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8 Attorneys for Claimants, Manson Construction Company
 9 and the Dutra Group and the Joint Venture between Manson
 10 Construction Company and the Dutra Group

11 THE UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN FRANCISCO DIVISION

14 In Re Complaint of Taurus Maritime, Inc., as
 15 owners and/or operators of the Tug, *Terilyn*, her
 16 engines, tackle, appurtenances in a cause of
 17 exoneration from or limitation of liability
 18
 19 Petitioner.
 20 vs.
 21 The County of Marin, State of California
 22
 23 Claimant

Case No. CV083195 PJH

STIPULATION and PROPOSED ORDER

Judge: Hon. Phyllis J. Hamilton

Complaint Filed: July 2, 2008

24 This Stipulation and Proposed Order is entered into between the following parties: Manson
 25 Dutra, a joint venture between the Dutra Group and Manson Construction Company and a
 26 claimant herein, the County of Marin (the "County"), a claimant, and petitioner, Taurus Marine,
 27 Inc. and arises from the following facts:

- 28 1. In the early morning hours of January 4, 2008, the tug, *Terilyn*, made up a barge
 owned and operated by Dutra Group that was being utilized by the Manson/Dutra
 joint venture on a construction project on the County's east coast to a
 Manson/Dutra buoy. The line used to tie up the barge parted and the barge was
 driven onto the McNear beach where it struck and damaged a pier owned by the
 County. Efforts were made to move the barge in daylight hours at which time the

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- barge struck and damaged the pier again.
- 2. Taurus Marine, as owner and operator of the tug, *Terilyn*, which made up the barge as aforesaid, timely filed the within action to limit its liability.
- 3. The only claims that have been received in this action are claims by the County, Manson Construction, Dutra Group and the Manson/Dutra joint venture. All other claims, if any, not filed have been time barred by this Court's order dated October 21, 2008 (Document no. 23)
- 4. As a result of the claim made by the County for damage to the pier the Manson/Dutra joint venture entered into a settlement with the County to repair the pier at no cost to the County and also agreed to compensate the County for loss of use of the pier and additional expenses. Under the terms of the settlement between Manson/Dutra and the County the claims that the County has asserted against Taurus Marine in this proceeding have been assigned to Manson/Dutra.
- 5. As a result of the foregoing assignment the County wishes to withdraw from this action and Manson/Dutra intends to stand in the shoes of the County in this action and assert the County's claims in this action as its own.
- 6. Petitioner, Taurus Marine has no objection to the withdrawal of the County as a claimant in this action nor to the assertion of the County's claim by Manson /Dutra.
- 7. The elimination of the County as a party to this action will simplify the action and allow this action to move more expeditiously (and most likely lead towards a satisfactory resolution through settlement.)
- 8. Nothing in this stipulation should be interpreted as an admission of liability by petitioner nor to the value of any claim asserted or to the property at issue in this action.

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1 November 25, 2009

Chiles and Prochnow, LLP

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By: /s/ Robert C. Chiles

Robert C. Chiles

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Attorneys for Claimants Manson Construction Co., the
Dutra Group and the Joint Venture between Manson
Construction Co. and the Dutra Group

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6 November 25, 2009

Grotefeld and Hoffmann, LLP

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By: /s/ Todd Harshman

Todd Harshman

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Attorneys for the County of Marin

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11 November 25, 2009

Law Offices of George W. Nowell

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By: /s/ John C. Cigavic, III

John H. Cigavic, III

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Attorneys for Petitioner Taurus Marine, Inc.

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(PROPOSED) ORDER

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The Court, having read the foregoing stipulation and good cause appearing there for, it is hereby ordered that the County of Marin's application to withdraw is granted and the County is hereby dismissed as a party to this litigation and that the Manson/Dutra joint venture claim is hereby amended to assert all claims that the County had previously asserted in this limitation action.

December 7 2009

Judge of the US District Court Northern District of California



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ATTESTATION PURSUANT TO GENERAL ORDER 45, SECTION X.B.

I hereby attest that I have on file all holograph signatures for any signatures indicated by a "conformed" signature (/S/) within this e-filed document.

December 1, 2009

/s/ Robert C. Chiles
Robert C. Chiles