

**BEFORE THE
FEDERAL MARITIME COMMISSION**

COMBUSTION STORE LIMITED,)	
)	
Complainant,)	
)	
v.)	Docket No. 15-02
)	
UNIGROUP WORLDWIDE, INC.,)	
)	
Respondent.)	
_____)	

OFFER OF JUDGMENT

COMES NOW, Respondent UNIGROUP WORLDWIDE, INC. and, pursuant to Federal Rule of Civil Procedure 68, makes this Offer of Judgment to Complainant COMBUSTION STORE LIMITED, stating as follows:

I.

The party making the proposal (“Offeror”) is Respondent UNIGROUP WORLDWIDE, INC.

II

The party to whom the Offer is made (“Offerees”) is Complainant COMBUSTION STORE LIMITED.

III.

Claims to be resolved: The claims filed by Complainant in the case of *Combustion Store Limited v. UniGroup Worldwide, Inc.*, before the Federal Maritime Commission (Docket No.: 15-02). This Offer is to fully satisfy all claims in the above-styled case.

IV.

Total amount of Offer: Twenty Thousand and 0/100 (\$20,000.00) dollars.

V.

Punitive damages: There is no basis for recovery of punitive damages in this matter, and none of the above amount is allocated as payment for punitive damages; however, the above Offer is conditional upon the settlement of all claims, including any claim for punitive damages.

VI.

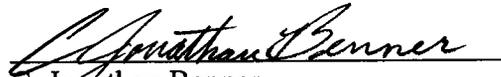
Conditions: This Offer is conditioned upon the following:

- A. Acceptance of this Offer must be made in writing before the expiration of the Offer and Complainant's counsel must provide their tax identification number;
- B. The settlement check or draft in the amount of Twenty Thousand and No/100 (\$20,000.00) Dollars payable to Complainant and its counsel, will be delivered to Complainant's counsel within thirty (30) days of the acceptance of this Offer;
- C. Prior to disbursement of any settlement funds from the Trust Account of Complainant's counsel, the above-styled action for the claims which are the subject of this Offer must be dismissed or otherwise withdrawn with prejudice and the attached Release of All Claims (Exhibit "A") must be properly executed and returned to counsel for Respondent.

VII.

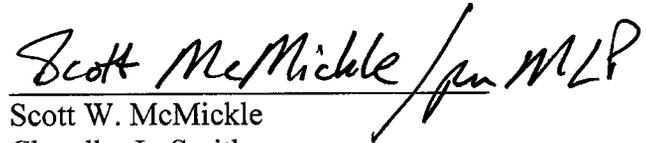
Term of Offer: This Offer will remain open for thirty (30) days.

This 16th day of December, 2015.



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*Attorneys for Respondent,
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Exhibit A

RELEASE

This Release (the "Release") is entered into as of _____ by and between UniGroup Worldwide, Inc. ("UniGroup") and Combustion Store Limited ("Combustion Store" and with UniGroup, the "Parties").

Whereas Combustion Store has initiated an action at the Federal Maritime Commission ("FMC") against UniGroup (FMC Docket No. 15-02, the "FMC Action") alleging that UniGroup has violated the Shipping Act of 1984, as amended, including 46 U.S.C. § 41102(c).

Whereas UniGroup has offered to settle Combustion Store's claims in the FMC Action for the sum total of \$20,000.00, including all costs and attorneys' fees, and Combustion Store has agreed to accept this offer to settle the FMC Action.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound hereby, UniGroup and Combustion Store agree as follows:

1. Combustion Store shall take whatever actions are necessary to secure the dismissal, with prejudice and without costs or fees, of the FMC Action, within three business days of executing this Release, including, but not limited to, filing a stipulation of dismissal, with prejudice, of all claims in the FMC Action.
2. Within thirty (30) days of dismissal of the FMC Action, UniGroup shall deliver to Combustion Store's counsel a check or draft in the amount of Twenty Thousand and No/100 (\$20,000.00) Dollars payable to Combustion Store and its counsel.
3. **Mutual Release.** The Parties expressly, by this Release, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have

had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the facts at issue in the FMC Action, including, but not limited to, shipping, carriage, and delivery of the two aircraft engines described in Combustion Store's Complaint, as filed in the FMC Action.

4. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability related to the FMC Action or excluded from the release in numbered paragraph 3 above.

5. No Admission of Liability. The Parties acknowledge that this Release was agreed upon as a compromise and final settlement of the FMC Action and is not, and may not be construed as, an admission of liability by either Party and is not to be construed as an admission that either Party engaged in any wrongful, tortious or unlawful activity. Each Party specifically disclaims and denies any liability to the other Party or that either Party engaged in any wrongful, tortious or unlawful activity.

6. Non-Disparagement. The Parties agree that, unless required to do so by legal process, neither Party will make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party or his/her/its (a) attorneys or representatives or (b) affiliates, or any of its directors, officers, employees, attorneys, agents, or representatives. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates.

7. Release is Legally Binding. The Parties intend this Release to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates.

8. Entire Agreement. This Release constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. No modification of this Release shall be binding unless in writing and signed by each of the parties hereto.

9. New or Different Facts: No Effect. Except as provided herein, this Release shall be, and remain, in effect despite any alleged breach of this Release or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Release shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Release.

10. Interpretation. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a

part of this Release. Moreover, this Release shall not be construed against either Party as the author or drafter of the Release.

11. Governing Law and Choice of Forum. This Release is made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the District of Columbia, without regard to the principles of conflicts of laws.

12. Reliance on Own Counsel. In entering into this Release, the Parties acknowledge that they have had the opportunity to consult an attorney, or have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Release they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Release or otherwise.

13. Counterparts. This Release may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Authority to Execute Release. By signing below, each Party warrants and represents that the person signing this Release on its behalf has authority to bind that Party and that the Party's execution of this Release is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entities.

15. Effective Date. The terms of the Release will be effective upon the date of the latest signature affixed below.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Release to be executed as of the date(s) set forth below.

UniGroup Worldwide Inc.

Name:

Title:

Date:

Combustion Store Limited

Name:

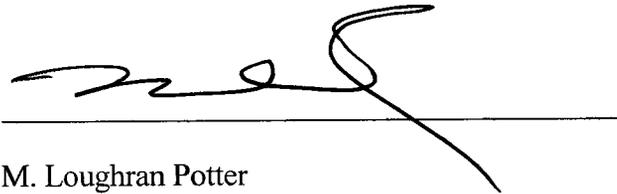
Title:

Date:

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon counsel for Complainant (Sean C. Griffin and Richard D. Gluck) via electronic mail and by mailing a copy via the US Postal Service.

Dated this 16th day of December, 2015.

A handwritten signature in black ink, appearing to read 'M. Loughran Potter', is written over a horizontal line. The signature is stylized and cursive.

M. Loughran Potter
For Respondent,
UniGroup Worldwide, Inc.