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Attorneys for Intervenor Plaintiff  
 Trans Pacific Container Service Corporation

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

WORLD FUEL SERVICES AMERICAS, INC., a  
 Corporation,

Plaintiff, DENYING

vs.

PM&O LINE, IN PERSONAM; M/V  
 MICRONESIAN NATIONS AND ITS  
 ENGINES, TACKEL, APPAREL, IN REM;

Defendants

TRANS PACIFIC CONTAINER SERVICE  
 CORPORATION,

Plaintiff,

vs.

PHILIPPINES, MICRONESIA & ORIENT  
 NAVIGATION COMPANY, IN PERSONAM;  
 THE VESSEL MICRONESIAN NATIONS,  
 OFFICIAL NUMBER 9123958, AND ITS  
 ENGINES, TACKLE, EQUIPMENT, AND  
 APPURTENANCES; THE VESSEL  
 MICRONESIAN NAVIGATOR, OFFICIAL  
 NUMBER 9084774, AND ITS ENGINES,  
 TACKLE, EQUIPMENT AND  
 APPURTENANCES; THE VESSEL  
 MICRONESIAN HERITAGE, OFFICIAL  
 NUMBER 9084786, AND ITS ENGINES,  
 TACKLE, EQUIPMENT AND  
 APPURTENANCES, IN REM,

Defendant.

Case No. 4:05-CV-02745-CW

~~STIPULATION AND PROPOSED ORDER~~  
~~ALLOWING~~ INTERVENTION OF TRANS  
 PACIFIC CONTAINER SERVICE  
 CORPORATION WITHOUT PREJUDICE

1 World Fuel Services Americas, Inc., Plaintiff in this action, through its attorneys, Gibson  
2 Robb & Lindh LLP, and Trans Pacific Container Service Corporation (“TRAPAC”), proposed  
3 Intervenor in this action, through its attorneys, Nixon Peabody LLP, hereby stipulate and agree as  
4 follows:

5 Trans Pacific Container Service Corporation may intervene in this action and file  
6 its Complaint in Intervention against Phillipines Micronesian & Orient Navigation  
7 Company (also known as PM&O Line) in personam, and the vessel Micronesian  
8 Nations and its engines, tackle, equipment and appertinances, in rem (a copy of  
9 Proposed Complaint in Intervention attached hereto as Exhibit A).

10 **There is good cause for such intervention:**

11 1. FRCP 24(a) allows intervention of right: “Upon timely application anyone shall be  
12 permitted to intervene in an action: . . . (2) when the applicant claims an interest relating to the  
13 property or transaction which is the subject of the action and the applicant is so situated that the  
14 disposition of the action may as a practical matter impair or impede the applicant’s ability to protect  
15 that interest.”

16 2. TRAPAC alleges in its proposed complaint in intervention that:

17 (a) TRAPAC is the preferential berth assignee and operator of marine terminal  
18 facilities located in the Port of Los Angeles and Port of Oakland;

19 (b) TRAPAC and PM&O entered into various written agreements for TRAPAC to  
20 provide stevedoring and terminal services at its marine terminal facilities for PM&O and its vessel;

21 (c) Pursuant to the contracts, TRAPAC provided stevedoring and terminal services  
22 to vessels operated and controlled by PM&O at TRAPAC’s Port of Los Angeles and Port of Oakland  
23 marine terminal facilities, and TRAPAC performed all obligations on its part to be performed under  
24 the contracts;

25 (d) Under the contracts PM&O was required to pay TRAPAC for TRAPAC’s  
26 services, and PM&O have failed to pay all of the charges and amounts owed to TRAPAC and is in  
27 default of the payment of the contract charges;

1 (e) That as of March 31, 2005 the amount of charges due from PM&O to  
2 TRAPAC under the contracts totals \$1,133,004.96 plus interest which charges remain unpaid despite  
3 demand and interest continues to accrue;

4 (f) That at all times material to TRAPAC's claim against PM&O, PM&O was the  
5 charterer of the vessel Micronesian Nations, official number 9123958, among other vessels;

6 (g) That the stevedoring and terminal services provided by TRAPAC to PM&O  
7 include services furnished by TRAPAC to the vessel Micronesian Nations in the amount of  
8 \$532,568.22, the full amount of which plus interest remains unpaid;

9 (h) That TRAPAC has, and claims, a lien against the vessel Micronesian Nations  
10 in the amount of \$532,568.22 as of March 31, 2005 plus interest thereon according to proof.

11 3. The vessel Micronesian Nations is named as a defendant, in rem, in this action and has  
12 been arrested and is presently in custody in connection with this action.

13 4. TRAPAC's allegations (summarized above) claim an interest relating to the property  
14 which is the subject of this action, and because TRAPAC's claim arises out of services it provided to  
15 PM&O and its vessels, such claim is not adequately represented by the existing parties in this action  
16 and may be impaired if this action proceeds to conclusion, including judgment against and sale of the


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1 vessel Micronesia Nations, without intervention and participation by TRAPAC.

2 WHEREFORE, Plaintiff World Fuel Services Americas, Inc. and proposed intervenor Trans  
3 Pacific Container Service Corporation respectfully request that this Court issue an order allowing  
4 TRAPAC to intervene in this action and file its complaint in intervention herein.


5 DATED: July 12, 2005

NIXON PEABODY LLP

7 By:   
8 Ronald W. Nelson  
9 Brian R. Faulkner  
10 Attorneys for Plaintiff Trans  
11 Pacific Container Service  
12 Corporation

11 DATED: July 12, 2005

GIBSON ROBB & LINDH LLP

13 By:   
14 Jennifer Sanchez  
15 Attorneys for Plaintiff  
16 World Fuel Services Americas, Inc.

16 ORDER

17 Pursuant to Stipulation between Plaintiff World Fuel Services Americas, Inc., and proposed  
18 intervenor Trans Pacific Container Services Corporation, ~~and good cause having been shown~~, it is:

19 ORDERED that Trans Pacific Container Services Corporation may <sup>move to</sup> intervene in this action  
20 ~~and file its complaint in intervention herein.~~ or present a stipulation signed by all parties.

21 Dated: 7/14, 2005

22 /s/ CLAUDIA WILKEN  
23 UNITED STATES DISTRICT COURT JUDGE


23 Proposed Order Submitted By:  
24 Brian R. Faulkner, Esq. Nixon Peabody LLP  
25 2040 Main Street, Suite 850  
26 Irvine, CA 92614  
27 Attorneys for Proposed Intervenor  
28 Trans Pacific Container Services Corporation  
(949) 475-6900; bfaulkner@nixonpeabody.com

1 vessel Micronesia Nations, without intervention and participation by TRAPAC.

2 WHEREFORE, Plaintiff World Fuel Services Americas, Inc. and proposed intervenor Trans  
3 Pacific Container Service Corporation respectfully request that this Court issue an order allowing  
4 TRAPAC to intervene in this action and file its complaint in intervention herein.

5 DATED: July 12, 2005

NIXON PEABODY LLP

6  
7 By:   
8 Ronald W. Nelson  
9 Brian R. Faulkner  
10 Attorneys for Plaintiff Trans  
Pacific Container Service  
Corporation

11 DATED: July 12, 2005

GIBSON ROBB & LINDH LLP

12  
13 By: \_\_\_\_\_  
14 Jennifer Sanchez  
15 Attorneys for Plaintiff  
World Fuel Services Americas, Inc.

16 ORDER

17 Pursuant to Stipulation between Plaintiff World Fuel Services Americas, Inc., and proposed  
18 intervenor Trans Pacific Container Services Corporation, and good cause having been shown, it is:

19 ORDERED that Trans Pacific Container Services Corporation may intervene in this action  
20 and file its complaint in intervention herein.

21 Dated: \_\_\_\_\_, 2005

UNITED STATES DISTRICT COURT JUDGE

23 Proposed Order Submitted By:  
24 Brian R. Faulkner, Esq. Nixon Peabody LLP  
25 2040 Main Street, Suite 850  
Irvine, CA 92614  
26 Attorneys for Proposed Intervenor  
Trans Pacific Container Services Corporation  
27 (949) 475-6900; bfaulkner@nixonpeabody.com

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Attorneys for Intervenor Plaintiff  
Trans Pacific Container Service Corporation

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

WORLD FUEL SERVICES AMERICAS, INC., a  
Corporation,

Plaintiff,

vs.

PM&O LINE, IN PERSONAM; M/V  
MICRONESIAN NATIONS AND ITS  
ENGINES, TACKEL, APPAREL, IN REM;

Defendants

TRANS PACIFIC CONTAINER SERVICE  
CORPORATION,

Plaintiff,

vs.

PHILIPPINES, MICRONESIA & ORIENT  
NAVIGATION COMPANY, IN PERSONAM;  
THE VESSEL MICRONESIAN NATIONS,  
OFFICIAL NUMBER 9123958, AND ITS  
ENGINES, TACKLE, EQUIPMENT, AND  
APPURTENANCES; THE VESSEL  
MICRONESIAN NAVIGATOR, OFFICIAL  
NUMBER 9084774, AND ITS ENGINES,  
TACKLE, EQUIPMENT AND  
APPURTENANCES; THE VESSEL  
MICRONESIAN HERITAGE, OFFICIAL  
NUMBER 9084786, AND ITS ENGINES,  
TACKLE, EQUIPMENT AND  
APPURTENANCES, IN REM,

Defendant.

Case No. 4:05-CV-02745-CW

INTERVENOR TRANS PACIFIC  
CONTAINER SERVICE CORPORATION'S  
VERIFIED COMPLAINT IN PERSONAM  
FOR BREACH OF MARITIME CONTRACT  
AND IN REM FOR ENFORCEMENT OF  
MARITIME LIEN (Supp. Adm. Rule C)

EXHIBIT "A"



1 Plaintiff Trans Pacific Container Service Corporation (“TraPac”) alleges its Complaint against  
2 Defendants Philippines, Micronesia & Orient Navigation Company (“PM&O”), In Personam, and the  
3 vessels Micronesia Nations, Official Number 9123958, Micronesia Navigator, Official Number  
4 9084774, and Micronesia Heritage, Official Number 9084786, In Rem, as follows:

5 1. (Jurisdiction.) This court has jurisdiction pursuant to 28 U.S.C. Section 1333. This is  
6 a case of admiralty and maritime jurisdiction, and an admiralty and maritime claim within the  
7 meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

8 **FIRST CLAIM FOR RELIEF**

9 2. Plaintiff TraPac is and at all material times was a California corporation with its  
10 principal place of business in Los Angeles, California. Among other business activities, TraPac is the  
11 preferential berth assignee and operator of marine terminal facilities located in the Port of Los  
12 Angeles and Port of Oakland.

13 3. Defendant PM&O is and at all material times was a California corporation with its  
14 principal place of business in San Francisco, California. Among other business activities, PM&O has  
15 been an ocean carrier engaged in the ocean transportation of cargo.

16 4. TraPac and PM&O entered into the following written agreements (including addenda)  
17 for TraPac to provide and perform stevedoring and terminal services at its marine terminal facilities  
18 for PM&O and its vessels: (A) Contract for container terminal and stevedoring services at the Port of  
19 Los Angeles dated April 14, 1997; and (B) Contract for container terminal and stevedoring services  
20 at the Port of Oakland dated February 4, 1997; (C) Term Lease Agreement No. 0001008 dated April  
21 30, 1997; (D) Term Lease Agreement No. 0001009 dated May 1, 1997. All of the agreements  
22 described in this paragraph are collectively referred to as the “Contracts.”

23 5. Pursuant to the Contracts, TraPac from time to time provided stevedoring and terminal  
24 services to vessels operated and controlled by PM&O at TraPac’s Port of Los Angeles and Port of  
25 Oakland marine terminal facilities, all for the benefit of PM&O. TraPac performed all obligations on  
26 its part to be performed under the Contracts.

27 6. Under the Contracts, PM&O was required to pay TraPac for TraPac’s services as  
28

1 specified in the Contracts. PM&O has failed to pay all of the charges and amounts owed under the  
2 Contracts and continues to be in default of the payment of the Contract charges.

3 7. As of March 31, 2005, the amount of charges due from PM&O to TraPac under the  
4 Contracts totals \$1,133,004.96 plus interest in the amount of \$31,692.60. Such charges remain  
5 unpaid despite due demand and interest continues to accrue.

6 8. PM&O has breached its obligations under the Contracts and is therefore liable to  
7 TraPac for Contract charges and interest in the total amount of \$1,164,697.56, as of March 31, 2005.

8 9. Each of the Contracts alleged in paragraph 4, above, contains an attorneys' fee  
9 provision. As a result of PM&O's breach of the Contracts, TraPac has been required to retain  
10 counsel to commence and prosecute this action and is incurring attorneys' fees, costs, and other  
11 necessary disbursements for that purpose, all of which TraPac is entitled to recover from PM&O.

12 **SECOND CLAIM FOR RELIEF**

13 10. Plaintiff refers to and realleges paragraphs 1 through 9, above, here.

14 11. PM&O is now, or at times material to this action was, the charterer of the vessels  
15 Micronesian Nations, Official Number 9123958, Micronesian Navigator, Official Number 9084774,  
16 and Micronesian Heritage, Official Number 9084786.

17 12. The amounts due to TraPac from PM&O for stevedoring and terminal services, as  
18 alleged herein, are reasonable in amount and are in accord with the established tariff rates of TraPac.

19 13. The stevedoring and terminal services provided by TraPac to PM&O as alleged here  
20 were furnished by TraPac to the vessels Micronesian Nations, Official Number 9123958,  
21 Micronesian Navigator, Official Number 9084774, and Micronesian Heritage, Official Number  
22 9084786 and were necessary for each of those vessels.

23 14. No part of the amount due to TraPac from PM&O for the services provided by TraPac,  
24 as alleged here, have been paid by PM&O, and TraPac has, and claims, a lien against the vessel  
25 Micronesian Nations, Official Number 9123958, in the amount of \$532,568.22 as of March 31, 2005,  
26 and against the vessel Micronesian Navigator, Official Number 9084774, in the amount of  
27 \$445,054.19 as of March 31, 2005, and against the vessel Micronesian Heritage, Official Number  
28 9084786, in the amount of \$187,075.16 as of March 31, 2005, under the general maritime law and



1 Acts of Congress of the United States, and such sum remains due, unpaid, and owing from each of  
2 the vessels and its owner to Plaintiff.

3 WHEREFORE, TraPac prays for judgment as follows:

4 **On the First Claim for Relief:**

5 1. For judgment against PM&O in an amount not less than \$1,164,697.56 for breach of  
6 the Contracts, plus further damages and interest according to proof;

7 **On the Second Claim for Relief:**

8 1. That warrants for the arrest of the In Rem Defendants may issue against the vessels  
9 Micronesian Nations, Official Number 9123958, Micronesian Navigator, Official Number 9084774,  
10 and Micronesian Heritage, Official Number 9084786 and the engines, tackle, equipment, and  
11 appurtenances of each of them;

12 2. For a judgment in favor of TraPac and against the vessel Micronesian Nations in an  
13 amount not less than \$532,568.22 plus interest, and a decree that such vessel be condemned and sold  
14 to satisfy Plaintiff's judgment;

15 3. For a judgment in favor of TraPac and against the vessel Micronesian Navigator in an  
16 amount not less than \$445,054.19 plus interest, and a decree that such vessel be condemned and sold  
17 to satisfy Plaintiff's judgment;

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1 4. For a judgment in favor of TraPac and against the vessel Micronesian Heritage in an amount  
2 not less than \$187,075.16 plus interest, and a decree that such vessel be condemned and sold to  
3 satisfy Plaintiff's judgment;


4 **On All Claims for Relief:**

5 1. For TraPac's attorneys' fees, costs of suit, and other necessary disbursements incurred  
6 in connection with this action; and

7 2. For such other relief as the court deems just and proper.

8 DATED: July 11, 2005

NIXON PEABODY LLP

9  
10 By: 

11 Ronald W. Nelson  
12 Brian R. Faulkner  
13 Attorneys for Plaintiff Trans  
14 Pacific Container Service  
15 Corporation

16 **VERIFICATION**

17 I, HIDEYUKI SADAMATSU, am President of Transpacific Container Service  
18 Corporation and am authorized to make this verification. I have read the foregoing Verified  
19 Complaint In Personam For Breach of Maritime Contract and In Rem For Enforcement of Maritime  
20 Lien. All allegations made in the Complaint are either based on information of which I have personal  
21 knowledge as a result of my duties and responsibilities as President, or are based on information  
22 obtained from the business records and personnel of Transpacific Container Service Corporation, and  
23 all of the matters alleged in the Complaint are true to the best of my knowledge, information, and  
24 belief. I declare under penalty of perjury under the laws of the United States and the State of  
25 California that the foregoing is true and correct.

26 Executed on July \_\_, 2005 at Wilmington, California.

27   
28 HIDEYUKI SADAMATSU

4. For a judgment in favor of TraPac and against the vessel Micronesia Heritage in an amount not less than \$187,075.16 plus interest, and a decree that such vessel be condemned and sold to satisfy Plaintiff's judgment;

**On All Claims for Relief:**

1. For TraPac's attorneys' fees, costs of suit, and other necessary disbursements incurred in connection with this action; and

2. For such other relief as the court deems just and proper.

DATED: July 11, 2005

NIXON PEABODY LLP

By: 

Ronald W. Nelson  
Brian R. Faulkner  
Attorneys for Plaintiff Trans  
Pacific Container Service  
Corporation

**VERIFICATION**

I, HIDEYUKI SADAMATSU, am President of Transpacific Container Service Corporation and am authorized to make this verification. I have read the foregoing Verified Complaint In Personam For Breach of Maritime Contract and In Rem For Enforcement of Maritime Lien. All allegations made in the Complaint are either based on information of which I have personal knowledge as a result of my duties and responsibilities as President, or are based on information obtained from the business records and personnel of Transpacific Container Service Corporation, and all of the matters alleged in the Complaint are true to the best of my knowledge, information, and belief. I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on July \_\_, 2005 at Wilmington, California.

\_\_\_\_\_  
HIDEYUKI SADAMATSU