FEDERAL MARITIME COMMISSION

Office of Administrative Law Judges

ACCESS ONE TRANSPORT, INC., *Complainant* v. COSCO SHIPPING LINES CO. LTD., *Respondent.*	Docket No. 24-13

Served: June 6, 2025

ORDER OF: Richard AMBROW, *Administrative Law Judge*.

INITIAL DECISION[1]

I. INTRODUCTION

A. Overview

Complainant Access One Transport, Inc. ("Complainant") filed a complaint alleging that Respondent COSCO Shipping Lines Co., Ltd. ("Respondent") violated the Shipping Act of 1984, as amended, by charging Complainant unjust and unreasonable detention in violation of 46 U.S.C. § 41102(c), as well as by failing to provide adequate terminal space for Complainant to return containers during free time. Complainant also alleges that Respondent imposed an undue or unreasonable preference or disadvantage against Complainant in violation of 46 U.S.C. § 41104(a)(8), retaliated against Complainant on or before June 16, 2022, by resorting to unfair or unjust discriminatory tactics in violation of 46 U.S.C. § 41104(a)(3), and unfairly or unjustly discriminated against Complainant after June 16, 2022, also in violation of 46 U.S.C. § 41104(a)(3). Complainant alleges that due to Respondent's violations of §§ 41102(c) and 41104(a)(3) and (8), Complainant is entitled to reparations totaling $353,985, consisting of reparations in the amount of $45,995 resulting from unjust and unreasonable detention fees, as well as reparations totaling $309,990 for additional costs and fees, such as chassis fees, that Complainant incurred due to Respondent's violations. Complainant also alleges it is entitled to additional amounts.

In brief, Complainant, a motor carrier drayage provider, alleges that Respondent, an ocean common carrier, imposed unjust and unreasonable detention charges for Complainant's failure to return 399 containers after the containers' free time expired. Complainant withdrew its claims related to 20 containers. Respondent canceled detention charges for many of the

[1] This initial decision will become the decision of the Commission in the absence of review by the Commission. Any party may file exceptions to this decision within twenty-two days of the date of service. (46 C.F.R. § 502.227).

containers, leaving detention for approximately 60 containers remaining in dispute. Complainant, however, claims that it is entitled to reparations related to all 379 containers that Complainant did not withdraw, arguing that it incurred expenses, such as chassis fees, for containers that it was unable to return due to Respondent's failure to make return appointments available. Complainant also argues that Respondent's requirement that a trucker both return a container and pick one up in the same trip – a so-called dual transaction – unfairly and unjustly discriminated against Complainant, or gave preference to other truckers.

For its part, Respondent argues that many of Complainant's claims fail due to lack of supporting evidence. Moreover, Respondent argues that it was not responsible for guaranteeing a location to return containers whenever Complainant (and all other drayage carriers) wanted to return a container. Finally, Respondent argues that it did not impose the dual transaction requirement, instead the dual transaction requirement was imposed by terminal operators.

As discussed below, I find that Respondent violated 46 U.S.C. § 41102(c) because it continues to impose detention fees on Complainant, even though Complainant carried its burden of demonstrating that it was unable to return numerous containers due to a lack of available return appointments. I find, however, that Complainant has not shown that Respondent violated § 41102(c) by failing to make terminal space available, and thus is not responsible for chassis fees and other costs. I also find that Complainant has not shown that Respondent violated §§ 41104(a)(8) or (3) – either before it was amended or afterwards. I find that Complainant is entitled to $32,495 in reparations, with interest accruing from the dates set forth in Appendix C.

B. Procedural History

Complainant filed its Verified Complaint on February 27, 2024, alleging violations of 46 U.S.C. §§ 41102(c) and 41104(a)(3) and (8), and seeking reparations. (Verified Complaint).

On March 1, 2024, the Secretary issued a Notice of Filing of Complaint and Assignment ("Notice of Filing"), which, among other things, indicated that the Initial Decision of the presiding judge was to be issued by March 3, 2025. (Notice of Filing, at 2).

The matter was assigned to Chief Administrative Law Judge Erin M. Wirth, who entered the Initial Order on March 4, 2024. (Initial Order).

On April 8, 2024, Respondent filed a Motion for Partial Dismissal ("MTD"). In its MTD, Respondent argued that Complainant's claims arising under §§ 41104(a)(3) and (8) should be dismissed. (MTD). After being allowed an extension, Complainant filed its Opposition to Respondent's Motion for Partial Dismissal ("MTD Response") on May 7, 2024. (MTD Response). Respondent filed its Reply to Complainant's Opposition to Respondent's Motion to Dismiss ("MTD Reply") on May 14, 2024. (MTD Reply). On June 4, 2024, Chief Judge Wirth denied Respondent's MTD. (Order Denying Partial Motion to Dismiss).

Respondent filed its Verified Answer on June 18, 2024. (Verified Answer).

On June 27, 2024, the parties filed a Joint Status Report and Proposed Discovery Schedule ("JSR"). In the JSR, the parties proposed a case schedule, including discovery cutoff of November 15, 2024, and completion of briefing by February 3, 2025. (JSR).

On July 3, 2024, Chief Judge Wirth issued a Scheduling Order that largely adopted the parties' proposed case schedule, with some adjustments. (Scheduling Order, at 2). The Scheduling Order also discusses the format for the parties' proposed findings of fact and responses to proposed findings of fact. (Scheduling Order, at 3).

On July 15, 2024, Respondent filed a copy of a decision from the U.S. Court of Appeals for the D.C. Circuit in *Evergreen Shipping Agency (America) Corp. v. Federal Maritime Commission*. (Notice of Supplemental Authority of July 15, 2024). On July 16, 2024, Complainant filed its Objection to Supplemental Authority ("Objection"). (Objection). Respondent filed a Reply to Complainant's Opposition to Respondent's Notice of Supplemental Authority ("Objection Reply") on July 17, 2024. (Objection Reply). Chief Judge Wirth denied the Objection on September 19, 2024. (Order Denying Objection to Notice of Supplemental Authority).

On September 17, 2024, the parties filed a Joint Motion for Entry of Protective Order. (Joint Motion for Entry of Protective Order). On September 19, 2024, Chief Judge Wirth issued an Order Entering Protective Order.

Complainant filed Complainant's Opening Brief (the "Opening Brief") on December 12, 2024, along with an Appendix in Support of its Opening Brief ("Appendix"). (Opening Brief; Appendix). Complainant's Proposed Findings of Fact were incorporated into its Opening Brief. (Opening Brief, at 12-34). The Opening Brief will be discussed further below.

On January 21, 2025, Respondent filed Respondent's Opposition Brief (the "Response"), along with Respondent's Responses to Complainant Access One Transport Inc.'s Proposed Findings of Fact (the "RCPFF"), Respondent's Proposed Findings of Fact ("RPFF"), and Respondent's Appendix.

Complainant filed Complainant's Reply Brief ("Reply") on January 31, 2025, along with Complainant's Objection to Evidence Proffered by COSCO ("Objection to Evidence"),[2] Complainant's Response to Respondent's Proposed Findings of Facts ("CRRPFF"), Complainant's Reply to Respondent's Responses to Access One Transport, Inc.'s Proposed Findings of Fact ("RCPFF Reply"), and Complainant's Supplemental Rebuttal Appendix ("Reply Appendix"). Both a public version and confidential version of the Reply and Reply Appendix were filed. The public versions of the Reply and Reply Appendix contain redactions. (Reply, at 22; CX01469-CX01476). Complainant did not file a motion for confidential treatment along with its Reply.

On February 3, 2025, Respondent filed Respondent's Motion to Strike or for Leave to File a Surreply ("Motion to Strike"). On February 7, 2025, Complainant filed Complainant's

[2] Complainant objects to three news articles that Respondent submits as evidence. (Objections to Evidence). I do not address these objections because I do not find the objected-to news articles to be informative as to any relevant fact.

Amended[3] Opposition to Respondent's Motion to Strike or for Leave to File a Surreply ("Response to Motion to Strike").

On March 17, 2025, this matter was reassigned to the undersigned.

On March 19, 2025, I ordered Complainant to file a motion for confidential treatment because Complainant did not file such a motion along with its Reply and Reply Appendix, despite the fact that the public versions of each contain redactions. On March 24, 2025, Complainant filed its Motion for Confidential Treatment.

On April 24, 2025, Complainant filed a Stipulation of Substitution of Counsel.

On April 28, 2025, Respondent filed a Notice of Supplemental Authority, and attached a copy of Chief Judge Wirth's Initial Decision in Dkt. No. 22-30.

C. The Parties' Arguments

In its Opening Brief, Complainant, a motor carrier, argues that Respondent, an ocean common carrier, imposed unjust and unreasonable detention charges on Complainant in violation of § 41102(c) for Complainant's failure to return 399 shipping containers before free time expired. (Opening Brief, at 5-12). Complainant argues that it is not at fault for its failure to return containers before free time expired. Instead, Respondent failed to make available times and locations for the return of containers in a timely manner. (*Id*., at 39-41). Complainant withdrew its claims regarding 20 shipping containers. (*Id*., at 5, n.1). Of the 379 shipping containers that were not withdrawn by Complainant, Respondent canceled detention charges for 319, which, Complainant asserts, is an implicit admission by Respondent that Respondent's detention charges regarding those containers were unreasonable. (*Id*., at 38). Complainant argues that it is entitled to reparations for detention charges related to the approximately 60 containers still at issue. (*Id*., at 43). Complainant also argues it is entitled to reparations for costs incurred in connection with all 379 containers, such as storage charges, chassis charges, stop over charges and redelivery charges. (*Id*., at 43). Together, Complainant alleges it is entitled to $353,985. As for its claims under §§ 41104(a)(3) and (8), Complainant argues that Respondent's requirement that motor carriers engage in "dual transactions," *i.e*., requiring a motor carrier to both drop off and pick up a container in the same trip to the terminal, necessarily disadvantaged any motor carrier who did not have a container to pick up. (Opening Brief, at 44-48). Complainant also seeks attorney's fees and other damages.

In its Response, Respondent argues that Complainant fails to submit evidence sufficient to carry its burden of demonstrating that the remaining detention charges were unreasonable. (Response, at 11-14). Likewise, Respondent argues that Complainant failed to demonstrate that it is entitled to recover for damages flowing from the timely failure to return shipping containers because Complainant failed to substantiate damages. (Response, at 14-16; 30-42). As for

[3] Complainant's original Complainant's Opposition to Respondent's Motion to Strike or for Leave to File a Surreply exceeded the page limit. Although Respondent noted in the record that it would consent to allowing Complainant to file an over-sized brief, Complainant re-filed its Response to Motion to Strike within the page limit.

Complainant's claims under §§ 41104(a)(3) and (8), which are premised on Respondent's alleged imposition of the "dual transaction" requirement, Respondent argues, among other things, that it does not impose such a requirement; the dual transaction requirement comes from the terminal operator. (Response, at 21).

Complainant argues in the Reply that the evidence is more than sufficient to support its case. (*See generally* Reply).

D. Respondent's Motion to Strike or for Leave to File a Surreply

In its Motion to Strike, Respondent argues that the RCPFF Reply and the Reply Appendix should be stricken from the record because they are not permitted in the scheduling order, and because "sandbagging" should generally not be permitted. (Motion to Strike, at 3-5). Alternatively, Respondent should be permitted to file a surreply. (Motion to Strike, at 6-8).

In the Response to Motion to Strike, Complainant argues that Complainant has a right to file a reply, which includes a right to reply to the RCPFF. (Response to Motion to Strike, at 2-3). In addition, Commission Rules 202 and 204 give parties the right to submit rebuttal evidence. (*Id*., at 4-5). Complainant's new material is in direct response to arguments made by Respondent. (*Id*., at 5-7). Finally, there is no basis for permitting a surreply. (*Id*., at 7-10).

I **DENY** Respondent's Motion to Strike as to the RCPFF Reply. Complainant replied to every one of Respondent's responses to Complainant's proposed facts that Respondent did not admit. I appreciate that the Initial Order does not indicate that Complainant may reply to Respondent's responses to Complainant's proposed findings of fact. But, reviewing the replies, they read like arguments, as opposed to factual assertions. For example, in Complainant's proposed finding of fact no. 5, Complainant asserts that it attempted to return empty containers within the time allowed. (Opening Brief, at 13). Respondent denied this assertion and stated that there is no evidence that Complainant attempted to return containers on weekends. (RCPFF, at 3). In the RCPFF Reply, Complainant reiterated that its employees tried to obtain appointments on a daily basis. Complainant then argued why it is not required to return a container before the end of free time. Complainant then cross-referenced is responses to Respondent's proposed findings of fact, and noted that it did return containers on weekends. (RCPFF Reply, at 3-4). Were these arguments in the Reply itself, they would be permissible – and, indeed, these arguments are in the Reply. (*See*, *e.g.*, Reply, at 18-20). Therefore, because the RCPFF Reply sets forth arguments that are otherwise permissible in a Reply, I will permit them to remain in the record.

I **DENY** Respondent's Motion to Strike as to the Reply Appendix. The Reply Declaration has three[4] documents: Complainant's initial disclosures; an email chain; and a supplemental declaration by one of Complainant's employees. These documents are submitted in direct response to issues raised by Respondent in its Response. Respondent made the following arguments: Respondent objected to Complainant's use of declarations that were not disclosed in discovery; Respondent argued that its decision to waive detention on some containers should not

[4] There is also a declaration by Complainant's attorney authenticating the new documents.

be deemed an admission as to other containers; and Respondent argued that Complainant did not try to return containers on weekends. (*See, e.g.,* RCPFF, at 3, 9; Response, at 12, 41). Complainant points to its initial disclosures to argue that the declarations were of disclosed witnesses; the email chain is submitted to show that Respondent admitted that Complainant could not return containers; and the supplemental declaration clarified that Complainant tried to return containers on weekends. (Response to Motion to Strike, at 5-7). In short, I will permit the Supplemental Appendix to remain in the record because the documents contained therein are responsive to arguments raised in the Response.

As for Respondent's request for leave to file a Surreply Brief, Respondent's request is **DENIED**. The Commission's Rules provide that a party filing a dispositive motion may file a reply. (46 C.F.R. § 502.70(c)). The rules also provide that: "The non-moving party may not file any further reply unless requested by the Commission or presiding officer, or upon a showing of extraordinary circumstances." (46 C.F.R. § 502.70(d)). Respondent does not cite or discuss 46 C.F.R. § 502.70(d), nor otherwise explain why or how extraordinary circumstances exist. The fact that Complainant included new materials along with its Reply to respond to arguments raised in the Response does not give rise to extraordinary circumstances.

E. Motion for Confidential Treatment

Complainant's request for confidentiality centers on an email wherein Respondent discussed potentially compromising detention charges regarding a container that is not included on the Claims Summary (*see* Findings of Fact, ¶ 39).

The Initial Order provides that if confidential information is filed, a "motion justifying confidential treatment" that shows "good cause by demonstrating that the information is a trade secret or other confidential research, development, or commercial information" is required. (Initial Order, p. 5 (citing 46 C.F.R. § 502.141(j)(1)). The Initial Order also indicates that the confidential information should be clearly and conspicuously marked in the confidential version of the filings and blacked out in the public version. (Initial Order, p. 5). Commission Rule 5 states that: "Confidential information in exhibits should be marked as specified above. If marking within the text is not feasible, individual pages may be replaced in the public version with a page indicating that confidential material is excluded. Entire exhibits should not be excluded, only those pages containing confidential material." (46 C.F.R. § 502.5(a)(2)(iii) (emphasis added)).

I am satisfied that the material identified as confidential is, in fact, sensitive commercial information. Therefore, I will **GRANT** the Motion for Confidential Treatment.

II. FINDINGS OF FACT

A. Findings of Fact Regarding Parties

1. Complainant, Access One Transport, Inc., is a California corporation. (Verified Complaint, ¶ 1).

2. Complainant was a motor carrier at the relevant times. (Opening Brief, at 12; RCPFF, at 2).

3. Complainant asserts that, during the relevant time period, it provided motor carrier services on a "carrier haulage" basis (meaning it is nominated by the consignee and engaged by the ocean carrier), as well as on a "merchant haulage" basis (meaning it is engaged by the consignee or cargo owner). (Declaration of Nobuyuki "Nobu" Suzuki ("Suzuki Decl.")[5] (CX01442)). Complainant asserts that all moves for Tireco, a customer, were done on a carrier-haulage basis. (*Id*.).

4. Respondent, COSCO Shipping Lines Co., Ltd., is a Chinese corporation. (Verified Answer, at ¶ 2).

5. Respondent was an ocean common carrier ("OCC") as defined in 46 U.S.C. §§ 40102(7) and (18). (Verified Answer, at ¶ 4).

6. The record contains Addenda to the Uniform Intermodal Interchange and Facilities Access Agreement ("Addenda to the UIIA"). (CX00148-CX00153).

7. The record contains Respondent's Rules Tariff. (CX00187-CX00571).

B. Findings of Fact Regarding Detention Charges

8. Complainant submitted a spreadsheet with two tabs: one entitled Claims Summary, and one entitled Terminal Availability (collectively, the "Invoices Spreadsheet"). The Claims Summary spreadsheet and the Terminal Availability spreadsheet are also included in Complainant's appendix. (CX01431-CX01435, CX01437-CX01439). One of Complainant's employees signed a declaration describing the data that employee used to compile the spreadsheet. (*See generally* Decl. of Kahana Ogawa ("Ogawa Decl."), CX01450-CX01456).

9. The Claims Summary tab identifies 379 detention charges. (*See generally* Claims Summary). The Claims Summary provides the record citation to detention invoices that Respondent sent to Complainant, along with the invoice date and number, dates for which Complainant was billed detention by Respondent, the corresponding container number, the container pickup date, the container return date, free days, billed days, and the amounts Respondent charged the Complainant. (*See generally* Claims Summary, columns C, D, E, F, J, N, O, P, Q, CX01431-CX01435). I reviewed the cited invoices and confirmed that most of the information in the Claims Summary is correct regarding record citations, invoice dates and numbers, container numbers, container pickup dates, container return dates, free days, billed days and detention amounts Respondent charged. There are some typographical errors in the Claims Summary, but none of the errors on the Claims Summary are material for purposes of this Initial Decision.

[5] Respondent objects to the declarations introduced into evidence by Complainant because they were not produced in discovery. (RCPFF, at 3, 9, 19, 22). The declarations were all signed after discovery ended on November 15, 2024. (Scheduling Order, at 1-2; *see also* CX01444, CX01448, CX01456). Because the declarations did not exist until after discovery ended, Respondent's objections to the declarations are **OVERRULED**.

10. The Claims Summary indicates that Respondent collectively charged detention in the amount of $350,785 for all 379 detention charges that are identified. (*See generally* Claims Summary, Ogawa Decl., CX01452; *see also* Appendix A, described below).

11. At least some containers were returned on weekend dates in February 2022. (Claims Summary, CX01432, Rows 85-88, 99-109, 134-135).

12. Respondent canceled 200 detention charges in whole or in part before this litigation commenced, totaling $110,270, and an additional 121 detention charges after this litigation commenced, totaling $197,720. (*See generally* Claims Summary; Ogawa Decl., CX01452). The three detention charges partially canceled prior to the commencement of this litigation were totally canceled after this litigation was filed. (*See* Claims Summary, CX01431, Rows 24-26; Ogawa Decl., CX01452-CX01454).

13. The Claims Summary identifies 62 containers with charges still in dispute, as well as CSNU1322655, which is discussed below. Column Q of the Claims Summary identifies Total Charged per container. Column U identifies Remaining Disputed Detention Charges. Column X identifies Paid Amount. (*See* Claims Summary, CX01431-CX01435, Columns Q, U, and X).

14. The Claim Summary shows inconsistencies between the amounts shown in Columns Q, U and X for the following four containers: container no. BEAU5569759, the Claims Summary shows $1,345 in Columns Q and U, and $2,705 in Column X; OOCU7067630 shows $625 in Columns Q and U, and $435 in Column X; CSNU8517330 shows $200 in Columns Q and U, and $400 in Column X; and CSNU1322655 shows $1,165 in Column Q, $0 in Column U, and $1,830 in Column X. (Claims Summary, CX01432-CX01434, Rows 86, 171, 224, 298, Columns Q, U, X).

15. Regarding container no. CSNU1322655, Respondent charged a total of $14,515 in demurrage for that container, along with twelve other containers, via invoice no. HOU00061918. (CX00600-CX00601). All detention charges billed on invoice no. HOU00061918 were canceled. (Claims Summary, CX01432, Rows 86-91, 93, 95, 97, 99, 101). Complainant's witness testified via a declaration that all the payments Complainant made for detention charges for containers on invoice no. HOU00061918 were allocated to container no. CSNU1322655. (Ogawa Decl., CX01452-CX01453). Thus, $1,830 in payments are allocated to container no. CSNU1322655. (Ogawa Decl., CX01452). There is no evidence in the record that this amount was ever refunded to Complainant.

16. The net discrepancy in Columns Q, U, and X for the four containers identified in ¶¶ 14-15 is $3,200. The Total Charged for the invoices that remain in issue is $42,795, whereas the Paid Amount remaining at issue is $3,200 higher than the Total Charged, or $45,995. (Claims Summary, CX01435, Row 383, Columns U and X).

17. Respondent admits Complainant paid $45,995 in detention charges. (RCPFF, at 14). Respondent also admits it canceled detention charges totaling $307,990. (*Id*., *see also* RCPFF, at 12).

18. Reviewing Respondent's tariff in the record, for the California region, Respondent apparently does not charge detention for four "free days" (not counting weekends or holidays), then afterwards charges $125 per day for detention for most containers from days 5-9, and $180 starting day 10 and thereafter. (CX00452-CX00453, CX00460; *see also* Opening Brief, at 14; RCPFF, at 6).

19. Of the claims that were not canceled, the Claims Summary shows that most of the detentions charged are either: 1) multiples of $100, *i.e.*, $100 multiplied by the numbers of days charged after eleven days of free time, or, 2) after four days of free time, are a combination of $125 charges up to five days, and then $180 per day over five days, *e.g.*, a charge for $805 consists of five days at $125, and a sixth day at $180. (*See generally* Claims Summary; CX01431-CX01435). The latter (*i.e.*, four free days; $125 per day up to five days after free days; $180 thereafter) is consistent with the tariff. (*See* CX00452-CX00453, CX00460; *see also* Opening Brief, at 14; RCPFF, at 6). The former ($100/day after eleven free days) is neither reflected in the tariff, nor the Addenda to the UIIA. (*Id*.; Addenda to the UIIA, CX00148-CX00153). Detention charges related to Tireco, Inc. all fall into either of the former or the latter categories. Finally, as relevant here, there is one charge for $120 for one day of detention. (Claims Summary; CX01433, line 266).

20. The Terminal Availability tab identifies 264 dates from July 13, 2021, through October 10, 2022, for which Complainant was charged detention. (*See generally* Terminal Availability). The Terminal Availability tab identifies the container return locations, and cross references evidence that shows return-appointment availability by date. (*Id*.). Some dates, however, have no data, such as August 17, 2021, through September 9, 2021. (Terminal Availability, rows 13-17, CX01437).

21. Complainant's appendix contains screenshots from a website called Blue Cargo that shows availability for the return of containers at the ports of Los Angeles/Long Beach ("LA/LB") on particular dates at particular gates for particular equipment. (*See* CX01093-CX01302).

22. Complainant's appendix contains emails from an "emodal.com" email address ("EM"). The EM emails identify various terminals, and whether they were open or not, or whether they required dual transactions. (CX01312, CX01314, CX01316, CX01318, CX01321, CX01331, CX01333, CX01335, CX01347, CX01374-CX01380, CX01381). In particular, there are EM emails showing terminal availability for March 16, 2022 – March 18, 2022, March 23, 2022 – March 27, 2022, March 29, 2022 – April 6, 2022, May 2, 2022 – May 4, 2022, May 13, 2022 – May 25, 2022, and June 26, 2023 – June 28, 2023. (*See id.*). None of the EM emails show that dual transactions were required by all terminals on a particular date. (*Id*.).

23. Complainant's witness testified that Complainant needed to make appointments to return containers, and utilized information from Blue Cargo and EM to make appointments. (Declaration of William Thompson ("Thompson Decl."), CX01446-CX01447). During the relevant time period, Complainant's witness testified that Complainant was unable to locate any available appointments. (*Id*., at CX01447). Often, to the extent appointments were available, the terminal required dual transactions, meaning that a motor carrier

could only drop off and pick up a container during the same trip to the terminal. (*Id*., at CX01448).

24. Complainant's witness testified that when no appointments were available, either the witness or a member of the witness's team would contact the designated terminal or Respondent to determine alternative locations or appointment availability. (Thompson Decl., at CX01448).

25. The record contains several email exchanges between Complainant's President or employees and Respondent's employees regarding return availability and related topics, which are described in ¶¶ 26-34 below.

26. The record contains an email chain dated February 9, 2022, through February 12, 2022. On February 9, Complainant's President indicated that Complainant has been sending daily emails for return locations, yet still have none, and even dual-move locations lack appointments. Complainant's President also complained about being charged per diems. Respondent's employee responded the same day, stating that Respondent's LA/LB office could not stop the per diem clock, and referring Complainant to Respondent's dispute resolution process. That afternoon, Complainant's President replied stating that Complainant has been using the dispute resolution process, which has been unsatisfactory, and Complainant has received shutout threats. Complainant's President also suggested charging Respondent for chassis fees. (CX01395-CX01407; *see also* CX01408-CX01417).

27. The record also shows of the email chain of February 9, 2022, through February 12, 2022, that an employee of Tireco (Complainant's customer) sent an email to Respondent. Tireco's employee stated that if Complainant is unable to return a container, Complainant is also unable to use a chassis to pick up a new container. The following day, February 10, Tireco's employee sent a list of empty containers. Respondent's employee sent an email to her supervisor that forwarded the substance of the emails from Complainant's President (*see* Findings of Fact, ¶ 26) and Tireco's employee. Respondent's supervisor responded that some terminals were open for single empty returns, and suggested that weekend time slots would be open. Complainant's President and employee sent emails to Tireco's employees stating that there were no appointments available, and attached screenshots. On February 15 and February 16, Complainant's employee sent screenshots to Tireco's employees showing no availability. (CX01395-CX01407; *see also* CX01408-CX01417).

28. The record contains an email chain dated February 11, 2022. Complainant's employee indicated that there are no available appointments for a single 40HC container. Respondent's employee responded and asked Complainant's employee to provide a list of containers, which Complainant's employee did. (CX01382-CX01384).

29. The record contains an email chain dated February 14, 2022, through March 31, 2022. On February 14, Complainant's President sent an email to Respondent's employee asking about invoices Complainant sent to Respondent. On February 17, Complainant's President followed up. Respondent's employee responded the same day, although the

response is not entirely in the record. Complainant's employees sent additional follow-up emails on February 21, March 7 and March 31. (CX01427-CX01429).

30. The record contains an email chain dated February 17, 2022, through February 22, 2022. On February 17, Complainant's employee indicated that appointments are not available to return a 40HC single container, and attached screenshots of several grids that showed no availability to return containers. Respondent created a ticket. Later in the morning of February 17, Complainant's employee again emailed Respondent with an update regarding the lack of availability for returns. An employee of Tireco (Complainant's customer) responded to Complainant and asked for a list of empty containers, which Complainant provided. Respondent's employee replied asking Complainant to plan on returning the containers over the weekend. On February 18, Complainant provided another list of empty containers. Complainant's President also sent an email to Respondent asking for exempt status due to the lack of an available return gate, and asserting that Complainant will not be liable for per diems. Finally, on February 22, Complainant's employee provided another list of empty containers. (CX01385-CX01394; *see also* CX01349-CX01356).

31. The record contains an email chain dated March 24, 2022. Complainant's employee indicated that there are no return locations for a single 40HC container. Respondent's employee responded by forwarding an EM email. (CX01318-CX01319). Respondent also responded by indicating that Respondent created a ticket. (CX01357-CX01358). The record contains similar email chains dated March 28, 2022, March 30, 2022, March 31, 2022, April 1, 2022, and April 5, 2022, *i.e.*, Complainant indicated there are no appointments available, and Respondent responded by forwarding the EM email, as well as creating a ticket. (CX01321-CX01322; CX01331-CX01335, CX01347-CX01348, CX1361-CX1362, CX01365-CX01370, CX01373; *see also* CX01371-CX01372 (creating a ticket on April 4, 2022)).

32. The record contains an email chain dated March 25, 2022. Complainant's employee indicated that there are no return locations for a single 40HC container. Respondent's employee apologized and stated that while the Equipment Control Department is unable to waive per diem, Complainant could send an email to different email addresses. (CX01320). Respondent also acknowledged Complainant's request for a ticket. (CX01359-CX01360).

33. The record contains an email chain dated March 29, 2022. Complainant's employee indicated that Complainant needed a return location for a single 40HC container. Respondent's employee responded that only one terminal was taking containers. Complainant's employee replied by stating that no appointments were available at that terminal, and by including a screen shot of the containers to be returned. Respondent's employee wrote back stating that Complainant should keep checking. (CX01328-CX01330; *see also* CX01323-CX01327).

34. The record contains an email chain dated April 4, 2022, through April 5, 2022. Complainant's employee indicated that Complainant needed a return location for a single 40HC container. Respondent's employee responded by instructing Complainant to add

the list of containers, which Complainant did. Respondent responded stating: "Please return to" five terminals. (CX01342-CX01345; *see also* CX01336-CX01341, CX01346).

35. Respondent admits that Complainant has submitted disputes for the invoices at issue in this case. (COSCO Response to Access One Transport, Inc.'s Requests for Admissions, CX00108).

36. Attached hereto is Appendix A. Appendix A is a list of all containers for which Complainant alleges there are detention charges still at issue. Appendix A identifies amounts of detention charged per container based on Respondent's invoices, as well as the dates for which detention was charged. It also identifies the amounts Complainant paid per container (which is usually, but not always, consistent with the amount charged (*see* Findings of Fact ¶¶ 14-16)), and the dates Complainant paid those amounts. In addition, Appendix A describes the evidence that Complainant presents of unavailable container return locations for each day where detention charges are in dispute, and indicates whether Complainant met its burden of showing that there were no available container return locations. Finally, Appendix A shows how reparations are calculated – the reparations calculations are discussed in greater detail below.

37. In summary, per Appendix A, there are 62 containers, as well as container no. CSNU1322655 (to which several other payments were allocated, *see* Findings of Fact, ¶ 15) and 57 discrete dates for which detention was charged and not canceled. (*See* Appendix A).

38. There are no emails or screenshots in the record showing that return appointments were unavailable on the following dates: March 18, 2022, April 6, 2022, May 2-3, 13, 16-20, and 23-24, 2022, June 28-30, 2022, and July 1, and 6, 2022. Of these dates, according to Complainant's Claims Summary spreadsheet, Respondent canceled detention charges related to other containers on March 18, 2022 (Claims Summary, CX01432, rows 158-161, 163-165, 167-169, 172, 174, 177-178, column V), April 6, 2022 (Claims Summary, CX01433, rows 196-217, 221, 225-227, 230-233, column V), June 28, 2022 (Claims Summary, CX01434, rows 296-297, 301-302, 304-305, column V), June 29, 2022 (*Id*.), July 1, 2022 (*Id*., at rows 299-305, column V) and July 6, 2022 (*id*., at rows 299-305, column V). Per the Claims Summary tab, none of the detention charges imposed for any dates in May 2022 were canceled. (Claims Summary, CX01433, rows 254-255, 258-283, column V).

39. Complainant submitted a confidential email chain concerning the compromise of detention charges related to a particular container. (*See* Reply Appendix, CX01467-CX01476). Complainant ultimately withdrew its claim regarding this particular container. (Opening Brief, at 1).

40. The record shows that of the 63 containers with charges remaining in dispute, there are 33 containers where Respondent charged detention where dual moves were required for at least one terminal on at least one day (or 34, counting CSNU1322655). Appendix B, which is derived from the Invoices Spreadsheet, identifies the 33 containers. (*See* Invoices Spreadsheet, CX01431-CX01435, CX01437-CX01439).

41. A dual transaction, also called a dual move, is one where a motor carrier is required to pick up a full container when it drops off an empty. (RPFF, at 8; CRRPFF, at 14).

42. Complainant's witness stated that terminals Respondent designated for container returns "would sometimes require dual moves to return an empty." (Suzuki Decl., at CX01443).

43. Respondent asserts that marine terminal operators ("MTOs"), not common carriers, impose the dual transaction requirement. (RFPP, at 8). Complainant denies this allegation, but for support of its denial, only asserts that Respondent is responsible for ensuring that there is enough terminal space to facilitate returns. (CRRPFF, at 14).

44. One of Complainant's declarant witnesses stated in a declaration that: "Where dual transactions were required, Access did not have the requisite full container pick up to allow a delivery of an empty container to the terminal. Access would send emails in an attempt to find arrangements which would allow the return of empties without a dual move requirement." (Thompson Decl., CX01448).

45. The record contains a series of notices from March 2022 that were on Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") letterhead. (CX01305-CX01310). Notices dated March 23, 2022, and March 28, 2022, indicate that the equipment provider, Respondent, planned to suspend Complainant's interchange on March 29, 2022. (CX01305-CX1307). A notice dated March 29, 2022, indicated that the Complainant's access was suspended. (CX01308-CX01309). The March 23, March 28, and March 29 notices all state: "DISPUTING HOU00035344 OOLU8965521 /AB 2/7 per sha do not shut out under disp pending trade review dw, 2/22 . . . NO EMPTY RET APPT TG[.]" (CX01305-CX1309). Another notice dated March 29, 2022, indicated that the suspension has been removed. (CX01310). Respondent was able to return three containers on March 29, 2022. (Claims Summary, CX01432, rows 174-176, Column N).

46. The record contains a notice dated February 13, 2024, on UIIA letterhead indicating that the identified equipment provider (*i.e.*, Respondent) planned to suspend Complainant's interchange. Specifically, the letter states: "ALL OUTSTND INV'S IN DISPUTE DO NOT SHUT OUT PER SHA 3/1/23 AE 02/13/24 OWES IRIS4. PA[.]" (CX01304).

C. Findings of Fact Regarding Complainant's Invoices to Respondent

47. Complainant's President submitted a declaration. (Declaration of Nobuyuki "Nobu" Suzuki ("Suzuki Decl."), CX01441-CX01444). In it, the witness stated that because Complainant was unable to return empty containers during the free time, Complainant had to keep empty containers mounted either on chassis that Complainant owned or pool chassis. (Suzuki Decl., CX01442). Complainant's President also testified that Complainant was forced to store the empty containers while awaiting a return appointment. (*Id*., at CX01443). In addition, Complainant would stop containers over at its yard instead of hauling them from the consignee directly to the port, and would arrange for re-delivery of the container once an appointment was available. (*Id*.).

48. Complainant submitted invoices to Respondent for chassis fees, storage fees, stop over fees, and redelivery fees. (Suzuki Decl., CX01443-CX01444). Complainant's President

directed his staff to charge $45 per day for storage, $40 per day for chassis use, $125 for stop over fees, and $80 for redelivery fees per container, all of which Complainant's President testifies are reasonable based on the President's experience with the market. (Suzuki Decl., CX01444).

49. The Claims Summary shows that Complainant billed Respondent for $103,080 in chassis fees; $115,975 in storage; $30,750 in stop-over charges, and $19,680 in re-delivery charges. (Claims Summary, CX01435, row 382, columns AC, AD, AE and AF). One of Complainant's employees signed a declaration describing the data that employee used to compile the portion of the Claims Summary tab related to the charges from Complainant to Respondent. (*See generally* Ogawa Decl., CX01453-CX01456).

50. The Claims Summary includes citations to the record of invoices Complainant sent to Respondent. (*See generally* Claims Summary).

III. ANALYSIS AND CONCLUSIONS OF LAW

A. Burden of Proof

To prevail in a proceeding brought to enforce the Shipping Act, "a complainant has the burden of proving by a preponderance of the evidence that the respondent violated the Act. In general, the burden of proof is on the complainant." (*Port Elizabeth Terminal & Warehouse Corp. v. The Port Authority of New York and New Jersey*, Dkt. No. 17-07, 1 F.M.C.2d 264, 2019 WL 1376529, at *13 (ALJ Mar. 25, 2019) ("*PANYNJ*"); *see also* 5 U.S.C. § 556(d)). "It is appropriate to draw inferences from certain facts when direct evidence is not available, and circumstantial evidence alone may even be sufficient; however, such findings may not be drawn from mere speculation." (*OJ Commerce, LLC v. Hamburg Sudamerikanische Dampfschifffahrts-Gesellschaft A/S & Co. KG & Hamburg Sud N. Am., Inc.*, Dkt. No. 21-11, 6 F.M.C. 2d 167, 2023 WL 3969857, *20 (ALJ Jun. 7, 2023) (*aff'd in relevant part* Aug. 27, 2024)).

B. Alleged Violations of 46 U.S.C. § 41102(c)

Complainant argues that Respondent violated § 41102(c). Section 41102(c) of the Shipping Act provides that an OCC "may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling storing or delivering property." (46 U.S.C. § 41102(c)). By regulation, the Commission identified the following five elements of a claim under § 41102(c):

> (a) the respondent is an ocean common carrier, marine terminal operator, or ocean transportation intermediary; (b) the claimed acts or omissions of the regulated entity are occurring on a normal, customary, and continuous basis; (c) the practice or regulation relates to or is connected with receiving, handling, storing or delivering property; (d) the practice or regulation is unjust or unreasonable; and (e) the practice proximately caused the claimed loss.

(46 C.F.R. § 545.4).

Complainant argues that Respondent engaged in several forms of unjust and unreasonable conduct. (*See* Opening Brief, at 34-41). Complainant alleges that Respondent's detention charges did not incentivize freight fluidity because there were no available appointments for Complainant to return containers. (*See* Opening Brief, at 37 (quoting 46 C.F.R. § 545.5)). Complainant argues that Respondent had an unclear dispute resolution process. (*See* Opening Brief, at 40). Complainant asserts that Respondent shut Complainant out for failing to pay detention charges despite Complainant's valid disputes. (*See* Opening Brief, at 40-41). Finally, Complainant argues that Respondent did not have adequate terminal facilities, thereby resulting in Complainant incurring storage, chassis, stop over and redelivery costs. (*See* Opening Brief, at 36, 38 (citing *Interpretive Rule on Demurrage and Detention Under the Shipping Act* ("*Rulemaking*"), 85 FED. REG. 29638, 29650)).

I will break Complainant's argument into two separate parts. First, I will analyze Complainant's assertion that Respondent charged detention where it does not incentivize freight fluidity. I will also analyze Complainant's argument that Respondent's dispute resolution process is opaque, as well as the assertion that Respondent shut out Complainant. I will analyze these arguments together in light of 46 C.F.R. 545.5, the "Interpretive Rule" regarding unjust and unreasonable detention practices. These forms of conduct are directly related to the detention charges at issue. To the extent Respondent is found to have imposed unjust and unreasonable detention charges that do not incentivize freight fluidity and/or had an unclear dispute resolution process, the violation would cause Complainant to pay detention charges that should be refunded in the form of reparations.

Second, I analyze separately Complainant's argument that Respondent failed to provide adequate terminal space. If Respondent is found to have unjustly and unreasonably provided inadequate terminal facilities, it could potentially cause Complainant to suffer a broader injury, such as costs to store containers that Complainant should have otherwise been able to return, and a broader form of reparations.

1. First Argument under § 41102(c): Detention Charges Did Not Incentivize Freight Fluidity

I first address Complainant's argument that Respondent unjustly and unreasonably charged Complainant detention in violation of § 41102(c). Complainant generally argues that it was charged detention even though the detention did not incentivize freight fluidity.

(a) Respondent is an Ocean Common Carrier

Respondent does not contest the first element, and admits that it is an ocean carrier. (RCPFF, at 2). Therefore, the first element of a claim under § 41102(c) is met.

(b) Normal, Customary, and Continuing Basis

The second element of a claim under § 41102(c) is that the claimed acts occurred on a normal, customary and continuous basis. Complainant argues that Respondent imposed the detention charges at issue automatically. Indeed, when Complainant, in an email, asked Respondent's employee for an accommodation because of a lack of available locations for returning a container, Respondent's employee conceded that the employee was unable to waive

the detention charge. (*See* Findings of Fact, ¶ 32). The response that the detention charge could not be waived is consistent with the charge being imposed automatically.

Respondent does not contest this element.

I find that it is more likely than not that the detention at issue was imposed by Respondent on Complainant on a normal, customary and continuing basis, and that this element is satisfied.

(c) Related to Property

The third element is that the practice or policy at issue has to relate to or be connected with the receiving, handling, storing or delivering of the property at issue. I find that this element is satisfied. Complainant alleges that all of the detention charges at issue related to the transportation of containers. Indeed, the detention invoices all identify container numbers. (*See* CX00573-CX00712). Respondent does not contest this element. Therefore, I find that the third element of a claim under § 41102(c) is satisfied.

(d) The Practice or Regulation is Unjust or Unreasonable

Per the Claims Summary spreadsheet, Complainant asserts that Respondent charged $350,785 in unjust and unreasonable detention fees. In general, Complainant argues that it was unable to return containers to the LA/LB ports because it was unable to get return appointments. Therefore, the detention charges at issue did not incentivize freight fluidity.

Of the $350,785 in detention charges, $110,270 in detention charges were canceled before this litigation was commenced, and $197,720 in detention charges were canceled after this litigation was commenced. Remaining at issue are 62 containers for which charges are not canceled, with outstanding remaining detention charges totaling $42,795, and $45,995 in fees paid across 63 containers (which includes the 62 at issue, as well as container no. CSNU1322655, to which several canceled but-not refunded charges have been allocated). (Findings of Fact, ¶¶ 12-17).

(1) Background Regarding Interpretive Rule

The Commission promulgated an interpretive rule applying "to practices and regulations relating to demurrage and detention for containerized cargo." (46 C.F.R. § 545.5(a)). In general, "[i]n assessing the reasonableness of demurrage and detention practices and regulations, the Commission will consider the extent to which demurrage and detention are serving their intended primary purposes as financial incentives to promote freight fluidity." (46 C.F.R. § 545.5(c)(1)). Regarding detention charges, the Commission's interpretive rule provides that: "Absent extenuating circumstances, practices and regulations that provide for imposition of detention when it does not serve its incentivizing purposes, such as when empty containers cannot be returned, are likely to be found unreasonable." (46 C.F.R. § 545.5(c)(2)(ii))." (46 C.F.R. § 545.5(c)(2)(i)). The rule continues, stating that:

> **(d)** ***Demurrage and detention policies.*** The Commission may consider in the reasonableness analysis the existence, accessibility, content, and clarity of policies

> implementing demurrage and detention practices and regulations, including dispute resolution policies and practices and regulations regarding demurrage and detention billing. In assessing dispute resolution policies, the Commission may further consider the extent to which they contain information about points of contact, timeframes, and corroboration requirements.
>
> **(e)** ***Transparent terminology.*** The Commission may consider in the reasonableness analysis the extent to which regulated entities have clearly defined the terms used in demurrage and detention practices and regulations, the accessibility of definitions, and the extent to which the definitions differ from how the terms are used in other contexts.

(46 C.F.R. §§ 545.5(d)&(e); *see also Bakerly, LLC v. SeaFrigo USA, Inc.*, Dkt. No. 22-17, 2024 WL 4678461, at *21 (FMC Oct. 30, 2024)). The Final Rule promulgating 545.5 states that each case would be decided on its own facts. (*Rulemaking*, 85 FED. REG. 29638, 29642).

The Commission issued a decision discussing the interpretive rule in *TCW, Inc. v. Evergreen Shipping Agency (America) Corp.*, Dkt. No. 1966(I), 2025 WL 516256 (FMC Feb. 13, 2025) ("*TCW II*"). In that case, a trucker was charged detention for failing to return a chassis and container for several days after its free days expired. (*TCW II*, 2025 WL 516256, at *2). The trucker challenged the detention charges imposed while the port was closed for the Memorial Day weekend. (*Id*.). The Commission originally affirmed the initial decision of the small claims officer ("SCO") finding that the detention charges imposed while the port was closed to be unreasonable as the equipment could not be returned during those days. (*Id*., at *3 (citing *TCW v. Evergreen Shipping Agency (America) Corp.*, Dkt. No. 1966(I), 2022 WL 18068977 (FMC Dec. 29, 2022) ("*TCW I*"))). The D.C. Circuit vacated and remanded the Commission's decision, reasoning that the Commission did not analyze adequately the incentivizing effect of the detention charge at issue and did not respond to Respondent's arguments. (*TCW II*, 2025 WL 516256, at *3 (citing *Evergreen Shipping Agency (America) Corp. v. Fed. Mar. Comm'n*, 106 F.4th 1113 (D.C. Cir. 2024)).

On remand, the Commission again affirmed the SCO's initial decision. (*TCW II*, 2025 WL 516256, at *4-11). The Commission emphasized that it would assess the reasonableness of the detention charge at issue by balancing: "how a particular charge fits within the incentive principle to further the primary purpose of promoting freight fluidity alongside other arguments and extenuating circumstances raised by the parties to determine if they are relevant to assessing reasonableness and if so, whether they outweigh the finding under the incentive principle." (*Id*., at *4). The Commission noted, among other things, that while detention charged over a weekend could incentive return of a container prior to the weekend, that does not necessarily promote freight fluidity. (*Id*., at *5-6). Moreover, allowing detention to accrue over a weekend disincentivizes regulated entities from improving freight fluidity. (*Id*., at *6-7). As for the specific facts of the case, the Commission also noted that it was not possible for the trucker to return the cargo to the port before the port was closed for the Memorial Day weekend. (*Id*., at *6-7). The Commission discussed the counterarguments for why the detention was reasonable. (*Id*., at *8-9). For example, the Commission noted that some facts pointed to a finding of reasonableness, such as the respondent provided a generous amount of free time; the relevant governing agreement had a dispute resolution provision; and the port closure was known in

advance. (*Id*.). Nevertheless, none of these facts were dispositive. (*Id*.). The Commission concluded, based on the specific facts, that the charges were not reasonable because the trucker was unable to get the container back to the port before the holiday weekend. (*Id*., at *9).

(2) Application of Interpretive Rule to This Case

As noted, Complainant argues that it was unable to return the containers at issue due to unavailable appointments. (Opening Brief, at 8, 40, 43; Reply, at 10). For support, the Complainant attaches screenshots from Blue Cargo and EM, as well as email complaints. Complainant also notes that Respondent canceled numerous detention charges, essentially admitting that the detention charges were wrongful.

Complainant bears the burden of proof. (*PANYNJ*, 2019 WL 1376529, at *13; *see also* 5 U.S.C. § 556(d)). I may draw inferences, and direct evidence is not necessary for a complainant to prevail. (*OJ Commerce, LLC*, 2023 WL 3969857, at *20). But, findings may not be drawn from mere speculation. (*Id.*). Moreover, whether a detention or demurrage charge is reasonable is a fact-specific inquiry that balances: "how a particular charge fits within the incentive principle to further the primary purpose of promoting freight fluidity" with other arguments and circumstances "raised by the parties to determine if they are relevant to assessing reasonableness and if so, whether they outweigh the finding under the incentive principle." (*TCW II*, 2025 WL 516256, at *4-11).

Due to the fact-specific nature of whether demurrage or detention charges are just and reasonable, it is appropriate to review the charges related to each individual container in order to determine whether a charge was unjust or unreasonable. This is precisely what Chief Judge Wirth did in *Hapag-Lloyd A.G. and Hapag-Lloyd (America) LLC – Possible Violations of 46 U.S.C. § 41102(c)* ("*Hapag Lloyd, A.G.*"), Dkt. No. 21-09, 4 F.M.C.2d 53, 2022 WL 1239377 (ALJ Apr. 22, 2022) (settlement approved Jun. 8, 2022), which was another case involving allegedly unjust and unreasonable detention charges, and which was decided before the present case was commenced. There, the Commission issued an Order of Investigation and Hearing against the respondents to determine whether the respondents violated § 41102(c) for: 1) assessing detention in relation to eleven containers where return appointments were unavailable during free time, and 2) failing to waive detention when presented with evidence of unavailable appointments. (*Hapag-Lloyd, A.G.,* 2022 WL 1239377, at *1). In the Initial Decision, the ALJ determined while there were no specific evidentiary requirements, she reviewed the evidence regarding each individual container. (*Id*. at *26-30). Among other things, the ALJ noted that the trucking company that worked at the relevant port provided evidence that it attempted to make appointments to return containers, specifically screenshots from Blue Cargo, if appointments were unavailable, and that it emailed Respondents regarding unavailability. (*Id*., at *21, *27). The ALJ concluded that where documentation was absent, she was unable to make findings. (*Id*., at *27). For example, for one particular container, the last free day was June 8, and there was evidence in the record that appointments were full on June 11, and June 14-16; thus, the ALJ found that the Respondents charged detention for four days when the container was unable to be returned. (*Id*., at *28). The ALJ also concluded that where evidence showed that appointments to return containers were unavailable, detention was inappropriate: "Therefore, [respondents] charged detention for fourteen days when there is evidence that sufficient appointments were not

available. This policy and practice is unreasonable because no amount of detention could have incentivized the return of the containers on those fourteen days." (*Id*., at *30).

Applying the fact-specific, container-by-container analysis used in *Hapag-Lloyd, A.G.*, I discuss below the four types of evidence presented by Complainant, namely Blue Cargo screenshots, settlements on some days but not others, email complaints, and EM emails. I also briefly discuss the $3,200 that Complainant paid that exceeded the Total Charged. (Findings of Fact, ¶¶ 13-16).

(i) Blue Cargo

First, for many of the dates at issue, Complainant presents screenshots from the Blue Cargo website. Most of the screenshots from Blue Cargo show that there was no appointment available to return a container to the ports on a given day. Where the record contains a Blue Cargo screenshot showing no appointment to return a container on a given day, I find that to be strong evidence in favor of Complainant's claim that the detention charges were unjust and unreasonable because they do not promote freight fluidity – no amount of detention could incentivize the return of a container when no appointments are available.

Respondent objects to the use of the Blue Cargo screenshots questioning their reliability and their relevance. (RCPFF, at 5, 25-26). Regarding reliability, Respondent notes that the Initial Decision in *Hapag-Lloyd, A.G.*, found that Blue Cargo information is sometimes inaccurate. (*Hapag-Lloyd, A.G.*, 2022 WL 1239377, at *27). As for relevance, Respondent asserts that terminals release information regarding appointment availability one-and-a-half to two weeks in advance. Appointments were taken quickly. Thus, screenshots from a particular day as of that morning are not relevant. (RCPFF, at 5, 25-26).

I am not persuaded by these arguments. In *Hapag-Lloyd, A.G*., Chief Judge Wirth rejected concerns about the reliability of the Blue Cargo evidence, noting that the ocean carrier there pointed to nothing more reliable. (*Hapag-Lloyd, A.G.*, 2022 WL 1239377, at *27). Moreover, she relied on Blue Cargo screenshots in making her decision. (*See, e.g., id.*, at *33). Here, Respondent points to no evidence of anything more reliable than the Blue Cargo screenshots, and offers no evidence contradicting the information reported on the Blue Cargo screenshots. In fact, Respondent acknowledges that there is "some evidence for some containers," and acknowledges that a reparations award of $27,560 may be appropriate. (Response, at 12-14, 31, 42). Therefore, I **OVERRULE** Respondent's objection to the use of the Blue Cargo screenshots.[6]

In addition to relying on the Blue Cargo screenshots, Complainant asserts that the dispute resolution process was opaque. (Opening Brief, at 40). The Interpretive Rule provides a variety

[6] Respondent does not make any argument regarding the size of the containers. Column G of the Claims Summary identifies the size of the containers. Many of the containers remaining at issue were 40HQ or 40DC. (*See, e.g*., Claims Summary, CX01433, rows 253-283, column G). Many of the relevant Blue Cargo screenshots show no available return appointments for 40HC containers, as opposed to 40HQ or 40DC containers. (*See, e.g*., CX01205-CX01221 (Blue Cargo screenshots from April 2022)). Because Respondent did not raise this issue, I do not address it.

of considerations that go into determining whether demurrage and detention charges are just and reasonable. One factor is the: "existence, accessibility, content, and clarity of policies implementing demurrage and detention practices and regulations, including dispute resolution policies and practices and regulations regarding demurrage and detention billing[,]" including contact information, timeframes, and required information. Another is: "the extent to which regulated entities have clearly defined the terms used in demurrage and detention practices and regulations, the accessibility of definitions, and the extent to which the definitions differ from how the terms are used in other contexts." (46 C.F.R. §§ 545.5(d)&(e)).

The record contains relatively little information on how Respondent's demurrage and detention dispute resolution process worked. Indeed, from the record, Respondent's demurrage and detention dispute resolution process appears to have been slow and at least somewhat inconsistent. Although Respondent waived most of the detention charges originally imposed on Complainant, many charges were not waived until after this suit was filed. (*See* Findings of Fact, ¶ 12). In the case of one claim, Respondent apparently did not cancel the claim until after Complainant was shut out of the ports, albeit for only a short period of time. (*See* Finding of Fact, ¶ 45; *see also* Claims Summary, CX01431, row 51). There are some charges Respondent did not cancel even though the record contains Blue Cargo screenshots showing a lack of available appointments. (*See generally* Appendix A). In fact, Respondent essentially acknowledges that the at least some of Complainant's outstanding claims have supporting evidence and may be meritorious. (Response, at 12-14, 31, 42). As is recognized by the Interpretive Rule, the lack of clarity, as evidenced by Respondent's apparent inconsistent treatment of claims, supports a finding of unreasonableness.

Complainant also alleges that Respondent threatened to, and ultimately did, shut Complainant out on March 29, 2022. (Opening Brief, at 40-41; *see also* Findings of Fact, ¶ 45). The shut out notice, however, was terminated the same day it went into effect. (*Id*.). Complainant presents no evidence of harm flowing from the shut out, such as being unable to return a container due to the shut out. In fact, Complainant was able to return three containers on March 29, 2022. (*Id*.). Therefore, the March 29, 2022, shut out notice does not appear to be relevant to the outcome of this matter.

Respondent points out that Complainant did not attempt to return several containers until either the last day of free time, or after the last day of free time. (Response, at 14). I do not find that defense to be persuasive. There is no requirement to return an empty container before free time expires. In any event, the evidence shows that attempts to return containers before the end of free time would often have been futile. For example, for container no. DFSU7556171, the clock started on Thursday, April 7, 2022, and the last free day was Tuesday, April 12, 2022. (CX00622; Claims Summary, CX01433, row 254). There, however, were no available appointments on Friday, April 8, 2022, or Monday, April 11, 2022. (CX01206-CX01207). If there were no available appointments, then no amount of detention could have incentivized the timely return of the containers. (*Hapag-Lloyd, A.G.,* 2022 WL 1239377, at *30).

Respondent argues that Complainant did not return containers on the weekends. (Response, at 41). This assertion is not supported by the record. There are two emails from February 2022 where Respondent's employee states that return times were available on weekends. (Findings of Fact, ¶¶ 27, 30). At least some containers were returned on weekend

dates in February 2022. (Findings of Fact, ¶ 11). It is unclear from the record if weekend return dates were available other than during February 2022. The tariff indicates that detention is not charged on weekends and holidays, which suggests that returns are generally unavailable at those times. (Findings of Fact, ¶ 18).

Accordingly, I find that to the extent that there are Blue Cargo screenshots in the record showing a lack of available appointments on a particular day, Complainant has carried its burden of demonstrating that the detention charge was unjust and unreasonable in violation of § 41102(c). These claims are **GRANTED**.[7] These dates for these containers are identified in Appendix A. There is one exception, however – the evidence shows available time on May 9, 2022. Therefore, without more evidence, Complainant's claims as to May 9, 2022, are **DENIED**.

(ii) Canceling Some Charges But Not Others

The second type of evidence Complainant relies on to carry its burden of proof is Respondent's cancelations. There are several days for which Respondent canceled some detention charges, but not others. As noted in Findings of Fact ¶ 38, Respondent canceled charges related to some containers on March 18, 2022, April 6, 2022, June 28, 2022, June 29, 2022, July 1, 2022, and July 6, 2022. But, as noted in Appendix A, Respondent continues to charge detention for other containers on those same dates. Complainant asserts that Respondent's cancelations are essentially admissions. (Opening Brief, at 9-10, 26, 38; Reply, at 11-12, 21-22). For additional support, Respondent points to a confidential email exchange, though that email exchange is of no relevance as it involves a container no longer at issue in this lawsuit. (Findings of Fact, ¶ 39). Respondent argues that carriers are required to have a dispute resolution process and do not necessarily compromise claims using the same standards that the Commission would use. (Response, at 12-13).

I find Respondent's position to be more persuasive. The fact that Respondent canceled some detention charges on April 6, 2022, and not others, does not necessarily mean that Respondent admitted that all detention charges for April 6, 2022, were unjust and unreasonable. Even given the fact that Respondent's dispute resolution process appears to have been unclear and inconsistent (as discussed above), there may have been alternative reasons that Respondent canceled some charges and not others on April 6. Regardless, the burden of proof is on the Complainant, and without more information, I cannot assume that Respondent's cancelation of some charges and not others on April 6, 2022, or other dates, functions as an admission. Therefore, as noted on Appendix A, for these containers on these dates, Complainant's claims are **DENIED**.

(iii) Email Complaints

The third type of evidence of unavailability are email complaints. The record contains eight email chains from February through April 2022 where Complainant's employee states that no appointments are available. (*See* Findings of Fact, ¶¶ 26-34). In fact, Complainant contested all detention charges at issue. (*See* Findings of Fact, ¶ 35). Respondent essentially argues that

[7] I note below that the fifth element of a claim under § 41102(c), loss causation, is satisfied as to these claims.

simply contesting a claim is insufficient. (*See* Finding of Fact ¶ 35 (admitting Complainant contested all detention charges); *see also* Response, at 13-14 (arguing no evidence exists to support Complainant's claim as to certain detention charges from May 2022)).

Aside from the general admission by Respondent that Complainant contested all detention charges, the record contains emails from March 24, 2022, March 25, 2022, March 28, 2022, April 1, 2022, April 4, 2022, and April 5, 2022. Of those dates, there are Blue Cargo screenshots for March 24, 2022, and March 25, 2022, and I am already persuaded that Complainant has carried its burden of proof that detention charges on those dates violate § 41102(c). (*See* Appendix A).

Regarding the other dates for which there are only emails complaining about unavailability, I am not persuaded that an email complaint alone, without additional supporting evidence, is sufficient to demonstrate that it is more likely than not that appointments to return containers were unavailable. Complainant's employee, for example, could have mistakenly overlooked an open date. In *Simple Forwarding Inc. v. China United Lines Ltd*., Dkt. No. 2010(F) (ALJ Feb. 6, 2025) (notice not to review March 11, 2025),[8] the claimant sought reparations for unjust and unreasonable detention in violation of § 41102(c), even though the screenshots in evidence showed available return times on several dates. In other words, as demonstrated by *Simple Forwarding*, a party can mistakenly assert that appointments are unavailable. Therefore, to the extent that the record contains only an email complaining that appointments were unavailable, Complainant's claims are **DENIED**.

(iv) EM Emails

Fourth, the record contains emails from an email ending in emodal.com ("EM"). The EM emails show that "dual moves" were required at certain terminals on certain days. In particular, there are EM emails in the record for March 16, 2022 – March 18, 2022, April 1, 2022, April 4, 2022 – April 6, 2022, May 2, 2022, May 3, 2022, May 13, 2022, May 16, 2022 – May 20, 2022, May 23, 2022, May 24, 2022, and June 28, 2022. (*See* Finding of Fact, ¶ 22).

I do not find the EM emails to be persuasive. While all EM emails show that dual moves were required on some days by some terminals, none of the EM emails show that all terminals required dual moves on a particular day. To the contrary, each email EM reported that at least one terminal did not require dual moves on each date. Thus, to the extent that there are only EM emails available as evidence on any particular date, namely March 18, 2022, April 6, 2022, May 2, 2022, May 3, 2022, May 13, 2022 – May 24, 2022, and June 28, 2022, Complainant's claims are **DENIED**.

(v) Amounts Paid that Exceeded the Total Charged

As noted in the Findings of Fact, Complainant submitted evidence showing that while Respondent imposed $42,795 in Total Charged detention fees that have not been canceled, Complainant paid $45,995. (*See* Findings of Fact, ¶¶ 16-17). The difference between the Total

[8] This decision is available at: https://www2.fmc.gov/readingroom/docs/2010(F)/(29)%202010(F)%20Initial%20Decision.pdf/.

Charged the Paid Amount is $3,200. Due to a lack of any charges for the additional $3,200, there appears to be no basis for Respondent to retain that money. Therefore, as noted on Appendix A, Complainant's claim for this $3,200 is **GRANTED**.

(e) The practice proximately caused the claimed loss

The final element of a claim under § 41102(c) is that the practice must cause the claimed loss. Here, this element is easily met for the claims where Complainant carried its burden of proof. Complainant paid $45,995 in detention charges. Respondent charged Complainant $32,495 in detention charges for dates for which Complainant has demonstrated that there were no available appointments, or for which there was no supporting invoice. Therefore, Complainant has carried its burden demonstrating that Respondent's practice caused the loss of the detention charges.

(f) Conclusion regarding Complainant's First Argument under § 41102(c): Detention Charges Did Not Incentivize Freight Fluidity

For these reasons, I find that Complainant, by introducing evidence of Blue Cargo screenshots (except for May 9, 2022), as well as Respondent's unclear and inconsistent dispute resolution practices, has carried its burden of demonstrating that Respondent violated § 41102(c) by imposing unjust and unreasonable detention charges on Complainant for dates on which Complainant was unable to return containers because return appointments were unavailable, and therefore such claims are **GRANTED** and are identified on Appendix A. I also find that the remaining evidence in the record of Respondent's alleged violations of § 41102(c), that is, the fact that some claims were canceled and not others, email complaints, and EM emails, is not persuasive. The claims that are supported only by those types of evidence, and not Blue Cargo screenshots, are **DENIED**. In addition, Complainant's claim is **GRANTED** to the extent it paid $3,200 more than is supported by invoices from Respondent. Appendix A identifies the container, the dates for which detention was charged, the evidence of unreasonableness, and whether the evidence is sufficient to carry the burden of proof.

2. Second Argument under § 41102(c): Respondent had an Obligation to Ensure Sufficient Terminal Space to Return Containers

Complainant argues that the Respondent "is responsible for having adequate terminal facilities for its operations, including empty returns[.]" (Opening Brief, at 36, 38 (citing *Rulemaking*, 85 FED. REG. 29638, 29650)). Respondent intentionally provided inadequate space to return containers, charged detention, and put the burden on motor carriers like Complainant to challenge the detention charges. (Opening Brief, at 38). Thus, Respondent violated § 41102(c). (*See* Opening Brief, at 36-39; *see also* Reply at 22-24). Because Complainant was unable to return containers immediately to port due to the lack of terminal facilities, Complainant incurred various costs for which it should be reimbursed, such as chassis fees, yard storage costs, stop over fees and redelivery fees. (Opening Brief, at 42). Respondent argues that problems with terminal space were widespread, and nothing in the Shipping Act requires Respondent to always have terminal space available for the return of a container. (Response, at 2-5, 14-16).

Of the five elements of a claim under § 41102(c), I find the first and third elements (respectively, regulated entity and related to property) to be satisfied for the same reasons discussed above.

I discuss the second and fourth elements (respectively, normal, customary and continuing basis, and the practice is unjust or unreasonable) together. In the context of Complainant's second argument under § 41102(c), the second element asks whether Respondent failed in its duty to provide sufficient terminal space on a normal, customary and continuing basis. The answer to this question turns on the scope of Respondent's duty to provide terminal space, which, in turn, depends on what is just or reasonable. Once the scope of that duty is defined, then it can be determined if Complainant carried its burden of demonstrating that Respondent failed in its duty to provide terminal space on a normal, customary and continuing basis.

Complainant supports its argument that Respondent had a duty to provide adequate terminal space by relying on the following statement by the Commission, found in the rulemaking for the Interpretive Rule: "Ocean carriers must provide adequate terminal facilities." (*Rulemaking*, 85 FED. REG. 29638, 29650). The Commission made this statement in the context of discussing the scope of the Interpretive Rule. (*Id*.). In particular, the Interpretive Rule indicated that it was focused on the relationship between regulated entities and shippers, intermediaries and truckers, and not on the relationship between carriers and MTOs. (*Id*.). The Commission made the statement that carriers must provide adequate terminal facilities, and then commented that most carriers satisfy their obligations by contracting with another operator, such as an MTO. (*Id*.). The Commission made clear that the relationship between a carrier and an MTO was not its focus. (*Id.*). The Commission, however, also indicated that to the extent a carrier passed wharf or terminal demurrage charges through to a shipper, intermediary, or trucker, the Commission would evaluate the reasonableness of the carrier's practice, and not the relationship between the carrier and the MTO. (*Id*.).

In making its statement that carriers must have adequate terminal facilities, the Commission referenced a fact-finding investigation that preceded the *Rulemaking*, *i.e.*, *Fact Finding Investigation No. 28 Final Report* (the "*Final Report 28*") (Dec. 3, 2018).[9] (*Rulemaking*, 85 FED. REG. at 29650, n. 194).[10] *Final Report 28* states that a carrier has a duty, as part of its obligation to tender cargo to a consignee, to do more than deposit cargo on a reasonable pier. (*Final Report 28*, at 27). Unless otherwise required, the carrier must unload cargo to a dock or pier, place it in a location where it is accessible to the consignee, segregate it by bill of lading

[9] *Final Report 28* is available at: www2.fmc.gov/readingroom/docs/FF No. 28/FF-28_FR.pdf/ (last visited June 3, 2025).

[10] The *Rulemaking* also cites *The Boston Shipping Ass'n, Inc. v. Port of Boston Marine Terminal Ass'n*, Dkt. No. 66-28, 10 F.M.C. 409, 415 (FMC Jun. 23, 1967). In that case, the Commission discussed the obligations of a carrier to tender cargo for delivery. (*The Boston Shipping Ass'n*, 10 F.M.C., at 415). The Commission's list of obligations in *The Boston Shipping Ass'n* is essentially the same as the list identified in the *Final Report 28*, which is described in the main text. (*Compare The Boston Shipping Ass'n*, 10 F.M.C., at 415 *with Final Report 28*, at 27). Both *The Boston Shipping Ass'n* and the *Final Report 28* cite *Am. Pres. Lines, Ltd. v. Fed. Maritime Bd.*, 317 F.2d 887, 888 (D.C. Cir. 1962), for their list of obligations.

and count, give notice to the consignee, and afford the consignee a reasonable opportunity to come and get the cargo – the opportunity to come get cargo is "free time." (*Id*.). To discharge this duty of tender, the carrier is required to provide, directly or through an agent, adequate terminal facilities. (*Id*.). *Final Report 28* stated that tender and demurrage (*i.e.*, charging a fee for picking up cargo past free time) are related – a carrier must first tender cargo before it can charge demurrage. (*Id*.).

Although the list of carrier duties identified in *Final Report 28* does not specifically include "providing a location for returning a container," I find that a carrier is required to provide a location for container return, either directly or through an agent, such as an MTO. Indeed, a carrier's right to charge detention for failure to return a container in a timely manner presupposes that the carrier has made available a reasonable amount of space to return a container.

The Commission often uses the word "reasonable" in describing a carrier's (or any regulated entity's) duties. For example, the *Final Report 28* states that a carrier must afford a consignee a "reasonable" amount of time to get the cargo. (*Final Report 28*, at 27). As another example, the *Final Report 28* cites *Investigation of Free Time Practices—Port of San Diego ("Port of San Diego")*, No. 1217, 9 F.M.C. 525 (FMC May 24, 1966). (*See Final Report*, at n. 31-33). At issue there was whether the port violated Section 17 of the Shipping Act of 1916 (the predecessor statute to § 41102(c)) by allowing 30 days of free time for cargo (which the port permitted for marketing purposes), as opposed to 10 free days for exports and 7 free days for imports (which the Commission found to be reasonably necessary). (*Port of San Diego*, 9 F.M.C. at 532-40). The Commission found that the practice of permitting 30 days of free time was unreasonable because, among other reasons, it potentially created confusion about the carrier's duty to tender cargo. (*Id*., at 542). The Commission stated, among other things, that a carrier fulfills its duty when it puts the cargo on the dock in a reasonably accessible position, and leaves it there for a reasonable period of time to pick up. (*Id*., at 539, 542). By extending free time for longer than is reasonably necessary, the port's practice unreasonably confused the parties' obligations regarding the duty to tender delivery. (*Id*., at 542-43). Accordingly, I find that while a carrier has a duty to provide a location for returning a container, that duty is limited to whatever is reasonable.

As applied to this case, there is no question that from 2021 through 2022, there were no appointments available for Complainant to return Respondent's empty containers on many occasions. This is evidenced by, among other facts, numerous Blue Cargo screenshots in the record that show no available appointments. Complainant argues that these facts – the lack of available appointments on numerous occasions over two years, as well as the accompanying practice of making a motor carrier like Complainant pursue a refund – show that the Respondent intentionally failed "to provide adequate terminal facilities[,]" including adequate terminal space, on a normal, customary and continuing basis. (Opening Brief, at 38, 40).

I do not agree that the lack of available appointments shows that Respondent failed to provide adequate terminal space to return a container on a normal, customary and continuing basis. During the relevant time frame of this case, there was apparently severe congestion at many ports. In *Fact Finding Investigation No. 29 Final Report* (the "*Final Report 29*") (May 31,

2022)[11], the Commission found that beginning in the fourth quarter of 2020, "[i]ncreased demand exposed existing problems in the international ocean supply chain, leading to extreme supply chain port and marine terminal congestion." (*Final Report 29*, at 11, 40). Several initial decisions from recent years refer to "'unprecedented stress being placed on the supply chain'" and resulting congestion during the relevant time period. (*See Hapag Lloyd A.G.*, Dkt. No. 21-09, 2022 WL 1239377, at *2 (quotations omitted); *TZ SSE Buyer, LLC v. Yang Ming Marine Transp. Corp.*, Dkt. No. 24-10, 2025 WL 1083815, at *19-20 (ALJ March 24, 2025) (notice not to review April 24, 2025) (discussing evidence in the record of widespread congestion at ports); *see also TPG Pressure, Inc. v. Omni Logistics and Epic Freight Solutions, LLC*, Dkt. No. 22-31, 2024 WL 4226354, at *33 (ALJ Sept. 12, 2024) ("Thus, the evidence shows that congestion impacted shipping during this time and Respondents reasonably conveyed this to TPG.").[12]

The record shows that Respondent regularly designated several locations for container return during 2021 and 2022. The Blue Cargo screenshots and EM emails all show numerous locations that Respondent designated on a regular basis for returning containers. (*See generally* Findings of Fact, ¶¶ 21-22). While these locations ran out of available appointments on several occasions, it does not necessarily follow that these locations ran out of space due to Respondent's "intentional practice." (Opening Brief, at 38). Instead, it appears at least as likely that the locations Respondent designated for the return of containers simply ran out of room due to the widespread, "extreme" congestion. Accordingly, I find that the record does not show that it was more likely than not that Respondent failed in its duty to provide a reasonable amount of terminal space on a normal, customary and continuing basis during the relevant time period.

Because the second and fourth elements have not been satisfied, Respondent's second argument under § 41102(c) – Respondent is responsible for costs Complainant incurred due to Respondent's failure to provide adequate terminal space to return containers – is **DENIED**. I do not need to discuss the fifth element under § 41102(c) (loss causation).

C. Alleged Violations of 46 U.S.C. §§ 41104(a)(3) and 41104(a)(8)

Complainant argues that the dual move requirement is inherently unfair, and that Respondent's imposition of detention fees based on the dual move requirement violated 46 U.S.C. § 41104(a)(3) – both before and after it was amended – as well as 46 U.S.C. § 41104(a)(8). I discuss these claims in turn.

1. Post-OSRA 22 Version of 46 U.S.C. § 41104(a)(3)

Section 41104(a)(3) was amended by the Ocean Shipping Reform Act of 2022, which was signed into law on June 16, 2022 ("OSRA 22"). After OSRA 22's enactment, § 41104(a)(3) states: "A common carrier, either alone or in conjunction with any other person, directly or indirectly, shall not—. . . (3) unreasonably refuse cargo space accommodations when available,

[11] *Final Report 29* is available at: Fact Finding 29 - Federal Maritime Commission (last visited June 3, 2025).

[12] I take official notice of the facts identified in this paragraph. (46 C.F.R. § 502.226).

or resort to other unfair or unjustly discriminatory methods; . . .” (*See* OSRA 22, Pub. L. No. 117-146, § 7(a)(B), 136 Stat. 1272, 1274 (2022)).

Complainant argues that the dual move requirement gives preference to any motor carrier that can pick up a container at the same time the motor carrier returns a container. Therefore, by its very nature, it is unjust and unfairly discriminatory. (Opening Brief, at 44-46). This argument is not persuasive, however, because there is no evidence in the record that any terminals required a dual move at any relevant time after OSRA 22’s enactment.

Complainant introduced declaration statements about dual moves, but they are not specific about timing. One witness stated that terminals Respondent designated “would sometimes require dual moves to return an empty.” (Findings of Fact, ¶ 42). Another witness stated: “Where dual transactions were required, Access did not have the requisite full container pick up to allow a delivery of an empty container to the terminal. Access would send emails in an attempt to find arrangements which would allow the return of empties without a dual move requirement.” (Findings of Fact, ¶ 44). This testimony does not demonstrate that dual moves were required on or after June 16, 2022, through the remaining portion of the relevant time period, *i.e.*, October 10, 2022, which is the last date Complainant identifies as being at issue. (Claims Summary, CX01435, row 380).

Similarly, the record contains EM emails that show that dual moves were required on some days at some terminal locations that Respondent designated for container returns. The EM emails, however, are from March 16, 2022, through May 25, 2022, or are from June 2023. (Findings of Fact, ¶ 22). None of the EM emails in the record show that a dual move was required at any of the terminals that Respondent designated after June 16, 2022, and during the relevant timeframe.

In sum, Complainant’s assertion that the dual move requirement violated of the post-OSRA 22 version of § 41104(a)(3) must be **DENIED** because there is no evidence in the record supporting the underlying assertion that Respondent refused cargo accommodations or unfairly or unjustly discriminated against Complainant by means of the dual move requirement during the relevant time period of June 16, 2022, through October 10, 2022.

2. Alleged Violation of § 41104(a)(3) – Pre-OSRA 22

Prior to its amendment on June 16, 2022, § 41104(a)(3) stated: “A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—. . . (3) retaliate against a shipper by refusing, or threatening to refuse, cargo space accommodations when available, or resort to other unfair or unjustly discriminatory methods because the shipped has patronized another carrier, or has file a complaint, or for any other reason.”

Complainant argues that the dual move requirement is inherently prejudicial. (Opening Brief, at 48). Respondent effectively penalizes shippers for using other carriers by refusing to take empty container returns unless the Complainant is also picking up a container from Respondent. (*Id*.).

Respondent first responds by asserting that it is not responsible for imposing the dual-move requirement. (Findings of Fact, ¶ 43). This assertion is consistent with a statement in the

Commission's *Rulemaking* regarding dual moves: "Mohawk Global Logistics describes some of the issues that arise when a marine terminal operator requires a dual move to return an empty container . . .". (*See Rulemaking*, 85 FED. REG. 29638, 29655). Nevertheless, the Commission indicated that it would still evaluate an ocean carrier's practices related to a dual move requirement. (*Rulemaking*, 85 FED. REG. at 29655-29656, and n. 276). Therefore, the fact that Respondent did not impose the dual move requirement does not necessarily excuse Respondent from any prohibited conduct.

In the Statement of the Commission on Retaliation, Dkt. No. 21-15 ("*Statement on Retaliation*"), the Commission discussed its interpretation of the pre-OSRA 2022 version of § 41104(a)(3). In it, the Commission emphasized two points that are relevant to this matter.

First, the Commission emphasized that the while the prohibited conduct needed to be "directed at" a "shipper," the term "shipper" is understood broadly, and includes entities other than the cargo owner. (*Id*., at 7). Shipper includes the person for whose account the ocean transportation of cargo is provided, the person to whom delivery is to be made, a shippers' association, or an NVOCC. (*Id*.). Here, although Complainant is not a shipper (*see* MTD Response, at 8), it can nevertheless bring a claim so long as the prohibited conduct is directed at a shipper. (*Statement on Retaliation*, at 7, n.34).

Second, the Commission emphasized that the statute requires a protected activity. (*Statement on Retaliation*, at 7-8). The Commission noted that statute gives two specific examples of protected activity: patronizing another carrier and filing a complaint. (*Id*.). The statute also protects against retaliation for "any other reason," which the Commission interpreted as including participating in a Commission investigation or enforcement activity, commenting on rulemaking, or using the CADRS dispute resolution mechanism. (*Id*.).

I find no evidence in the record that the Complainant's shipper customers, or the Complainant itself, engaged in protected activity. Complainant asserts that Respondent unfairly penalized Complainant and its shipper customers "for patronizing another carrier or its designated terminal" because the dual move requirement meant that Complainant would be unable to return an empty container even if a different container were available for pickup at another terminal. (Opening Brief, at 48; *see also* MTD Response, at 9). There is no evidence in the record, however, supporting Complainant's argument that its shipper customers patronized other carriers, or engaged in any other protected activity. (*OJ Commerce*, 2023 WL 3969857, at *20 (stating that a fact finding may not be made based on speculation)). There is no evidence, for example, that Complainant had an empty container for return to terminal X, which had a dual move requirement and a return appointment available, when Complainant also had the ability to pick up a container from terminal Y. Instead, the record shows that when dual moves were required and Complainant did not have the required full container pickup to allow a return, it tried to arrange for an empty return without a dual move. (Findings of Fact, ¶ 44). Moreover, there is also evidence in the record that even terminals with a dual move requirement lacked available space. (Findings of Fact, ¶ 26).

In any event, the evidence shows it is more likely than not that Respondent imposed detention fees for container that were returned late, regardless of whether there is any evidence in the record that a dual move was required, or whether a shipper engaged in a protected activity,

such as patronizing another carrier. (*See*, *e.g.*, Appendix A, container no. OOCU8403750) (showing that Respondent imposed detention charges despite no evidence of any dual move requirement being in effect). Therefore, I find that Complainant has not met its burden of showing protected activity by Complainant or its shipper customers, which is a necessary element to find a violation of the pre-OSRA 22 version of § 41104(a)(3).

Complainant's claim under the pre-OSRA 22 version of § 41104(a)(3) is **DENIED**. I do not need to address whether Respondent's conduct would be considered prohibited by the statute.

3. Alleged Violation of § 41104(a)(8)

Complainant alleges that the Respondent violated § 41104(a)(8). That statute provides: "A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not . . . for service pursuant to a tariff, give any undue or unreasonable preference or advantage or impose any undue or unreasonable prejudice or disadvantage[.]"

Complainant here alleges that Respondent violated § 41104(a)(8) by charging detention pursuant to Respondent's tariff when Complainant was unable to return a container due to an inherently preferential dual move requirement.

There is no question that Respondent meets the statutory requirement of being a common carrier. (46 U.S.C. § 41104(a)(8); *see also* Answer, ¶ 4).

The statute also requires that the "service" must be "pursuant to a tariff." (46 U.S.C. § 41104(a)(8)). Complainant argues that the detention charges at issue are imposed pursuant to Respondent's tariff. (Opening Brief, at 45). There is no Commission authority directly on the point of whether the imposition of fees pursuant to a tariff satisfies the requirement of "service pursuant to a tariff." The closest authority is in *TCW, Inc. v. Hapag-Lloyd A.G. and Hapag-Lloyd (America) LLC*, Dkt. No. 1992(I), 2025 WL 843336 (FMC Mar. 12, 2025). There, the Commission affirmed the dismissal of a motor carrier's claim that a "street turn" fee violated § 41104(a)(8), noting, in relevant part, that the OCC represented that the street turn fee was not in the OCC's tariff. (*Id*. at *1, *5). Because the Commission dismissed a claim under § 41104(a)(8) where the fee was not in the tariff, there is an implication that the Commission may have allowed a claim under § 41104(a)(8) to proceed had the fee at issue been in the tariff. Accordingly, based on this guidance, I conclude that if a fee is identified in the tariff, the element of "service pursuant to a tariff" is satisfied.

I find that it is more likely than not that at least some of the fees at issue were imposed pursuant to the tariff. Respondent's tariff apparently provides for four "free days" (not counting weekends or holidays), then afterwards charges $125 per day for detention for most containers from days 5-9, and $180 starting day 10 and thereafter. (Finding of Fact, ¶ 18). The record shows that at least some of the detention charges were imposed in a manner that is consistent with this formula. (*See generally* Claims Summary, CX01431-CX01435; *see also* Finding of Fact, ¶¶ 18-19). For example, a detention charge of $805 would be five days at $125, plus one day at $180. (Claims Summary, CX01433, row 222). Thus, it appears that at least some of the charges were calculated using the tariff.

Some of the fees, however, do not appear to be based on the tariff. For example, several of the detention charges at issue show 11 days of free time; those same charges are apparently in multiples of $100. (*See* Claims Summary, CX01433, rows 245-251). The tariff, however, allows four days of free time, and does not impose charges in multiples of $100. (Findings of Fact, ¶ 18). Nor does the Addenda to the UIIA provide for 11 days of free time or charges in multiples of $100 (at least not for days 5-9). (*See* Findings of Fact, ¶ 19). Therefore, it appears more likely than not that charges following 11 days of free time, and that are calculated in multiples of $100, specifically those identified on Appendix B, were not imposed pursuant to a tariff.

There was also one charge for $120 for one day of detention following five free days. (Findings of Fact, ¶ 19). That charge is also not consistent with the tariff or Addendum to the UIIA.

Therefore, as noted on Appendix B, I find that the charges that are consistent with the terms of the tariff were more likely than not imposed pursuant to a tariff, and therefore this second element of a claim is satisfied. I find that it is more likely that not that the charges that are not consistent with the terms of the tariff were likely not imposed pursuant to the terms of the tariff, and therefore the second element of a claim under § 41104(a)(8) is not satisfied. Accordingly, such claims are **DENIED**.

The third statutory element under § 41104(a)(8) is an undue or unreasonable preference, or undue or unreasonable prejudice or disadvantage. Complainant argues that a "dual" transaction requirement is inherently prejudicial. (Opening Brief, at 44-45).

Several cases found an undue or unreasonable preference or advantage, or unreasonable prejudice or disadvantage. In *Ceres Marine Terminal v. MD Port Auth.*, Dkt. No. 94-01, 27 S.R.R. 1251, 1997 WL 35281266 (FMC Oct. 10, 1997) ("*CMT*"), *aff'd in part, rev'd in part on other grounds sub nom. MD Port Admin. v. Fed. Mar. Comm'n*, 164 F.3d 624, 1998 WL 716035 (4th Cir. Oct. 13, 1998), the Commission upheld the ALJ's finding of a Shipping Act violation where the complainant alleged, among other things, that the Maryland Port Administration ("MPA") violated § 10(b)(12) of the Shipping Act of 1984, the predecessor to § 41106(2), when the MPA gave an ocean carrier more favorable lease terms than a stevedore. (*Id*., at *31-39). The Commission identified four elements of a claim: (1) two parties are similarly situated or in a competitive relationship, (2) the parties were accorded different treatment, (3) the unequal treatment is not justified by differences in transportation factors, and (4) the resulting prejudice or disadvantage is the proximate cause of injury. (*Id*., at *31). There are other cases finding an undue or unreasonable preference or advantage, or unreasonable prejudice or disadvantage. (*See, e.g., Santa Fe Discount Cruise Parking, Inc., D/B/A EZ Cruise Parking v. The Bd. of Trustees of the Galveston Wharves*, Dkt. No. 14-06, 2021 WL 1575018, *13-20 (FMC Apr. 16, 2021) (finding an unreasonable preference where a cruise-ship terminal operator charged access fees to courtesy buses from a long-term parking lot, whereas limousines were not charged any such fees, and other shuttle buses were not charged the correct amount); *Louis Dreyfus Corp. v Plaquemines Port*, 25 F.M.C. 59, 68 (FMC 1982) (finding an unreasonable preference where the port imposed fees only on vessels over a certain size, thereby essentially exempting smaller vessels). The four elements of a claim of undue or unreasonable preference or advantage, or unreasonable prejudice or disadvantage, have been applied to a claim involving an ocean carrier. (*See Edaf Antillas, Inc. v. Crowley Caribbean Logistics, Inc.*, Dkt. No. 14-04, 2014 WL 5824274

(FMC Nov. 6, 2014) (notice not to review order on motions to dismiss Dec. 8, 2014) (applying the four elements from *CMT* to a claim against a carrier of giving an undue or unreasonable preference or imposing undue or unreasonable prejudice or disadvantage under § 41104).

Complainant does not address these factors, and there is no evidence that Complainant has satisfied any of these factors. First, Complainant does not identify any similarly situated entities or competitors. While there were certainly other drayage providers operating at the LA/LB ports during the same general time period (*see, e.g., Hapag-Lloyd, A.G.*, 2022 WL 1239377, at *6 (discussing another drayage provider operating at the LA/LB port in June 2021)), whether any were similarly situated or in direct competition is unclear. For purposes of this discussion, however, I assume that similarly situated or competitor entities existed.

Second, it is unclear whether these similarly situated or competitor entities were accorded different treatment. Complainant argues that a dual move requirement "gives preference to any motor carrier which ha[s] the ability to pick up a full container at the same time as returning an empty at a particular terminal." (Opening Brief, at 44). But, this assertion is not persuasive because it is not framed correctly. When a dual transaction requirement is imposed by an MTO, the relevant inquiry focuses on the ocean carrier's practices. (*Rulemaking*, 85 FED. REG. 29638, 29655-29656, and n. 276). Thus, the proper inquiry is not whether the dual move requirement gives preference to one motor carrier over another. Instead, the proper inquiry is: when a dual move requirement prevents the return of empty containers, does Respondent impose detention fees on some motor carriers or their shipper customers, and not on others? Here, I assume, for example, that the Golden State Logistics ("GSL") (the entity identified in *Hapag-Lloyd, A.G.*) is Complainant's competitor. There is no evidence regarding whether Respondent would have charged GSL detention if a dual move requirement prevented GSL from returning an empty container because GSL did not have a full one to pick up. In other words, the record says nothing about whether Respondent imposed detention charges in a discriminatory manner when a dual move requirement prevented Complainant or similarly situated entities from returning an empty container.

The third factor identified in *CMT* asks whether the unequal treatment is justified by transportation factors. The fourth element is proximate causation. I do not need to discuss either element, as they are both premised on the finding of different or unequal treatment. Regardless, as for the third element, the Commission assumed that there are operational reasons for dual move requirements.[13] (*Rulemaking*, 85 FED. REG. 29638, 29655-29656, and n. 276). As for the fourth element, although there is evidence in the record that Complainant could not return some containers when a dual move was required (*see* Findings of Fact, ¶ 44), there is no evidence of how any unequal treatment of Complainant by Respondent caused Complainant's injury.

Accordingly, I find that Complainant's claim under § 41104(a)(8) is **DENIED** because there is no evidence in the record of Respondent giving any undue or unreasonable preference or advantage or impose any undue or unreasonable prejudice or disadvantage.

[13] As noted, though, whether an MTO imposes a dual move requirement is not the proper inquiry – the proper inquiry focuses on the ocean carrier's practices in relation to the dual move requirement. (*Rulemaking*, 85 FED. REG. at 29655-29656, and n. 276).

D. Reparations

The Commission "shall direct the payment of reparations to the complainant for actual injury caused by a violation" of the Shipping Act. (46 U.S.C. § 41305(b)). The term "actual injury" includes "the loss of interest at commercial rates compounded from the date of injury." (46 U.S.C. § 41305(a)). Complainant bears the burden of proving that it is entitled to reparations. (*MAVL Capital Inc. v. Marine Transport Logistics, Inc.*, Dkt. No. 16-16, 2022 WL 2209421, at *3 (FMC June 10, 2022)). The Commission explained that: "'(a) damages must be the proximate result of violations of the statute in question; (b) there is no presumption of damage; and (c) the violation in and of itself without proof of pecuniary loss resulting from the unlawful act does not afford a basis for reparation.'" (*MAVL Capital*, 2022 WL 2209421, at *3 (quotations omitted)). Reparations will only be awarded based on actual damages. (*MAVL Capital*, 2022 WL 2209421, at *3) (citations omitted). "Actual damages means 'compensation for the actual loss or injuries sustained by reason of the wrongdoing' which complainants must show to a reasonable degree of certainty." (*MAVL Capital*, 2022 WL 2209421, at *3 (quotations omitted)). "That does not require absolute precision but does require evidence sufficient to reasonably infer the actual loss sustained." (*MAVL Capital*, 2022 WL 2209421, at *3) (citations omitted).

As noted above, I conclude that Respondent violated § 41102(c) by charging detention to Complainant when Complainant presented evidence that it was unable to return a container due to a lack of available return appointments. Below I discuss appropriate reparations for Respondent's violation of § 41102(c). The reparations calculations are set forth on Appendices A and C, which are attached. I first discuss Appendix A.

Appendix A, which is described in part in Findings of Fact, ¶¶ 36-37, lists all of the containers where detention charges are still at issue (*see* Column A of Appendix A). In brief, Appendix A shows the "Detention Charged Amount" (Column E), which is the amount of detention Respondent charged per container, as shown on Respondent's invoices (which are cited to in Column G). The "Paid Amount" (Column B) in Appendix A is the amount of detention Complainant paid per container, as shown in the record (citations to the Paid Amount are in Column D). Appendix A also shows the date of payment (Column C) for the Paid Amount, which is relevant for calculating interest. Appendix A shows each day for which detention was charged for each container (Column F), the evidence Complainant presents of unavailable return locations, and the record cite for Complainant's evidence (Column G). Appendix A shows whether I find the evidence of unavailability to be sufficient, and whether Complainant's claim is granted or denied (Column H). Next, Appendix A shows whether the Detention Charged Amount is consistent with the formula in the tariff (Column I), or the other formulae described in Findings of Fact ¶¶ 18-19. Using the appropriate formula, Appendix A shows the Appropriate Daily Detention based on whether Complainant was able to carry its burden of proof (Column J). Appendix A also shows the reparations amount for each container (Column K). Finally, Appendix A briefly shows how I calculated reparations.

In general, I calculated reparations as follows:

- For containers where the entire Detention Charged Amount ("DCA") was found to be unjust and unreasonable (*see, e.g.*, Container No. OOCU8403750), the reparations amount is equal to the DCA.

- Conversely, for containers where Complainant does not demonstrate that the DCA was unjust and unreasonable, like container GESU6910574, reparations are unavailable.

- For containers where Respondent's DCA (Column E) appears to be calculated pursuant to the tariff (*i.e.*, $125 per day for five days after free time, $180 thereafter (Findings of Fact, ¶ 18)), which is indicted in Column J of Appendix A, I calculated the reparations award as follows: I started with the Paid Amount/Detention Charged Amount ("PA/DCA"), which are identical in most cases, as a baseline; for days where Complainant did not carry its burden of demonstrating that the detention was unjust or unreasonable, I calculated the Appropriate Daily Detention ("ADD") based on the tariff (*i.e.*, appropriate detention is $125 per day for five days; $180 thereafter) (Column J); I then subtracted the aggregate ADD for a container from the PA/DCA for a container; the difference is the amount of reparations. For example, the PA/DCA for container no. OOLU6972711, $985, is consistent with the tariff (five days × $125 = $625; two days × $180 = $360; $625 + $360 = $985). Complainant did not demonstrate that detention charges on two of the nine days were unreasonable. Therefore, only two days of detention for container no. OOLU6972711 were appropriate. The aggregate ADD for two days of detention pursuant to the tariff is $250 (two days × $125 = $250). Subtracting the aggregate ADD, $250, from the PA/DCA for this container, $985, is $735. Therefore, Complainant is entitled to $735 in reparations for this container.

- For containers where Respondent's DCA does not appear to be based on the tariff, it appears that most DCAs are calculated at the rate of $100 of detention charges per day. For such containers, I calculated the reparations amount as follows: I started with the PA/DCA charged for a container as a baseline; for days where Complainant did not carry its burden of demonstrating that the detention was unjust or unreasonable, I calculated the ADD using a rate of $100 per day; I then subtracted the aggregate ADD for the container from the PA/DCA for the container; the difference is the amount of reparations. For example, the PA/DCA for Container no. TCNU1792417 is $1,500. Complainant did not demonstrate that detention charges on four of the fifteen days were unreasonable. Therefore, only four days of detention for container no. TCNU1792417 were appropriate. The ADD for four days of detention using a rate of $100/per day is $400 (four days × $100 = $400). Subtracting the aggregate ADD, $400, from the PA/DCA for this container, $1,500, is $1,100. Therefore, Complainant is entitled to $1,100 in reparations for this container.

- For Container No. TGBU8720569, with a PA/DCA of $120,[14] Complainant carried its burden of proof, and the entire amount is included in the reparations calculation.

[14] The record contains two separate invoices showing detention charges for Container no. TGBU8720569, both of which are listed on Appendix A. Although Respondent's invoices were

- There are four containers identified on Appendix A, as well as Findings of Fact ¶¶ 14-16, where the Paid Amount ("PA") and the DCA are not identical. As for Containers Nos. BEAU5569759 and CSNU8517330, the PA exceeds the DCA by a $1,360 and $200 respectively. (*See* Findings of Fact ¶ 14). Conversely, for Container No. OOCU7067630, the PA is less than the DCA by $190. (*Id.*). In aggregate, the PA for these three containers exceeds the DCA by $1,370 ($1,360 + $200 – 190 = $1,370). I calculated the reparations award for these three containers using the methods described above, except using the DCA as a baseline, as opposed to the PA/DCA amount. For example, for Container No. BEAU5569759, starting with the DCA of $1,345, which is consistent with the tariff, and subtracting the aggregate ADD ($250), the reparations amount is $1,095. Regarding Container No. CSNU1322655, as described in Findings of Fact ¶ 15, Respondent issued an invoice to Complainant with detention charges for several containers, including Container no. CSNU1322655; Respondent eventually canceled all charges for that invoice; Complainant allocated all payments made for containers that are identified on that invoice, totaling $1,830, to Container no. CSNU1322655. The total PA for Container nos. BEAU5569759, CSNU8517330, OOCU7067630 and CSNU1322655 exceeds the total DCA for the same containers by $3,200 (counting the DCA for Container no. CSNU1322655 as $0 because all charges on the underlying invoice were canceled). Because these payments exceed the amount Respondent charged Complainant, Complainant is entitled to the return of the $3,200. The $3,200 is accounted for in Appendix A.

In sum, as shown in Appendix A, I find that Complainant is entitled to reparations totaling $32,495 because that is the aggregate amount of reparations per container. It is also the amount of total PA less total ADD. That number, $32,495, is also consistent with the Commission's decision in *TCW II*, where the Commission affirmed reparations in an amount equal to wrongful detention that the claimant paid. (*TCW II*, 2025 WL 516256, at *11 (*citing TCW I*, 2022 WL 18068977, at *8-9)).

Complainant is entitled to loss of interest at commercial rates compounded from the date of injury. (46 U.S.C. § 41305(a)). In *TCW*, the interest was calculated from the date the detention charge was paid. (*TCW II*, 2025 WL 516256, at *11 (*citing TCW I*, 2022 WL 18068977, at *8-9)). Therefore, I include Appendix C, which is derived from the data on Appendix A, and which shows when interest begins to run for Complainant's reparations, as well as the containers related to the reparations award. To summarize Appendix C briefly, Complainant is entitled to $32,495 in reparations, which consists of:

- Reparations in the amount of $300 with interest beginning to run from July 11, 2022.

issued only two weeks apart, the underlying customers are different, and the DCA are different. (*Compare* CX00624 *with* CX00632).

- Reparations in the amount of $5,020 with interest beginning to run from October 4, 2022.
- Reparations in the amount of $22,725 with interest beginning to run from October 13, 2022.
- Reparations in the amount of $4,450 with interest beginning to run from December 22, 2022.

In total, these amounts add up to $32,495.

Complainant also seeks an award of additional amounts pursuant to 46 U.S.C. § 41305(c). (Opening Brief, at 43, 47-48). That section provides: "On a showing that the injury was caused by an activity prohibited by section subsection 1(b) or (c) of section 41102, . . . the Commission may order the payment of additional amounts, but the total recovery of a complainant may not exceed twice the amount of actual injury." (46 U.S.C. § 41305(c)). The reference to § 41102(c) in § 41305(c) was added as part of OSRA 22. (OSRA 22, Pub. L. No. 117-146, § 12, 136 Stat. 1272, 1279 (2022)). In other words, the potential award of additional amounts only applies to those claims that post-dated OSRA 22. As noted on Appendix A, there is only one detention charge for $100 after June 16, 2022, where the Complainant demonstrates that it was unable to return a container. (*See* Appendix A, Container No. GCXU5485144, July 7, 2022). Complainant does not discuss how the elements of a civil penalty are satisfied other than to say that Respondent's actions were "admittedly intentional, knowing and willful . . . ." (Opening Brief, at 43, 47-48; Reply, at 31-32). Therefore, I find that Complainant has not shown that it is entitled to additional amounts under § 41305(c) for the one wrongful demurrage charge that post-dates the enactment of OSRA 22. Complainant's claim for additional amounts is **DENIED**.

IV. ORDER

Upon consideration of Complainant's Opening Brief, Respondent's Response, Complainant's Reply, the related filings of each, including proposed statement of facts and responses, as well as exhibits, it is hereby:

ORDERED that judgment is **GRANTED** as to Complainant's claim that Respondent violated 46 U.S.C. § 41102(c) by imposing unjust and unreasonable detention on the containers and for the dates identifies in Appendix A, and is entitled to $32,495 in reparations from the dates identified in Appendix C. It is

FURTHER ORDERED that judgment is **DENIED** as to Complainant's claim that Respondent violated 46 U.S.C. § 41102(c) by failing to provide adequate terminal space, and accordingly Respondent is not responsible for chassis fees, yard storage costs, stop over fees and redelivery fees. It is

FURTHER ORDERED that judgment is **DENIED** as to Complainant's claims that Respondent violated 46 U.S.C. § 40114(a)(8) and 46 U.S.C. § 40114(a)(3), both before and after it was amended via OSRA 22. It is

FURTHER ORDERED that Respondent's Motion to Strike or for Leave to File a Surreply is **DENIED**. It is

FURTHER ORDERED that Complainant's Motion for Confidential Treatment is **GRANTED**. It is

FURTHER ORDERED that this proceeding be **DISCONTINUED**.

Richard C. Ambrow Jr -S

Digitally signed by Richard C. Ambrow Jr -S
Date: 2025.06.06 07:19:30 -07'00'

Richard Ambrow
Administrative Law Judge

Appendix A
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Column A	Column B	Column C	Column D	Column E	Column G	Column F	Column G	Column H	Column I	Column J	Column K
Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
OOCU8403750	$300.00	7/11/2022	CX01431, row 17	$300.00	CX00579	9/23/2021	BC (CX01109)	Yes – Claim GRANTED	no		$300.00
		7/11/2022				9/24/2021	BC (CX01110)	Yes – Claim GRANTED			
		7/11/2022				9/27/2021	BC (CX01111)	Yes – Claim GRANTED			
Reparations calculation: entire Detention Charged Amount ("DCA") for Container No. OOCU8403750 is unjust and unreasonable; reparations amount is equal to the DCA. NB -- the invoice shows three billable days; the Claims Spreadsheet (likely erroneously) shows four; I assume that the correct charges were September 23, 24 and 27, 2021.											
BEAU5569759	$2,705.00	10/4/2022	CX01432, row 171	$1,345.00	CX00612-CX00613	3/16/2022	BC (CX01198) EM (CX01374)	Yes – Claim GRANTED	yes		$1,095.00
		10/4/2022				3/17/2022	BC (CX01199) EM (CX01374)	Yes – Claim GRANTED			
		10/4/2022				3/18/2022	EM (CX01374)	No – Claim DENIED		$125	
		10/4/2022				3/21/2022	BC (CX01200)	Yes – Claim GRANTED			
		10/4/2022				3/22/2022	BC (CX01201)	Yes – Claim GRANTED			
		10/4/2022				3/23/2022	BC (CX01202) EM (CX01318)	Yes – Claim GRANTED			
		10/4/2022				3/24/2022	BC (CX01203) EM (CX01312) EM (CX01318) Email (CX01318-CX01319, CX01357-CX01358)	Yes – Claim GRANTED			
		10/4/2022				3/25/2022	BC (CX01204) EM (CX01312) EM (CX01321) Email (CX01320, CX01359-CX01360)	Yes – Claim GRANTED			
		10/4/2022				3/28/2022	Not Available	No – Claim DENIED		$125	
Reparations calculation for Container No. BEAU5569759: Paid Amount/DCA ("PA/DCA")($1,345) less Appropriate Daily Detention ("ADD")($125+$125 =$250)=$1,095. NB -- the Paid Amount ("PA") exceeds the DCA by $1,360; the excess is appropriately refunded, which is accounted for below.											
OOLU6972711	$985.00	10/4/2022	CX01432, row 173	$985.00	CX00612-CX00613	3/18/2022	EM (CX01374)	No – Claim DENIED	Yes	$125	$735.00
		10/4/2022				3/21/2022	BC (CX01200)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/4/2022				3/22/2022	BC (CX01201)	Yes – Claim GRANTED			
		10/4/2022				3/23/2022	BC (CX01202)	Yes – Claim GRANTED			
		10/4/2022				3/24/2022	BC (CX01203) EM (CX01312) EM (CX01318) Email (CX01318-CX01319, CX01357-CX01358)	Yes – Claim GRANTED			
		10/4/2022				3/25/2022	BC (CX01204) EM (CX01312) Email (CX01320, CX01359-CX01360)	Yes – Claim GRANTED			
		10/4/2022				3/28/2022	Not Available	No – Claim DENIED		$125	
Reparations calculation for Container No. OOLU6972711: PA/DCA ($985) less ADD ($125 + $125 = $250) = $735.											
OOLU6933356	$625.00	12/23/2022	CX01433, row 210	$625.00	CX00614-CX00616	4/1/2022	EM (CX01314) EM (CX01375) Email (CX01335; CX01369-CX01370)	No – Claim DENIED	yes	$125	$125.00
		12/23/2022				4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED		$125	
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
Reparations calculation for Container No. OOLU6933356: PA/DCA ($625) less ADD ($125 + $125 +$125 +$125 = $500) = $125.											
FSCU8460676	$985.00	12/23/2022	CX01433, row 218	$985.00	CX00614-CX00616	4/1/2022	EM (CX01314) EM (CX01375) Email (CX01335; CX01369-CX01370)	No – Claim DENIED	Yes	$125	$485.00

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		12/23/2022				4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED		$125	
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. FSCU8460676: PA/DCA ($985) less ADD ($125 + $125 +$125 +$125 = $500) = $485.											
OOCU6910755	$985.00	12/23/2022	CX01433, row 219	$985.00	CX00614-CX00616	4/1/2022	EM (CX01314) EM (CX01375) Email (CX01335; CX01369-CX01370)	No – Claim DENIED	Yes	$125	$485.00
		12/23/2022				4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED		$125	
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. OOCU6910755: PA/DCA ($985) less ADD ($125 + $125 + $125 + $125 = $500) = $485.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
TCNU3739936	$985.00	12/23/2022	CX01433, row 220	$985.00	CX00614-CX00616	4/1/2022	EM (CX01314) EM (CX01375) Email (CX01335; CX01369-CX01370)	No – Claim DENIED	Yes	$125	$485.00
		12/23/2022				4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED		$125	
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. TCNU3739936: PA/DCA ($985) less ADD ($125 + $125 + $125 + $125 = $500) = $485.											
OOCU7227661	$805.00	12/23/2022	CX01433, row 222	$805.00	CX00614-CX00616	4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED	Yes	$125	$430.00
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. OOCU7227661: PA/DCA ($805) less ADD ($125 + $125 + $125 = $375) = $430.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
CBHU9551069	$805.00	12/23/2022	CX01433, row 223	$805.00	CX00614-CX00616	4/4/2022	EM (CX01347) Email (CX01336-CX01348; CX01371-CX01372)	No – Claim DENIED	Yes	$125	$430.00
		12/23/2022				4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED		$125	
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. CBHU9551069: PA/DCA ($805) less ADD ($125 + $125 + $125 = $375) = $430.											
OOCU7067630	$435.00	12/23/2022	CX01433, row 224	$625.00	CX00614-CX00616	4/5/2022	EM (CX01316) EM (CX01347) Email (CX01336-CX01348; CX01373)	No – Claim DENIED	yes	$125	$375.00
		12/23/2022				4/6/2022	EM (CX01316)	No – Claim DENIED		$125	
		12/23/2022				4/7/2022	BC (CX01205)	Yes – Claim GRANTED			
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
Reparations calculation for Container No. OOCU7067630: PA/DCA ($625) less ADD ($125 + $125 = $250) = $375. NB -- the PA is less than the DCA by $190; the difference is accounted for below.											
OOLU6928489	$305.00	12/23/2022	CX01433, row 234 (partially canceled)	$305.00	CX00617	4/7/2022	BC (CX01205)	Yes – Claim GRANTED	yes (total charge was originally $805)		$305.00
		12/23/2022				4/8/2022	BC (CX01206)	Yes – Claim GRANTED			
		12/23/2022				4/11/2022	BC (CX01207)	Yes – Claim GRANTED			
		12/23/2022				4/12/2022	BC (CX01208)	Yes – Claim GRANTED			
		12/23/2022				4/13/2022	BC (CX01209)	Yes – Claim GRANTED			
		12/23/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. OOLU6928489 is unjust and unreasoanble; the reparations amount is equal to the DCA.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
OOLU9860037	$100.00	10/13/2022	CX01433, row 256	$100.00	CX00618	4/26/2022	BC (CX01218)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. OOLU9860037 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
FSCU9318769	$500.00	10/13/2022	CX01433, row 244	$500.00	CX00619	4/14/2022	BC (CX01210)	Yes – Claim GRANTED	Yes		$500.00
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. FSCU9318769 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CCLU7948376	$625.00	10/13/2022	CX01433, row 236	$625.00	CX00619	4/12/2022	BC (CX01208)	Yes – Claim GRANTED	Yes		$625.00
		10/13/2022				4/13/2022	BC (CX01209)	Yes – Claim GRANTED			
		10/13/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CCLU7948376 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
FCIU9735085	$805.00	10/13/2022	CX01433, row 242	$805.00	CX00619	4/12/2022	BC (CX01208)	Yes – Claim GRANTED	Yes		$805.00
		10/13/2022				4/13/2022	BC (CX01209)	Yes – Claim GRANTED			
		10/13/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. FCIU9735085 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CSNU6694001	$805.00	10/13/2022	CX01433, row 243	$805.00	CX00619	4/12/2022	BC (CX01208)	Yes – Claim GRANTED	Yes		$805.00
		10/13/2022				4/13/2022	BC (CX01209)	Yes – Claim GRANTED			
		10/13/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CSNU6694001 is unjust and unreasoanble; the reparations amount is equal to the DCA.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
TCNU2543532	$400.00	10/13/2022	CX01433, row 250	$400.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$400.00
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. TCNU2543532 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CSNU7298284	$200.00	10/13/2022	CX01433, row 251	$200.00	CX00620-CX00621	4/21/2022	BC (CX01215)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CSNU7298284 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
TRHU5868432	$600.00	10/13/2022	CX01433, row 249	$600.00	CX00620-CX00621	4/15/2022	BC (CX01211)	Yes – Claim GRANTED	No		$600.00
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. TRHU5868432 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
OOLU9286551	$100.00	10/13/2022	CX01433, row 248	$100.00	CX00620-CX00621	4/20/2022	BC (CX01214)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. OOLU9286551 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CSNU8006746	$200.00	10/13/2022	CX01433, row 245	$200.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CSNU8006746 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CSNU6933493	$200.00	10/13/2022	CX01433, row 246	$200.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CSNU6933493 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
OOLU8407746	$200.00	10/13/2022	CX01433, row 247	$200.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. OOLU8407746 is unjust and unreasoanble; the reparations amount is equal to the DCA.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
TRHU6667216	$200.00	10/13/2022	CX01433, row 237	$200.00	CX00620-CX00621	4/18/2022	BC (CX01212)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. TRHU6667216 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
CSNU6967894	$100.00	10/13/2022	CX01433, row 238	$100.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. CSNU6967894 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
OOCU7065112	$100.00	10/13/2022	CX01433, row 239	$100.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. OOCU7065112 is unjust and unreasoanble; the reparations amount is equal to the DCA.											
FCIU9821157	$100.00	10/13/2022	CX01433, row 240	$100.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. FCIU9821157 is unjust and unreasonable; the reparations amount is equal to the DCA.											
CSNU7318565	$100.00	10/13/2022	CX01433, row 241	$100.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. CSNU7318565 is unjust and unreasonable; the reparations amount is equal to the DCA.											
DFSU6901587	$100.00	10/13/2022	CX01433, row 235	$100.00	CX00620-CX00621	4/18/2022	BC (CX01212)	Yes – Claim GRANTED	No		$100.00
Reparations calculation: entire DCA for Container No. DFSU6901587 is unjust and unreasonable; the reparations amount is equal to the DCA.											
TEMU6776620	$600.00	10/13/2022	CX01433, row 253	$600.00	CX00620-CX00621	4/19/2022	BC (CX01213)	Yes – Claim GRANTED	No		$600.00
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. TEMU6776620 is unjust and unreasonable; the reparations amount is equal to the DCA.											
CCLU7232709	$1,345.00	10/13/2022	CX01433, row 255	$1,345.00	CX00622	4/14/2022	BC (CX01210)	Yes – Claim GRANTED	Yes		$1,345.00
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CCLU7232709 is unjust and unreasonable; the reparations amount is equal to the DCA.											
DFSU7556171	$1,525.00	10/13/2022	CX01433, row 254	$1,525.00	CX00622	4/13/2022	BC (CX01209)	Yes – Claim GRANTED	Yes		$1,525.00
		10/13/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. DFSU7556171 is unjust and unreasonable; the reparations amount is equal to the DCA.											
CSNU6713800	$1,885.00	10/13/2022	CX01433, row 257	$1,885.00	CX00622	4/12/2022	BC (CX01208)	Yes – Claim GRANTED	Yes		$1,885.00
		10/13/2022				4/13/2022	BC (CX01209)	Yes – Claim GRANTED			
		10/13/2022				4/14/2022	BC (CX01210)	Yes – Claim GRANTED			
		10/13/2022				4/15/2022	BC (CX01211)	Yes – Claim GRANTED			
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
		10/13/2022				4/27/2022	BC (CX01219)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. CSNU6713800 is unjust and unreasonable; the reparations amount is equal to the DCA.											
TGBU8720569	$250.00	10/13/2022	CX01433, row 261	$250.00	CX00624	5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED	Yes		$250.00

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
						5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. TGBU8720569 is unjust and unreasonable; the reparations amount is equal to the DCA. NB -- the same container was charged detention for another date, as indicated below.											
FFAU3398816	$250.00	10/13/2022	CX01433, row 262	$250.00	CX00624	5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED	Yes		$250.00
		10/13/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
Reparations calculation: entire DCA for Container No. FFAU3398816 is unjust and unreasonable; the reparations amount is equal to the DCA.											
TGBU8720569	$120.00	12/23/2022	CX01433, row 266	$120.00	CX00632	5/12/2022	BC (CX01228)	Yes – Claim GRANTED	No		$120.00
Reparations calculation: entire DCA for Container No. TGBU8720569 is unjust and unreasonable; the reparations amount is equal to the DCA. NB -- the same container was charged detention for other dates, as indicated above.											
FFAU3181482	$2,065.00	10/13/2022	CX01433, row 260	$2,065.00	CX00625	4/15/2022	BC (CX01211)	Yes – Claim GRANTED	Yes		$1,815.00
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
		10/13/2022				4/27/2022	BC (CX01219)	Yes – Claim GRANTED			
		10/13/2022				4/28/2022	BC (CX01220)	Yes – Claim GRANTED			
		10/13/2022				4/29/2022	BC (CX01221)	Yes – Claim GRANTED			
		10/13/2022				5/2/2022	EM (CX01376)	No – Claim DENIED		$125	
		10/13/2022				5/3/2022	EM (CX01376)	No – Claim DENIED		$125	
Reparations calculation for Container No. FFAU3181482: PA/DCA ($2,065) less ADD ($125 + $125 = $250) = $1,815.											
CSNU7195096	$1,885.00	10/13/2022	CX01433, row 258	$1,885.00	CX00626	4/15/2022	BC (CX01211)	Yes – Claim GRANTED	Yes		$1,760.00
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
		10/13/2022				4/27/2022	BC (CX01219)	Yes – Claim GRANTED			
		10/13/2022				4/28/2022	BC (CX01220)	Yes – Claim GRANTED			
		10/13/2022				4/29/2022	BC (CX01221)	Yes – Claim GRANTED			
		10/13/2022				5/2/2022	EM (CX01376)	No – Claim DENIED		$125	
Reparations calculation for Container No. CSNU7195096: PA/DCA ($1,885) less ADD ($125) = $1,760.											
OOCU7578753	$1,885.00	10/13/2022	CX01433, row 259	$1,885.00	CX00627	4/15/2022	BC (CX01211)	Yes – Claim GRANTED	Yes		$1,760.00
		10/13/2022				4/18/2022	BC (CX01212)	Yes – Claim GRANTED			
		10/13/2022				4/19/2022	BC (CX01213)	Yes – Claim GRANTED			
		10/13/2022				4/20/2022	BC (CX01214)	Yes – Claim GRANTED			
		10/13/2022				4/21/2022	BC (CX01215)	Yes – Claim GRANTED			
		10/13/2022				4/22/2022	BC (CX01216)	Yes – Claim GRANTED			
		10/13/2022				4/25/2022	BC (CX01217)	Yes – Claim GRANTED			
		10/13/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
		10/13/2022				4/27/2022	BC (CX01219)	Yes – Claim GRANTED			
		10/13/2022				4/28/2022	BC (CX01220)	Yes – Claim GRANTED			
		10/13/2022				4/29/2022	BC (CX01221)	Yes – Claim GRANTED			
		10/13/2022				5/2/2022	EM (CX01376)	No – Claim DENIED		$125	
Reparations calculation for Container No. OOCU7578753: PA/DCA ($1,885) less ADD ($125) = $1,760.											
TCNU1792417	$1,500.00	12/23/2022	CX01433, row 267	$1,500.00	CX00631	4/25/2022	BC (CX01217)	Yes – Claim GRANTED	No		$1,100.00
		12/23/2022				4/26/2022	BC (CX01218)	Yes – Claim GRANTED			
		12/23/2022				4/27/2022	BC (CX01219)	Yes – Claim GRANTED			
		12/23/2022				4/28/2022	BC (CX01220)	Yes – Claim GRANTED			
		12/23/2022				4/29/2022	BC (CX01221)	Yes – Claim GRANTED			
		12/23/2022				5/2/2022	EM (CX01376)	No – Claim DENIED		$100	
		12/23/2022				5/3/2022	EM (CX01376)	No – Claim DENIED		$100	
		12/23/2022				5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED			
		12/23/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
		12/23/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		12/23/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		12/23/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		12/23/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		12/23/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		12/23/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. TCNU1792417: PA/DCA ($1,500) less ADD ($100 × 4 = $400) = $1,100.											
GESU6910574	$600.00	10/13/2022	CX01433, row 281	$600.00	CX00628	5/16/2022	EM (CX01377)	No – Claim DENIED	No	$100	$0.00
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/19/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/20/2022	EM (CX01379)	No – Claim DENIED		$100	
		10/13/2022				5/23/2022	EM (CX01379) EM (CX01380)	No – Claim DENIED		$100	
Reparations are unavailable for Container No. GESU6910574.											
FSCU8831653	$900.00	10/13/2022	CX01433, row 273	$900.00	CX00628	5/5/2022	BC (CX01223)	Yes – Claim GRANTED	No		$500.00
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. FSCU8831653: PA/DCA ($900) less ADD ($100 × 4 = $400) = $500.											
UETU5323081	$900.00	10/13/2022	CX01433, row 269	$900.00	CX00628	5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED	No		$600.00
		10/13/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. UETU5323081: PA/DCA ($900) less ADD ($100 × 3 = $300) = $600.											
DFSU7630915	$800.00	10/13/2022	CX01433, row 270	$800.00	CX00628	5/5/2022	BC (CX01223)	Yes – Claim GRANTED	Yes		$500.00
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. DFSU7630915: PA/DCA ($800) less ADD ($100 × 3 = $300) = $500.											
OOLU6850420	$1,000.00	10/13/2022	CX01433, row 268	$1,000.00	CX00628	5/3/2022	EM (CX01376)	No – Claim DENIED	Yes	$100	$600.00
		10/13/2022				5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED			
		10/13/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. OOLU6850420: PA/DCA ($1,000) less ADD ($100 × 4 = $400) = $600.											
XYLU8114304	$1,100.00	10/13/2022	CX01433, row 282	$1,100.00	CX00628	5/10/2022	BC (CX01226)	Yes – Claim GRANTED	No		$300.00
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	

Appendix A
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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/19/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/20/2022	EM (CX01379)	No – Claim DENIED		$100	
		10/13/2022				5/23/2022	EM (CX01379) EM (CX01380)	No – Claim DENIED		$100	
		10/13/2022				5/24/2022	EM (CX01380)	No – Claim DENIED		$100	
Reparations calculation for Container No. XYLU8114304: PA/DCA ($1,100) less ADD ($100 × 8 = $800) = $300.											
WBOU7025860	$600.00	10/13/2022	CX01433, row 283	$600.00	CX00628	5/17/2022	EM (CX01378)	No – Claim DENIED	No	$100	$0.00
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/19/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/20/2022	EM (CX01379)	No – Claim DENIED		$100	
		10/13/2022				5/23/2022	EM (CX01379) EM (CX01380)	No – Claim DENIED		$100	
		10/13/2022				5/24/2022	EM (CX01380)	No – Claim DENIED		$100	
Reparations are unavailable for Container No. WBOU7025860.											
OOLU6893145	$800.00	10/13/2022	CX01433, row 280	$800.00	CX00628	5/12/2022	BC (CX01228)	Yes – Claim GRANTED	No		$100.00
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/19/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/20/2022	EM (CX01379)	No – Claim DENIED		$100	
		10/13/2022				5/23/2022	EM (CX01379) EM (CX01380)	No – Claim DENIED		$100	
Reparations calculation for Container No. OOLU6893145: PA/DCA ($800) less ADD ($100 × 7 = $700) = $100.											
OOLU9824940	$600.00	10/13/2022	CX01433, row 264	$600.00	CX00628	5/3/2022	EM (CX01376)	No – Claim DENIED	No	$100	$400.00
		10/13/2022				5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED			
		10/13/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
Reparations calculation for Container No. OOLU9824940: PA/DCA ($600) less ADD ($100 × 2 = $200) = $400.											
OOLU8988682	$500.00	10/13/2022	CX01433, row 263	$500.00	CX00628	5/3/2022	EM (CX01376)	No – Claim DENIED	No	$100	$300.00
		10/13/2022				5/4/2022	BC (CX01222) EM (CX01376)	Yes – Claim GRANTED			
		10/13/2022				5/5/2022	BC (CX01223)	Yes – Claim GRANTED			
		10/13/2022				5/6/2022	BC (CX01224)	Yes – Claim GRANTED			
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
Reparations calculation for Container No. OOLU8988682: PA/DCA ($500) less ADD ($100 × 2 = $200) = $300.											
CAIU9569793	$600.00	10/13/2022	CX01433, row 278	$600.00	CX00629	5/11/2022	BC (CX01227)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. CAIU9569793: PA/DCA ($600) less ADD ($100 × 4 = $400) = $200.											
TEMU6361032	$800.00	10/13/2022	CX01433, row 274	$800.00	CX00629	5/6/2022	BC (CX01224)	Yes – Claim GRANTED	No		$400.00
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. TEMU6361032: PA/DCA ($800) less ADD ($100 × 4 = $400) = $400.											
CSNU8070093	$700.00	10/13/2022	CX01433, row 272	$700.00	CX00629	5/6/2022	BC (CX01224)	Yes – Claim GRANTED	No		$400.00
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. CSNU8070093: PA/DCA ($700) less ADD ($100 × 3 = $300) = $400.											
TGBU4854030	$900.00	10/13/2022	CX01433, row 279	$900.00	CX00629	5/11/2022	BC (CX01227)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/19/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/20/2022	EM (CX01379)	No – Claim DENIED		$100	
		10/13/2022				5/23/2022	EM (CX01379) EM (CX01380)	No – Claim DENIED		$100	
Reparations calculation for Container No. TGBU4854030: PA/DCA ($900) less ADD ($100 × 7 = $700) = $200.											
CSLU6278769	$400.00	10/13/2022	CX01433, row 265	$400.00	CX00629	5/9/2022	Open - BC (CX01225)	No – Claim DENIED	No	$100	$300.00
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
Reparations calculation for Container No. CSLU6278769: PA/DCA ($400) less ADD ($100 × 1 = $100) = $300.											
FSCU8987440	$600.00	10/13/2022	CX01433, row 277	$600.00	CX00629	5/11/2022	BC (CX01227)	Yes – Claim GRANTED	No		$200.00
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. FSCU8987440: PA/DCA ($600) less ADD ($100 × 4 = $400) = $200.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
OOLU9968736	$900.00	10/13/2022	CX01433, row 276	$900.00	CX00629	5/6/2022	BC (CX01224)	Yes – Claim GRANTED	No		$400.00
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
		10/13/2022				5/18/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. OOLU9968736: PA/DCA ($900) less ADD ($100 × 5 = $500) = $400.											
FFAU3186674	$700.00	10/13/2022	CX01433, row 275	$700.00	CX00629	5/9/2022	Open - BC (CX01225)	No – Claim DENIED	No	$100	$300.00
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/17/2022	EM (CX01378)	No – Claim DENIED		$100	
Reparations calculation for Container No. FFAU3186674: PA/DCA ($700) less ADD ($100 × 4 = $400) = $300.											
TLLU5742117	$700.00	10/13/2022	CX01433, row 271	$700.00	CX00629	5/6/2022	BC (CX01224)	Yes – Claim GRANTED	No		$400.00
		10/13/2022				5/9/2022	Open - BC	No – Claim DENIED		$100	
		10/13/2022				5/10/2022	BC (CX01226)	Yes – Claim GRANTED			
		10/13/2022				5/11/2022	BC (CX01227)	Yes – Claim GRANTED			
		10/13/2022				5/12/2022	BC (CX01228)	Yes – Claim GRANTED			
		10/13/2022				5/13/2022	EM (CX01377)	No – Claim DENIED		$100	
		10/13/2022				5/16/2022	EM (CX01377)	No – Claim DENIED		$100	
Reparations calculation for Container No. TLLU5742117: PA/DCA ($700) less ADD ($100 × 3 = $300) = $400.											
CSNU8517330	$400.00	12/23/2022	CX01434, row 298	$200.00	CX00633-CX00634	6/28/2022	Not Available	No – Claim DENIED	No	$100	$0.00
		12/23/2022				6/29/2022	Not Available	No – Claim DENIED		$100	
Reparations are unavailable for Container No. CSNU8517330 except to the extent that the Paid Amount ("PA") exceeds the DCA, as accounted for below.											

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Container No.	Paid Amount	Date Charge Paid	Record Cite for Paid Amount and Date	Detention Charged Amount	Record Cite for Charge	Date for which Detention was Charged	Type of evidence of Unavailability and Record Cite	Has Complainant carried its burden of showing Unavailability?	Does detention appear to be calculated consistently with tariff?	Appropriate Daily Detention	Reparations Amount
GCXU5485144	$600.00	12/23/2022	CX01434, row 303	$600.00	CX00646-CX00647	6/28/2022	Not Available	No – Claim DENIED	No	$100	$100.00
		12/23/2022				6/29/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				6/30/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				7/1/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				7/6/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				7/7/2022	BC (CX01242)	Yes – Claim GRANTED			
Reparations calculation for Container No. GCXU5485144: PA/DCA ($600) less ADD ($100 × 5 = $500) = $100.											
TRHU4010428	$400.00	12/23/2022	CX01434, row 299	$400.00	CX00646-CX00647	6/29/2022	Not Available	No – Claim DENIED	No	$100	$0.00
		12/23/2022				6/30/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				7/1/2022	Not Available	No – Claim DENIED		$100	
		12/23/2022				7/6/2022	Not Available	No – Claim DENIED		$100	
Reparations are unavailable for Container No. TRHU4010428.											
CSNU1322655	$1,830.00	10/4/2022	CX01432, row 86 (Findings of Fact, ¶ 15)		CX00600-CX00601	2/24/2022	(see below)				
							PA for containers BEAU5569759, OOCU7067630, CSNU8517330 and CSNU1322655 that are not supported by DCA. (Findings of Fact, ¶16, Claims Summary, Rows 88-91, 93, 95, 97, 99, 101, CX01432).	Yes -- Claim GRANTED			$3,200.00
Totals:	$45,995.00			$42,795.00						$13,500	$32,495.00

Appendix B
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Container No.	Detention Charged Amount	Number of Free Days	Record Cite for Invoice	Record Cite For Evidence of Dual Move Requirement	Is the Number of Free Days and Amount of Detention Charged Consistent With the Tariff?
BEAU5569759	$1,345.00	4	CX00612-CX00613	CX01312, CX01318, CX01321, CX01374	yes
OOLU6972711	$985.00	4	CX00612-CX00613	CX01312, CX01318, CX01374	yes
OOLU6933356	$625.00	4	CX00614-CX00616	CX01314, CX01316, CX01347, CX01375	yes
FSCU8460676	$985.00	4	CX00614-CX00616	CX01314, CX01316, CX01347, CX01375	yes
OOCU6910755	$985.00	4	CX00614-CX00616	CX01314, CX01316, CX01347, CX01375	yes
TCNU3739936	$985.00	4	CX00614-CX00616	CX01314, CX01316, CX01347, CX01375	yes
OOCU7227661	$805.00	4	CX00614-CX00616	CX01316, CX01347	yes
CBHU9551069	$805.00	4	CX00614-CX00616	CX01316, CX01347	yes
OOCU7067630	$625.00	4	CX00614-CX00616	CX01316, CX01347	yes
TGBU8720569	$120.00	5	CX00624	CX01376	no
FFAU3398816	$250.00	4	CX00624	CX01376	yes
FFAU3181482	$2,065.00	4	CX00625	CX01376	yes
CSNU7195096	$1,885.00	4	CX00626	CX01376	yes
OOCU7578753	$1,885.00	4	CX00627	CX01376	yes
TCNU1792417	$1,500.00	4	CX00631	CX01376-CX01377	yes
GESU6910574	$600.00	11	CX00628	CX01377-CX01380	no
FSCU8831653	$900.00	11	CX00628	CX01377-CX01378	no
UETU5323081	$900.00	11	CX00628	CX01376-CX01377	no
DFSU7630915	$800.00	11	CX00628	CX01377	no
OOLU6850420	$1,000.00	11	CX00628	CX01376-CX01377	no
XYLU8114304	$1,100.00	11	CX00628	CX01377-CX01380	no
WBOU7025860	$600.00	11	CX00628	CX01378-CX01380	no
OOLU6893145	$800.00	11	CX00628	CX01377-CX01380	no
OOLU9824940	$600.00	11	CX00628	CX01376	no
OOLU8988682	$500.00	11	CX00628	CX01376	no
CAIU9569793	$600.00	11	CX00629	CX01377-CX01378	no
TEMU6361032	$800.00	11	CX00629	CX01377-CX01378	no
CSNU8070093	$700.00	11	CX00629	CX01377	no
TGBU4854030	$900.00	11	CX00629	CX01377-CX01380	no
FSCU8987440	$600.00	11	CX00629	CX01377-CX01378	no
OOLU9968736	$900.00	11	CX00629	CX01377-CX01378	no
FFAU3186674	$700.00	11	CX00629	CX01377-CX01378	no
TLLU5742117	$700.00	11	CX00629	CX01377	no

Appendix C
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Column A	Column B	Column C
Date Interest Begins to Accrue	Reparations Amount	Container No(s).
Amount of reparations with interest accrruing beginning on July 11, 2022	$300.00	OOCU8403750
Amount of reparations with interest accruing beginning October 4, 2022	$5,020.00	BEAU5569759 ($1,095 reparations plus $1,360 for Paid Amount in excess of Detention Charged Amount), OOLU6972711, CSNU1322655 (Paid Amount $1,830)
Amount of reparations with interest accruing beginning October 13, 2022	$22,725.00	OOLU9860037, FSCU9318769, CCLU7948376, FCIU9735085, CSNU6694001, TCNU2543532, CSNU7298284, TRHU5868432, OOLU9286551, CSNU8006746, CSNU6933493, OOLU8407746, TRHU6667216, CSNU6967894. OOCU7065112, FCIU9821157, CSNU7318565, DFSU6901587, TEMU6776620, CCLU7232709, DFSU7556171, CSNU6713800, TGBU8720569, FFAU3398816, FFAU3181482, CSNU7195096, OOCU7578753, FSCU8831653, UETU5323081, DFSU7630915, OOLU6850420, XYLU8114304, OOLU6893145, OOLU9824940, OOLU8988682, CAIU9569793, TEMU6361032, CSNU8070093, TGBU4854030, CSLU6278769, FSCU8987440, OOLU9968736, FFAU3186674, TLLU5742117
Amount of reparations with interest accruing from December 23, 2022	$4,450.00	OOLU6933356, FSCU8460676, OOCU6910755, OOCU7227661, CBHU9551069, OOCU7067630 (less the difference between the Paid Amount and the Detention Charged Amount, $190), OOLU6928489, CSNU8517330 (to the extent that the Paid Amount exceeds the Detention Charged Amount, $200), GCXU5485144, TGBU8720569, TCNU1792417
Total Reparations	$32,495.00	