

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

IN THE MATTER OF CROSBY MARINE  
TRANSPORTATION, LLC AND CROSBY  
TUGS, LLC, AS THE OWNERS AND  
OWNERS PRO HAC VICE OF THE M/V  
DELTA DUCK AND HER CARGO,  
ENGINES, TACKLE, GEAR,  
APPURTENANCES, ETC. *IN REM* AND  
BERTUCCI CONTRACTING COMPANY,  
LLC AS THE OWNERS AND OPERATORS  
PRO HAC VICE OF THE BARGE BBL 708  
AND HER CARGO, ENGINES, TACKLE,  
GEAR, APPURTENANCES, ETC. *IN REM*  
PETITIONING FOR EXONERATION FROM  
AND/OR LIMITATION OF LIABILITY

RE: ALL CASES

CIVIL ACTION

NO. 17-14023 c/w 18-4136

SECTION M (4)

JUDGE BARRY W. ASHE

MAGISTRATE JUDGE KAREN W.  
ROBY

**ORDER**

Before the Court are several motions to dismiss regarding BIS Services, LLC:

- (1) Unopposed Voluntary Motion to Dismiss Third-Party Complaint of Kathy Randle, mother of decedent, Samantha Randle, and Anna Clark, against BIS Services, LLC (R. Doc. 237);
- (2) Unopposed Voluntary Motion to Dismiss Third-Party Complaint of Angela Huggins against BIS Services, LLC (R. Doc. 238);
- (3) Joint Motion to Dismiss Crossclaims and Counterclaims between BIS Services, LLC and Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 239);

- (4) Unopposed Voluntary Motion to Dismiss Claim and Crossclaims of BIS Services, LLC against Claud Toups (R. Doc. 241);
- (5) Unopposed Voluntary Motion to Dismiss Claims of BIS Services, LLC against Crosby Marine Transportation, LLC, Crosby Tugs, LLC, and Bertucci Contracting Co., LLC (R. Doc. 242);
- (6) Unopposed Voluntary Motion to Dismiss Crossclaims of BIS Services, LLC against Crosby Dredging, LLC, Chris Carter, and Derek Hebert (R. Doc. 243);
- (7) Unopposed Voluntary Motion to Dismiss Crossclaims of BIS Services, LLC against Insurers of Crosby Marine Transportation, LLC, Crosby Tugs, LLC, Crosby Dredging, LLC, and Bertucci Contracting Co., LLC (R. Doc. 244).

Having considered all motions;

**IT IS ORDERED** that the Third-Party Complaint of Kathy Randle, mother of decedent, Samantha Randle, and Anna Clark, against BIS Services, LLC (R. Doc. 41) be, and the same hereby is, **DISMISSED**, without prejudice, each party to bear her or its own respective costs, and reserving unto Kathy Randle, mother of decedent, Samantha Randle, and Anna Clark, all rights which they may have, or have asserted, against all other parties to this litigation and with respect to the accident of November 19, 2017, subject of the captioned litigation.

**IT IS FURTHER ORDERED** that the Third-Party Complaint of Angela Huggins against BIS Services, LLC (R. Doc. 51) be, and the same hereby is, **DISMISSED**, without prejudice, each party to bear her or its own respective costs, and reserving unto Angela Huggins, any and all claims, demands, and/or causes of action against any and all entities arising out of the accident of November 19, 2017, including but not limited to those claims against those entities subject to the captioned litigation.

**IT IS FURTHER ORDERED** that all crossclaims off BIS Services, LLC against Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company, and all counterclaims and crossclaims of Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company against BIS Services, including but not limited to the following crossclaims and counterclaims of BIS Services, LLC, Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company:

1. Crossclaim by BIS Services, LLC against Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 118);
2. Crossclaim by BIS Services, LLC against Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 119);
3. Counterclaim against BIS Services, LLC by Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 151);
4. Counterclaim against BIS Services, LLC by Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 152);
5. Crossclaim against BIS Services, LLC by Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 153);
6. Crossclaim against BIS Services, LLC by Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 154);
7. Crossclaim against BIS Services, LLC by Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company (R. Doc. 155);
8. First Amended Crossclaim against Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company by BIS Services, LLC (R. Doc. 164); and

9. First Amended Crossclaim against Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company by BIS Services, LLC (R. Doc. 165);

be, and the same hereby are, DISMISSED, without prejudice, each party to bear their own respective costs, and reserving unto BIS Services, LLC, Chad Williams, GEICO Marine Insurance Company, and GeoVera Specialty Insurance Company all rights which they may have against all other parties to this litigation.

**IT IS FURTHER ORDERED** that the Claim and Crossclaims of BIS Services, LLC against Claude Toups (R. Docs. 117, 118, and 119) be, and the same hereby are, DISMISSED, without prejudice, each party to bear his or its own respective costs, and reserving unto BIS Services, LLC all rights which it may have against all other parties to this litigation and/or with respect to the accident of November 19, 2017, subject of the captioned consolidated litigation.

**IT IS FURTHER ORDERED** that the Claims of BIS Services, LLC against Crosby Marine Transportation, LLC and Crosby Tugs, LLC, as owners and owners pro hac vice of the *M/V Delta Duck* (R. Doc. 126), as well as the Claims of BIS Services, LLC against Bertucci Contracting Co., LLC, as owner and owner pro hac vice of the Barge *BBL-708* (R. Doc. 126) be, and the same hereby are, DISMISSED, without prejudice, each party to bear its own respective costs, and reserving unto BIS Services, LLC all rights which it may have against all other parties to this litigation and/or with respect to the accident of November 19, 2017, subject of the captioned consolidated litigation.

**IT IS FURTHER ORDERED** that the Crossclaims of BIS Services, LLC against Crosby Dredging, LLC, Chris Carter, and Derek Hebert (R. Docs. 118, 119, and 164) be, and the same hereby are, DISMISSED, without prejudice, each party to bear his or its own

respective costs, and reserving unto BIS Services, LLC all rights which it may have against all other parties to this litigation and/or with respect to the accident of November 19, 2017, subject of the captioned litigation.

**IT IS FURTHER ORDERED** that the Crossclaims of BIS Services, LLC against Atlantic Specialty Insurance Company; Markel American Insurance Company; State National Insurance Company; Navigators Insurance Company; United States Fire Insurance Company; Mitsui Sumitomo Insurance Company of America; Swiss Re International SE; Certain Underwriters at Lloyd's Syndicate 1206 ATL; Certain Underwriters at Lloyd 's Syndicate 1897 SKD; Certain Underwriters at Lloyd's Syndicate 1183 TAL; Certain Underwriters at Lloyd's Syndicate 2007 NVA; Certain Underwriters at Lloyd's Syndicate 0382 HDU; Certain Underwriters at Lloyd's Syndicate 1274 AUL; Certain Underwriters at Lloyd's Syndicate 0510 KLN; Certain Underwriters at Lloyd's Syndicate 1861 ATL; Certain Underwriters at Lloyd's Syndicate 1967 WRB; Certain Underwriters at Lloyd's Syndicate 0780 ADV; Certain Underwriters at Lloyd's Syndicate 1225 AES; and Certain Underwriters at Lloyd's Syndicate 0033 HIS (the "Crosby Insurers"); and Atlantic Specialty Insurance Company; Markel American Insurance Company; State National Insurance Company; Navigators Insurance Company; United States Fire Insurance Company; Mitsui Sumitomo Insurance Company of America; Certain Underwriters at Lloyd's Syndicate 1206 ATL; Certain Underwriters at Lloyd's Syndicate 1897 SKD; Certain Underwriters at Lloyd's Syndicate 1183 TAL; Certain Underwriters at Lloyd's Syndicate 2007 NVA; Certain Underwriters at Lloyd's Syndicate 0382 HDU; Certain Underwriters at: Lloyd's Syndicate 1274 AUL; Certain Underwriters at Lloyd's Syndicate 0510 KLN; Certain Underwriters at Lloyd 's Syndicate 1861 ATL; Certain Underwriters at Lloyd 's Syndicate 1967 WRB; Certain Underwriters at Lloyd's Syndicate 0780

ADV; and Certain Underwriters at Lloyd's Syndicate 1225 AES (the "Bertucci Insurers") (R. Docs. 118, 119 and 164) be, and the same hereby are, DISMISSED, without prejudice, each party to bear their own respective costs, and reserving unto BIS Services, LLC all rights which it may have against all other parties to this litigation and/or with respect to the accident of November 19, 2017, subject of the captioned litigation.

New Orleans, Louisiana, this 20th day of September, 2019.



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BARRY W. ASHE  
UNITED STATES DISTRICT JUDGE