

Each of the following Compromise Agreements is a true copy of the signed agreement.

If you require a copy of a signed agreement(s), please contact the [Commission's Office of the Secretary](#), 202-523-5725.

COMPROMISE AGREEMENT

FMC File No. 17034

This Agreement is entered into between:

- (1) The Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) United Arab Shipping Company, hereinafter referred to as Respondent.

WHEREAS, the Commission is considering the initiation of an assessment proceeding against Respondent for the recovery of civil penalties for alleged violations of sections 10(b)(1) and 10(b)(2)(A) of the Shipping Act of 1984, 46 U.S.C. §§ 41104(1) and 41104(2)(A), respectively, as well as the regulations issued pursuant thereto; and

WHEREAS, such a proceeding would be based on the Commission's allegation that Respondent engaged in certain practices, to wit:

Respondent allowed a person(s) to obtain ocean transportation for property at less than the rates and charges that would otherwise be applicable by refunding a portion of the applicable service contract rate to Falcon Express Lines, Inc. and Falcon Maritime and Aviation, Inc.; and provided service in the liner trade that was not in accordance with the rates, charges, classifications, rules, and practices contained in applicable service contracts with Falcon Express Lines, Inc. and Falcon Maritime and Aviation, Inc.

WHEREAS, the Commission is authorized under section 13(c) of the 1984 Act, 46 U.S.C. § 41109(c), and Subpart W of the Commission's Rules of Practice and Procedure, 46 C.F.R. § 502.604, et seq. to compromise and collect civil penalties arising for the alleged violations set forth and described above; and

WHEREAS, Respondent has terminated the practices which are the basis of the alleged violations set forth herein, and has committed to maintaining measures designed to eliminate such practices in the future; and

WHEREAS, Respondent has cooperated and disclosed to the Commission information, facts, and documents relevant to its transportation activities and practices; and

WHEREAS, Respondent has agreed to cooperate with respect to investigative activity or enforcement action conducted by the Commission regarding the transportation activities identified by the Commission or disclosed by Respondent giving rise to the alleged violations herein.

NOW THEREFORE, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of settlement:

1. Respondent shall make payment to the Commission by cashier's check in the total amount of \$537,500.
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondent, its officers, directors or employees arising from the alleged violations set forth above that occurred between June 23, 2010 and June 23, 2015.
3. It is expressly understood that this Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.

4. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

United Arab Shipping Company

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern W. Hill (Date)
Managing Director

COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) City Ocean Logistics Co., Ltd. (City Ocean Logistics), City Ocean International, Inc. (City Ocean International), and CTC International Inc. (CTC), hereinafter referred to collectively as Respondents.

Whereas, the Commission is considering the institution of an assessment proceeding against Respondents for recovery of civil penalties for alleged violations of sections 10(a)(1), 10(b)(2)(A), and 19(e)(3) of the Shipping Act of 1984, 46 U.S.C. §§ 41102(a), 41104(2)(A), and 40904(c), as well as the regulations thereunder;

Whereas, this course of action is the result of practices believed by the Commission to have been engaged in by Respondents, to wit:

Between December 12, 2013 and May 31, 2015, City Ocean Logistics, as shipper, and City Ocean International, as consignee, knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by the device or means of improperly utilizing rates limited to certain “named accounts” in service contract nos. 13TP09002 and 347213.

Between December 12, 2013 and May 31, 2015, City Ocean Logistics, as shipper, and City Ocean International, as CTC’s agent at origin, obtained ocean transportation for property at less than the rates and charges which would otherwise be applicable by the device or means of permitting a related company, CTC, to collect forwarder compensation on shipments in which City Ocean Logistics acted as an NVOCC.

Between December 12, 2013 and May 31, 2015, CTC knowingly and willfully obtained forwarder compensation from an ocean common carrier on shipments in which City Ocean Logistics, City Ocean International and/or CTC had a beneficial interest.

Between December 12, 2013 and June 30, 2015, Respondents provided transportation in the liner trade that was not in accordance with the rates and charges set forth in their published tariffs.

Between December 12, 2013 and May 31, 2015, City Ocean International and CTC failed to maintain and update in a timely manner their FMC-18 filings with the Commission.

Whereas, the Commission has authority under section 13(c) of the Shipping Act of 1984, 46 U.S.C. § 41109(a), and Part 502 of the Commission's Regulations, 46 C.F.R. Part 502, to compromise and collect civil penalties;

Whereas, Respondents have terminated the practices which are the basis of the alleged violations set forth herein, and have committed to maintain measures designed to eliminate these practices by Respondents in the future, including holding classes on compliance with the Shipping Act of 1984 and the Commission's regulations.

Now Therefore, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondents and the Commission hereby agree upon the following terms of settlement:

1. CTC shall surrender its ocean transportation intermediary license to the Commission's Bureau of Certification and Licensing no later than July 31, 2015.

2. Respondents shall make monetary payment to the Commission by cashier's or certified check in the total amount of \$325,000.

3. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondents, their officers, directors, or employees with respect to the following: (a) alleged violations of sections 10(a)(1) and 19(e)(3) of the Shipping Act of 1984 as set forth and described above that occurred between December 12, 2013 and May 31, 2015; and (b) alleged violations of section 10(b)(2)(A) of the Shipping Act of 1984 as set forth and described above that occurred between December 12, 2013 and June 30, 2015.

4. It is expressly understood that this Agreement is not, and is not to be construed as,

an admission by Respondents to the alleged violations set forth above.

5. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

CITY OCEAN LOGISTICS CO., LTD.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OCEAN INTERNATIONAL, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CTC INTERNATIONAL INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern W. Hill, Managing Director (Date)

COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Oriental Logistics Group Limited, hereinafter referred to as Oriental Logistics or Respondent.

Whereas, the Commission is considering the institution of an assessment proceeding against Respondent for recovery of civil penalties for alleged violations of sections 8(a) and 10(a)(1) of the Shipping Act of 1984, 46 U.S.C. §§ 40501(a)(1) and 41102(a), as well as the regulations thereunder;

Whereas, this course of action is the result of practices believed by the Commission to have been engaged in by Respondent, to wit:

Oriental Logistics provided services as a non-vessel-operating common carrier in the trade between the People's Republic of China and the United States without publishing a tariff showing all of its active rates and charges for such trade.

Oriental Logistics knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by the device or means of improperly utilizing rates limited to certain "named accounts" in service contract no. AEF1121429, and by misdescribing the commodities shipped.

Whereas, the Commission has authority under section 13(c) of the Shipping Act of 1984, 46 U.S.C. § 41109(a), and Part 502 of the Commission's Regulations, 46 C.F.R. Part 502, to compromise and collect civil penalties;

Whereas, Respondent has terminated the practices which are the basis of the alleged violations set forth herein, and has committed to maintain measures designed to eliminate these practices by Respondent in the future.

Now Therefore, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of settlement:

1. Respondent shall make monetary payment to the Commission by cashier's or certified check in the total amount of \$100,000.
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondent, its officers, directors, or employees arising from the alleged violations set forth above that occurred between May 21, 2012 and May 29, 2015.
3. It is expressly understood that this Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.
4. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

ORIENTAL LOGISTICS GROUP LIMITED

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern W. Hill, Managing Director (Date)

COMPROMISE AGREEMENT

FMC File No. 17128

This Compromise Agreement is entered into between:

- (1) the Federal Maritime Commission (Commission); and
- (2) Hyundai Logistics (USA), Inc. (Respondent).

WHEREAS, the Commission is considering the initiation of an assessment proceeding against Respondent for the recovery of civil penalties for alleged violations of section 10(a)(1) of the Shipping Act of 1984, 46 U.S.C. §41102(a); and,

WHEREAS, such proceeding would be based on the Commission's allegations that Respondent engaged in certain practices violative of the Shipping Act, to wit:

Between May 1, 2013, and January 31, 2014, Respondent knowingly and willfully allowed Thornley & Pitt, Inc., a licensed NVOCC, and/or its foreign based agent, T & P Logistics, Ltd., to access service contract no. 1310602 to which they were not parties and obtain ocean transportation of property from Hyundai Merchant Marine Co. Ltd., an ocean common carrier, at less than the rates or charges that would otherwise apply.

WHEREAS, the Commission is authorized under section 13(c) of the Shipping Act, 46 U.S.C. § 41109 (a) – (b), and Subpart W of the Commission's Rules of Practice and Procedure, 46 C.F.R. § 502.601 – 502.605, to compromise and collect civil penalties for the alleged violations set forth and described above; and,

WHEREAS, Respondent terminated the practices that are the basis of the alleged violations set forth herein, and has committed to maintain measures designed to eliminate such practices in the future; and,

WHEREAS, Respondent has cooperated in good faith and disclosed to the Commission information, facts, and documents relevant to the transportation activities and practices giving rise to the allegations stated above; and,

NOW THEREFORE, in consideration of the premises herein, and in compromise of all civil penalties arising from the Commission's investigation of Respondent for the alleged violations described above, Respondent and the Commission hereby agree upon the following terms of compromise and settlement:

1. Respondent shall make payment to the Commission by cashier's or certified check or by wire transfer in the total amount of \$100,000.00 on or before July 31, 2015.
2. This Compromise Agreement shall forever bar the commencement or institution of any assessment proceeding or other claim of recovery of civil penalties from Respondent, its officers, directors, or employees arising from the Commission's investigation of Respondent for the alleged violations set forth above that occurred between May 1, 2013 and January 31, 2014.
3. Respondent agrees to cooperate in good faith with the further efforts of the Commission to investigate, formally or informally, other entities that may have engaged in gaining unlawful access to Respondent's service contract as described above. Such cooperation shall include furnishing documents in Respondent's possession, identifying relevant personnel, and providing explanatory information or testimony as may be required by the Commission.
4. It is expressly understood that this Compromise Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.

5. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE OF COMPROMISE AGREEMENT

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern Hill (Date)
Managing Director

COMPROMISE AGREEMENT

FMC File No. 16075

This Agreement is entered into between:

- (1) The Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Falcon Maritime and Aviation, Inc., hereinafter referred to as Respondent.

WHEREAS, the Commission is considering the initiation of an assessment proceeding against Respondent for the recovery of civil penalties for alleged violations of sections 10(a)(1) of the Shipping Act of 1984, 46 U.S.C. §§ 41102(a), et seq., as well as the regulations issued pursuant thereto; and

WHEREAS, such a proceeding would be based on the Commission's allegation that Respondent engaged in certain practices, to wit:

Respondent knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by receiving a refund of a portion of the applicable United Arab Shipping Company service contract rate.

WHEREAS, the Commission is authorized under section 13(c) of the 1984 Act, 46 U.S.C. § 41109(c), and Subpart W of the Commission's Rules of Practice and Procedure, 46 C.F.R. § 502.604, et seq. to compromise and collect civil penalties arising for the alleged violations set forth and described above; and

WHEREAS, Respondent has terminated the practices which are the basis of the alleged violations set forth herein, and has committed to maintaining measures designed to eliminate such practices in the future; and

WHEREAS, Respondent has cooperated and disclosed to the Commission information, facts, and documents relevant to its transportation activities and practices; and

WHEREAS, Respondent has agreed to cooperate with respect to investigative activity or enforcement action conducted by the Commission regarding the transportation activities identified by the Commission or disclosed by Respondent giving rise to the alleged violations herein.

NOW THEREFORE, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of settlement:

1. Respondent shall make payment to the Commission by cashier's check in the total amount of \$85,000.
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondent, its officers, directors or employees arising from the alleged violations set forth above that occurred between June 23, 2010 and June 23, 2015.
3. It is expressly understood that this Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.

4. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

Falcon Maritime and Aviation, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern W. Hill (Date)
Managing Director

COMPROMISE AGREEMENT
FMC File No. 17111

This Compromise Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Sea Gate Logistics, Inc. hereinafter referred to as Respondent.

WHEREAS, the Commission is considering the institution of an assessment proceeding against Respondent for recovery of civil penalties for alleged violations of sections 10(a)(1) and 10(b)(2)(A) of the Shipping Act of 1984 (Shipping Act), 46 U.S.C. §§ 41102(a) and 41104(2)(A), as well as the regulations issued pursuant thereto; and

WHEREAS, such proceeding would be based on the Commission's allegations that Respondent engaged in certain practices violative of the Shipping Act, to wit:

Sea Gate Logistics, Inc. knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by the device or means of unlawfully accessing Service Contract Nos. SHA5056101 and SHA5056102, as well as other NVOCCs' service contracts, to move Sea Gate's own NVOCC cargo, in violation of Section 10(a)(1) of the Shipping Act; and,

Sea Gate Logistics, Inc. provided service that was not in accordance with the rates or charges contained in its NVOCC tariff in violation of Section 10(b)(2)(A) of the Shipping Act.

WHEREAS, the Commission is authorized under section 13(c) of the Shipping Act, 46 U.S.C. § 41109 (a)-(b), and Part 502 of the Commission's Regulations, 46 C.F.R. Part 502, to compromise and collect civil penalties;

WHEREAS, Respondent has terminated the practices that are the basis of the alleged violations set forth herein, and has instituted and committed to maintain measures designed to eliminate these practices by Respondent, its officers, directors, or employees in the future.

WHEREAS, Respondent has agreed to cooperate with respect to investigative activity or enforcement action conducted by the Commission regarding the transportation activities identified by the Commission or disclosed by Respondent giving rise to the alleged violations herein.

NOW, THEREFORE, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of settlement:

1. Respondent shall make payment on or before July 20, 2015 to the Commission by certified check, cashier's check, or wire transfer in the total amount of \$80,000 (Eighty Thousand Dollars).
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondent, its officers, directors, or employees arising from the alleged violations set forth above that occurred between December 28, 2012 and June 12, 2015.
3. It is expressly understood that this Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.
4. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. §502.604.

Sea Gate Logistics, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE OF COMPROMISE AGREEMENT

FMC File No. 17111

The above Terms and Conditions and Amount of Consideration are hereby approved and
accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern W. Hill (Date)
Managing Director