BEFORE THE
FEDERAL MARITIME COMMISSION

DOCKET NO. 25-[28]

COOL LIVING LLC,

COMPLAINANT,

v.

ALPI U.S.A., INC.,

ALPI AIR & SEA A/S,

RESPONDENTS.

VERIFIED COMPLAINT

Complainant Cool Living LLC ("Complainant" or "Cool Living LLC"), by its undersigned attorneys, files this Verified Complaint against Respondents herein, alleging violations of the Shipping Act of 1984, 46 U.S.C. § 40101, *et. seq.* (the "Shipping Act") as follows:

I. COMPLAINANT

1. Complainant Cool Living LLC is a member-managed limited liability company organized and existing under the laws of the State of Delaware, with a registered office at 8 The Green, Suite R, Dover, Delaware 19901 and a principal place of business in Barcelona, Spain.

II. RESPONDENTS

2. Respondent ALPI U.S.A., Inc. is a corporation organized under the laws of the State of New York, with its principal place of business at 70 East Sunrise Highway, Suite 607 Valley Stream, NY 11581. ALPI U.S.A., Inc. is an non-vessel-operating "common carrier" ("NVOCC") as that term is defined by 46 U.S.C. § 40102(7) and (17), and is subject to regulation by the Federal Maritime Commission (the "FMC" or "Commission").

3. Respondent ALPI Air & Sea A/S is a corporation organized under the laws of the country of Denmark with its principal place of business at Fastrupdalen 2, Hammerum DK-7400 Herning. ALPI Air & Sea A/S is an NVOCC as that term is defined by 46 U.S.C. § 40102(7) and (17) and is subject to regulation by the FMC (collectively as "Respondents" or "ALPI NVOCCs").

III. JURISDICTION

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

5. This Complaint is being filed pursuant to 46 U.S.C. § 41301. Cool Living LLC is seeking a cease and desist order and reparations for injuries caused to it by Respondents' violations of the Shipping Act.

6. The FMC has personal jurisdiction over Respondents as non-vessel-operating "common carriers" as defined in 46 U.S.C. § 40102(7) and (17) and (20).

7. Respondents' actions alleged herein constitute failures to establish, observe, and enforce just and reasonable practices related to receiving, handling, storing, and delivering the property of SEA, in violation of 46 U.S.C. § 41102(c) (unreasonable practices); 46 U.S.C. §

41104(a)(4)(E) (unjust or unfair practices in adjustment and settlement of claims); 46 U.S.C. § 41104(a)(2)(A) and 46 C.F.R. § 532.5 (service not in accordance with tariff or contract; non-compliant NRA); and 46 U.S.C. § 41104(a)(14) (unreasonable charges).

IV. STATEMENT OF FACTS

Preliminary Statement

8. Cool Living LLC is a company that provides import/export coordination and logistics management services as an independent contractor for Cool Living Oy, a Finnish furniture retailer.

9. In order to fulfill orders of Cool Living furniture in the United States, Cool Living LLC relied upon ALPI Logistics Inc. and its affiliated ALPI NVOCCs to handle every step of the transportation, including but not limited to customs clearance, ocean transportation, inland transportation, warehouse storage, consolidation services, and last mile delivery.

10. Beginning in early 2024, ALPI Logistics Inc. and the ALPI NVOCCs repeatedly failed to properly carry out their responsibilities, and began exposing their unjust and unreasonable practices with respect to handling, storing, and delivering the shipments of furniture.

11. This case is about the unjust and unreasonable practices of a multinational logistics company and its affiliates, including but not limited to a practice of opaque rate and invoicing, non-existent dispute resolution policies like refusing to entertain disputes with respect to invoiced amounts and refusing to provide supporting documentation when requested, and the unreasonable exercise of coercive tactics like cargo holds on unrelated shipments to force payment regardless of the disputed and unreasonable nature of those underlying charges.

Related, Unlicensed Entity ALPI Logistics Inc.

12. As an initial matter, Cool Living LLC identifies ALPI Logistics Inc. as a related, unlicensed entity which was involved in the transportation of the Cool Living Cargo.

13. ALPI Logistics Inc. is a corporation organized under the laws of the State of New Jersey, with its principal place of business at 499 Commerce Drive, Burlington, NJ 08016.

14. ALPI Logistics Inc. employees use email addresses with the domain @alpiusa.com. This is the same domain used by employees of ALPI U.S.A., Inc.

15. The CEO of ALPI Logistics Inc. is Jonathan McFadden. Jonathan McFadden is also the CEO of Respondent ALPI U.S.A., Inc.

16. All corporate officers/directors of ALPI Logistics Inc. except one have a corporate address of ALPI U.S.A., Inc's principal place of business: 70 East Sunrise Highway, Suite 607 Valley Stream, NY 11581.

17. On information and belief, ALPI Logistics Inc. engaged in regulated activities of a non-vessel operating common carrier as they are enumerated in 46 C.F.R. § 515.2(k) and established FMC precedent including but not limited to:

a. Purchasing transportation services from a common carrier and offering such services for resale to Cool Living LLC;

b. Payment of port-to-port or multimodal transportation charges;

c. Entering into affreightment agreements with underlying shippers;

d. Arranging for inland transportation and paying for inland freight charges on through transportation movements;

e. Coordinating the movement of the Cool Living Cargo between origin or destination and vessel;

f. Issuing invoices for and collecting freight monies from shippers and paying common carriers as a shipper on the NVOCCs own behalf; and

g. Consolidating less than container load (LCL) shipments from numerous shippers into larger groups for shipment by an ocean carrier.

18. On information and belief ALPI Logistics Inc. engaged in regulated activities of an ocean freight forwarder with respect to exported shipments from the United States as they are enumerated in 46 C.F.R. § 515.2(h) and established FMC precedent including but not limited to:

a. Booking, arranging for or confirming cargo space to transport the Cool Living Cargo;

b. Arranging for warehouse storage for the Cool Living Cargo;

c. Preparing and/or sending advance notifications of shipments or other documents to banks, shippers, or consignees, as required for the Cool Living Cargo; and

d. Handling freight or other monies advanced by shippers, or remitting or advancing freight or other monies or credit in connection with the dispatching of the Cool Living Cargo.

19. On information and belief, ALPI Logistics Inc. was acting as an undisclosed agent of ALPI U.S.A., Inc. and ALPI Air & Sea A/S and therefore ALPI U.S.A., Inc. and ALPI Air & Sea A/S are responsible for the actions and omissions of ALPI Logistics Inc. pursuant to 46 C.F.R. § 515.4(b)(3).

20. In the alternative and to the extent that ALPI Logistics Inc. was not acting as an agent of the ALPI NVOCCs, ALPI Logistics Inc. is not registered as an Ocean Transportation Intermediary with the Federal Maritime Commission in violation of 46 U.S.C. § 40901(a) and 46

C.F.R. § 515.31(j), and the ALPI NVOCCs were knowingly contracting with an unlicensed OTI in violation of 46 U.S.C. § 41104(a)(11).

Arrangement for Transportation

21. On or about April 2024, Cool Living LLC began communicating with ALPI Logistics Inc. to arrange for the transport of furniture (the "Cool Living Cargo") from Europe to the United States and associated warehousing and inland transportation services.

22. At no point during the negotiation or discussion of this agreement were any terms and conditions clearly provided, identified as applicable to the contracted shipments, or expressly agreed to by Cool Living LLC.

23. Instead, the parties' course of dealing informed the terms of the agreement with respect to payment terms, issuance of quotations, timing and manner of issuing invoices, and dispute resolution.

24. ALPI Logistics Inc. and the ALPI NVOCCs required Cool Living LLC's foreign entity to apply for credit for the transportation of Cool Living Cargo, which was ultimately denied and credit was not extended.

25. On or about April 30, 2024, ALPI Logistics Inc. and the ALPI NVOCCs provided an upfront "rate sheet" for ocean freight rates specifically applicable to the transportation of the Cool Living Cargo in the form of what Cool Living LLC understood as an FMC regulated negotiated rate arrangement ("NRA"). **Attached hereto as Exhibit 1.**

26. This NRA was severely deficient under FMC regulations, including but not limited to the following specific deficiencies:

a. The NRA ALPI provided did not clearly specify the rates and terms and conditions which would apply to the shipments and failed to identify the specific shipments to which the rate would apply.

b. As evidenced by the invoices later issued by ALPI, the rates were not "all-in rates," yet the NRA did not detail all of the "additional surcharges, assessorial charges, or ocean common carrier general rate increases (GRIs)" that would apply.

c. Further, the NRA was not formally agreed to by Cool Living and ALPI did not include the required acceptance clause on the rate quote which allowed booking cargo to constitute acceptance.

d. The NRA failed to indicate its intention to be exempt from the rate filing requirements by including "a prominent notice in its rules tariff."

27. To date, and on information and belief, ALPI claims that Cool Living LLC is outstanding by $89,000 for the transportation and other costs associated with the transportation of the Cool Living Cargo.

28. On information and belief, ALPI Air & Sea A/S and ALPI U.S.A., Inc. issued the shipping documentation for the transportation of Cool Living Cargo including but not limited to the arrival notices issued by ALPI U.S.A., Inc. and bills of lading issued by ALPI Air & Sea A/S, while ALPI Logistics Inc. issued invoices for the associated costs.

29. It is unclear from the invoices issued by ALPI Logistics Inc. whether the rates charged on those invoices were pursuant to this non-compliant NRA or some other rate structure like a publicly filed tariff.

30. On information and belief, ALPI Logistics Inc. invoiced for services provided by multiple ALPI entities including ALPI U.S.A., Inc., ALPI Air & Sea A/S, ALPI Customs Brokers, Inc., and ALPI Logistics Inc. in relation to the transportation of the Cool Living Cargo.

31. For the first shipments on or about June and July of 2024, ALPI Logistics Inc. provided up front quotations for warehousing and other associated costs in informal emails, which ALPI Logistics Inc. later properly invoiced for in accordance with the prices quoted.

32. Upon receipt of these properly issued invoices, Cool Living LLC accepted and immediately paid in accordance with the COD terms indicated on the invoices.

33. Cool Living LLC has paid for all invoices which were properly quoted prior to invoicing in accordance with the parties' course of dealing, and which were properly and clearly invoiced.

34. After these first shipments, ALPI Logistics Inc. sharply and unreasonably changed its invoicing practices.

35. For the remaining shipments, ALPI Logistics Inc. did not provide up front quotations, estimates, or individualized invoices for the costs associated with transporting the Cool Living Cargo.

36. ALPI Logistics Inc., issued the remaining "invoices" for the transportation of Cool Living Cargo as bulk "statements of account" months after the cargo was actually delivered and in amounts which were not in accordance with previous quotations or estimates.

37. On or about September 6, 2024, ALPI Logistics Inc. sent the first "statement of account" which purported to include all outstanding amounts not yet paid.

38. The amounts included in this "statement of account" had not been previously issued as individual invoices to Cool Living LLC, and Cool Living LLC had no notice of any outstanding balances prior to the issuance of this "statement of account."

39. Upon receipt of this "statement of account," Cool Living LLC immediately noted that it had not previously received the individual invoices and requested supporting documentation for disputed amounts.

40. No supporting documentation was ever provided in response to this request.

41. On or about December 9, 2024, January 8, 2025, and February 7, 2025 ALPI Logistics Inc. issued similar "statements of account" to Cool Living LLC purporting to be a total outstanding balance owed by Cool Living LLC for services rendered.

42. The "statements of account" included amounts not previously quoted or individually invoiced to Cool Living LLC, and prior to the issuance of the statements of account, Cool Living LLC had no notice of the outstanding balance owed.

43. Additionally, the "statements of account" contained confusing and inconsistent labelling of charges, making it impossible for Cool Living LLC to understand which shipments were included, which services had been provided, and what charges were being invoiced.

44. Upon receiving the "statements of account," Cool Living LLC immediately disputed the invoiced amounts, citing non-compliance with prior quotations and a lack of clarity regarding which services corresponded to which containers. To resolve these concerns, Cool Living LLC requested detailed supporting documentation for the charges.

45. ALPI Logistics Inc. and the ALPI NVOCCs refused to discuss, explain, or provide supporting documentation for the outstanding amounts owed, and instead threatened to escalate the situation by involving their attorney.

46. On or about March 2025, ALPI Logistics Inc., unilaterally changed the invoiced party by improperly issuing individual invoices to Cool Living Oy, a separate corporate entity located in Finland, instead of Cool Living LLC.

47. Immediately upon receipt of the individual invoices in March 2025, Cool Living LLC raised disputes over the amounts invoiced and the improper invoicing of Cool Living Oy.

ALPI's Mismanagement of Cool Living Cargo

48. Throughout the execution of this agreement to transport the Cool Living Cargo, the ALPI NVOCCs and ALPI Logistics Inc. repeatedly demonstrated a pattern of mismanagement in handling the Cool Living Cargo.

49. The ALPI NVOCCs and ALPI Logistics Inc. failed to timely communicate regarding the Cool Living Cargo, necessitating excessive follow up from Cool Living LLC, and leading to severe delays in shipments.

50. ALPI Logistics Inc. lost track of the Cool Living Cargo, leading to ALPI Logistics Inc. mistakenly claiming that cargo was lost on at least one occasion, only to later discover that the items were in ALPI's warehouse.

51. On at least one occasion, ALPI Logistics Inc. and the ALPI NVOCCs sent cargo to the incorrect customer.

52. On at least one occasion, ALPI Logistics Inc. and the ALPI NVOCCs delivered damaged cargo to customers.

53. These severe delays and issues led to customer cancellations and chargebacks as a result of customer dissatisfaction, directly caused by ALPI's mismanagement.

54. As a direct result of ALPI's mismanagement, Cool Living LLC and Cool Living Oy suffered reputational harm, leading Cool Living LLC and Cool Living Oy to issue a public apology in December 2024 for excessive delays that ALPI Logistics Inc. and the ALPI NVOCCs caused.

55. Cool Living LLC repeatedly raised concerns with ALPI Logistics Inc. in written email exchanges regarding the mismanagement of the Cool Living Cargo and the impact it had on the Cool Living brand.

56. ALPI Logistics Inc. refused to take responsibility for its mismanagement of the Cool Living Cargo or rectify the issues that it caused.

Wrongful Withholding of Unrelated Cargo

57. In or around January 2025, on information and belief, ALPI Logistics Inc. and ALPI U.S.A., Inc., directed its Danish partner, ALPI Air & Sea A/S, to withhold unrelated cargo—mistakenly transported to Denmark—as leverage for the disputed outstanding balance.

58. The ALPI NVOCCs and ALPI Logistics claim that the cargo is being held pursuant to a lien on the cargo granted by its general terms and conditions.

59. The cargo currently held in Denmark has no connection to the disputed outstanding invoices issued by ALPI Logistics Inc..

60. The exercise of any lien with respect to the held cargo is unreasonable and in violation of the Shipping Act as it is entirely unrelated to the outstanding invoices for which payment is being demanded.

61. The cargo for these shipments remains held by ALPI Air. & Sea A/S in Denmark.

62. Cool Living LLC has repeatedly made demands for the release of the held cargo.

63. Despite repeated demands, the ALPI NVOCCs and ALPI Logistics Inc. have consistently refused to release the held cargo or engage in negotiations regarding the disputed amounts, and instead continued to demand full immediate payment.

64. The ALPI NVOCCs and ALPI Logistics Inc. do not have a right to withhold cargo where the underlying invoices are actively being disputed by Cool Living LLC and where the cargo being held is unrelated to the disputed invoices.

65. Beginning in or around December 2024 and continuing through early 2025, the continuous customs bond covering Cool Living Cargo was put on hold due to intentional non-compliance with requests for information at the direction of ALPI Logistics Inc. and the ALPI NVOCCs, which was used as an additional tactic to pressure payment by Cool Living LLC of allegedly outstanding balances.

66. As a result of ALPI's unreasonable shipping and invoicing practices, Cool Living LLC has suffered significant actual damage and reputational damage to its brand.

V. VIOLATIONS OF THE SHIPPING ACT

COUNT I

VIOLATIONS OF 46 U.S.C. § 41102(c)

(Unjust and Unreasonable Practices in Handling Property)

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

68. Section 41102(c) prohibits a common carrier, marine terminal operator, 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."

69. Section 41102(c) applies equally to dispute resolution practices, policies and procedures (or lack thereof) in connection with assessment, collection, and dispute resolution of charges relating to or connected with receiving, handling, storing, or delivering property.

70. Respondents are NVOCCs and common carriers under the Shipping Act, and Respondents are liable for the acts of their agents pursuant to 46 C.F.R. § 515.4(b)(3).

71. The following practices and procedures are specifically unjust and unreasonable in violation of 46 U.S.C. § 41102(c) and 46 C.F.R. §§ 545.4:

a. issuing inconsistent, unclear, bulk statements of account without previous issuance of individualized invoices;

b. unilaterally changing the invoiced entity to Cool Living Oy for transportation services requested and contracted for by Cool Living LLC;

c. failing to maintain transparency with respect to quoting, invoicing, and handling of the Cool Living Cargo;

d. delivering damaged, late, or incorrect cargo to customers without providing redress or avenue for dispute;

e. refusing release of unrelated Cool Living shipments located in Denmark without payment of other outstanding and disputed charges;

f. maintaining and enforcing unjust and unreasonable dispute resolution practices (or lack thereof), including, but not limited to, Respondents' failure to meaningfully engage in commitments to address disputed invoices or provide supporting documentation when requested, Respondents' apparent lack of any workable practice, policy or procedure to meaningfully evaluate disputed charges, and Respondents' use of cargo holds and causing holds to be placed on continuous customs bonds as a means to coerce payment of invoices that are disputed, constitute violations of Section 41102(c);

g. directing the purposeful failure to maintain compliance with respect to the continuous customs bond on Cool Living Cargo.

72. Respondents' foregoing practices and procedures were directly related to receiving, handling, storing, or delivering Cool Living's property.

73. Respondents' foregoing practices and procedures as they relate to the Cool Living Cargo are unjust and unreasonable in violation of § 41102(c).

74. Respondents' had normal, customary, and continuous practice of engaging in the foregoing unjust and unreasonable practices and procedures.

75. As a direct result of Respondents' unjust and unreasonable actions, Cool Living LLC suffered reputational and actual damages as they are enumerated in this Complaint.

76. Respondents' foregoing practices and procedures were the proximate cause of Cool Living's claimed injury and damages.

77. Respondents' repeated refusal to release the held containers to coerce payment for other containers, and their repeated violation of NVOCC duties under the Shipping Act constitute knowing and willful violations warranting an award of civil penalties pursuant to Section 41107(a), the maximum amount of which may not exceed $73,045 for each violation.

COUNT II

VIOLATIONS OF 46 U.S.C. § 41104(a)(4)(E)

(Unjust or Unfair Practices in Adjustment and Settlement of Claims)

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

79. For services provided subject to a tariff, Section 41104(a)(4)(E) prohibits a common carrier from engaging in any "unfair or unjustly discriminatory practice in the matter of… adjustment and settlement of claims."

80. Respondents are NVOCCs and common carriers under the Shipping Act, and Respondents are liable for the acts of their agents pursuant to 46 C.F.R. § 515.4(b)(3).

81. On information and belief, service was provided pursuant to the publicly filed tariffs of ALPI U.S.A., Inc. and ALPI Air & Sea A/S.

82. Respondents have engaged in unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, specifically by withholding release of shipments in Denmark in an effort to coerce payment of unrelated, disputed invoices.

83. Respondents have further engaged in unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, specifically by purposefully directing the failure to maintain compliance with respect to the continuous customs bond on Cool Living Cargo.

84. As a direct result of Respondents' unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, Cool Living LLC has suffered reputational and actual damages enumerated in this Complaint.

85. Respondents' repeated refusal to release the held containers to coerce payment for other containers, and their repeated violation of NVOCC duties under the Shipping Act constitute knowing and willful violations warranting an award of civil penalties pursuant to Section 41107(a), the maximum amount of which may not exceed $73,045 for each violation.

COUNT III

VIOLATION OF 46 U.S.C. § 41104(a)(2)(A) and 46 C.F.R. § 532.5

(Service Not in Accordance With Tariff or Contract; Non-Compliant NRA)

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

87. Section 41104(a)(2)(A) prohibits a common carrier from providing service "not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2)."

88. Respondents are NVOCCs under the Shipping Act, and Respondents are liable for the acts of their agents pursuant to 46 C.F.R. § 515.4(b)(3).

89. ALPI Logistics Inc. issued a "rate sheet" for ocean freight rates specifically applicable to the transportation of the Cool Living Cargo in the form of what Cool Living LLC understood as an FMC regulated negotiated rate arrangement, which is an exemption from the tariff rate publication requirements of Section 41104(a)(2)(A). **Attached hereto as Exhibit 1.**

90. The applicable FMC regulations include several NRA requirements with which ALPI clearly failed to comply, including but not limited to the following:

91. The NRA ALPI provided did not clearly specify the rates and terms and conditions which would apply to the shipments and failed to identify the specific shipments to which the rate would apply.

92. As evidenced by the invoices later issued by ALPI, the rates were not "all-in rates," yet the NRA did not detail all of the "additional surcharges, assessorial charges, or ocean common carrier general rate increases (GRIs)" that would apply.

93. Further, the NRA was not formally agreed to by Cool Living and ALPI did not include the required acceptance clause on the rate quote which allowed booking cargo to constitute acceptance.

94. The NRA failed to indicate its intention to be exempt from the rate filing requirements by including "a prominent notice in its rules tariff."

95. In the alternative, to the extent that the document provided did not constitute an NRA, the transportation of Cool Living Cargo should have been made subject to publicly filed tariff rates.

96. To the extent that the ALPI NVOCCs publicly filed rules tariff and/or tariff rates applied to the transportation of the Cool Living Cargo, the ALPI NVOCCs provided service not in accordance with the rules outlined in its tariff.

97. Due to inconsistencies in invoiced amounts and a lack of transparency regarding applicable rates—stemming from services provided not in accordance with a tariff and/or a non-compliant NRA—Cool Living LLC has incurred actual damages. These damages include receiving inaccurate and inconsistent invoices for amounts not reflected in any publicly filed tariff or otherwise agreed upon, which Cool Living LLC is being compelled to pay without the ability to review or dispute.

98. Respondents' repeated violation of NVOCC duties under the Shipping Act constitute knowing and willful violations warranting an award of civil penalties pursuant to Section 41107(a), the maximum amount of which may not exceed $73,045 for each violation.

COUNT IV

VIOLATIONS OF 46 U.S.C. § 41104(a)(14)

(OSRA Unreasonable Charges)

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

100. As amended by OSRA, 46 U.S.C. § 41104(a)(14) provides that a "common carrier, either alone or in conjunction with any other person, directly or indirectly, shall not--…assess any party for a charge that is inconsistent or does not comply with all applicable provisions and regulations, including subsection (c) of section 41102 or part 545 of title 46, Code of Federal Regulations (or successor regulations)."

101. Respondents are NVOCCs and common carriers under the Shipping Act, and Respondents are liable for the acts of their agents pursuant to 46 C.F.R. § 515.4(b)(3).

102. As alleged in the Counts above, on information and belief, Respondents have assessed charges after the effective date of OSRA 2022 which are inconsistent with and/or do not comply with 46 U.S.C. § 41102(c) and other provisions and regulations, including but not limited to:

a. issuing inconsistent, unclear, bulk statements of account without previous issuance of individualized invoices;

b. unilaterally changing the invoiced entity to Cool Living Oy for transportation services requested and contracted for by Cool Living LLC;

c. failing to maintain transparency with respect to quoting, invoicing, and handling of the Cool Living Cargo.

VI. CAUSATION AND INJURY TO COMPLAINANT

103. As a result of Respondents' violations of the Shipping Act, Cool Living LLC has sustained serious and substantial injuries and monetary damages, including reputational damage to the Cool Living brand and lost business in the amount of $100,000, cancelled client orders for the cargo presently withheld by Respondents which has a retail value of $55,000, amounts for which Cool Living LLC was invoiced but which have not been properly supported by documentation and, and other damages. Respondents' unreasonable and unlawful conduct is continuing, and Cool Living LLC continues to sustain injury and damages.

VII. ALTERNATIVE DISPUTE RESOLUTION

104. Cool Living LLC has unsuccessfully attempted to resolve this matter with Respondents prior to filing this Verified Complaint. Cool Living LLC engaged in multiple

discussions regarding the disputed invoices, withheld release of cargo, and the unlawfulness of Respondents' actions, between February 2025 to date. The parties discussed settlement, during which Respondents did not offer any reasonable options for resolving the dispute. Respondents have otherwise been entirely uncooperative in resolving this dispute, including an outright refusal to acknowledge any wrongdoing despite the ongoing hold on cargo in Denmark. Further, Respondents have instead resorted to filing suit in a parallel proceeding before the New York Supreme Court instead of engaging in meaningful settlement discussions, which only served to escalate this matter. Considering statements made by Respondents and consequent noncooperation in resolving this matter, Cool Living LLC did not seek to use the FMC's alternative dispute resolution process prior to filing this Verified Complaint.

105. For the same reasons stated above, Cool Living LLC has not had any preliminary consultations with the FMC's Dispute Resolution Specialist regarding the availability of alternative dispute resolution under the FMC's ADR program (46 C.F.R. § 502.64).

VIII. REQUEST FOR ORAL HEARING

106. Complainant requests a hearing on this matter, and further requests that the hearing be held at the Federal Maritime Commission, 800 N. Capitol Street, NW, Washington, D.C. 20573-0001.

IX. PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that Respondents be required to answer the charges in this Complaint, and that after thorough investigation the FMC issue an Order:

1. Requiring Respondents to pay Complainant reparations for the unlawful conduct described above;

2. Ordering the payment of civil penalties for knowing and willful violations of the Shipping Act;

3. Requiring the payment of any other amounts that the FMC deems appropriate, including but not limited to attorney's fees;

4. Ordering that Respondents cease and desist from the unlawful conduct, including wrongfully holding unrelated cargo in Denmark to coerce payment; and

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

Dated: December 4, 2025

Respectfully Submitted,

HOLLAND & KNIGHT LLP

By: _/s/ Ashleigh T. Higgs_____

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Counsel to Complainant Cool Living LLC

VERIFICATION

I, Tony Hopkins, am the Co-Founder and COO of Complainant Cool Living LLC and 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.

Dated: December 4, 2025

Tony Hopkins
Co-Founder and COO
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