

APR. 23, 2008

STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ISAAC INDUSTRIES, INC., on behalf of
itself and all others similarly situated,

Plaintiff,

vs.

HORIZON LINES, INC.; HORIZON LINES,
LLC; SEA STAR LINE, LLC; TRAILER
BRIDGE, INC.; CROWLEY MARITIME
CORPORATION; and CROWLEY LINER
SERVICES, INC.,

Defendants.

) Case No.

) **08-21151-CIV-GOLD/MCALILEY**

) **CLASS ACTION COMPLAINT FOR**
) **DAMAGES; JURY DEMAND**

I. INTRODUCTION

1. Plaintiff Isaac Industries, Inc. brings this action on behalf of itself individually and on behalf of a plaintiff class (the "Class") consisting of all persons and entities in the United States, and its territories and possessions, who purchased domestic ocean shipping services for service between the continental United States and Puerto Rico ("Noncontiguous Domestic Ocean Shipping") directly from a defendant between at least as early as January 1, 2002 and the present (the "Class Period").

2. Defendants are domestic ocean shipping liners who collectively transport millions of revenue tons of cargo each year between ports in the contiguous United States and in the United States' territories and possessions. Defendants service many of the same routes, and they are competitors of each other. Plaintiff alleges that during the Class Period, defendants conspired, combined and contracted to fix, raise, maintain, and stabilize the price

at which domestic ocean shipping services would be sold. As a result of defendants' unlawful conduct, plaintiff and the other members of the Class paid artificially inflated prices for Noncontiguous Domestic Ocean Shipping. Such prices exceeded the amount they would have paid if the prices had been determined by a competitive market.

II. JURISDICTION AND VENUE

3. Plaintiff brings this action under Sections 4 and 16 of the Clayton Act, (15 U.S.C. §§ 15 and 26), to recover treble damages and costs of suit, including reasonable attorneys' fees, against defendants for the injuries sustained by plaintiff and the members of the class by reason of the violations, as hereinafter alleged, of Section 1 of the Sherman Act (15 U.S.C. § 1).

4. This action is also instituted to secure injunctive relief against defendants to prevent them from further violations of Section 1 of the Sherman Act, as hereinafter alleged.

5. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1337 and by Sections 4 and 16 of the Clayton Act (15 U.S.C. §§ 15(a) and 26).

6. Venue is proper in this judicial district because during the Class Period, one or more of the defendants resided, transacted business, was found, or had agents in this district, and because a substantial part of the events giving rise to plaintiff's claims occurred, and a substantial portion of the affected interstate trade and commerce described below has been carried out, in this district.

III. THE PARTIES

A. Plaintiff

7. Plaintiff Isaac Industries, Inc. is a Florida corporation with its principal place of business located at 7330 N.W. 36th Avenue, Miami, Florida 33147. During the Class Period, Isaac purchased Noncontiguous Domestic Ocean Shipping directly from one or more defendants. As a result of the alleged conspiracy, plaintiff was injured in its business and property by reason of the antitrust violations alleged herein.

B. Defendants

8. Defendant Horizon Lines, Inc. (“Horizon”) is a Delaware corporation with its principal place of business in Charlotte, North Carolina. It is publicly traded on the New York Stock Exchange. It operates as a holding company for the following wholly-owned subsidiaries: (a) Horizon Lines, LLC; (b) Horizon Logistics Holdings, LLC; and (c) Horizon Lines of Puerto Rico, Inc. Together with its subsidiaries, Horizon is the nation’s leading domestic ocean shipping and integrated logistics company, accounting for approximately 38 percent of total U.S. marine container shipments from the continental United States to Alaska, Puerto Rico, and Hawaii, and to Guam and Micronesia. During the Class Period, Horizon sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

9. Defendant Horizon Lines, LLC (“Horizon LLC”) is a Delaware limited liability company with its principal place of business in Charlotte, North Carolina. Horizon LLC is a wholly owned operating subsidiary of defendant Horizon. Horizon LLC operates a fleet of 21 U.S.-flag containerships and 5 port terminals linking the continental United States with Alaska, Hawaii, Guam, Micronesia, and Puerto Rico. During the Class Period, Horizon LLC sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

10. Defendant Sea Star Line, LLC (“Sea Star”) is a Delaware corporation with its principal place of business in Jacksonville, Florida. Sea Star is privately held by SaltChuk Resources, Inc. and Taino Star, Inc. Sea Star provides integrated transportation services to and from the United States, Puerto Rico, the U.S. Virgin Islands, and the Eastern Caribbean Islands of Antigua, St. Kitts. St. Maarten, and Tortola. During the Class Period, Sea Star sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

11. Defendant Crowley Maritime Corporation (“Crowley”) is a Delaware corporation with its principal place of business in Jacksonville, Florida. Crowley is in the

business of liner services, logistics, energy support, project management, ocean towing and transportation, petroleum and chemical transportation, fuel sales and distribution, ship assist and escort; salvage and emergency response, vessel construction and naval architecture, and ship management. The company is privately owned. During the Class Period, Crowley sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

12. Defendant Crowley Liner Services, Inc. (“Crowley Liner”) is Delaware corporation with its principal place of business in Jacksonville, Florida. It is a wholly owned subsidiary of defendant Crowley. Crowley Liner operates a fleet of more than 35 vessels and provides scheduled marine transportation services between the continental United States and ports in the Caribbean and Central America. During the Class Period, Crowley Liner sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

13. Defendant Trailer Bridge, Inc. (“Trailer Bridge”) is a Delaware corporation with its principal place of business in Jacksonville, Florida. It offers integrated trucking and freight service between mainland U.S. and Puerto Rico. Trailer Bridge has been serving Puerto Rico since 1992 and has approximately 14 percent of the Puerto Rican market. Trailer Bridge is publicly traded on the NASDAQ Global Market. During the Class Period, Trailer Bridge sold Noncontiguous Domestic Ocean Shipping to customers in the United States and its territories and possessions.

C. Agents and Co-Conspirators

14. The acts alleged against the defendants in this Complaint were authorized, ordered, or done by their officers, agents, employees, or representatives, while actively engaged in the management and operation of defendants’ businesses or affairs.

15. Certain other persons, firms, corporations and entities have participated as unnamed co-conspirators as defendants in the violations and conspiracy alleged herein. In order to engage in the offenses charged and violations alleged herein, these co-conspirators

have performed acts and made statements in furtherance of the antitrust violations and conspiracies alleged herein.

16. At all relevant times, each defendant was an agent of each of the remaining defendants, and in doing the acts alleged herein, was acting within the course and scope of such agency. Each defendant ratified and/or authorized the wrongful acts of each of the defendants. Defendants, and each of them, are individually sued as participants and as aiders and abettors in the improper acts and transactions that are the subject of this action.

IV. CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of itself and as a class action under the provisions of Rule 23(a) and (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following class:

All persons and entities in the United States, and its territories and possessions, who purchased domestic ocean shipping services for service between the continental United States and Puerto Rico (“Noncontiguous Domestic Ocean Shipping”) directly from a defendant between at least as early as January 1, 2002 and the present. This class excludes any judicial officer who is assigned to hear any aspect of this action, governmental entities, defendants, co-conspirators, other sellers or providers of Noncontiguous Domestic Ocean Shipping, and the present and former parents, predecessors, subsidiaries and affiliates of the foregoing.

18. Plaintiff believes that there are hundreds, if not thousands, of class members as above described, the exact number and their identities being known by defendants.

19. The class is so numerous and geographically dispersed that joinder of all members is impracticable.

20. There are questions of law and fact common to the class, which questions relate to the existence of the conspiracy alleged, and the type and common pattern of injury sustained as a result thereof, including, but not limited to:

- a. Whether defendants and their co conspirators engaged in a combination and conspiracy among themselves to fix, raise, maintain and/or stabilize prices of

Noncontiguous Domestic Ocean Shipping and/or engaged in market allocation for those services sold in the United States, and its territories and possessions.

- b. The identity of the participants in the conspiracy;
- c. The duration of the conspiracy alleged in this complaint and the nature and character of the acts performed by defendants and their co conspirators in furtherance of the conspiracy;
- d. Whether the alleged conspiracy violated Section 1 of the Sherman Act;
- e. Whether the conduct of defendants and their co conspirators, as alleged in this complaint, caused injury to the business and property of plaintiff and other members of the Class;
- f. The effect of defendants' conspiracy on the prices of Noncontiguous Domestic Ocean Shipping sold in the United States and its territories and possessions during the Class Period; and
- g. The appropriate measure of damages sustained by plaintiff and other members of the Class.

21. Plaintiff is a member of the Class, plaintiff's claims are typical of the claims of the Class members, and plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff is a direct purchaser of Noncontiguous Domestic Ocean Shipping and its interests are coincident with and not antagonistic to those of the other members of the Class. In addition, plaintiff is represented by counsel who are competent and experienced in the prosecution of antitrust and class action litigation.

22. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications.

23. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

24. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Class is readily definable and is one for which records should exist in the files of defendants and their co conspirators. Prosecution as a class action will eliminate the possibility of repetitious litigation. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, efficiently and without duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by many Class members who otherwise could not afford to litigate an antitrust claim such as is asserted in this complaint. This class action presents no difficulties of management that would preclude its maintenance as a class action.

V. TRADE AND COMMERCE

26. During the Class Period, defendants sold substantial quantities of Noncontiguous Domestic Ocean Shipping in a continuous and uninterrupted flow of interstate and international commerce to customers throughout the United States.

27. The business activities of defendants that are the subject of this action were within the flow of, and substantially affected, interstate and foreign trade and commerce.

VI. FACTUAL ALLEGATIONS

A. Background of the Domestic Ocean Trades

28. Ocean transport is a highly effective method of moving large quantities of non-perishable goods and raw materials. The major commodities shipped through domestic ocean shipping include crude petroleum, refined petroleum products, chemicals, manufactured goods, farm products, and coal.

29. The domestic ocean trade is comprised of the following three sectors: (1) noncontiguous trade between the continental United States and Puerto Rico, Alaska, Hawaii,

and other U.S. Pacific Islands; (2) coastwise trade along the Atlantic, Gulf, and Pacific coasts, as well as trade between coasts and the St. Lawrence Seaway; and (3) intercoastal trade between the Atlantic or Gulf and Pacific coasts by way of the Panama Canal.

30. Cargo for ocean carriage is charged by revenue tons, as well as other bill of lading charges such as the receiving charges, bunker charges, currency factors, etc. A revenue ton is the greater of the cubic measure or weight of the shipment as packed for shipping. Both of the measures are calculated under the metric system.

31. In 2002, U.S. domestic ocean trades amounted to 196 million metric tons. In 2003, the noncontiguous trade between the continental United States and Puerto Rico and Virgin Islands amounted to over 22.6 million metric tons.

32. Each of the defendants here participates in trade association activities that have fostered the conspiracy alleged herein. For example, each of the defendants herein is a member of the Maritime Cabotage Task Force (“MCTF”), which was founded on September 27, 1995 to protect the U.S. maritime cabotage laws. Additionally, the MCTF’s Board of Directors includes Philip Grill of Matson, Chuck Raymond and Robert Zuckerman of Horizon LLC, and Michael Roberts of Crowley.

33. Each of the defendants here has ready access to industry data that facilitates effectuation and monitoring of the conspiracy. For example, PIERS, which stands for Port Import Export Reporting Service, collects and distributes, for a fee, data for the maritime industry. This data includes for example, container size and quantity, cargo quantity and unit of measure, cargo weight and volume. This type of information within the industry has allowed defendants to monitor their conspiracy and verify that it is working.

34. There are substantial barriers into entry into the domestic ocean carriage industry, including: (1) entrenched market positions by the incumbent shipping companies; (2) the high costs associated with ocean transport vessels and to build the infrastructure for those vessels; (3) the need to develop a customer base; (4) constraints on port space in San Juan, Puerto Rico; and (5) restrictions imposed by the Merchant Marine Act of 1920 at 26

U.S.C. § 100 *et seq.* (commonly referred to as the “Jones Act”). These barriers facilitate the conspiracy alleged herein because they insulate existing shipping companies from new competition and perpetuate the high market concentration.

35. The Jones Act is a protectionist statute that prohibits any goods “transported by water, or by land and water . . . between points in the United States . . . either directly or via a foreign port,” from being shipped unless the vessel “is wholly owned by citizens of the United States for purposes of engaging in the coastwise trade” and has been issued a “certificate of documentation” or is exempt from documentation. 46 U.S.C. § 55102.

36. The purpose of the Jones Act is to protect the American shipping companies. It grants an exclusive privilege to certain U.S. flag vessels to engage in ocean shipping of merchandise or goods to or from U.S. territories, possessions, or non-contiguous States. These laws are restrictive, prohibiting all other vessels, such as foreign-flagged, foreign-built, foreign-crewed, or even foreign-refurbished vessels, from engaging in this trade.

37. The Jones Act’s restriction on the carriage of domestic cargoes to U.S.-made, U.S.-flagged, U.S.-crewed, and U.S.-owned ships control, combined with the relatively small size of these trade routes, results in an oligopolistic markets where only a very small number of carriers serve any route.

38. The Jones Act provides no immunity to defendants for their collusion, market sharing, and/or price fixing, and the conspiracy alleged herein is illegal under the Sherman Act.

B. Defendants’ Antitrust Violations

39. The Jones Act limits competition in the coastwise market for shipping such that a few carriers dominate these trade lanes. In the Puerto Rico market, Horizon, Crowley, Sea Star, and Trailer Bridge currently account for almost 100 percent of the market.

40. Domestic ocean shipping services within any trade route are highly fungible because purchasers decide, and competitors compete largely based, on price.

41. Though fungible between carriers, Noncontiguous Domestic Ocean Shipping are not readily substitutable for by other methods of transportation. For example, shipping heavy, bulky goods via air freight is prohibitively expensive, and there obviously are no road or rail routes between Puerto Rico and the mainland United States.

42. Price fixing and market allocation is especially pernicious within a highly concentrated, fungible market for which adequate substitutes do not exist, as here in the Noncontiguous Domestic Ocean Shipping market.

43. The structure of the Noncontiguous Domestic Ocean Shipping travel routes makes secret price-fixing feasible. The market is highly concentrated with few sellers, almost all of whom are the defendants. Further, Noncontiguous Domestic Ocean Shipping is a highly standardized product. Demand is inelastic. There are barriers to entry in the form of expensive machinery and economies of scale. There is a high ratio of fixed to variable costs. There was a mix of large and small purchasers with price discrimination among them.

44. Beginning at least as early as April 2004 or earlier, the exact dates being unknown to plaintiff, defendants and their co conspirators engaged in a continuing agreement, understanding and conspiracy in restraint of trade to artificially raise, fix, maintain and/or stabilize prices of Noncontiguous Domestic Ocean Shipping and/or engaged in market allocation for those services in the United States, its territories and possessions in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

45. The contract, combination and conspiracy consisted of a continuing agreement, understanding and concert of action among the defendants and their co conspirators, the substantial terms of which were to fix, raise and maintain, or stabilize prices for Noncontiguous Domestic Ocean Shipping and/or engaged in market allocation for those services in the United States, its territories and possessions.

46. In formulating and effectuating the aforesaid contract, combination or conspiracy, defendants and their co conspirators did those things that they unlawfully combined and conspired to do, including, among other things:

- a. agreeing to charge prices at certain levels and otherwise to fix, increase, maintain and/or stabilize prices of Noncontiguous Domestic Ocean Shipping and/or allocate the market;
- b. exchanging information on prices and sales volumes;
- c. monitoring and implementation of the arrangements among cartel members; and
- d. marketing and selling Noncontiguous Domestic Ocean Shipping at the agreed upon prices.

47. The activities described above have been engaged in by defendants and their co-conspirators for the purpose of effectuating the unlawful agreements to fix, maintain, raise and/or stabilize prices of Noncontiguous Domestic Ocean Shipping and/or engaged in market allocation for those services.

48. Indeed, after several years of falling pricing trends in the market for Noncontiguous Domestic Ocean Shipping, prices stopped falling in 2001 and actually began to rise in 2003. Throughout the Class Period, prices for Noncontiguous Domestic Ocean Shipping have remained higher than what they would have been in a competitive market.

C. Government Investigation

49. On April 17, 2008, it was disclosed that the United States Department of Justice (“DOJ”) began an investigation into the Noncontiguous Domestic Ocean Shipping industry, and specifically the Puerto Rico shipping routes. That same day, all of the defendants disclosed that either search warrants were executed on their premises, or they were about to be executed, in connection with the DOJ’s investigation into pricing practices regarding the Noncontiguous Domestic Ocean Shipping industry.

50. In a report filed with the United States Securities and Exchange Commission on April 18, 2008, Horizon disclosed that the company was “served with search warrants and a grand jury subpoena relating to an investigation of pricing practices of ocean carriers operating in the Puerto Rico trade.”

51. It was reported that government agents served subpoenas on, and seized documents and other materials from, Crowley Liner and Sea Star in connection with the investigation. Defendant Trailer Bridge confirmed that it too had received a subpoena seeking pricing and contract information. It was also reported that defendant Alexander & Baldwin confirmed that the DOJ informed Matson that it too would receive a subpoena for documents related to domestic ocean carriage.

52. To obtain search warrants as it has done against all defendants here, the United States had to have probable cause, accepted by a Magistrate Judge, to believe that it would obtain evidence of an antitrust violation as a result of executing the search warrant – that is, the United States had to have evidence sufficient to warrant a person of reasonable caution to believe that raiding the offices of a seemingly lawful business would uncover evidence of antitrust violations and that claimed evidence had to have been examined and accepted by a magistrate. That belief, which was recounted in sworn affidavit or by testimony, must be grounded on reasonably trustworthy information.

VII.FRAUDULENT CONCEALMENT

53. Plaintiff had no knowledge of the combination and conspiracy alleged herein, or of any facts that might have led to the discovery thereof in the exercise of reasonable diligence, prior to April 17, 2008, when it was revealed that the DOJ was investigating the Noncontiguous Domestic Ocean Shipping industry.

54. Plaintiff could not have discovered the existence of the combination and conspiracy alleged herein at an earlier date by the exercise of reasonable due diligence because of the deceptive practices and techniques of secrecy employed by the defendants and their co-conspirators to avoid detection and affirmatively conceal such violations including.

55. As a result of the fraudulent concealment of the conspiracy, plaintiff asserts the tolling of the applicable statute of limitations affecting the causes of action by plaintiff and the members of the Class.

VIII.CAUSE OF ACTION

56. Plaintiff incorporates and re-alleges each allegation set forth in the preceding paragraphs of this Complaint.

57. Beginning at least as early as April 2004, and continuing to the present, defendants and their co-conspirators, by and through their officers, directors, employees, agents, or other representatives, entered into a continuing agreement, understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or stabilize prices for Noncontiguous Domestic Ocean Shipping in the United States, and its territories and possessions, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

58. Defendants' unlawful conduct resulted in artificially high prices charged by defendants and their co-conspirators to plaintiff and the members of the class for Noncontiguous Domestic Ocean Shipping.

59. Plaintiff and members of the Class had to pay more for Noncontiguous Domestic Ocean Shipping than they would have paid in a competitive marketplace.

60. Plaintiff seeks to recover for these overcharge damages.

61. As a direct and proximate result of defendants' scheme, plaintiff and the members of the Class have been injured and financially damaged in their respective businesses and property, in amounts which are presently undetermined. Plaintiff's injuries consist of paying higher prices to purchase Noncontiguous Domestic Ocean Shipping than they would have paid absent defendants' conduct. Plaintiff's injuries are of the type the antitrust laws were designed to prevent and flow from that which makes defendants' conduct unlawful.

IX.PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays as follows:

A. That the Court determine that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure.

B. That the contract, combination or conspiracy, and the acts done in furtherance thereof by defendants and their co conspirators, be adjudged to have been in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

C. That judgment be entered for plaintiff and members of the Class against defendants for three times the amount of damages sustained by plaintiff and the Class as allowed by law, together with the costs of this action, including reasonable attorneys' fees.

D. That defendants, their affiliates, successors, transferees, assignees, and the officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf, be permanently enjoined and restrained from, in any manner:

- (1) continuing, maintaining or renewing the contract, combination or conspiracy alleged herein, or from engaging in any other contract, combination or conspiracy having a similar purpose or effect, and from adopting or following any practice, plan, program or device having a similar purpose or effect; and
- (2) communicating or causing to be communicated to any other person engaged in the manufacture, distribution or sale of any product except to the extent necessary in connection with a bona fide sales transactions between the parties to such communications.

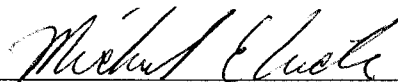
E. That plaintiff and members of the Class have such other, further and different relief as the case may require and the Court may deem just and proper under the circumstances.

JURY DEMAND

Plaintiff demands a jury trial, pursuant to Federal Rule of Civil Procedure 38(b), of all triable issues.

Dated: April ~~22~~³, 2008

Respectfully submitted,



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*Counsel for Plaintiff Isaac Industries, Inc.
and the Proposed Class*

JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases

APR. 23, 2008

I. (a) PLAINTIFFS

ISAAC INDUSTRIES, INC., on behalf of itself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Criden & Love, P.A. (Kevin B. Love) 7301 SW 57th Court, Suite 515 South Miami, FL 33143 (305) 357-9000

DEFENDANTS

HORIZON LINES, INC.; HORIZON LINE, LLC; TRAILER BRIDGE, INC.; CROWLEY MARITIME

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

STEVEN M. LARIMORE CLERK U.S. DIST. CT. S.D. OF FLA. - MIAMI

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

Handwritten: Date 08cv21151-Gold/MCALILEY

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes checkboxes for various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Re-filed (see VI below), 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page): a) Re-filed Case [] YES [X] NO b) Related Cases [X] YES [] NO JUDGE Ungaro DOCKET NUMBER 08-21125

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 15 USC § 1 LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

[X] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE

Handwritten signature and date 4/23/08

FOR OFFICE USE ONLY

AMOUNT \$350.00 RECEIPT # 979123

Handwritten date 04/23/08