

CARLOS J. GALARCE, ESQ.
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Attorneys for Plaintiff

MAERSK AGENCY USA INC as agent for
MAERSK LINE A/S d/b/a MAERSK LINE

Plaintiff,

vs

JNQ LOGISTICS CORP.

Defendant,

) SUPERIOR COURT OF NEW JERSEY
) LAW DIVISION
) ESSEX COUNTY
)
)
)
) Docket No.
)
) CIVIL ACTION
)
) COMPLAINT
)
)
)

Plaintiff, having a place of business at 9300 Arrowpoint Blvd, Charlotte, NC 28273
complaining of the defendant says:

FIRST COUNT

1. That the defendant maintains a place of business at 170 Scotland Rd., Orange, NJ 07050.
2. That the plaintiff is a participant in the Uniform Intermodal Exchange and Facilities Access Agreement (the Agreement) as an Equipment Provider participant and as such the plaintiff agreed to be bound by the provisions of the Agreement regarding the use of equipment in intermodal interchange services.
3. The defendant JNQ Logistics Corp is a Motor Carrier participant to the Agreement and as such is bound by the provisions of the Agreement.

4. Pursuant to the terms of the Agreement the defendant by doing business with the plaintiff was bound by the terms of the plaintiff's addendum to the Agreement.

5. That Maersk Lines A/S shipped cargo beginning May 31, 2022 and times thereafter the plaintiff shipped cargo to Newark, NJ and other ports (the destinations).

6. The aforesaid shipments were to be picked by the defendant at the destinations upon delivery or within a grace period after delivery known as the "free-time period."

7. The defendant was required by the Agreement to pick up the cargo during the "free-time" period in order to avoid any charge. After the expiration of the "free time period" the defendant would incur demurrage charges.

8. The shipments arrived at their destinations, but the defendant did not pick up the cargo within the "free-time" period."

9. That on account of the defendant's failure to timely pick up the cargo from the plaintiff the defendant incurred demurrage charges due the plaintiff as set in the Agreement. The amount of these charges totals \$43,870.00.

10. Upon information and belief, the defendant has defaulted in its agreement with the plaintiff by failing to pay plaintiff the aforesaid sum which sum is due and owing in its entirety.

11. Payment of the aforesaid sum has been demanded but has not been received. plaintiff by failing to pay plaintiff the aforesaid sum which is due and owing in its entirety.

12. In addition, thereto the Agreement provides that in the event an action should be brought by a party to enforce the terms of the Agreement that party shall be entitled to reasonable attorney's fees,

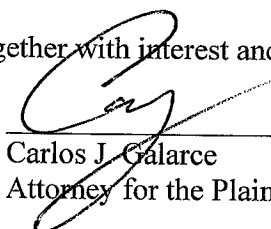
WHEREFORE, the plaintiff demands judgment on the First Count against the

defendant JNQ Logistics Corp. in the sum of \$43,870.00 together with attorney's fees, interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats each and every allegation of the First Count as though same were repeated herein at length.
2. The plaintiff is entitled to recover the reasonable value of the services it provided to the defendant in the amount of \$43,870.00.

WHEREFORE the plaintiff demands judgment on the Second Count against the defendant JNQ Logistics Corp in the sum of \$43,870.00 together with interest and costs of suit.



Carlos J. Galarce
Attorney for the Plaintiff

RULE 4:5-1 CERTIFICATION

I hereby certify that pursuant to R. 4:5-1 that the matter in controversy is not, to the best of my knowledge, the subject of any action pending in any court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that to the best of my knowledge no other parties need to be joined in this action.

Carlos Galarce
Attorneys for Plaintiff



Carlos Galarce, Esq

RULE 1:38-7(c) CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now

submitted to the court and will be redacted from all documents submitted in the future in accordance with R.1:38-7(b).

Carlos Galarce
Attorneys for Plaintiff



Carlos Galarce, Esq.

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-002061-23

Case Caption: MAERSK AGENCY USA IN C VS JNQ LOGISTICS CORP

Case Initiation Date: 03/29/2023

Attorney Name: CARLOS J GALARCE

Firm Name: CARLOS J. GALARCE

Address: 41 VREELAND AVE.

TOTOWA NJ 07512

Phone: 9737853939

Name of Party: PLAINTIFF : Maersk Agency USA Inc

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Maersk Agency USA Inc? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

03/29/2023

Dated

/s/ CARLOS J GALARCE

Signed

