

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.

NORTH AMERICAN SUGAR INDUSTRIES INC.,

Plaintiff,

v.

XINJIANG GOLDWIND SCIENCE & TECHNOLOGY
CO., LTD., GOLDWIND INTERNATIONAL
HOLDINGS (HK) LTD., DSV AIR & SEA INC.,
BBC CHARTERING USA, LLC, and
BBC CHARTERING SINGAPORE PTE LTD.,

Defendants.

COMPLAINT

Plaintiff North American Sugar Industries Inc. (“American Sugar”), for its complaint against defendants Xinjiang Goldwind Science & Technology Co., Ltd. (“Goldwind Science”), Goldwind International Holdings (HK) Ltd. (“Goldwind International”), DSV Air & Sea Inc. (“DSV”), BBC Chartering USA, LLC (“BBC USA”), and BBC Chartering Singapore Pte Ltd. (“BBC Singapore”) (together, “Defendants”) in the above-captioned action, alleges on information and belief as follows:

NATURE OF ACTION

1. American Sugar brings this action under the Helms-Burton Act¹ to recover treble damages and interest totaling hundreds of millions of dollars resulting from Defendants’ deliberate and unlawful trafficking of American Sugar’s expropriated property in Cuba for their

¹ Title III of the Cuban Liberty and Democratic Solidarity (LIBERTAD) Act of 1996 (codified at 22 U.S.C. §§ 6081–85).

own financial gain. Defendants' misuse of American Sugar's confiscated property—certified by the United States to be worth hundreds of millions dollars today—without a speck of compensation is precisely the type of harm that the Helms-Burton Act was enacted to redress.

2. For over 50 years, up until the Cuban Revolution, American Sugar owned and operated a thriving business in Cuba producing, refining, and transporting raw sugar. Through itself and numerous Cuba-based subsidiaries, American Sugar owned and maintained a diverse array of assets for its expansive business operations: land and crops, farm buildings, power-generation systems, a railroad, and most pertinent here, large commercial shipping ports—including one dubbed Puerto Carupano.

3. American Sugar's lucrative business did not go unnoticed by the regime formed in the aftermath of the Cuban Revolution. Within about a year, from 1959 to 1960, the Cuban government destroyed American Sugar's business, expropriating its assets in Cuba without a penny of compensation for this illegal and unjust expropriation.

4. Since then, the Cuban government has used American Sugar's confiscated property to further its own ends, including permitting for-profit businesses such as Defendants to use and benefit from that property. Defendants, which are engaged in the wind power equipment and shipping/transportation businesses, used Puerto Carupano (and/or financially benefitted from others' use of that port) to deliver equipment for use in the Herradura Wind Farm Project—the largest wind power project in Cuba, with a price tag in the hundreds of millions of dollars—located just 15 miles away.

5. Specifically, on at least two occasions in late 2018 and early 2019, Goldwind Science, Goldwind International, and other suppliers to the Herradura Wind Farm Project shipped wind farm equipment to a Cuban state-owned entity associated with the project. The

equipment was unloaded at Puerto Carupano. DSV provided transportation and logistical services to these suppliers in order to ship their wind farm equipment to Cuba via Puerto Carupano. BBC USA and BBC Singapore, in turn, chartered and operated shipping vessels that carried and unloaded wind farm equipment at Puerto Carupano to the benefit of Goldwind Science and other suppliers to the Herradura Wind Farm Project.

6. Defendants knew full well that they could be required to compensate American Sugar for transporting goods to the Cuban government through Puerto Carupano, and several of them took deliberate steps to conceal that activity. Among other things, certain Defendants knowingly made false representations in legal documents that the final destination of the wind farm equipment ordered by the Cuban government was Miami—which was merely a refueling stop en route to delivery in Cuba—in an apparent attempt to circumvent being found liable under the Helms-Burton Act and/or U.S. sanctions on Cuba, and in violation of U.S. law prohibiting the falsification of such information.

7. Sixty years after its business was stolen, American Sugar still has received nothing for its confiscated property, while the Cuban government and Defendants continue to traffic in and use American Sugar's expropriated property for their own profit, including (but not limited to) supplying a multi-hundred-million-dollar wind farm project. To be sure, in the wake of the Cuban government's actions, the United States established an administrative process for claims against the Cuban government, and certified in 1969 that American Sugar suffered losses equal to just over \$97 million—the second-largest claim against the Cuban government ever certified by the United States. That process, however, did not authorize American Sugar to seek damages against the Cuban government or those who, like Defendants, use American Sugar's property for their own gain in concert with the Cuban government.

8. To redress this problem, in March 1996, President Clinton signed into law the Helms-Burton Act. Title III of the Act, which took effect in August 1996, imposes liability against persons who “traffic[]” in property expropriated by the Cuban government. Title III defines “trafficking” broadly to prohibit even the mere “use” of or “benefiting from” expropriated property. And where (as in this case) the U.S. government has certified a person’s claim to ownership of expropriated property, a trafficker is subject to treble damages if found liable, and faces a steep climb to avoid liability: the certified claim is deemed conclusive proof of the claimant’s ownership of the at-issue property, and the loss calculation set forth in the certified claim is the presumptive base damages amount to be trebled, rebuttable only by clear and convincing evidence.

9. Although Title III’s proscription against trafficking has remained in force since August 1996, the private right of action for Title III violations has been suspended by the President (pursuant to authority granted in the Act) up until only recently. As required by the Act, this suspension was continuously revisited at least every six months. The suspension of Title III’s private right of action was partially lifted in March 2019, and then fully lifted in May of 2019.

10. Persons trafficking in confiscated property after the enactment of the Helms-Burton Act did so at their own peril, even before the suspension of the private right of action was lifted. Liability under the Act for such misconduct—especially where the United States had certified a claim for expropriated property in Cuba—was unmistakably clear; the suspension of the private right of action was subject to repeated review and could be lifted in a matter of months; and the Act’s two-year limitations period did not begin to run until the trafficking at issue stopped. Moreover, traffickers who were natural persons also risked being denied entry

into the United States under Title IV of the Act, which has remained in full effect since March 1996.

11. Accordingly, Defendants knew since 1996 that having business dealings with Cuba, and (among other things) using or benefiting from confiscated property certified by the United States as originally belonging to American Sugar, or profiting from such use or benefit, carried the risk of steep liability under the Helms-Burton Act. Defendants nevertheless proceeded to traffic in American Sugar's property. Now that the Act's private right of action is in force, American Sugar seeks long-overdue relief for the uncompensated exploitation of its confiscated property, including Defendants' knowing and intentional use of that property for their own financial gain.

JURISDICTION AND VENUE

12. Subject matter jurisdiction is conferred upon this Court by 28 U.S.C. § 1331 because this action arises under the laws of the United States, specifically Title III of the Helms-Burton Act, 22 U.S.C. §§ 6081–85.

13. Subject matter jurisdiction is also conferred upon this Court by 28 U.S.C. § 1367(a), because American Sugar's civil conspiracy claim is "so related" to its Helms-Burton Act claim that they "form part of the same case or controversy under Article III of the United States Constitution."

14. As required under Title III of the Helms-Burton Act, the amount in controversy in this action exceeds \$50,000, exclusive of compounded interest, treble damages, court costs, and reasonable attorneys' fees. 22 U.S.C. § 6082(b).

15. Personal jurisdiction is conferred upon this Court by Fla. Stat. §§ 48.193(1)(a)(1) and 48.193(1)(a)(2) because Defendants have operated, conducted, engaged in, and carried on a

business in the state of Florida and have committed a tortious act within Florida. Alternatively, personal jurisdiction is conferred upon this Court by Fed. R. Civ. P. 4(k)(2), because Defendants are not subject to jurisdiction in any state's courts of general jurisdiction; and exercising jurisdiction is consistent with the United States Constitution and laws.

16. Exercise of personal jurisdiction by this Court over Defendants is consistent with the United States Constitution as this action arises from or relates to Defendants' activities in Florida or the United States, and Defendants have purposefully availed themselves of the benefits and protections of Florida or the United States.

17. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a "substantial part of the events or omissions giving rise to the claim occurred" in the Southern District of Florida. Alternatively, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because at least one Defendant is subject to the Court's personal jurisdiction with respect to this action.

18. Contemporaneous with this filing, American Sugar has paid the special fee for filing an action under Title III of the Helms-Burton Act, 22 U.S.C. § 6082(i), which is \$6,548 pursuant to the fee schedule adopted by the Judicial Conference in September 2018.

PARTIES

19. Plaintiff American Sugar, originally known as the Cuban-American Sugar Company, is a United States national and a corporation organized and existing under the laws of the state of New Jersey since September 19, 1906, with its principal place of business in New York, New York. From its incorporation, American Sugar owned and operated significant commercial operations in Cuba relating to the production, refining, and transportation of raw

sugar. These operations were forcibly terminated in 1959 and 1960 when the Government of Cuba expropriated the underlying Cuban assets.

20. Defendant Goldwind Science is a corporation organized and existing under the laws of the People's Republic of China, with its principal place of business at 107 Shanghai Road, Economic Tech Development Zone, Urumqi, Xinjiang Urumqi, 830026 China. Goldwind Science is a developer and manufacturer of wind generation equipment, including wind turbines and wind turbine components. Goldwind Science also provides services and other products in support of wind farm development and other related businesses. Goldwind Science, whose shares trade on the Stock Exchange of Hong Kong, has a market capitalization of \$8.5 billion. In 2019, Goldwind Science reported \$5.3 billion in revenue, as well as non-current assets in the United States worth approximately \$247 million. That same year, Goldwind Science also filed 34 applications for patents in the United States. Goldwind Science is reported as the shipper for about six shipments, and the consignee (i.e., recipient) for one shipment, for goods unloaded at U.S. ports within the last three years.

21. Defendant Goldwind International is a corporation organized and existing under the laws of the Hong Kong Special Administrative Region of the People's Republic of China, with its principal place of business at 8 Boxing First Road, Economic Tech Development Zone, Beijing, 102600 China. Goldwind International manufactures wind power equipment products, including wind turbines and wind turbine blades. Goldwind Science owns and controls Goldwind International. Goldwind International is reported as the shipper for approximately 46 shipments for goods unloaded at U.S. ports within the last three years.

22. Defendant DSV is a corporation organized and existing under the laws of the state of Delaware with its principal place of business at 100 Walnut Avenue, Suite 405, Clark, New

Jersey 07066. DSV provides air and sea freight forwarding services, including transport, warehousing, and logistics services. DSV is an affiliate of DSV Ocean Transport A/S (“DSV Ocean Transport”), a Danish corporation that similarly provides sea freight-forwarding services. The parent company of both entities is DSV Panalpina A/S, a Danish corporation whose current market capitalization is approximately \$23.5 billion. DSV operates and maintains branch offices in Orlando and Miami. DSV is reported as the shipper for about 24 shipments, and the consignee for approximately 175 shipments, for goods unloaded at Florida ports (including Miami) within the last three years.

23. Defendant BBC USA is a corporation organized and existing under the laws of the state of Texas, with its principal place of business at 6565 West Loop South, Suite 200, Bellaire, Texas 77401. BBC USA provides transportation services, specializing in the support of ocean cargo transportation. BBC USA is owned and controlled by BBC Chartering & Logistic GmbH & Co. KG (“BBC Chartering”), a corporation organized under the laws of the Federal Republic of Germany, and serves as its agent and hub for the United States, Caribbean, and Central America geographic regions. In 2018, BBC Chartering reported \$103 million in revenue. BBC USA and BBC Singapore—in conjunction with BBC Chartering Carriers GmbH & Co. KG (“BBC Carriers”), a German corporation—are affiliates that, among other things, coordinate the chartering and operation of commercial shipping vessels—including ships named the “BBC Moonstone” and the “BBC Jade.” BBC USA and the other entities identified in this paragraph are all part of a network of companies known as the “Briese Group.” In 2018, Briese Group entities collectively reported at least \$1.3 billion in revenue. BBC USA is reported as the shipper for two shipments, and the consignee for about 119 shipments, for goods unloaded at U.S. ports within the last three years. Among the 119 shipments where BBC USA is reported as

the consignee, BBC Carriers is listed as the carrier for 69 shipments, and BBC Chartering is listed as the carrier for 50 shipments. Further, of the 119 shipments where BBC USA is reported as the consignee, four shipments of goods—weighing over 56 metric tons in total—were unloaded in Florida ports.

24. Defendant BBC Singapore is a corporation organized and existing under the laws of the Republic of Singapore, with its principal place of business at 8 Shenton Way #22-01, 068811 Singapore. BBC Singapore provides transportation services, specializing in the support of ocean cargo transportation. BBC Singapore serves as BBC Chartering’s agent and hub for the East Asia and Southeast Asia geographic regions. With other companies in the Briese Group, identified at paragraph 23, *supra*, BBC Singapore coordinates the chartering and operation of commercial shipping vessels—including the BBC Moonstone and the BBC Jade.

STATUTORY BACKGROUND

I. Certification by the U.S. Foreign Claims Settlement Commission

25. On February 3, 1962, in response to the rise of Fidel Castro and Cuba’s Communist Revolution, President John F. Kennedy issued Proclamation 3447, Pres. Proc. No. 3447, 76 Stat. 1446, which established a comprehensive trade embargo in order to pressure Cuba to implement democratic reforms. This trade embargo remains substantially in force today.

26. Building on the Cuban trade embargo, and in response to (among other things) the Castro regime’s expropriation of Cuban property belonging to U.S. nationals, on October 16, 1964, Congress enacted Title V of the International Claims Settlement Act of 1949 (“ICSA”), Pub. L. 88-666, 78 Stat. 1110 (1964) (codified at 22 U.S.C. §§ 1643–1643k (1964)) which established the Cuba Claims Program to be administered by the United States Foreign Claims Settlement Commission (“FCSC”).

27. The Cuba Claims Program was limited to expropriation and similar claims against the Cuban government that arose between January 1, 1959 and October 15, 1964. The program was closed on July 6, 1972.

28. The FCSC is an independent federal agency that determines the validity and amount of each claim of expropriation that United States nationals have against a foreign government, so that those nationals may be compensated for their losses and injuries pursuant to specific programs authorized by law. *See* Reorganization Plan No. 1 of 1954, 68 Stat. 1279 (1954).

29. Under the Cuba Claims Program, the FCSC “receive[d] and determine[d] in accordance with applicable substantive law, including international law, the amount and validity of claims by *nationals of the United States* against the Government of Cuba . . . for losses resulting from the nationalization, expropriation, intervention, or other taking of . . . *property* including any rights or interests therein owned wholly or partially, directly or indirectly at the time by *nationals of the United States*.” 22 U.S.C. § 1643b(a) (emphases added).

30. The term “nationals of the United States” includes “persons who are citizens of the United States” and “persons who, though not citizens of the United States, owe permanent allegiance to the United States.” 22 U.S.C. § 1621(c).

31. The term “property” is defined as “any property, right, or interest, including any leasehold interest, and debts owed by the Government of Cuba . . . or by enterprises which have been nationalized, expropriated, intervened, or taken by the Government of Cuba . . . and debts which are a charge on property which has been nationalized, expropriated, intervened, or taken by the Government of Cuba” 22 U.S.C. § 1643a(3).

32. In determining the value of an expropriation claim, the FCSC was required to take “into account the basis of valuation most appropriate to the property and equitable to the claimant, including, but not limited to, (i) fair market value, (ii) book value, (iii) going concern value, or (iv) cost of replacement.” 22 U.S.C. § 1643b(a).

33. Upon completion of its review of an expropriation claim, the FCSC “certif[ied] to each individual who has filed a claim . . . the amount determined by the Commission to be the loss or damage suffered by the claimant The [FCSC] shall certify to the Secretary of State such amount and the basic information underlying that amount, together with a statement of the evidence relied upon and the reasoning employed in reaching its decision.” 22 U.S.C. § 1643f(a).

34. ICSA originally contemplated that the Secretary of State would use these certified claims to negotiate and enter into a potential settlement agreement with the Cuban government, whereby the Cuban government would compensate U.S. nationals with certified expropriation claims. Instead, as discussed below, the Helms-Burton Act deems the amount of an FCSC-certified claim to be the damages—before compounded interest, treble damages, court costs, and reasonable attorneys’ fees—owed to a plaintiff that prevails in a private right of action brought under the Act.

II. The Helms-Burton Act

A. Background

35. On March 12, 1996, President Clinton signed the Helms-Burton Act into law, not only to further strengthen international sanctions and the trade embargo against the Government of Cuba, 22 U.S.C. § 6022(2), but also to “protect United States nationals against confiscatory

takings and the wrongful trafficking in property confiscated by the Castro regime,” 22 U.S.C. § 6022(6).

36. Congress recognized that international law, as then structured, “lacks fully effective remedies” for the “unjust enrichment *from the use of wrongfully confiscated property* by governments and *private entities* at the expense of the rightful owners of the property.” 22 U.S.C. § 6081(8) (emphases added).

37. According to Congress’s findings, this “‘trafficking’ in confiscated property provides badly needed financial benefit . . . to the Cuban government and thus undermines the foreign policy of the United States,” which includes “protect[ing] claims of United States nationals who had property wrongfully confiscated by the Cuban government.” 22 U.S.C. § 6081(6).

38. “To deter trafficking,” Congress found that “the victims of these confiscations should be endowed with a judicial remedy in the courts of the United States that would deny traffickers any profits from economically exploiting Castro’s wrongful seizures.” 22 U.S.C. § 6081(11).

39. To this end, Title III of the Helms-Burton Act, entitled “Protection of Property Rights of United States Nationals,” imposes liability on persons trafficking in property confiscated from a U.S. national by the Cuban government on or after January 1, 1959, and authorizes a private right of action for damages against such traffickers. *See* 22 U.S.C. § 6082.

40. A Title III lawsuit may not be brought more than two years after the trafficking giving rise to the lawsuit has ceased to occur. *See* 22 U.S.C. § 6084.

41. The Helms-Burton Act authorizes the President to suspend for periods of up to six months at a time (1) the Title III private right of action, 22 U.S.C. § 6085(c); and/or (2) the

effective date of Title III of August 1, 1996, 22 U.S.C. § 6085(b). The President has historically delegated this suspension authority to the Secretary of State.

42. On July 16, 1996, President Clinton suspended the private right of action under Title III for six months. The August 1, 1996 effective date, however, was not suspended.

43. On August 1, 1996, Title III of the Act came into effect. Starting on that date, traffickers of confiscated property were liable to U.S. nationals with certified claims to that property but could not be sued while the private right of action remained suspended.

44. Because the operative provisions of the Act became effective and have remained continually in full force and effect since 1996, traffickers in confiscated property had no assurances that they would be forever shielded from liability by a President's discretionary suspension of the private right of action, which could be reinstated at any time, triggering civil liability for any violation of the Act within the two-year limitation period. Thus, in the event that the suspension was lifted, trafficking from up to two years prior could be the subject of a lawsuit.

45. President Clinton and subsequent administrations continuously renewed the suspension of the Title III private right of action, typically for six months at a time, by decision of the President and Secretary of State.

46. On March 19, 2019, Secretary of State Pompeo partially lifted the suspension of Title III's private right of action, allowing United States nationals to sue certain Cuban state-owned entities. Then on May 2, 2019, Secretary Pompeo fully lifted the suspension. In remarks addressing this action, Secretary Pompeo stated that "a chance at justice" would now be offered

to those who have “long sought relief for Fidel Castro and his lackeys seizing property without compensation.”²

47. While traffickers in confiscated property have been—until recently—unreachable by Title III lawsuits, they have been subject to potential consequences since March 12, 1996. Under Title IV of the Act, the Secretary of State “shall deny a visa to, and the Attorney General shall exclude from the United States any alien who the Secretary of State determines is a person who has traffic[ked] in confiscated property.” 22 U.S.C. § 6091(a). Indeed, this denial and exclusion applies to not only the trafficker in question, but also to the trafficker’s agents, corporate officers, principals, and controlling shareholders. *See id.*

48. In response to the Helms-Burton Act, the Cuban government enacted Act No. 80, the “Reaffirmation of Cuban Dignity and Sovereignty Act,” sanctioning, and potentially criminalizing, “any form of collaboration, direct or indirect, which favors the application of the Helms-Burton Act,” including supplying information to an individual for possible application of the Act or assisting another person in supplying such information. Ley No. 80, Arts. 8–9, Gaceta Oficial No. 2 Extraordinaria, 299–300 (1996). The evident purpose of Act No. 80 is to hinder the investigation and prosecution of violations of the Helms-Burton Act by those with potential claims under the Act.

B. The Helms-Burton Act’s Private Right of Action

49. Title III of the Helms-Burton Act provides the following private right of action:

(1) Liability for trafficking.—(A) Except as otherwise provided in this section, any person that, after the end of the 3-month period beginning on the effective date of this title, traffics in property which was confiscated by the Cuban Government on

² Michael R. Pompeo, Secretary of State, Remarks to the Press (Apr. 17, 2019), <https://cu.us.embassy.gov/remarks-to-the-press-3/>.

or after January 1, 1959, shall be liable to any United States national who owns the claim to such property for money damages

22 U.S.C. § 6082(a)(1).

50. The Act defines “person” as “any person or entity, including any agency or instrumentality of a foreign state.” 22 U.S.C. § 6023(11).

51. The Act defines “United States national” to include any “legal entity which is organized under the laws of the United States, or of any State, the District of Columbia, or any commonwealth, territory, or possession of the United States, and which has its principal place of business in the United States.” 22 U.S.C. § 6023(15).

52. A person “traffics” in confiscated property if that person “knowingly, and intentionally”:

- (i) sells, transfers, distributes, dispenses, brokers, manages, or otherwise disposes of confiscated property, or purchases, leases, receives, possesses, obtains control of, manages, uses, or otherwise acquires or holds an interest in confiscated property,
- (ii) engages in a commercial activity using or otherwise benefiting from confiscated property, or
- (iii) causes, directs, participates in, or profits from, trafficking (as described in clause (i) or (ii)) by another person, or otherwise engages in trafficking (as described in clause (i) or (ii)) through another person,

without the authorization of any United States national who holds a claim to the property.

22 U.S.C. § 6023(13).

53. The Act defines “property” as “any property (including patents, copyrights, trademarks, and any other form of intellectual property), whether real, personal, or mixed, and any present, future, or contingent right, security, or other interest therein, including any leasehold interest.” 22 U.S.C. § 6023(12).

54. The Act defines “confiscated” in relevant part as “the nationalization, expropriation, or other seizure by the Cuban government of ownership or control of property, on or after January 1, 1959—(i) without the property having been returned or adequate and effective compensation provided; or (ii) without the claim to the property having been settled pursuant to an international claims settlement agreement or other mutually accepted settlement procedure.” 22 U.S.C. § 6023(4)(A).

55. The term “knowingly” under the Act means “with knowledge or having reason to know.” 22 U.S.C. § 6023(9).

56. The Helms-Burton Act adopts the definition of “commercial activity” under 28 U.S.C. § 1603(d), *see* 22 U.S.C. § 6023(3), which defines the term as “either a regular course of commercial conduct or a particular commercial transaction or act. The commercial character of an activity shall be determined by reference to the nature of the course of conduct or particular transaction or act, rather than by reference to its purpose.” 28 U.S.C. § 1603(d).

C. Remedies Under the Helms-Burton Act’s Private Right of Action

57. A person who “traffics” in a United States national’s confiscated property under the Helms-Burton Act is liable to a plaintiff for money damages equal to:

(i) the amount which is *the greater of*—

(I) *the amount, if any, certified to the claimant by the [FCSC] under the [ICSA], plus interest;*

(II) the amount determined [by a court-appointed special master, which may include the FCSC], plus interest; or

(III) the fair market value of that property, calculated as being either the current value of the property, or the value of the property when confiscated plus interest, whichever is greater[.]

22 U.S.C. § 6082(a)(1)(A) (emphases added).

58. Interest under the Act accrues from “the date of confiscation of the property involved to the date on which the action is brought.” 22 U.S.C. § 6082(a)(1)(B). This interest is calculated pursuant to 28 U.S.C. § 1961 “at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System” for the calendar week preceding the date of confiscation and compounded annually. 28 U.S.C. § 1961(a) (incorporated by reference in 22 U.S.C. § 6082(a)(1)(B)).

59. A person who “traffics” in a United States national’s confiscated property under the Act is also liable for a plaintiff’s court costs and reasonable attorneys’ fees. *See* 22 U.S.C. § 6082(a)(1)(A)(ii).

60. In addition, the Helms-Burton Act adopts “a presumption that the amount for which a person is liable . . . is the amount that is certified [by the FCSC under the ICSA].” 22 U.S.C. § 6082(a)(2). That presumption is only “rebuttable by clear and convincing evidence.” *Id.* A court must also “accept as conclusive proof of ownership of an interest in property a certification of a claim to ownership of that interest that has been made by the [FCSC under the ICSA].” 22 U.S.C. § 6083(a)(1).

61. Further, the Act provides that “[a]ny person that traffics in confiscated property for which liability is incurred” shall be liable for treble damages to a United States national who owns a certified claim to that property. 22 U.S.C. § 6082(a)(3)(A), (C).

62. Congress intentionally conferred these presumptions to certified claims. The Report from the Conference Committee states that “courts shall give a strong presumption to the findings of the FCSC” and further states:

The committee of conference recognizes the importance of a decision by the Foreign Claims Settlement Commission in certifying a claim and, accordingly, believes that no court should dismiss a certification in an action brought under [Title III]. The committee of conference also notes the recognized special expertise of

the FCSC in determining the amount and validity of claims to confiscated properties overseas.

H.R. Rep. No. 104-468, at 63 (1996).

FACTUAL ALLEGATIONS

I. Cuba's Expropriation of American Sugar's Property

A. American Sugar's Property in Cuba

63. When it was initially incorporated in 1906, American Sugar held five sugar-producing companies that owned and operated large commercial shipping ports, raw sugar mills, cane land, and a cane sugar refinery in Cuba. Over the ensuing several decades, American Sugar greatly expanded operations in Cuba, and by 1959 and 1960 it came to hold not only two of the largest raw sugar mills in the world at that time but also two shipping ports integral to its sugar mill operations and various other assets.

64. American Sugar's property in Cuba (the "Confiscated Property") consisted of various Cuban corporate subsidiaries and their numerous assets across Cuba, including large commercial shipping ports, land and crops, farm buildings, raw sugar mills, power-generating equipment, a railroad, and a sugar refinery. American Sugar's raw sugar mills, known as Central Mercedita, Central Chaparra, and Central Delicias, were notable for their productivity and high output. Central Mercedita produced 30,000 tons of sugar in 1959. Central Chaparra and Delicias, which comprised about 300,000 acres of land, produced 250,250 tons of sugar in 1959—and, together, ranked in the top 10 sugar producers in all of Cuba. The high output and efficient processes were due to American Sugar's substantial investment in the maintenance and modernization of the raw sugar mills, and the related equipment and infrastructure. Exhibit 1 (attached hereto) includes a more detailed description of the Confiscated Property and its value.

65. The Confiscated Property also includes Puerto Carupano, a large commercial shipping port located in Cayo Juan Claro, which is in the Cuban municipality of Puerto Padre and the Cuban province of Las Tunas. It is the only commercial shipping port in all of Puerto Padre. Puerto Carupano is also referred to as “Port of Cayo Juan Claro,” “Port of Carupano,” or “Port of Puerto Padre.”

66. Puerto Carupano (hereinafter the “Confiscated Port”) encompasses associated docks, warehouses, tanks, transportation facilities, pump houses, an electric substation, dwellings, barracks, office buildings, piers, shops, and other related installations.

67. The Confiscated Port was critical to American Sugar’s business operations in Cuba and abroad. The port was a hub not only for transportation, storage, and shipping of all exported raw sugar and molasses produced by American Sugar at Centrals Chaparra and Delicias, but also for much of the imported heavy capital equipment, oil, merchandise, and food for the surrounding area. Because the port was adjacent to fertile lands housing two of American Sugar’s largest raw sugar mills, American Sugar incurred minimal expenses in transporting its sugar products to the Confiscated Port for shipment.

B. Cuba Confiscates American Sugar’s Property—Including the Confiscated Port

68. On January 1, 1959, as part of the Cuban Revolution, Fidel Castro took control of the Cuban government. His administration immediately began promulgating a series of laws and resolutions that effectively confiscated virtually all private property in Cuba owned by United States nationals in various economic sectors. The Cuban government made no effort to compensate United States nationals for expropriating their property, as required under generally accepted rules of international law.

69. American Sugar was no exception to this mass seizure of private property. The Cuban government's expropriation of the Confiscated Property began in 1959 and came to a head on July 20, 1960. On that date, Cuba's National Agrarian Reform Institute issued Resolution No. 195, through which the Cuban government seized full control and ownership of the Confiscated Property.

70. The Cuban government's expropriation of the Confiscated Property—without even a jot of compensation as required under generally accepted rules of international law, *see* Exh. 1 at 3—effectively terminated American Sugar's operations in Cuba.

71. Upon seizing the Confiscated Port, the Cuban government openly and notoriously used, and continues to use, that port for its own commercial activities and those of private parties doing business with Cuba.

72. On January 20, 1978, for example, Fidel Castro made a public speech at the Confiscated Port regarding a new bulk sugar terminal that had been built at the port. Alluding to the Cuban government's expropriation of commercial ports such as the Confiscated Port, Castro proudly proclaimed in the speech that the ports, which had been previously owned by "property owners and the capitalists," were now the "property of the [Cuban] people."³ He reiterated that the "ports [have] ceased to be operated by private enterprise."⁴

73. In the 1980s, the Confiscated Port handled approximately 8% of Cuba's annual production of sugar and sugar byproducts, valued in excess of \$370 million. Products from the

³ *See* Fidel Castro, President of Cuba, *Dedication of bulk sugar terminal in Puerto Carupano, Las Tunas Province* (Jan. 20, 1978), available at <http://lanic.utexas.edu/project/castro/db/1978/19780120.html>.

⁴ *Id.*

Central Chaparra mill and the Central Delicias mill—both confiscated from American Sugar—were routinely transported through the Confiscated Port.

74. To this day, the Confiscated Port remains one of Cuba’s key shipping ports and a hub of substantial commercial activity—much of which is in support of, or substantially related to, projects spearheaded by the Cuban government and its state-owned companies. Indeed, the Cuban government has sought to encourage foreign investment by regularly touting the Confiscated Port as one of the country’s principal shipping ports.⁵

75. To this day, American Sugar has not received any compensation for the expropriation of the Confiscated Property, nor has any part of the Confiscated Property been returned to American Sugar. Moreover, American Sugar’s claim to the Confiscated Property has never been settled by an international claims settlement agreement or other settlement agreement between the United States and Cuba.

C. American Sugar’s Claim Is Certified in 1969 for Over \$97 Million

76. In response to the expropriation of its Confiscated Property and the resultant financial loss, American Sugar submitted a claim to the FCSC for determination under the Cuba Claims Program. American Sugar’s certified claim is publicly accessible⁶ and has been the subject of news reports.⁷

⁵ See, e.g., Cuba Ministry of Foreign Commerce and Investments, Cuba: Portfolio of Opportunities for Foreign Investment 2016–2017, at 204 (listing “Carupano” as one of 12 “Principal Cuban Ports”), available at https://arwtc.org/wp-content/uploads/2017/05/Portfolio_Opportunities_Foreign_Investment_2016-2017.pdf (last visited on June 5, 2020).

⁶ See FCSC, Final Opinions and Orders, <https://www.justice.gov/fcsc/final-opinions-and-orders-5> (last visited on June 5, 2020).

⁷ See, e.g., Nick Miroff, *The 20 Largest U.S. property claims in Cuba*, THE WASHINGTON POST, Dec. 8, 2015 (American Sugar has second-largest certified claim), available at <https://www.washingtonpost.com/news/worldviews/wp/2015/12/08/the-20-largest-u-s-property-claims-in-cuba/>.

77. The FCSC found that American Sugar qualified as a “national of the United States” within the meaning of the ICSA. *See* Exh. 1 at 2.

78. The FCSC evaluated the value of American Sugar’s claim by reviewing, among other things, a value appraisal, photographs, engineering surveys, maps, statements of noncapital assets, and a prior report submitted by American Sugar to the Department of State in 1961 asserting the values of the individual confiscated properties. *See* Exh. 1 at 3.

79. After an extensive review of the evidence regarding the value of the Confiscated Property, the FCSC “certifie[d] that [American Sugar] suffered a loss, as a result of actions of the Government of Cuba” in the amount of \$97,373,414.72. Exh. 1 at 21.

80. The amount of American Sugar’s loss certified under the Cuba Claims Program is the second-highest amount ever certified by the FCSC for an individual or entity.

81. American Sugar’s expropriation claim against the Government of Cuba regarding the Confiscated Property has never been settled pursuant to a settlement agreement between the United States and Cuba.

II. Defendants’ Deliberate Use of American Sugar’s Confiscated Property

A. The Herradura Wind Farm Project

82. The Confiscated Port has been the main artery for imports of (among other things) wind turbines, related equipment, structures, and other materials needed to build one of Cuba’s largest ongoing public works projects: the Herradura Wind Farm Project, which is located about 15 miles from the Confiscated Port.

83. Indeed, the Cuban Ministry of Transportation published a news article regarding the Confiscated Port, which states that “[t]he technological equipment of the La Herradura 1

wind farm, which is built on the coast of the municipality of Jesús Menéndez, has entered through this port enclave and will continue to do so”⁸

84. The Herradura Wind Farm Project is part of the Cuban government’s publicized goal of significantly reducing its dependence on imported foreign oil. By 2030, Cuba aims to produce almost a quarter of its electricity, or 2,269 megawatts (“MW”) of energy, from renewable sources. To support this shift to renewable energy, Cuba has secured an estimated \$4 billion in foreign investment.

85. Located in the Jesús Menéndez municipality of the Cuban province of Las Tunas, the Herradura Wind Farm Project is composed of two separate wind farms known as “Herradura 1” and “Herradura 2.” Herradura 1 is set to house 34 wind turbines, whereas Herradura 2 is set to contain 20 wind turbines. The project is estimated to cost hundreds of millions of dollars to construct and is expected to generate 101 MW of energy into Cuba’s central electrical grid—more than any other existing Cuban wind farm project, and a 61% increase in the renewable energy capacity in Cuba. A Cuban state official has stated that the project is estimated to save the Government of Cuba nearly 79,000 tons of fuel each year.⁹

86. A host of Cuban state-owned entities are involved in the planning, construction, and implementation of the Herradura Wind Farm Project, including Empresa Importadora-

⁸ Periódico 26, Día del Trabajador Marítimo Portuario: En Puerto Carúpano al Jolgorio Después del Trabajo, MINISTERIO DEL TRANSPORTE, REPUBLICA DE CUBA (June 14, 2019), <https://www.mitrans.gob.cu/es/noticias/dia-del-trabajador-maritimo-portuario-en-puerto-carupano-al-jolgorio-despues-del-trabajo> (Original Spanish: “Por este enclave portuario ha entrado – y lo continuará haciendo – el equipamiento tecnológico del parque eólico La Herradura 1, que se edifica en el litoral del municipio de Jesús Menéndez . . .”).

⁹ See Raimundo Urrechaga, *Chinese technology helps Cuba build largest wind farm*, XINHUA, Jan. 22, 2018), http://www.xinhuanet.com/english/2018-01/22/c_136914462.htm.

Exportadora de Objetivos Electro-Energéticos (“Energoimport”)—a component of Cuba’s Ministry of Energy and Mining.

87. Energoimport arranges the logistics supporting the delivery of wind farm equipment through the Confiscated Port and to the Herradura Wind Farm Project. Energoimport describes itself as “in charge of guaranteeing the delivery . . . of the supplies necessary for the execution of investments, imports and exports, [and] the maintenance and operation of [Cuba’s] National Electro-energy System.”¹⁰

B. Goldwind International Signs on to the Herradura Project

88. In December 2013, a consortium composed of Goldwind International and non-party Avic International Holding Corporation (“Avic”) entered into a commercial agreement with Energoimport to provide wind farm designs, equipment, supplies, technical support, operations, and maintenance for Herradura 1.

89. As part of this agreement, Goldwind International agreed with Energoimport to supply Herradura 1 with, among other equipment, 34 customized units of its GW 77/1500 PMDD wind turbines. All of the wind turbines at Herradura 1 would originate from Goldwind International.

90. On June 23, 2017, the Goldwind International-Avic consortium, in collaboration with the Cuban government, secured project financing from the Export-Import Bank of China and the China Export and Credit Insurance Corporation.

¹⁰ UNE, *ENERGOIMPORT*, UNE: Unión Eléctrica, <https://www.unionelectrica.cuenergoimport/> (last modified on Nov. 29, 2018).

91. Goldwind International touted the details of its involvement in the Herradura Wind Farm Project in a published report.¹¹

92. Goldwind Science participated directly in the Herradura Wind Farm Project by, among other things, shipping certain wind farm equipment to the Confiscated Port, by way of Florida, for use in the project.

C. Defendants' Shipments of Equipment to the Confiscated Port for the Herradura Wind Farm Project

93. In order to deliver the promised millions of dollars of wind farm equipment to their final destination for the Herradura Wind Farm Project, Goldwind International and Goldwind Science arranged for the transport of that equipment by sea to the Confiscated Port. Other suppliers of wind farm equipment to the Herradura Wind Farm Project also arranged for the delivery of equipment to the Confiscated Port.

94. To ship wind farm equipment by sea, one or more carriers are typically hired to handle transportation logistics that include, among other things, identifying and booking available space on a shipping vessel, operating the vessel itself, coordinating pick-up and drop-off of the equipment, and planning the shipping route.

95. There are two types of carriers: those that operate shipping vessels (known as Vessel Operating Common Carriers ("VOCCs")), and those that do not (known as Non-Vessel Operating Common Carriers ("NVOCCs")).¹² If an exporter hires an NVOCC to execute a shipment, that NVOCC must then engage a VOCC to charter space on and operate the vessel

¹¹ See Goldwind International, GWI Quarterly Q2 2017, Volumes 8, 10, available at <http://www.goldwindinternational.com/media/index.html#bro> (last visited on June 5, 2020).

¹² See, e.g., 46 U.S.C. § 40102 (17)(A) (NVOCCs are common carriers that "do[] not operate the vessels by which the ocean transportation is provided.").

carrying the transported goods. Together, the NVOCC and VOCC determine which vessels are able to hold and transport the relevant cargo; plan the voyage for the cargo from port of origin to port of destination; and provide operational and logistical support at all ports of entry.

96. A shipping vessel intending to enter the United States carrying foreign-origin cargo must electronically submit information regarding such cargo to the U.S. Customs and Border Protection (“CBP”) at least 24 hours before the cargo is picked up at the foreign port (hereinafter, a “Cargo Declaration”). *See* 19 C.F.R. § 4.7(b)(2). The NVOCC must either itself submit the Cargo Declaration to CBP, or forward it to the relevant VOCC to submit. *See id.* § 4.7(b)(3)(i).

97. Those carriers that have registered with the National Motor Freight Traffic Association must use their unique Standard Carrier Alpha Code in their Cargo Declarations. *See* 19 C.F.R. § 4.7a(c)(2)(iii).

98. A Cargo Declaration must also contain accurate information regarding the relevant “bills of lading.” *See id.* § 4.7a(c), (f).

99. A bill of lading is a legal document issued by a carrier to a shipper that details, among other things, the cargo being shipped; the vessel carrying the cargo; the origin and destination of the cargo; the ports of lading and unlading (i.e., loading and unloading); and the exporter, carrier, and consignee (i.e., recipient) of the cargo. The bill of lading is signed by both the carrier and the shipper.

100. Where both an NVOCC and a VOCC are engaged for a shipment, there are two types of bills of lading. The “house” bill of lading is issued by the NVOCC (which is listed as “carrier”) to the *actual* shipper of the cargo. The “master” bill of lading¹³ is issued by the VOCC

¹³ The “master” here refers to the master of the relevant shipping vessel.

(which is listed as “carrier”) to the NVOCC (which is listed as “shipper”). Thus, to ascertain the true identity of the shipper, the house bill of lading is the critical document. In most other respects, the house and master bills of lading are identical.

101. At a shipment’s origin, the bills of lading function as receipts verifying that the goods have transferred from the shipper to the NVOCC, and then from the NVOCC to the VOCC. At a shipment’s destination, the bills of lading function as proof of title to the goods. Per industry practice, the consignee listed presents the house bill of lading to the carrier in order to secure release of the shipment and claim ownership.

102. In general, and at all times, the cargo described in the house and master bills of lading must match the manifest records kept by the shipping vessel carrying the cargo.

103. As detailed below, in late 2018 and early 2019, Defendants—which include both exporters and carriers of wind farm equipment—coordinated at least two separate voyages that delivered and unloaded equipment at the Confiscated Port, by way of Florida, for use in the Herradura Wind Farm Project. In this way, Defendants, in collaboration, used and commercially benefited from the Confiscated Port.

D. Deliveries via the BBC Moonstone

i. The Shippers of Wind Farm Equipment

104. A commercial shipping vessel named the “BBC Moonstone,” after a refueling stop in Florida, docked at the Confiscated Port in February 2019 and unloaded wind farm equipment on behalf of Goldwind Science and another supplier of the Herradura Wind Farm Project (hereinafter, the “BBC Moonstone Voyage”). The BBC Moonstone, International Maritime Organization (“IMO”) No. 9563732, is owned by a Briese Group entity.

105. Goldwind Science arranged for the BBC Moonstone to deliver its wind farm equipment (the “Goldwind Equipment”) to Energoimport via the Confiscated Port, knowing that a preceding refueling stop would be made in Florida.

106. Goldwind International, which was contracted to supply wind farm equipment to Energoimport for use in the Herradura Wind Farm Project, *see supra* paragraphs 88–89—directed or otherwise caused Goldwind Equipment to be delivered at the Confiscated Port, knowing that a preceding refueling stop would be made in Florida.

107. Another entity that agreed to provide equipment for the Herradura Wind Farm Project also arranged for the BBC Moonstone to deliver its wind farm equipment (the “Moonstone Equipment”) to Energoimport via the Confiscated Port, by way of Florida.

ii. The Carriers of Wind Farm Equipment

108. DSV acted as the NVOCC, and non-party BBC Carriers acted as the VOCC, for the Goldwind Equipment and the Moonstone Equipment deliveries at the Confiscated Port, with both entities knowing that a preceding refueling stop in Florida would occur.

109. Goldwind Science hired and paid DSV, an NVOCC, to deliver the Goldwind Equipment to the Confiscated Port. On information and belief, such hiring and payment was conducted through one of DSV’s offices located in the United States.

110. DSV then hired and paid BBC Carriers, a VOCC, to use a Briese Group shipping vessel, the BBC Moonstone, to carry out the delivery, and for related ship operational and chartering services. On information and belief, such hiring and payment was conducted through one of DSV’s offices located in the United States.

111. On information and belief, BBC USA and BBC Singapore, corporate affiliates of BBC Carriers, were also VOCCs charged with operating and chartering the BBC Moonstone for shipment of the Goldwind Equipment and the Moonstone Equipment.

112. BBC USA and BBC Singapore are the BBC Chartering agents responsible for, respectively, the Caribbean region and the Far East region. Since the Goldwind Equipment and Moonstone Equipment originated from the Far East and were destined for a location in the Caribbean, both BBC USA and BBC Singapore would have provided logistical support to the shipping vessels entering or departing their respective regions. From a ship-chartering perspective, they would have managed and tracked the cargo on all shipping vessels entering or departing their respective regions.

113. DSV and BBC Carriers provided or otherwise supported the following services: (a) determining the shipping route taken by the BBC Moonstone; (b) tracking, at all times, the location of the BBC Moonstone and the equipment onboard at all relevant stops; (c) handling logistics, such as those involving local government authorities (or engaging third parties to do so); (d) coordinating with Goldwind Science, Energoimport, and other relevant shippers, carriers, and consignees; (e) overseeing and troubleshooting the execution of the deliveries; and (f) engaging in any necessary transactions to implement the foregoing. On information and belief, DSV's Miami office was involved, at least in part, in providing the aforementioned services.

114. On DSV’s website, shippers can utilize the “Track & Trace” function to “follow [their] shipments online from the moment [they] place the order to delivery at the final destination.”¹⁴

115. On information and belief, BBC USA and BBC Singapore provided or otherwise supported the following services: (a) determining the shipping route taken by the BBC Moonstone; (b) tracking, at all times, the location of the BBC Moonstone and the equipment onboard at all relevant stops; (c) handling logistics, such as those involving local government authorities (or engaging third parties to do so); (d) coordinating with Goldwind Science, Energoimport, and other relevant shippers, carriers, and consignees; (e) overseeing and troubleshooting the execution of the deliveries; and (f) engaging in any necessary transactions to implement the foregoing.

iii. Goldwind Equipment’s Documentation Falsely States Miami Destination

116. DSV, or BBC Carriers on behalf of DSV, electronically submitted to CBP a Cargo Declaration regarding the Goldwind Equipment (the “Goldwind Declaration”), which states in relevant part:

House Bill of Lading Number	DSVFHPR0023755
Master Bill of Lading Number	BBHYTIACAR002
Cargo	Blade Root Frames & Tip Frames
Vessel	BBC Moonstone
Shipment Origin	China
Shipment Destination	Miami, Florida
Port of Lading	Tianjin, China
Port of Unlading	Miami Seaport; Miami, Florida
Shipper	Goldwind Science

¹⁴ DSV, *About DSV*, DSV GLOBAL TRANSPORT AND LOGISTICS, <https://www.us.dsv.com/about-dsv> (last visited on June 5, 2020).

Consignee	Energoimport ¹⁵
Carrier	DSVF

117. DSV is registered under the Standard Carrier Alpha Code “DSVF.” Indeed, on its website, DSV identifies “DSVF” as its “NVOCC SCAC Code.”¹⁶

118. Given that the Goldwind Declaration identifies DSVF as the carrier, and DSVF is the prefix of the house bill of lading number, DSV was the NVOCC officially named responsible for this shipment of the Goldwind Equipment.

119. BBC Carriers is registered under the Standard Carrier Alpha Code “BBHY.” Given that the Goldwind Declaration displays BBHY as the prefix of the master bill of lading number, BBC Carriers was the VOCC officially named responsible for this shipment of the Goldwind Equipment.

120. The Goldwind Declaration falsely states the shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.¹⁷ While the Defendants routed the cargo to include a refueling stop in Miami, the true shipment destination was Cuba, and the true port of unloading was the Confiscated Port, *see infra* paragraphs 135–39.

121. As evident from the Goldwind Declaration, DSV issued and signed a house bill of lading to Goldwind Science (the “Goldwind House BOL”) which also misrepresented the

¹⁵ The Goldwind Declaration refers to Energoimport by its full name, “Empresa Importadora-Exportadora de Objetivos Electro-Energéticos.”

¹⁶ DSV, *Fact Sheet*, DSV GLOBAL TRANSPORT AND LOGISTICS, <https://www.us.dsv.com/about-DSV/press/fact-sheet> (last visited on June 5, 2020).

¹⁷ It is a violation of the applicable CBP regulations for a VOCC or NVOCC to transmit electronically any information or documentation that is “forged, altered, or false.” 19 C.F.R. § 4.7a.

shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.¹⁸ Goldwind Science also signed the Goldwind House BOL.

122. As evident from the Goldwind Declaration, BBC Carriers issued a master bill of lading (the “Goldwind Master BOL”) to DSV which similarly misrepresented the shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.¹⁹ DSV also signed the Goldwind Master BOL.

123. On information and belief, a U.S. office of DSV issued and signed the Goldwind House BOL, and also received and signed the Goldwind Master BOL.

124. The Goldwind Declaration, Goldwind Master BOL, and Goldwind House BOL are collectively referred to hereinafter as the “Goldwind Documents.”

iv. Moonstone Equipment’s Documentation Falsely States Miami Destination

125. DSV, or BBC Carriers on behalf of DSV, electronically submitted to CBP a Cargo Declaration regarding the Moonstone Equipment (the “Moonstone Declaration”), which states in relevant part:

House Bill of Lading Number	DSVFHPR0023752
Master Bill of Lading Number	BBHYTIACAR001
Vessel	BBC Moonstone
Shipment Origin	China
Shipment Destination	Miami, Florida
Port of Lading	Tianjin, China
Port of Unlading	Miami Seaport; Miami, Florida

¹⁸ Under the Federal Bills of Lading Act, falsely making a bill of lading; uttering, publishing or issuing a falsely made bill of lading; or negotiating or transferring for value a bill of lading containing a false statement is subject to a fine, imprisonment for not more than five years, or both. *See* 49 U.S.C. § 80116.

¹⁹ *See supra* note 18.

Consignee	Energoimport ²⁰
Carrier	DSVF

126. Given that the Moonstone Declaration identifies DSVF as the carrier, and DSVF is the prefix of the house bill of lading number, DSV was the NVOCC officially named responsible for this shipment of the Moonstone Equipment.

127. Given that the Moonstone Declaration displays BBHY as the prefix of the master bill of lading number, BBC Carriers was the VOCC officially named responsible for this shipment of the Moonstone Equipment.

128. The Moonstone Declaration falsely states the shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.²¹ While the Defendants routed the cargo to include a refueling stop in Miami, the true shipment destination was Cuba, and the true port of unloading was the Confiscated Port, *see infra* paragraphs 135–39.

129. As evident from the Moonstone Declaration, DSV issued and signed a house bill of lading (the “Moonstone House BOL”) which also misrepresented the shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.²²

130. As evident from the Moonstone Declaration, BBC Carriers issued and signed a master bill of lading (the “Moonstone Master BOL”) to DSV which similarly misrepresented the

²⁰ The Moonstone Declaration refers to Energoimport by its full name, “Empresa Importadora-Exportadora de Objetivos Electro-Energéticos.”

²¹ *See supra* note 17.

²² *See supra* note 18.

shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.²³ DSV also signed the Moonstone Master BOL.

131. On information and belief, a U.S. office of DSV issued and signed the Moonstone House BOL, and also received and signed the Moonstone Master BOL.

132. The Moonstone Declaration, Moonstone Master BOL, and Moonstone House BOL are collectively referred to hereinafter as the “Moonstone Documents.”

v. Delivering the Goldwind and Moonstone Equipment to the Confiscated Port

133. On December 24, 2018, the BBC Moonstone arrived in Tianjin, China, to pick up the Goldwind Equipment and the Moonstone Equipment. The BBC Moonstone departed Tianjin on December 25, 2018, for the Panama Canal.

134. On January 26, 2019, the BBC Moonstone arrived at the Panama Canal, and proceeded to travel to Florida.

135. On January 30, 2019, the BBC Moonstone—carrying the Goldwind Equipment and Moonstone Equipment for receipt by Energoimport, a Cuban state-owned entity—entered the Miami Seaport in apparent violation of United States sanctions on Cuba.²⁴

136. Contrary to the Goldwind Documents and Moonstone Documents, none of the wind farm equipment for receipt by Energoimport was unloaded in Miami—in fact, while in Miami, no cargo on the BBC Moonstone was unloaded whatsoever.

²³ See *supra* note 18.

²⁴ Pursuant to the Cuba sanctions regulations, unless separate authorization is provided by the Treasury Department, “[n]o vessel carrying goods or passengers to or from Cuba or carrying goods in which Cuba or a Cuban national has an interest may enter a U.S. port with such goods or passengers on board.” 31 C.F.R. § 515.207(b).

137. Instead, the BBC Moonstone “bunkered,” meaning refueled and resupplied, at the Miami Seaport. Refueling and resupplying the BBC Moonstone enabled it to immediately proceed to the Confiscated Port in Cuba to unload the wind farm equipment.

138. Later that same day, on January 30, 2019, the BBC Moonstone departed the Port of Miami but falsely reported to Miami Seaport officials that the BBC Moonstone’s next destination would be the Dominican Republic. The BBC Moonstone’s true next destination was the Confiscated Port.

139. On February 4, 2019, the BBC Moonstone arrived at the Confiscated Port, and over the course of three days, unloaded the Goldwind Equipment and the Moonstone Equipment, delivering it to Energoimport for transportation by road to the Herradura Wind Farm Project. On information and belief, at or around the time of delivery, the Goldwind House BOL and Moonstone House BOL, which misrepresented the unloading port and shipment destination as Miami, were presented by Energoimport to the operators of the BBC Moonstone.

140. On February 7, 2019, the BBC Moonstone departed the Confiscated Port for Port Arthur in Texas, and arrived in Port Arthur on February 10, 2019. While at Port Arthur, the BBC Moonstone unloaded equipment which had been picked up prior to stopping in Tianjin on December 24, 2018 (the “BBC Equipment”). The BBC Equipment was delivered to BBC USA on behalf of parent company BBC Chartering. In arranging for this delivery, which stopped first at the Confiscated Port, BBC USA used, and engaged in a transaction benefiting from, the Confiscated Port.

141. On February 17, 2019, the BBC Moonstone departed Port Arthur.

142. In the subsequent 180 days after departure from the Confiscated Port, the BBC Moonstone entered a U.S. port on at least 16 occasions in apparent violation of United States sanctions on Cuba.²⁵

143. In sum, and in relevant part, the BBC Moonstone (1) stopped in Tianjin, China, to pick up the wind farm equipment for receipt by Energoimport; (2) passed through the Panama Canal; (3) stopped in Miami, Florida, to refuel and resupply; (4) stopped at the Confiscated Port in Cuba to unload the wind farm equipment; and (5) stopped in Port Arthur, Texas, to unload the BBC Equipment. These events are depicted in Figure 1 below.

²⁵ Pursuant to the Cuba sanctions regulations, unless separate authorization is provided by the Treasury Department, “[n]o vessel that enters a port or place in Cuba to engage in the trade of goods or the purchase or provision of services, may enter a U.S. port for the purpose of loading or unloading freight for a period of 180 days from the date the vessel departed from a port or place in Cuba.” 31 C.F.R. § 515.207(a) (titled “Entry of vessels engaged in trade with Cuba”).

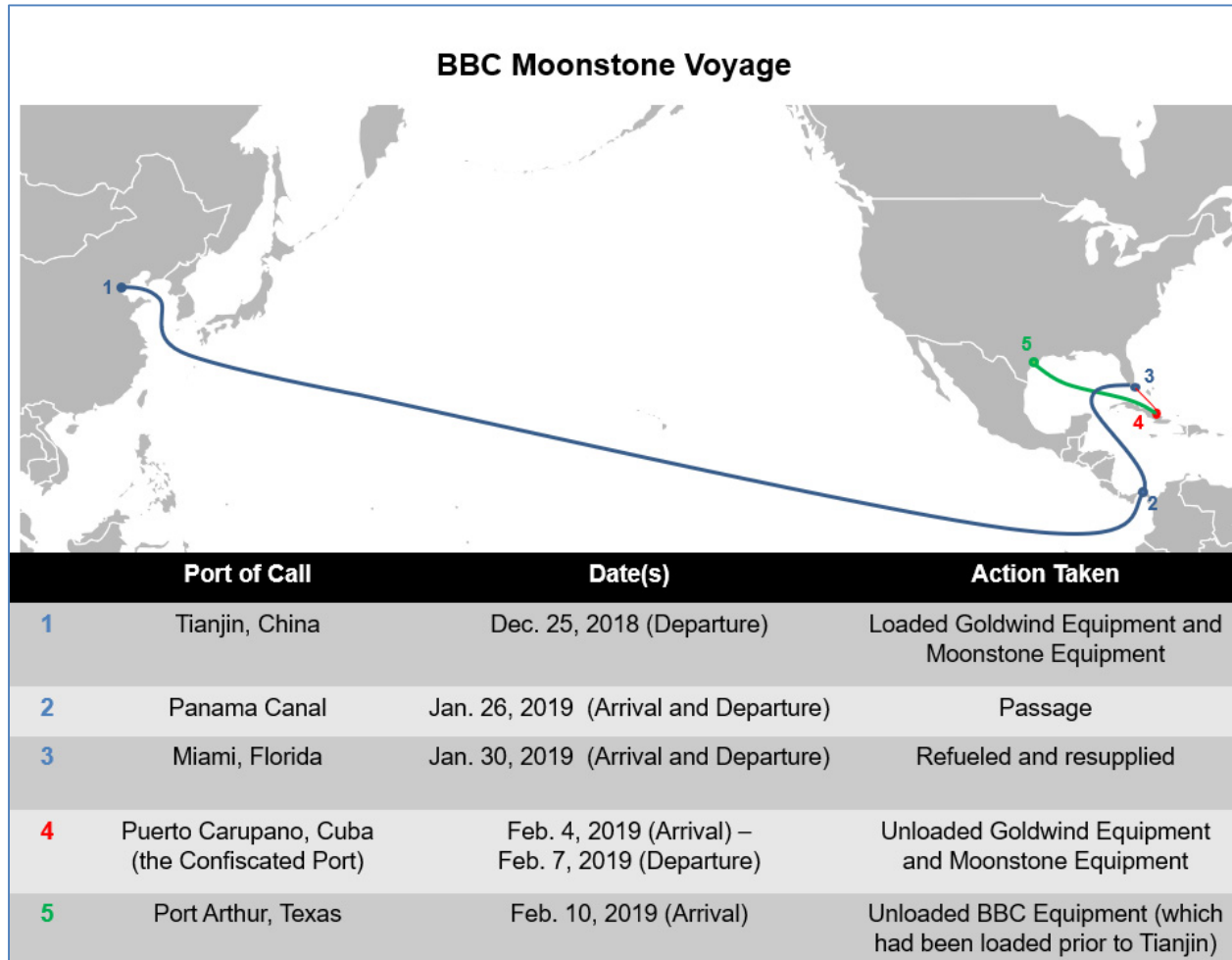


Figure 1: BBC Moonstone Voyage

vi. Defendants Knew the Confiscated Port Was the True Port of Unlading

144. As previously stated, the Goldwind Documents and the Moonstone Documents misrepresented the shipment destination and port of unlading as Miami, Florida, and the Miami Seaport, respectively, in violation of U.S. laws.²⁶ While the route taken by the BBC Moonstone included a refueling stop in Miami, the true shipment destination was Cuba, and the true port of unlading for the Goldwind Equipment and Moonstone Equipment was the Confiscated Port.

²⁶ *Supra* notes 17–18.

145. On information and belief, the false shipping destination in the Goldwind Documents and the Moonstone Documents was intended to conceal Defendants' scheme and their violations of U.S. sanctions regulations regarding Cuba, and to protect them from liability under Title III of the Helms-Burton Act, as discussed at paragraphs 135–42, *supra*.

146. As the NVOCC that submitted, issued, and/or signed each of the Goldwind Documents and Moonstone Documents, DSV knew that the Confiscated Port was the true destination of the Goldwind Equipment and the Moonstone Equipment, and that the shipping route included a stop in Miami. DSV tracked the Goldwind Equipment and Moonstone Equipment, and arranged for logistical support for the shipments while it was in Miami.

147. As the VOCC that issued the Goldwind Master BOL and Moonstone Master BOL, BBC Carriers knew that the Confiscated Port was the true destination of the Goldwind Equipment and Moonstone Equipment, and that the shipping route included a stop in Miami. BBC Carriers tracked the BBC Moonstone—which carried the Goldwind Equipment, Moonstone Equipment, and BBC Equipment—and arranged for logistical support for the shipments while it was in Miami.

148. As the shipper that signed the Goldwind House BOL, Goldwind Science knew that the Confiscated Port was the true destination of the Goldwind Equipment, and that the shipping route included a stop in Miami. On information and belief, Goldwind Science tracked the Goldwind Equipment while it was in Miami using DSV's "Track & Trace" tool, *see supra* paragraph 114.

149. On information and belief, Goldwind International also knew that the Goldwind Equipment would be delivered to the Confiscated Port by way of Miami, and directed Goldwind

Science to make such delivery—consistent with Goldwind International’s contractual obligations with Energoimport to supply equipment to the Herradura Wind Farm Project.

150. On information and belief, BBC USA and BBC Singapore, as providers of operation and chartering services for the BBC Moonstone Voyage, also knew that the Confiscated Port was the true destination of the Moonstone Equipment—and that the shipping route included a stop in Miami—and arranged for logistical support for the shipment.

151. As the consignee listed on both the Goldwind House BOL and Moonstone House BOL, Energoimport knew that the Confiscated Port was the true destination of the Goldwind Equipment and Moonstone Equipment, and that the shipping route included a stop in Miami.

152. On information and belief, BBC USA, as the recipient of the BBC Equipment, tracked the location of the BBC Moonstone as it transported the BBC Equipment en route to the Confiscated Port and benefited by using the space on the ship to efficiently ship its goods to Port Arthur in Texas.

153. On information and belief, Defendants Goldwind Science, Goldwind International, DSV, BBC USA, and BBC Singapore agreed to deliver the Goldwind Equipment via the BBC Moonstone to the Confiscated Port, despite the Helms-Burton Act. In carrying out their activities, Defendants engaged in a concerted scheme, described in detail above, whereby a refueling stop in Florida would help them conceal their scheme and avoid liability under the Helms-Burton Act and other U.S. laws. Falsified documentation—i.e., the Goldwind Documents—represented that the Goldwind Equipment was to be unloaded in Florida, rather than the Confiscated Port. Moreover, local authorities at the Miami Seaport were told falsely that the BBC Moonstone would be traveling to the Dominican Republic rather than the Confiscated Port.

E. Delivery via the BBC Jade

i. The Shipper and Carriers of Wind Farm Equipment

154. A commercial shipping vessel named the “BBC Jade,” owned by the Briese Group, after a refueling stop in Florida, docked at the Confiscated Port in January 2019 and unloaded wind farm equipment on behalf of a supplier of the Herradura Wind Farm Project (hereinafter, the “BBC Jade Voyage”). The BBC Jade, IMO No. 9421116, is owned by a Briese Group entity.

155. This supplier—not Goldwind Science or Goldwind International—arranged for the BBC Jade to deliver its wind farm equipment (the “Jade Equipment”) to Energoimport via the Confiscated Port.

156. Non-party DSV Ocean Transport acted as the NVOCC, and non-party BBC Chartering acted as the VOCC, for the Jade Equipment delivery at the Confiscated Port, with both entities knowing that a preceding refueling stop in Florida would occur.

157. On information and belief, BBC USA and BBC Singapore, corporate affiliates of BBC Chartering, also acted as carriers for the Jade Equipment delivery at the Confiscated Port, serving as VOCCs charged with operating and chartering the BBC Jade with knowledge of the preceding refueling stop in Florida.

158. BBC USA and BBC Singapore are the BBC Chartering agents responsible for, respectively, the Caribbean region and the Far East region. Because the Jade Equipment originated from the Far East and was destined for a location in the Caribbean, BBC USA and BBC Singapore would have provided logistical support to the shipping vessels entering or departing their respective regions. From a ship-chartering perspective, they would have

managed and tracked the cargo on all shipping vessels entering or departing their respective regions.

159. DSV Ocean Transport and BBC Chartering provided or otherwise supported the following services: (a) determining the shipping route taken by the BBC Jade; (b) tracking, at all times, the location of the BBC Jade and the equipment onboard at all relevant stops; (c) handling logistics, such as those involving local government authorities (or engaging third parties to do so); (d) coordinating with the project supplier, Energoimport, and other relevant shippers and carriers; (e) overseeing and troubleshooting the execution of the deliveries; and (f) engaging in any necessary transactions to implement the foregoing.

160. On information and belief, BBC USA and BBC Singapore provided or otherwise supported the following services: (a) determining the shipping route taken by the BBC Jade; (b) tracking, at all times, the location of the BBC Jade and the equipment onboard at all relevant stops; (c) handling logistics, such as those involving local government authorities (or engaging third parties to do so); (d) coordinating with the project supplier, Energoimport, and other relevant shippers and carriers; (e) overseeing and troubleshooting the execution of the deliveries; and (f) engaging in any necessary transactions to implement the foregoing.

ii. Jade Equipment's Documentation Falsely States Miami Destination

161. DSV Ocean Transport, or BBC Chartering on behalf of DSV Ocean Transport, electronically submitted to CBP a Cargo Declaration regarding the Jade Equipment (the "Jade Declaration"), which states in relevant part:

Bill of Lading Type	House
Bill of Lading Number	DFDSHPR0023522
Vessel	BBC Jade
Shipment Origin	China
Shipment Destination	Miami, Florida

Port of Lading	Tianjin, China
Port of Unlading	Miami Seaport; Miami, Florida
Consignee	Energoimport ²⁷
Carrier	DFDS
Master Bill of Lading Number	BBCHTIAPUE002

162. DSV Ocean Transport is registered under the Standard Carrier Alpha Code “DFDS.” Given that the Jade Declaration identifies DFDS as the carrier, and DFDS is the prefix of the house bill of lading number, DSV Ocean Transport was the NVOCC officially named responsible for this shipment of the Jade Equipment.

163. BBC Chartering is registered under the Standard Carrier Alpha Code “BBCH.” Given that the Jade Declaration displays BBCH as the prefix of the master bill of lading number, BBC Chartering was the VOCC officially named responsible for this shipment of the Jade Equipment.

164. The Jade Declaration misrepresented the shipment destination and port of unlading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.²⁸ While Defendants routed the cargo to include a refueling stop in Miami, the true shipment destination was Cuba, and the true port of unlading was the Confiscated Port, *see infra* paragraphs 170–74.

165. Per the Jade Declaration, DSV Ocean Transport issued and signed a house bill of lading (the “Jade House BOL”), which also misrepresented the shipment destination and port of unlading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.²⁹

²⁷ The Jade Declaration refers to Energoimport by its full name, “Empresa Importadora-Exportadora de Objetivos Electro-Energéticos.”

²⁸ *Supra* note 17.

²⁹ *Supra* note 18.

166. Per the Jade Declaration, BBC Chartering issued and signed a master bill of lading (the “Jade Master BOL”) to DSV Ocean Transport, which similarly misrepresented the shipment destination and port of unloading as Miami, Florida, and the Miami Seaport, respectively—in violation of U.S. law.³⁰ DSV Ocean Transport also signed the Jade Master BOL.

167. The Jade Declaration, Jade Master BOL, and Jade House BOL are collectively referred to hereinafter as the “Jade Documents.”

iii. Delivering the Jade Equipment to the Confiscated Port

168. On November 13, 2018, the BBC Jade arrived at Tianjin, China, picked up the Jade Equipment, and departed two days later on November 15, for the Panama Canal.

169. On December 25, 2018, the BBC Jade arrived at the Panama Canal, traveled through it, and departed the next day, December 26, heading toward Florida.

170. On December 30, 2019, the BBC Jade—carrying the Jade Equipment for receipt by Energoimport, a Cuban state-owned entity—entered the Miami Seaport in apparent violation of United States sanctions on Cuba.³¹

171. Contrary to the Jade Documents, the Jade Equipment was not unloaded in Miami—in fact, while in Miami, no cargo on the BBC Jade was unloaded whatsoever.

172. Instead, the BBC Jade “bunkered,” meaning refueled and resupplied, at the Miami Seaport. Refueling and resupplying the BBC Jade enabled it to immediately proceed to the Confiscated Port in Cuba to unload the Jade Equipment.

173. On December 31, 2018, the BBC Jade departed Miami for the Confiscated Port.

³⁰ *Supra* note 18.

³¹ *Supra* note 24.

174. On January 6, 2019, the BBC Jade arrived at the Confiscated Port, and over the course of three days, unloaded the Jade Equipment—delivering it to Energoimport for transportation by road to the Herradura Wind Farm Project. On information and belief, at or around the time of delivery, the Jade House BOL, which falsely declared the unloading port and shipment destination as Miami, was presented by Energoimport to the operators of the BBC Jade.

175. On January 9, 2019, the BBC Jade departed the Confiscated Port.

176. In the subsequent 180 days after departure, the BBC Jade entered a U.S. port on at least seven occasions in apparent violation of United States sanctions on Cuba.³²

177. In sum, and in relevant part, the BBC Jade (1) stopped in Tianjin, China, to pick up the Jade Equipment; (2) passed through the Panama Canal; (3) stopped in Miami, Florida, to refuel and resupply; and (4) stopped at the Confiscated Port in Cuba to unload the Jade Equipment. These events are depicted in Figure 2 below.

³² *Supra* note 25.

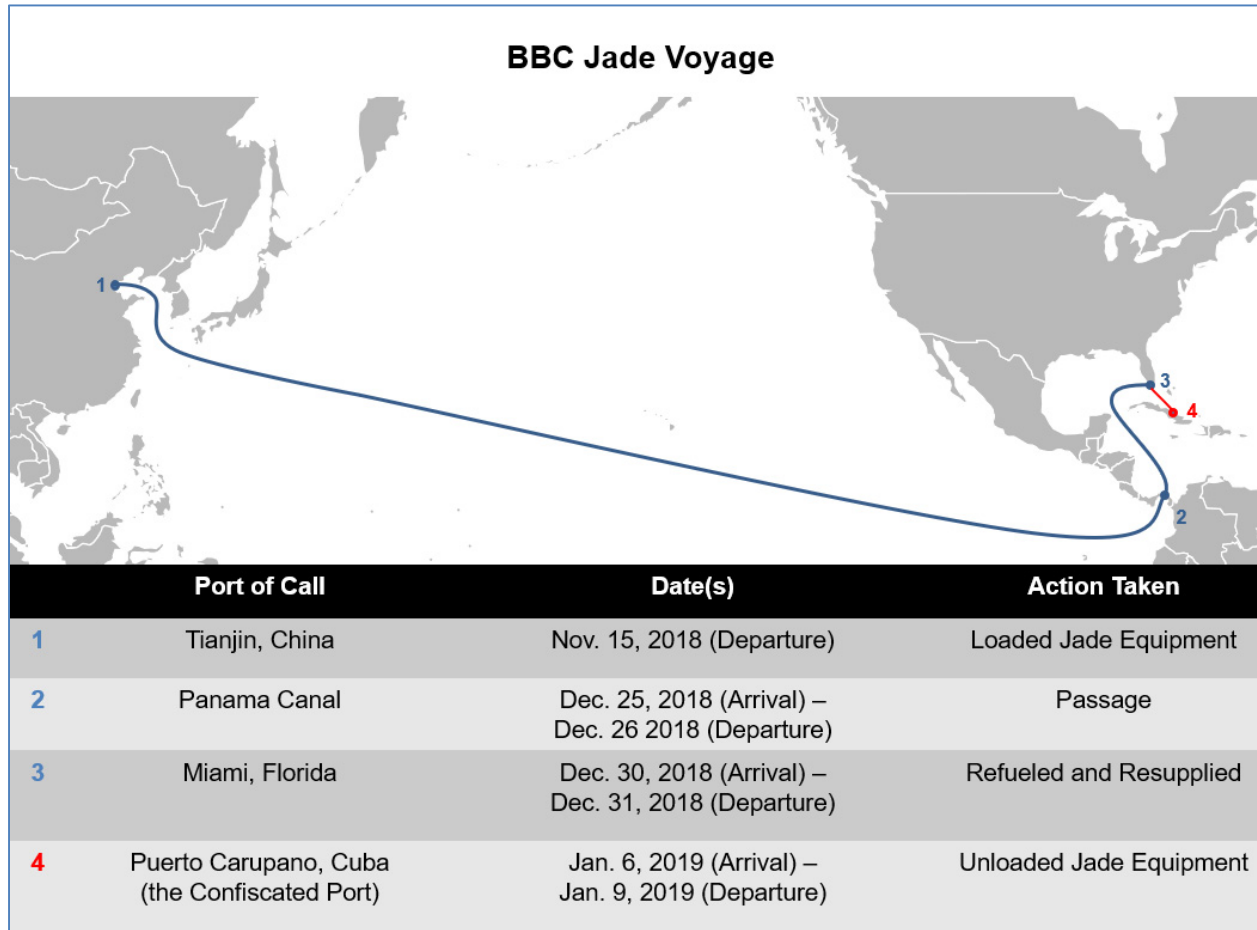


Figure 2: BBC Jade Voyage

iv. Defendants BBC USA and BBC Singapore Knew the Confiscated Port Was the True Port of Unlading

178. As previously stated, the Jade Documents misrepresented the shipment destination and port of unlading as Miami, Florida and the Miami Seaport, respectively, in violation of U.S. laws.³³ While the route taken by the BBC Jade included a refueling stop in Miami, the true shipment destination was Cuba, and the true port of unlading for the Jade Equipment was the Confiscated Port.

³³ *Supra* notes 17–18.

179. On information and belief, the false shipping destination in the Jade Documents was intended to conceal Defendants' scheme and their violations of U.S. sanctions regulations regarding Cuba, and to protect them from liability under Title III of the Helms-Burton Act, as discussed at paragraphs 170–76, *supra*.

180. As the NVOCC that submitted, issued, and/or signed each of the Jade Documents, DSV Ocean Transport knew that the Confiscated Port was the true destination of the Jade Equipment, and that the shipping route included a stop in Miami. DSV Ocean Transport tracked the Jade Equipment, and arranged for logistical support for the shipment while it was in Miami.

181. As the VOCC that issued and signed the Jade Master BOL, BBC Chartering knew that the Confiscated Port was the true destination of the Jade Equipment, and that the shipping route included a stop in Miami. BBC Chartering tracked the BBC Jade—which carried the Jade Equipment—and arranged for logistical support for the shipment while it was in Miami.

182. On information and belief, BBC USA and BBC Singapore, as providers of operation and chartering services for the BBC Jade Voyage, also knew that the Confiscated Port was the true destination of the Jade Equipment, and that the shipping route included a stop in Miami and arranged for logistical support for the shipment.

183. As the consignee listed on the Jade House BOL, Energoimport knew that the Confiscated Port was the true destination of the Jade Equipment, and that the shipping route included a stop in Miami.

F. Other Deliveries by Goldwind Science and/or Goldwind International

184. In light of the role that the Confiscated Port has played in the importation of equipment to Cuba for use in the project, *see supra* paragraphs 82–92, multiple other shipments

of equipment from Goldwind Science and/or Goldwind International have arrived in Cuba at the Confiscated Port for use in the Herradura Wind Farm Project.

185. For example, on or around December 14, 2018, wind farm equipment belonging to Goldwind Science and/or Goldwind International, and destined for the Herradura Wind Farm Project, was unloaded at the Confiscated Port by an unidentified ship.

186. By December 15, 2018, at least 11 of Goldwind International's wind turbines had arrived in Cuba for use at Herradura 1. News of the arrival of these 11 wind turbines, and their shipment from the People's Republic of China, was reported by Radio Libertad—a local radio broadcaster in Puerto Padre, Cuba.³⁴

187. As of July 11, 2019, at least 22 of Goldwind International's wind turbines had arrived in Cuba for use at Herradura 1. News of the arrival of these 22 wind turbines was reported by the Cuban News Agency, a news outlet owned and operated by the Cuban government.³⁵

188. Goldwind International arranged for the shipment of these 22 wind turbines to Cuba via the Confiscated Port.

FIRST CAUSE OF ACTION

Trafficking in Confiscated Property in Violation of 22 U.S.C. § 6082 (Against Goldwind International and Goldwind Science)

189. American Sugar incorporates by reference paragraphs 1 through 188 as though fully set forth herein.

³⁴ Radio Libertad, *Primeros aerogeneradores de parques eólicos en Puerto Carúpano*, RADIO LIBERTAD (Dec. 15, 2018), <http://www.radiolibertad.cu/2018/12/15/primeros-aerogeneradores-de-parques-eolicos-en-puerto-carupano-audio-galeria/>.

³⁵ Naily Barrientos Matos, *Avanzan en Las Tunas obras en el parquet eólico La Herradura Uno*, AGENCIA CUBANA DE NOTICIAS (July 11, 2019), available at <http://www.acn.cu/medio-ambiente/46995-avanzan-en-las-tunas-obras-en-el-parque-eolico-la-herradura-uno>.

190. Title III of the Helms-Burton Act provides that any person who “traffics” in property which was confiscated by the Cuban government on or after January 1, 1959, shall be liable to any U.S. national who owns the claim to such property for monetary damages. 22 U.S.C. § 6082(a)(1).

191. American Sugar is incorporated in New Jersey with its principal place of business in New York, and is thereby a “United States National” under the Helms-Burton Act. *See* 22 U.S.C. § 6023(15).

192. As a “United States National,” American Sugar is entitled to sue “any person that . . . traffics in property which was confiscated by the Cuban government on or after January 1, 1959.” 22 U.S.C. § 6082(a)(1).

193. As detailed in this complaint, the Confiscated Property was expropriated by Cuba on or after January 1, 1959.

194. American Sugar’s certified claim is “conclusive proof of ownership” of American Sugar’s interest in the Confiscated Property. 22 U.S.C. § 6083(a)(1).

195. The certified loss of \$97,373,414.72 in American Sugar’s certified claim is the presumed amount a trafficker in the Confiscated Property owes American Sugar under Title III of the Helms-Burton Act, exclusive of interest, treble damages, court costs, and reasonable attorneys’ fees. *See* 22 U.S.C. § 6082(a)(2). That presumption is only “rebuttable by clear and convincing evidence.” *Id.*

196. A trafficker in the Confiscated Property is liable to American Sugar for compounded interest on the presumed amount, treble damages, court costs, and reasonable attorneys’ fees. *See* 22 U.S.C. § 6082(a)(3)(A) & (3)(C); 22 U.S.C. § 6082(a)(1)(A).

197. Goldwind International and Goldwind Science each “knowingly and intentionally”: (1) “use[d]” the Confiscated Property; (2) “engage[d] in a commercial activity using or otherwise benefiting from” the Confiscated Property; and/or (3) “cause[d], direct[ed], participate[d] in, or profit[ed] from,” the trafficking described in (1) and (2) by another person, or otherwise “engage[d] in” such trafficking through another person. 22 U.S.C. § 6023(13)(A).

198. Specifically, Goldwind International and Goldwind Science intentionally used, trafficked in, and benefited from the Confiscated Port and caused others to use, traffic in, and benefit from the Confiscated Port by supplying wind farm equipment that they knew or had reason to know would be unloaded at the Confiscated Port for use in the Herradura Wind Farm Project.

199. Goldwind International intentionally entered into and profited from a commercial contract using, trafficking in, and commercially benefiting from the Confiscated Port. The contract with Energoimport was to supply wind turbines and related equipment to the Herradura Wind Farm Project, and Goldwind International knew or had reason to know that, due to the nature and location of the project and the location of the Confiscated Port and its importance in the Cuban economy, the equipment would be delivered to the Confiscated Port—and that at least one such shipment (of the Goldwind Equipment) was delivered there by way of Florida.

200. Goldwind Science intentionally shipped the Goldwind Equipment to Energoimport using, trafficking in, and commercially benefiting from the Confiscated Port, and knew or had reason to know the Goldwind Equipment would be unloaded, via Florida, at the Confiscated Port in February 2019. As the counterparty to Energoimport and participant in the Herradura Wind Farm Project, Goldwind International intentionally caused and profited from

this shipment of the Goldwind Equipment by its affiliate, and knew or should have known that it would be unloaded at the Confiscated Port by way of Florida.

201. Goldwind International and Goldwind Science intentionally supplied wind farm equipment—other than the Goldwind Equipment—to the Herradura Wind Farm Project using, trafficking in, and commercially benefiting from the Confiscated Port, and knew or had reason to know that such equipment would be unloaded at the Confiscated Port in 2018 and 2019. This is evident by, among other things, the 22 wind turbines already delivered to the project.

202. With respect to the BBC Moonstone Voyage, Goldwind Science intentionally and knowingly directed, caused, participated in, and profited from the use of, trafficking in, and commercial benefiting from the Confiscated Port (via Florida) by Goldwind International, BBC USA, BBC Singapore, and DSV; and by non-parties BBC Carriers and Energoimport.

203. As a supplier for the Herradura Wind Farm Project and counterparty to Energoimport, Goldwind International intentionally and knowingly caused and profited from the use of, trafficking in, and commercial benefiting from the Confiscated Port (via Florida) by Goldwind Science, BBC USA, BBC Singapore, and DSV; and by non-parties BBC Carriers and Energoimport.

204. At no point in time did Goldwind International or Goldwind Science use the Confiscated Property with the authorization of American Sugar. *See* 22 U.S.C. § 6023(13).

205. Goldwind Science and Goldwind International engaged in unlawful trafficking after November 1, 1996, the end of the three-month grace period the Helms-Burton Act provided after it became effective on August 1, 1996. *See* 22 U.S.C. § 6082(a)(1)(A).

206. Therefore, American Sugar is entitled to damages in the amount of the certified claim, plus applicable pre-judgment interest. American Sugar is also entitled to treble damages,

attorneys' fees, costs, and post-judgment interest. *See* 22 U.S.C. § 6082(a)(1), (3); 28 U.S.C. § 1961.

SECOND CAUSE OF ACTION
Trafficking in Confiscated Property in Violation of 22 U.S.C. § 6082
(Against DSV)

207. American Sugar incorporates by reference paragraphs 1 through 206 as though fully set forth herein.

208. Title III of the Helms-Burton Act provides that any person who “traffics” in property which was confiscated by the Cuban government on or after January 1, 1959, shall be liable to any U.S. national who owns the claim to such property for monetary damages. 22 U.S.C. § 6082(a)(1).

209. American Sugar is incorporated in New Jersey with its principal place of business in New York, and is thereby a “United States National” under the Helms-Burton Act. *See* 22 U.S.C. § 6023(15).

210. As a “United States National,” American Sugar is entitled to sue “any person that . . . traffics in property which was confiscated by the Cuban government on or after January 1, 1959.” 22 U.S.C. § 6082(a)(1).

211. As detailed in this complaint, the Confiscated Property was expropriated by Cuba on or after January 1, 1959.

212. American Sugar’s certified claim is “conclusive proof of ownership” of American Sugar’s interest in the Confiscated Property. 22 U.S.C. § 6083(a)(1).

213. The certified loss of \$97,373,414.72 in American Sugar’s certified claim is the presumed amount a trafficker in the Confiscated Property owes American Sugar under Title III of the Helms-Burton Act, exclusive of interest, treble damages, court costs, and reasonable

attorneys' fees. 22 U.S.C. § 6082(a)(2). That presumption is only "rebuttable by clear and convincing evidence." *Id.*

214. A trafficker in the Confiscated Property is liable to American Sugar for compounded interest on the presumed amount, treble damages, court costs, and reasonable attorneys' fees. *See* 22 U.S.C. § 6082(a)(3)(A) & (3)(C); 22 U.S.C. § 6082(a)(1)(A).

215. DSV "knowingly and intentionally": (1) "use[d]" the Confiscated Property; (2) "engage[d] in a commercial activity using or otherwise benefiting from" the Confiscated Property; and/or (3) "cause[d], direct[ed], participate[d] in, or profit[ed] from," the trafficking described in (1) and (2) by another person, or otherwise "engage[d] in" such trafficking through another person. 22 U.S.C. § 6023(13)(A).

216. Specifically, DSV intentionally used, trafficked in, and benefited from the Confiscated Port and caused others to use, traffic in, and benefit from the Confiscated Port by providing transportation services in support of the BBC Moonstone Voyage. In doing so, DSV knew or had reason to know that wind farm equipment would be unloaded at the Confiscated Port, by way of Florida.

217. With respect to the BBC Moonstone Voyage, DSV also intentionally and knowingly directed, caused, participated in, and profited from the use of, trafficking in, and commercial benefiting from the Confiscated Port (via Florida) by Goldwind Science, Goldwind International, BBC USA, and BBC Singapore; and by non-parties BBC Carriers and Energoimport.

218. At no point in time did DSV use the Confiscated Property with the authorization of American Sugar. *See* 22 U.S.C. § 6023(13).

219. DSV engaged in unlawful trafficking after November 1, 1996, the end of the three-month grace period the Helms-Burton Act provided after it became effective on August 1, 1996. *See* 22 U.S.C. § 6082(a)(1)(A).

220. Therefore, American Sugar is entitled to damages in the amount of the certified claim, plus applicable pre-judgment interest. American Sugar is also entitled to treble damages, attorneys' fees, costs, and post-judgment interest. *See* 22 U.S.C. § 6082(a)(1), (3); 28 U.S.C. § 1961.

THIRD CAUSE OF ACTION
Trafficking in Confiscated Property in Violation of 22 U.S.C. § 6082
(Against BBC USA and BBC Singapore)

221. American Sugar incorporates by reference paragraphs 1 through 220 as though fully set forth herein.

222. Title III of the Helms-Burton Act provides that any person who “traffics” in property which was confiscated by the Cuban government on or after January 1, 1959, shall be liable to any U.S. national who owns the claim to such property for monetary damages. 22 U.S.C. § 6082(a)(1).

223. American Sugar is incorporated in New Jersey with its principal place of business in New York, and is thereby a “United States National” under the Helms-Burton Act. *See* 22 U.S.C. § 6023(15).

224. As a “United States National,” American Sugar is entitled to sue “any person that . . . traffics in property which was confiscated by the Cuban government on or after January 1, 1959.” 22 U.S.C. § 6082(a)(1).

225. As detailed in this complaint, the Confiscated Property was expropriated by Cuba on or after January 1, 1959.

226. American Sugar's Certified Claim is "conclusive proof of ownership" of American Sugar's interest in the Confiscated Property. 22 U.S.C. § 6083(a)(1).

227. The certified loss of \$97,373,414.72 in American Sugar's certified claim is the presumed amount a trafficker in the Confiscated Property owes American Sugar under Title III of the Helms-Burton Act, exclusive of interest, treble damages, court costs, and reasonable attorneys' fees. *See* 22 U.S.C. § 6082(a)(2). That presumption is only "rebuttable by clear and convincing evidence." *Id.*

228. A trafficker in the Confiscated Property is liable to American Sugar for compounded interest on the presumed amount, treble damages, court costs, and reasonable attorneys' fees. *See* 22 U.S.C. § 6082(a)(3)(A) & (3)(C); 22 U.S.C. § 6082(a)(1)(A).

229. BBC USA and BBC Singapore "knowingly and intentionally": (1) "use[d]" the Confiscated Property; (2) "engage[d] in a commercial activity using or otherwise benefiting from" the Confiscated Property; and/or (3) "cause[d], direct[ed], participate[d] in, or profit[ed] from," the trafficking described in (1) and (2) by another person, or otherwise "engage[d] in" such trafficking through another person. 22 U.S.C. § 6023(13)(A).

230. Specifically, BBC USA and BBC Singapore intentionally used, trafficked in, and benefited from the Confiscated Port and caused others to use, traffic in, and benefit from the Confiscated Port by providing ship operation and chartering services in support of the BBC Moonstone Voyage and the BBC Jade Voyage. For both voyages, BBC USA and BBC Singapore knew or had reason to know that wind farm equipment would be unloaded at the Confiscated Port in January and February 2019, and that there would be a prior refueling stop in Florida.

231. For the BBC Moonstone Voyage, BBC USA also intentionally engaged in transactions to receive equipment in Texas that benefited from a prior stop at the Confiscated Port, and BBC USA knew or had reason to know of such stop—and also knew or had reason to know of the prior refueling stop in Florida.

232. With respect to the BBC Moonstone Voyage, BBC USA and BBC Singapore also intentionally and knowingly directed, caused, participated in, and profited from the use of, trafficking in, and commercial benefiting from the Confiscated Port (via Florida) by each other; by Goldwind Science, Goldwind International, and DSV; and by non-parties BBC Carriers and Energoimport.

233. With respect to the BBC Jade Voyage, BBC USA and BBC Singapore also intentionally and knowingly directed, caused, participated in, and profited from the use of, trafficking in, and commercial benefiting from the Confiscated Port (via Florida) by each other, and by non-parties BBC Chartering, DSV Ocean Transport, and Energoimport.

234. At no point in time did BBC USA or BBC Singapore use the Confiscated Property with the authorization of American Sugar. 22 U.S.C. § 6023(13).

235. BBC USA and BBC Singapore engaged in unlawful trafficking after November 1, 1996, the end of the three-month grace period the Helms-Burton Act provided after it became effective on August 1, 1996. *See* 22 U.S.C. § 6082(a)(1)(A).

236. Therefore, American Sugar is entitled to damages in the amount of the certified claim, plus applicable pre-judgment interest. American Sugar is also entitled to treble damages, court costs, reasonable attorneys' fees, and post-judgment interest. *See* 22 U.S.C. § 6082(a)(1), (3); 28 U.S.C. § 1961.

FOURTH CAUSE OF ACTION
Civil Conspiracy under Florida Law
(Against All Defendants)

237. American Sugar incorporates by reference paragraphs 1 through 236 as though fully set forth herein.

238. Each of the Defendants agreed to transport the Goldwind Equipment from China to Energoimport in Cuba via the Confiscated Port, in violation of the Helms-Burton Act.

239. Each of the Defendants knew that the Goldwind Equipment was to be delivered to Energoimport at the Confiscated Port in Cuba.

240. Each of the Defendants was aware that the shipment of the Goldwind Equipment to Energoimport at the Confiscated Port would subject them to the risk of liability or penalties under the Helms-Burton Act and/or other U.S. laws, including economic sanctions related to Cuba.

241. In order to further their conspiracy and avoid potential liabilities or penalties, Defendants implemented a scheme whereby DSV, BBC USA, and/or BBC Singapore directed the BBC Moonstone to stop in Miami to refuel and resupply before proceeding to the Confiscated Port, and in advance of and/or while in Miami, presented false legal documentation (namely, the Goldwind Documents) representing that the Goldwind Equipment would be unloaded in Miami.

242. The stopover of the BBC Moonstone in Miami was an essential aspect of Defendants' use of the Confiscated Port in violation of the Helms-Burton Act.

243. Each of Defendants aided in the scheme to transport the Goldwind Equipment from China to Energoimport in Cuba. Among other things, Goldwind International and Goldwind Science arranged for the transport of the Goldwind Equipment by sea to the

Confiscated Port. Goldwind Science reviewed and signed the Goldwind House BOL, which falsely represented that the Goldwind Equipment would be unloaded in Miami. DSV (1) was involved in planning the BBC Moonstone's route and/or requested the BBC Moonstone route the Goldwind Equipment to Miami before delivery to the Confiscated Port, (2) issued and signed the Goldwind House BOL and received and signed the Goldwind Master BOL (which also falsely represented that the Goldwind Equipment would be unloaded in Miami), and (3) provided logistics services in relation to the BBC Moonstone's stopover at Miami. As the responsible BBC Chartering entity for the Far East Region, BBC Singapore provided logistics services to the BBC Moonstone while it traveled from China with the Goldwind Equipment in BBC Singapore's assigned region. As the responsible BBC Chartering entity for the United States and Caribbean regions, BBC USA provided logistics services to the BBC Moonstone upon its entry into these regions and during the BBC Moonstone's stopover in Miami.

244. As a result of the aforementioned acts as part of their conspiracy, Defendants successfully trafficked in the Confiscated Port, without authorization from, or compensation to, American Sugar.

245. Therefore, American Sugar is entitled to damages from all Defendants in the amount of the certified claim, plus applicable pre-judgment interest. American Sugar is also entitled to treble damages, court costs, reasonable attorneys' fees, and post-judgment interest. *See* 22 U.S.C. § 6082(a)(1), (3); 28 U.S.C. § 1961.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, American Sugar demands a trial by jury in this action of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, American Sugar respectfully requests that judgment be entered in its favor and against Defendants:

1. Awarding American Sugar actual damages in the amount of the certified claim, namely \$97,373,414.72;
2. Awarding American Sugar pre-judgment compounded interest pursuant to 22 U.S.C. § 6082(a)(1)(B) accruing from the relevant dates of confiscation;
3. Awarding American Sugar treble damages pursuant to 22 U.S.C. § 6082(a)(3);
4. Ordering Defendants to pay American Sugar's reasonable attorneys' fees and costs incurred in this action pursuant to 22 U.S.C. § 6082(a)(1)(A)(ii);
5. Awarding American Sugar post-judgment interest pursuant to 28 U.S.C. § 1961; and
6. Granting all other relief that the Court deems just and proper.

Respectfully submitted,

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Exhibit 1

FOREIGN CLAIMS SETTLEMENT COMMISSION
OF THE UNITED STATES
WASHINGTON, D.C. 20579

IN THE MATTER OF THE CLAIM OF

NORTH AMERICAN SUGAR INDUSTRIES INC.
CUBAN-AMERICAN MERCANTILE CORPORATION
WEST INDIA COMPANY

Under the International Claims Settlement
Act of 1949, as amended

Claim No. CU -2622

Decision No. CU 3578

Counsel for claimants:

Covington and Burling
by John G. Laylin, Esq.

PROPOSED DECISION

This claim against the Government of Cuba, under Title V of the International Claims Settlement Act of 1949, as amended, for \$114,003.157.00 is asserted by NORTH AMERICAN SUGAR INDUSTRIES INC. based upon alleged losses resulting from certain nationalizations in Cuba. The CUBAN-AMERICAN MERCANTILE CORPORATION and the WEST INDIA COMPANY which are wholly-owned subsidiaries of NORTH AMERICAN, organized in the United States, are joined herein as co-claimants.

Under Title V of the International Claims Settlement Act of 1949 [78 Stat. 1110 (1964), 22 U.S.C. §§1643-1643k (1964), as amended, 79 Stat. 988 (1965)], the Commission is given jurisdiction over claims of nationals of the United States against the Government of Cuba. Section 503(a) of the Act provides that the Commission shall receive and determine in accordance with applicable substantive law, including international law, the amount and validity of claims by nationals of the United States against the Government of Cuba arising since January 1, 1959 for:

losses resulting from the nationalization, expropriation, intervention or other taking of, or special measures directed against, property including any rights or interests therein owned wholly or partially, directly or indirectly at the time by nationals of the United States.

Section 502(3) of the Act provides:

The term 'property' means any property, right, or interest including any leasehold interest, and debts owed by the Government of Cuba or by enterprises which have been nationalized, expropriated, intervened, or taken by the Government of Cuba and debts which are a charge on property which has been nationalized, expropriated, intervened, or taken by the Government of Cuba.

Section 502(1)(B) of the Act defines the term "national of the United States" as a corporation or other legal entity which is organized under the laws of the United States, or of any State, the District of Columbia, or the Commonwealth of Puerto Rico, if natural persons who are citizens of the United States own, directly or indirectly, 50 per centum or more of the outstanding capital stock or other beneficial interest of such corporation or entity.

The claim asserts losses sustained by NORTH AMERICAN SUGAR INDUSTRIES INC., a United States holding company. This is a company originally organized as Cuban-American Sugar Company in 1906 in New Jersey. It had two wholly-owned American subsidiaries, viz: CUBAN-AMERICAN MERCANTILE CORPORATION and the WEST INDIA COMPANY (both organized in New Jersey). WEST INDIA COMPANY in turn had four wholly-owned Cuban subsidiaries, viz: CIA. AGRICOLA SAN SEBASTIAN; CIA. AGRICOLA Y GANADERA CUBANA; ALMACENES MARINA, S.A.; and ALMACENES MERCEDITA, S.A. NORTH AMERICAN also had five wholly-owned subsidiary corporations organized in Cuba, viz: THE CUBAN-AMERICAN SUGAR MILLS COMPANY; CIA. DEL FERROCARRIL DE PUERTO PADRE; CIA. ELECTRICA DEL NORTE DE ORIENTE; PRODUCTORA ELECTRICA, S.A.; and COMPANIA DE SEGUROS DE INGENIOS, S.A. In addition it owned a 50% interest in the Cuban organized corporation called ORIENTE PRODUCTS CO.

An officer of NORTH AMERICAN SUGAR INDUSTRIES INC. has certified that more than 50% of its outstanding capital stock has been owned by United States nationals at all times pertinent hereto, and that in 1961 residents of the United States, who are presumed to be United States nationals, owned 99.327% of the outstanding capital stock of that company. The Commission holds that the three claimants are nationals of the United States within the meaning of Section 502(1)(B) of the Act.

The Commission finds that all of the subsidiaries heretofore mentioned were intervened by the Government of Cuba on July 20, 1960 under Resolution No. 195. The parent company was thereafter listed as nationalized in Resolution 1 (pursuant to Law 851) published in the Cuban Official Gazette on August 6, 1960.

The Act provides in Section 503(a) that in making determinations with respect to the validity and amount of claims and values of properties, rights, or interests taken, the Commission shall take into account the basis of valuation most appropriate to the property and equitable to the claimant, including but not limited to fair market value, book value, going concern value, or cost of replacement.

The question, in all cases, is to determine the basis of valuation which, under the particular circumstances, is "most appropriate to the property and equitable to the claimant". The Commission has concluded that this phraseology does not differ from the international legal standard that would normally prevail in the evaluation of nationalized property and that it is designed to strengthen that standard by giving specific bases of valuation that the Commission shall consider; i.e., fair market value, book value, going concern value, or cost of replacement.

In support of the values claimed for the losses sustained, claimants have submitted an appraisal of the physical properties of the subsidiaries based upon 1959 replacement costs less depreciation to the time of loss. It appears that the appraiser had inspected the various properties on many occasions and had determined the value of the cane lands in Pinar del Rio as recently as 1960. Photographs of the sugar mills and their equipment; aerial photos; descriptive lists of risks covered by insurance policies; engineering surveys; maps; statements of non-capital assets; and a report to the Department of State in 1961 asserting the values of the confiscated properties, all appear in the record before us. Based upon all the evidence of record the Commission finds that the values most appropriate to the property and equitable to the claimants are as follows:

1. CUBAN-AMERICAN MERCANTILE CORPORATION

This corporation was a New Jersey corporation whose function was the purchase of supplies for the Cuban-American Sugar Mills Company and the sale of that company's products. The company had no capital assets on July 20, 1960 but has shown that its non-capital assets on that date consisted of the following:

Cash in banks		\$12,226.22
Cash on hand		2,000.00
Accounts Receivable		
For molasses	\$ 7,778.08	
For goods & services	25,477.28	
From cane farmers	<u>1,644.75</u>	34,900.11
Investments		3,200.00
Deferred charges		<u>62.13</u>
Total Non-capital Assets		\$52,388.46

It is noted that the investments of this company consisted of one share of Series A Havana Biltmore Yacht and Country Club stock listed at \$3,200.00. The Commission has heretofore determined the value of one share of Series A stock of the Havana Biltmore Yacht and Country Club to be \$3,500.00, and that the Club had been intervened by the Government of Cuba on March 19, 1960.

(See Claim of Arman E. Becker, Jr., Claim No. CU-1094.) The Commission concludes that the amount of loss sustained by the CUBAN-AMERICAN MERCANTILE CORPORATION under this section amounted to \$52,688.46 (including an additional \$300.00 includible value on the Country Club stock).

2. WEST INDIA COMPANY

This company was incorporated in the State of New Jersey and was the owner of four Cuban corporations in July, 1960. The losses sustained through its wholly-owned Cuban subsidiaries are:

A. CIA. AGRICOLA SAN SEBASTIAN

This company owned 280.068 caballerias of land or 9,288 acres (at 33.162 acres per cab) used for the cultivation of sugar cane. This land had a high value based upon its cane yield. In addition to the land the company owned agricultural equipment and field buildings valued as follows:

Buildings and Equipment

89 field buildings, including 6 windmills, wells, and tanks	\$ 30,000.00	
9 tractors, 85 carts and wagons 190 plows, 35 cultivators	125,000.00	
Miscellaneous implements, furniture and fixtures	<u>5,000.00</u>	\$ 160,000.00

Lands

130.82 cabs of cane lands		
67.73 harvested	\$475,000.00	
63.09 not harvested	265,000.00	
4,500,000 harvested cane stools	450,000.00	
3,800,000 not harvested cane	190,000.00	\$1,380,000.00
18.142 cabs other crops		30,000.00
38.182 cabs, pasture		240,000.00
15.510 cabs, bateys and roads		25,000.00
59.367 cabs, forests		326,000.00
26.043 cabs, reserve land		<u>91,000.00</u>
Total Buildings & Lands		\$2,252,000.00

Non-Capital Assets and Liabilities:

Assets

Cash in Banks	\$ 36.27	
Accounts Receivable	2,157.10	
Inventories	5,394.53	
Work Animals	11,700.00	
Shares of Ferrocarriles Occidentales de Cuba	5,060.08	
Prepaid Taxes	514.72	
Unexpired Insurance	5,058.37	
Cultivation Expenses	<u>32,942.75</u>	\$ 62,863.82

Liabilities

Accounts Payable	\$25,169.79	
Accrued liabilities	<u>135.24</u>	<u>25,305.03</u>

Non-Capital Assets less Liabilities \$ 37,558.79

Total Loss - Cia. Agricola San Sebastian \$2,289,558.79

It should be noted that Cia. Agricola San Sebastian and other subsidiaries valued their investment in the Ferrocarriles Occidentales de Cuba, S.A. at 50% of their original cost. Ferrocarriles Occidentales de Cuba, S.A. stock was owned by the Cuban Government and private investors with the provision that certain taxes would be forgiven its stockholders. In another case the value of those shares was heretofore determined by the Commission to be the original cost. (See Claim of Ruth Anna Haskew, Claim No. CU-0849.) The Haskew value is the one used herein for the loss of such shares by Cia. Agricola San Sebastian and the other companies having such an investment.

B. CIA. AGRICOLA Y GANADERA CUBANA

Compania Agricola y Granadera Cubana owned 1,197.56 caballerias which was cultivated mostly in sugar cane and pasture grasses. Its properties also included field buildings, agricultural equipment, water tanks, windmills, fences and cattle. The land had a good yield of sugar cane but not as high as the land belonging to Cia. Agricola San Sebastian. Its losses are valued as follows:

Buildings and Equipment

120 field buildings	\$ 120,000.00	
Scale hoists, 24 windmills		
12 water tanks, fences,		
Miscellaneous equipment	100,000.00	
Furniture & Fixtures	7,500.00	
Carts & Wagons	130,000.00	
Agricultural Implements	50,000.00	
Trucks & Tractors (30)	<u>250,000.00</u>	\$ 657,500.00

Lands

1,197.56 cabs	\$5,917,500.00	
12,000,000 arrobas, cane stubble		
3,390,000 arrobas, standing cane	<u>1,370,000.00</u>	<u>\$7,287,500.00</u>
Total Buildings, Machinery & Lands		<u>\$7,945,000.00</u>

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$ 2,200.91	
Cash on hand	6,268.68	
Accounts Receivable	1,708.33	
Materials & Supplies	3,065.63	
Inventory, planted & growing cane	57,071.90	
Livestock	695,975.50	
Breeding mares	8,654.52	
Work animals	130.55	
Shares of Ferrocarriles		
Occidentales de Cuba	223,900.00	
Subscription of Ferrocarriles		
Occidentales shares	10,926.04	
Banco de los Colonos bonds	904.00	
Unexpired insurance	677.28	
Cultivation expenses	<u>56,233.42</u>	\$1,067,716.76

Liabilities

Accounts Payable	\$ 46,530.83	
Accrued liabilities	977.83	<u>47,508.66</u>

Non-Capital Assets less Liabilities \$1,020,208.10

Total Loss - Cia. Agricola y Ganadera Cubana \$8,965,205.10

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C. ALMACENES MARINA, S.A.

Almacenes Marina, S.A. was the owner of two warehouse buildings in Cardenas, Province of Matanzas, Cuba which were used for the storage of raw and refined sugars for the Cardenas Sugar Refinery. The value of the warehouses, equipment and land is:

Warehouse No. 6, 1,990 square meters and Warehouses 6-A and 6-B (one building) 2,600 square meters, both of structural steel	\$ 125,000.00
1,000 wooden platforms	5,000.00
Land	<u>50,000.00</u>
Total Capital Assets	\$ <u>180,000.00</u>

Non-Capital Assets and Liabilities:

Assets

Cash in bank	\$ 84.44
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Liabilities

<u>None</u>

Non-Capital Assets less Liabilities

<u>84.44</u>

Total Loss - Almacenes Marina, S.A.

\$ 180,084.44

D. ALMACENES MERCEDITA, S.A.

This company owned three warehouses and marine equipment at Mercedita, Province of Pinar del Rio. All of the raw sugar which was not shipped directly from production in Central Mercedita was stored in the warehouses.

The value of its properties on July 20, 1960 was:

Marine Equipment, consisting of a 37-foot tug, wooden hull, 53 horse- power diesel engine	\$ 14,000.00
Warehouse No. 61, 990 square meters concrete block, steel roof frame, galvanized sheeting; Warehouse No. 68, 800 square meters brick walls, wooden roof frame, concrete flooring and adjoining shed; Warehouse No. 85, 1,000 square meters stucco walls, tile roof	90,000.00
Land, 3,160.71 square meters	<u>10,000.00</u>
Total Capital Assets	\$ <u>114,000.00</u>

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$	110.62	
Accounts Receivable		<u>436.79</u>	\$ 547.41

Liabilities

Accrued Liabilities		436.79	<u>436.79</u>
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Non-Capital Assets less Liabilities

	\$	<u>110.62</u>
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<u>Total Loss - Almacenes Mercedita, S.A.</u>	\$	114,110.62
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The total loss suffered by the WEST INDIA COMPANY as a result of the nationalization of the above four Cuban subsidiaries is \$11,548,958.95.

3. THE CUBAN-AMERICAN SUGAR MILLS COMPANY

The Cuban-American Sugar Mills Company was a wholly-owned Cuban subsidiary of NORTH AMERICAN SUGAR INDUSTRIES INC., the principal operating company which owned three raw sugar mills in Cuba known as Central Mercedita, Central Chaparra, and Central Delicias and approximately 429,000 acres of land in the Provinces of Oriente and Pinar del Rio. This subsidiary also owned a sugar refinery at Cardenas, Cuba.

A. Central Mercedita

This property was located in Pinar del Rio and included a sugar mill with a capacity of 2,000 tons of cane every 24 hours, 439.90 caballerias of land (14,588 acres), its own railroad to bring cane to the mill and the raw sugar to the wharf, which it also owned, at Cabanas Bay. The quality of the cane lands was excellent as evidenced by their high yield. The land was used for varying purposes; 277.17 cabs for cane lands, 80.13 for pasture, 26.12 for other crops, 21.62 for bateys (living areas) and roads, and 34.86 for reserve lands.

The buildings at Central Mercedita included the mill building and boiler house of 6,500 square meters, mill supply building, carpenter and cart shop, cart storage building, gas and alcohol storage building, slaughter house, agricultural equipment storage, school, church, office, store, 6 frame barracks, 6 large frame barracks, 1 brick, 16 brick dwellings, 66 frame dwellings. It was equipped with the necessary electric, water, railroad facilities in addition to the rolling stock, wharf, telephone system, laboratory equipment, field and agricultural equipment and factory machinery.

The values determined for the capital assets are:

Land and Crops

146 cabs, harvested cane land	\$1,000,000.00	
131 cabs, not harvested	540,000.00	
9,671,939 arrobas harvested cane	977,000.00	
8,500,000 arrobas unharvested cane	425,000.00	
80.13 cabs of pasture	500,000.00	
26.12 cabs with crops	80,000.00	
21.62 cabs of bateys, roads	31,000.00	
34.86 cabs, reserve lands	<u>120,000.00</u>	
Total Value of Land and Crops		\$3,673,000.00

Buildings, Installations and Equipment

Batey and factory buildings and installations	\$ 700,000.00	
Agricultural department, furniture and fixtures, water stations, telephone system, laboratory, and wharf	185,000.00	
Railroad track, bridges and rolling stock	1,260,000.00	
Cane weighing and unloading equipment	40,000.00	
Cane grinding equipment	500,000.00	
Furnace and boiler equipment	375,000.00	
Factory piping system	70,000.00	
Clarification Plant	110,000.00	
Evaporating Plant	310,000.00	
Crystallizers and centrifugals	200,000.00	
Electric plant and power lines	80,000.00	
Factory Pumps	35,000.00	
Machine and Carpenter Shops	<u>75,000.00</u>	
Total Buildings, Instal- lations, etc.		\$3,940,000.00

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$ 81,915.29	
Cash on hand	8,280.07	
Accounts Receivable		
Deposits	503.10	
Cane Farmers	84.25	
General Debtors	7,818.80	
Inventories		
Materials and Supplies	102,523.95	
Small tools	7,706.30	
Work Animals	2,303.00	
Unexpired Insurance	<u>264.77</u>	\$ 211,399.53

Liabilities

Accounts Payable		
To Cane Farmers	\$ 341,374.66	
General Creditors	179,264.48	
Accrued Liabilities		
Payroll	2,379.34	
Vacation compensation	1,564.07	
Other	<u>792.69</u>	<u>525,375.24</u>

Non-Capital Assets less Liabilities (\$313,975.71)

Total Loss - Central Mercedita \$7,299,024.29

B. Centrals Chaparra and Delicias

The sugar estate comprising Centrals Chaparra and Delicias and about 300,000 acres of land was the largest of its type in the world. The area was approximately 42 by 30 miles having within its boundaries the sugar factories, towns, railroad lines, high voltage power lines, main roads, a large protected port, cane lands, orchards, pastures and forests. The total population of this area in 1959 was estimated to be near 75,000. The land comprising 9,021.93 caballerias was allocated to cane lands - 3,936.63 cabs, other crops - 580.27 cabs, pasture - 1,477.97 cabs, natural resources - 454.91 cabs, industrial area - 113.01 cabs, bateys and towns - 233.99 cabs, city property - 35.72 cabs, reserve land - 1,772.47 cabs, and additional land in shore area - 416.96 cabs.

Central Chaparra mill had a capacity of 9,100 tons per day and the buildings and installations for this Central included the following: Factory buildings, consisting of a boiler house, mill supply house, mill house, boiling house, scale house, bag storage, and sugar storage; batey buildings and installations consisting of one kilometer of canal, a concrete dam, cooling ponds, water pumping station at dam, molasses tank with a capacity of 445,000 gallons and one of 270,000 gallon capacity, carpenter shop, brick school, brick barracks, hospital unit of several buildings, restaurant and hotel, drug store and meat market, bakery, garage, railroad station, apartment building, 62 brick dwellings, 250 frame dwellings, 3 large frame barracks, 7 brick barracks and various other buildings necessary for a living complex, plus sewerage and water supply, telephone facilities, 143.118 kilometers of railroad lines and railroad equipment of 20 locomotives and 2,311 cars.

Central Delicias mill was one of the largest in Cuba and had a daily capacity of 11,200 tons of cane. Its buildings and installations included the following: Warehouse of 5,640 square meters, scale house, car repair shop, locomotive shop, foundry, machine shop, mill and boiler houses, electric plant, ice plant, diesel fueling station, 500,000 gallon fuel oil tank, salt water reservoir, heptane tanks, telephone system, 5 frame barracks, 3 brick barracks, school, police headquarters, 3 H-type barracks, 175 frame dwellings, 50 brick dwellings, railroad lines, 315.539 kilometers of railroad track and distillery.

The values determined for the capital assets are:

Land and Crops of Centrals Chaparra and Delicias

2,850 cabs, harvested cane land	\$15,200,000.00
1,087 cabs, not harvested	3,480,000.00
985,255 arrobas harvested cane	98,523.00
500,000 arrobas unharvested cane	25,000.00
580.27 cabs, other crops	1,740,000.00
1,477.97 cabs, pasture lands	9,200,000.00
454.91 cabs, natural resources	2,500,000.00
347.00 cabs, industrial bateys	694,000.00
35.72 cabs, city lands	192,000.00
416.96 cabs, shore property	416,000.00
1,772.47 cabs, reserve lands	<u>6,200,000.00</u>

Total Value of Land and Crops of
Centrals Chaparra and Delicias

\$39,645,523.00

Buildings, Installations and Equipment - Chaparra

Batey and factory buildings and installations	\$ 3,200,000.00
Cane weighing and unloading equipment	180,000.00
Cane grinding equipment	2,200,000.00
Furnace and boiler equipment	1,250,000.00
Clarification Plant	350,000.00
Evaporation Plant	600,000.00
Crystallizers, centrifugals	600,000.00
Electric Plant, power lines	950,000.00
Factory pipe lines, valves	250,000.00
Telephone System	75,000.00
Ice plant, lime kiln, construction machinery	75,000.00
Carpenter shop, machinery, loco- motive and blacksmith	150,000.00
Transportation equipment	7,200,000.00
Other properties	450,000.00
Factory pumps	75,000.00
Electric motors	50,000.00
Laboratory	<u>10,000.00</u>

Total Chaparra Buildings,
Equipment & Installations

\$17,665,000.00

Buildings, Installations and Equipment - Delicias

Batey and factory buildings and installations	\$ 2,750,000.00
Cane weighing and unloading equipment	220,000.00
Milling equipment	1,900,000.00
Furnace & boiler equipment	1,100,000.00
Factory pipe lines & valves	300,000.00
Clarification Plant	575,000.00
Evaporating Plant	800,000.00
Crystallizers, centrifugals	700,000.00
Electric plant & power lines	1,000,000.00
Factory pumps	100,000.00
Electric motors	75,000.00
Laboratory	10,000.00
Furniture, fixtures, tools	150,000.00
Construction machinery, foundry, ice plant, machinery & blacksmith shop, stone crusher	300,000.00
Locomotive repair shop, railroad buildings & sand drier	250,000.00

Watering stations	\$ 15,000.00	
Car repair shop	50,000.00	
Scale and scale houses	75,000.00	
Water pumping stations and wells	400,000.00	
Building at San Manuel (railroad)	50,000.00	
Railroad Track	4,000,000.00	
Tractors and trucks	150,000.00	
Distillery	<u>780,000.00</u>	
Total Buildings, Installations and Equipment		\$15,750,000.00

Non-Capital Assets and Liabilities of Chaparra and Delicias:

Assets

Cash in banks	\$ (186,747.77)	
Cash on hand	28,528.38	
Accounts Receivable		
For goods & services	34,310.96	
From cane farmers	22,812.95	
From general debtors	56,844.33	
Inventories		
Materials & supplies	1,513,240.19	
Small tools	71,626.75	
Planted & growing cane	7,133.15	
Livestock	4,724.00	
Deferred Charges		
Prepaid Taxes	15,985.47	
Unexpired Insurance	<u>3,381.64</u>	
Total Non-Capital Assets		\$ 1,571,840.05

Liabilities

Accounts Payable		
Cane farmers	\$ 1,851,490.88	
General creditors	501,866.98	
Accrued Liabilities		
Payroll	37,031.25	
Vacation compensation	38,625.58	
Taxes other than Income	<u>47,895.18</u>	
Total Liabilities		\$ 2,476,909.87

Non-Capital Assets less Liabilities \$ (905,069.82)

Total Loss - Centrals Chaparra and Delicias \$72,155,453.18

C. Cardenas Refinery

The Cardenas Refinery of the Cuban-American Sugar Mills Company was located in the north coast port of Cardenas in the Province of Matanzas. It had a capacity of 6,000 100-pound units of refined sugar per day. Its physical assets include 14,000 square meters of waterfront property, wharves, railroad sidings, buildings and refinery equipment. The values for the capital assets are:

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Land	\$	180,000.00	
Wharves		25,000.00	
Railroad Sidings		20,000.00	
Refinery building, garage, railroad equipment, tanks, furniture & fixtures, lighting system, water supply		240,000.00	
Machinery & Equipment Char & filter houses, clarifiers, boiler house transformers, fire fighting equipment, water softening plant, machine shop		<u>400,000.00</u>	
Total Value Capital Assets	\$		865,000.00

Non-Capital Assets and Liabilities:

Assets

Cash on hand	\$	2,500.00	
Accounts Receivable		153.00	
Inventory, raw sugar		8,979.78	
Prepaid Taxes		11.89	
Unexpired Insurance		<u>440.79</u>	
Total Assets	\$		12,085.46

Liabilities

Vacation compensation	\$	300.95	
Taxes other than Income		<u>592.05</u>	
Total Liabilities			<u>893.00</u>

Non-Capital Assets less Liabilities \$ 11,192.46

Total Loss - Cardenas Refinery \$ 876,192.46

D. Commercial Department and Havana Office

These departments of the Cuban-American Sugar Mills Company were not engaged in the production of sugar and had no capital assets.

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$	303,535.69	
Cash on hand		17,235.71	
Accounts Receivable			
From Cuban Government for molasses		792,188.16	
" " " " for goods & services		3,877.28	
" " " Deposits		149,416.89	
From cane farmers		1,680.27	
From general debtors		10,428.59	
Inventories			
Raw sugar		9,127,974.00	
Merchandise for sale		88,282.37	
Prepaid Taxes		237.18	
Unexpired Insurance		<u>56,840.06</u>	
Total Non-Capital Assets			\$10,551,696.20

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<u>Liabilities</u>		
Notes Payable to Banks	\$3,500,000.00	
Accounts Payable		
To cane farmers	13,896.16	
To general creditors	239,011.54	
To depositors	<u>126,587.34</u>	
Total Liabilities		\$ <u>3,879,495.04</u>
<u>Non-Capital Assets less Liabilities</u>		\$ <u>6,672,201.16</u>
<u>Total Loss - Commercial Department and Havana Office</u>		\$ 6,672,201.16

4. CIA. DEL FERROCARRIL DE PUERTO PADRE

The Compania del Ferrocarril de Puerto Padre was a Cuban railroad company having 484.9 kilometers of track with the necessary rolling stock and operated a passenger and freight service in the area of Puerto Padre, Chapparra, Delicias, Velazco and Sabanaso, Cuba, in addition to hauling sugar cane over its lines. The company also owned and operated the shipping port at Cayo Juan Claro with warehouses, docks, tanks and other facilities for transporting, storing and shipping raw sugar and molasses. The company had 56.8575 caballerias of land, railroad tracks, bridges, 6 stations, 8 passenger shelters, 19 barracks, 19 shelters and switch houses, 48 railroad cars, and 32 locomotives of various sizes. At the shipping port were located fuel oil tanks, molasses tanks, pump houses, electric substation, 52 dwellings, 7 barracks, office buildings, warehouses, piers, and shops.

The capital assets are valued at the following:

Land, 56.8575 cabs	\$ 211,000.00	
Railroad track, bridges and culverts	1,855,000.00	
Railroad stations & buildings	200,000.00	
Railroad cars	100,000.00	
Locomotives	800,000.00	
Port of Cayo Juan Claro, Docks, Warehouses and other installations	2,228,000.00	
Telephone system, light and power systems, marine structures, furniture and fixtures	<u>356,000.00</u>	
Total Capital Assets		\$ 5,750,000.00

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$	29,548.33	
Cash on hand		16,338.34	
Accounts Receivable			
From Cuban Government		53,629.60	
From general debtors		97,180.61	
Inventories			
Material & supplies		105,518.80	
Small tools		6,086.40	
Shares Ferrocarriles Occidentales		500.00	
Deferred Charges			
Prepaid Taxes		57.55	
Unexpired Insurance		17.77	
Retirement Tax Stamps		1,473.74	
Total Assets			\$ 310,351.14

Liabilities

Accounts Payable	\$	3,581.87	
Accrued Liabilities			
Payroll		17,148.01	
Vacation compensation		47,189.16	
Other		39,210.80	
Provision for Profit Tax		210,549.99	
Total Liabilities			<u>317,679.83</u>

Non-Capital Assets less Liabilities \$ (7,328.69)

Total Loss - Cia. del Ferrocarril de Puerto Padre \$5,742,671.31

5. CIA. ELECTRICA DEL NORTE DE ORIENTE

Compania Electrica del Norte de Oriente distributed electric power to the communities of Holguin, Puerto Padre and Gibara in the northern part of the Province of Oriente, Cuba. It owned 30,349 square meters of land in Holguin and 683 square meters in Gibara plus some 106 transformers, automotive equipment, meters, transmission lines and buildings.

The value of these capital assets as of July 20, 1960 is determined to be:

Land	\$	80,000.00	
Machinery & Equipment		380,000.00	
Automotive Equipment		6,000.00	
Furniture & Fixtures		20,000.00	
Meters		130,000.00	
Buildings and substations		180,000.00	
Transmission lines		954,000.00	
Total Value of Properties			\$1,750,000.00

Non-Capital Assets and Liabilities:

Assets

Cash in banks	\$	1,012.64	
Cash on hand		20,763.09	
Accounts Receivable			
From Cuban Government		122,137.84	
General debtors		196,971.56	
Inventories			
Materials and supplies		91,343.16	
Small tools		2,960.22	
Shares Ferrocarriles Occidentales		1,700.00	
Banco de los Colonos Bonds		1,634.27	
Deferred Charges		254.98	
Total Assets			\$ 438,777.76

Liabilities

Accounts Payable			
General creditors	\$	18,037.06	
Depositors		84,104.61	
Total Liabilities			<u>102,141.67</u>

Non-Capital Assets less Liabilities \$ 336,636.09

Total Loss - Cia. Electrica del Norte de Oriente \$2,086,636.09

6. PRODUCTORA ELECTRICA, S.A.

This company produced electric current and sold it to the Compania Electrica del Norte de Oriente. The company owned the generating equipment, some transformers and a transmission line. The value of its capital assets on July 20, 1960 was:

Machinery and equipment consisting of			
(1) generating steam plant, installed in 1952, with boilers, refractories and insulators, instruments, evaporators, condensers, pumps, heaters;			
(2) a 7,500 kilowatt turbogenerator;			
(3) a kilovolt general switchgear; and			
(4) a substation at Central Delicias plus cables and transformers		\$1,500,000.00	
Transmission lines consisting of two lines running a distance of 15 miles with the necessary steel towers and transformers		<u>400,000.00</u>	
Total Value of Capital Assets			\$1,900,000.00

Non-Capital Assets and Liabilities:

Assets

Cash in bank	\$	1,473.64	
Accounts Receivable		36.49	
Inventory, materials & supplies		89,948.82	
Shares, Ferrocarriles Occidentales		1,000.00	
Deferred Charges		254.15	
Total Assets			\$ 92,713.10

<u>Liabilities</u>		
Accounts Payable	\$ 54,737.21	
Total Liabilities		\$ <u>54,737.21</u>
<u>Non-Capital Assets less Liabilities</u>		
		\$ <u>37,975.89</u>
<u>Total Loss - Productora Electrica, S.A.</u>		
		\$1,937,975.89

7. COMPANIA DE SEGUROS DE INGENIOS, S.A.

Compania de Seguros de Ingenios, S.A. was a Cuban corporation whose business consisted of underwriting the compensation risks of the Cuban-American Sugar Mills Company and its subsidiaries in Cuba. This company had no capital assets and its non-capital assets and liabilities were as follows:

<u>Assets</u>		
Cash in banks	\$ 33,191.84	
Cash on hand	500.00	
Accounts Receivable	100,210.49	
Deferred Charges	<u>4.39</u>	
Total Assets		\$ 133,906.72
<u>Liabilities</u>		
Accounts Payable	\$ 50.00	
Accrued Liabilities	<u>17,494.87</u>	
Total Liabilities		\$ <u>17,544.87</u>
<u>Non-Capital Assets less Liabilities</u>		
		\$ <u>116,361.85</u>
<u>Total Loss - Cia. de Seguros de Ingenios, S.A.</u>		
		\$ 116,361.85

8. ORIENTE PRODUCTS COMPANY

The Oriente Products Company was a Cuban corporation owned in equal shares by NORTH AMERICAN SUGAR INDUSTRIES INC. and S. C. Johnson & Son, Inc. Its business was to extract wax from the sugar cane and refine it. The extraction plants were located at Central Chaparra and Central Delicias and were built in 1947 and 1952, respectively. The value of the capital assets of the Company as of July 20, 1960 was:

Chaparra Extraction Plant including a building, conveyors, heaters, tanks, pumps and instruments	\$320,000.00	
Delicias Extraction Plant including a building, railroad siding, road, conveyors, extraction equipment, warehouse and control instruments	<u>630,000.00</u>	
Total Capital Assets		\$ 950,000.00

Value of 50% Interest - \$475,000.00

Non-Capital Assets and Liabilities for the 50% interest owned by NORTH AMERICAN SUGAR INDUSTRIES INC.:

<u>Assets</u>		
Cash in bank	\$ 102.95	
Inventory, materials & supplies	7,021.06	
Shares, Ferrocarriles Occidentales	550.00	
Deferred Charges	<u>129.06</u>	
Total Assets		\$ 7,803.07
<u>Liabilities</u>		
Accounts Payable	\$ <u>10,280.58</u>	
Total Liabilities		<u>10,280.58</u>
<u>Non-Capital Assets less Liabilities</u>		\$ <u>(2,477.51)</u>
<u>Total Loss for a 50% Interest in Oriente Products Company</u>		\$472,522.49

OTHER CLAIMS1. Good Will

Claim has also been asserted for the sum of \$5,166,737.00 for the loss of good will for certain of the companies. To substantiate this, claimant NORTH AMERICAN SUGAR INDUSTRIES INC. has submitted, among other things, a computation based on earnings for the years 1908-11 for the companies hereinafter mentioned. This was prepared by its attorney setting forth the basis for the amount claimed. In the Summary of Valuation of Assets filed with the claim form, it is stated that in 1906, NORTH AMERICAN SUGAR INDUSTRIES INC. (formerly The Cuban-American Sugar Company) purchased for stock with a value of \$11,605,000.00 the stock of the Cuban companies which then had a "book value" of \$6,438,262.06. The difference between the value of the assets and the purchase price, amounting to \$5,166,738.00, was carried on the books of the purchasing company as "Good Will" until 1934 when it was written off against "Earned Surplus". The claimant's computation states: "The circumstances of the 1930's indicated to the Board of Directors of the corporation that it was unwise to continue to carry 'Good Will' at original cost in perpetuity."

In the Commission's view the Memorandum of Computation indicates that there was no separate good will value for these particular assets in 1960. The proper way to establish such a value would be for claimant to submit evidence of good will, if any, of the entire business as a going concern. This it did not do.

The Commission therefore finds that there is insufficient evidence of record upon which to make a finding of value for good will in 1960. Accordingly, this portion of the claim is denied.

2. Trans-Cuba Oil Company

NORTH AMERICAN SUGAR INDUSTRIES INC. also owned a stock interest in the Trans-Cuba Oil Company. In the Claim of D. R. Wimberly (Claim No. CU-3417, which we incorporate herein by reference), we held that the properties owned or controlled by Trans-Cuba were nationalized or otherwise taken by the Government of Cuba on November 23, 1959; that the value per share was \$0.1198; and that this type of claim is compensable to an American national under the facts and conditions set forth therein.

On the basis of evidence in the record in the instant case, the Commission finds that claimant NORTH AMERICAN SUGAR INDUSTRIES INC. comes within the terms of the Wimberly decision; that it has been the owner of 120,000 shares of stock in the Trans-Cuba Oil Company since prior to November 23, 1959; and that it suffered a loss in the amount of \$14,376.00 through the nationalization of that company.

3. Perfect Fit Corporation

The record establishes that the Cuban-American Sugar Mills Company had an investment (as a stockholder) in the Bolivian-American Oil Company for which claim is made. The Bolivian-American Oil Company was organized in the State of Delaware and later merged in 1961 with the Perfect Fit Corporation, a Pennsylvania corporation. In order for a stockholder to maintain a claim on its own behalf it must show that the corporation itself is not qualified to do so. Here NORTH AMERICAN SUGAR INDUSTRIES INC., et al, have failed to show that the Perfect Fit Corporation is not qualified to assert its own claim, and thus this portion of the claim is denied.

SUMMARY

The Commission finds that the losses suffered by claimants within the meaning of Title V of the Act are as follows:

1. CUBAN-AMERICAN MERCANTILE CORPORATION	\$	52,688.46
2. WEST INDIA COMPANY		
A. Cia. Agricola San Sebastian	\$	2,289,558.79
B. Cia. Agricola y Granadera		8,965,205.10
C. Almacenes Marina, S.A.		180,084.44
D. Almacenes Mercedita, S.A.		<u>114,110.62</u>
		11,548,958.95

NORTH AMERICAN SUGAR INDUSTRIES INC. for the following:

3.	Cuban-American Sugar Mills Co.		
	A. Central Mercedita	\$ 7,299,024.29	
	B. Chaparra & Delicias	72,155,453.18	
	C. Cardenas Refinery	876,192.46	
	D. Commercial Department and Havana Office	6,672,201.16	
4.	Cia. del Ferrocarril de Puerto Padre	5,742,671.31	
5.	Cia. Electrica del Norte de Oriente	2,086,636.09	
6.	Productora Electrica, S.A.	1,937,975.89	
7.	Compania de Seguros de Ingenios, S.A.	116,361.85	
8.	Oriente Products Company	472,522.49	
	Investment in Trans-Cuba Oil Co.	<u>14,376.00</u>	
			\$ <u>97,373,414.72</u>
	Total Losses		\$108,975,062.13

The Commission has decided that in certification of losses on claims determined pursuant to Title V of the International Claims Settlement Act of 1949, as amended, interest should be included at the rate of 6% per annum from the date of loss to the date of settlement (see Claim of Lisle Corporation, Claim No. CU-0644), and in the instant case it is so ordered.

CERTIFICATIONS OF LOSS

The Commission certifies that CUBAN-AMERICAN MERCANTILE CORPORATION suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Fifty-two Thousand Six Hundred Eighty-eight Dollars and Forty-six Cents (\$52,688.46) with interest at 6% per annum from March 19, 1960 on \$3,500.00 and from July 20, 1960 on \$49,188.46 to the date of settlement;

The Commission certifies that WEST INDIA COMPANY suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Eleven Million Five Hundred Forty-eight Thousand Nine Hundred Fifty-eight Dollars and Ninety-five Cents (\$11,548,958.95) with interest thereon at 6% per annum from July 20, 1960 to the date of settlement; and

The Commission certifies that NORTH AMERICAN SUGAR INDUSTRIES INC. suffered a loss, as a result of actions of the Government of Cuba, within the scope of Title V of the International Claims Settlement Act of 1949, as amended, in the amount of Ninety-seven Million Three Hundred Seventy-three Thousand Four Hundred Fourteen Dollars and Seventy-two Cents (\$97,373,414.72) with interest at 6% per annum from November 23, 1959 on \$14,376.00 and from July 20, 1960 on \$97,359,038.72 to the date of settlement.

Dated at Washington, D. C.,
and entered as the Proposed
Decision of the Commission

MAR 26 1969

Leonard v. B. Sutton

Leonard v. B. Sutton, Chairman

Theodore Jaffe

Theodore Jaffe, Commissioner

Sidney Freidberg

Sidney Freidberg, Commissioner

NOTICE TO TREASURY: The above-referenced securities may not have been submitted to the Commission or if submitted, may have been returned; accordingly, no payment should be made until claimants establish retention of the securities for the loss here certified.

The statute does not provide for the payment of claims against the Government of Cuba. Provision is only made for the determination by the Commission of the validity and amounts of such claims. Section 501 of the statute specifically precludes any authorization for appropriations for payment of these claims. The Commission is required to certify its findings to the Secretary of State for possible use in future negotiations with the Government of Cuba.

NOTICE: Pursuant to the Regulations of the Commission, if no objections are filed within 15 days after service or receipt of notice of this Proposed Decision, the decision will be entered as the Final Decision of the Commission upon the expiration of 30 days after such service or receipt of notice, unless the Commission otherwise orders. (FCSC Reg., 45 C.F.R. 531.5(e) and (g), as amended, 32 Fed. Reg. 412-13 (1967).)

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 law, except as provided 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 Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS NORTH AMERICAN SUGAR INDUSTRIES, **DEFENDANTS** XINJIANG GOLDWIND SCIENCE & TECHNOLOGY CO., LTD., et al.

(b) County of Residence of First Listed Plaintiff **NEW YORK, NY** County of Residence of First Listed Defendant
(EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Attorneys (If Known)
Mandel & Mandel LLP, 169 E. Flagler Street, Suite 1224, Miami, FL 33131 (305) 374-7771

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

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) **III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input type="checkbox"/> Citizen of This State	<input type="checkbox"/> 1 PTF	<input type="checkbox"/> 1 DEF	<input type="checkbox"/> Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 PTF	<input type="checkbox"/> 4 DEF
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2 PTF	<input type="checkbox"/> 2 DEF	<input type="checkbox"/> Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 PTF	<input type="checkbox"/> 5 DEF
		<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 PTF	<input type="checkbox"/> 3 DEF	<input type="checkbox"/> Foreign Nation	<input type="checkbox"/> 6 PTF	<input type="checkbox"/> 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only) **Click here for: Nature of Suit Code Descriptions**

CONTRACT		TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	<input checked="" type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 404 State Reapportionment	<input type="checkbox"/> 430 Commerce
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 440 Deportation	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud			<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending			<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage			<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 890 Other Statutory Actions	<input checked="" type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability			<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability				<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice				<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act	<input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY		CIVIL RIGHTS		PRISONER PETITIONS		SOCIAL SECURITY		FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 530 General	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 444 Amer. w/Disabilities - Employment	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
	<input type="checkbox"/> 448 Education		<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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 Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE: **DOCKET NUMBER:**

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): Title III of the Helms-Burton Act, 22 USC Sections 6081-85; Unlawful trafficking in property confiscated by Cuba.

LENGTH OF TRIAL via 20 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** In excess of \$100 million. **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

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

DATE June 15, 2020 SIGNATURE OF ATTORNEY OF RECORD David S. Mandel