

## **PREAMBLE**

This Amended Settlement Agreement and Release (the "Agreement") is entered into by and among plaintiff Elite Logistics Corp. ("Elite" or "Named Plaintiff"), as the successor in interest of Unimax Express, Inc., and all those Class Members on whose behalf it is prosecuting this action (each of them a "Plaintiff" and all of them "Plaintiffs"), on the one hand, and Defendants APL Co. Pte. Ltd. and American President Lines, LLC, ("APL" or "Defendants") as on the other hand, as of the date executed below. All references in this Agreement to a "party" or the "parties" shall refer to a party or the parties to this Agreement.

## **RECITALS**

A. On July 26, 2012 Unimax Express, Inc., filed a putative class action complaint entitled *Unimax Express, Inc. v. APL Limited* in the Superior Court of the State of California for the County of Los Angeles, Case No. BC489075 (the "Complaint"), alleging causes of action for Breach of Contract and Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) with respect to allegedly unlawful charges. By Order of the Court dated November 15, 2017, American President Lines and APL Co. Pte. Ltd. were substituted for APL Limited as defendants and APL Limited was struck out as a defendant in all pleadings filed in the case.

B. On November 2, 2015, Defendants filed an answer to the Complaint in the Superior Court. In the answer, Defendants denied generally all material allegations made by Unimax Express and raised various affirmative defenses.

C. Defendants have entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden, risk and expense of further litigation. Defendants do not in any way acknowledge, admit to or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

D. Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the parties agree as follows:

1. **DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Bar Date to Object” will be the date set by the Court as the deadline for Class Members to file an Objection, and shall be ninety (90) days after the date the Notice (defined below) must be delivered to the Class Members.

(b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out and shall be ninety (90) days after the date the Notice (defined below) must be delivered to the Class Members.

(c) “Claims Administrator” shall mean ILYM Group, Inc.

(d) “Class Counsel” shall mean David C. Wright of McCune Wright Arevalo, LLP, and Edward J. Chong of the Law Offices of Edward J. Chong and Associates.

(e) “Class Member” shall mean all intermodal motor carriers who were charged and paid Disputed Per Diem Charges (as defined herein) to Defendants during the period from April 7, 2007, to June 16, 2016. “Class Member” does not include any entity in which Defendants have a controlling interest, and Defendants’ officers or directors.

(f) “Court” shall mean the Superior Court of the State of California in and for the County of Los Angeles.

(g) “Defendants’ Counsel” shall mean Erich P. Wise, Alisa Manasantivongs, Nicholas S. Politis of Flynn, Delich & Wise LLP.

(h) “Disputed Per Diem Charges” shall mean charges imposed by Defendants for weekend and holidays when the terminal was closed that are alleged to have been in violation of California Business and Professions Code section 22928, from April 7, 2007 to June 16, 2016, in California.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) ninety (90) days after entry of the Final Approval Order, if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) Thirty (30) days after entry of a dismissal of the appeal.

(j) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(k) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(l) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(m) “Final Report” shall mean the report prepared by Class Counsel of all receipts and disbursements from the Settlement Fund, as described in Section 8, below.

(n) "Motion for Final Approval" shall mean the motion or motions filed by Class Counsel, as referenced in Section 5 below.

(o) "Named Plaintiff" means Elite Logistics Corp., as successor-in-interest to Unimax Express, Inc.

(p) "Net Settlement Fund" shall mean the net amount of the Settlement Fund after payment of Court approved attorneys' fees and costs (which includes fees for claims administration which shall be conducted and administered by Class Counsel) and any Court approved service award.

(q) "Notice" shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below), and shall refer to the form of Notice attached hereto as Exhibit 1.

(r) "Per Diem Charges" shall mean a charge imposed by Defendants for late return of an empty or a loaded intermodal container or chassis.

(s) "Preliminary Approval/Notice Order" shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 3 and 4 below.

(t) "Released Claim" means any and all claims, counterclaims, allegations, disputes, liabilities, rights, demands, suits, obligations, damages, restitutions, disgorgements, losses, costs, attorneys' fees or expenses, actions or causes of action, of every kind and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, that a Named Plaintiff, Class Member or any Related Party of either had, has, or may have had against the Released Parties (as defined in Article 13 hereof) **that arise out of and/or relate to the facts and claims alleged in the Complaint during the period from April 7, 2007, to June 16, 2016**, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, that is, has been, could reasonably have been or in the future might reasonably be asserted by the Named Plaintiff, Class Members, or any Related Party of either. A claim shall not be released under this agreement if it does not arise out of and/or relate to the facts and claims asserted in the complaint in this case.

(u) "Related Parties" means a party's respective past, present and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, insurers, attorneys, agents, subsidiaries, divisions, employees, affiliates, officers, directors, shareholders, and representatives.

(v) "Settlement Fund" shall mean the \$850,000 to be paid by Defendants under the terms of this Agreement.

**2. CLASS ACTION SETTLEMENT.** The Named Plaintiff will propose and recommend to the Court that a settlement class be certified, which class shall be comprised of the Class Members. Defendants agree solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action under California Code of Civil Procedure section 382; provided, however, that if a Final Approval

Order is not issued, then Defendants shall retain all rights to object to maintaining this case as a class action. The Named Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

3. **PRELIMINARY SETTLEMENT APPROVAL.** Immediately upon all parties signing this Agreement, Class Counsel shall use all reasonable efforts to file a motion seeking a Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of a class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified class, and the requirement that the Notice be given to the Class Members as provided in Section 4, below (or as otherwise determined by the Court).

4. **NOTICE TO THE CLASS.**

(a) The Claims Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(b) For those Class Members who currently conduct business with Defendants and for whom Defendants maintain current contact information, including email addresses, Defendants shall provide the Claims Administrator with the most recent contact information and email addresses it has for the Class Members within 10 days of the issuance of the preliminary approval order. The Claims Administrator shall email the Notice to each Class Member's last known email address in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email, within 10 days of receiving the email addresses from Defendants. The Notice shall include the Class Member's last known mailing address. For any emails that are returned undeliverable, the Claims Administrator shall use the best available databases to obtain current email address information for class members, update its database with these emails, and resend the Notice, within 7 days after receiving the undeliverable notice. Class members who receive re-mailed notices will be given an extension of time equal to the number of days from the initial email notice to the date on which the notice is re-sent.

(c) For those Class Members who are not currently conducting business with Defendants or for whom Defendants do not have current contact information and/or email addresses, including for the database search described in paragraph 4(b) above, the Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendants shall provide the Claims Administrator with last known mailing addresses for the Class Members for whom no current email address is available, within 14 days of the issuance of the preliminary approval order. The Claims Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate prior to mailing the Notice. For all mailed Notices that are returned as undeliverable, the Claims Administrator shall use standard skip tracing devices to obtain forwarding address information and shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Notice shall also be posted on a settlement website created by the Claims Administrator.

(e) The Claims Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. A summary report of the Notice shall be provided to the parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Claims Administrator regarding the Notice shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party.

(f) The Notice shall be in a form approved by the Court and, substantially similar to the notice form attached hereto as Exhibit 1. The parties may by mutual written consent make non-substantive changes to the Notice without Court approval.

(g) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration, shall be paid out of the Settlement Fund.

**5. MOTION FOR FINAL APPROVAL.** Within a reasonable time after the Bar Date to Opt Out, and provided the conditions in Section 18(a)(i), below are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

**6. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

**7. THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) **Payments to Class Members.** Within ten (10) days after the entry of the Final Approval Order, Defendants shall transfer the Settlement Fund to the Claims Administrator. The Settlement Fund shall be the total amount Defendants are obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs, which includes costs associated with administering the Notice in accordance with Section 4, above, and (b) any Service Award (defined below) paid to the Named Plaintiff. Defendants shall not make any additional or further contributions to the Settlement Fund, even if the total amount of all alleged Disputed Per Diem Charges exceeds the value of the Net Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either party for any reason, including pursuant to Section 18, below, the portion of the Settlement Fund paid to the Claims Administrator (including accrued interest, if any) shall be refunded to Defendants within two (2) business days.

(b) All funds held by the Claims Administrator pursuant to the administration of claims shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Claims Administrator for the administration of claims at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiff's Fees and Costs. Plaintiff's reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after entry of the Effective Date. Class Counsel shall apply for an award of attorneys' fees, attorney's costs, and administration costs not to exceed \$285,000 and Defendants agree not to oppose an application up to that amount. This amount shall be based on a lodestar (with a multiplier of "1" or less), plus reimbursement of reasonable litigation costs, to be approved by the Court, and further include the costs associated with the notice and administration of the claims in this case. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendants; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

(ii) Service Award. The Named Plaintiff may apply to the Court for a "Service Award" of up to ten thousand dollars (\$10,000) for its services as the Named Plaintiff. Subject to the Court's approval, the Service Award shall be paid from the Settlement Fund ten (10) days after the Effective Date.

(iii) Payments to Class Members. The amount paid to each Class Member shall be calculated as follows:

$$(\text{Net Settlement Fund} / \text{Total Disputed Per Diem Charges}) \times \text{Total Disputed Per Diem Charges Charged per Class Member} = \text{Individual Payment}$$

(iv) Individual Payments shall be paid to Class Members ten (10) days after the Effective Date, by sending Class Members a check at the address stated in the Notice, or at such other address as designated by the Class Member. The Class Member shall have one-hundred eighty (180) days to negotiate the check. Any checks uncashed after one-hundred eighty (180) days shall be distributed pursuant to Section 10.

(e) Subject to Section 18, no portion of the Settlement Fund shall revert to Defendants. If all attempts to notify a Class Member pursuant to paragraph 4 prove unsuccessful, that Class Member's *pro rata* share of the settlement shall be returned to the Net Settlement Fund for distribution to other Class Members.

**8. FINAL REPORT TO THE COURT.** Within two hundred (200) days after the Effective Date, Class Counsel shall submit a Final Report to the Court, setting forth: (a) the amounts paid to Class Members by Class Counsel, (b) Any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; and (d) the total amount of money unpaid to Class Members.

**9. CLAIMS ADMINISTRATION.**

(a) The Claims Administrator shall execute a retainer agreement that shall provide, among other things, that the Claims Administrator shall be bound by and shall perform

the obligations imposed on it under the terms of this Agreement. The Claims Administrator has agreed to cap its fees for Notice and administration of this class action at \$15,000. Defendants will cooperate in every reasonable manner with Claims Administrator to facilitate this.

(b) The Claims Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Claims Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Defendants' Counsel, at its own cost, shall receive a complete digital copy of the claims administration records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies.

(c) The Claims Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments received under the terms of this Agreement.

(d) The Claims Administrator shall provide the data in its claims administration database to Defendants' Counsel in response to any written request, including an email request.

(e) Within one hundred-ninety (190) days after the Effective Date, the Claims Administrator shall prepare a declaration setting forth the total payments issued to Class Members, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Claims Administrator.

**10. UNCASHED CHECKS.** Thirty (30) days after the Final Report, the total amount of uncashed checks, and amounts held by the Claims Administrator at the time of the Final Report, will be directed to the State Controller's Office under the Unclaimed Property Statutes.

**11. OPT-OUTS.**

(a) A Class Member who wishes to exclude himself or herself or itself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Claims Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself or itself from the Agreement, and shall be signed and dated.

(b) The Claims Administrator shall maintain a list of persons or entities who have excluded themselves and shall provide such list to Class Counsel and Defendants' Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Claims Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks).

**12. OBJECTIONS.**

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, who wishes to object to the fairness, adequacy, or reasonableness of this

Settlement Agreement or the Settlement, or to the requested award of Attorneys' Fees and Expenses, must submit an Objection by mail to the Claims Administrator. For the Objection to be valid, it must be postmarked on or before the Bar Date to Object. To state a valid objection to the Settlement, an objecting Settlement Class Member must provide the following information in the Settlement Class Member's written objection: (1) his/her full name, current address, and current telephone number; (2) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (3) any other documents that the objector wishes to submit in support of its position and of any other documents that the objector wishes to submit in support of its position.

(b) Finally, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees and reimbursement of reasonable litigation costs and expenses.

(c) Any Settlement Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all the requirements of this Settlement Agreement applicable to Settlement Class Members.

(d) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

### **13. RELEASE.**

(a) Except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiff, on behalf of itself and all of its Related Parties, and each of the Class Members, including their respective Related Parties, hereby release and forever discharge Defendants, and all of their Related Parties (each a "Released Party" and collectively, the "Released Parties"), from any and all Released Claims as of the date the Judgment becomes final and the Gross Settlement Amount is fully funded by APL. A claim shall not be released under this Agreement if it does not arise out of and/or relate to the facts and claims asserted in the Complaint in this case during the period from April 7, 2007, to June 16, 2016.

### **14. PRIVACY OF DOCUMENTS AND INFORMATION.**

The Named Plaintiff, their respective Related Parties, and the Class Counsel agree that they shall not use any of the documents and information Defendants provided to them during the course of the litigation through final payment to the Class and/or settlement discussions for any purpose other than settlement of this class action.

### **15. PUBLICITY.**

The Named Plaintiff, their respective Related Parties, and Class Counsel agree that, unless otherwise required by Section 4(d) or any other provision of this Agreement, they will not in any manner publicize the terms of this Settlement Agreement, which includes notifying any member of the media regarding the terms and conditions of the Settlement or responding to media inquiries,



and includes posting or disseminating the terms and conditions of the settlement on any social media website or Class Counsel's website.

**16. CONDITIONS TO SETTLEMENT.**

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 3 above;

(ii) The Court has entered the Final Approval Order as required by Sections 5 and 6 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 18(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendants shall have the option to terminate this Agreement if ten (10%) percent or more of the Class Members or any number of Class Members who allegedly paid an aggregate of one million dollars (\$1,000,000) or more in Per Diem Charges during the period April 7, 2007 to June 16, 2016, opt out. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 18 within fifteen (15) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 18(c) immediately above, or fails to become effective in accordance with Sections 18(a) and/or (b) immediately above, then the parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**17. REPRESENTATIONS.**

(a) The parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The parties have not relied on any representations, promises or agreements other than those expressly set forth in this Agreement.

(c) The Named Plaintiff, on behalf of the Class Members, represents that it has made such inquiry into the terms and conditions of this Agreement as it deems appropriate, and that by executing this Agreement, it believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Named Plaintiff represents that it has no conflicts or other personal interests that would in any way impact its representation of the class in connection with the execution of this Agreement.

(e) Defendants represent and warrant that they have obtained all corporate authority necessary to execute this Agreement.

**18. FURTHER ASSURANCES.** Each of the parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

**19. APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of California.

**20. NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

**21. ENTIRE AGREEMENT.** This Agreement, including the exhibit attached hereto, constitutes the entire agreement made by and between the parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

**22. BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the parties hereto and their successors.

**23. SEVERABILITY.** In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**24. COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

**25. NOTIFICATION.** Any notice to be given to Class Counsel and/or the Named Plaintiff shall be sent by mail or email as follows:

David C. Wright  
McCune Wright Arevalo LLP  
3281 E. Guasti Road, Ste. 100  
Ontario, CA 91761  
Telephone: (909) 557-1250  
dcw@mccunewright.com

Any notice to be given to Defendants under the terms of this Agreement shall be sent by mail or email as follows:

Erich P. Wise/State Bar No. 63219  
erichw@fdw-law.com  
Alisa Manasantivongs/State Bar No. 260227  
alisam@fdw-law.com  
FLYNN, DELICH & WISE LLP  
One World Trade Center, Suite 1800  
Long Beach, California 90831-1800  
Telephone: (562) 435-2626  
Facsimile: (562) 437-7555

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: October 20, 2022

American President Lines, LLC; APL Co. Pte. Ltd.  
By:   
Their: Chief Governance Officer

Dated: October 21, 2022  
individual on

ELITE LOGISTICS CORPORATION, on  
behalf of itself and those it represents

By:   
Moon Chul Kang

**APPROVED AS TO FORM:**

Dated: October 20, 2022

FLYNN, DELICH & WISE LLP  
Erich P. Wise

By: \_\_\_\_\_

Erich P. Wise  
Alisa Manasantivongs  
Nicholas S. Politis  
Attorneys for Defendants  
American President Lines, LLC ; APL Co. Pte. Ltd.

Dated: October 21, 2022

McCUNE WRIGHT AREVALO, LLP  
David C. Wright

EDWARD D. CHONG AND ASSOCIATES  
Edward D. Chong

By: \_\_\_\_\_

David C. Wright  
Attorneys for Plaintiff  
ELITE LOGISTICS CORPORATION