

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ENERGY STATE LIMITED, a Hong Kong
corporation

Plaintiff,

v.

M/V CRIMSON MONARCH (IMO No. 9675597), its
engines, tackle and apparel, etc.

Defendant *IN REM*.

IN ADMIRALTY

No.

**ORDER APPOINTING BUCK
FOWLER JR., OF MARINE LENDERS
SERVICES, LLC, AS SUBSTITUTE
CUSTODIAN**

THIS MATTER came before the Court on Plaintiff Energy State Limited's ("Plaintiff") Motion to Appoint a Substitute Custodian. This Court has reviewed the files and records herein, including specifically, Plaintiff's Motion to Appoint a Substitute Custodian, and the Declaration of Buck Fowler, Jr.

Being fully advised on this matter, this Court HEREBY FINDS:

1. Plaintiff filed its Verified Complaint on May 22, 2017, requesting that the Defendant vessel M/V CRIMSON MONARCH, IMO No. 9675597, its engines, machinery, and other appurtenances, etc. ("Defendant Vessel"), be condemned and sold to pay Plaintiff's claims and for other proper relief.

ORDER APPOINTING BUCK FOWLER JR., OF MARINE LENDERS
SERVICES, LLC AS SUBSTITUTE CUSTODIAN – Page 1

{28693-00311764;1}

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& PAUL
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1 2. It is anticipated that the Clerk of the Court will be authorized by this Court to
2 issue a Warrant of Arrest commanding the United States Marshal for this District to arrest
3 and take the Defendant Vessel into custody and to detain it in custody until further order of
4 this Court.

5 3. It is contemplated that the United States Marshal will seize the Defendant
6 Vessel forthwith. Custody by the U.S. Marshal requires the services of one or more keepers
7 at a charge of at least \$900.00 per day per keeper, not including charges for moorage and the
8 other services usually associated with safekeeping vessel similar to the Defendant Vessel.

9 4. The Defendant Vessel is currently at Smith Cove Anchorage in Seattle,
10 Washington. After arrest, it may be necessary to move the vessel to the facilities of Marine
11 Lenders Services, LLC, at 5350 30th Avenue NW, Seattle, Washington, or to other suitable
12 moorage. It may also be necessary to offload any remaining cargo from the vessel.

13 5. Plaintiff is agreeable to allowing Marine Lenders Services, LLC, to assume
14 the responsibility of safekeeping the Defendant Vessel and Marine Lenders Services, LLC,
15 has consented to act as custodian of the Defendant Vessel until further order of this Court.
16 Fees and expenses to be charged by Marine Lenders Services, LLC, will be substantially less
17 than the cost of leaving the Defendant Vessel in the custody of the U.S. Marshal.

18 6. Buck W. Fowler Jr, Managing Member by declaration, has stated that Marine
19 Lenders Services, LLC, has no interest in the outcome of this lawsuit, can arrange for
20 adequate facilities and supervision for the proper safekeeping of the vessel, and has obtained
21 the legal liability insurance through Travelers (Policy No. 6F238672 660) with policy limits
22 of not less than \$2,000,000.00 which is expected to be adequate to respond in damages for
23 loss of or injury to the Defendant Vessel resulting from their legal liability or for damages

1 sustained by third parties due to any acts, faults or negligence of the substitute custodian.
2 Further, in his declaration, Buck W. Fowler Jr, on behalf of Marine Lenders Services, LLC,
3 has agreed to accept custody of the Defendant Vessel and its equipment in accordance with
4 the terms of this Order.

5 7. In consideration of the U.S. Marshal's consent to the appointment of Marine
6 Lenders Services, LLC as substitute custodian, Plaintiff agrees to release the United States
7 and the U.S. Marshal from any and all liability and responsibility arising out of the care and
8 custody of the Defendant Vessel and its equipment, from the time the U.S. Marshal transfers
9 custody of the Defendant Vessel over to the substitute custodian, and Plaintiff further agrees
10 to indemnify and hold the United States and the U.S. Marshal harmless from any and all
11 claims whatsoever arising out of the substitute custodian's possession and safekeeping of the
12 vessel.

13 Order

14 NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

15 1. That upon the seizure of the Defendant Vessel, the M/V CRIMSON
16 MONARCH, IMO No. 9675597, its engines, tackle and other appurtenances pursuant to the
17 Warrant of Arrest, the U.S. Marshal for the Western District of Washington is authorized and
18 directed to surrender custody of the Defendant Vessel to Marine Lenders Services, LLC as
19 substitute custodian herein, and that upon such surrender, the Marshal shall be discharged
20 from his/her duties and responsibilities for the safekeeping of the Defendant Vessel and held
21 harmless from any and all claims arising out of said custodial services.

22 2. That Marine Lenders Services, LLC, as substitute custodian, shall see to and
23 be responsible for the safekeeping of the Defendant Vessel. The duties of the substitute

1 custodian shall include, but are not limited to, ensuring that there is adequate, safe moorage
2 for the vessel. The substitute custodian is not required to have a person live on board the
3 vessel, but an officer or authorized agent of the substitute custodian shall go on board the
4 vessel, from time to time to carry out the duties of substitute custodian. No other person
5 shall be allowed to enter on the vessel except as provided for herein or as otherwise expressly
6 authorized by order of this Court.

7 3. That the Defendant Vessel may be moved by tug or other safe means from its
8 present moorage to adequate, safe moorage at the facilities of the substitute custodian on the
9 Lake Washington Ship Canal, Seattle, Washington or other suitable location. The substitute
10 custodian shall notify the office of the U.S. Marshal that the Defendant Vessel is to be moved
11 and shall again notify the office of the U.S. Marshal when the Defendant Vessel has been
12 moved. Once the Defendant Vessel has been moved to the facilities of the substitute
13 custodian or other suitable moorage, the Defendant Vessel shall not be moved again without
14 further order of the Court.

15 4. That Marine Lenders Services, LLC, as substitute custodian, may if necessary
16 offload any cargo aboard the Defendant Vessel and arrange for storage of the same at a
17 suitable storage facility. The substitute custodian shall notify the office of the U.S. Marshal
18 prior to engaging in any such offloading of cargo and again upon the completion of any such
19 offloading.

20 5. That Marine Lenders Services, LLC, as substitute custodian, may if necessary
21 offload any fuel and arrange for disposal of the same. The substitute custodian shall notify
22 the office of the U.S. Marshal prior to engaging in any such offloading and again upon the
23 completion of any such offloading.

1 6. That Marine Lenders Services, LLC, as substitute custodian, may, but is not
2 required to, retain a marine engineer familiar with the Defendant Vessel and to take him or
3 her on board the Defendant Vessel with authorized agents of Marine Lenders Services, LLC
4 to assist in the securing of the Defendant Vessel.

5 7. That Marine Lenders Services, LLC, as substitute custodian may, but is not
6 required to, remove those pieces of electronic equipment on board the Defendant Vessel, if
7 any, which may be easily removed without damage to the Defendant Vessel, and that such
8 removed electronic equipment shall be stored in a safe, secure storage pending further Order
9 of this Court.

10 8. That Marine Lenders Services, LLC, as substitute custodian, may, but is not
11 required to, retain such services as are necessary to clean the interior and / or exterior of the
12 Defendant Vessel, remove food products with such services to be performed under the
13 supervision of the substitute custodian.

14 9. That Plaintiff shall arrange to pay charges for moorage of the Defendant
15 Vessel and the fees, costs, and legal liability insurance premiums of the substitute custodian
16 and shall reimburse the substitute custodian for such other costs as may be incurred in
17 conduction of the inventory of the equipment on board, in securing the Defendant Vessel, in
18 having the Defendant Vessel cleaned, in moving the Defendant Vessel, and / or in offloading
19 any cargo from the Defendant Vessel.

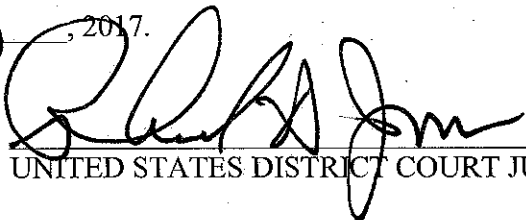
20 10. That subject to final approval by the Court, all fees, costs and expenses
21 incurred by Plaintiff or the substitute custodian pursuant to the terms of this Order shall be
22 deemed administrative expenses of the U.S. Marshal.
23

1 11. That Plaintiff's attorney shall send a copy of this Order to the owner of the
2 Defendant Vessel at the last address known by Plaintiff, and to the address shown on the
3 record of the U.S. Coast Guard by Certified Mail, Return Receipt Requested.

4 IT IS FURTHER ORDERED THAT all crew members shall remain on board the
5 Defendant Vessel and continue to operate and maintain all ship systems pending further order
6 of this Court.

7 It is further requested that the Clerk of this Court deliver three certified copies of this
8 order to the United States Marshal forthwith.

9 DATED this 22nd day of May, 2017.

10 
11 UNITED STATES DISTRICT COURT JUDGE

12 Presented by:

13 LE GROS BUCHANAN & PAUL

14 s/ Markus B. G. Oberg

15 Markus B.G. Oberg, WSBA #34914

16 Mary C. Butler, WSBA #44855

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