

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

**IN THE MATTER OF THE COMPLAINT)
OF PARKER TOWING COMPANY, INC.,)
AS OWNER AND OPERATOR OF THE) CIVIL ACTION 17-0489-WS-C
M/V TOUCHSTONE ENERGY)**

ORDER

This matter comes before the Court on petitioner Parker Towing Company, Inc.'s Verified Complaint for Exoneration from or Limitation of Liability (doc. 1). Upon review of the Complaint and attachments, the Court finds, pursuant to Supplemental Admiralty Rule F(3), that petitioner has satisfied the requirements of Supplemental Admiralty Rule F(1). Accordingly, Parker Towing's motion for order adopting petitioner's proposed order, approving petitioner's *Ad Interim* Stipulation of Value, restraining prosecution of claims, and directing issuance of notice to claimants is **granted** as set forth below.

On November 6, 2017, petitioner, Parker Towing Company, Inc., as owner of the M/V TOUCHSTONE ENERGY, filed a Complaint for Exoneration from or Limitation of Liability as provided for in 46 U.S.C. §§ 30501 *et seq.*, and Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims for any and all losses, damages, injuries and destruction done or occasioned during the voyage of the M/V TOUCHSTONE ENERGY, on or about June 5, 2017, as more fully described in the Complaint. The Complaint set forth the facts and circumstances upon which the said limitation of and/or exoneration from liability is claimed, and from which it appears that the value of the M/V TOUCHSTONE ENERGY and pending freight (if any) at the termination of the subject voyage did not exceed the sum of \$314,000.00. Based on information contained in the Complaint, it appears that certain claims have been made (and additional claims may be made) against Parker Towing for loss, damage, injury and destruction allegedly incurred in consequence of the voyage discussed above. Along with the Complaint, petitioner has filed an *Ad Interim* Stipulation for Value, duly executed on November 6, 2017, on behalf of Parker Towing Company, Inc., in the sum of \$314,000, plus costs and interest at the applicable rate per annum.

Upon motion of petitioner, Parker Towing Company, Inc., premises considered, it is **ORDERED** as follows:

1. The *Ad Interim* Stipulation for Value appended to the Complaint as Exhibit B is hereby **APPROVED** as security pursuant to Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims;¹
2. The *Ad Interim* Stipulation for Value shall be without prejudice to the due appraisal of the value of the M/V TOUCHSTONE ENERGY under order of this Court. Upon such appraisal, and upon the Court's determination of any exception to that valuation, any party may apply to have the amount of the *Ad Interim* Stipulation for Value increased or reduced, as the Court may direct;
3. The further prosecution of any pending actions, suits or legal proceedings in any court whatsoever, and the institution and prosecution of any suits, actions or legal proceedings of any nature and description whatsoever in any court, except in this proceeding for exoneration from or limitation of liability, against Parker Towing, its controllers, underwriters, insurers, or the M/V TOUCHSTONE ENERGY, in respect of any claim arising out of or in connection with that vessel's voyage on or about June 5, 2017, be and the same are hereby **STAYED AND RESTRAINED** until the hearing and determination of this action. Any and all warrants of arrest that may have been issued in such other suits, actions and legal proceedings are hereby **DISSOLVED**;
4. A Notice in substantially the attached form shall be issued to all persons asserting claims with respect to which the Complaint seeks exoneration or limitation. Such Notice shall admonish claimants to appear and file their respective claims with the Clerk of Court, and to serve on counsel of record for the petitioner a copy thereof,

¹ That said, there is a typographical error in the *Ad Interim* Stipulation for Value as currently filed. In particular, this document references "an incident allegedly occurring on June 5, **2015**." (Doc. 1, Exh. B at 1 (emphasis added).) But the Complaint and plaintiff's other filings repeatedly indicate that the subject claims asserted by Christopher James Williams relate to an incident involving the M/V TOUCHSTONE ENERGY that took place on June 5, 2017. To alleviate any potential confusion, petitioner is **ordered** to file an Amended *Ad Interim* Stipulation for Value on or before **November 16, 2017** that corrects this discrepancy as to the date of the incident.

on or before **January 9, 2018**, or be defaulted, and shall further specify that if any claimant desires to contest either the right to exoneration from or the right to limitation of liability, he must file and serve on petitioner's counsel an Answer to the Complaint on or before **January 9, 2018**, unless his claim has included an answer to the Complaint so designated, or be defaulted;

5. The aforementioned Notice shall be published in the form required by Supplemental Rule F once a week for four successive weeks prior to the claims-filing deadline in *The Press Register*, a newspaper of general circulation published in Mobile, Alabama, the final publication to occur on or before **December 17, 2017**;
6. Not later than the date of the second publication of said Notice, petitioner shall mail or cause to be mailed a copy of the Notice to every person known to have made any claim against the vessel or petitioner arising out of the voyage on which the claims sought to be limited arose; and
7. Petitioner may make service of this Order through the United States Postal Service by mailing a conformed copy thereof to the person or persons sought to be restrained, or to their respective attorneys, or alternatively, by hand delivery.

DONE and ORDERED this 9th day of November, 2017.

s/ WILLIAM H. STEELE
UNITED STATES DISTRICT JUDGE

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**IN THE MATTER OF THE COMPLAINT)
OF PARKER TOWING COMPANY, INC.,)
AS OWNER AND OPERATOR OF THE) CIVIL ACTION 17-0489-WS-C
M/V TOUCHSTONE ENERGY)**

**NOTICE TO CLAIMANTS OF COMPLAINT FOR
EXONERATION FROM OR LIMITATION OF LIABILITY**

Notice is hereby given that petitioner, Parker Towing Company, Inc., as owner of the M/V TOUCHSTONE ENERGY, has filed a Complaint for Exoneration from or Limitation of Liability as provided for in 46 U.S.C. §§ 30501 *et seq.*, and Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims for any and all losses, damages, injuries and destruction done or occasioned during the voyage of the M/V TOUCHSTONE ENERGY, on or about June 5, 2017, on the Tombigbee River near Jackson, Alabama, as described in the Complaint.

All persons, firms, corporations or other legal entities asserting claims with respect to which the Complaint seeks limitation and/or exoneration must file them with the Clerk of Court, United States District Court for the Southern District of Alabama, 113 St. Joseph Street, Mobile, AL 36602 on or before **January 9, 2018**, or be defaulted. Personal attendance is not required. A copy of any claim must also be served on petitioner's attorneys, Bradley J. Schlotterer, Sean T. McLaughlin and Daniel B. Stanton with the law firm Kean Miller LLP, 909 Poydras, Suite 3600, New Orleans, LA 70112.

Any claimant desiring to contest petitioner's rights to either limitation of or exoneration from liability shall file and serve an Answer to the Complaint on or before the above date unless his claim has included an Answer, all as required by Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims.

This _____ day of November, 2017.

UNITED STATES MARSHAL

PUBLICATION INSTRUCTIONS:

Please publish in *The Press Register* once a week for four (4) consecutive weeks, the final publication to occur on or before December 17, 2017