

COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Translink Shipping, Inc. (Translink), 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 8(a) and 10(a)(1) of the Shipping Act of 1984, 46 U.S.C. §§ 40501(a)(1) and 41102(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:

Translink knowingly and willfully performed 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.

Translink 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 MSC service contracts nos. 15-295TPC and 16-270TPC.

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 \$115,000.

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 May 1, 2015 and April 30, 2017; and (2) to the extent that the alleged violations resulting from Respondent's failure to publish active rates and charges in its tariff or any lawful non-tariff alternative occurred between December 18, 2015 and February 1, 2017.
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.

TRANSLINK SHIPPING, 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:

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

Karen Gregory, Managing Director (Date)