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6 Attorneys for Plaintiff Hapag-Lloyd  
Aktiengesellschaft  
7

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 HAPAG-LLOYD  
AKTIENGESELLSCHAFT,

12 Plaintiff,

13 v.

14 ARCH RECYCLING RESOURCES  
15 LLC.

16 Defendant.  
17

Case No. 2:25-cv-11499

**Action Filed: December 2, 2025**

**VERIFIED COMPLAINT IN  
ADMIRALTY FOR MARITIME  
ATTACHMENT AND  
GARNISHMENT PURSUANT TO  
FEDERAL RULES OF CIVIL  
PROCEDURE SUPPLEMENTAL  
RULE B**

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18  
19 Plaintiff, Hapag-Lloyd Aktiengesellschaft (“Hapag” or “Plaintiff”), by and  
20 through its attorneys, Collier Walsh Nakazawa LLP, alleges upon information and  
21 belief as follows:

22 **JURISDICTION AND VENUE**

23 1. This is a case of admiralty and maritime jurisdiction, as hereinafter more  
24 fully appears, and involves an admiralty or maritime claim(s) within the meaning of  
25 Rule 9(h) of the Federal Rules of Civil Procedure. The Court has admiralty and  
26 maritime subject matter jurisdiction pursuant to 28 U.S.C. § 1333.

27 ///

1 2. Venue is proper in this District because defendant Arch Recycling  
2 Resources LLC (“Arch”) cannot be “found” in this District for purposes of Rule B,  
3 but property of Arch is, or may soon be, within this District.

4 **PARTIES**

5 3. Hapag is a foreign ocean carrier engaged in the carriage of goods by sea.

6 4. Arch is, upon information and belief, a Missouri limited liability  
7 company, with a principal place of business located at 8495 Mid County Industrial  
8 Dr., Overland, MO 63114, engaged in the business of exporting scrap metal and used  
9 electronics through containerized ocean shipments.

10 5. A search of the California Secretary of State database shows no listing  
11 for Arch, meaning Arch is not registered to do business in California and cannot be  
12 “found” in California for Rule B purposes.

13 **FACTS**

14 6. In or around October 30, 2025, Arch booked two shipments of  
15 containerized cargo with Hapag to be transported by land from Saint Louis, Missouri  
16 to New York, New York and by ocean vessel from New York, New York to  
17 Manzanillo, Mexico. During the booking process, Arch declared the cargo as “Mix  
18 Aluminum Scrap.”

19 7. On or about October 30, 2025, Hapag issued bill of lading no.  
20 HLCUTOR251030698 to Arch, as Shipper, for the carriage of container  
21 HAMU2847961 from Saint Louis, Missouri to Manzanillo, Mexico, via the Port of  
22 New York. The bill of lading identified the M/V LAUST MAERSK as the carrying  
23 vessel for the ocean transport leg, and set forth the following cargo description (which  
24 had been provided by Arch): “45 PACKAGES MIX ALUMINUM SCRAP.”

25 8. On or about October 30, 2025, Hapag issued bill of lading no.  
26 HLCUTOR251030654 to Arch, as Shipper, for the carriage of container  
27 HAMU4575353 from Saint Louis, Missouri to Manzanillo, Mexico, via the Port of  
28 New York. The bill of lading identified the M/V LAUST MAERSK as the carrying

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1 vessel for the ocean transport leg, and set forth the following cargo description (which  
2 had been provided by Arch): “46 PACKAGES MIX ALUMINUM SCRAP.”

3 9. On or about November 5, 2025, a fire broke out following an explosion  
4 on the M/V MAERSK LAUST under deck involving container nos. HAMU2847961  
5 and HAMU4575353. Fortunately, the vessel’s crew engaged in firefighting efforts  
6 and was able to extinguish the fire before any personal injuries occurred.

7 10. After the fire was extinguished, container nos. HAMU2847961 and  
8 HAMU4575353, among other containers damaged in the fire, were discharged in  
9 Charleston, South Carolina.

10 11. Preliminary inspections conducted in coordination with, or at the  
11 direction of, the United States Coast Guard (“USCG”) and/or Customs and Border  
12 Protection (“CBP”) confirmed the presence of lithium-ion batteries in both container  
13 nos. HAMU2847961 and HAMU4575353. The specific cause and origin of the fire  
14 remain under investigation, although preliminary inspections indicate the explosion  
15 and fire likely originated from container no. HAMU2847961.

16 12. At no point during the booking process or otherwise did Arch declare or  
17 otherwise notify Hapag of the presence of lithium-ion batteries inside container no.  
18 HAMU2847961 or HAMU4575353.

19 13. In addition to batteries of various shapes, sizes, and weights, these  
20 containers were loaded with pallets of various office equipment such as printers,  
21 scanners, and copiers. The batteries were concealed, or secreted, in the middle of the  
22 container behind the pallets of other cargo. In any event, cargo inside the container  
23 did not match the cargo description of “aluminum scrap,” as declared by Arch.

24 14. Lithium batteries are designated as Class 9 hazardous materials under the  
25 International Maritime Dangerous Goods (IMDG) Code requiring proper declaration,  
26 packaging, labeling, and stowage prior to carriage by sea.

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1 15. The two containers, including the undeclared Class 9 hazardous lithium  
2 batteries and other cargo, remain at the marine terminal in Charleston and will need  
3 to be disposed of in an environmentally compliant manner.

4 16. Hapag has contacted Arch numerous times with demands that Arch take  
5 appropriate action to, *inter alia*, properly dispose of the Class 9 hazardous batteries  
6 and other cargo.

7 17. Arch has failed to take any such action and Arch and its prior counsel<sup>1</sup>  
8 have stopped responding to Hapag’s ongoing notices and communications.

9 18. At some point, Hapag as the ocean carrier may be compelled to take  
10 necessary remedial action, including the environmentally-compliant recycling and/or  
11 disposal of the Class 9 hazardous batteries and other cargo.

12 19. Hapag has obtained a quotation from Redwood Materials, a battery  
13 recycling company, estimating the cost of recycling and disposing of the batteries  
14 from the two containers to be approximately \$880,000.

15 20. Given the discovery of undeclared Class 9 hazardous lithium-ion  
16 batteries inside two separate containers booked by Arch, Hapag took steps to  
17 investigate the status of other shipments by Arch, particularly to determine whether  
18 other Arch containers contain undeclared lithium-ion batteries or other hazardous  
19 cargo that could pose safety and security risks to vessel crew members and the  
20 environment, as well as other personnel working in the transportation supply chain,  
21 such as marine terminal workers, warehouse workers, and rail and motor carriers.

22 21. As part of these due diligence efforts, Hapag recently notified the USCG  
23 about the presence of nine additional Arch containers currently located at APM  
24

25 \_\_\_\_\_  
26 <sup>1</sup> In the course of corresponding with Arch, Arch’s purported counsel was copied in  
27 on ongoing exchanges. That counsel has failed to respond to ongoing notices and  
28 communication and Plaintiff is therefore uninformed whether prior counsel  
continues to represent Arch or will be assigned to represent them in this matter.

1 Terminal (“APMT”) in Elizabeth, New Jersey, which are designated for export, but  
2 which have not yet been loaded onto vessels.

3 22. On or about November 17, 2025, Hapag issued sea waybill no.  
4 HLCUTOR251055745 to Arch, as Shipper, for the carriage of six containers (nos.  
5 HAMU3845080, FBLU0122207, TCKU6458537, HAMU4187609, HLBU2452215,  
6 and SEGU5613560) from Saint Louis, Missouri to Subic Bay, Philippines, via the  
7 Port of New York.

8 23. Arch declared the cargo inside each of these six containers to consist of  
9 “USED PC PARTS AND RELATED ACCESSORIES,” and this cargo description  
10 was set forth on the Hapag sea waybill.

11 24. On or about November 14, 2025, surveyors, appointed by Hapag in close  
12 coordination with the USCG, inspected these six containers at APMT and all six  
13 containers were found to contain undeclared Class 9 hazardous lithium-ion batteries.

14 25. The USCG has issued six detainment orders prohibiting the transport of  
15 these containers until the containers are devanned and the batteries are properly  
16 placarded and prepared for transport in accordance with the IMDG Code, in  
17 satisfaction of the USCG’s orders.

18 26. The USCG has further instructed that it is the shipper’s (i.e., Arch’s)  
19 obligation to ensure compliance with these requirements.

20 27. Arch has not responded to Hapag’s numerous emails and other  
21 communications demanding that Arch comply with the USCG’s orders and directives.

22 28. At some point, Hapag as the ocean carrier may be compelled to take  
23 necessary remedial action, including the environmentally-compliant disposal of the  
24 Class 9 hazardous batteries from these six containers.

25 29. Based upon quotations received, Hapag projects that the costs for  
26 environmental-compliant recycling and/or disposal of the batteries will be  
27 approximately \$2,640,000. There are three additional Arch containers currently  
28 located at APMT which are in the process of being inspected.

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1 30. In the event it is discovered that those containers also contain undeclared  
2 lithium batteries, Hapag may need to incur the costs associated with environmentally-  
3 compliant recycling and/or disposal.

4 31. Hapag is currently undertaking additional efforts to identify, locate, and  
5 inspect additional Arch shipments at various marine terminals and on vessels around  
6 the world. These efforts have included, but are not limited to, notifying its trading  
7 partners / other containership operators about the potential presence of undeclared  
8 Class 9 hazardous lithium batteries in Arch containers so that efforts can be made to  
9 locate and inspect those containers and take any necessary remedial action.

10 32. Any such efforts to locate and inspect additional Arch containers at  
11 marine terminals or on vessels could force Hapag to incur additional operational and  
12 other costs associated with inspections, surveying, drayage, and potential remedial  
13 costs such as recycling and/or disposing any additional undeclared Class 9 hazardous  
14 batteries discovered.

15 33. This pattern of misdeclaration of cargo by Arch presents an extremely  
16 serious breach of its obligations as a shipper under the terms and conditions of the  
17 applicable Hapag bill of lading(s) / sea waybill(s), the International Maritime  
18 Dangerous Goods Code, the Carriage of Goods by Sea Act (“COGSA”), and other  
19 relevant U.S. and international safety regulations.

20 **Count I: Breach of Maritime Contract**

21 34. Hapag repeats and realleges the foregoing allegations as if set forth  
22 herein at length.

23 35. The bills of lading and sea waybills issued by Hapag constitute maritime  
24 contracts governing the rights, duties, and obligations of the parties with respect to  
25 the transportation of Arch’s cargo.

26 36. Arch materially breached these contracts in multiple respects, including  
27 but not limited to:  
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- i. Mis-declaring the cargo in all relevant containers as “Mix Aluminum Scrap” or “Used PC Parts and Related Accessories,” when in fact the containers held substantial quantities of lithium-ion batteries and other electronic equipment inconsistent with the declared cargo descriptions;
- ii. Failing to declare lithium-ion batteries, which constitute regulated hazardous materials and “dangerous goods” under applicable law, the IMDG Code, and the bills of lading/sea waybills;
- iii. Tendering dangerous goods without Hapag’s express written consent, as required under Clause 18(1) of the applicable bills of lading/sea waybills, and failing to ensure that such goods were properly labeled, marked, segregated, or otherwise prepared for safe transport;
- iv. Failing to pack, stow, and secure the lithium-ion batteries safely, in violation of applicable laws and regulations, including the IMDG Code, including by mixing loose, damaged, and spent batteries with unrelated office equipment and scrap materials in a manner creating an unreasonable risk of ignition and thermal runaway; and
- v. Breach the express contractual indemnity in Clause 18(3), under which Arch must indemnify Hapag for all losses, damages, costs, fines, expenses, and attorneys’ fees arising from the tender of dangerous goods.

37. As a direct and proximate result of Arch’s contractual breaches, including its failure to declare Class 9 hazardous cargo, and its misdeclaration and improper packing of dangerous cargo, Hapag has suffered losses and damages exceeding \$350,000, including fire-related damages to the vessel, cargo and containers, emergency response costs, inspection and survey expenses, battery expert expenses, and terminal handling charges.

38. In addition, it is anticipated that Hapag may incur costs of \$880,000 associated with the environmentally-compliant destruction/disposal of the two containers of undeclared Class 9 hazardous batteries in Charleston, \$2,640,000 for the environmentally-compliant destruction/disposal of the six containers of undeclared

1 Class 9 hazardous batteries in New York, and additional remedial costs, including  
2 destruction/disposal, for any undeclared batteries discovered in the 3 remaining New  
3 York containers and/or inside Arch containers at various other marine terminals and  
4 on vessels around the world.

5 **Count II: Liability Under COGSA**

6 39. Hapag repeats and realleges the foregoing allegations as if set forth  
7 herein at length.

8 40. COGSA, 46 U.S.C. § 30701, governs the rights and obligations of the  
9 parties with respect to the ocean carriage of Arch’s cargo, including the shipments  
10 aboard the M/V LAUST MAERSK.

11 41. Under COGSA, including Section 3(5), the shipper is deemed to have  
12 guaranteed the accuracy of all marks, numbers, quantity, and descriptions of the goods  
13 furnished to the carrier. Arch breached this statutory warranty by misdeclaring the  
14 nature and character of the goods and by failing to disclose the presence of lithium-  
15 ion batteries.

16 42. Lithium-ion batteries constitute “dangerous goods” within the meaning  
17 of COGSA, including Section 4(6). Under that provision, a shipper who delivers  
18 dangerous goods without the carrier’s knowledge or consent is strictly liable for all  
19 resulting loss or damage, and the carrier may destroy or dispose of such goods without  
20 liability.

21 43. Arch violated COGSA by tendering lithium-ion batteries that were  
22 improperly packed, unsecured, intermixed with unrelated office equipment, and  
23 susceptible to damage or short-circuiting, creating serious fire risks.

24 44. Arch further violated COGSA by delivering cargo that was not  
25 adequately packaged, labeled, declared, or prepared as required under federal  
26 regulations, the IMDG Code, and industry safety standards, thereby creating an  
27 unreasonable danger to the vessel, its crew, other cargo, and the environment.  
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1 45. Pursuant to COGSA, including Section 4(6) and applicable maritime  
2 law, Arch is strictly liable to Hapag for all such costs, losses, and charges, together  
3 with interest, fees, and costs.

4 46. As a direct consequence of Arch’s violations of COGSA, Hapag has  
5 suffered losses and damages exceeding \$350,000, including fire-related damages to  
6 the vessel, cargo and containers, emergency response costs, inspection and survey  
7 expenses, battery expert expenses, and terminal handling charges.

8 47. In addition, it is anticipated that Hapag may incur costs of \$880,000  
9 associated with the environmentally-compliant destruction/disposal of the two  
10 containers of undeclared Class 9 hazardous batteries in Charleston, \$2,640,000 for the  
11 environmentally-compliant destruction/disposal of the six containers of undeclared  
12 Class 9 hazardous batteries in New York, and additional remedial costs, including  
13 destruction/disposal, for any undeclared batteries discovered in the 3 remaining Ne  
14 York containers and/or inside Arch containers at various other marine terminals and  
15 on vessels around the world.

16 **Count III – Negligence Under the General Maritime Law**

17 48. Hapag repeats and realleges the foregoing allegations as if fully set forth  
18 herein.

19 49. As a shipper tendering goods for international ocean transportation, Arch  
20 owed Hapag and the carrying vessel a non-delegable duty under general maritime law  
21 to exercise reasonable care in (a) classifying, describing, and declaring the cargo; (b)  
22 properly preparing, packing, and securing the cargo; and (c) ensuring that hazardous  
23 materials, including lithium-ion batteries, were safely packaged, labeled, segregated,  
24 and declared in compliance with the IMDG Code, federal regulations, industry  
25 standards, and the terms and conditions of carriage.

26 50. Arch breached its duties of care by, among other things:  
27 a. Failing to disclose the presence of lithium-ion batteries, a known  
28 hazardous cargo that poses a substantial risk of thermal runaway,  
ignition, and fire;

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b. Misdescribing the cargo as “Mix Aluminum Scrap” or “Used PC Parts and Related Accessories,” thereby depriving Hapag of the ability to take the precautions required for the safe stowage, segregation, and carriage of dangerous goods;

c. Improperly packing the cargo, including by mixing loose, damaged, or spent batteries with office equipment and scrap materials in a manner creating foreseeable risks of electrical shorting, overheating, and fire;

d. Failing to comply with the IMDG Code and recognized safety standards governing the classification, packaging, labeling, and documentation of dangerous goods; and

e. Tendering the cargo in an unsafe condition, creating an unreasonable risk of harm to the vessel, its crew, the marine environment, and other cargo.

51. As a direct and proximate result of Arch’s negligence, a fire occurred aboard the M/V LAUST MAERSK, causing damage to cargo and containers, necessitating emergency response actions and deviation-related handling, and triggering extensive multi-port investigations, inspections, and regulatory compliance activities.

52. Arch’s negligence is further evidenced by the repeated discovery of undeclared lithium-ion batteries in multiple additional Arch containers in New York, demonstrating a pattern or practice of unsafe and reckless cargo preparation.

53. Under general maritime law, Hapag is entitled to recover all damages proximately caused by Arch’s negligence, including fire-related losses, inspection and disposal costs, regulatory compliance expenses, attorneys’ fees where recoverable, and all other consequential damages.

54. As a direct consequence of Arch’s negligence, Hapag has suffered losses and damages exceeding \$350,000, including fire-related damages to the vessel, cargo and containers, emergency response costs, inspection and survey expenses, battery expert expenses, and terminal handling charges.

55. In addition, it is anticipated that Hapag may incur costs of \$880,000 associated with the environmentally-compliant destruction/disposal of the two containers of undeclared Class 9 hazardous batteries in Charleston, \$2,640,000 for the

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1 environmentally-compliant destruction/disposal of the six containers of undeclared  
2 Class 9 hazardous batteries in New York, and additional remedial costs, including  
3 destruction/disposal, for any undeclared batteries discovered in the 3 remaining New  
4 York containers and/or inside Arch containers at various other marine terminals and  
5 on vessels around the world.

6 56. In addition, Arch has been unjustly enriched by engaging Hapag’s ocean  
7 carriage services without declaring its cargo as Class 9 hazardous cargo and by  
8 shifting to Hapag the substantial costs, risks, and liabilities arising from Arch’s  
9 improper and undeclared shipment of hazardous lithium-ion batteries, and equity  
10 requires Arch to disgorge the benefits it obtained by failing to comply with its cargo-  
11 tendering obligations.

12 **Count IV – Maritime Attachment and Garnishment**

13 **Under Federal Rules of Civil Procedure Supplemental Rule B**

14 57. Hapag repeats and realleges the foregoing allegations as if fully set forth  
15 herein.

16 58. Hapag brings this claim for maritime attachment and garnishment  
17 pursuant to Supplemental Rule B of the Federal Rules of Civil Procedure to obtain  
18 security for its maritime claims asserted herein and to ensure the availability of funds  
19 to satisfy any judgment obtained against Arch.

20 59. Hapag has a valid prima facie maritime claim against Arch sounding in  
21 maritime contract, statutory maritime obligations (COGSA), and general maritime  
22 tort, arising from Arch’s misdeclaration, improper packing, and unsafe tender of  
23 hazardous cargo, which resulted in a fire aboard the M/V MAERSK LAUST and  
24 substantial related losses.

25 60. Arch cannot be “found” within this District for purposes of Supplemental  
26 Rule B. Arch is not incorporated in California, is not registered with the California  
27 Secretary of State to conduct business in California, does not maintain a registered  
28 agent for service of process in California, and does not have offices, employees, or

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1 any other presence in this District sufficient to permit service of process upon it with  
2 the exercise of due diligence. Accordingly, Arch cannot be located for jurisdictional  
3 or service purposes within this District.

4 61. Despite Arch’s inability to be found in this District, Arch has, or soon  
5 will have, property within the District. More particularly, upon information and belief,  
6 Arch maintains a bank account with garnishee Cathay Bank, located at 777 North  
7 Broadway, Los Angeles, CA 90012.

8 62. Hapag has obtained a credit application that Arch submitted to its freight  
9 forwarder which identifies Arch’s Cathay Bank account.

10 63. Hapag has also obtained copies of commercial invoices which Arch  
11 submitted to its contractual cargo parties for the cargo at issue which identifies Arch’s  
12 Cathay Bank account.

13 64. The property sought to be attached constitutes property subject to  
14 maritime attachment and garnishment under Rule B, including assets in bank  
15 accounts, EFTs, deposits, credits, and other intangible property held by garnishees  
16 located or doing business in this District.

17 65. No statutory or equitable bar prevents issuance of a maritime attachment  
18 in this case. Arch is not present in the District, Plaintiff asserts a valid maritime claim,  
19 and Arch’s property is expected to be found within the District, satisfying all  
20 prerequisites of Rule B.

21 66. Maritime attachment is necessary to obtain security for Hapag’s  
22 maritime claims, to ensure satisfaction of judgment, and to prevent the dissipation or  
23 removal of Arch’s assets, particularly given Arch’s failure to respond to multiple  
24 USCG directives relating to the hazardous nature of its other shipments and its  
25 demonstrated unwillingness to assume responsibility for the safe transport and  
26 disposal of the misdeclared containers.

27 67. Hapag estimates damages in excess of \$3,870,000 that have been or are  
28 likely to soon be incurred in connection with this matter to date, with additional

1 anticipated costs and damages associated with the ongoing inspection operational  
2 costs, and anticipated remedial actions that may be needed to achieve a safe resolution  
3 of the situation created by Arch involving the Charleston containers, the New York  
4 containers, and additional Arch containers at various marine terminals and on vessels  
5 around the world.

6 **WHEREFORE**, Plaintiff Hapag-Lloyd Aktiengesellschaft respectfully prays  
7 that this Court enter judgment in its favor and against Defendant Arch Recycling  
8 Resources LLC as follows:

- 9 a. That process in due form of law issue against Defendant Arch Recycling  
10 Resources LLC, citing it to appear and answer the allegations of this  
11 Complaint;
- 12 b. That the Court issue an Order directing the Clerk to issue Process of  
13 Maritime Attachment and Garnishment pursuant to Supplemental Rule  
14 B, attaching the accounts, funds, monies, and deposits belong to Arch  
15 Recycling Resources LLC currently held by any garnishee within this  
16 District, including without limitation Cathay Bank, in an amount  
17 sufficient to answer Hapag’s claims, including but not limited to  
18 \$3,870,000;
- 19 c. That the Court enter an order appointing a special process server  
20 pursuant to Rule 4(c)(3) of the Federal Rules of Civil Procedure and  
21 Supplemental Rule B and authorizing service electronically, by personal  
22 service, or by any other means accepted by Cathay Bank, or any other  
23 third party that may hold funds or property of Arch Recycling Resources  
24 LLC;
- 25 d. That attached funds and tangible and intangible property of Defendant  
26 Arch Recycling Resources LLC be condemned and sold to satisfy any  
27 judgment(s) entered in favor of Plaintiff, and/or that the Court retain  
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1 jurisdiction over the attached property and over this action through final  
2 judgment;

3 e. That Plaintiff be awarded all costs, fees, and expenses incurred in  
4 connection with this action, including those related to the issuance and  
5 execution of the maritime attachment and garnishment, together with  
6 interest; and

7 f. That the Court grant such other and further relief as it deems just, proper,  
8 and equitable.

9  
10 Dated: December 2, 2025

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13 By:           /s/ Ellen E. McGlynn            
14 Ellen E. McGlynn  
15 Caroline J. Wilson  
16 Attorneys for Plaintiff Hapag-Lloyd  
17 Aktiengesellschaft  
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1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA

3 HAPAG-LLOYD  
4 AKTIENGESELLSCHAFT,

5 Plaintiff,

6 v.

7 ARCH RECYCLING RESOURCES  
8 LLC.

9 Defendant.

**Case No.**

**Action Filed: December 2, 2025**

**VERIFICATION**

10  
11  
12 I, Ellen E. McGlynn, hereby declare:

13 1. I am the attorney for Plaintiff Hapag-Lloyd Aktiengesellschaft in the  
14 above-captioned matter.

15 2. I have read the foregoing Verified Complaint and know the contents  
16 thereof.

17 3. The facts alleged therein are true to the best of my knowledge,  
18 information, and belief, based upon documents, records, and information furnished to  
19 me by Plaintiff, and/or upon information and belief.

20 4. The reason this Verification is made by me and not by Plaintiff directly  
21 is that Plaintiff is a foreign corporation with offices outside this District, and it is  
22 therefore impracticable for Plaintiff to make this Verification at the time of filing. I  
23 am authorized to make this verification on behalf of Plaintiff.

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

3  
4  
5 Dated: December 2, 2025

COLLIER WALSH NAKAZAWA LLP

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7  
8 By: /s/ Ellen E. McGlynn

9 Ellen E. McGlynn

10 Caroline J. Wilson

11 Attorneys for Plaintiff Hapag-Lloyd

12 Aktiengesellschaft

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