

UNITED STATES DISTRICT COURT  
 EASTERN DISTRICT OF MISSOURI  
 EASTERN DIVISION

STARR INDEMNITY & LIABILITY )  
 COMPANY and NEW YORK MARINE & )  
 GENERAL INSURANCE CO., )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 CONTINENTAL CEMENT COMPANY, )  
 L.L.C., SUMMIT MATERIALS, L.L.C., and )  
 THE UNITED STATES ARMY CORPS OF )  
 ENGINEERS, )  
 )  
 Defendants. )

Case No. 4:11CV809 JAR

**MEMORANDUM AND ORDER**

This matter is before the Court on Plaintiff Starr Indemnity & Liability Company and New York Marine & General Insurance Company’s (collectively “Starr”) Emergency Motion for Ex Parte Order, Prompt Hearing and to Preserve Evidence (“Motion”; ECF No. 129). After a conference call with the parties,

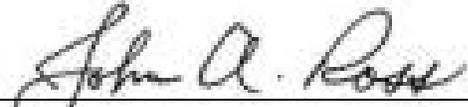
**IT IS HEREBY ORDERED** that Plaintiff Starr Indemnity & Liability Company and New York Marine & General Insurance Company’s Emergency Motion for Ex Parte Order, Prompt Hearing and to Preserve Evidence [129] is **GRANTED**, in part, and **DENIED**, in part.

**IT IS FURTHER ORDERED** that Continental Cement Company and Summit Materials, L.L.C. keep Starr apprised of all plans to alter the Mark Twain barge, including any plans for removing the barge.

**IT IS FURTHER ORDERED** that, prior to any removal and/or destruction of the Mark Twain barge, Starr will have an opportunity to inspect the starboard #3 wingtank, and Starr will pay any and all reasonable costs associated with the inspection.

**IT IS FINALLY ORDERED** that the Plaintiffs’ Motion is **DENIED** in all other respects.

Dated this 20th day of February, 2013.

A handwritten signature in cursive script that reads "John A. Ross". The signature is written in black ink and is positioned above a horizontal line.

JOHN A. ROSS  
UNITED STATES DISTRICT JUDGE