

Before the
FEDERAL MARITIME COMMISSION
Washington, D.C. 20573



Docket No. 22-34

SEAFair USA LLC v. STERLING CONTAINER LINE LIMITED and ATLANTIC
FORWARDING LTD.

COMPLAINT

1. Claimant SeaFair USA LLC (“SeaFair”) is a Florida limited liability company with its principal place of business at 3740 West 104th Street, Suite 16, Hialeah Gardens, FL 33018.
2. Respondent Sterling Container Line Limited (“Sterling”) is a company organized under the laws of Hong Kong with its principal place of business at Flat/Rm 722, 7/F, Metroplaza, Tower 2, 223 Hing Fong Road, Kwai Fong, N.T., Hong Kong. Sterling is a foreign non-vessel operating common carrier (“NVOCC”) registered with the Federal Maritime Commission (“FMC”) under no. 016481. Its bond number is SU4102. The bond is held by United States Fire Insurance Company (“USFIC”).
3. Respondent Atlantic Forwarding Ltd. (“Atlantic”) is a company organized under the laws of Switzerland with its principal place of business at Grosspeteranlage 29, 4052 Basel, Switzerland. Atlantic is an ocean transportation intermediary; it is not registered with FMC.
4. Upon information and belief, Atlantic is the parent company of Sterling.
5. Beginning in May 2021, Respondents engaged SeaFair to handle document turnover in the United States for shipments carried under Sterling’s house bills of lading (“HBLs”).
6. These HBLs were issued by various branch offices of Atlantic who were acting as agents of Sterling.
7. Respondents have failed to pay SeaFair document turnover fees it is rightfully owed.
8. Pursuant to the agreement between Respondents and SeaFair, SeaFair collected and/or paid the destination charges related to steamship lines, associated terminals, and other logistics companies on behalf of Sterling and its shipping agent, Atlantic.
9. SeaFair is entitled to reimbursement for payment of these charges pursuant to its Terms and Conditions of Service.
10. SeaFair has attempted to resolve the matter with Sterling’s bondholder, USFIC, pursuant to 46 CFR § 515.23(b).
11. Following SeaFair’s failed attempt to resolve the matter directly with Respondents, on March 01, 2022, counsel for SeaFair made a claim for damages to USFIC for \$138,422.00, which represented the outstanding balance of \$137,632.00 owed to SeaFair plus \$790.00 in attorney’s fees (the attorney fees incurred as of that date) (the “First Claim”). See claim letter attached as Exhibit 1.

12. The claim letter for the First Claim was sent to USFIC and Sterling pursuant to 46 CFR § 515.23(b)(1).
13. After negotiations spanning the course of several months, and despite partial payment made to SeaFair by Atlantic, SeaFair and Respondents were unable to reach a settlement.
14. The amount still outstanding under the First Claim is \$8,920.00 plus attorney's fees that continue to accrue. See table attached as Exhibit 2.
15. While SeaFair and Respondents discussed the First Claim, SeaFair paid an additional \$321,533.52 out of pocket in destination charges on behalf of Respondents and invoiced Atlantic an additional \$5,500.00 in document turnover fees.
16. SeaFair demanded payment for these new charges together with payment for the First Claim in correspondence with Respondents sent on August 03, 2022.
17. In their response to the August 03, 2022, letter, Respondents stated they would address the new demand for \$327,033.52 separately and only addressed issues pertaining to the First Claim.
18. Therefore, on October 14, 2022, SeaFair presented a second claim letter to USFIC pursuant to 46 CFR § 515.23(b) in the amount of \$327,033.52 (the "Second Claim"). See claim letter attached as Exhibit 3.
19. By knowingly and willfully withholding payment to their destination agent, SeaFair, for monies advanced by SeaFair on behalf of Respondents, Respondents have obtained or attempted to obtain ocean transportation for property at less than the charges that would otherwise apply.
20. Therefore, Respondents have violated 46 U.S.C. §41102(a).
21. Upon information and belief, the shipments for which SeaFair performed document turnover service were carried out pursuant to a tariff. Respondent Sterling is a common carrier, therefore Sterling and its agent Atlantic are prohibited from engaging in unfair practices in the matter of charges.
22. Therefore, Respondents have violated 46 U.S.C. §41104(a)(4)(A) by knowingly and willfully withholding payment to their destination agent, SeaFair, for monies advanced by SeaFair on behalf of Respondents.
23. Based on information and belief, Respondents' knowingly and willfully withholding payment to their destination agent, SeaFair, for monies advanced by SeaFair on behalf of Respondents, is a result that Respondents have failed to bill these charges to their shippers.
24. Therefore, Respondents have provided services in the liner trade that are not in accordance with the rates, charges, classifications, rules, and practices contained in its tariff, thus have violated 46 U.S.C. §41104(a)(2)(A).
25. Respondents' actions in willfully, intentionally, and knowingly withholding reimbursement for destination charges and payment for document turnover fees rightfully owed to SeaFair, its destination agent, constitute unreasonable practices related to the delivery of property.
26. These practices have occurred repeatedly on a continuous basis since SeaFair first sent the invoices relating to these charges and fees to Atlantic on June 15, 2022.
27. Therefore, Respondents' actions constitute violations of 46 U.S.C. §41102(c) and 46 C.F.R. §545.4.
28. The damages that SeaFair will sustain unless it is able to obtain payment immediately include economic damages that extend beyond SeaFair to include its inability to pay

- destination charges for other clients, which will result in the loss and/or depreciation of goods for shipments for which SeaFair serves as destination agent.
29. SeaFair seeks reparations pursuant to 46 U.S.C. § 41305 for its actual injury, interest, and attorneys' fees.
 30. SeaFair also requests that the Commission impose a penalty upon Respondents in the amount of not less than \$25,000 pursuant to 46 U.S.C. § 41107 in light of the willful, intentional nature of their actions.
 31. Informal dispute resolution procedures are not applicable therefore were not used prior to the filing of this Complaint. No consultation was made with any Commission Dispute Resolution Specialist regarding the same.
 32. SeaFair prays that Sterling and Atlantic be required to answer the charges herein; that, after due hearing, an order be entered commanding Sterling and Atlantic to cease and desist from their unjust and unreasonable practices in violation of 46 U.S.C. §41102(c), 46 U.S.C. §41104(a)(4)(A), 46 U.S.C. §41104(a)(2)(A) and 46 C.F.R. §545.4; and that Sterling and/or Atlantic be ordered to pay to SeaFair reparations for the unlawful conduct described above in the sum of \$335,953.52, with interest and attorney's fees incurred in correcting the invoices subject to the first claim (Exhibit 1) and second claim (Exhibit 3), as provided for under 46 U.S.C. § 41305(b), and such other reparations that the Commission deems just and proper.
 33. SeaFair requests that a hearing on this matter be held in Washington, D.C.

Dated: November 22, 2022

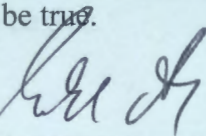
Respectfully submitted,
LIANG + MOONEY, PLLC



Shanshan Liang
Counsel for Complainant
SEAFAIR USA LLC
Fla. Bar No. 112991
sliang@customscourt.com
2104 Delta Way, Suite #1
Tallahassee, FL 32303
Tel. 850-893-0670

VERIFICATION

Pursuant to the requirements of 28 U.S.C. 1746, Michael Daum, states as follows: "I, Michael Daum, am the Compliance Manager of SeaFair USA LLC, the Complainant, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I further declare that I am the person who signed the foregoing claim; that I have read the foregoing and state that the facts set forth without qualification are true and that the facts stated therein upon information received from others is also believed to be true.



Michael Daum
for SeaFair USA LLC

STATE OF NEW JERSEY)
)
) SS:
COUNTY OF MIDDLESEX)

Michael Daum being first duly sworn on oath deposes and says that he (she) is the Complainant, and is the person who signed the foregoing complaint; that he (she) has read the complaint and that the facts stated therein, upon information received from others, affiant believes to be true.

Subscribed and sworn to before me, a notary public in and for the State of New Jersey in Middlesex County this 18th day of November, 2022.

Ambika Chabra
NOTARY PUBLIC
State of New Jersey at Large

Print Name _____
My Commission Expires _____
Commission No.: _____



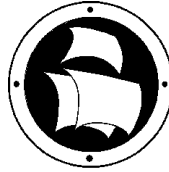
EXHIBIT 1

THE MOONEY LAW FIRM LLC

Legal Services for the International Enterprise

www.customscourt.com

2717 Neuchatel Drive
Tallahassee, FL 32303
Tel. (850) 893-0670
Miami (305) 290-5803



A National Practice Of
International Scope

Member, American Inns of Court
With Affiliated Attorneys
In All Major Ports

Neil B. Mooney, Esq.
Dr. Shanshan (Shannon) Liang, Esq. *of Counsel*

nmooney@customscourt.com
sliang@customscourt.com

March 01, 2022

Mr. Joe Aguiar
United States Fire Insurance Company
855 Winding Brook Dr.
Glastonbury, CT 06033
Via email to JOE.AGUIAR@AMYNTAGROUP.COM

Re: NVOCC Bond # SU41402 | Sterling Container Line Limited

Claim Against Surety Bond # SU41402

Dear Mr. Aguiar,

We are counsel to SeaFair USA, LLC (“SeaFair”). This is a claim made pursuant to 46 C.F.R. § 515.23(b) for damages against Sterling Container Line Limited (“Sterling”) arising from its transportation-related activities.

SeaFair was engaged to handle document turnover in the United States for shipments carried under Sterling’s house bills of lading from May 2021 to present. *See* sample master bill of lading and the corresponding Sterling HBL attached as Exhibit 1. These house bills of lading were issued by various branch offices of Atlantic Forwarding Group (“Atlantic Forwarding”) as agents of Sterling. Upon information and belief, Atlantic Forwarding is the parent company of Sterling. SeaFair’s statement of account is attached as Exhibit 2. The individual invoices are attached as Exhibit 3.

On February 19, 2022, SeaFair sent a demand letter to both Atlantic Forwarding and Sterling for the outstanding balance of \$167,482.80 plus attorney's fees of \$1,185.00, for which Atlantic Forwarding and Sterling (as the principal) are liable pursuant to SeaFair's Terms and Conditions of Service (attached as Exhibit 4). To date, neither Sterling nor Atlantic Forwarding have contacted SeaFair regarding the demand nor have they made any payment proposal. Of the total \$168,667.80 demanded, SeaFair only received payment in the amount of \$31,035.80 on February 21, 2022. Therefore, Sterling presently owes SeaFair a total of \$137,632.00 plus additionally incurred attorney fees in the amount of \$790.00. The total amount owed by Sterling is therefore \$138,422.00.

Following the mandates of 46 C.F.R. § 515.23(b), SeaFair is hereby notifying United States Fire Insurance Company that it intends to file a claim against surety bond # SU41402, the surety bond in effect at the time the subject shipments for which SeaFair handled document turnover occurred. The amount United States Fire Insurance Company is obligated to pay as of today is \$138,422.00. Should United States Fire Insurance Company refuse to pay the damages sustained by SeaFair, SeaFair will file a complaint against both Sterling and United States Fire Insurance Company in a court of competent jurisdiction. In that event, United States Fire Insurance Company will be obligated to pay court costs and legal fees, in addition to the amount demanded herein.

In accordance with 46 C.F.R. § 515.23(b), this letter is sent to both United States Fire Insurance Company and Sterling via USPS priority mail or courier service.

Thank you in advance for your consideration in this matter. If you have any questions, please do not hesitate to contact us at any time by phone or email.

Sincerely,



THE MOONEY LAW FIRM, LLC

Shanshan (Shannon) Liang, Esq.
For the firm

cc:

STERLING CONTAINER LINE LIMITED

Flat/Rm 722, 7/F, Metroplaza, Tower 2

223 Hing Fong Road, Kwai Fong, N.T.

Hong Kong

Via email to marc.matschullat@bsl.atlanticforwarding.com

EXHIBIT 2

Invoice #	Owed	Paid	Remaining
MIAD048551	\$165.00	\$0.00	\$165.00
MIAD048552	\$275.00	\$0.00	\$275.00
MIAD048553	\$1,815.00	\$0.00	\$1,815.00
MIAD048557	\$385.00	\$0.00	\$385.00
MIAD048554	\$440.00	\$0.00	\$440.00
MIAD048555	\$1,100.00	\$0.00	\$1,100.00
MIAD048556	\$55.00	\$0.00	\$55.00
MIAD048505	\$10,450.00	\$10,395.00	\$55.00
MIAD048511	\$5,005.00	\$4,950.00	\$55.00
MIAD048513	\$11,935.00	\$9,625.00	\$2,310.00
MIAD048534	\$880.00	\$825.00	\$55.00
MIAD048535	\$5,060.00	\$3,950.00	\$1,110.00
MIAD048540	\$5,005.00	\$4,895.00	\$110.00
MIAD048542	\$2,145.00	\$1,375.00	\$770.00
MIAD048544	\$440.00	\$385.00	\$55.00
MIAD048533	\$7,370.00	<i>partially paid</i>	\$165.00
		TOTAL	\$8,920.00

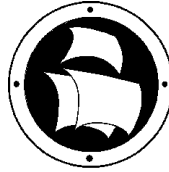
EXHIBIT 3

LIANG + MOONEY, PLLC

Legal Services for the International Enterprise

www.customscourt.com

2104 Delta Way, Unit 1
Tallahassee, FL 32303-4236
Tel. (850) 893-0670
Miami (305) 290-5803



A National Practice Of
International Scope

Member, American Inns of Court
With Affiliated Attorneys
In All Major Ports

Neil B. Mooney, Esq.
Dr. Shanshan (Shannon) Liang, Esq.

nmooney@customscourt.com
sliang@customscourt.com

October 14, 2022

Mr. Joe Aguiar
United States Fire Insurance Company
855 Winding Brook Dr.
Glastonbury, CT 06033
Via email to JOE.AGUIAR@AMYNTAGROUP.COM

Re: NVOCC Bond # SU41402 | Sterling Container Line Limited

Second Claim Against Surety Bond # SU41402

Dear Mr. Aguiar,

We are counsel to SeaFair USA, LLC (“SeaFair”). This is a claim made pursuant to 46 C.F.R. § 515.23(b) for damages against Sterling Container Line Limited (“Sterling”) arising from its transportation-related activities.

SeaFair was engaged to handle document turnover in the United States for shipments carried under Sterling’s house bills of lading from May 2021 to present. *See* sample master bill of lading and the corresponding Sterling HBL attached as Exhibit 1. These house bills of lading were issued by various branch offices of Atlantic Forwarding Group (“Atlantic Forwarding”) as agents of Sterling. Upon information and belief, Atlantic Forwarding is the parent company of Sterling.

Since we filed the first claim with The United States Fire Insurance Company, a dispute arose regarding the (1) destination charges as outlined in Exhibit 2 and (2) document turnover handling fees as evidenced by Invoices Nos. MIAD049648 (\$2,530.00), MIAD049649 (\$2,695.00), and MIAD049650 (\$275.00) per the email exchange between parties attached as Exhibit 3.

For the destination charges, they were paid by Sea Fair on behalf of Atlantic Forwarding and/or Sterling. Sea Fair is contractually entitled to reimbursement pursuant to its Terms and Conditions of Service or, in the alternative, under common law indemnity. These invoices are attached as Exhibit 4¹. The destination charges total is \$321,533.52.

For the document turnover handling fees, the four undisputed invoices are attached as Exhibit 5. Atlantic Forwarding and/or Sterling have had since April 11, 2022 to check and dispute these invoices, To date, no dispute has been raised to Sea Fair, therefore, we must assume that these invoices are disputed. These document turnover handling fees total \$5,500.

Following the mandates of 46 C.F.R. § 515.23(b), SeaFair is hereby notifying United States Fire Insurance Company that it intends to file a second claim against surety bond # SU41402, the surety bond in effect at the time the subject shipments for which SeaFair handled document turnover occurred. The amount United States Fire Insurance Company is obligated to pay as of today is the the lesser of (1) the maximum bond amount or (2) \$327,033.52. This amount represents the undisputed invoices and the outstanding destination charges. Should United States Fire Insurance Company refuse to pay the damages sustained by SeaFair, SeaFair will file a complaint against both Sterling and United States Fire Insurance Company in a court of competent jurisdiction. In that event, United States Fire Insurance Company will be obligated to pay court costs and legal fees, in addition to the amount demanded herein.

In accordance with 46 C.F.R. § 515.23(b), this letter is sent to both United States Fire Insurance Company and Sterling via USPS priority mail or courier service.

¹ The invoices are MIAD049825 (\$20,864.66), MIAD049826 (\$19,988.28), MIAD049827 (\$27,357.00), MIAD049828 (\$75,292.08), MIAD049829 (\$37,055.76), MIAD049830 (\$64,764.86), MIAD049831 (\$714.88), MIAD049832 (\$196.00), MIA049838 (\$9,435.00), and MIAD049839 (\$65,865.00).

Thank you in advance for your consideration in this matter. If you have any questions, please do not hesitate to contact us at any time by phone or email.

LIANG + MOONEY, PLLC



Shanshan (Shannon) Liang, Esq.
For the firm

cc:

STERLING CONTAINER LINE LIMITED

Flat/Rm 722, 7/F, Metroplaza, Tower 2

223 Hing Fong Road, Kwai Fong, N.T.

Hong Kong

Via email to marc.matschullat@bsl.atlanticforwarding.com

and ashley.kelley@wbd-us.com