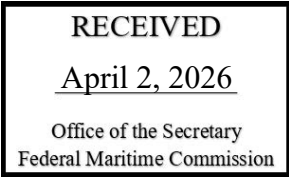


BEFORE THE  
FEDERAL MARITIME COMMISSION



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DOCKET NO. 26-05  
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WORLDLOG, LLC d/b/a WCM WORLDWIDE

COMPLAINANT,

v.

UNITED CARGO MANAGEMENT, INC.

RESPONDENT.

**VERIFIED COMPLAINT**

Complainant Worldlog, LLC d/b/a WCM Worldwide., (“Complainant” or “WCM”), by its undersigned counsel, files this Verified Complaint against Respondent, United Cargo Management, Inc., (“UCM”), 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 NVOCCs and ocean freight forwarders, 46 CFR Part 515, as follows:

**I. COMPLAINANT**

1. Complainant WCM is a corporation organized and existing under the laws of Wyoming, with a principal place of business at 126 Seven Farms Drive, Suite 260, Charleston, South Carolina, 29492. WCM is an FMC licensed Ocean Transportation Intermediary (“OTI”) Non-Vessel Operating Common Carrier (“NVOCC”), as this term is defined under the Shipping Act, and operating under FMC Organization and OTI License No. 034143.

## II. RESPONDENT

2. Respondent UCM (“Respondent” or “UCM”), is a California corporation with its principal place at 12501 Imperial Highway, Suite 310, Norwalk, California, 90650. UCM is an FMC licensed Ocean Transportation Intermediary (“OTI”) Non-Vessel Operating Common Carrier (“NVOCC”), as this term is defined under the Shipping Act, and operating under FMC Org. and License No. 007305.

## 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”) 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.

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).

#### IV. FACTUAL ALLEGATIONS

8. On or about May 28, 2008, UCM approached Carlton W. Blair, III (“Mr. Blair”), President of Worldlog, LLC (“Worldlog” or “WCM”)<sup>1</sup> to offer UCM’s NVOCCs services through WCM’s South Carolina office (“UCM CH”). To this end, UCM and WCM agreed to offer ocean transportation services on a profit-sharing basis (the “UCM-WCM Agreement”).

9. Under the UCM-WCM Agreement WCM, on behalf of UCM—the FMC licensed OTI—negotiated all ocean carrier service contracts and made minimum quantity commitments (“MQC”) on behalf of UCM.

10. UCM advanced 100% of all operational costs, including salaries, payroll taxes, benefits, rent, and all other expenses.

11. UCM’s role in the Agreement required UCM to provide OTI services and advance quarterly capital to fund expenses to WCM—which was reimbursed by WCM quarterly. After reimbursement of expenses from WCM revenues net profits were split 58% to WCM and 42% to UCM.

12. Between 2008 and March 2025, UCM and WCM successfully operated logistics and ocean transportation services through UCM’s California office and WCM’s Charleston, South Carolina office.

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<sup>1</sup> For clarity and transparency, Complainant Worldlog, LLC (“Worldlog”) added the tradename “WCM Worldwide” on June 12, 2025, shortly after obtaining approval for its FMC OTI NVOCC license on March 12, 2025. For this Complaint, Complainant will be referred to as “Worldlog” and “WCM Worldwide,” interchangeably.

13. On or about May 2024, UCM began failing to advance agreed-to expenses and failing to pay quarterly profit shares to WCM. This disrupted the established contractual structure and created a negative domino effect. It caused delayed payment to ocean carriers and other vendors and impacted the release of cargo to shipper-customers.

14. On March 26, 2025, UCM and WCM agreed to an orderly separation effective May 1, 2025. The agreement was confirmed by handshake and memorialized in writing on March 27, 2025, and specifically called for an orderly separation effective May 1, 2025 (“the Transition Agreement”).

15. Under the Transition Agreement, UCM and WCM would operate separately—UCM would continue to operate under its FMC OTI NVOCC license, and WCM would obtain its own FMC OTI NVOCC license.

16. It was important for WCM that the decision to separate from UCM did not affect shipper-customer bookings, release of shipments, or payment to ocean carriers and other vendors involved in the release of WCM’s and UCM’s shippers’ and customers’ cargo.

17. Under the Transition Agreement, UCM and WCM contemplated that customers who had longstanding relationships with WCM would express via email their decision concerning whether to conduct business with WCM or UCM.

18. Under the Transition Agreement, all cargo booked and scheduled to arrive before May 1, 2025, would continue to be processed in accordance with the parties’ previous 2023 agreement, that governed costs, expenses and profit splits.

19. To ensure a smooth transition, and protect customer relationships, WCM consistently and repeatedly attempted to work with UCM to ensure the efficient handling of and payment for cargo—whether under a UCM bill of lading or otherwise. These steps included:

- communications with UCM staff concerning the disposition of cargo for WCM generated customers booked under UCM bills of lading.
- timely payment of invoices and charges to agents servicing WCM customers when UCM has delayed or refused payment.
- Confirmed cargo transfers when delayed by UCM.

20. On March 30, 2025, approximately, four days after having reached the Transition Agreement with WCM, UCM's President and FMC Qualifying Individual, Mr. Thomas Lee, emailed WCM to advise that it did not agree with the terms of the Transition Agreement. UCM's repudiation email informed WCM that UCM was conferring with legal counsel. Without further notice, on April 24, 2025, UCM filed suit against WCM and Blair, in federal court in California.

21. Instead of reaching out to WCM to seek an amicable resolution of any dissatisfaction or disagreement UCM may have had about the terms of the Transition Agreement, UCM instead embarked on a campaign of retribution, retaliation, and deceit, against WCM, its President, and employees.

22. After UCM rejected the separation and transition agreement with WCM, UCM intentionally engaged in systematic campaigns to harass, annoy, and cause damage to customers who decided to stay with WCM. UCM intentionally engaged in the following conduct that violates FMC laws and regulations, and supports WCM's claims for damages under the Shipping Act, as amended:

- a. UCM engaged in a deceitful pattern to invoice customers for ocean freight knowing that those customers had already paid freight.

- b. UCM engaged in a deceitful pattern to invoice customers for ocean freight knowing that it did not act as an NVOCC carrier as defined by FMC regulations.
- c. UCM engaged in a smear campaign by disparaging, and providing false information to WCM customers, ocean carriers, and others with the intent of damaging the reputation and credibility of WCM.
- d. UCM unlawfully obtained WCM's confidential service contract information to the detriment of Complainant WCM.
- e. UCM unlawfully accessed and attempted to access WCM's Service Contracts without the knowledge and consent of WCM
- f. UCM held innocent shipper's cargo when UCM did not act as an NVOCC, did not issue a bill of lading and therefore, could not exercise any lien rights.
- g. UCM disclosed information in violation of the Shipping Act when it misappropriated confidential information contained in WCM Service Contracts with three ocean carriers in concert with a former WCM employee. The confidential information unlawfully obtained by UCM was utilized to secure service contract MQCs with ocean carriers thereby, resulting in liquidated damage claims by ocean carriers against WCM for MQC shortfalls proximately caused by UCM's employee who obtained confidential information while employed by WCM.

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

### **COUNT 1**

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

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

24. Section 41103 of the Shipping Act prohibits a common carrier, marine terminal operator, or 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.

25. Complainant WCM alleges that Respondent UCM unlawfully disclosed information concerning WCM's service contact information to ocean carriers to secure UCM's MQCs, resulting in ocean carrier shortfall claims against WCM because of UCM's use of confidential information unlawfully obtained from WCM.

26. WCM alleges that UCM utilized WCM's service contract information obtained through a former employee of WCM, who allegedly misappropriated WCM's confidential SVC information while employed by WCM.

27. Specifically, on May 6, 2025, WCM wrote UCM, demanding that UCM immediately cease and desist from accessing or attempting to access WCM's service contracts ("SVC") with ocean carriers, and from providing, disseminating, and/or imparting false or disparaging information about WCM and its principals. ("May 6 Letter")

28. Despite providing proof of the SVCs subject of WCM's cease-and-desist letter, WCM never received a response from UCM and WCM assumed UCM would comply with WCM's cease and desist letter and not access or attempt to access WCM's SVCs.

29. Notwithstanding WCM's May 6 Letter, on June 4, 2025, WCM wrote UCM that WCM had discovered that UCM had accessed WCM's ONE Line SVC and booked and/or attempted to book shipments under WCM's SVC.

30. WCM avers that UCM—without WCM's consent—knowingly, willfully, and unlawfully accessed WCM's SVC, which terms are filed confidentially with the FMC.

31. On or about April 29, 2025, WCM's former employee, now a UCM employee, negotiated rates, and MQCs—which he learned from personally attending WCM's carrier contract negotiations. WCM discovered that the former employee contracted with the same ocean carriers at the same rates on behalf of UCM. Boldy, the WCM former employee diverted existing WCM customers' and cargo (which had already been contracted and committed to ocean carriers for transport by WCM) to UCM, leaving WCM unable to meet its MQCs.

32. As a result, WCM suffered damages in the form of claims for liquidated damages for MQC shortfalls but for the volume diverted from WCM to UCM by the former employee.

## COUNT II

### **Violation of 46 U.S.C. §41102 (d)- Retaliation and Other Discriminatory Actions**

33. UCM violated Section 41102 (d), which prohibits a common carrier from retaliating against a shipper, an agent of a shipper, or resort to any other unfair or unjustly discriminatory action because WCM as an OTI filed a complaint against UCM at the FMC, or for any other reason.

34. WCM alleges that UCM engaged in a pattern of retaliation and unfair conduct by targeting customers who remained with WCM and designated WCM as their preferred NVOCC by attempting to collect ocean freight knowing those customers had already paid full freight to WCM.

35. WCM's May 6 Letter reminded UCM that it continued to provide WCM customers, with false information about WCM, and is issuing invoices for freight and related charges that UCM knew or should have known, it had not paid the claimed ocean freight to the ocean carriers, and knew or should have known that WCM paid the claimed charges directly to the ocean carriers. Therefore, WCM contended that the customers should not have to pay twice if those shippers and or consignees paid the ocean freight to WCM, who in turn paid the ocean freight to the underlying ocean carrier. This has resulted in confusion and aggravation on behalf of shipper-customers, thereby impacting on the relationship that WCM has with its customers.

36. In total, WCM advised UCM on May 6, 2025, UCM billed several WCM customers a total of \$690,132.85, for ocean freight and related charges since early May 2025, despite the fact those charges were paid by WCM to ocean carriers and other vendors. In addition, for shipments referenced in the May 6 Letter, UCM did not issue a bill of lading, did not assume responsibility for the subject shipments, and did not pay the ocean freight directly to the carriers, or otherwise acted lawfully as an NVOCC carrier, and therefore, UCM cannot claim ocean freight charges from shippers-customers who had already paid the ocean freight.

37. As a result of the above, WCM suffered reputational and monetary damages to the extent it is exposed to claims by shipper-customers who may claim damages against WCM for double payment of freight charges if they must pay UCM for the same ocean freight charges paid to WCM.

### **COUNT III**

#### **Violation of 46 U.S.C. §41104(a)(4)(E)- Unjust or Unfair Practices in Adjustment and Settlement of Claims**

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

39. 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.” UCM is a common carrier as that term is defined by the Shipping Act, as amended.

40. On information and belief, service was provided pursuant to the publicly filed tariffs of UCM. Respondent UCM has engaged in unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, specifically by withholding release of shipments belonging to a shipper who decided to stay with WCM, and coerce payment of unrelated, disputed invoices or for invoices that were already paid and where UCM did not act as an NVOCC carrier.

41. Respondent UCM has further engaged in unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, specifically by purposefully filing lawsuits and federal claims instead of seeking FMC dispute resolution services or other mediation services.

42. As a direct result of Respondent UCM’s unfair and unjustly discriminatory practices with respect to the adjustment and settlement of claims, WCM has suffered reputational and actual injury.

43. WCM’s May 6 Letter demanded UCM release its hold on the WCM shipper-customer and retract any invoices to shipper-customers that have paid ocean freight and noted as such in UCM’s accounts records as required by the FMC regulations. WCM in the same letter

cited an FMC case which holds that an NVOCC or any carrier cannot hold hostage cargo for unrelated freight or debt. UCM ignored WCM's May 6<sup>th</sup> Letter and refused to release the shipper's cargo.

44. UCM's 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 IV**

##### **Violations of 46 CFR §515.31 (e) (false or fraudulent claims, false information).**

###### **Duties and Responsibilities of UCM as an FMC Licensed OTI NVOCC**

45. Complainant repeats and re-alleges each allegation above as if fully set forth herein.

46. UCM's actions also constitute a violation of FMC regulations governing the conduct and activities of licensed OTIs under 46 CFR §515.31 (e), by knowingly providing false information about WCM's financial condition to WCM customers, vendors, and ocean carriers. FMC regulation 515.31 (e) prohibits a licensed OTI from imparting, among other things, false information. This section prohibits a licensed OTI from knowingly imparting to a principal, shipper, common carrier or other person, false information relative to any ocean transportation intermediary transaction. (Emphasis added).

47. On or about May 6, May 30, and August 15, 2025, WCM put UCM on notice that UCM was engaged in FMC prohibited conduct by providing, disseminating, and/or imparting false or disparaging information about WCM and its principals, and WCM demanded that UCM cease from engaging in such prohibited acts.

48. UCM's failure to comply with WCM's cease and desist demands proximately caused WCM reputational and monetary damages.

49. Despite the FMC requirement that licensed OTI report all Branch Offices that it intends to provide OTI services, UCM has not reported the South Carolina and NY office as a "Branch Office to the FMC, as required by 46 CFR 515.20(e). It thus appears that UCM is not in compliance with this section of the FMC OTI requirements to report material changes, specifically, reporting Branch Offices.

50. UCM is in violation of FMC regulations by not registering its trade name or DBA with the FMC. The NVOCC license is issued to "United Cargo Management, Inc," FMC License No. 007305. There is no record that UCM formally added any trade names or DBAs to its official FMC license's name, "United Cargo Management." The FMC will issue a license only in the name of the applicant and requires an FMC 18 application to add or delete a trade name to its FMC license. The FMC requires proof that the proposed trade name or DBA has been registered with the Secretary of State where the licensee is incorporated. There is no record of United Cargo Management ever adding "UCM" or "UCM Cargo Management" to its FMC OTI License.

## **V. ALTERNATIVE DISPUTE RESOLUTION**

51. Complainant has unsuccessfully attempted to resolve this matter with UCM prior to filing this Complaint. WCM has attempted to engage UCM settlement discussions regarding the disputed invoices, the hold release of cargo, and the unlawfulness of Respondents' actions, between May 2025 to date. UCM has been entirely uncooperative and is insistent that litigation is the only way out, resorting to filing causes of actions in the litigation matters in South Carolina federal court instead of engaging in meaningful settlement discussions.

## **VI. REQUEST FOR ORAL HEARING**

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

## **VII. PRAYER FOR RELIEF**

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

- a. An investigation pursuant to 46 U.S.C. 41301(c) into the matters alleged in this Complaint.
- b. An investigation pursuant to 46 U.S.C. 41301(c) finding that Respondent has violated the provisions outlined herein.
- c. Respondents to cease and desist from violating the Shipping Act as outlined herein and requiring Respondent to put into place practices to preclude future violations.
- d. Respondent cease and desist from holding unlawfully held cargo belonging to WCM or WCM's customer.
- e. UCM to Show Cause why their FMC OTI license should not be revoked for failure to adhere to and comply with FMC laws and regulations governing NVOCCs, and failure to demonstrate the character required of all FMC licensed OTI NVOCCs and OFFs.
- f. Respondent to pay Complainant reparations for the unlawful conduct described above, including loss profit, WCM's loss of reputational value with customers, ocean carriers, and others, along with interest and Complainant's attorneys' fees, costs, and as described in 46 U.S.C. § 41305.

g. Respondent to pay Complainant reparations for the unlawful practices outlined herein in an amount to be proven pursuant to 46 U.S.C. 41305, with interest pursuant to 46 U.S.C. 41305(A), Complainant's reasonable attorney's fees, as the prevailing party pursuant to 46 U.S.C. 41305(e), and any other amounts the FMC determines to be just and proper.

h. Such other further relief as the FMC determines to be just and proper.

Respectfully submitted,




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Dated: April 2, 2026

**VERIFICATION**

I, Carlton M. Blair, III, Member-Manager of Complainant Worldlog, LLC dba WCM Worldwide, 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.

  
\_\_\_\_\_  
Mr. Carlton W. Blair, III

4/2/2026  
\_\_\_\_\_  
Date: