

**Before the
FEDERAL MARITIME COMMISSION**

Docket No. 24-13

**Access One Transport, Inc.
v.
COSCO Shipping Lines Co. Ltd.**

VERIFIED ANSWER

INTRODUCTION

To paraphrase the television show Seinfeld, this is a case about nothing. According to Access One Transport, Inc. (“Complainant” or “Access One”), the gravamen of its Complaint is that Complainant opposes dual move requirements imposed by certain marine terminal operators. So does Respondent COSCO Shipping Lines Co. Ltd. (“Respondent” or “COSCO”). Dual move requirements are not imposed by COSCO, but rather by the terminal operators. They harm COSCO’s business because they sometimes prevent consignees from timely returning COSCO’s containers. When a consignee cannot return a container due to dual move requirements, it may come to COSCO, with evidence of the problem and, under the Interpretive Rule and Commission cases, COSCO must, if the evidence is sufficient, waive or refund detention charges for that shipment for that day. Not only does COSCO lose the use of the container, it also cannot collect detention charges from consignees. So COSCO is doubly harmed.¹

¹ Marine terminal operators impose dual move requirements to promote their own interest in limiting the number of containers at their facilities. If a trucker removes a full container for every empty container it returns, the total number of containers on the terminal remains in balance. If it allows a trucker to return an empty container and leave, the number of containers on the terminal grows. Thus, a dual move requirement is in the interest of the marine terminal operator, but contrary to the interest of the ocean carrier.

But other than the ability to waive or refund charges, COSCO has nothing to do with dual move requirements. They are not imposed by COSCO, but by individual marine terminal operators (“MTOs”), and there is nothing COSCO can do about that. Should the Commission conclude that dual move requirements constitute an unreasonable practice by MTOs, that would benefit COSCO.

Despite this fact, the Presiding Officer decided not to dismiss the matter in part; thereby requiring COSCO to spend substantial time and money defending against claims that it believes are frankly frivolous. And although COSCO has decided to accept the decision, for now, rather than seek in interlocutory appeal on limited issues, it remains concerned that the Presiding Officer has misread the Shipping Act, ignored cited precedents, and rendered meaningless portions of the Shipping Act that Congress carefully crafted. COSCO expects that the Commission, as guardian of the Shipping Act, will take a more balanced view of the issue and is confident that a federal court of appeals will do so. COSCO accordingly answers the Complaint as follows.

ANSWERS TO INDIVIDUAL ALLEGATIONS

1. Complainant, Access One Transport, Inc. is a California corporation that is operating as a licensed motor carrier with a place of business at 1233 W. Gardena Blvd., Suite 100, Gardena California 90247. Complainant may be contacted through counsel, Stephen M. Uthoff at suthoff@uthofflaw.com.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 1.

2. Respondent, COSCO is a corporation organized under laws of China. COSCO’s corporate headquarters is located at No.378, Dong Da Ming Road, Shanghai, China.

ANSWER: Respondent admits the allegations of Allegation 2.

3. On information and belief, COSCO does business in the United States through, *inter alia*, its agent, COSCO Shipping (North America), Inc. aka COSCO America (“COSCO NA”), with its principal place of business at 100 Lighting Way, 3rd Floor, Secaucus, New Jersey 07094. COSCO NA is also qualified to do business in the state of California with an office at 588 Harbor Scenic Way, Long Beach, CA 90802. At all times relevant COSCO was responsible for the actions of COSCO NA in relation to the allegations of this complaint.

ANSWER: Respondent admits the allegations of Allegation 3 that COSCO Shipping (North America) (CLSNA) acts as a U.S. agent for Respondent, with offices at the specified addresses, and that COSCO is responsible for actions by its agent within the scope of its agency. Respondent denies any suggestion that it does business in the U.S. solely through its agent and lacks information sufficient to admit and deny whether every action of its agent in relation to the allegations of the complaint were within the scope of the agent’s agency.

4. At all times pertinent to this complaint, COSCO was and is an ocean common carrier as defined by the act at 46 USC §§40102(7) and (18) and is identified as Federal Maritime Commission (the “Commission”) organization number 015614.

ANSWER: Respondent admits the allegations of Allegation 4.

5. COSCO has published a “customer service hotline” email address as cs.hq@coscon.com.

ANSWER: Respondent denies Allegation 5 and states that its dispute procedure can be found online at <https://world.lines.coscoshipping.com/na/en/dndp/dnddp/1/1>. Respondent further states that per diem and detention disputes are directed to shaperdiem@coscon.com.

6. The Commission has subject matter jurisdiction over this complaint pursuant to the Act, 46 USC §40101 *et. seq.*

ANSWER: Respondent denies the allegations of Allegation 6 as it relates to purported violations of 46 U.S.C. §41104(a)(3) and (8).

7. The Commission has personal jurisdiction over COSCO as an ocean common carrier as contemplated by the Act as defined in 46 USC §§40102(7) and (18).

ANSWER: Respondent admits the allegations of Allegation 7.

8. This complaint seeks reparations, equitable and other relief for alleged violations of 46 USC §41102(c) by Respondent's failure to establish, observe, and enforce just and reasonable practices related to receiving, handling, storing and delivering property. Complainant also alleges certain conduct by Respondent to be an unreasonable preference or practice per 46 U.S.C. §41104(a)(3) and (8) and are independent violations of the Act.

ANSWER: Respondent states that the best evidence of what the Complaint seeks may be found in the Complaint. Respondent denies that it violated the Shipping Act in any respect and denies that Complainant is entitled to any relief. Respondent further denies that the Commission, which is not a court of equity, has authority to issue equitable relief.

9. ACCESS ONE is a motor carrier with operations at Gardena, California.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 9.

10. As part of its operations, ACCESS ONE will dray full and empty containers to and from various terminals located in the Ports of Los Angeles and Long Beach.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 10.

11. As part of its drayage operations, ACCESS ONE is routinely required to pick up full imported ocean containers from and return empty containers to COSCO designated

terminal(s). COSCO uses several terminals in the Long Beach/Los Angeles port complex to handle its cargo and empties.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 11.

12. ACCESS ONE and COSCO are parties to the Uniform Intermodal Interchange and Facilities Access Agreement (“UIIA”). COSCO participates in the UIIA through COSCO NA.²

ANSWER: Respondent lacks information sufficient to admit or deny whether ACCESS ONE is a party to the UIIA. Respondent admits that COSCO NA is a party to the UIIA.

13. Under the UIIA addendum applicable to COSCO, COSCO allows four business days free time to return empty containers after full loads are pulled from COSCO’s terminals. Thereafter, per the COSCO Addendum to the UIIA, COSCO charges various rates per day detention for each day the empty container is not returned to COSCO beyond the free time allowed depending on the size and configuration of the empty container.

ANSWER: Respondent generally admits the allegations of Allegation 13. Respondent denies the allegation that “COSCO charges.” It is more accurate to say, “may charge.” COSCO often waives charges for various reasons or does not charge where circumstances outside the consignee or trucker’s control prevented return of the container.

14. COSCO may have further agreements directly with shippers, consignees, beneficial cargo owners or other parties which extend the amount of free time allowed or that may change the amount of detention charged on a daily basis. ACCESS ONE may benefit from such agreements.

² [Complainant’s footnote 1] “Ocean carrier practices, whether incorporated in the UIIA, or not, are within the Commission’s purview under section 41102(c).” Final Rule, 85 FR at 29649.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 14. Respondent cannot say what COSCO “may have” or whether Complainant “may benefit.” Respondent admits that some of its service contracts vary the “free time” otherwise provided by the COSCO tariff, but that depends on the specific contract. To the extent that Complainant acts as agent of an entity entitled to free time above the tariff limit, such free time would apply to Complainant as the entity’s agent.

15. The containers picked up from COSCO by ACCESS ONE are placed on chassis owned or controlled by third parties and ACCESS ONE is charged a daily rate for their use.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 15.

16. In relation to the complaint herein, from on or about April 2021 through August 2022, ACCESS ONE in its ordinary course of business, pulled full containers from COSCO designated terminals for delivery to its customers. After its customers had unloaded the cargo therein, ACCESS ONE in the regular course would attempt to return the empty containers to COSCO within the free time allowed.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations of Allegation 16.

17. COSCO, would provide available location(s) for return of the empty containers on a routine basis.

Respondent does not understand what Allegation 17 means and so denies it. Respondent does admit that, when other entities are using its container equipment, Respondent designates a location (or usually locations), where the empty container may be returned to Respondent.

18. The notifications would identify the specific terminal, the type of equipment which may be returned, if the terminal had availability and if other restrictions were imposed, such as a “dual” transaction. Not all dates had general availability for empty returns.

ANSWER: Respondent does not understand what Allegation 18, including the last sentence, means and so denies it. Respondent does admit that, when other entities are using its container equipment, Respondent provides information regarding available return locations.

19. A dual transaction requires the motor carrier to pick up a full container at the same time it dropped off an empty container. If a motor carrier does not have a corresponding full pick up at the terminal it may not drop off the empty.

ANSWER: Respondent states that requirements for dual transactions are set by individual terminals, not COSCO, so COSCO lacks information sufficient to admit or deny if this is a universal definition of a dual transaction or catches all of the potential variations thereof. COSCO admits that the allegations of Allegation 19 reflect a reasonable, general description of a dual transaction.

20. Where COSCO designated an empty return location, before an empty container could be returned, the motor carrier must then make an appointment with the designated terminal. ACCESS ONE for a time used a third party service and also directly used terminal resources to determine if appointments were available at the designated COSCO terminals. ACCESS ONE often discovered there were no actual appointments available to return empty containers to COSCO terminals even when COSCO had designated a terminal for returns.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 20, noting especially that it lacks sufficient information to admit or deny Allegation 20, as it relates to ACCES ONE’s operations and unnamed

terminals. Allegation 20 can only be answered by reference to specific shipments and the specific facts and circumstances relating thereto.

21. Further, on the rare occasion when availability was shown and appointments were available, there were limits as to how many empties could be returned in a given day.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 21. Allegation 21 can only be answered by reference to specific shipments and the specific facts relating thereto.

22. In the regular course of business, ACCESS ONE would also contact the terminals directly in an attempt to secure appointments to return empty containers without result. When ACCESS ONE attempted to secure appointments to return the empty containers, ACCESS ONE would often be notified that all appointments had been filled or that the terminal would not accept empty containers, contrary to COSCO's designation.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 22.

23. Because ACCESS ONE was required to hold onto empty containers and their corresponding chassis for multiple days, storage was incurred and chassis charges were assessed. Also because containers could not be directly returned to COSCO, additional stop off and re-delivery charges were assessed.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegation of the first sentence of Allegation 23. Respondent denies the hard to understand allegations of the second sentence of Allegation 23.

24. Despite its best efforts to return empty containers because of the lack of available appointments, dual transactions or the volume of empty containers at its facility caused by

COSCO's past actions, it was impossible to return all empty containers at once even if some limited appointments were available.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 24. Allegation 24 can only be answered by reference to specific shipments and the specific facts relating thereto. Respondent denies that anything was caused by COSCO's actions.

25. COSCO has charged detention in an unreasonable, arbitrary and capricious manner [sic]. To illustrate: 1) COSCO would issue daily empty return availability; 2) if any locations were identified for empty returns COSCO charged detention if the empty container was out beyond free time; 3) ACCESS ONE used its best efforts to determine if appointments were actually available for the returns; 4) if appointments were available ACCESS ONE would return empties to the extent it reasonably could; 5) COSCO charged ACCESS ONE detention for any empty container not returned during freetime regardless of the lack of any appointments to do so. Thus, COSCO would still charge daily detention per container even if the empty, in reality, could not be returned through the actions of COSCO or its designated terminals.

ANSWER: Respondent denies that it has ever charged detention in a "manner." Respondent also denies that it has charged detention in an unreasonable and capricious manner. COSCO denies the purported illustrations, which may only be addressed on an individual shipment basis.

26. Working diligently with the availability allowed by COSCO, ACCESS ONE returned the empties it had on hand over time, but nevertheless received substantial detention invoices from COSCO which have been disputed.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 26. Allegation 26 can only be answered by reference to specific shipments and the specific facts relating thereto, and even then COSCO lacks information sufficient to admit or deny what Complainant may have done. COSCO denies that it assessed substantial detention (or any detention) when it was not possible for Complainant to return empty containers. Without identification of specific shipments/containers, Respondent cannot determine if Complainant ever disputed the charges, if any, before filing the instant Complaint.

27. In addition to the detention invoices from COSCO, ACCESS ONE has received invoices from the third party chassis providers and has also accrued storage, stop off and re-delivery charges related to the COSCO empties. In some instances, COSCO ultimately waived detention charges on some containers, but nevertheless ACCESS ONE still incurred such damages.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 27. Allegation 27 can only be answered by reference to specific shipments and the specific facts relating thereto. COSCO denies that it was responsible for any charges made by entities other than COSCO.

28. ACCESS ONE contends that it would have been able to return containers to COSCO during free time but for COSCO and its terminal's actions.

ANSWER: Respondent lacks information sufficient to admit or deny the vague and generalized allegations of Allegation 28. Allegation 28 can only be answered by reference to specific shipments and the specific facts relating thereto. Respondent denies that any alleged inability to return containers during free time was due to actions by COSCO and lacks

information sufficient to admit or deny whether any such inability was caused by the actions of third party terminals.

29. Instead of adequately allowing for opportunities to return empty containers, COSCO involuntarily forced ACCESS ONE to act as a storage facility for COSCO empty containers without compensation. Such actions not only should have incurred storage and related charges for the containers for COSCO's account, it also caused ACCESS ONE to incur and assess storage and chassis charges to its customers, and interfered with ACCESS ONE's operations and its relationship with its customers.

ANSWER: COSCO denies the allegations of Allegation 29. COSCO specifically denies that it "involuntarily [or voluntarily] forced" anyone to do anything.

30. Further as a result of the disputed detention invoices, notwithstanding the lack of response from COSCO on the disputes, COSCO has on multiple occasions threatened to "shut out" ACCESS ONE from access to COSCO shipments.

ANSWER: Respondent denies the allegations of Allegation 30.

31. In reference to the aforementioned pled facts and recitals Complainant further alleges the following violations of the Act.

ANSWER: Respondent denies any violations of the Shipping Act.

32. COSCO is a common carrier by water as defined by the Act.

ANSWER: Respondent denies the allegations of Allegation 32.

33. The Act at 46 USC §41102(c) provides: "**(c) Practices in handling property.** A common carrier, marine terminal operator, or ocean transportation intermediary 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."

ANSWER: Allegation 33 states a conclusion of law, as to which no response is necessary.

Respondent admits that the quotation is accurate.

34. The return of empty containers to a common carrier relates to or is connected with the receiving, handling, storing, or delivering property, as contemplated by the Act (see 46 C.F.R. §565.5(c)(ii)). An ocean carrier such as COSCO is responsible for having adequate terminal facilities for its operations, including empty returns, see 85 FR 29638, 29650.

ANSWER: Allegation 34 states a conclusion of law, as to which no response is necessary. To the extent that an answer is required, Respondent denies the allegations of Allegation 34.

35. The Commission has adopted interpretive rule at 46 C.F.R. §565.5 to help identify unreasonable practices as contemplated by 46 U.S.C. §41102(c). It provides in its relevant part:

“(c) Incentive principle—

(1) General. In 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.

(2) Particular applications of incentive principle—...

(ii) Empty container return. 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.

(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. ...

(f) Non-Preclusion. Nothing in this rule precludes the Commission from considering factors, arguments, and evidence in addition to those specifically listed in this rule.”

ANSWER: Allegation 35 states a conclusion of law, as to which no response is necessary.

Respondent admits that the quotation is accurate.

36. The above factual recitals establish that COSCO’s practices have impacted freight fluidity and COSCO’s unreasonable practices and policies have and continue to give rise to the

imposition of detention charges and related damages incurred by ACCESS ONE when empty containers cannot be returned. Examples include:

a. Where dual transactions are required to return an empty container. ACCESS ONE submits this is an unreasonable practice regardless if ACCESS ONE can take advantage of such appointments.³ In the alternative, if a dual transaction was not available to ACCESS ONE, no detention should be charged. Further requiring a dual transaction to return an empty without penalty of detention, in addition to violating 46 U.S.C. §41102(c), constitutes an unreasonable preference or practice per 46 U.S.C. §41104(a)(3) and (8) and thus is an independent violation of the Act.

b. Where COSCO designates a terminal for return of empties but the terminal itself has no appointments (or an inadequate number of appointments) to allow a return of an empty.

c. COSCO created operational difficulties for ACCESS ONE requiring ACCESS ONE to store containers at its facility. Thereafter if empty return appointments are available, there was no consideration if operationally the empty can be returned, given the number of empties being stored and power available for its reasonable return. The number of containers refused by COSCO or its agent terminals that had to be stored at ACCESS ONE or its designated locations (without compensation) should be taken into account when determining the ability to return only a limited number of containers at any one time.

d. COSCO's refusal to accept empties impacted ongoing cargo fluidity.

³ [Complainant's footnote 2] As noted by the Commission at 85 FR 29368, 29655 "The Commission is particularly concerned about the reasonableness of dual move requirements, or more specifically, an ocean carrier imposing detention when a trucker's inability to return a container within free time is due to it not being able to satisfy a dual move requirement."

e. Any shut out of ACCESS ONE resulting from the improper detention invoices.

ANSWER: Respondent denies the allegations of Allegation 36 *in toto*. Respondent further specifically denies that it has any role in dual moves and affirmatively avers that it does not charge detention where the shipper/consignee/trucker shows that the container could not be returned on a particular day due to dual move requirements.

37. COSCO's actions also caused additional injury to ACCESS ONE including: 1) COSCO created operational difficulties for ACCESS ONE whereby it is required to maintain COSCO empties on chassis for unreasonable amounts of time in its yard causing further charges and damages; 2) ACCESS ONE has been forced to invoice its own customers for or otherwise accrue additional charges; 3) generally interfering with the efficient operations of ACCESS ONE, including harming the relationship with ACCESS ONE and its customers and requiring ACCESS ONE to act as an involuntary, uncompensated storage yard for COSCO equipment; 4) threatened to "shut out" ACCESS ONE's ability to retrieve COSCO shipments for ACCESS ONE's customers.

ANSWER: Respondent denies the allegations of Allegation 37 *in toto*.

38. The above recitals support an award of reparations under 46 USC §41102(c) as further interpreted by 46 C.F.R. §545.4 and 46 U.S.C. §41104(a)(3) and (8).

ANSWER: Respondent denies the allegations of Allegation 38 *in toto*.

39. COSCO's violations of the Act have caused the following damages to Complainant.

a. detention charges assessed against ACCESS ONE that have not been previously waived by COSCO in the minimum amount of \$336,635.00; and

- b. Chassis charges associated with the storage of COSCO's empty containers in the minimum amount of \$124,160.00; and
- c. Storage costs for of COSCO's empty containers in the minimum amount of \$139,690.00; and
- d. Stop off charges in the minimum amount of \$31,875.00; and
- e. Re-delivery charges in the minimum amount of \$20,400.00; and
- f. damages associated with the interference of existing contracts between ACCESS ONE and its customers according to proof; and
- g. damages associated with the inability to accept certain work because of the lack of space and/or equipment caused by the empty COSCO containers according to proof; and
- h. damages associated with the disruption of the operations of ACCESS ONE as a result of COSCO's refusal to accept its empty containers according to proof; and
- i. damaged [sic] related to any "shut out" of ACCESS ONE from its ability to pick up COSCO shipments for ACCESS ONE's customers according to proof.

ANSWER: Respondent denies the allegations of Allegation 39 *in toto*.

40. In addition to the damages suffered by ACCESS ONE, based upon information and belief, the violations committed by COSCO have also affected similarly situated motor carriers and members of the public.

ANSWER: Respondent denies the allegations of Allegation 40 *in toto*.

41. The above are minimum amounts of damages suffered. Investigation and discovery are continuing as to all damages. ACCESS ONE reserves the right to provide proof of all damages for the purposes of reparations pursuant to 46 C.F.R. §§502.251 et. seq.

ANSWER: Respondent denies the allegations of Allegation 41 *in toto*.

42. WHEREFORE ACCESS ONE requests entry of an order against Respondent for the following: ACCESS ONE requests that COSCO be required to answer the charges made in this complaint; that after hearing or other summary determination, the Commission order respondent to:

a. Cease and desist from violating the Act including but not limited to assessing unlawful detention and any shut out of ACCESS ONE; and

b. to put in place lawful and reasonable practices to avoid continuing and future violations of the Act.; and

c. Payment of reparations and damages for the unlawful conduct described herein, in amounts according to proof, in the minimum amounts identified above for, but not limited to the following;

i. for reimbursement of detention invoices paid or cancellation of open detention invoices; and

ii. For chassis related fees; and

iii. For container storage; and

iv. For stop off charges; and

v. For re-delivery charges; and

vi. For damages associated with the interference with ACCESS ONE's current and prospective contracts; and

vii. For disruption of ACCESS ONE's operations, including any shut out, resulting from Respondent's unlawful conduct; and

viii. For interest on the amounts awarded; and

d. For attorney's fees and costs pursuant to 46 USC §41305, 46 C.F.R. §502.254 or as otherwise recoverable; and

e. For payment of any other sums the Commission deems appropriate; and

f. For such other relief as the Commission deems just and proper, including injunctive relief, temporary or permanent.

ANSWER: Respondent denies the allegations of Allegation 42 *in toto*.

43. Complainant requests a hearing on this matter and further requests that the hearing be conducted at the Commission's regional office or other appropriate location in Los Angeles, County California.

ANSWER. Respondent does not believe that a hearing is necessary, but says that if any hearing is ordered by the Presiding Officer, it ought to be held at the offices of the Federal Maritime Commission, in Washington, D.C.

AFFIRMATIVE DEFENSES

1. The FMC lacks authority to adjudicate this matter, as it would violate the Seventh Amendment of the Constitution of the United States.
2. The FMC lacks authority to adjudicate this matter, as it would violate the Judiciary Act of 1789.
3. The FMC lacks authority to adjudicate this matter under the terms of 46 U.S.C. § 40502(f).
4. Complainant has failed to plead essential elements of a claim under 46 U.S.C. § 41102(c).
5. Complainant has failed to plead essential elements of a claim under 46 U.S.C. § 41104(a)(3).
6. Complainant has failed to plead essential elements of a claim under 46 U.S.C. § 41104(a)(8).
7. Complainant waived all of its claims due to its failure to use the procedures required by the FMC and maintained by COSCO for addressing disputes about detention, demurrage, and per diem charges.

8. Because COSCO maintained procedures for disputing detention, demurrage, storage, and per diem charges and Complainant willfully declined to use them, COSCO's actions are *per se* reasonable.
9. Any harm experienced by Complainant was as a result of its own failures or inaction.
10. Complainant has failed to state a claim for which relief can be granted, including for reasons of vagueness.
11. Complainant has not suffered any actual injury or damage as a result of Respondent's alleged violations of the Shipping Act, which, if any, are denied.
12. Complainant acted as a volunteer in making payments to non-parties without determining the validity of the non-parties' claims before making payment.
13. Complainant lacks standing to assert claims under the Shipping Act as it is not a "shipper."
14. To the extent that the Claims involve charges from entities other than COSCO, such as railroads, terminal operators, truckers, and storage facilities, COSCO cannot be held responsible.
15. The Commission lacks authority to grant equitable relief.

DATED: June 18, 2024

Respectfully submitted,



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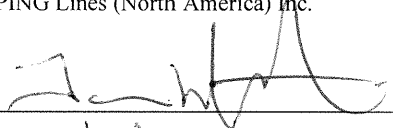
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ATTORNEYS FOR RESPONDENT COSCO Shipping Lines Co. Ltd.

VERIFICATION

I declare under penalty of perjury that the foregoing Answer is true and correct. For COSCO SHIPPING Lines (North America) Inc.

By: 

Date: 6/18/24

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Title: CHIEF RISK OFFICER

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CERTIFICATE OF SERVICE

I certify that on this 18th day of June, 2024, a true and correct copy of the foregoing **VERIFIED ANSWER** was served by email on all counsel of record in accordance with 46 CFR Part 502 and the Commission's Order of May 12, 2020.

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