

United States District Court
Southern District of Texas

ENTERED

October 18, 2017

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

IN THE MATTER OF HARCO MARINE,	§	
LLC AND HARLEY MARINE GULF,	§	
LLC,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 3:15-CV-221
	§	
CHEVRON U.S.A. INC., <i>et al</i> ,	§	
	§	
Defendants.	§	

FINAL JUDGMENT

Harco Marine, L.L.C., as owner of the M/V ALAMO (Official No. 1247382) and Harley Marine Gulf, L.L.C. as operator and manager of the M/V ALAMO filed a complaint on August 18, 2015, seeking exoneration from or limitation of liability for all loss, destruction, damage or injury caused by or resulting from an incident that occurred on February 19, 2015 at the Chevron Marine Terminal in Pascagoula, Mississippi. On August 19, 2015, the Court entered an order directing issuance of notice and restraining prosecution of claims and setting the date for filing of claims on or before October 13, 2015 (hereinafter "Monition"). See Dkt. 9. Public notice of the Monition was duly given by Harco Marine L.L.C. and Harley Marine Gulf, L.L.C. as required by law, by the practice of this Court, and by the Monition, and copies of the Motion were duly served in accordance with the terms of the Monition, all of which appears from affidavits and materials filed in this case (Dkt. 15). Two claimants filed timely claims (Dkt. 12 and 14).

The time to present claims expired, and this Court entered an order on January 27, 2016 noting the defaults of all persons who had not presented their claims by the date in the Monition and barred all further claims in the suit (Dkt. 25). All claims, by or against all parties, have been

compromised and settled. Accordingly, this limitation of liability action is determined and no further claims may be presented in this action.

Now, on the pleadings and other proceedings heretofore had herein, and on the agreed motion of all parties, it is **ORDERED, ADJUDGED AND DECREED** that the said incident of February 19, 2015 and all loss, destruction, damage or injury resulting therefrom were done, occasioned and incurred without the privity or knowledge of Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C. and without fault or liability on the part of Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C., and that Harco Marine, L.L.C., Harley Marine Gulf, L.L.C. and the M/V ALAMO, their apparel, equipment, engines, freights, tackle, etc., in rem, be and they hereby are forever exonerated and discharged from all liability for any and all claims for loss, destruction, damage or injury arising out of said incident or arising on the voyage on which the M/V ALAMO was then engaged; and it is further

ORDERED that the claims of Chevron U.S.A. Inc. and Brandon Salyers against Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C. are hereby dismissed on the merits with prejudice to the institution of any suit, action or proceeding in any court or tribunal for recovery of any claims, losses and damages arising out of or in any manner connected with their claims in this suit; and it is further

ORDERED, ADJUDGED AND DECREED that all persons and corporations having or claiming to have sustained any loss, destruction, damage or injury by reason of or in connection with the incident referred to in the petition or by reason of or in connection with any other matter or thing occurring on said voyage of the M/V ALAMO, be, and they hereby are, perpetually enjoined and restrained from instituting or prosecuting in any manner whatsoever, in this or in any other proceeding, suit or action, in any court or in any country, any claim, action, suit or

proceeding whatsoever against Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C. or its successors or against the M/V ALAMO, their apparel, equipment, engines, freights, tackle, etc., in rem,, or against any other vessel or property of Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C. or of its successors; and it is further

ORDERED that all bonds, letters of undertaking, and stipulations for costs (cash bond) and stipulations for value filed by Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C. or by any other party herein be, and they hereby are, cancelled and discharged of record; and it is further


ORDERED that the Injunction issued by this Court (Dkt. 3) enjoining the filing, commencement and/or further prosecution of any and all suits, actions, or legal proceedings of any nature, including but not limited to, Cause No. CV-0074491; Brandon Salyers vs. Harley Marine Gulf, LLC and Chevron USA, Inc.; In the County Court at Law No. 3, Galveston County, Texas, is hereby lifted and terminated.

ORDERED that all costs of court herein shall be borne by the party incurring same.

The Court directs the Clerk to enter this **FINAL JUDGMENT** as to Defendants Harco Marine, L.L.C. and Harley Marine Gulf, L.L.C.

The Court denies all relief not granted in this judgment.

SIGNED at Galveston, Texas, this 18th day of October, 2017.


George C. Hanks Jr.
United States District Judge