Texas Ports & Courts Update

In this edition:

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Serving the legal needs of the marine transportation industry from four fully-staffed offices located along the Texas coast.

Houston / Galveston / Corpus Christi / Brownsville

Editor: Eugene W. Barr (eugene.barr@roystonlaw.com)

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TEXAS PORT ACTIVITIES AND DEVELOPMENTS

Local Port Updates

Brownsville: Port Completes $25.6 Million Project to Improve Road Accessibility

The Port of Brownsville recently held a ribbon-cutting ceremony marking the completion of a $25.6 million project to add South Port Connector Road. The nearly two-mile road, which opened earlier this month, links State Highway 4 to the port south of the Brownsville Ship Channel.

The new South Port Connector Road is expected to improve port access and reduce truck traffic in the Brownsville area. The road also provides a direct route for commercial traffic to and from Veterans International Bridge linking the U.S. with Mexico.

The new road will also facilitate movement of equipment, supplies, and components for SpaceX's Starbase operations in nearby Boca Chica. The road reduces around 5-10 miles of the previous 15-20-mile drive needed to deliver cargo from the port to Starbase, and it almost entirely eliminates the need for deliveries to use urban roads and helps reduce traffic delays and need for extra support/escorts often needed for heavy haul transports over more restrictive urban roadways.

Corpus Christi: (1) New Operator Selected for Port's Short Line Railroad; (2) Talos Energy, Howard Energy Partners, and the Port of Corpus Christi Explore Carbon Capture Possibilities

The Port of Corpus Christi and Watco have announced a 10-year agreement for Watco to become the operator of the short line railroad servicing the port. Texas Coastal Bend Railroad (TCBR) is expected to start service in August 2022. The port has recently allocated significant capital on rail infrastructure upgrades, including a $12 million expansion project near the port's Bulk Materials Terminal that is set for completion later this year. The port's rail system hauls a range of cargos, including wind turbine components, agricultural commodities, refined fuels and military cargo, and offers interchanges with BNSF, Kansas City Southern and Union Pacific.

Additionally, Talos Energy recently announced that Talos and Howard Energy Partners have entered into an option agreement with the Port of Corpus Christi to pursue commercial carbon capture and sequestration (CCS) opportunities on-site at the port. The project will be known as the Coastal Bend Carbon Management Partnership. During the initial 9-month evaluation period, the parties will identify CCS project solutions on port-owned lands. The lease option encompasses approximately 13,000 acres, with an initial goal to sequester 1.0-1.5 million metric tons of carbon dioxide per year of industrial emissions into saline aquifers utilizing an estimated total storage capacity of 50-100 million metric tons. Based on proof of concept and market demand, the parties may expand the project, with the potential capability to sequester 6-10 million metric tons per year of the approximately 20 million metric tons per year of total regional emissions.

Freeport: LNG Export Activities Remain Strong

Freeport LNG continues to plan for a fourth train at its LNG terminal on Quintana Island near Freeport. The expansion would add an additional 5 million metric tons/year to the complex, boosting it to 20 million metric tons/year when the project goes online. Freeport LNG's facility reached its current 15 million metric tons/year capacity after Train 3 went into service in May 2020. Freeport LNG expects to reach a final investment decision on the fourth train in early 2023.

During the week of March 14, a near-record number of LNG tankers were spotted along the U.S. Gulf Coast. LNG export terminals are running near full capacity with U.S. exports in high demand amid the situation in Ukraine. Approximately 27 vessels were on the way to or near LNG terminals along the U.S. Gulf Coast on Wednesday, March 15, which was near the peak number of 28 vessels that was reached in late-February. LNG export volumes from U.S. Gulf Coast processing plants are expected to reach approximately 6.47 million metric tons this month, surpassing a record 6.3 million metric tons in January. Europe, which has been the top destination since last December, is expected to remain the largest importer of U.S. LNG in March.

Galveston: Princess Cruises Announces New Galveston Service

Carnival's Princess Cruises recently announced a new Galveston service for its 3,080-guest Ruby Princess that will initially run from December 2022 to April 2023. This marks Princess Cruises' first return to the Galveston/Houston area after it ceased operations at the Port of Houston's Bayport Cruise Terminal (located about 20 miles northwest of Galveston) in 2016. The Ruby Princess service from Galveston will primarily offer Western Caribbean destinations, with trips varying from 5-11 days in length. With the addition of Princess Cruises, as many as 5 different cruise lines (Princess, Carnival, Royal Caribbean, Disney, and Norwegian Cruise Lines) may be operating from Galveston next year.

Beaumont: General Cargo Dock Upgrades at Main Street Terminal

The Port of Beaumont recently approved a $57.3 million construction bid for a project to increase the port's general cargo handling capacity by more than 15%. Phase II of the Main Street Terminal 1 project includes demolition of a failed dock structure and construction of a new state-of-the-art general cargo dock. The new dock will be 1,200 feet long and 130 feet wide, with a larger section in the middle measuring 152 feet wide. By Q3 2022, it is anticipated that more than $100 million in new projects will be underway at the port, including three new docks and a new rail interchange track.

MARITIME CASELAW UPDATE

- ***Intercontinental Terminals Corp., LLC v. Aframax River Marine Co.*, No. CV H-18-3113, 2022 WL 747827 (S.D. Tex. Mar. 11, 2022) (Miller, J.) – Settlement agreement language dooms claim for contribution and tort indemnity.**

Background

This matter arises from a September 6, 2016 incident wherein the M/T Aframax River, under the escort of two assist tugs, allided with two mooring dolphins in the Houston Ship Channel near Deer Park, Texas. The allision punctured the ship's hull plating, and approximately 88,000 gallons of low-sulfur marine gas oil spilled into the water. The oil ignited and burned for about 45 minutes. The two onboard pilots sustained minor burns and significant property damage resulted from the incident.

The mooring dolphins belonged to Intercontinental Terminals Corp., LLC ("ITC"). ITC sued the Aframax River Interests for the physical damage caused by the allision and the economic losses that resulted. The Aframax River Interests responded with a counterclaim against ITC, brought a third-party complaint against the assist tugs (the "Tug Interests"), and tendered the Tug Interests as direct defendants to ITC's claims under Federal Rule of Civil Procedure 14(c).

ITC later entered into a settlement agreement with the Aframax River Interests. Notably, while ITC and the Aframax River Interests agreed to release each other from all claims, the settlement agreement did not state that ITC was releasing claims against all parties or the Tug Interests.

ITC dismissed its claims with prejudice, thereby leaving only the Aframax River Interests' claims against the Tug Interests for negligence, contribution, and a tort-based theory of indemnification. The Tug Interests subsequently moved for summary judgment dismissal of the Aframax River Interests' claims for contribution and indemnification.

The Court's Analysis

(1) The Contribution Claim

In *McDermott v. AmClyde*, the Supreme Court established a proportionate liability framework under which each tortfeasor ultimately is liable only for his proportionate share of fault. Contribution is defined as the tortfeasor's right to collect from others responsible for the same tort after the tortfeasor has paid more than his or her proportionate share, the shares being determined as a percentage of fault. The *AmClyde* framework generally "precludes a settling tortfeasor from seeking contribution from a non-settling tortfeasor. However, as stated by the Fifth Circuit in *Combo Maritime v. U.S. United Bulk Terminal, LLC*, the *AmClyde* framework does not prevent an action for contribution for a settling tortfeasor who obtains, as part of its settlement agreement with the plaintiff, a full release for all parties.

The Aframax River Interests made two arguments for why the *Combo Maritime* exception should apply to the contribution claim: (1) the dismissal of ITC's claims with prejudice served as a full release of all parties; and (2) the settlement agreement provided for a full release of all parties.

Rejecting these arguments, the court stressed that, in order to qualify under the *Combo Maritime* exception, the Aframax River Interests needed to obtain a full release for all parties as part of the Aframax River Interests' settlement agreement with ITC. The requirement that the release is secured as part of the settlement agreement is not a mere formality; it is central to the holding in *Combo Maritime* because it permits the conclusion that the settling party has paid the entire amount, rather than just its proportionate share.

The court further noted that, while the settlement agreement considered the Tug Interests with respect to a confidentiality clause, there was nevertheless no language in the settlement agreement releasing the Tug Interests, and there was no language indicating that anyone other than ITC and the Aframax River Interests were released by the terms of the settlement agreement.

Accordingly, the *Combo Maritime* exception did not apply, and the *AmClyde* rule barred the Aframax River Interests' contribution claim.

(2) The Indemnification Claim

As noted above, the Aframax River Interests' claim for indemnification was based on tort indemnity rather than contractual indemnity. Noting that various courts have determined that the *AmClyde* rule also bars claims for tort indemnity, the court quickly agreed that, when the *AmClyde* rule bars a claim for contribution, it also bars a claim for tort indemnity. *See Hardy v. Gulf Oil Corp.*, 949 F.2d 826, 833 (5th Cir. 1992) ("the Supreme Court abandoned the archaic concept of tort indemnity and replaced it with the doctrine of comparative fault").

Thus, the court determined that summary judgment dismissal of the tort indemnity claim was appropriate as well.

A copy of the court's opinion may be accessed via the following link:
https://www.dropbox.com/s/sjyt2q1ynql6idb/Aframax%20River.pdf?dl=0

- ***Grogan v. Seaboard Marine, Ltd., Inc.*, No. CV H-20-3337, 2022 WL 605799 (S.D. Tex. Mar. 1, 2022) (Hughes, J.) – Summary judgment dismissal of longshoreman's slip-and-fall claim against vessel's time charterer.**

Background

Michael Grogan, a longshoreman, was working aboard the M/V EMS Trader on September 12, 2019 when he allegedly slipped on an unknown substance and fell to the lower deck. Grogan alleged that there was "no safety rope, guard railing, or other safety device or barrier" to stop his fall. A year later, he sued the vessel's owner (Herman Buss) and its time charterer (Seaboard Marine, Ltd.): (a) under section 905(b) of the Longshore Harbor Worker's Compensation Act, and (b) for "negligence and gross negligence."

Seaboard moved for summary judgment alleging that, under the terms of the charter party, Seaboard did not have control or responsibility under the time charter for the condition of the vessel, including the deck that Grogan alleges to have fallen from, and the time charter did not shift the responsibility for vessel safety to Seaboard.

The Court's Analysis

In reviewing Seaboard's motion, the court naturally focused upon the terms of the charter party and the following provisions that placed responsibility upon the vessel's owner and not the time charterer:

(1) The delivery clause of the time charter stated that the "Vessel shall be placed at the disposal of the Charterers. … Vessel on her delivery shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for ordinary cargo service."
(2) Under clause one, Herman Buss "shall maintain vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service."
(3) Under clause eight – Prosecution of Voyages – "the Captain shall prosecute his voyages with due despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to perform all cargo handling at their expense under the supervision of the Captain."
(4) Under clause 37 – Securing of Cargo – "Supervision of securing the containers simultaneously with actual lashing/securing and unlashing of containers in port but same to be at charterers' risk and responsibility, crew working as charterers' servants."
(5) Under clause 71 – Securing of Cargo Inside Containers – "Securing cargo inside containers and/or flats and any other unit loads to be entirely charterers' concern and responsibility. Any damage to the ship, her tackle, apparel, furniture or else, resulting from insufficient lashing/securing of cargo in or on such loads, to be repaired at charterers' expense and in charterers' time."

The court then observed the general premise that, under a time charter, the owner keeps possession and control of the vessel, hires the crew, and maintains the vessel. The court further noted that clear,

express language is needed to rebut the presumption that the parties did not intend to shift responsibility for negligence and unseaworthiness to the charterer.

The court also noted that a charterer may be liable under section 905(b) if the cause of harm is within its "traditional sphere of control" – which includes the cargo route, general mission, and time requirements, but not the owner's control over condition. However, the cases that Grogan cited in support of such an argument were distinguishable as those cases held the time charterer liable for actions it took directly related to cargo activities in which it had control – unloading in extreme weather, sailing in rough seas, defective stow equipment, and discharging cargo. In this case, Grogan did not say that he was injured while doing his cargo-related duties. Rather, he allegedly slipped on an "unknown substance" and fell because there was no rail. Both items related directly to the condition of the ship itself and not Seaboard's traditional sphere of control to make it liable.

Moreover, the court found the language of the time charter to be unambiguous. Herman Buss – not Seaboard – was responsible for keeping the ship seaworthy and in good condition. Grogan's claim essentially amounted to an alleged slip-and-fall, and, as Grogan could not show that Seaboard was responsible for the vessel's condition, his claims against Seaboard failed. Seaboard's motion for summary judgment was granted.

A copy of the court's order may be accessed via the following link:
https://www.dropbox.com/s/qauj9dcs4j9bksy/Grogan%20v.%20Seaboard%20Marine.pdf?dl=0

- ***Santee v. Oceaneering International, Inc., et al.*, No. CV H-21-3489, 2022 WL 747827 (S.D. Tex. Jan. 27, 2022) (Hittner, J.) – Court utilizes the Fifth Circuit's recent *Sanchez* factors to find that the plaintiff was not a Jones Act seaman and further concludes that removal pursuant to application of the OCSLA was proper.**

Background

Since at least 2004, Shanon Roy Santee ("Santee") was employed by Oceaneering International, Inc. ("Oceaneering") as a remote operated vehicle ("ROV") technician aboard the M/V Deepwater Conqueror. Santee was working on the Deepwater Conqueror pursuant to Oceaneering's contract with Defendant Chevron. At the time, the Deepwater Conqueror was performing drilling operations in the Gulf of Mexico pursuant to an agreement between Defendant Transocean and Chevron. Neither Oceaneering, Transocean, nor Chevron (collectively, "Defendants") owned or operated the Deepwater Conqueror.

On January 11, 2021 allegedly suffered a shoulder and back injury while performing maintenance work. He reported his alleged injury to Transocean two days later, which was documented in an incident report form.

About 8 months later, Plaintiff filed suit in a Harris County, Texas state district court, asserting: (1) a negligence cause of action under the Jones Act against Defendants; (2) unseaworthiness against Defendants; and (3) failure to pay maintenance and cure against Oceaneering.

Chevron removed the state court action to federal court on the basis of federal question jurisdiction. Santee moved to remand the case back to state court.

The Court Finds Santee Was Not a Jones Act Seaman

At the outset of its analysis, the court noted the longstanding general principle that Jones Act claims are typically not removable. However, a defendant may pierce the pleadings to show that the Jones Act claim has been fraudulently pleaded to prevent removal.

The court noted the Supreme Court's two-pronged test to determine if a plaintiff is considered a seaman under the Jones Act: (1) the plaintiff's duties must contribute to the function or mission of the vessel; and (2) the plaintiff must have a connection to the vessel or fleet of vessels that is substantial in duration and in nature.

The factors a Court must weigh when determining the nature of a potential seaman's connection to a vessel include: (1) whether the worker owes his allegiance to the vessel, rather than simply to a shoreside employer; (2) whether the work is sea-based or involves seagoing activity; and (3) whether the worker's assignment to a vessel is limited to performance of a discrete task after which the worker's connection to the vessel ends, or if the worker's assignment includes sailing with the vessel from port to port or location to location.

The court first examined the relatively easy question of whether Santee's work contributed to the function or mission of the Deepwater Conqueror. Santee contended that his position as a ROV operator contributed to the function or mission of the Deepwater Conqueror. It was undisputed that Santee worked as a ROV technician aboard the Deepwater Conqueror pursuant to a contract between Oceaneering and Chevron to provide ROV services at the time of his alleged injury. Additionally, the Deepwater Conqueror was in the Gulf of Mexico to explore and produce hydrocarbons, which was aided by the use of Oceaneering's ROVs. Accordingly, the Court found Santee's position as a ROV technician contributed to the function or mission of the Deepwater Conqueror and satisfied the first prong of the seaman-status test.

The court next turned to the question of whether Santee's connection to the Deepwater Conqueror was sufficient in both duration and nature to establish his status as a seaman under the Jones Act. The Court first addressed the durational requirement of the second prong of the seaman-status test before evaluating whether Santee's work met the nature requirement.

a. Duration Requirement

When analyzing the duration element of this prong of the seaman-status test, the total circumstances of an individual's employment must be weighed. A generally recognized rule of thumb for the duration requirement is that a worker who spends less than about 30% of his time in the service of a vessel in navigation should not qualify as a seaman under the Jones Act. If the worker serves on multiple vessels, the worker must have a connection to a fleet of vessels under the requisite degrees of common ownership or control. However, seaman status is not limited exclusively to an examination of the overall course of a worker's service with a particular employer.

Between January 2016 and January 2021, Santee worked approximately 763 days aboard the Deepwater Conqueror pursuant to Oceaneering's contract with Chevron. Thus, Santee spent at least approximately 40% of his time over the last five years on the Deepwater Conqueror. Therefore, the Court found that Santee's work history satisfied the durational requirement of the second prong of the seaman-status test.

b. Nature Requirement

Turning to the nature requirement, the court observed Oceaneering's contention that Santee's work on the Deepwater Conqueror, while sea-based, did not satisfy the nature requirement of the seaman-status test because: (1) at all times he owed his allegiance to Oceaneering, not the Deepwater Conqueror; and (2) Santee's work on the Deepwater Conqueror was pursuant to a ROV services contract which was transitory in nature, and not a permanent assignment. Transocean and Chevron also contended Santee was not a member of the Deepwater Conqueror's crew, but rather was only a temporary contractor onboard to perform discrete services.

When analyzing the nature element, the inquiry into the nature of the employee's connection to the vessel must concentrate on whether the employee's duties take him to sea to distinguish land-based from sea-based employees.

In the *Sanchez v. Smart Fabricators* case we reported on last year, the Fifth Circuit promulgated additional factors to aid in the analysis of the nature of a plaintiff's connection to the vessel, which are: (1) whether the worker owes his allegiance to the vessel, rather than simply to a shoreside employer; (2) whether the work is sea-based or involves seagoing activity; and (3) whether the worker's assignment to a vessel is limited to performance of a discrete task after which the worker's connection to the vessel ends, or if the worker's assignment includes sailing with the vessel from port to port or location to location.

The Court evaluated the *Sanchez* factors in turn.

1. Allegiance to a Vessel or Fleet of Vessels

Santee was employed by Oceaneering, a shore-based ROV services company mainly retained by oil and gas operators for offshore drilling. Santee's work on the Deepwater Conqueror was pursuant to a contract for ROV services between Oceaneering and Chevron. Further, between January 2016 and January 2021, Santee worked on other vessels, performing ROV services under different contracts for different customers.

Santee did not offer any proof showing he was employed by the owner or operator of the Deepwater Conqueror, or to a fleet of vessels to which it belonged, and he merely made conclusory allegations that he was injured while under the direction, supervision and while performing work pursuant to the instructions of Defendants.

On the other hand, Oceaneering produced evidence demonstrating that Santee was at all times an employee of Oceaneering and not an employee of the vessel's owner or operator, Transocean, or Chevron. Oceaneering also produced evidence showing its ROV technicians were separate from the crew of the vessels on which they perform ROV services, and the ROV technicians even follow a separate chain of command from that of the vessel crewmembers and drilling crews. Transocean and Chevron also produced evidence showing Santee was not employed by either Transocean or Chevron or a crewmember on the Deepwater Conqueror.

Despite the fact Santee spent a significant amount of his time on the Deepwater Conqueror in order to perform his duties as a ROV technician, the court found that Santee did not have an allegiance to the Deepwater Conqueror or to the fleet to which it belongs because he owed his allegiance to Oceaneering, his shore-based employer. Therefore, this factor weighed against finding Santee satisfied the nature requirement under the seaman-status test.

2. Sea-Based Work

It was undisputed that Santee's work as a ROV technician was sea-based, as ROVs are subsea vehicles which must be at sea to operate. Oceaneering's own records showed that Santee spent a significant amount of time at sea on various contracts for Chevron and other clients. Therefore, the Court quickly found that Santee's work on the Deepwater Conqueror was sea-based. Thus, that factor weighed in favor of finding Santee satisfies the nature requirement under the seaman-status test.

3. Assignment to Vessel

Oceaneering contended that Santee was not permanently assigned to the Deepwater Conqueror, or even the fleet to which it belonged, but rather was a temporary contractor who provided particular services pursuant to a contract. Santee argued in response that he pleaded sufficient facts regarding his connection to the Deepwater Conqueror to establish his seaman-status.

The court noted that caselaw has long held that specialized transient workers, usually employed by contractors engaged to perform specific short-term jobs, are not considered seaman under the Jones Act. This is because such workers usually have a transitory or sporadic connection to a vessel or group of vessels which is not sufficient to satisfy the nature prong of the test.

Santee's decades-long work history with Oceaneering demonstrated that he was never permanently assigned to a vessel or fleet of vessels, but rather temporarily assigned to perform particular services. Even during his time working on the Deepwater Conqueror, Santee was periodically assigned to other vessels to perform ROV services under different contracts for different customers. While Santee did spend a longer time on the Deepwater Conqueror than other contractors between 2016 and 2021, this was due to the nature of the ROV services he and Oceaneering provided and not because he was permanently assigned to the Deepwater Conqueror. Santee's presence on the Deepwater Conqueror was dependent on the contract for particular services between Oceaneering and Chevron. Accordingly, the court found that Santee was not permanently assigned to the Deepwater Conqueror, or a fleet of vessels to which is belonged. Thus, this factor weighed against finding Santee that satisfied the nature requirement under the seaman-status test.

In sum, the only factor weighing in favor of finding Santee satisfied the nature requirement was the fact his work was sea-based. However, this alone was insufficient to establish the nature requirement under the second prong of the seaman-status test. Therefore, the court found the nature of Santee's connection to the Deepwater Conqueror did not satisfy the second prong of the seaman-status test.

Consequently, the Court found that (1) Santee was not a seaman under the Jones Act; (2) Santee had no reasonable possibility of establishing a Jones Act claim; and (3) Santee's Jones Act claim was fraudulently pleaded to prevent removal.

The court then moved on to the question of whether it had federal question jurisdiction under the Outer Continental Shelf Lands Act (OCLSA).

The Court Finds Federal Question Jurisdiction Exists Under the OCSLA

Defendants contended that the Outer Continental Shelf Lands Act (OCLSA) applied to Santee's claims, because the Deepwater Conqueror was attached to the seabed in the process of exploring and producing oil and gas on the Outer Continental Shelf (the "OCS") at the time of Santee's alleged accident.

The OCSLA asserts exclusive federal question jurisdiction over the OCS by specifically extending the Constitution and laws and civil and political jurisdiction of the United States to the OCS and all installations and other devices permanently or temporarily attached to the seabed for the purpose of exploring for, developing, or production resources therefrom. Additionally, a plaintiff need not expressly invoke the OCSLA for it to apply. In order to determine whether a cause of action falls under the OCSLA, the Fifth Circuit utilizes a "but-for test", asking whether: (1) the facts underlying the complaint occurred on the proper situs; (2) the plaintiff's employment furthered mineral development on the OCS; and (3) the plaintiff's injury would not have occurred but for his employment.

At the time of Santee's alleged injury, the Deepwater Conqueror was performing drilling operations in the OCS, attached to the seabed, off the coast of Louisiana. The Deepwater Conqueror was operating under a drilling contract between Chevron and Transocean, the purpose of which was for the exploration and development of oil and gas resources on the OCS. Accordingly, the court easily determined that Santee's alleged injury sustained on the Deepwater Conqueror while attached to the OCS seabed while performing drilling services occurred on the proper situs. Further, as the court found above, Santee's work as a ROV technician assisted in Chevron and Transocean's exploration and development of oil and gas resources. Lastly, Santee's alleged injury would not have occurred but for his employment with Oceaneering who contracted with Chevron to perform ROV services.

Accordingly, the Court found that the OCSLA applied, and, since the OCSLA applied, federal question jurisdiction existed. Thus, the court concluded that the suit was removable on the basis of federal question jurisdiction, and remand was not appropriate because Santee was not a seaman under the Jones Act.

A copy of the court's opinion may be accessed via the following link:
https://www.dropbox.com/s/gaqhfk74d7mi0m1/Santee%20v.%20Oceaneering.pdf?dl=0

COVID-19 UPDATE

We close on a brief and optimistic note. In view of the sustained low COVID-19 infection levels over the past several weeks, many Texas state and federal courts have restarted in-person hearings and jury trial proceedings. Additionally, facial covering requirements have been substantially relaxed, and masks are no longer required in the common areas of most federal and state courthouse facilities. Many state and federal judges have likewise relaxed facial covering requirements in their courtrooms. Court activities are finally starting to resemble what they were prior to the pandemic.

This update was jointly prepared by Royston Rayzor's team of maritime lawyers and marine investigators. Our fully-staffed offices are conveniently located near each of Texas' major ports. We can be reached on a 24/7 basis at the following offices:

Galveston
The Hunter Building
306 22nd Street, Ste. 301
Galveston, Texas 77550
Tel: 409.763.1623

Houston
1600 Smith Street,
Ste. 5000
Houston, Texas 77002
Tel: 713.224.8380

Corpus Christi
802 North Carancahua
Ste. 1300
Corpus Christi, Texas 78401
Tel: 361.884.8808

Brownsville
55 Cove Circle
Brownsville, Texas 78521
Tel: 956.542.4377