

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

MSRF Inc.	)	
	)	
<i>Complainant,</i>	)	<b>DOCKET NO. 22-14</b>
	)	
v.	)	
	)	
HMM Company Limited, and Yang Ming	)	
Marine Transport Corporation	)	
<i>Respondents.</i>	)	
	)	

**ANSWER OF RESPONDENT HMM COMPANY LIMITED**

Respondent HMM Company Limited (“HMM”), through the undersigned attorneys, hereby submits this Answer to the complaint in the above-captioned docket.

**I. INTRODUCTION**

1. Complainant MSRF, Inc. (“MSRF”), by its undersigned counsel, brings this Verified Complaint against Respondents HMM Company Limited (“HMM”) and Yang Ming Marine Transport Corporation (“Yang Ming”), pursuant to 46 U.S.C. Section 41301 to seek reparations for injuries to MSRF caused by Respondents’ violations of the Shipping Act of 1984, as amended, 46 U.S.C. Sections 40101 et seq. (the “Shipping Act”), alleged herein.

*This paragraph requires no response as the Complaint speaks for itself.*

2. Since the beginning of the COVID-19 pandemic, global ocean carriers, including Respondents named herein, have, as alleged herein, and upon information and belief, unjustly and unreasonably exploited customers, vastly increasing their profitability at the expense of shippers and the U.S. public generally, which bears increased freight cost in the form of inflation.

*To the extent it relates to HMM, HMM denies the allegations of paragraph 2. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required.*

3. Upon information and belief, the bulk of ocean carriage secured by shippers has traditionally been pursuant to written service contracts, negotiated in advance at reasonable rates. Although a “spot market” for ocean carriage also exists, historically it has been used, upon information and belief, primarily by smaller shippers making small and/or one-time shipments, or for unexpected needs, such as a one-time or seasonal increase in shipping needs for a larger shipper.

***Paragraph 3 contains no allegations with respect to HMM. Accordingly, no response is required.***

4. With the onset of the COVID-19 pandemic, global ocean carriers began taking parallel and strikingly similar actions to prop up ocean carriage pricing and improve their profitability at the expense of shippers and the public. These actions included, among other things, “blank sailings” that deprived shippers of capacity, creating artificial scarcity and boosting prices on the spot market.

***Paragraph 4 contains no allegations with respect to HMM. Accordingly, no response is required.***

5. Even with currently reviving demand, however, global ocean carriers have not returned to the just and reasonable pricing and contracting practices of pre-pandemic times. Instead, they have continued policies and practices that manipulate prices and deliver unprecedented windfall profits to them by forcing shippers into an artificially inflated spot market. A container that in 2019 might have cost approximately \$2,700 to ship from China to the West Coast of the United States now might cost \$25,000 or more on the spot market.

***Paragraph 5 contains no allegations with respect to HMM. Accordingly, no response is required.***

6. MSRF has experienced this misconduct by global ocean carriers firsthand. Respondents agreed to service contracts with MSRF and then refused to provide more than a fraction of the cargo capacity that MSRF requested and needs, even though Respondents overall have continued to operate at or near pre-pandemic capacity.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 6. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required.***

7. To make matters worse, each Respondent then proceeded to engage in a practice of refusing to perform their full commitments even under those limited service contracts, instead forcing MSRF to buy space on the inflated spot market.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 7. To the extent it relates to Respondent Yang Ming, no response is required.***

8. MSRF’s written service contracts with each of the Respondents (collectively, the “Service Contracts”) included minimum quantity commitments (“MQC”) by MSRF to each Respondent to tender cargo from various points in Asia for Respondents to transport via ocean vessels to the United States at agreed intervals and for agreed prices.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 8. To the extent it relates to Respondent Yang Ming, no response is required.***

9. By definition, the Service Contracts required Respondents to “commit[] to a certain rate or rate schedule and a defined service level, such as assured space, transit time, port rotation, or similar service features.”

***Paragraph 9 states a conclusion of law which requires no response.***

10. Shortly after entering into the Service Contracts with MSRF, Respondents began breaching their contractual service commitments by providing MSRF with hardly any of the agreed allotments of space on their respective ocean vessels, and instead forcing MSRF to make alternate transportation arrangements at substantially—often outrageously—higher spot market prices.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 10. To the extent it relates to Respondent Yang Ming, no response is required.***

11. Upon information and belief, Respondents have changed their practices in parallel and seemingly coordinated fashion, depriving MSRF of its contractually agreed space allotments and instead selling their respective capacity, including space actually allotted to MSRF under its Service Contracts and then subsequently withdrawn, to the highest bidder on the very spot market to which their conduct has forced MSRF to turn.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 11. To the extent it relates to Respondent Yang Ming, no response is required.***

12. Upon information and belief, Respondents have engaged, and are continuing to engage, in substantially similar conduct with respect to other shippers.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 12. To the extent it relates to Respondent Yang Ming, no response is required.***

13. In so doing, Respondents have unjustly and unreasonably disrupted the previously stable and well-established structure of the global ocean freight industry. Now, instead of securing reliable service contracts in advance, MSRF is forced to (1) agree in advance to exorbitant rates for whatever portion of its needed capacity global ocean carriers are willing to cover with service contracts, (2) make up the difference on the spot market, and then (3) rush to the spot market again each time Respondents refuse to honor their limited service commitments in pursuit of even more profiteering.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 13. To the extent it relates to Respondent Yang Ming, no response is required.***

14. Respondents’ actions have contributed to, and greatly benefited from, exorbitant spot market prices. For example, on November 11, 2021, Yang Ming reported record profits of \$1.83 billion for the third quarter of the year (Taipei Times – November 12, 2021) and HMM reported record third-quarter results in November 2021 with a nearly ten-fold increase in net profit over 2020 (Journal of Commerce -- December 2, 2021). And a new review by Accountable.US reports that the world’s top five container shipping companies saw profits soar by triple digit percentages

in their 2021 fiscal years (<https://www.accountable.us/wp-content/uploads/2022/04/2022-04-01-Research-onShipping-Company-Profiteering-By-Market-Cap-FINAL.pdf>).

***To the extent it relates to HMM, HMM denies the allegations in the first sentence. To the extent the first sentence relates to Respondent Yang Ming, no response is required. To the extent it relates to HMM, the second sentence contains no factual allegation relevant to this case and requires no reply and, in any event, the press report cited therein speaks for itself. The remainder of paragraph 14 contains no allegations with respect to HMM. Accordingly, no response is required.***

15. As a result of the collective conduct and profiteering by Respondents and, upon information and belief, by their fellow global ocean carriers, ocean carriage costs on the spot market have risen to crisis levels, threatening shippers' businesses and generating price inflation to support massive windfalls for the carriers at the expense of the public. This conduct is unjust, unreasonable, and unlawful.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 15. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required.***

16. Respondents also have greatly benefited by organizing themselves, along with other major non-U.S. shipping lines, into collusive "alliances" at the expense of shippers. Upon information and belief, two global alliances—i.e., the "Ocean Alliance" and "The Alliance", which includes Respondents Yang Ming and HMM—collectively have a market share of 90% in the trans-Pacific trade.

***To the extent it relates to HMM, HMM denies the allegations in the first sentence. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required. HMM admits that HMM and Yang Ming are both parties to THE Alliance Agreement, FMC Agreement No. 012439-006. HMM lacks sufficient information to either admit or deny the remainder of the allegations in the second sentence.***

17. These collusive ocean alliances give Respondents the incentive and opportunity to coordinate discriminatory practices such as those alleged herein, so as to violate contracts with shippers like MSRF in favor of exploiting profit opportunities on the spot market. In the May–December 2021 period, each Respondent has flouted its contractual service commitment, providing MSRF only small fractions of the space required under the Service Contracts—specifically, just 9 of 25 containers by HMM, and 4 of 100 by Yang Ming.

***To the extent it relates to HMM, HMM denies the first sentence. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required. HMM admits that in the May-December 2021 period, it carried 9 of MSRF's containers, but denies the rest of the second sentence to the extent it relates to HMM. To the extent it relates to Respondent Yang Ming, no response is required.***

18. Respondents' conduct alleged herein with respect to the receipt, handling, storage, and delivery of the property of MSRF and, upon information and belief, of other shippers is occurring on a normal, customary, and continuous basis, and, as alleged herein, shows no sign of abating.

*To the extent it relates to HMM, HMM denies the allegations of paragraph 18. To the extent it relates to Respondent Yang Ming, no response is required.*

## **II. THE COMPLAINANT**

19. Complainant MSRF is a corporation organized under the laws of the State of Delaware with its principal place of business located at 9815 Leland Avenue, Schiller Park, Illinois 60176. MSRF is a “shipper” under its Service Contracts with Respondents pursuant to 46 U.S.C. 40102(23). MSRF was founded in 1995 as a manufacturer and importer of gourmet foods and food gifts. The company’s seasonal and holiday products are sold in big box retailers throughout the U.S. MSRF also sells products licensed by Starbucks, Jim Beam and other prominent brands.

*HMM lacks sufficient information upon which to admit or deny the allegations contained in paragraph 19.*

## **III. THE RESPONDENTS**

20. Upon information and belief, Respondent HMM is a company organized under the laws of the Republic of Korea. HMM is a vessel-operating ocean common carrier as that term is defined by 46 U.S.C. § 40102(18) with organization number 001452. HMM’s North American headquarters office is located at 222 West Las Colinas Boulevard, Suite 700, Irving, TX 75039.

*Admitted as to the first sentence. Admitted as to the second sentence. Denied as to the third sentence.*

21. Upon information and belief, Respondent Yang Ming is a company organized under the laws of Taiwan. Yang Ming is a vessel-operating ocean common carrier as that term is defined by 46 U.S.C. § 40102(18) with organization number 000138. Yang Ming’s North American headquarters office is located at 1085 Raymond Boulevard, 9th Floor, Newark, New Jersey 07102.

*Paragraph 21 contains no allegations with respect to HMM. Accordingly, no response is required.*

## **IV. JURISDICTION AND LEGAL AUTHORITY**

22. The Federal Maritime Commission (“FMC”) has jurisdiction over this Verified Complaint pursuant to 26 U.S.C. §§ 41301 through 41309.

*Paragraph 22 states a conclusion of law to which requires no response. To the extent a response is required, HMM denies the allegation of paragraph 22.*

23. The FMC has personal jurisdiction over each of the Respondents as “ocean common carriers” as that term is defined by 46 U.S.C. Section 40102(18) that have entered into “service contracts” as that term is defined by 46 U.S.C. Section 40102(21) with MSRF.

***Paragraph 23 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies paragraph 23. To the extent it relates to Respondent Yang Ming, no response is required.***

24. Respondents' actions alleged herein constitute failures by each Respondent to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivering the property of MSRF and other shippers, in violation of 46 U.S.C. Section 41102(c).

***Paragraph 24 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies the allegations of paragraph 24. To the extent it relates to Respondent Yang Ming, no response is required.***

25. Respondents' actions alleged herein constitute the provision of service in the liner trade that is not in accordance with the rules and practices contained in their Service Contracts with MSRF, in violation of 46 U.S.C. Section 41104(a)(2).

***Paragraph 25 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies the allegations of paragraph 25. To the extent it relates to Respondent Yang Ming, no response is required.***

26. Respondents' actions, done in connection with their provision of service pursuant to their Service Contracts with MSRF, individually and collectively constitute unfair and unduly discriminatory practices against MSRF in the matter of rates or charges with respect to the ports for which MSRF contracted with them, in violation of 46 U.S.C. Section 41104(a)(5).

***Paragraph 26 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies the allegations of paragraph 26. To the extent it relates to Respondent Yang Ming, no response is required.***

27. Respondents' actions with respect to their Service Contracts individually and collectively also have given undue and unreasonable preference and advantage to shippers other than MSRF and imposed undue and unreasonable prejudice and disadvantage on MSRF with respect to the ports for which MSRF contracted with them, in violation of 46 U.S.C. Section 41104(a)(9).

***Paragraph 27 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies the allegations of paragraph 27. To the extent it relates to Respondent Yang Ming, no response is required.***

28. Respondents' actions in the course of negotiating their Service Contracts with MSRF and providing service to MSRF pursuant to those Service Contracts constitute unreasonable refusals to deal or negotiate with MSRF, in violation of 46 U.S.C. Section 41104(a)(10).

***Paragraph 28 states a conclusion of law which requires no response. To the extent it relates to HMM and to the extent a response is required, HMM denies the allegations of paragraph 28. To the extent it relates to Respondent Yang Ming, no response is required.***

## V. ALLEGED FACTS

29. Prior to last year, MSRF, like most significant shippers, was able to secure advance service contracts to cover the bulk of its ocean carriage needs at reasonable, pre-negotiated prices.

***Paragraph 29 makes no factual allegations with respect to HMM, and hence no response is required.***

30. In negotiations for the 2021-2022 shipping year, each Respondent and other global ocean carriers collectively refused to provide MSRF sufficient commitments in their advance service contracts, instead providing only a fraction of the space MSRF needed at substantially higher prices, which MSRF accepted in order to secure such space, believing that such higher prices would fully compensate Respondents for current market disruptions.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 30. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required.***

31. Respondents then proceeded to flout even the limited commitments they had provided by refusing to honor their Service Contracts, forcing MSRF to purchase services on the spot market for which it had already contracted with Respondents.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 31. To the extent it relates to Respondent Yang Ming, no response is required.***

32. These parallel actions by Respondents and, upon information and belief, by their fellow global ocean carriers, artificially inflated spot market prices by forcing unexpected demand—demand that was supposed to have been covered by written service contracts—into the market.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 32. To the extent it relates to Respondent Yang Ming and other global ocean carriers, no response is required.***

33. MSRF and HMM entered into a written service contract (SC US2124083) as that term is defined by 46 U.S.C. Section 40102(21) effective as of May 1, 2021 (the “HMM Service Contract”).

***Admitted.***

34. MSRF and HMM agreed in the HMM Service Contract that MSRF would tender a minimum quantity of twenty-five (25) forty-foot equivalent units (FEUs) of cargo for shipment by MSRF via ocean vessels from ports in Asia to the United States, and from ports in the United States to Asia at agreed prices.

***HMM admits that HMM entered into the HMM Service Contract with MSRF. The terms of the HMM Service Contract speak for themselves.***

35. Despite HMM’s contractual commitment to ship the minimum quantity tendered by MSRF, HMM has continuously refused to provide MSRF more than approximately 9 of the

promised 25 FEUs of that allotted space, forcing MSRF to make alternate transportation arrangements with other common carriers at substantially higher spot market prices or forgo shipping its cargo altogether.

***Denied.***

36. Upon information and belief, HMM is capitalizing on its violations of the Shipping Act alleged herein, by re-selling the capacity allotted to MSRF under the HMM Service Contract to other shippers on the same spot market at substantially higher rates than those to which it agreed in the HMM Service Contract.

***Denied.***

37. MSRF and Yang Ming entered into a written service contract (SC 494721) as that term is defined by 46 U.S.C. Section 40102(21) effective as of May 1, 2021 (the “Yang Ming Service Contract”).

***Paragraph 37 contains no allegations with respect to HMM. Accordingly, no response is required.***

38. MSRF and Yang Ming agreed in the Yang Ming Service Contract that MSRF would tender a minimum quantity of one hundred (100) containers of cargo for shipment by MSRF via ocean vessels from ports in Asia to the United States, and from ports in the United States to Asia at agreed prices.

***Paragraph 38 contains no allegations with respect to HMM. Accordingly, no response is required.***

39. Despite Yang Ming’s contractual commitment to ship the minimum quantity committed by MSRF, Yang Ming has continuously refused to provide MSRF more than approximately 4 percent of that allotted space, forcing MSRF to make alternate transportation arrangements with other common carriers at substantially higher spot market prices or forgo shipping its cargo altogether.

***Paragraph 39 contains no allegations with respect to HMM. Accordingly, no response is required.***

40. Upon information and belief, Yang Ming is capitalizing on its violations of the Shipping Act alleged herein, by re-selling the capacity allotted to MSRF under the HMM Service Contract to other shippers on the same spot market at substantially higher rates than those to which it agreed in the HMM Service Contract.

***Paragraph 40 contains no allegations with respect to HMM. Accordingly, no response is required.***



## VI. CAUSES OF ACTION

41. Complainant repeats and realleges the allegations above as if fully set forth herein.

***Paragraph 41 requires no additional response. The above responses are hereby incorporated by reference.***

42. The foregoing continuous, ongoing conduct by each Respondent in connection with its respective receipt, handling, storage, and delivery of the property of MSRF and, upon information and belief, of other shippers, constitutes failures by each Respondent to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivering the property of MSRF and other shippers, in violation of 46 U.S.C. Section 41102(c).

***To the extent it relates to HMM, HMM denies the allegations of paragraph 42. To the extent it relates to Respondent Yang Ming, no response is required.***

48. Complainant repeats and realleges the allegations above as if fully set forth herein.<sup>1</sup>

***Paragraph 48 requires no additional response. The above responses are hereby incorporated by reference.***

49. The foregoing conduct by each Respondent constitutes provision of service in the liner trade that is not in accordance with the rules and practices contained in its respective service contract with MSRF, to which no exception or exemption applies and which has not been suspended or prohibited by the FMC, in violation of 46 U.S.C. Section 41104(a)(2).

***To the extent it relates to HMM, HMM denies the allegations of paragraph 49. To the extent it relates to Respondent Yang Ming, no response is required.***

50. Complainant repeats and realleges the allegations above as if fully set forth herein.

***Paragraph 50 requires no additional response. The above responses are hereby incorporated by reference.***

51. The foregoing conduct by each Respondent in the course of providing service to MSRF pursuant to its respective service contract with MSRF, which is continuous and ongoing, constitutes an unfair and unjustly discriminatory practice against MSRF in the matter of rates or charges with respect to the ports identified in each respective service contract, in violation of 46 U.S.C. Section 41104(a)(5).

***To the extent it relates to HMM, HMM denies the allegations of paragraph 51. To the extent it relates to Respondent Yang Ming, no response is required.***

52. Complainant repeats and realleges the allegations above as if fully set forth herein.

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<sup>1</sup> The complaint contains no paragraphs 43-47. For clarity and ease of reference, HMM has followed the numbering of the complaint.

***Paragraph 52 requires no additional response. The above responses are hereby incorporated by reference.***

53. The foregoing conduct by each Respondent in the course of providing service to MSRF pursuant to its respective service contract with MSRF, which is continuous and ongoing, gives undue and unreasonable preference and advantage to shippers other than MSRF and imposes an undue and unreasonable prejudice and disadvantage to MSRF with respect to the ports identified in each respective service contract, in violation of 46 U.S.C. Section 41104(a)(9).

***To the extent it relates to HMM, HMM denies the allegations of paragraph 51. To the extent it relates to Respondent Yang Ming, no response is required.***

54. Complainant repeats and realleges each and every allegation above as if fully set forth herein.

***Paragraph 54 requires no additional response. The above responses are hereby incorporated by reference.***

55. The foregoing conduct by each Respondent in the course of negotiating its service contract with MSRF and providing service to MSRF pursuant to that service contract, which is continuous and ongoing, constitutes unreasonable refusal to deal or negotiate with MSRF, in violation of 46 U.S.C. Section 41104(a)(10).

***To the extent it relates to HMM, HMM denies the allegations of paragraph 55. To the extent it relates to Respondent Yang Ming, no response is required.***

## **VII. CAUSATION**

56. The foregoing alleged illegal acts of Respondents have directly and proximately injured MSRF by forcing MSRF to make alternate transportation arrangements for cargo that was supposed to be shipped by Respondents pursuant to the terms of their respective Service Contracts at substantially higher spot market prices or forgo shipping such cargo altogether.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 56. To the extent it relates to Respondent Yang Ming, no response is required.***

## **VIII. COMPLAINANT'S DAMAGES**

57. MSRF has been, and continues to be, actually and materially injured by each Respondent's continuous conduct in violation of the Shipping Act alleged herein.

***To the extent it relates to HMM, HMM denies the allegations of paragraph 57. To the extent it relates to Respondent Yang Ming, no response is required.***

58. Respondents' violations alleged herein are causing direct, proximate, and ongoing financial damages to MSRF in an amount already believed to exceed \$2,200,000, currently accruing, and to be further demonstrated in this proceeding.

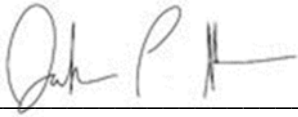
*To the extent it relates to HMM, HMM denies the allegations of paragraph 58. To the extent it relates to Respondent Yang Ming, no response is required.*

#### **IX. AFFIRMATIVE DEFENSES**

1. The Federal Maritime Commission lacks subject matter jurisdiction over the Complaint.
2. The Complaint fails to state a claim for which relief may be granted.
3. Complainant has not alleged essential elements of a claim under 46 U.S.C. § 41102(c).
4. Complainant has not alleged essential elements of a claim under 46 U.S.C. § 41104(a)(2).
5. Complainant has not alleged essential elements of a claim under 46 U.S.C. § 41104(a)(5).
6. Complainant has not alleged essential elements of a claim under 46 U.S.C. § 41104(a)(9).
7. Complainant has not alleged essential elements of a claim under 46 U.S.C. § 41104(a)(10).
8. Complainant failed to comply with the terms of MQC in the HMM Service Contract.
9. The HMM Service Contract contains Complainant's exclusive remedies if space is unavailable on a particular vessel.
10. The Federal Maritime Commission lacks the authority to award damages for a breach of contract claim. Pursuant to 46 U.S.C. 40502(f), the exclusive remedy for a breach of a contract is an action in an appropriate court.
11. HMM's conduct was reasonable in light of the totality of the circumstances.
12. Any alleged damages sustained by the Complainant were proximately, directly, and solely caused by the acts of third persons over whom HMM had and has no direction or control.
13. In the alternative, and without waiver of any other defenses or affirmative defenses, Complainant has failed to mitigate its damages.
14. Respondent retains the right to amend this answer to raise any additional defenses or affirmative defenses which may arise in the course of this proceeding.

WHEREFORE, HMM prays that after due oral hearing to be conducted in Washington, D.C., an order be made dismissing the complaint.

Respectfully submitted,

By:  \_\_\_\_\_

Joshua P. Stein  
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(202) 463-2534

Dated: July 05, 2022

VERIFICATION OF RESPONDENT HMM COMPANY LIMITED

Byeongsu Kang, hereby verifies as follows:

1. I am Director, Legal Department of HMM (America), Inc., the U.S. agent of HMM Company Limited.
2. I am authorized to make this verification on behalf of HMM Company Limited.
3. I hereby verify that the facts contained in the foregoing answer and affirmative defenses are true and correct to the best of my knowledge, information, and belief.
4. I verify the foregoing under penalty of perjury under the laws of the United States.

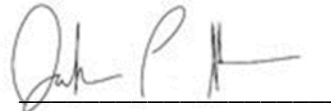
Dated: July 5, 2022



Name: Byeongsu Kang  
Title: Legal director.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of July, 2022, a true and correct copy of the foregoing Answer was served via electronic mail on:

A handwritten signature in black ink, appearing to read "Josh P. Stein", written over a horizontal line.

Joshua P. Stein