

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

GOLDEN EAGLE SHIPPING LLC,

Plaintiff,

vs.

NORVIC SHIPPING INTERNATIONAL LTD.,

Defendant.

CIVIL ACTION NO: 18-_____

SECTION “___”; DIVISION “___”

JUDGE _____

MAGISTRATE _____

VERIFIED COMPLAINT

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA:

NOW COMES, Plaintiff, Golden Eagle Shipping LLC, through undersigned counsel, and
for its Verified Complaint against Defendant, Norvic Shipping International Ltd., avers as follows:

THE PARTIES

1.

At all material times, Plaintiff was and still is a limited liability company duly organized and
existing under the laws of the Marshall Islands, and the registered owner of the M/V GOLDEN
EAGLE (IMO 9418731), a 2010-built, Marshall Islands flagged bulk carrier (the “Vessel”).

2.

At all material times, Defendant was and still is a corporation or other business entity duly
organized under the laws of Canada or some other foreign country, with a principal place of
business believed to be located in SSQ Place, 110 Sheppard Avenue East, Suite 100, Toronto,
Ontario, Canada, M2N 6Y8.

JURISDICTION AND VENUE

3.

This Court has jurisdiction over the subject matter of this action pursuant to Rule 9(h) of the Federal Rules of Civil Procedure because it is a claim arising out of a breach of a charter party. This action also comes within the Court's admiralty and maritime jurisdiction pursuant to U.S. Constitution Article 3, Section 2 and 28 U.S.C. § 1333 and is brought pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and Asset Forfeiture Actions ("Rule B") because Plaintiff seeks the attachment of property of the Defendant as security for its claims.

4.

Venue is proper in this Honorable Court because the Defendant's property subject to attachment under Rule B presently is, or during the pendency of this Civil Action will be, situated within this District.

FACTS AND CLAIM

5.

On or about May 29, 2018, Plaintiff and Defendant entered into a charter party, pursuant to which Plaintiff time chartered the Vessel to Defendant in exchange for good and valuable consideration (the "Charter"). See Exhibit 1.

6.

Pursuant to the Charter, on or about June 3, 2018 at 12:30 a.m., Plaintiff delivered the Vessel in good condition to Defendant at Bayóvar, Peru.

7.

The Charter required Defendant, as time charterer, to provide and pay for all bunkers and of a quality suitable for burning in the Vessel's engines, which also conformed to Plaintiff's specifications as set forth in the Charter. In the Charter, the Plaintiff specifically reserved its right to make a claim against Defendant for any damage to the main engine or the auxiliaries caused

by the use of unsuitable fuels or fuels not complying with the agreed specifications. *See id.* at Pro Forma C/P Cl. 9.

8.

During the term of the Charter, Defendant purchased bunkers from a third-party vendor, who delivered said bunkers to the Vessel on or about June 9, 2018 at Balboa, Panama.

9.

These bunkers were isolated on the Vessel and were not consumed immediately. The Vessel started to burn the bunkers supplied by the Defendant on or about July 1, 2018. Following the commencement of burning the bunkers referenced in the preceding paragraph, on or about July 4, 2018, the Vessel began experiencing mechanical difficulties including a breakdown of the main engine. The Vessel's engines did not experience any problems whatsoever prior to burning the bunkers supplied by the Defendant. It is evident from the extensive damage to the Vessel and from the sample test results of the bunkers to date that these mechanical problems were caused by the bunkers supplied by Defendant which contained contaminants and/or were otherwise unsuitable to operate the Vessel.

10.

As a result of the Defendant's failure to supply suitable bunkers as required under the Charter, the Vessel's crew was unable to start its main engine for an extended period of time and the Vessel experienced a series mechanical problems lasting approximately 14 days. The Plaintiff incurred additional costs and expenses diverting the Vessel to a port of refuge in Ponta Delgada, Portugal for emergency repairs. The Vessel then proceeded to Ghent, Belgium where arrangements were made with the Defendant and third party vendor from whom they purchased the bunkers for (i) joint inspection of the damage to the Vessel, and (ii) jointly obtaining samples of the contaminated bunkers, and the Plaintiff arranged for discharging the contaminated bunkers from the Vessel (which efforts commenced at Ghent but due to the Vessel's itinerary were suspended and are not yet complete, and are likely to now complete in Turkey later in August

2018). Plaintiff has sustained damages presently estimated to total no less than \$555,000.00, which can be further broken down as follows:

- \$200,000.00 in physical damages and other expenses incurred to divert the vessel to a port of refuge and to conduct emergency repairs;
- \$200,000.00 in loss of charter hire;
- \$55,000.00 in lost bunkers; and
- \$100,000.00 estimated to be the costs to be incurred to complete discharging the contaminated bunkers, and perform the required sampling, testing and inspections, including costs and disbursements.

COUNT I: BREACH OF CONTRACT

11.

Plaintiff repeats and re-alleges paragraphs 1 through 10 set out hereinabove as though the same were more thoroughly set forth at length herein.

12.

The Charter is a valid maritime contract pursuant to which Defendant was obligated to, *inter alia*, supply uncontaminated bunkers suitable to operate the Vessel.

13.

The contaminated bunkers Defendant supplied to the Vessel on or about June 9, 2018 at Balboa, Panama were unsuitable to operate the Vessel, and thus constituted a breach of the Charter which caused Plaintiff to incur substantial damages presently estimated to total no less than \$555,000, for which Defendant is liable.

ARBITRATION

14.

Plaintiff repeats and re-alleges Paragraphs 1 through 13 set out hereinabove as though the same were more thoroughly set forth at length herein.

15.

The Charter provides that disputes arising thereunder shall be resolved in arbitration in London in accordance with English law. See Exhibit 1 at Fixture Recap Cl. 17 and Pro Forma Charter Party Cl. 45.

16.

In accordance with the foregoing provisions, Plaintiff intends to commence arbitration against Defendant in London in order to assert its claims described herein.

17.

In accordance with 9 U.S.C. § 8, Plaintiff is entitled to obtain security for its claims described herein by way of a maritime attachment and maritime arrest as more fully set forth below.

SUPPLEMENTAL RULE B RELIEF

18.

Plaintiff seeks jurisdiction over the Defendant, who cannot be found within this District and is believed to have assets in this jurisdiction, namely bunkers aboard Defendant's time chartered vessel, the M/V JOSCO SUZHOU (IMO 9281968), by attachment of Defendant's goods and chattles within this District and within the State of Louisiana pursuant to a Writ of Foreign Attachment to be issued against the bunkers aboard Defendant's time chartered vessel, the M/V JOSCO SUZHOU (IMO 9281968), requiring Defendant to answer the allegations detailed above and to provide security for Plaintiff's maritime claims, all in accordance with Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and Asset Forfeiture Actions and Local Admiralty Rule 4.1(A).

WHEREFORE, Plaintiff Golden Eagle Shipping LLC prays that:

1. Its Verified Complaint be deemed good and sufficient;
2. Process in due form of law be issued pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure, directing the Defendant Norvic Shipping International Ltd. to appear and answer, all and singular, the allegations contained herein and directing that the bunkers aboard Defendant's time chartered vessel, the M/V JOSCO SUZHOU (IMO 9281968), presently lying afloat on the navigable waters of the United States of America within this District and the jurisdictional limits of this Court, be attached in the proceeding to the amount of Plaintiff's claims stated herein, plus interest, costs, and attorney's fees;
3. After due proceedings, Plaintiff have judgment against the Defendant in the full amount of Plaintiff's damages which are presently estimated to be no less than \$555,000.00, and further interest thereon at the legal rate, plus Plaintiff's legal and arbitration fees and costs, and for any other and further amount that later calculation may demonstrate as being appropriate;
4. This Honorable Court enter a decree in favor of the Plaintiff against Defendant for the total amount of Plaintiff's damages and that the bunkers aboard Defendant's time chartered vessel, the M/V JOSCO SUZHOU (IMO 9281968), be condemned and sold for the aforesaid amount together with reasonable costs and attorney's fees, including the costs and attorney's fees incurred in the London arbitration and herein;
5. Plaintiff have such other and further relief as the law and justice may require; and
6. Plaintiff agree to release and hold harmless, and indemnify the United States of America, the United States Marshals Service, their agents, servants, employees,

and all others for whom they are responsible, from any and all liability or responsibility for claims arising from the attachment of the bunkers aboard the Defendant's time chartered vessel.

Respectfully submitted,

FRILLOT L.L.C.

/s/ Lara N. DiCristina

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Attorneys for Golden Eagle Shipping LLC

INSTRUCTIONS FOR U.S. MARSHAL:

PLEASE SERVE THE WRIT OF FOREIGN ATTACHMENT
AND ATTACH THE BUNKERS ON BOARD THE
M/V JOSCO SUZHOU (IMO 9281968)
AT THE IMT MYRTLE GROVE FACILITY
(APPROX. MILE 57 AHP, RIGHT DESCENDING BANK)
OR ANOTHER LOCATION PROVIDED
BY PLAINTIFF'S COUNSEL

VERIFICATION

Pursuant to 28 U.S.C. § 1746, Andr a Jansz, under penalty of perjury, declares and says:

1. I am a resident of New York, over 18 years old and fully competent to make this Verification.
2. I am the Agent of Golden Eagle Shipping LLC, Plaintiff in the instant Civil Action, and make this Verification based on my personal knowledge.
3. I have read the foregoing Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.
4. My personal knowledge is based on statements, documents and information in possession of Golden Eagle Shipping LLC, or furnished to me by employees or agents of Golden Eagle Shipping LLC, and I make this Verification as the duly authorized agent of Golden Eagle Shipping LLC.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Thus done in Stamford CT on this 7th day of August, 2018.



Andr a Jansz