

## COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Pudong Prime Int'l Logistics, Inc. (Pudong Prime), hereinafter referred to as Respondent.

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

Whereas such proceeding would be based on the Commission's allegations that Respondent engaged in certain practices violative of the Shipping Act of 1984, to wit:

Pudong Prime 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 UASC service contract no. 347048 and K Line service contract no. XMN5015702.

Pudong Prime provided transportation in the liner trade that was not in accordance with the rates and charges set forth in its published tariff or any non-tariff alternative authorized by the Commission's regulations.

Whereas, the Commission has authority under section 13(c) of the Shipping Act of 1984, 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 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 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 compromise and 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 and described herein: (1) to the extent that the alleged violations resulting from Respondent's improper use of "named account" rates in the identified service contracts occurred between December 25, 2014 and January 15, 2017; and (2) to the extent that the alleged violations resulting from Respondent's failure to follow the rates and charges in its published tariff or any lawful non-tariff alternative occurred between December 25, 2014 and January 28, 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.

**PUDONG PRIME INT'L LOGISTICS, 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:

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Brian L. Troiano, Deputy Director (Date)  
Bureau of Enforcement

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Karen Gregory, Managing Director (Date)