversion of the 2009 Mercedes-Benz C300 Owned by Complainant Denis Nekipelov

65. On or about October 24, 2012 complainant Denis Nekipelov purchased a 2009 Mercedes-Benz C300 (VIN#WDDGF81X49R073295) the ("Mercedes"), from G-Auto for a purchase price of \$19,920.00.

66. Upon purchasing vehicle, complainant was provided with an invoice from G-Auto, and a copy of the certificate of title for the vehicle.

67. The funds for the purchase of the Mercedes were paid by Complainant Nekipelov to G-Auto via a wire transaction and the entire amount for the purchase of the Mercedes was paid in full by Complainant Nekipelov to G-Auto on October 25, 2012.

68. Prior to export, Effect/G-Auto provided EUL with an original certificate of title for the Mercedes so that EUL could perform the customs clearance of the Mercedes for export overseas.

69. On or about November 15, 2012, the Mercedes was loaded, on board an MSC vessel, and was delivered on or about December 11, 2012 to the customs bonded warehouse owned by Hitrinov/CarCont in Kotka Finland. The EUL booking number for this shipment was 038EUL1039353 and the container number is TGHU8737440.

70. On or about December 16, 2012, Complainant Nekipelov contacted CarCont regarding the release of the Mercedes and was advised by CarCont that the vehicle would not be released to him.

71. The sum of \$2250 representing ocean freight and related charges was paid to EUL

by G-Auto per a statement, identified as Statement #439 provided by EUL to G-Auto for the ocean freight for three automobiles, to wit: the Jeep Compass, a 2009 Volkswagen Tiguan, and a 2009 Mercedes-Benz C300.

72. Upon information and belief, EUL refused to issue individual invoices for the ocean freight for individual automobiles.

73. Subsequent thereto, and after Complainant Nekipelov made multiple requests that CarCont release the Mercedes to him, Mr. Nekipelov was advised by an employee of CarCont that EUL would not authorize the release of the Mercedes because there was an unpaid loan due and owing by the principal of Effect/G-Auto to EUL.

74. EUL, Hitrinov, and CarCont simply converted this automobile and have sold it to a third party in order to satisfy a loan allegedly due and owing from the principal of Effect/G-Auto to EUL and Hitrinov.

Respondents' Additional Unlawful Acts Regarding the Shipment of Complainants' Cargo

75. EUL did not have a tariff on file for the warehouse to warehouse shipments handled by it on behalf of Complainants.

76. EUL did not have a tariff on file for the warehouse to warehouse shipment of 40 foot high cube containers containing two (2) to three (3) automobiles.

77. EUL refused to provide an Empire house bill of lading for the shipment of Complainants' vehicles, although such house bill of ladings were duly demanded.

78. Upon information and belief Complainants believe that EUL has billed amounts in excess of its lawful tariff during the time period alleged herein.

79. During the time period alleged herein, EUL and Hitrinov accepted money for the warehouse to warehouse shipment of the vehicles described herein, then subsequently refused to

release the vehicles.

80. At all times alleged herein, EUL and Hitrinov failed to provide Complainants and any other necessary parties with proper and lawful documents of ownership, titles, house bills of lading, nor did they ever provide shipping invoices nor the terms and conditions of transport even though EUL and Hitrinov were paid for the warehouse to warehouse shipment of the vehicles described herein. Respondents failed to deal in good faith, and respondents failed to provide proof of ownership with a correct original Empire house bill of lading and contract of transport in a timely manner to the Complainants.

V. Violations of the Shipping Act

A. EUL violated 46 U.S.C. § 40701(a) failing to maintain a rate or charge in a tariff or service contract, or charge or assess a rate, that is below a just and reasonable level.

B. EUL violated 46 U.S.C. §41102(c) by failing to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property; and by failing to provide Complainants and any other necessary parties with: (1) proper and lawful documents of ownership; (2) shipping invoices and house bills of lading; and (3) the terms and conditions of transport; (4) failing to deal in good faith and further failing to provide proof of ownership.

C. EUL violated 46 U.S.C. §§ 41104(2), 41104(3), 41104(4), 41104(8), 41104(9) 41104(10), and 41104(10) by: (i) having provide service in the liner trade that is not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published the respondent; (ii) by retaliating against Complainants by resorting to unfair and unjustly discriminatory methods; (iii) by, with respect to service pursuant to a tariff, having engaged in unfair and unjustly discriminatory practices in the matter of rates or charges, cargo

classifications, loading and landing of freight and adjustment and settlement of claims, (iv) with respect to service pursuant to a tariff, by imposing undue or unreasonable prejudice or disadvantage; (v) by unreasonably refusing to deal or negotiate; (vi) and by knowingly and willfully accepting cargo from or transporting cargo for the account of an ocean transportation intermediary that does not have a tariff as required by the Shipping Act.

D. EUL violated 46 U.S.C. §§ 41106(2) and 41106(3) by imposing undue or unreasonable prejudice or disadvantage with respect to any person; and by an unreasonable refusal to deal or negotiate.

E. EUL has violated 46 U.S.C. 41102(c) by detaining and converting Complainants' automobiles on the grounds that the principal of G-Auto/Effect owed monies to respondents for reasons not related to the instant shipments. It is an unreasonable and unlawful practice to assert a maritime lien against a shipment for which all freight charges have been paid.

VII. Injury to Complainants

A. As a result of respondents' aforementioned violations of the Shipping Act of 1984, the complainants have sustained and continue to sustain injuries and damages as follows:

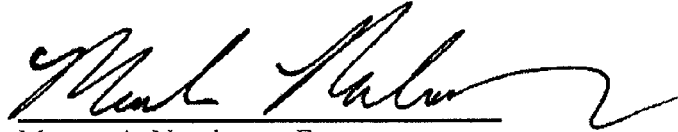
- **Complainant Igor Ovchinnikov:** Direct damages in excess of \$28,960.00 constituting the amounts paid for the purchase of the GMC Acadia plus additional damages for sums arising out of the loan which complainant Ovchinnikov obtained from the bank in Khanty-Mansiysk, Russia, for the purchase of the GMC Acadia, such as interest on the loan and bank fees;
- **Complainant Irina Rzaeva:** Direct damages in excess \$32,101.00 constituting the amounts paid for the purchase of the Jeep Compass and the customs clearance paid for the import of the Jeep Compass, plus additional damages for sums arising out of expenses incurred by complainant incidental to complainant's travel to Kotka, Finland, and for sums arising out of the loan which complainant Rzaeva obtained from the bank in Syktyvkar, Russia, for the purchase of the Jeep Compass, such as interest on the loan and bank fees;
- **Complainant Denis Nekipelov:** Direct damages in excess of \$19,920.00 constituting the amounts paid for the purchase of the Mercedes plus additional consequential damages;

The full extent of damages can only be determined after obtaining discovery in this matter, and after final calculation of interest due and owing to Complainants on this sum and calculation of the legal fees incurred by complainants due to respondents' violations of the Shipping Act.

VIII. Prayer for Relief

- A. Statement regarding ADR procedures: Alternative dispute resolution procedures were not used prior to filing the Complaint and Complainants have not consulted with the Commission Dispute Resolution Specialist about utilizing alternative dispute resolution.
- B. **WHEREFORE**, Complainants pray that: (1) respondents be required to answer the charges herein; (2) that after due hearing, an order be made commanding said respondent to pay to Complainants by way of reparations for the unlawful conduct hereinabove described, the sums described herein, with interest and attorney's fees, costs and expenses, or such other sum as the Commission may determine to be proper as an award of reparation; (3) that the Commission issue an Order holding that the respondents MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV individually, EMPIRE UNITED LINES CO., INC., and CARCONT, LTD. violated the Shipping Act of 1984; (4) that the Commission Order the respondents to provide the Empire United Lines Co. Inc. house bills of lading for the shipments described herein; and (5) that the Commission issue such other and further order or orders as the Commission determines to be just and proper.

- C. Complainants request a hearing on this matter, and further request that the hearing be held in Washington, D.C.



Marcus A. Nussbaum, Esq.
Seth M. Katz, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Tel: 888-426-4370
Fax: 347-572-0439
Attorneys for Complainants
marcus.nussbaum@gmail.com


Dated: November 7, 2015

VERIFICATION

IGOR OVCHINNIKOV declares and states that he is a Complainant in this proceeding, and that the foregoing annexed VERIFIED COMPLAINT is true to the best of his information and belief, and that the grounds to his belief as to those matters therein not stated upon personal knowledge, is based upon information which has otherwise been provided to Complainant and which Complainant believes to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 6th, 2015.



IGOR OVCHINNIKOV

VERIFICATION

IRINA RZAEVA declares and states that she is a Complainant in this proceeding, and that the foregoing annexed VERIFIED COMPLAINT is true to the best of her information and belief, and that the grounds to her belief as to those matters therein not stated upon personal knowledge, is based upon information which has otherwise been provided to Complainant and which Complainant believes to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 07, 2015.



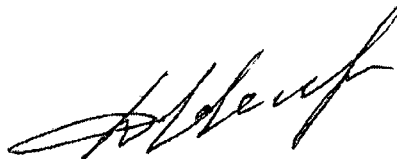
IRINA RZAEVA

VERIFICATION

DENIS NEKIPELOV declares and states that he is a Complainant in this proceeding, and that the foregoing annexed VERIFIED COMPLAINT is true to the best of his information and belief, and that the grounds to his belief as to those matters therein not stated upon personal knowledge, is based upon information which has otherwise been provided to Complainant and which Complainant believes to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 08, 2015.



DENIS NEKIPELOV