

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

MARC E. OLIVER, d/b/a GULF COAST :
ENVIRONMENTAL AND RECOVERY,
And T.M. JEMISON CONSTRUCTION :
CO. INC. d/b/a JEMISON MARINE, INC., :
Plaintiffs, : CA 11-0223-KD-C

MIDSOUTH BANK, N.A., :
Plaintiff/Counter-Defendant : IN ADMIRALTY
In Personam and In Rem

vs. :

M/V BARBARY COAST, her engines,
tackle, furniture, and appurtenances, etc., :
In Rem, and RODD CAIRNS, an :
individual, and ATCHAFALAYA MARINE,:
LLC, In personam,
Defendants/Counter-Plaintiffs/
Third-Party Plaintiffs, :

vs. :

EAGLE RIVER TOWING, L.L.C., p/k/a/or :
a/k/a EAGLE INLAND TOWING, :
NATIONAL UNION FIRE INSURANCE :
COMPANY OF PITTSBURGH, PA, :
LOUISIANA LIMESTONE & LOGISTICS,
L.L.C., and CURTIS BUFORD,
Third-Party Defendants. :

ORDER

This matter is before the Court on Plaintiff T.M. Jemison Construction Co., Inc.,
d/b/a Jemison Marine, Inc.’s Motion to Dismiss With Prejudice, as amended, on the
grounds that its claims “have been resolved in full and final settlement and satisfaction,
with said Plaintiff to bear its own costs[]” and that its motion “was submitted with the

consent of all parties.” (Docs. 151, 153). In light of Plaintiff’s representation that the motion is filed with the consent of all parties, there is no longer a need to provide for the filing of any opposition to said motion and thus, Plaintiff T.M. Jemison Construction Co., Inc., d/b/a Jemison Marine, Inc.’s Motion to Dismiss all of its claims with prejudice (as amended) (Docs. 151, 153) is due to be **GRANTED**. Accordingly, it is **ORDERED** that Plaintiff T.M. Jemison Construction Co., Inc., d/b/a Jemison Marine, Inc.’s claims in this case are hereby **DISMISSED WITH PREJUDICE**. Plaintiff to bear its own costs

DONE and ORDERED this the 17th day of **November 2011**.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE