

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

SOUTHERN MARINE TOWING &
SALVAGE, INC.,

Plaintiff,

v.

Case No: 2:22-cv-390-JES-KCD

ONE 28'6" 2011 MAKO MARINE,
284 CC POWER VESSELL,
bearing the Hull
Identification Number of
BUJa03MDk011, its engines,
tackle, equipment, apparel,
appurtenances, etc., in rem
and SHAWN HENNESSEY, in
personam,

Defendants.

OPINION AND ORDER

This matter comes before the Court on plaintiff's Motion for Entry of Default Judgment (Doc. #17) filed on September 27, 2022. No response has been filed and the time to respond has expired.

On June 24, 2022, plaintiff Southern Marine Towing & Salvage, Inc. filed suit against defendant Shawn Hennessey for non-payment of salvage services rendered to defendant's vessel. On or about June 26, 2020, plaintiff responded to a request for assistance for the vessel located in a channel in Naples where the vessel was sunken dockside. Defendant stated that his vessel was covered by Allstate Insurance and plaintiff agreed to provide maritime services. The raising of the vessel took approximately 20.5

hours, including 4 hours of salvage diver time, over two days. After being refloated, plaintiff was able to safely tow the vessel to Landings Boat Ramp.

The signed contract between defendant and plaintiff reflected a salvage billing of \$13,572.50, that included salvage charges of 17.5 daytime hours at \$350 an hour, 3 nighttime hours at \$365 an hour, tow charges for 1.75 hours at \$350 an hour, and 4 hours of salvage divers. Demand was made of defendant, but he has paid only \$1,000 in breach of a signed contract (Count One). Defendant seeks \$12,572.50, and attorney's fees and in Count Two of the Complaint (Doc. #1) for the vessel to be condemned and sold with plaintiff being granted a credit in the amount of its judgment to bid as it sees fit against the vessel at judicial sale. Plaintiff also seeks relief as a professional salvor (Count IV) and Quantum Meruit (Count III). On August 22, 2022, a Clerk's Entry of Default (Doc. #14) was entered as to defendant. Having reviewed the allegations in the Complaint, and finding all prerequisites have been met, Fed. R. Civ. P. 55(a), the Court finds that plaintiff is entitled to a default judgment.

The motion attaches the contract reflecting that a monthly interest rate of 1.5% applies to any balance over 30 days, and that defendant agreed to pay all charges including attorneys fees and costs should collection be necessary. (Doc. #17-1, Exh. A.) Also attached is an Affidavit of Kelly Ann L. May (Doc. #17-2,

Exh. B) regarding the billable hours for \$6,300 in fees plus costs in the amount of \$563.35). Counsel's billable rate is \$500 per hour for these types of cases. The request for fees is unopposed and authorized by the contract. The motion will be granted.

Accordingly, it is hereby

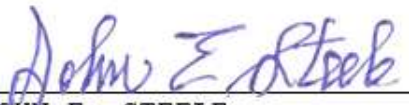
ORDERED:

Plaintiff's Motion for Entry of Default Judgment (Doc. #17) is **GRANTED**, and the Clerk shall enter judgment in favor of plaintiff and against defendant as follows:

1. In the amount of \$13,572.50, plus interest at a rate of 1.5% accrued monthly from June 30, 2020, through the present date; and
2. Attorney fees and costs totaling \$6,863.35 (\$6,300 in fees and \$563.35 in costs) for collection costs due and owing until paid.

The Clerk shall further terminate all pending deadlines and close the file.

DONE and ORDERED at Fort Myers, Florida, this 18th day of October 2022.



JOHN E. STEELE
SENIOR UNITED STATES DISTRICT JUDGE

Copies:
Counsel of Record