

BEFORE THE
FEDERAL MARITIME COMMISSION

DOCKET NO. 22-16

GOFORTH & MARTI
DOING BUSINESS AS
GM BUSINESS INTERIORS
COMPLAINANT

V.

HSIN SILK ROAD SHIPPING LIMITED
RESPONDENT

COMPLAINT

Complainant Goforth & Marti, doing business as GM Business Interiors (“Complainant” or “GMBI”), by its undersigned attorneys, files this Complaint against Respondent 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 Goforth & Marti is a corporation organized and existing under the laws of the State of California, with a principal place of business at 110 West A Street, Suite 140, San Diego, CA 92101, and doing business as GM Business Interiors.

II. RESPONDENT

2. On information and belief, HSIN Silk Road Shipper Limited (“HSIN” or “Respondent”) is an entity organized and existing under the laws of Hong Kong, with a principal



place of business at RM2902 29/F Ho King Comm Ctr 2-16 Fa Yuen St Mongkok Kin Hong Kong 31500 Hong Kong. At all times alleged herein, HSIN was and is a non-vessel-operating common carrier (“NVOCC”) within the meaning of the Shipping Act, 46 U.S.C. § 40102(17), subject to regulation by the Federal Maritime Commission (“FMC”).

III. JURISDICTION

3. The FMC has subject-matter jurisdiction over this Complaint pursuant to the Shipping Act of 1984, as amended.

4. The Complaint is being filed pursuant to Section 11(a) of the Shipping Act, 46 U.S.C. §41301. GMBI is seeking reparations for injuries caused to it by Respondent due to its violations of 46 U.S.C. § 41102(c).

5. The FMC has personal jurisdiction over Respondent as an NVOCC as defined in 46 U.S.C. §40102(17).

6. Respondent’s actions alleged herein constitute failure by Respondent to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivery the property of GMBI in violation of 46 U.S.C. §41102(c) and 46 C.F.R. §§545.4 and 545.5.

IV. FACTUAL ALLEGATIONS

7. On or about October 7, 2021, Respondent HSIN issued its bill of lading HSRNGB2021030119(LAX030119), to carry four containers of adjustable desk frame and adjustable table parts (“the cargo”) from Ningbo, PRC to Los Angeles, California aboard the vessel Nomadic Milde. GMBI owned the cargo that was loaded into the containers and was the consignee and notify party on the HSIN bill of lading. Freight was prepaid.

8. In or about November, 2021, GMBI received an Arrival Notice/Freight Invoice from Respondent for the arrival of the four (4) containers that were carried aboard the Nomadic Milde. The ETA of the Nomadic Milde was 11/06/2021. The invoice requested a payment of \$13,700, consisting of \$3,000 for “BERTHING FEE,” \$400 for DTHC and \$100 for “Delivery order fee.”

9. On or about November 18, 2021, GMBI paid the Freight Invoice charge of \$13,700 and the customs duty and customs duty disbursement fees totaling \$76,106.25.

10. On information and belief, after these charges were paid, the four containers were not offloaded from the Nomadic Milde because of congestion conditions existing in the Port of Los Angeles/Long Beach.

11. In or about March, 2022, GMBI received another Arrival Notice/Freight Invoice from Respondent. The ETA of the Nomadic Milde vessel was revised to March 10, 2022. The invoice requested a payment of \$74,000, consisting of \$12,000 for “Berthing Fee,” \$3,000 for DTHC and \$3,500 for “Storage fee.”

12. On or about March 23, 2022, GMBI contacted HSIN about the new charges. On or about March 23, 2022, GMBI was informed “that the Nomadic Milde had incurred over \$7 million in additional costs due to the pandemic and the force majeure caused by the long term berthing at the LA terminal that has completely exceeded our expectation and control.”

13. On information and belief, GMBI considers the fees assessed in March, 2022 for “Berthing” and “Storage” to be unjust, unlawful, unfounded and excessive. Moreover, on information and belief, GMBI also considers the fees assessed in November, 2021 to be unjust, unlawful, unfounded and excessive.

14. Notwithstanding, GMBI was compelled to pay those fees in order to get its cargo released. It is now seeking reparations for those payments.

IV. VIOLATIONS OF THE SHIPPING ACT

15. Section 41102(c) of the Shipping Act (46 U.S.C. §41102(c)) prohibits a common carrier from failing to “establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.”

16. Respondent HSIN is a non-vessel-operating common carrier as defined by the Shipping Act.

17. Respondent’s practices and regulations relating to the assessment of additional costs, namely the “Berthing fees,” “Storage fees,” and the other fees described in the two Arrival Notice/ Freight Invoices, are directly related to receiving, handling, storing or delivering property, and are unjust, unlawful, unreasonable and unfounded.

V. CAUSATION AND INJURY TO COMPLAINANT

18. As a result of Respondent’s violations of the Shipping Act, the Complainant has sustained injuries and damages in the amount of at least \$74,000.00.

VIII. PLACE OF HEARING

19. Complaint requests an oral hearing on this matter in Long Beach, California.

IX. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that Respondent be required to answer the charges in the Complaint and that after the Commission investigation and hearing, the Commission issue an order:

1) Requiring Respondent to pay Complainant reparations for the unlawful conduct

described here, along with interest and Complainant's attorneys' fees and costs, pursuant to 46 U.S.C. §41305;

- 2) Requiring the payment of any other amounts that the Commission deems appropriate;
- and
- 3) Providing such other and further relief that the Commission deems just and proper.

Dated: June 17, 2022

Respectfully submitted,




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business as GM Business Interiors*

VERIFICATION

I, Stephen W. Easley, am the vice-president of Complainant Goforth & Marti, doing business as GM Business Interiors. I hereby declare and attest under penalty of perjury of the United States of America that I have read the foregoing Verified Complaint and believe, to the best of my knowledge, information and belief that the facts stated therein are true and correct.

Dated: June 17, 2022



Stephen W. Easley