

**SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (the “**Agreement**”) is made and effective as of January 21, 2024 (the “**Effective Date**”), by and between Kloosterboer International Forwarding LLC and Alaska Reefer Management LLC (together, “**Plaintiffs**”), on the one hand, and the United States Department of Homeland Security (“**DHS**”), U.S. Customs and Border Protection (“**CBP**”), and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity (collectively, the “**United States**”), on the other hand. Plaintiffs and the United States may hereafter be referred to collectively as the “**Parties**” or individually as a “**Party**.”

**RECITALS**

WHEREAS, in August 2021, CBP began assessing notices of penalty against Plaintiffs and other entities, including, without limitation, the entities listed in Exhibit A (the “**Other Entities**”) for alleged violations of the Jones Act, 46 U.S.C. § 55102, relating to their use of the Bayside Canadian Railway (the “**BCR**”) or their involvement with Plaintiffs’ use of the BCR;

WHEREAS, on September 2, 2021, Plaintiffs filed a complaint against the United States in the United States District Court for the District of Alaska, Case No 3:21-cv-00198 (SLG), styled *Kloosterboer International Forwarding LLC, et al. v. United States of America, et al.* (the “**Lawsuit**”), which alleged that all the penalties were unlawful;

WHEREAS, on November 1, 2021, the United States filed a counterclaim against Plaintiffs, seeking to collect payment for two assessed penalties, in the amounts of \$10,184,801.77 and \$14,748,549.51 (the “**Counterclaim**”) (the Lawsuit and Counterclaim together are referred to as the “**Action**”);

WHEREAS, CBP issued, or planned to issue, notices of penalties against Plaintiffs and Other Entities for alleged violations of the Jones Act, 46 U.S.C. § 55102, relating to their use of the BCR, in total for approximately \$407 million (the “**Asserted Penalties**”);

WHEREAS, CBP alleges it could have issued additional notices of penalties against Plaintiffs and Other Entities for alleged violations of the Jones Act, 46 U.S.C. § 55102, relating to their involvement with Plaintiffs’ use of the BCR, which together with the \$407 million in issued notices of penalty, would total approximately \$1.9 billion (the “**Unasserted Penalties**”);

WHEREAS, the Asserted Penalties, the Unasserted Penalties, and all penalties both issued (mailed by CBP) or that could have been issued (not mailed by CBP), whether to Plaintiffs, the Other Entities, or to any person or entity not yet identified by CBP but to which a penalty could be issued relating to such entity’s use of the BCR or involvement with Plaintiffs’ use of the BCR, which together with the Asserted and Unasserted Penalties are referred to as the “**Global Penalties**”;

WHEREAS, the Parties and Other Entities desire to resolve all of their disputes in any way arising from or relating to the Action and the Global Penalties and reach a full and final settlement

of all such disputes, claims and causes of action, which any Party or the Other Entities have or may have against one another;

WHEREAS, this Settlement Agreement is a compromise settlement of disputed claims, and is neither an admission of liability by any Party or the Other Entities nor a concession by the United States that its claims are not well founded;

WHEREAS, the Parties wish to provide releases of claims arising from the Action, or any claims arising from or relating to the use of the BCR by any person or entity, that include releases of Plaintiffs, Other Entities, and the United States, with respect to the Action and the Global Penalties arising from or relating to use of the BCR through and including the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in full and complete settlement of the matters and things recited herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs and the United States do hereby covenant and agree with each other as follows:

*[Remainder of Page Left Intentionally Blank]*

A handwritten mark or signature, possibly a stylized letter 'Q' or a similar symbol, located in the bottom right corner of the page.

## TERMS OF AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Penalty Notices. All penalty notices associated with the Global Penalties assessed against Plaintiffs and Other Entities are withdrawn and of no force or effect, meaning that Defendants will not pursue collection of such penalty notices.
3. Unasserted Penalties. The United States shall never issue, pursue, or seek to enforce any of the Global Penalties that have been prepared but not issued or that could have been issued arising from or relating to any use of the BCR, against Plaintiffs, the Other Entities, or any other person or entity.
4. Dismissal of Action. Within two (2) business days of the execution of this Agreement by all Parties, the Parties shall jointly move the United States District Court for the District of Alaska for dismissal with prejudice of the Action, which, for the avoidance of doubt, includes both the Lawsuit and the Counterclaim. This motion shall notify the Court that the Action has been settled and that the Parties stipulate to dismissal of the Lawsuit and the Counterclaim with prejudice, and agree to bear their own fees, costs and expenses.
5. Dismissal of Administrative Proceedings. Following dismissal of the Action, the Parties shall promptly dismiss with prejudice or discontinue, as appropriate, any pending administrative proceedings against Plaintiffs or Other Entities arising from or relating to any use of the BCR. The United States shall not commence, pursue or enforce any administrative proceedings against any person or entity arising from the use of the BCR.
6. Settlement Payment.
  - A. Plaintiffs shall pay to the United States Nine Million and Five Hundred Thousand Dollars (\$9,500,000.00) (the "**Settlement Payment**"), which shall be paid on or before sixty (60) business days following the signature of this Agreement by all Parties, and following delivery to Plaintiffs of a fully-executed version of this Agreement.
  - B. Payment shall be made by Plaintiffs to the United States by electronic funds transfer or certified check at the address set forth in Section 12 of this Agreement in accordance with the payment date above.
    - i. The United States will provide Plaintiffs with instructions to make the electronic funds transfer by separate letter.
    - ii. The United States will provide notice of any changes to these instructions pursuant to Section 12 of this Agreement.
  - C. For internal accounting purposes only, the Settlement Payment will be recorded by CBP as a receipt for FP&F case number 2021-0122-300301-01. For the avoidance of doubt, this accounting entry does not alter the fact that, because all penalties are withdrawn by virtue of this Agreement and are of no force or effect, the Settlement Payment is a compromise

settlement of disputed claims, does not constitute a penalty or fine as to any entity, and is not an admission of liability by any Party or the Other Entities.

D. Following its execution, this Agreement and its terms including, but not limited to the identity of the Other Entities, shall not be publicly disclosed until the Settlement Payment is made pursuant to Section 6(A) and (B) above.

7. Forum. The Parties expressly agree to submit to personal jurisdiction in the District of Alaska and agree that the forum for any litigation pursuant to this Agreement, whether suit is brought by Plaintiffs or the United States, shall be the United States District Court for the District of Alaska.

8. Representations and Warranties of Plaintiffs. Plaintiffs represent and warrant to the United States that the following are true, complete, and correct as of the Effective Date.

A. Plaintiffs are duly organized, validly existing, and qualified and empowered to conduct their business, and have full power and authority to enter into and fully perform and comply with the terms of this Agreement.

B. The execution, delivery, and performance of this Agreement will not conflict with or result in a breach of any contract, agreement, law, or regulation to which Plaintiffs are a party or to which Plaintiffs are bound.

C. Plaintiffs have obtained all necessary consents and approvals to their execution and delivery of this Agreement, and this Agreement is valid and enforceable against Plaintiffs in accordance with its terms.

9. Representations and Warranties of the United States. The United States represents and warrants to Plaintiffs that the following are true, complete, and correct as of the Effective Date.

A. The United States and those executing this Agreement on its behalf have full power and authority to enter into and fully perform and comply with the terms of this Agreement.

B. The execution, delivery, and performance of this Agreement will not conflict with or result in a breach of any contract, agreement, law, or regulation to which the United States, or any individual Party, is a party or to which the United States, or any individual Party, is bound.

C. The United States and those executing this Agreement on its behalf have obtained all necessary consents and approvals to its execution and delivery of this Agreement, and this Agreement is valid and enforceable against the United States in accordance with its terms.

10. Releases. The following releases shall be effective as of the Effective Date of this Agreement.

A. Plaintiffs, including their officers, members, agents, attorneys, employees, parents, subsidiaries, affiliated companies, and all persons acting by or through Plaintiffs, hereby

release and discharge DHS; CBP; and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity, including their agents, successors, and all persons acting by or through the United States, of and from any and all manner of claims, demands, requirements, agreements, obligations, debts, duties, sums, accounts, covenants, contracts, promises, damages, judgments, controversies, causes of action and claims for reimbursement of attorneys' fees or any other costs, or any other fees or expenses paid or incurred, however described, and whether known or unknown, asserted or unasserted, liquidated or unliquidated, and whether sounding in contract, fraud, tort, or otherwise, of any kind and of any nature whatsoever, in any way arising from or relating to the Action, the Global Penalties, and any use of the BCR.

B. DHS; CBP; and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity, including its predecessors, agents and successors, and all persons acting by or through the United States, hereby release and forever discharge Plaintiffs, their present and former officers, directors, principals, members, agents, managing agents, attorneys, employees, parents, subsidiaries, affiliated entities, partners, joint venturers, predecessors, successors and assigns, and all persons acting by or through Plaintiffs, of and from any and all manner of claims, demands, requirements, agreements, obligations, debts, duties, sums, accounts, covenants, contracts, promises, damages, judgments, controversies, causes of action and claims for reimbursement of attorneys' fees or any other costs, or any other fees or expenses paid or incurred, however described, and whether known or unknown, asserted or unasserted, liquidated or unliquidated, and whether sounding in contract, fraud, tort or otherwise, of any kind and of any nature whatsoever, in any way arising from or relating to the Action, the Global Penalties, and any use of the BCR.

C. DHS; CBP; and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity, including their agents and successors, and all persons acting by or through the United States, hereby release and forever discharge the Other Entities, including but not limited to the entities listed on Exhibit A, and any further persons and entities that used the BCR, or participated in any way in the supply chain related to the use of the BCR or who received or could have received a penalty notice in any way arising from or relating to the use of the BCR, and each of their respective present and former officers, directors, principals, members, agents, managing agents, attorneys, employees, parents, subsidiaries, affiliated companies, partners, joint venturers, predecessors, successors and assigns, and all persons acting by or through any of them, of and from any and all manner of claims, demands, requirements, agreements, obligations, debts, duties, sums, accounts, covenants, contracts, promises, damages, judgments, controversies, causes of action and claims for reimbursement of attorneys' fees or any other costs, or any other fees or expenses paid or incurred, however described, and whether known or unknown, asserted or unasserted, liquidated or unliquidated, and whether sounding in contract, fraud, tort or otherwise, of any kind and of any nature whatsoever, in any way arising from or relating to the Action, the Global Penalties, and any use of the BCR.

D. The Parties expressly waive and assume the risk of any and all claims arising from or relating to use of the BCR which exist as of the Effective Date, but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their respective decisions to enter into this

Agreement. The Parties specifically do not, however, waive or release any claim that may arise for breach of this Agreement.

11. Independent Enforceability. The Parties acknowledge and agree that this Agreement creates a new, enforceable agreement and obligations among them, and that as stated in this Agreement, all prior claims, demands, actions, or causes of action are hereby merged. All claims and defenses related to administrative or judicial claims arising from the breach or enforcement of the terms of this Agreement are expressly preserved.

12. Notice and Cure.

A. If Plaintiffs are in default of this Agreement by failing to make the payment in accordance with the Settlement Payment provisions of this Settlement Agreement or by filing for bankruptcy pursuant to the U.S. Bankruptcy Code, the United States shall give written notice to Plaintiffs of such failure and Plaintiffs shall have fourteen (14) business days from receipt of said notice to cure such defect; provided, however, that if a subsequent default occurs under the Settlement Payment provision of the Settlement Agreement within a one-year period following such default, then no notice or cure period shall be provided.

B. Any notice, report, demand, or other instrument authorized or required to be given or furnished hereunder shall be in writing and shall be given as follows: (a) by hand delivery; (b) by deposit in the United States mail as first-class certified mail, return receipt requested, postage paid; (c) by overnight nationwide commercial courier service; or (d) by email with a confirmation copy to be delivered by duplicate notice in accordance with any of clauses (a) – (c) above, in each case, to the Party intended to receive the same at the following address(es):

If to Kloosterboer International Forwarding LLC:

Kloosterboer International Forwarding LLC  
2025 1st Ave  
Ste 1205  
Seattle, WA 98121  
Telephone: (206) 448-0300  
Attention: (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

If to Alaska Reefer Management LLC:

Alaska Reefer Management LLC  
2025 1st Ave  
Ste 1205  
Seattle, WA 98121  
Telephone: (206) 448-0300  
Attention: (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

With a copy to:

Kasowitz Benson Torres LLP  
1633 Broadway  
New York, NY 10019  
Telephone: (212) 506-1700  
Attention: Hector Torres, Esq.

(b)(6); (b)(7)(C)

If to the United States:

United States Attorney's Office  
222 West 7<sup>th</sup> Avenue  
Room 253, #9  
Anchorage, Alaska 99513  
Telephone: (907) 271-5071  
Attention: Dustin Glazier

(b)(6); (b)(7)(C)

C. Any party may change the address to which any such notice is to be delivered, by furnishing ten (10) days written notice of such change to the other parties in accordance with the provisions of Section 12(B) above. Notices shall be deemed to have been given on the date they are actually received; provided, however, that the inability to deliver notices because of a changed address of which no notice was given, or rejection or refusal to accept any notice offered for delivery shall be deemed to be receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept delivery. Notice for any party may be given by its respective counsel.

13. Representations and Warranties of the Parties.

A. THE PARTIES REPRESENT AND WARRANT TO EACH OTHER THAT THEY:

- i. HAVE READ EACH AND EVERY PROVISION OF THIS INSTRUMENT;
- ii. HAVE CONSULTED, OR HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE THIS INSTRUMENT REVIEWED BY, COMPETENT LEGAL COUNSEL OF THEIR CHOOSING, AND UNDERSTAND, AGREE TO AND ACCEPT THE PROVISIONS HEREOF.



14. Consent Judgment. In the event that Plaintiffs are in default of this Agreement by failing to make the payment in accordance with the Settlement Payment provisions of this Settlement Agreement or by filing for bankruptcy pursuant to the U.S. Bankruptcy Code, and the United States has provided Plaintiffs notice and the opportunity to cure in accordance with Section 12 of this Agreement, and Plaintiffs then fail to cure the default within the period required in Section 12, upon notice to Plaintiffs and presentation of an Affidavit from the United States, its agent, representative, or attorney, in the office of the Clerk of the United States District Court for the District of Alaska, the Court may enter a judgment against Plaintiffs in favor of the United States, pursuant to the terms of the Joint Motion for Entry of Consent Judgment and Order, attached hereto as Exhibit B. Plaintiffs hereby agree to accept service of process against them and agree to the entry of a CONSENT JUDGMENT against them in the form attached hereto as Exhibit B in favor of the United States for the amount of Nine Million and Five Hundred Thousand Dollars (\$9,500,000), less any amounts paid by Plaintiffs to the United States as a Settlement Payment under the terms of this Agreement.

15. General Provisions.

A. This Agreement shall be construed under the laws of the State of Alaska.

B. All prior discussions between and among the Parties and their representatives concerning the subject matter of this Agreement are superseded by and merged into this Agreement. This Agreement contains the entire agreement between the Parties. No Party has relied upon any promise, agreement, representation or warranty, oral or written, that is not set forth in this Agreement. No modification, amendment, change or discharge of any term or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is asserted.

C. If one or more of the provisions of this Agreement shall be found invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

D. The failure of any Party at any time to insist upon the strict performance of any of the terms or covenants of this Agreement shall not be deemed a waiver of the right to insist upon strict performance of the same or any other term or covenant of this Agreement at any time.

E. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties and Other Entities, including any and all corporations, partnerships, or entities into or with which any Party or Other Entities may merge, consolidate, or reorganize, their heirs, assigns, successors in business or interest and all persons and entities claiming through them.

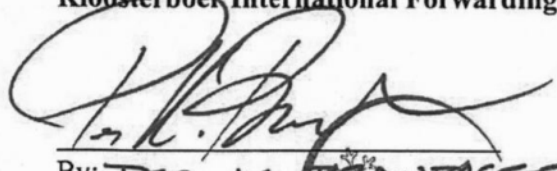
F. The Parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.



G. Two or more duplicate originals of this Agreement may be signed by the Parties hereto each of which shall be an original but all of which together shall constitute one in the same instrument. Copies of this signed Agreement transmitted by scan or pdf shall be deemed equal to originals of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused the foregoing Settlement Agreement and Mutual Release of Claims to be executed by their signatures below.

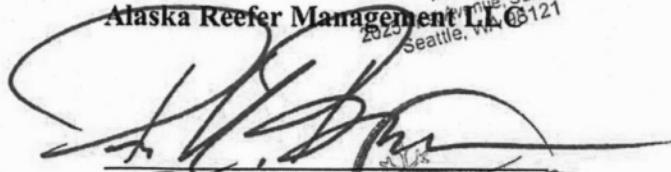
**Kloosterboer International Forwarding LLC**



By: ~~PER K. BRAUTASET~~  
Title: ~~PRESIDENT ALASKA REEFER~~

Alaska Reefer Management LLC  
Per K. Brautaset  
President  
2025 First Avenue, Suite 1205  
Seattle, WA 98121

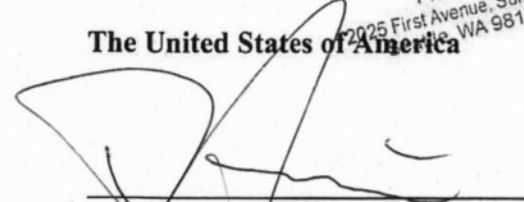
**Alaska Reefer Management LLC**



By: ~~PER K. BRAUTASET~~  
Title: ~~PRESIDENT ALASKA REEFER~~

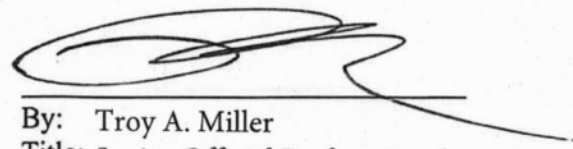
Alaska Reefer Management LLC  
Per K. Brautaset  
President  
2025 First Avenue, Suite 1205  
Seattle, WA 98121

**The United States of America**



By: Dustin M. Glazier  
Title: Assistant U. S. Attorney

**United States Customs and Border Protection**



By: Troy A. Miller  
Title: Senior Official Performing the  
Duties of the Commissioner

## EXHIBIT A

The defined term “**Other Entities**” encompasses all entities who used or were involved with Plaintiffs’ use of the BCR and have been or could be subject to the Global Penalties, including, but not limited to, the following:

American Seafoods Company LLC
Kloosterboer Dutch Harbor LLC
Arctic Storm, Inc.
Arctic Fjord Inc.
Bright Star Ship Management
Chartworld Shipping
Connors Transfer Ltd.
Dagim Tahorim Co. Inc.
Foggy Cove Ventures
GAS LLC DBA Golden Alaska
Glacier Shipping LLC
Golden Alaska Seafoods Inc.
Green Management SP. Z.O.O
Iquique US LLC
Kloosterboer Bayside
McGrath Logistics
Midland Transport
Neptune Trading Group Limited
North Star Fishing
Northeast Transport
O’Hara Corporation a/k/a O’Hara Seafoods
PC Trucking
Premier Pacific Seafoods
R.E.M Transport Ltd.
R.F. Chamberland Inc.
Seatrade
Shoreland Transport USA Inc.
Siem Shipping
Star Reefers Shipowning Inc.
Trident Seafoods
Trireme Vessel Management
Westward Seafoods



# **EXHIBIT B**



("DHS"); U.S. Customs and Border Protection ("CBP"); and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity (collectively "the United States") hereby jointly move this Court for entry of a Consent Judgment and Order against Plaintiffs.

In support of this Motion, the parties state as follows:

1. In accordance with the terms set forth below, Plaintiffs hereby authorize the entry of a Consent Judgment and Order in substantially the same form as attached hereto as Exhibit 1 (the "Consent Judgment"), against Plaintiffs and in favor of the United States for the principal sum of \$9.5 million.

2. Kloosterboer International Forwarding LLC is an Alaska limited liability company organized and existing under the laws of the State of Alaska. Alaska Reefer Management LLC is a Delaware limited liability company organized and existing under the laws of the State of Delaware. Defendants are federal agencies and officials of the United States Government. Both Plaintiffs and the United States submit to the jurisdiction of this Court and to the jurisdiction of such other courts where the United States shall seek to have the Consent Judgment entered with respect to the subject matter of this Consent Judgment and hereby make a general appearance before this Court and all other such courts to which this Consent Judgment is presented for entry.

3. Plaintiffs acknowledge that the Judgment is in payment and satisfaction of a compromise settlement of claims raised by the parties to the subject action, whereby the United States agreed to withdraw all notices of penalty issued to Plaintiffs and other entities and globally release Plaintiffs and all other entities for all asserted and unasserted penalties without the Plaintiffs or any other entity admitting liability, culpability or fault. Plaintiffs

assent to the entry of the Judgment as a free and voluntary act. Plaintiffs acknowledge that it is obligated to pay the United States the amount due and owing under the terms of the settlement agreement between the parties and this judgment, as set forth herein.

4. Plaintiffs and the United States have entered into a Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”) whereby Plaintiffs agreed to tender payment to the United States pursuant to a payment schedule outlined in the Settlement Agreement.

5. Plaintiffs and the United States agreed to submit to the jurisdiction of this Court for all matters relating to enforcement of the Settlement Agreement.

6. The persons signing this Consent Judgment are of lawful age and are the proper parties with authority to execute and sign the same.

7. The terms of the proposed Consent Judgment are commercially fair and reasonable and are the product of arm’s length discussions among the parties and their counsel of choice.

WHEREFORE, the parties respectfully request the Court enter the Consent Judgment and Order in substantially the same form as attached hereto as Exhibit 1.

DATED: \_\_\_\_\_

BIRCH HORTON BITTNER & CHEROT

/s/ David Karl Gross

David Karl Gross, ABA #9611065  
510 L Street, Suite 700  
Anchorage, AK 99501  
Telephone: 907.276.1550

(b)(6); (b)(7)(C)

KASOWITZ BENSON TORRES LLP

Edward E. McNally, ABA #9203003  
Marc E. Kasowitz (Pro Hac Vice)  
Hector Torres (Pro Hac Vice)  
David J. Abrams (Pro Hac Vice)  
Kim Conroy (Pro Hac Vice)  
David E. Ross (Pro Hac Vice)  
1633 Broadway  
New York, NY 10019  
Telephone: (212) 506-1700

(b)(6); (b)(7)(C)

*Counsel for Plaintiffs*

S. LANE TUCKER  
United States Attorney

/s/ Dustin M. Glazier

Dustin M. Glazier  
United States Attorney's Office  
222 West 7<sup>th</sup> Avenue  
Room 253, #9  
Anchorage, Alaska 99513  
Telephone: (907) 271-5071  
Facsimile: (907) 271-2344

Email: (b)(6); (b)(7)(C)

*Counsel for the United States*

# EXHIBIT 1





NOW, THEREFORE, IT IS HEREBY FINALLY ORDERED, ADJUDICATED,  
AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this action and the parties to the action. The parties submit to the jurisdiction of the Court for the purpose of enforcement of this Consent Judgment and Order.

2. Judgment is entered in favor of the United States in the amount of Nine Million and Five Hundred Thousand Dollars (\$9.5 million), less \_\_\_\_\_, (\$\_\_\_\_\_), reflecting any payment made toward this sum by Plaintiffs to the United States.

3. Each of the parties consenting to the entry of this Consent Judgment and Order waives any and all rights to appeal or otherwise contest the Consent Judgment and Order.

4. The Court shall retain continuing jurisdiction over this action and the parties for the purposes of making any further orders necessary to enforce this Consent Judgment and Order.

SO ORDERED, this \_\_\_ day of \_\_\_\_\_

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Sharon L. Gleason  
United States District Judge

**CONSENT**

Kloosterboer International Forwarding LLC and Alaska Reefer Management LLC hereby stipulates and consents to entry of the foregoing Consent Judgment and Order.

**KLOOSTERBOER INTERNATIONAL FORWARDING, LLC**

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

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

**ALASKA REEFER MANAGEMENT, LLC**

By: Per Brauteset

Title: President

I, \_\_\_\_\_, a Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by [NAME], [TITLE] of Kloosterboer International Forwarding, LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Per Brauteset, President of Alaska Reefer Management, LLC.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_

**CONSENT**

The U.S. Department of Homeland Security (“DHS”); U.S. Customs and Border Protection (“CBP”); and U.S. Customs and Border Protection Senior Official Performing the Duties of the Commissioner Troy A. Miller, in his official capacity (collectively “the United States”), hereby stipulate and consent to entry of the foregoing Consent Judgment and Order.

THE UNITED STATES

By: Dustin M. Glazier

Title: Assistant United States Attorney

I, \_\_\_\_\_, a Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dustin M. Glazier, Assistant United States Attorney and counsel to the United States.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_