

2.

At all times material hereto, SEACOR Marine LLC (“SEACOR”), was and is a limited-liability company organized and existing under and by virtue of the laws of Delaware, with its principal place of business in Louisiana, and is the manager/operator of the SEACOR POWER. As such and for the reasons discussed further herein, SEACOR is an “owner” of the SEACOR POWER for purposes of the Limitation of Liability Act.

3.

At all times material hereto, SEACOR Liftboats LLC (“SEACOR Liftboats”), was and is a limited-liability company organized and existing under and by virtue of the laws of Delaware, with its principal place of business in Louisiana, and is incorrectly alleged by certain anticipated claimants to be the owner/operator of the SEACOR POWER.

4.

Before the occurrence of the incident described herein, the SEACOR POWER was a liftboat and offshore supply vessel bearing IMO number 8765682, with a gross registered tonnage of 2,276, and flagged under the laws of the United States of America.

5.

Petitioners used due diligence at all times to make and maintain the SEACOR POWER in all aspects seaworthy, and prior to the incident described herein, the SEACOR POWER was tight, staunch, strong, fully and competently manned, properly equipped and supplied, and in all respects seaworthy and fit for the service in which she was engaged.

6.

On April 13, 2021, shortly after 1200 local time, the SEACOR POWER departed from the berth at Port Fourchon, Louisiana, heading to a Talos Energy LLC (“Talos”) facility located at

MP-138. At approximately 1605 local time on April 13, 2021, the SEACOR POWER capsized in the Gulf of Mexico, roughly seven (7) to eight (8) nautical miles off the coast of Louisiana, in federal waters, after the Vessel suddenly and unexpectedly encountered extremely severe winds and seas. The SEACOR POWER is currently submerged in or around the location of its capsizing, at approximately Lat 29°00'25.7877"N and Long 90°11'52.9852"W.

7.

This Complaint is filed within six (6) months from the date Petitioners first received any notice of a limitable claim.

8.

The aforementioned incident was not due to any fault, neglect or want of care on the part of Petitioners or the SEACOR POWER or anyone for whom said Petitioners may be responsible. To the contrary, the Master who was in command of the SEACOR POWER on April 13, 2021 was experienced, well trained and highly competent. The weather report received by the captain on the morning of April 13, 2021 forecast afternoon winds and seas well within the SEACOR POWER's safe operating limits, and his decision to depart the berth and proceed with the voyage was reasonable and prudent. The voyage proceeded uneventfully for several hours until the weather suddenly and drastically deteriorated to a degree that was unforeseeable and well beyond the predicted weather conditions. Within a matter of minutes, the SEACOR POWER encountered heavy seas and hurricane force winds. Efforts were made to jack down the legs of the SEACOR POWER and turn the Vessel into the winds, but before the legs could be lowered to the sea floor, the SEACOR POWER was overcome by forces of nature. The SEACOR POWER's capsizing was a *force majeure* event which Petitioners could not have reasonably anticipated and for which Petitioners are not responsible.

9.

The aforementioned incident, and the resulting losses and damages, if any, liability for which is specifically denied by Petitioners, was done, occasioned and occurred without the fault, privity or knowledge of the Petitioners.

10.

As a result of the aforementioned incident, thirteen (13) individuals either perished or are presumed to have perished, while another six (6) individuals were rescued by the United States Coast Guard and other good Samaritan vessels. Those six (6) individuals are alleged to have sustained physical and/or emotional injuries, and/or other losses as a result of the aforementioned incident. In addition to those nineteen (19) potential injury or death claims, certain third-party contractors with property on the Vessel also may have sustained physical damage to property and/or other losses.

11.

Upon information and belief, Petitioners are, as of this date, aware of the following suits having been filed as a result of this incident:

- *Brandy Williams Norris, as Personal Representative of Decedent Ernest J. Williams, Jr. v. SEACOR Marine LLC, et al*

United States District Court, Eastern District of Louisiana
No. 2:21-cv-00903, Judge Milazzo, Magistrate Judge van Meerveld

- *Shelia Wallingsford, individually and in her capacity as Representative of the Estate of James Wallingsford v. SEACOR Marine LLC, et al*

United States District Court, Southern District of Texas
No. 4:21-cv-01657, Judge Sim Lake

- *Yvette J. Ledet, in her own right and in her capacity as the legal and personal representative of her deceased husband, David Ledet v. SEACOR Marine LLC, et al*

United States District Court, Eastern District of Louisiana

No. 2:21-cv-00854, Judge Milazzo, Magistrate Judge van Meerveld

- *Charlton Peter Rozands, Jr., and June Bergeron Rozands, individually and as Co-Administrators of the Estate of Christopher Cooper Rozands and as Provisional Tutors of Cullen Christopher Rozands v. SEACOR Marine LLC, et al*

United States District Court, Eastern District of Louisiana

No. 2:21-cv-00867, Judge Milazzo, Magistrate Judge van Meerveld

- *Gerald Krell, Individually and as Representative of the Estate of Jason Krell, Deceased v. SEACOR Marine LLC, et al*

Harris County, Texas 164 Judicial District

Cause No. 2021-26329 / Court: 164

- *Angel Morales, Individually and as Representative of the Estate of Chaz Morales, Deceased, and as Next Friend to Valerie Morales, Chaz Morales, Jr. and Jaxon Morales v. SEACOR Marine LLC, et al*

Harris County, Texas 152 Judicial District

Cause No. 2021-26075 / Court: 152

- *Lynn Shields Warren, Individually, on Behalf of Minor Child, Lola Ann Warren, and on Behalf of The Estate of Lawrence James Warren II. v. SEACOR Marine LLC, et al*

United States District Court, Western District of Louisiana

No. 6:21-cv-01346, Judge Juneau, Magistrate Judge Hanna

- *Michelle Martin, Individually and as Tutrix and Next Friend to A.P., E.P., and M.S., minors, and as representative of the Estate of Quinon Pitre v. SEACOR Marine LLC, et al*

Harris County, Texas 113 Judicial District

Cause No. 2021-27956 / Court: 113

- *Estelle Walcott, individually and as representative of the Estate of Gregory Walcott, Deceased v. SEACOR Marine LLC, et al*

17th Judicial District for the Parish of Lafourche, State of Louisiana

No. C-142771, Division A

- *Dawn Saddler, Individually and as Representative of the Estate of Gregory Walcott, Deceased, Arlana Saddler, Cristal Saddler, Luster Saddler, and James Saddler v. SEACOR Marine LLC, et al*

Harris County, Texas 113 Judicial District

Cause No. 2021-32218 / Court: 113

- *Dwayne Lewis v. SEACOR Marine LLC, et al*

United States District Court, Eastern District of Louisiana
No. 2:21-cv-01056

In addition, Petitioners have been made aware that other individuals have retained counsel and may bring claims in the future arising out of the aforementioned voyage of the SEACOR POWER, the sum total of which is expected to exceed the value of the SEACOR POWER and its freight pending, as outlined below. Petitioners bring this action so that all claims by all interested parties can be promptly and fairly adjudicated in a single forum, consistent with procedures established by Congress, the Federal Rules of Civil Procedure, and this Court. Contemporaneous with the filing of this Petition, Petitioners seek an order from this Court establishing a period of time within which any interested party may file a claim for damages so that the final adjudication of this matter may proceed expeditiously under the Court's supervision.

12.

Venue is proper in this judicial district pursuant to Rule F(9) of the Supplemental Admiralty Rules because the SEACOR POWER has not been attached or arrested, the incident happened off the coast of Louisiana, the vast majority of persons on board the SEACOR POWER at the time of the incident resided in Louisiana, and Petitioners have been sued in this district.

13

The total hire or pending freight for the voyage in question was FOUR MILLION SEVENTY-TWO THOUSAND FIVE UNDRED AND 00/100 (\$4,072,500) DOLLARS.

14.

The attached Vessel Valuation from Norman Dufour dated May 28, 2021, shows the SEACOR POWER had a scrap value of not more than SIX HUNDRED FIFTY THOUSAND AND 00/100 (\$650,000.00) DOLLARS at the conclusion of this incident. (See Valuation, attached

as Exhibit A). Petitioners reserve the right to supplement and amend this paragraph as further facts are developed.

15.

In addition, pursuant to 46 USC § 30506, the death and personal injury claims fund of \$420 per gross registered ton produces an increase in the limitation fund of NINE HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED TWENTY AND 00/100 (\$955,920.00) DOLLARS.

16.

Petitioners herewith submit for Court approval, as security for the benefit of all potential claimants, a Letter of Undertaking from Assuranceforeningen SKULD (Gjensidig) in the sum of FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, plus interest at six percent (6%) per annum from the date of said Letter of Undertaking, said sum representing the total value of the SEACOR POWER and her appurtenances, plus freight pending, plus the supplemental personal injury fund. (See Letter of Undertaking, attached as Exhibit B).

17.

Petitioners claim exoneration from and limitation of liability from any and all injuries, deaths, losses, or damages occurring as a result of the aforementioned incident and for any and all claims therefor. Petitioners maintain they have valid defenses thereto on the facts and on the law, and further alleged that the incident occurred without the privity and knowledge of Petitioners. Alternatively, Petitioners, without admitting but affirmatively denying all liability, claim the benefit of the Limitation of Liability provided for in 46 U.S.C. § 30501, *et seq.*, and, to that end, Petitioners herewith deposit into the registry of the Court, as security for the benefit of all potential claimants, the aforementioned Letter of Undertaking.

18.

Should the Petitioners be found liable and the amount or value of Petitioners' interests in the SEACOR POWER, as aforesaid, is not sufficient to pay all losses in full, then all claimants shall be made to share *pro rata* in the aforesaid sum represented by the Letter of Undertaking, saving to all such claimants any rights of priority they may have as ordered by this Honorable Court, or as provided by the aforesaid statutes, by the Federal Rules of Civil Procedure, including the Supplemental Admiralty Rules, the General Maritime Law, and by the rules and practices of this Honorable Court.

19.

All and singular the premises of this Complaint for Exoneration from or Limitation of Liability are true and correct and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court, and within the meaning and intent of Rule 9(h) of the Federal Rules of Civil Procedure.

WHEREFORE, Petitioners, Falcon Global Offshore II LLC, SEACOR Marine LLC, and SEACOR Liftboats LLC pray that:

1. This Court issue an Order approving the Letter of Undertaking submitted to the Court by Petitioners as security for the amount or value of their interest in the SEACOR POWER;
2. This Court issue a notice to all persons asserting claims with respect to which this Complaint seeks exoneration from or limitation of liability, admonishing them to file their respective claims with the Clerk of this Court and to serve on the attorneys for Petitioners a copy thereof on or before a date to be named in the notice, and that if any claimant desires to contest either the right to exoneration from or the right to limitation of liability, such person shall file and

serve on the attorneys for Petitioners an answer to this Complaint on or before the said date, unless his or her claim has included an answer, so designated;

3. This Court enjoin the further prosecution of any and all actions, suits and proceedings already commenced and the commencement or prosecution thereafter of any and all actions, suits or proceedings, of any nature or description whatsoever in any jurisdiction against Petitioners, their officers, and underwriters, and/or against the SEACOR POWER, her officers, crew, and underwriters, or against any employee or property of Petitioners except in this action, to recover damages for or in respect of any loss, damage, injury or deaths occasioned or incurred as a result of the aforesaid accident;

4. This Court adjudge, after due proceedings, that Petitioners are not liable to any extent for any injuries, losses, deaths or damages occurring as a result of the accident, or for any claim therefor in any way arising out of or resulting from the aforesaid accident;

5. Alternatively, if Petitioners shall be adjudged liable, then such liability shall be limited to the amount or value of Petitioners' interest in the SEACOR POWER, as aforesaid, at the time of the accident, that Petitioners be discharged therefrom upon the surrender of such interest, and that the money surrendered, paid or secured to be paid, as aforesaid, be divided *pro rata* according to the hereinabove mentioned statutes among such claimants as may duly prove and claim in accordance with the provisions of the Order hereinafter prayed for, saving to all parties any priorities to which they may be legally entitled, and that a decree may be entered, discharging the Petitioners and their underwriters from all further liability; and

6. Petitioners have such other and further relief as may be just and appropriate under the circumstances.

Respectfully submitted,

MURPHY, ROGERS, SLOSS,
GAMBEL & TOMPKINS

/s/ Peter B. Tompkins

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Telephone: (504) 523-0400

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AND

PHELPS DUNBAR LLP

/s/ Gary A. Hemphill

Gary A. Hemphill T.A. (#6768)

Adam N. Davis (#35740)

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arthur.kraatz@phelps.com

*Attorneys for Falcon Global Offshore II LLC,
SEACOR Marine LLC, and SEACOR Liftboats LLC*

VERIFICATION

STATE OF NEW YORK

COUNTY OF QUEENS

BEFORE ME, the undersigned authority, personally came and appeared:

Andrew H. Everett II

who, being duly sworn, did depose and say:

That he is Vice President and Secretary for SEACOR Marine LLC;

That he is Vice President and Secretary for Falcon Global Offshore II LLC;

That he is Vice President and Secretary for SEACOR Liftboats LLC;

That he has read the above and foregoing Complaint in Limitation;

That all of the allegations of fact contained in the Complaint are true and correct to the best of his knowledge, information and belief, based on information gathered to date.



Andrew H. Everett II

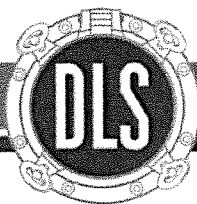
SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 2nd DAY
OF JUNE 2021.



NOTARY PUBLIC

(Bar/Notary _____)

CONNIE MORINELLO
Notary Public, State of New York
No. 01MO6088971
Qualified in Queens County
Commission Expires 03/17/2023



Marine Survey & Appraisal

May 28, 2021

Mr. Gary A. Hemphill
Phelps Dunbar LLP
365 Canal Street, Suite 2000
New Orleans, La 70130

Via e-mail: Gary.Hemphill@phelps.com

Re: Liftboat "SEACOR POWER"
Retrospective Appraisal as of April 13, 2021
Our File No. 0010-15N21

Dear Mr. Hemphill:

Please be advised that the undersigned Marine Appraiser has reviewed information provided by you as well as publicly available information, in order to offer our opinion of the retrospective fair market value of the vessel as of April 13, 2021, for the intended use of Phelps Dunbar LLP.

As you are aware, the vessel capsized during heavy weather on April 13, 2021 in approximately 50' of water 7-8 miles offshore from Port Fourchon while enroute to a Talos Energy offshore facility.

Based on reports received by this office from the on-scene hull and machinery surveyors, the estimated cost of wreck removal of the vessel, being conducted by Smit DonJon, could exceed \$15,000,000. Further, hull and machinery surveyors have estimated the cost of anticipated permanent repairs to the vessel to be in excess of \$40,000,000.

VESSEL DESCRIPTION:

Name : "SEACOR POWER"
Built : 2002
Official Number : 1115290
IMO Number : 8765682
Flag : U.S.A.



P 504.835.8505
F 504.835.9901



www.DLSmarine.com
info@DLSmarine.com



3017 Lime Street
Metairie, LA 70006

Dimensions : 234' x 129' x 13'

Class : ABS: +A1 Self elevating Unit; AMS

Propulsion Engines : Two Caterpillar model 3508B

Propulsion Horsepower : 1,900

Features : Three – 265' legs
Two – 185-ton cranes
50 berths

Based on our review of the information currently available, it is the opinion of the undersigned that the vessel had a fair market value as of April 13, 2021, prior to the capsizing, of approximately \$12,000,000.

Considering the foregoing and the estimated cost of wreck removal and repair subsequent to the capsizing on April 13, 2021 of \$15,000,000 and \$40,000,000, respectively, it is the opinion of the undersigned that the vessel's fair market value on that date was \$0 and the vessel was, in fact, a liability to its owners/underwriters, even if her scrap value, which I estimate to be \$640,000, is taken into account.

VALUATION NARRATIVE:

The cost and comparable sales approaches to value were considered in the pre-casualty appraisal of the subject vessel. No data on income or operating expenses were available to perform a discounted cash flow income approach to value.

For the retrospective cost approach, the replacement cost of the vessel as of April 2021 was estimated to be \$60,000,000 based on the most recent liftboat new construction information available and retained in the DLS database. The replacement cost was depreciated over a 25-year normal economic life after deducting a residual value equal to 20% of the current replacement cost new. The calculated yearly physical depreciation was multiplied by the estimated remaining useful life of six years and the residual value was added back to arrive at a base cost approach value. This value was discounted by 50% to reflect economic obsolescence in the Gulf of Mexico Offshore Service Vessel market as of the date of value.

Our economic obsolescence discount is based on an offer to purchase a fleet of twelve lift boats in late 2016. The offer price represented a 50% discount from our calculated cost approach value for the fleet at the time, excluding any economic obsolescence. Available information on more recent sales continues to support the 50% discount.

Very little information is available regarding sales of similar vessels between operators on the date of value. We have therefore relied on our cost approach for our retrospective value.

SPECIFIC REFERENCE MATERIAL:

1. Seacor Marine Vessel Specifications
2. ABS Record
3. Aqualis Braemar Advice No 3 dated April 24, 2021
4. DLS Journal

LIMITING CONDITIONS:

1. This is a retrospective limited scope appraisal report, which was done for limitation purposes. Supporting documentation concerning the data developed and the value calculations is retained in the appraisal file.
2. The values are statements of opinion. No guarantee can be given that these opinions of value will be sustained or that they will be realized in an actual transaction.
3. The values given in this appraisal are for the stated valuation date only, and only for the stated purpose. They are gross values and do not consider brokerage fees, marketing costs, shifting or relocation costs, security, etc.
4. In marine asset appraisal, specific sales information is not a matter of public record.
5. The vessel was appraised under the assumption that there was responsible ownership and management, and ongoing maintenance.
6. The vessel was appraised on the premise that it was free and clear of all encumbrances, mortgage debt, and special liens.
7. Value is considered to be in cash. Contracts or charters, if any, are not considered in reaching the value.
8. We are unaware of any significant potential environmental hazards associated with this equipment other than normal on board fuel and lubes.
9. The values noted above are based on the unit's assumed condition and location.
10. It is assumed that the vessel was in full compliance with all applicable international, federal, state, or local regulations unless otherwise stated in the report.
11. No responsibility is assumed for latent defects of any nature that could have an effect on the equipment's value. No determination of stability characteristics or inherent structural integrity has been made, and no opinion is expressed with respect thereto.
12. Equipment descriptions are included in the report for purposes of identification and classification. Descriptions are intended for informational purposes only but are not intended to detail all conditions or list all features associated with each item described.

13. This report was prepared for the client of record, as noted, in order to provide an opinion of value under an assumed set of circumstances as requested and mutually agreed upon by that client. Any audit support, legal defense, court, or deposition preparation or additional time incurred in support of any review or audit related to it will be considered a new and separate assignment.
14. This report was made by Dufour, Laskay & Strouse, Inc. and will be considered as confidential. Copies of this report will only be made available to other parties with prior written consent of the purchaser/owner of this report. Any confidential information received in preparation of this report will be kept confidential.
15. Information supplied by others that was considered and utilized in constructing this report is from sources believed to be reliable and no further responsibility is assumed for its accuracy.

PROCEDURES AND ANALYSIS:

In general, marine equipment is built for a dynamic market and can be used worldwide, subject to limitations in mobilization, both physical and economical. In estimating the value of equipment, its age, design, condition, outfitting, market sector, and market economics are all important factors.

To determine an opinion of value of a vessel or unit of marine equipment, we consider the three approaches to value and use all that are appropriate considering the appraisal assignment and the data available.

Using the **cost approach**, the appraiser starts with the current new replacement or reproduction cost of the asset being appraised and then deducts for the loss in value caused by physical deterioration, functional obsolescence, and economic obsolescence. The logic behind the cost approach is the principle of substitution: a prudent buyer will not pay more for a property than the cost of acquiring a substitute property of equivalent utility.

For the cost approach analysis, we determine equipment's current day replacement cost, the cost of building a new vessel of like design, capacity, and/or horsepower at the current market rates. After deducting an estimated terminal value, this value is then depreciated over the expected economic life of a similar piece of equipment. The calendar remaining economic life is adjusted, either up or down, for the condition of the equipment as noted by the surveyor at time of survey to reflect the apparent physical remaining economic life.

Equipment that has recently been rebuilt or repowered could have years added to its remaining expected economic life. Conversely, equipment in need of repairs, maintenance, or repowering could have years removed from its remaining expected economic life. These same calculations are done if it is necessary to start with reproduction cost instead of replacement cost.

With the **sales comparison approach**, the basic procedure is to gather data on sales and offerings on assets of similar utility, determine their comparability to the subject asset, determine the appropriate units of comparison, collect and array the data, analyze and adjust the data, and apply the results to the subject.

We continue to analyze value by the sales comparison approach when appropriate data and information are available. Here comparable sales, current asking prices, and general market conditions are considered. The comparables found are adjusted to match the subject being appraised. Some of the information on comparables is based on our constant contact with owners, operators, brokers, lenders, and buyers and sellers of all types of marine and marine related equipment.

The **income approach** is a method for measuring the present value of a marine asset's expected future benefits, usually via a discounted cash flow analysis. It is used when necessary or requested, but only when sufficient multi-year historical and possible future budgeting/planning data, such as income flows and related expenses, are provided to the appraiser.

GENERAL REFERENCE SOURCES:

Dufour, Laskay & Strouse, Inc. maintains a journal in which information regarding new construction costs, day rates, repair costs, operational costs, actual/reported sales, and market/industry trends gleaned by this office are recorded. The journal was started in 1966 and provides much valuable information that is used in judging equipment value and marketability. It is particularly valuable for retrospective appraisals.

Dufour, Laskay & Strouse, Inc. also maintains a computer database of thousands of vessels and other equipment of all types valued by our office since 1988 and computerized access to subscription domestic and international vessel databases.

DEFINITIONS:

The definitions used in Dufour, Laskay & Strouse, Inc. appraisal reports are based on those adopted by The American Society of Appraisers Machinery & Technical Committee in 2010 and those found in the current effective edition of USPAP.

Fair market value is an opinion, expressed in terms of money, at which a property would change hands between a willing buyer and a willing seller, neither under any compulsion to buy or sell, and both having reasonable knowledge of relevant facts, as of a specific date.

Replacement cost is the current cost of a similar new property having the nearest equivalent utility as the property being appraised as of a specific date.

Economic Life is the estimated period of time that a new property may be profitably used for the purpose for which it was intended. Stated another way, economic life is the estimated number of years that a new property can be used before it would pay the owner to replace it with the most economical replacement property that could perform an equivalent service. Functional or economic obsolescence factors may limit a property's economic life. An asset's economic life will often be less than its *normal useful life*.

Remaining Economic Life is the estimated period during which a property of a certain effective age is expected to continue to be profitably used for the purpose for which it was intended.

Scrap value is an opinion of amount, expressed in terms of money that could be realized for the property if it were sold for its material content, not for a productive use, as of a specific date.

Terminal or residual value in connection with a tangible asset refers to the value of an asset after expiration of its normal useful life or the value remaining after part of the property's life has been consumed.

SURVEYOR'S CERTIFICATION:

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the vessel that is the subject of this report, and no personal interest with respect to the parties involved.
4. We are currently unaware of ever having previously provided any professional services involving this marine asset within the last three years. While we attempt to follow owner and name changes, many are not recorded, or not recorded in a manner that provides reasonable transparency.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have not made a personal inspection of the property that is the subject of this report.
10. No one provided significant personal property appraisal assistance to the person signing this certification.

I, Norman J. Dufour, hereby certify that, to the best of my knowledge and belief, the statements of fact contained in this report are true and correct, and this report has been prepared using the guidelines of the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.

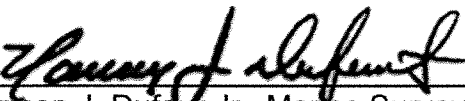
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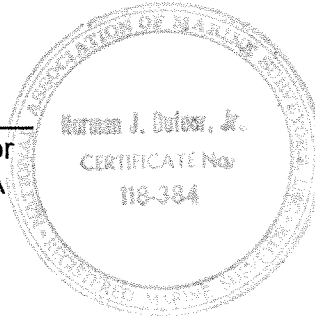
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The American Society of Appraisers has a mandatory re-certification program for its Senior Members (ASA) and Accredited Members (AM). I, Norman J. Dufour, am in compliance with that program.

Enclosed with this report are copies of my current resume, recent court and deposition testimony and current DLS rate schedule. I have not authored any publications in the last 10 years.

Survey made, signed, and submitted without prejudice to rights and/or interests of whom it may concern.


Norman J. Dufour Jr., Marine Surveyor
NAMS – CMS, Hull & Machinery; ASA
DLS Marine



Attachments: Appraiser's Resumé
Recent Court Testimony
DLS rate Schedule

MURPHY, ROGERS, SLOSS, GAMBEL & TOMPKINS

A PROFESSIONAL LAW CORPORATION

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JOHN H. MUSSER, V
RONALD J. WHITE
TIMOTHY D. DePAULA
JEFFREY A. RAINES
DONALD R. WING
TARRYN E. WALSH

2 June 2021

Clerk of Court
United States District Court
Eastern District of Louisiana
500 Camp Street, Suite 139
New Orleans, LA 70139

RE: IN THE MATTER OF FALCON GLOBAL OFFSHORE II LLC, AS
OWNER, AND SEACOR MARINE LLC AS MANAGER/OPERATOR, AND
SEACOR LIFTBOATS LLC AS ALLEGED OWNER/OPERATOR OF THE
SEACOR POWER, PETITIONING FOR EXONERATION FROM OR
LIMITATION OF LIABILITY

Dear Sir/Madam:

Certain parties have or may in the future claim to have sustained damage as a result of the SEACOR POWER's capsizing in the Gulf of Mexico on 13 April 2021, and as a result have filed or may cause to be filed actions under the laws of the United States, the General Maritime Law, and/or laws of the State of Louisiana for damages resulting from the aforementioned incident.

In order to file an action for Exoneration From or Limitation of Liability, as required by 46 U.S.C. § 30501 *et seq.*, plaintiffs in limitation and Assuranceforeningen SKULD (Gjensidig), hereby agree to the following:

1. Plaintiffs in limitation and Assuranceforeningen SKULD (Gjensidig), in compliance with Rule F and other Supplemental Rules for Certain Admiralty and Maritime Claim, herewith file with this Court this undertaking in the sum and amount of FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, with interest thereon at six percent (6%) per annum for the benefit of claimants.

2. Plaintiffs in limitation and Assuranceforeningen SKULD (Gjensidig) hereby undertake jointly, severally and *in solido*, in the sum FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, with interest thereon at the rate of six percent (6%) per annum from the date hereof, that plaintiffs in limitation and Assuranceforeningen SKULD (Gjensidig) will abide by the

EXHIBIT-B

1 June 2021

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further orders of the Court and pay into the Court Registry whenever the Court shall order, a sum equal to the amount or value of plaintiffs in limitation interest in said vessel and pending freights, or in the event of appraisal, and if the Court should find this security is insufficient therefor, then additional like security with interest thereon at the rate of six percent (6%) per annum from the date hereof; and that pending payment of said amount, this undertaking shall stand as security for all claims filed in the said proceedings.

3. Upon demand and upon order of the Court, to cause to be filed in said action a bond with an approved corporate surety, in the amount FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, with interest thereon at six percent (6%) per annum. In the event the bond referred to in this paragraph is filed, the undersigned shall have no further obligation under this letter of undertaking.

It is understood and agreed that the execution of this letter by Murphy, Rogers, Sloss, Gambel & Tompkins, on behalf of the undersigned, Assuranceforeningen SKULD (Gjensidig), shall not be construed as binding upon the firm or any of its partners or employees, but is binding only upon the undersigned Assuranceforeningen SKULD (Gjensidig).

Yours very truly,

MURPHY, ROGERS, SLOSS,
GAMBEL & TOMPKINS

For and On Behalf of

ASSURANCEFORENINGEN SKULD (GJENSIDIG)

BY:



Peter B. Tompkins

(As attorney-in-fact for the above listed purpose only,
pursuant to authorization received by email from
Assuranceforeningen SKULD (Gjensidig) on May 28,
2021)

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

IN THE MATTER OF FALCON GLOBAL	*	CIVIL ACTION
OFFSHORE II LLC, AS OWNER,	*	
SEACOR MARINE LLC AS	*	
MANAGER/OPERATOR, AND SEACOR	*	SECTION
LIFTBOATS LLC, AS ALLEGED	*	
OWNER/OPERATOR OF THE	*	
SEACOR POWER	*	JUDGE
PETITIONING FOR EXONERATION	*	
FROM OR LIMITATION OF LIABILITY	*	MAG.
	*	
* * * * * *	*	

LOCAL RULE 3.1 NOTICE

Falcon Global Offshore II LLC, as owners, SEACOR Marine LLC, as manager/operator, and SEACOR Liftboats LLC, as the alleged owner/operator of the SEACOR POWER (collectively, “Petitioners”) hereby advise the Court, pursuant to Local Rule 3.1 for the United States District Court for the Eastern District of Louisiana, that the Verified Complaint commenced in this Court on behalf of Petitioners involves subject matter that comprises all or a material part of the subject matter or operative facts of the following, previously filed civil actions:

- *Yvette J. Ledet, in her own right and in her capacity as the legal and personal representative of her deceased husband, David Ledet v. SEACOR Marine LLC, et al*
United States District Court, Eastern District of Louisiana
No. 2:21-cv-00854, Judge Milazzo, Magistrate Judge van Meerveld
- *Charlton Peter Rozands, Jr., and June Bergeron Rozands, individually and as Co-Administrators of the Estate of Christopher Cooper Rozands and as Provisional Tutors of Cullen Christopher Rozands v. SEACOR Marine LLC, et al*

United States District Court, Eastern District of Louisiana
No. 2:21-cv-00867, Judge Milazzo, Magistrate Judge van Meerveld

- *Brandy Williams Norris, as Personal Representative of Decedent Ernest J. Williams, Jr. v. SEACOR Marine LLC, et al*
United States District Court, Eastern District of Louisiana
No. 2:21-cv-00903, Judge Milazzo, Magistrate Judge van Meerveld
- *Dwayne Lewis v. SEACOR Marine LLC, et al*
United States District Court, Eastern District of Louisiana
No. 2:21-cv-01056 Judge Ashe, Magistrate North

The listed cases involve claims arising out of the incident that is the subject of this
Verified Complaint.

Respectfully submitted,

MURPHY, ROGERS, SLOSS,
GAMBEL & TOMPKINS

/s/ Peter B. Tompkins

Peter B. Tompkins, T.A. (#17832)

ptompkins@mrsnola.com

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New Orleans, LA 70139

Telephone: (504) 523-0400

Fax: (504) 523-5574

AND

PHELPS DUNBAR LLP

/s/ Gary A. Hemphill

Gary A. Hemphill T.A. (#6768)

Adam N. Davis (#35740)

Arthur R. Kraatz (#35194)

Canal Place

365 Canal Street, Suite 2000

New Orleans, LA 70130-6534

Phone: (504) 566-1311

Facsimile: (504) 568-9130

Email: gary.hemphill@phelps.com

adam.davis@phelps.com

arthur.kraatz@phelps.com

*Attorneys for Falcon Global Offshore II LLC,
SEACOR Marine LLC, and SEACOR Liftboats LLC*

THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, as set forth in Petitioners' Verified Complaint.

And Petitioners having submitted to the Court as security for the benefit of claimants, a Letter of Undertaking dated June 2, 2021, equal to the amount or value of Petitioners' interest in the said Vessel and the vessel's pending freight/charter hire in the sum of FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, with interest at six (6%) percent per annum from its date, executed by a duly authorized representative of the SEACOR POWER's protection and indemnity insurer, Assuranceforeningen SKULD (Gjensidig).

NOW, on motion of Murphy, Rogers, Sloss, Gambel & Tompkins, attorneys for Petitioners, it is ORDERED as follows:

1. The Declaration of Value of Petitioners' interest in the SEACOR POWER after the 13 April 2021 incident and her pending freight/charter hire in the combined amount not exceeding FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, and the undertaking filed hereby Petitioners, be accepted as stipulation for value for the purposes of the limitation proceedings and that they be approved as to form, quantum and surety.

2. The above-described Letter of Undertaking deposited by the Petitioners with the Court for the benefit of claimants, in the sum of FIVE MILLION SIX HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND 00/100 (\$5,678,420.00) DOLLARS, with interest as aforesaid, as security for the amount or value of the Petitioner's interest in the SEACOR POWER, her pending freight/charter hire and the supplemental personal injury fund, be and it is hereby approved.

3. Any claimant who may properly become a party hereto may contest the amount or value of Petitioners' interest in the SEACOR POWER and her pending freight/charter hire as fixed in the Declaration of Value, and may move the Court for a new appraisal of said interest, and may apply to have the amount increased or diminished, as the case may be, on determination of the Court for the amount of value of said interest.

4. A notice shall be issued by the Clerk of this Court to all persons asserting claims with respect to which the Complaint seeks limitation admonishing them to file their respective claims with the Clerk of this Court in writing, and to serve on the attorneys for the Petitioners a copy thereof on or before the ____ day of _____ 2021, or be defaulted, and that if any claimant desires to contest either the right to exoneration from or the right to limitation of liability, he shall file and serve on attorneys for Petitioners an answer to the Complaint on or before the said date, unless his claim has included an answer to the Complaint, so designated, or be defaulted.

5. The aforesaid notice shall be published in the New Orleans Times Picayune/New Orleans Advocate and the Daily Comet (covering Terrebonne and Lafourche parishes) once a week for four successive weeks prior to the date fixed for the filing of claims, as provided by the aforesaid Supplemental Admiralty Rule F and copies of the notice shall also be mailed in accordance with the said Rule F.

6. The further prosecution of any and all actions, suits and proceedings already commenced and the commencement or prosecution thereafter of any and all suits, actions, or proceedings, of any nature and description whatsoever in any jurisdiction, and the taking of any steps and the making of any motion in such actions, suits, or proceedings against Petitioners, as aforesaid, against the SEACOR POWER, her officers and crews, against any property of

Petitioners, or against Petitioners' employees or underwriters except in this action, to recover damages for or in respect of any loss, damage, injury, or death occasioned or incurred as a result of the incident on 13 April 2021, when the SEACOR POWER capsized in the Gulf of Mexico, approximately seven (7) to eight (8) nautical miles off the coast of Louisiana, all as more fully set forth in the Complaint, be and it hereby is restrained, stayed and enjoined until the hearing and determination of this action.

7. Service of this Order as a restraining order may be made through the Post Office by mailing a conformed copy thereof to the person or persons to be restrained, or to their respective attorneys, or alternatively by hand delivery or e-mail.

New Orleans, Louisiana, this ____ day of _____ 2021.

UNITED STATES DISTRICT JUDGE

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

In The Matter of Falcon Global Offshore II LLC, As Owner,
Seacor Marine LLC As Manager/Operator, And Seacor
Liftboats LLC, As Alleged Owner/Operator of The Seacor Power

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Peter B. Tompkins, Peter B. Sloss, Timothy D. DePaula, Tarryn E. Walsh
and Murphy, Rogers, Sloss, Gambel, Tompkins, 701 Poydras St., Suite
400, New Orleans, LA 70139, (504)523-0400

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input checked="" type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutional of State Statutes
			LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Rule 9 (h) of the Federal Rules of Civil Procedures; Rule F of the Supplemental Rules Admiralty and Maritime

Brief description of cause:

Exonerated from Limitation of Liability; civil and maritime

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Milazzo

DOCKET NUMBER see attachment

DATE
06/02/2021

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

Additional attorneys for *Falcon Global Offshore II LLC, SEACOR Marine LLC, and SEACOR Liftboats LLC*:

Gary A. Hemphill, Adam N. Davis, Arthur R. Kraatz & Phelps Dunbar LLP, Canal Place, 365 Canal Street, Suite 2000, New Orleans, LA 70130-6534, Phone: (504) 566-1311

Related Cases:

- *Yvette J. Ledet, in her own right and in her capacity as the legal and personal representative of her deceased husband, David Ledet v. SEACOR Marine LLC, et al*
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