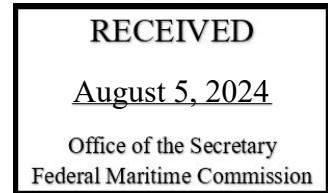


BEFORE THE  
FEDERAL MARITIME COMMISSION



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DOCKET NO. 24-26  
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TRIPLE L GLOBAL, LLC.,

COMPLAINANT,

v.

SLI, INC. d/b/a/ SEALINK INTERNATIONAL

RESPONDENT.

**VERIFIED COMPLAINT**

Complainant Triple L Global, LLC., (“Complainant” or “TLG”), by its undersigned counsel, files this Verified Complaint against Respondent, SLI, Inc., d/b/a/ Sealink International, and alleges violations of the Shipping Act of 1984, as amended, 46 U.S.C. § 40101, et. seq. (the “Shipping Act”), and violations of FMC governing regulations of licensed ocean freight forwarders, 46 CFR Part 515, as follows:

**I. COMPLAINANT**

1. Complainant TLG is a corporation organized and existing under the laws of the State of California, with a principal place of business at 1997 Davis Street, San Leandro, California 94577.

## **II. RESPONDENT**

2. Respondent SLI, Inc. dba Sealink (“Respondent” or “Sealink”), is a Texas Corporation with its principal place of business at 950 W. Bethany Drive, Suite 520, Allen, Texas. Respondent Sealink is an FMC licensed Ocean Transportation Intermediary (“OTI”) Ocean Freight Forwarder (“OFF”) and Non-Vessel Operating Common Carrier (“NVOCC”), as those terms are defined under the Shipping Act, operating under FMC Org. No. 027769 and FMC OTI License No. 018974.

## **III. JURISDICTION**

3. The FMC has subject-matter jurisdiction over this Complaint pursuant to the Shipping Act.

4. The FMC has personal jurisdiction over the Respondent as a regulated and licensed Ocean Transportation Intermediary (“OTI”) Ocean Freight Forwarder and Non-Vessel-Operating Common Carrier (“NVOCC”), as defined in 46 U.S.C. § 40102 (17) (A) (B) and (19) (A) (B).

5. This Complaint is being filed pursuant to 46 U.S.C. § 41301. Complainant is seeking reparations for injuries resulting from Respondent’s violations of 46 U.S.C. § 41102(c) and 46 U.S.C. §41103 (unlawful disclosure of information).

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

7. Respondent’s actions also constitute flagrant failures by Respondent to comply with FMC regulations governing the conduct and activities of licensed OTIs: 46 CFR §515.32 (c)

(Prohibits withholding information to Principal); §515.32 (d) (Upon request, provide copies of all invoices and breakdown of charges); 46 CFR §515.31 (e) (Provide false or fraudulent claims, false information); 46 CFR § 515.31 (h): (No OTI shall endorse or negotiate any draft, check, or warrant drawn to the order of its OTI principal or shipper without the express written authority of such OTI principal or shipper); 46 CFR § 515.31 (I)(Accounting to principal or shipper).

#### **IV. PRELIMINARY STATEMENT**

8. Since the creation of the FMC in 1961, the Commission has had a duty to protect those engaged in the U.S. maritime trade, including shippers, carriers, ports and many others. Similarly, the FMC has imposed a fiduciary duty on an ocean freight forwarder, a higher duty than those of a common carrier NVOCC. The FMC has held that a licensed freight forwarder is an agent in a fiduciary relationship to its shipper-customer. This is why Complainant files this Complaint because Respondent Sealink has demonstrated the most flagrant breach of a fiduciary duty owed to Complainant.

9. Complainant, feels betrayed and taken advantage of by Respondent after Respondent's sold Complainant's cargo without notice and over repeated objections by Complainant. Respondent sold Complainant's cargo without notice even though Sealink's Terms of Service, Payment and General Lien on Property clause, clearly requires Sealink to provide 10 days' written notice by certified or registered mail with return receipt requested from the Customer. Sealink did not provide the required 10 days' notice by certified mail, it represented in two emails to Complainant that the Complainant's containers had been or would be released, while all along it was trying to sell Complainants cargo.

10. Sea link was advised not to sell or hold Complainant's 47 containers and that, as a licensed freight forwarder, it did not have lien rights, and honor its fiduciary duty to Complainant. Sealink's violations of the Shipping Act and FMC regulations governing OTI OFFs and NVOCCs are continuing and a direct cause of Complainant's injuries.

11. Complainant will show that Respondent Sealink flagrantly violated the Shipping Act and implementing regulations at Part 515, by failing to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivering Complainant's property, in violation of 46 U.S.C. § 41102(c) and 46 C.F.R. §§545.4 and 545.5 (unreasonable practices).

12. Complainant will also show that Respondent breached its fiduciary duty as a licensed freight forwarder in the most callous and reckless manner, ignoring Complainant's objections to the sale of its cargo without notice and with absolutely no consideration to the injury that it may cause to Complainant and its consignee buyers. Complainant files this Complaint with some measured comfort that it may seek some redress at the FMC, for the alleged harm caused by Respondent.

## **V. FACTUAL ALLEGATIONS**

13. Complainant, TLG is a small, one-person company engaged in the exportation of U.S. goods to foreign buyers. Complainant's only member is Mr. Robin Luo, 26 years old, who came to the U.S. in 2016, and is not fluent in English, Mandarin being his birth and dominant language.

14.. On or about January 16, 2024, Mr. Luo, formed TLG in California, to buy and sell commodities to overseas buyers, located mainly in Malaysia and Thailand.

15. On or about April 7, 2023, Mr. Luo, at the suggestion of a friend, entered Sealink's website portal, and entered the required information to open an account and initialed the pages as instructed by the Sealink portal although Mr. Luo did not fully understand each page he initialed.

16. On April 6, 2023, Sealink requested that Complainant deposit \$35,000, allegedly because Complainant did not "have a score." On April 7, 2023, Mr. Luo, eager to begin shipping, wired the 35K demanded by Sealink. Mr. Luo understood that the 35K was to be applied to freight charges for cargo shipped with Sealink.

17. Between April 2023, and May 2024, Complainant shipped over 250 containers with Sealink without any issues or problems, and with Sealink always acting as a "Forwarding Agent."

18. On or about May 3, 2024, Complainant received a letter from Sealink's attorney, alleging that Complainant misdescribed one of five containers booked with CMA. Sealink alleged that TLG declared one shipment as "non-hazardous" when it should have been declared as "Hazardous." On May 3, 2024, Sealink did not provide Complainant with a CMA invoice for the mis-declared shipment.

19. In the same Sealink's counsel letter dated May 3, 2024, Sealink demanded 500K deposit and if not made, that Sealink would exercise its rights to sell TLG's cargo to cover its costs, expenses, damages, and liability.

20. On May 14, 2024, TLG's retained counsel, who emailed Sealink's counsel to seek an amicable resolution, stated that FMC laws and regulations apply to Sealink's activities as an OFF OTI, and that, Sealink's latest proposed offer that Complainant deposit an additional \$65,000 plus pay \$3,000 per each container for the release of Complainant's 47 containers booked with

Maersk, appears in violation of FMC laws and regulations. Complainant objected to the seizure or proposed sale of any of TLG's cargo.

21. On May 16, 2024, Complainant's counsel emailed Sealink's counsel that the FMC's regulations governing activities of FMC licensed OFFs and NVOCCs apply to Sealink because it acted as an OFF in its relationship with CMA and Complainant TLG.

22. On May 21, 2024, Counsel for Complainant emailed Sealink's counsel and to advise that, CMA released Complainant's shipment without incident, reminded that 47 Containers booked with Maersk have different ETAs, and Complainant expected release to the intended consignees, requested a status of all shipments, requested a refund from its 35K deposit, objected to any hold or lien, rejected any demands an \$65K deposit, and objected to any effort by Sealink to take possession and sell TLG's cargo if TLG fails to post an additional deposit of 65K.

23. On May 22, 2024, Sealink counsel responded to Complainant's counsel's May 16, 2024 email, and among other things, denied that the Shipping Act applied to the TLG shipments booked with CMA, attached the Booking Confirmation with the alleged TLG description, copy of Sealink's Terms of Service, allegedly accepted by TLG, and a CMA email dated May 2, 2024, referencing a block of Sealink's account due to previous shipments mis-declared cargo.

24. On May 24, 2024, Counsel for Sealink emailed counsel for TLG an email from CMA regarding CMA's application of charges for mis-declared cargo, and an XL Lift Report and PDF list of alleged Sealink bookings cancelled by CMA due to mis-described cargo. None of the attachments to the May 24<sup>th</sup> email referenced Complainant's name, alleged misdescribed shipment, and the two XL and PDF list of shipments do not reference CMA.

25. On May 23, 2024, Complainant was copied in on an email from Sealink sent directly to the Complainant's buyer and consignee on Maersk Bill of lading no. SII280379, and stated that, "Due to the mis declaration done by your shipper Triple L your cargo is been on hold from our end, we do understand that the cargo has arrived at destination, in order to get these released we will need a deposit of \$3500 per container and we will retain this money until all our negotiations with the SSL are completed due to this mis declaration in terms of paying fines, attorney fees, loss of business and reputation. Please let us know how you want to proceed so we can work with you directly. Thank you." Complainant avers that this statement to TLG's consignee-buyer appears to be false, by among other things implying that Complainant had mis-declared something in Maersk Bill of lading No. SII280379.

26. On May 24, 2024, Complainant's counsel emailed Sealink and requested that Sealink not contact Complainant's Mr. Luo and his customers and advised that TLG continues to dispute Sealink's assertion that CMA's cancelations were proximately caused by TLG, and that Sealink as an FMC licensed OFF and fiduciary—act accordingly and not interfere with the delivery of the TLG's Maersk shipments.

27. On June 10, 2024, Sealink's counsel emailed Complainant's counsel and stated that CMA continues to suspend Sealink's business with CMA until all containers Sealink booked with CMA are inspected, and Sealink pays each invoice for each inspection, and provided CMA invoices for the CMA inspections. Sealink demanded again that Complainant deposit \$500K within 48 hours or Sealink would take possession of Complainant's cargo. Sealink did not provide proof of payment to CMA for invoices allegedly issued by CMA to Sealink for misdescribed cargo.

28. On June 11, 2024, Counsel for Complainant emailed Respondent's counsel in response to Sealink's demand for \$500,000.00. Complainant disputed all claims asserted by

Sealink and demanded an accounting of the 35K deposit paid by TLG, and to cease and desist from any threat of Sealink seizing and selling Triple L's containers that belong to innocent third party consignees.

29. On June 19, 2024, complainant's counsel emailed Sealink's counsel to demand that Sealink cease and desist from attempting to sell Complainant's cargo intended for consignees on Maersk bills of lading. MBL's. Sealink was reminded again that as FMC licensed ocean freight forwarder-Sealink has a fiduciary duty to act in the best interest of shippers, consignees, and others. Complainant demanded that Sealink not contact any of TLG's consignees—buyers—or to try to sell Complainant's cargo.

30. On June 19, 2024, Sealink's counsel emailed Complainant's counsel and advised that Sealink was releasing containers, and waiting to get the list, and that there were 2 containers not manifested, and will advise when they are filed.

31. On June 20, 2024, Sealink's counsel emailed Complainant's counsel and again advised that, "containers are being/have been released—I have asked for concrete information such as container numbers to provide."

32. Contrary to Sealink's representations that all of Complainant's cargo shipped was or will be released, Complainant discovered that on or about July 5<sup>th</sup> 2024, Sealink, without any notice to Complainant, sold Complainant's cargo shipped under Maersk bill of lading SII289678.

## **VI. VIOLATIONS OF THE SHIPPING ACT**

### **COUNT 1**

#### **Violations Of 46 U.S.C. § 41102(c) - Unjust and Unreasonable Practices in Receiving, Handling, Storing, Or Delivering Property**



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

34. Section 41102(c) of the Shipping Act prohibits a common carrier, marine terminal or ocean transportation intermediary from failing to “establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property.”

35. Respondent is an FMC licensed OFF, operating under FMC OTI License No. 018974. As outlined above, Complainant alleges that Sealink’s failure to establish, observe, and enforce its own just and reasonable regulations are occurring on a normal, customary, and continuous basis because Sealink continues to assert ownership of Complainant’s cargo and adhere to FMC regulations that require transparency with respect to acting as an forwarder agent, to provide an accounting of \$35,000 that Complainant deposited with Respondent, and continues to alter Complainant’s bill of lading.

36. In addition, at the time of the filing of this Complaint, Respondents continue to attempt to convert Complainant’s cargo—citing Sealink’s website terms and conditions that run afoul of FMC regulations that require licensed OTI OFFs to act in the best interest of its principal, by among other things, account to its principal for refunds, overpayments, and to not engage in any fraudulent activity. Sealink’s acts and omissions in violation of the Shipping Act as a licensed OFF are occurring on a continuous basis. Sealink’s unreasonable and unjust practices relate to receiving, handling, storing, or delivering property of Complainant’s cargo and such practices continue to date.

37. Complainant states that Sealink’s practices or regulations in their terms and conditions continue to be unjust and unreasonable because as of the date of the filing of this

Complaint, Sealink represented that it was going to release Complainant's, and without notice to Complainant, Respondent seized Complainant's cargo, altered the name of the shipper and consignee on the ocean carrier's bill of lading, and sold by Complainant's cargo to an unknown buyer—over Complainant's repeated objections. Sealink's unjust and unreasonable practices were the proximate cause of Complainant's damages.

## **COUNT 11**

### **Violation of 46 U.S.C. §41103-Unlawful disclosure of Information.**

#### **41102(c) - Unjust and Unreasonable Practices in Receiving, Handling, Storing, Or Delivering Property**

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

39. Section 41103 of the Shipping Act prohibits and ocean freight forwarder, either alone or in conjunction with any other person, directly or indirectly, may not knowingly disclose, offer, solicit, or receive any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to a common carrier, without the consent of the shipper or consignee, if the information—(1) may be used to the detriment or prejudice of the shipper, the consignee, or any common carrier; or (2) may improperly disclose its business transaction to a competitor.

40. Complainant alleges that Respondent Sealink unlawfully disclosed information concerning Complainant's cargo, relating to the nature, kind, quantity, destination, consignee, and routing of Complainant's cargo without Complainant's consent as the shipper, and the information was used to the detriment and prejudice of Complainant as shipper and Complainant's consignee—the ultimate good faith purchase.

### **COUNT III**

#### **Violations of 46 CFR §515.31 and §515.32**

##### **Duties and Responsibilities of Ocean Transportation Intermediaries and Freight Forwarder Duties**

41. Complainant repeats and realleges each allegation above as if fully set forth herein.
42. Respondent's actions also constitute flagrant failures by Respondent to establish, observe, and enforce just and reasonable practices relating to receiving, handling, storing, and delivering Complainant's property, in violation of FMC regulations governing the conduct and activities of licensed OTIs: 46 CFR §515.32 (c) (Prohibits withholding information to Principal); §515.32 (d) (Upon request, provide copies of all invoices and breakdown of charges); 46 CFR §515.31 (e) (false or fraudulent claims, false information); 46 CFR § 515.31 (h): (No OTI shall endorse or negotiate any draft, check, or warrant drawn to the order of its OTI principal or shipper without the express written authority of such OTI principal or shipper); 46 CFR § 515.31 (I)(Accounting to principal or shipper).
43. In addition, Sealink violated FMC regulations at 46 CFR § 515.32 (c), which prohibits a licensed freight forwarder from withholding any information concerning a forwarding transaction from its principal, and each licensed freight forwarder shall comply with the laws of the United States and shall exercise due diligence to assure that all information provided to its principal or provided in any export declaration, bill of lading, affidavit, or other document which the licensed freight forwarder executes in connection with a shipment is accurate.

44. Sealink flagrantly violated FMC regulations at 46 CFR § 515.32 (c), which prohibits withholding information to Principal, and § 515.32 (d), which requires that upon request, the licensed forwarder shall provide copies of all invoices and breakdown of charges.

45. Respondent violated 46 CFR § 515.31 (h), (No OTI shall endorse or negotiate any draft, check, or warrant drawn to the order of its OTI principal or shipper without the express written authority of such OTI principal or shipper.

46. Sealink violated 46 CFR § 515.31 (i), (Accounting to principal or shipper. An OTI shall account to its principal(s) or shipper(s) for overpayments, adjustments of charges, reductions in rates, insurance refunds, insurance monies received for claims, proceeds of C.O.D. shipments, drafts, letters of credit, and any other sums due such principal(s) or shipper(s).

47. Complaint avers that Respondent Sealink intentionally and flagrantly violated the above-referenced FMC regulations governing licensed freight forwarders by:

- posting unreasonable and unclear terms in its website portal that are inconsistent with freight forwarding practices, and in contravention with FMC laws and regulations.
- demanding unreasonable deposits before a shipper can book cargo via Respondent's website portal or when Respondent unilaterally demands an unreasonable deposit or because of a claim dispute.
- attempting to sell Complainant's cargo shipments over Complainant's objections.
- attempting to hold release of Complainant's shipments for unrelated shipments over Complainant's objections.

- without notice altering Complainant's Maersk and bill of lading by changing the name of original shipper and consignee, and replacing with an unknown shipper and consignee-buyer solicited by Respondent who sold TLG's cargo over Complainant's objections, without
- refusing to apply Complainant's deposit to Maersk freight charges and refund the balance when requested by TLG.
- failing to provide a breakdown of Sealink invoices demanding payment of legal fees.
- breaching its fiduciary duties expected of FMC licensed OFFs.
- knowingly providing false information about Complainant's financial condition to original consignees and potential buyers of Complainant's cargo.

#### **VI. ALTERNATIVE DISPUTE RESOLUTION**

48. Complainant has unsuccessfully attempted to resolve this matter with Respondent prior to filing this Verified Complaint.

#### **IX. REQUEST FOR ORAL HEARING**

49. Complainant requests a hearing on this matter, and further requests that the hearing be held at the Federal Maritime Commission, Washington, D.C.

#### **X. PRAYER FOR RELIEF**

WHEREFORE, Complainant respectfully requests that Respondent be required to answer the charges in this Complaint, and an Order be issued:

1. Ordering that Respondent cease and desist from the unlawful conduct described herein, including attempting to and/or selling Complainant's cargo.

2. Issue and Order to Show Cause to Sealink to explain why their FMC OTI license should not be revoked for failure to adhere to and comply with FMC laws and regulations governing OFFs, and failure to demonstrate the character required of all FMC licensed OTIs—both NVOCCs and OFFs.

2. Requiring Respondent to pay Complainant reparations for the unlawful conduct described above, including loss profit, loss of value of Complainant's cargo unlawfully sold by Respondent, along with interest and Complainant's attorneys' fees, costs, and as described in 46 U.S.C. § 41305.

3. Requiring Respondent's payment of additional amounts of reparations that the FMC deems appropriate, pursuant to 46 U.S.C. § 41305 (c); and

4. Providing Complainant such other and further relief that the FMC deems is just and proper.

Respectfully submitted,



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Attorneys for Complainant Triple L Global LLC

Dated: August 2, 2024

Dated: August 2, 20924

**VERIFICATION**

I, Robin Luo, Member-Manager of Complainant Triple L Global LLC, hereby declare and attest under penalty of perjury that I have read the foregoing Verified Complaint and believe, to the best of my knowledge, information, and belief, that the facts stated therein are true and correct.

*Robin Luo*

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Mr. Robin Luo

*8/2/24*

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Date: