

COMPROMISE AGREEMENT

Investigative File No. 17248

This Agreement is entered into between:

- (1) The Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) PDL International Pte Ltd (“PDL”), Sofrana Unilines (NZ) Ltd. and ANL Singapore Pte Ltd dba Sofrana ANL Pte Ltd (collectively “ANL Sofrana”), Pacific Forum Line (Group) Limited and Pacific Forum Line (NZ) Limited (collectively “PFL”), and Neptune Pacific Line, Inc. (“NPL”), hereinafter collectively referred to as Respondents.

WHEREAS, ANL Singapore Pte Ltd dba Sofrana ANL acquired Sofrana Unilines (NZ) Ltd. in October 2017; and

WHEREAS, Pacific Forum Line (Group) Limited acquired the assets of Pacific Forum Line (NZ) Limited on or about September 2014, and

WHEREAS, Respondents respectively hold out to provide ocean transportation services between Australia, American Samoa and other islands in the South Pacific, and between New Zealand, American Samoa and various South Pacific islands (hereafter, “the American Samoa trades”), and

WHEREAS, the Commission is considering the initiation of an assessment proceeding against Respondents for the recovery of civil penalties for alleged violations of sections 10(a)(2) and 10 (b)(2) and (b)(13) of the Shipping Act of 1984 (the Shipping Act), 46 U.S.C. §§41102(b), 41103(a), and 41104(2); and

WHEREAS, such a proceeding would be based on the Commission’s allegations that Respondents engaged in certain practices in violation of the Shipping Act, to wit:

On or after September 2014, Respondents operated under an agreement in connection with providing ocean transportation in the American Samoa trades, which agreement was required to be filed with the Commission but had not been filed or become effective under the Shipping Act.

On or after April 2014, Respondents provided service in the American Samoa trades that was not in accordance with the rates, charges, classifications, rules and practices

contained in a published tariff or any non-tariff alternative authorized by the Commission's regulations.

On or after April 2014, Respondents knowingly disclosed and shared information concerning the nature, consignee, or routing of property tendered or delivered to a common carrier without consent of the shipper or consignee.

WHEREAS, the Commission is authorized under section 13(c) of the Shipping Act, 46 U.S.C. 41109(a) 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, Respondents have submitted a voluntary disclosure to the Commission and fully cooperated with, and disclosed additional information and factual details to, the Commission relating to the American Samoa trades and Respondents' transportation activities and practices with respect to the trades; and

WHEREAS, Respondents have taken necessary steps to terminate the practices which are the basis of the alleged violations set forth herein, and have committed to maintain measures designed to eliminate such practices by Respondents in the future; and

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


1. Respondents shall make a payment to the Commission by wire transfer or a single cashier's check in the amount of \$350,000.00 on or before March 29, 2019.
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from each Respondent, its officers, directors, employees, or agents and/or predecessors for any and all conduct set forth herein that occurred between April 1, 2014 and the date of this Compromise Agreement.
3. Respondents individually and severally agree to cooperate in good faith with the efforts of the Commission to investigate and prosecute other parties for the alleged

violations of the Shipping Act relating to American Samoa trades described herein. Respondents' obligations to cooperate with the Commission under this Agreement are ongoing and shall continue until the expiration of the applicable statute of limitations for the alleged violations of the Shipping Act described herein, or the issuance of a non-appealable final judgment in an enforcement action by the Commission against other parties based on information provided to the Commission by Respondents.

4. It is expressly understood that this Agreement is not intended to be, and shall not 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.

PDL International Pte Ltd

Signature: 

Printed Name: Olivier Ravel

Title: CEO

Date: 20/3/19

Sofrana Unilines (NZ) Ltd. and ANL Singapore Pte Ltd dba Sofrana

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

PDL International Pte Ltd

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Sofrana Unilines (NZ) Ltd. and ANL Singapore Pte Ltd dba Sofrana

Signature: _____

Printed Name: EIOLIER

Title: CEO ANL Singapore

Date: 20/3/2019

Pacific Forum Line (Group) Limited

Signature: Craig Cooper
Printed Name: Craig Cooper
Title: Attorney-in-fact
Date: 3/20/19

Neptune Pacific Line, Inc.

Signature: Craig Cooper
Printed Name: Craig Cooper
Title: SVP
Date: 3/20/19

APPROVAL AND ACCEPTANCE

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

By the Federal Maritime Commission:

Benjamin K. Trogon 4-12-2019
Benjamin K. Trogon, Director (Date)
Bureau of Enforcement

Karen V. Gregory 4/12/2019
Karen V. Gregory (Date)
Managing Director