

**FOR PUBLICATION**  
**UNITED STATES COURT OF APPEALS**  
**FOR THE NINTH CIRCUIT**

REGAL-BELOIT CORPORATION;  
VICTORY FIREWORKS, INC.; PICC  
PROPERTY & CASUALTY COMPANY  
LIMITED SHANGHAI BRANCH; ROYAL  
& SUN ALLIANCE INSURANCE CO.  
LTD.,

*Plaintiffs-Appellants,*

v.

KAWASAKI KISEN KAISHA LTD.; K-  
LINE AMERICA, INC.; UNION PACIFIC  
RAILROAD COMPANY,

*Defendants-Appellees.*

No. 06-56831

D.C. No.  
CV-06-03016-DSF

ORDER

On Remand from the United States Supreme Court

Filed August 31, 2010

Before: Stephen S. Trott, Sidney R. Thomas and  
Raymond C. Fisher, Circuit Judges.

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**ORDER**

In light of the Supreme Court's decision in *Kawasaki Kisen Kaisha Ltd. v. Regal-Beloit Corp.*, 130 S. Ct. 2433 (2010), the parties' agreements are governed by the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701 note, rather than by the Carmack Amendment, 49 U.S.C. § 11706. *See Kawasaki Kisen Kaisha*, 130 S. Ct. at 2449. Therefore the parties are bound by the Tokyo forum selection clause contained in the bills of lading. The decision of the district court dismissing the instant case is affirmed.

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Defendants-appellees are entitled to costs, as well as recovery of costs previously paid to plaintiffs-appellants.

**AFFIRMED.**