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060(2)  
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Before the Federal Maritime Commission

APR 1

Complaint

ANCHOR SHIPPING CO. (Complamant) v. ALIANCA NAVEGACAO E LOGISTICA LTDA., ALIANCA MARITIMA LTDA. & CIA., and ALIANCA TRANSPORTES MARITIMOS S.A., d.b.a., ALIANCA LINES and ALIANCA LINES INC., **HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFFAHARTS-, d.b.a., HAMBURGSUDAMERIRANISCHE-DAMAPFSC~FHRTS-GESELLSCHAFT EGGERT & AMSINICK, HSAC LOGISTICS INC. and HSAC LOGISTICS, INC. a.k.a. HAMBURG SUD, d.b.a. CROWLEY AMERICAN TRANSPORT, INC., CROWLEY AMERICAN TRANSPORT LINE, INC. as successors of CROWLEY LINER SERVICES, INC. formally CROWLEY AMERICAN TRANSPORT, INC., formally TRAILER MARINE TRANSPORT CORPORATION, HAMBURGSUDAMERIKANISCHE DAMPFSCHIFFFAHARTS-, d.b.a., COLUMBUS LINE, COLUMBUS LINE, INC., COLUMBUS LINE USA, INC., and HSAC LOGISTICS, INC., formally COLUMBUS LINE USA, INC., COLUMBUS LINE INCORPORATED and COLUMBUS LINE, INC. as successors of COLUMBUS LINE USA, INC. all jointly and severally, as (Respondent(s)).**

I. The complainant is a corporation in the State of Florida, operating as an Ocean Transportation Intermediary, with its principal place of business located at 103 1 Ives Dairy Road, Suite 228, North Miami Beach, FL 33 179.

**Composing officers are; Alfred Hernandez and Alfred B. Hernandez.**

II. The respondent is a corporation in the State of New Jersey, operating as an Ocean Common Carrier, with its principal place of business located at 465 South Street, Morristown, NJ 07960.

**The respondent(s) are;**

**Alianca, a foreign profit corporation , incorporated in the State of Florida, composing officers, Schmid, T. Heinz, a.k.a., Heino T. Schmid, Salgado, J.R, and Pump, Jurgen, operating as an Ocean Common Carrier, with its principal place of business located at 465 South Street, Morristown, NJ 07960,**

**Crowley, a foreign profit corporation, incorporated in the State of Florida, composing officers, Frank, Larkin, Schmid, T. Heino, and Young, Mary Aneeooperating as an ocean common carrier with its principal place of business located at 465 South Street, Morristown, NJ 07960,**

**Columbus, a foreign profit corporation, incorporated in the State of New Jersey, composing officers, also incorporated in the State of Florida as a foreign profit corporation, composing officers, Pump, Jurgen and Schmid, T. Heino, operating as an ocean common carrier with its principal place of business located at 465 South Street, Morristown, NJ 07960,**

**Hamburg Sud, a foreign profit corporation headquartered in Europe, (Germany) operating under various trade names and corporate names commonly known as The Hamburg Sud Group of affiliated carriers, incorporated in the State of Florida and State of New Jersey as HSAC LOGISTICS, INC. with its principal place of business in the United States located at 465 South Street, Morristown, NJ 07960. Its composing officers are, Schmid, T. Heino and/or Pump, Jurgen.**

III. The complainant seeks Commission enforcement of Section 11 and Section 13 of The Shipping Act of 1984, as amended by OSRA of 1998, complemented by other Sections of The Act. For injuries caused through carrier misconduct in direct association with Shipping Act Violations which could not be enforced through arbitration before the Society of Maritime Arbitrators, New York before Ms. Lucienne Bulow, Sole Arbitrator, though some are sited in Arbiters Final Decision.

Complainant hereby seeks additional reparations pursuant to Section 11, for injuries caused through respondents deliberate and premeditated misconduct associated with activity prohibited by or in violation of Section 10 (c)(1), 10 (b)(3), 10 (a)(2) and 10 (a)(3) of The Shipping Act and Rules and Regulations of The FMC. Reparations sufficient to make complainant as whole and of equal commercial standing as complainant could have foreseeably been had respondent acted in good faith, not violated The Shipping Act and FMC Regulations and allowed the service contract to function as it was confirmed, drafted, and intended to function.

Complainant further seeks, Commissions full enforcement of the Civil Penalties prescribed under Section 13 (a), for respondents willfull and uncorrected violations of various Sections of The Shipping Act, and additionally requests Commission's consideration with respect to Additional Penalties pursuant to Section 13 (b) for activity involving violations of Section 10 (b)(1), (2), and (7), and further requests Commission's consideration with respect to respondent's attorney's (Hoppel, Mayer & Coleman) moral-ethics and disrespect for the law, and whether they should be barred from further practise before the F.M.C..

For witness convenience, complainant petitions for a hearing in Miami, FL.

IV. That, the respondent;

I v That, the respondent(s),

A) switched / substituted a service contract (signature page) without notification. Contract had been signed and dated by the shipper (complainant) as service contract number EC99-165 (April 29, 1999 - April 29, 2000), for a substitute service contract of some similarity (S/C EC99-05 11 May 6, 1999 - May 6, 2000), which was later discovered to be filed in duplication yet with different effective dates.

B) switched / substituted signed and dated amendments to service contract(s), in some instances neglected to amend or cancel contracts altogether.

C) **threatened** to expire a service contract within days of its effective date and shortly thereafter began to discourage and/or limit space in certain routes (WCSA & ECSA N.B.) and in some instances, (WCSA N.B.) refused to acknowledge certain routes within the contract.

D) began using unwarranted service and space objections and/or unwarranted commodity description objections, (in some instances refusing bookings in certain routes, WCSA N.B.) within 60 days of the effective date of the contract.

E) began refusing certain routes (ECSA N.B.) just after 60 days of the effective date, by either, not acknowledging the contract or not accepting commodities which were permissible under the contract or by demanding rate increases not contemplated in the contract.

F) completely refused to accept bookings in the (WCSA N.B.) route from the beginning of the contract, completely refused bookings in the (ECSA N.B.) route beginning in August 1999, completely refused bookings in the (WCSA S.B.) route beginning in September 1999, completely refused bookings to La Guaira, Venezuela as of September 1999, and completely refused shipments of boats and/or machinery beginning in September 1999.

G) willingly used their inside knowledge of the shipping industry with respect to rate discussion groups, pooling arrangements, capacity management, joint services, their knowledge of The OSRA (**particularly** complainant's exclusive remedy being arbitration in first instance) and, their advantage as the carrier, in conjunction with a series of obstacles and other convoluted objections, to coerce complainant into accepting rate increases, reductions in number of TEU'S per scheduled sailing, **reductions** in the total TEU'S permissible under the contract, reductions in the scopes of service and types of services under the contract, alterations or exclusions of additional and surcharges, and other unilateral amendments.

**G) used their inside knowledge of the shipping industry and their advantage in being part of a group of (2) two or more carriers affiliated by ownership, and their involvement in rate discussion groups, pooling arrangements, capacity management and joint services, in conjunction with a series of other unwarranted obstacles and**

**convoluted objections in combination with a series of concerted actions and retaliations to refuse bookings, as a means of coercing complainant into accepting unwarranted amendments to the service contract.**

H) was member to at least one discussion group (ECSADA), which by the copy of the discussion group meeting (minutes) in possession of complainant, evidence that the respondent was party to an agreement that was more than just a meeting of the minds where carriers refrain from allocating shippers, observe voluntary guidelines and then publish the entire agreement legitimately before the commission as prescribed under Section 5, and that they may have discussed complainant's contract(s) with other members of the group, to the complainant's disadvantage.

**H. were members to at least one discussion group, (ECSADA) which by the copy of the discussion group meeting (minutes) in possession of complainant and through conduct of respondent(s), evidence that the respondent(s) were part of (2) two or more parties to agreement(s) that were more than just meetings of the minds, where carriers refrained from allocating shippers, and observed voluntary guidelines and published the entire agreement(s) legitimately before the commission as prescribed under Section 5, and that they discussed complainant's contract between themselves and possibly with other members of the discussion group(s) to complainant's disadvantage.**

I) used offering "Deferred Rebates" under a service contract as means of coercion.

J) arranged a business luncheon with complainant and (2) two representatives from their affiliated carrier (Columbus Line) as means of switching complainant from using the respondent's contract(s) and be able to achieve higher rates and lesser carrier commitments, as cited further herein this complaint.

**in direct violation of Sec 10 (c)(1), 10 (c)(6), 10 (c)(7) and 10 (c)(8).**

K) arranged for their affiliated carrier (Crowley), to offer complainant a service contract to La Guaira, as means of switching complainant from using the respondent's contract..

**in direct violation of Sec 10 (c)(1), 10 (c)(6) 10 (c)(7), and 10 (c)(8).**

L) did not accept the complainant's numerous mitigating efforts with respect to space apportionment, rate increases, alternative amendments, reductions in scope ranges, or monetary settlement, but instead used their shipping industry knowledge, legal counsels advise and advantage as carrier, to drag out and deliberately attempt to either bankrupt or at least damage the complainant to where he would have to withdraw from his contract rights or otherwise have to accept the respondent's terms, without any regard

for the complainant or the complainant's customer's well-being.

M) through advise of their legal counsel, willingly allowed meritless objections be cause for arbitration pursuant to its service contract.. That respondent used its legal counsel as means of discouraging complainant through threats and a series of unsupported legal aspects, allegedly supporting respondents position, as means of causing complainant hardships in trying to correspond with their legal counsel at the same time as complainant was trying to access the contract or otherwise try to place its booking's. That respondents intentions were to coerce complainant into accepting the respondents terms, or have to face long range **monitary** damages associated with the arbitration.

N) refused to furnish discovery or allow depositions during arbitration ,**and** instead introduced erroneous and misleading **affidavits** in the arbitration.

O) undermined or otherwise interfered with complainant's dealings, through respondents direct dealings with complainant's customer(s), its agent(s), and its competitors, in violation of **Sec 10 (13)(a)** and (b), and, that respondent may have converted some of the accounts to their own benifit.

P) had allegedly suspended their to/from WCSA Service, for allegedly having lost their space allotment with their affiliate (Columbus Line) while Columbus had continued to serve the WCSA through its pooling arrangements, along with a new carrier to the group (Crowley) who also served WCSA, rather than having made internal arrangements with their **affiliate(s)**, to **accomodate** complainants bookings, as they conveniently were able to do for the (2) remaining months following the Interim Decision.

**in direct violation of Sec 10 (c)(1), 10 (c)(7) and 10 (c)(8).**

**bookings were made and assigned through respondent (Alianca) and respondent (Columbus) handled the booking. In one instance respondent (Alianca) assigned the booking number and respondent (Columbus) issued the bill of lading under respondent (Alianca) service contract number.**

Q) allegedly could no longer offer service **from** Baltimore, MD, to La Guaira, either by direct **call**,**via** rail ramp or door move. Then when confronted with the fact that this route was to be included in the contract because it was included in a previous contract (S/C EC99-003) which the respondent had agreed to merge into the new master contract, (along with previous **S/C EC99-002**) and the fact that they had been accepting the route all along, first under S/C EC99-003 and later once S/C EC99-165/05 11 came into effect, under S/C EC99-05 11, respondents still refused to accept bookings, alleging Baltimore was not **covered** under the previous contract, despite being directed to refer to the original agreement and the fact they had an Alternate Port Rule published. That respondents further misconducted themselves, when after complainant was able to make

a few bookings under the old contract number (SIC EC99-003) with a different employee who apparently had not been advised of the respondents intentions, respondent then claimed they had allegedly made a mistake using the old cancelled contract, refusing La Guaira altogether, yet it was later discovered that neither of the previous contract(s) had been cancelled, and that respondent, just did not want to perform. The respondent later used the contact(s) as a means of staging another arbitration as sited further herein.

R) refused to accept bookings from ECSA N.B., because of agreements with ECSADA which were **unfiled**, yet conveniently managed to accept booking's for a short period after the Arbiters Interim Decision (apparently to test complainant's residual commercial standing after alienating its customers for (6) months) before once again rejecting bookings and finding objections. That other booking's were refused, because of similar agreements.

**respondent(s) were part of a group of (2) two or more carriers involved in concerted actions and operating under unfiled agreement(s).**

S) admittedly had (6) six other service contracts like complainants, eventhough they allegedly **only** had very **limited** space available, and that the respondents conceivably may have favored some of the other contracts, or possibly violated other contracts, and in turn committed other Shipping Act Violations.

T) intentionally, reneged on the contract for foreseeable financial gains. That the respondent, knew the complainants contract rates were about 50% below those the respondent could demand elsewhere and that their carrier commitments under the contract were also to their disadvantage in light of the new accords, and that they knowingly took the calculated risk that they could either, coerce or **discourage** complainant(s) into submission, bluff or mislead them through their attorneys, or financially fatigue them into submission, without any regard for the complainant, the complainants customers and agent(s), or The Shipping Act and/or The F.M.C.

U) premeditated not adhering to the service contract, its essential terms, its tariff rules, tariff **rates**, The Shipping Act, or The Rules of The FMC.

V) deliberately staged an unwarranted Civil Action against the complainant for unpaid freight charges which were already involved in the arbitration dispute before the arbiter, for the purpose of causing complainant additional legal expenses and hardship.

V. That by reason of the facts stated in the foregoing paragraphs, complainant has been (and is being) subject to injury as a direct result of the violations by respondent of sections 4, 5, 6, 7, 8, 9, 10, and 12.

A) The respondent caused direct injury to complainant, through its Concerted Actions in violation of Section 10 (c)( 1) **and/or** Sec 10 (a)(2) and/or **Sec 10(a)(3)**, with respect to Unfiled Agreements or Operating under Agreements other than those filed, when in connection with a group of (2) two or more common carriers, respondents knowingly used, Columbus Line and Crowley (Hamburg Sud) and apparently other carriers which were part of an agreement and would not respond to service contract requests, as means of coercion, in the matter of rates, space accomodations, and service restrictions.

B) The respondent caused direct injury to complainant, in connectron with Concerted Actions under Section 10 (c)(1), when respondent directly or indirectly through its principals became a party to at least (1) one agreement (ECSADA), apparently outside any agreements sanctioned or filed with the FMC in violation of Sec 10 (a)(2) and/or 10 (a)(3), whereby carrier(s) would among other things, turn in any contract(s) not in compliance with the minimum floor rate levels, and eliminate the northbound GDSM Rate. Here the respondent directly violates Section 10 (c)(1), by working in conjunction with a group of carriers, in the matter of rates, space accomodations, and service restrictions, and arbitrarily, forcing it on a complainant while still under a valid contract, to whereby respondent knew complainant would be barred from finding an equal rate and service level elsewhere, and also violates Sec 10 (a)(2) and/or 10 (a)(3), for operating under the agreement.

**by being part of a group of (2) two or more carriers in a matter of allocating shippers, engaging in unjustly discriminarory practices and unreasonable disadvantage, respondent(s) also violated Section 10 (c)(6), 10 (c)(7), and 10 (c)(8).**

C) By respondent having stopped accepting booking's in practically all routes at once (even some less significant routes) for the sake of reaching its goal. The respondent injured complainant in retaliation for complainant attempting to hold them to the contract or **threatning** to file a complaint. Here respondent violated Section 10 (b)(3) specifically as it was intended not to be violated.

D) By respondent having resorted to unwarrented obstacles and delibarate disputes to keep complainant from accessing the contract, then consciously allowing their meritless objections and disputes be cause for arbitration as means of causing the complainant hardships and financial fatigue and then intentionally causing delays during arbitration and continuing to misconduct themselves during arbitration, **upto** and including the last two days of a contract, the respondent, clearly retaliated against complainant, in direct violation of Section 10 (b)(3).

E) The fact respondent knowingly allowed a meritless case go through **lengthly** arbitration as a means of causing damages to complainant, foreseeably to be n-repairable damages or at minimum, very significant damages, was a totally premeditated retaliation on the **complainant** to be considered a flagrant violation of Section 10 (b)(3) for its

resulting severity to complainant.

F) By respondent ignoring / not responding to any of the numerous reasonable mitigation efforts on the part of complainant, respondent used its inside knowledge of at least one discussion group agreement and/or pooling arrangement activity to unfairly refuse complainant's mitigation efforts, in violation of **Sec 10 (c)( 1)** or **Sec 10 (a)(2)** and/or **Sec 10 (a)(3)** or all three violations.

G) By respondent refusing to extend the contract as a means of settling the dispute and mitigating damages, despite (5) different request's at (3) different intravels, and the fact they continued to do so for the extend of the contract, despite an interim **decision** from the arbiter, that so much as recommended them to extend the contract as means of reducing complainants damages, respondent acted on its knowledge of the discussion group accord, in **violation** of Section 10 **(c)( 1)** and/or **Sec 10 (a)(2)** or **(3)**, in conjunction with retaliatory activity in violation of Section 10 (b)(3), with respect to just wanting to injure complainant.

H) By respondent staging a last minute service contract dispute during arbitration, a dispute over old previous service contract(s) that were represented as contracts that were to be subsumed by a later larger service contract, one which complainant was lead to believe and had reason to believe had been filed or amended as such, and which respondent knew was to be amended as such, respondent retaliated against complainant in violation of Section 10 (b)(3) with respect to maliciously trying to cause the complainant additional injury.

I) By respondent all of sudden **diciding** not to accept booking's to La Guaira, by either filing the agreed amendment or admitting there was a published contract, at about the same time Crowley (with possible Venezuelan Conference involvement) was mysteriously offering La Guaira rates to the complainant, which was also about the same time practically the whole contract was being repudiated, the respondent violated Section 10 **(c)( 1)** **and/or Sec 10 (a)(2)** and/or 10 (a)(3) , plus various parts of **Sec 8**, but because of the way the refusals were inflicted on complainant, respondent retaliated in violation of Section **10(b)(3)**.

Here Crowley actually offered lower rates ex-Baltimore rail-ramp, however it was obvious when one looks at the offer and underlying issues, that, first off all,

Crowley's differential of about \$200 for **moving** the containers from Baltimore to Philadelphia, would never cover expenses nor was it line with any of Crowley's other quotes, for which reason the rate was likely to increase, secondly, the contract had **GRI** and **Bunker** Clauses, service restrictions and inferior transit time, as oppossed to the subject contract, and third and most important, the respondent's parent company became involved (Hamburg Sud), requesting that we sign an amendment to re-assign them the contract,

J) The respondent injured complainant through activity in violation of **Sec 10 (a)(2) and/or 10 (a)(3)**, by directly or indirectly through thier principals, becoming party to at least (1) one agreement to turn in contract(s) below floor rate levels and eliminate or re-categorize **the** GDSM Rate formally available to NVOCC's. Agreements not sanctioned by The Shipping Act or The FMC and unlikely filed or legitimately filed before the Commission as required by **Sec 5 (a)** pursuant to **Sec 4 (a)**. Agreement (s) which apparently did not coincide with complainant's valid contract but which respondent was compelled to abide by.

Alternatively if such agreement(s) were filed before the Commission. By operating under unfiled agreement(s) at the begining of the contract and later again at the end of the contract, before compelled to abide by the filed agreement(s).

K) By respondent staging an unwarranted Civil Action for freight collections already before the arbiter, which the arbiter had ruled had arisen from a dispute over the contract and would offset any forthcoming award, respondent caused the complainant unnecessary delays, legal expenses and hardships, in retaliation for complainant having filed an arbitration claim pursuant to its contract, in violation of Section 10 (b)(3).

L) In the event respondent is found to have converted any of complainant's list of customers to its own benifit in connection with violations of **Sec 10 (13)(a) and (b)**, particularly if respondent is found to be carrying the cargo at rate that is either the same or lower than the replacement costs the respondent was attempting to charge the complainant. Complainant hereby petitions the Commission to enforce its powers under the Shipping Act to direct additional reparations and that in order to prevent this activity, the necessary steps be taken to include said violations to the list of prohibited violations under **Sec 11 (g)** (prescribing additional reparations).

vi. That complainant was injured in the followmg manor:

Prior to signing the contract subject in this complaint, (December 1998) while complainant was already looking to secure a master contract covering base ports in East Coast and West Coast of South America, and exploring the possibilities of either entering an existing shippers association, or becoming part of a new shippers association, or possibly forming a shippers association or perhaps an aliance with other NVOCC's , to where complainant could have benefit-ted through future buying ability, supplemental routes and services to offer its customers and agents, etc, etc, the respondent approached the complainant and assured complainant they would soon be a part of a large aliance of carriers, serving South America and that a master contract like the complainant was looking for, would soon be forthcoming. Shortly **thereafter**, (**January 1999**) respondent offered complainant a (6) six month contract covering U.S. West Coast and U.S. Gulf to East Coast South America, followed by a (1) one year contract (**March 1999**) covering U.S. East Coast to Venezuela. On both **occations**, and several other occasions where

complainant would inquire, respondent reassured complainant a master contract would be forthcoming and that same would automatically incorporate the two previous contracts, as well as cover whatever additional routes the carrier **aliance** offered. Shortly thereafter, (April 1999) respondent confirmed the scopes that would be covered by the master contract, shortly followed by **confirmation** of the rate levels and later the actual contract for **signature**.

By the respondent having confirmed their intent to offer a contract, and later giving complainant every reason to believe (judging by the (2) contract's) the contract would be forthcoming and that it would be **competative**, the complainant refrained from any other activity being contemplated and agreed to a 500 TEU, (1) one year contract with respondent.

The complainant was previously handling about four-hundred containers per year, (387 TEU's average over three years) serving Colombia and Venezuela in the Southbound trade only. Through the additional routes in the contract, had increased momentum to 62 TEU's per month when respondent began breaking the contract, and, would have shipped over 80 TEU's in the last month of the contract, when after the arbitrators interim **decission**, respondent began partially honoring ECSA Northbound for the **first** time, but again started posing objections and rejections.

Complainant had capital investments in opening and maintaining the company, has significant advertising expenses invested in the company, and worked feverishly with its customers over the years to maintain goodwill. Complainant also has goodwill investments in personnel, agents compensation and forwarders compensation.

By the respondent confirming the contract and at least partially honoring it for about (4) four month's before resorting to misconduct during the coarse of a valid contract , isolated complainant just long enough to make it impossible for complainant to go elsewhere. As a consequence, complainant suffered immediate contract damages and hardships, lost (8) eight months use of the contract and intangible benefits, and most importantly, due to the timing where complainant now couldn't go elsewhere for the rates and service levels needed to compete, the complainant was forced to devote all its time to either solving hardships caused by respondent, or dealing with respondents attorney's, thus, has not only indefinitely lost the customers, but now also finds itself indefinitely damaged.

Complainant received an arbitration award, under SMA Rules, pursuant to The Federal **Arirtration** Act and in accordance with The Shipping Act, covering proven contract damages related to breach. The complainant suffered and continues to suffer consequential damages not reached by the arbitration award to include, lost profits since May 6, 2000 (formally over \$100K / year), payroll for the president of the company since May 6, 2000, for rightfully pursuing enforcement of the laws and regulations governing

his contract, and personally **having** to monitor the complete arbitration including drafting and filing this complaint and later having to pursue this complaint, the numerous other financial setbacks caused through carrier misconduct, plus, an undetermined amount of income complainant was likely to earn and produce over time, as consequence of goodwill, investments in the company and number of other intangible benefits the complainant would have realized had the respondent acted in good faith.

To its damage in the sum of \$1,000,000.00.

VII Wherefore complainant prays that respondent be required to answer the charges herein; that after due hearing, an order be made commanding said respondent (and each of them): to cease and desist from aforesaid violations of said act (s) ; to establish and put in force such practices as the Commission determines to be **lawful** and reasonable ; to pay to said complainant by way of reparations for the unlawful conduct hereinabove described, the sum of \$1,000,000.00, with interest and attorney's fees or such other sum as the Commission may determine to be proper as an award of reparation; and that such other and further order or orders be made as Commission determines proper in the premises.

Dated at Miami, FL , this 28<sup>th</sup> day of March , 2002.

G. Prasad

1031 Ives Dairy Road Suite 228, North Miami Beach FL 33 179 (Office), 18640 NW 2nd Ave, Miami, FL 33 169 (Post Office)

Verification

State of Florida, County of Dade, ss: \_\_\_\_\_,

ALFRED HERNANDEZ being first duly sworn on oath deposes and says that he (she) is,

President

of the corporation and am the person who signed the foregoing complaint; I have read the complaint and the facts stated therein, upon information received from others, **affiant** believes them to be true.

Subscribed and sworn to be me, a notary public in the State

of Florida, County of Dade, this 28<sup>th</sup> day March, A.D. 2002

(Seal) \_\_\_\_\_

Layda Martinez

My commission expires \_\_\_\_\_



Layda Martinez  
Commission # CC 908496  
Expires March 23, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc