

The following Compromise Agreement 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. 17117**

This Compromise Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as the Commission, and
- (2) Azap Motors, Inc. (Azap) and Ali Y. Hussein (Hussein), sometimes jointly referred to 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 19 and 8 of the Shipping Act of 1984 (Shipping Act), 46 U.S.C. §§ 40901, 40902, and 40501, as well as the regulations issued pursuant thereto; and

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

Azap Motors, Inc. through the actions, direction and control of its owner and chief executive officer, Ali Y. Hussein, knowingly and willfully acted as an ocean transportation intermediary (OTI) without a license issued by the FMC, without a bond, proof of insurance, or other surety, and without a tariff in the ocean transportation of property from the United States to foreign destinations, in violation of Sections 19 and 8 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, Respondents have voluntarily admitted the violations described above, and desires to finally resolve all issues in this matter by entering this Compromise Agreement;

WHEREAS, Respondents have terminated the practices that are the basis of the alleged violations set forth herein.

WHEREAS, Respondents have 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 Respondents 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, Respondents, and the Commission hereby agree upon the following terms of settlement:

1. On or before October 9, 2015, Respondent shall make payment to the Commission by certified check, cashier's check, or wire transfer in the total amount of \$60,000 (Sixty Thousand Dollars).
2. On or before October 9, 2015, Respondents shall effect the dissolution of Azap Motors, Inc., pursuant to the applicable state laws, and provide documentation to BOE of such efforts.
3. Hussein will not have an ownership interest in Paza Motors, Inc., 5632 Evergreen Avenue, Jacksonville, Florida, and will not be an owner, officer, director or manager of Paza Motors, Inc.
4. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Azap, its officers, directors, or employees, or Hussein individually, arising from the alleged violations set forth above that occurred between October 10, 2010 and October 9, 2015.
5. This agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. §502.604.

**Azap Motors, Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Ali Y. Hussein**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: In his individual capacity

Date: \_\_\_\_\_

**APPROVAL AND ACCEPTANCE OF COMPROMISE AGREEMENT**

FMC File No. 17117

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

By the Federal Maritime Commission:

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

\_\_\_\_\_  
Vern W. Hill (Date)  
Managing Director