

**COMPROMISE AGREEMENT**  
**E-18086**

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Walker International Transportation LLC, hereinafter referred to as Walker International 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 10(a)(1) of the Shipping Act of 1984, 46 U.S.C. § 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:

Between April 1, 2014 and March 31, 2015, Walker International 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 accessing rates in certain service contracts executed by Sparx Logistics USA Limited with Mediterranean Shipping Company, S.A. and ZIM Integrated Shipping Services, Ltd., among other carriers, to which Walker International was not a contract signatory.

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

Whereas, Respondent cooperated with the Commission investigation by providing information and factual details relevant to its transportation activities giving rise to the alleged violations set forth and described above; and

Whereas, Respondent 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 \$60,000.
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 April 1, 2014 and March 31, 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.

Walker International Transportation LLC

\_\_\_\_\_

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

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Vern Hill (Date)  
Managing Director