Texas Ports & Courts Update

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Houston / Galveston / Corpus Christi / Brownsville

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RECENT PORT ACTIVITIES AND DEVELOPMENTS

Another Strong Year for Texas Ports

Despite winter storm shutdowns in February, hurricane season disruptions, and the COVID-19 pandemic, 2021 was another robust year for Texas ports in many respects. Freeport (10%), Galveston (almost 15%), and Port Arthur/Beaumont (nearly 15%) all reported substantial increases in vessel arrivals versus 2020. Overall vessel callings at Texas ports were up about 3% in 2021.

Houston notably achieved some very positive numbers in 2021. By the end of November, Houston had already experienced its busiest year ever for containers, exceeding 2020's record of just over 3 million twenty-foot equivalent units (TEUs). Steel was also reported to be up nearly 50%, with lumber up approximately 230% and auto units up 13% as well.

Corpus Christi likewise ended 2021 with record numbers, setting a new annual tonnage record of 167.3 million tons (a 4.7% increase versus the previous year). Additionally, 2021 liquefied natural gas (LNG) shipments were 81.2% higher than 2020 totals. Crude oil exports also averaged a record 1.76 million barrels per day in 2021.

Local Port Updates

Brownsville: Customs and Border Protection Office Relocation

US Customs and Border Protection (CBP) recently moved its personnel and operations from the port to Brownsville-South Padre Island International Airport. All customs services — including inspection services related to maritime, agriculture, foreign trade zones, and bonded warehouse facilities — will be managed from CBP's new offices at the airport. As a result, arrangements for CBP inspections will need to be made in advance by contacting CBP personnel by telephone.

Corpus Christi: Port to Install Electric Vehicle Charging Stations

Further to its commitment to implement renewable energy initiatives, the Port of Corpus Christi announced the upcoming purchase and installation of six electric vehicle charging stations. The charging stations, which will be available for public use by up to twelve vehicles, can fully charge most electric vehicles in three hours or less.

Freeport: New Container Service From Asia

On December 10, the Velasco Container Terminal at Port Freeport received its first vessel as part of a new service between Port Freeport and Asia. Transfar Shipping recently launched the express service in response to ongoing logistical issues encountered along the US West Coast and elsewhere. The new service is expected to offer 1-to-2 direct sailings per month.

Galveston: Royal Caribbean Terminal Construction Update

Construction of Royal Caribbean's $125 million Galveston cruise terminal began in November 2021 and is expected to be complete in Fall 2022. The 161,000-square foot facility will be located at the eastern section of the port known as Pier 10. The terminal will include facial recognition and mobile check-in, making it easier and smoother for guests. The terminal will be designed and developed sustainably to meet LEED (Leadership in Energy and Environmental) certification standards. The new terminal will also cater to the much larger Oasis-class cruise ships, with guest capacity of nearly 5,500 at double occupancy along with 2,200 crew members.

Houston: (1) New Vopak Moda Houston Marine Terminal Opens; and (2) Rail Support Enlisted to Help Alleviate Container Bottlenecks

Vopak Moda Houston, LLC, a joint venture between Royal Vopak and Moda Midstream, recently announced that its marine terminal at the Port of Houston is fully operational. Located in close proximity to multiple ammonia, hydrogen and nitrogen pipelines, Vopak Moda Houston is the first brand-new terminal development in the Port of Houston in more than a decade. The terminal is designed to handle very large gas carrier (VLGCs), as well as smaller vessels and barges. It is the only Port of Houston ammonia terminal with deep-water capabilities.

Additionally, logistical strains on container transport activities have prompted efforts to find new solutions. For instance, effective as of early January 2022, Maersk is transporting import containers discharged in Houston for Dallas/Fort Worth via rail instead of by truck. Maersk started with dry cargo in 40-foot and 45-foot containers, while 20-foot containers will continue to move by truck until a later date next month. The past year's difficulties with drayage and chassis availability have increased wait times in Houston, and the Port of Houston and its local partners are working to find these types of solutions to improve wait times. In November 2021, Hapag-Lloyd also started a trial service using BNSF rail support for containers to Dallas.

Port Arthur/Beaumont: Transloading Improvements Slated for Port Arthur

The Port of Port Arthur has received the go-ahead for a pair of projects that should improve its efficiency and prepare for future growth. The two projects involve a commitment of $4.3 million to upgrade local ship-to-road infrastructure by adding a new 2.5-acre laydown yard, a truck queuing area, and a 5-acre truck and cargo staging area. The project is expected to improve cargo handling efficiencies and lower emissions by reducing truck idle times. The laydown yard and queuing area is expected to start construction sometime in 2022, and the new 5-acre staging area could start the building process in 2023. The Port of Port Arthur handles a significant amount of the forest products that enter through US Gulf ports, like wood pulp for paper products and lumber. It is also a major port for military cargo.

NEWS FROM THE COURTS

- ***In re Bonvillian Marine Service, Inc.*, No. 20-30767, 19 F.4th 787 (5th Cir. Dec. 2, 2021) – Fifth Circuit overturns its *Eckstein* rule and finds that compliance with the six-month statutory deadline to file a limitation action is not a jurisdictional prerequisite**

Background

On January 19, 2019, the *Miss April*, a towboat owned by Bonvillian Marine Services, Inc. allided with the *Sadie Elizabeth*, a crew boat docked on the Mississippi River near Port Sulphur, Louisiana. A crewmember of the *Sadie Elizabeth* alleged personal injuries due to the allision. The crewmember sued Bonvillian in Louisiana state court on August 23, 2019. On December 16, 2019, Bonvillian initiated a federal limitation of liability action in the Eastern District of Louisiana. Baywater Drilling, LLC, the owner of the *Sadie Elizabeth*, moved to dismiss the limitation action for lack of subject matter jurisdiction.

Baywater's argument for dismissal of the limitation action was that, because Bonvillian initiated the limitation action more than six months after receiving written notice of a claim with a reasonable probability of exceeding the value of its vessel, the limitation action was untimely and thus the federal district court lacked jurisdiction. In support of same, Baywater pointed to February and March 2019 correspondence exchanged between Baywater's and Bonvillian's claims representatives which included substantive details regarding the crewmember's injuries and treatment.

Relying upon a 2012 Fifth Circuit opinion in *In re Eckstein Marine Service, LLC*, which recognized the statutory six-month filing requirement as a jurisdictional deadline, the district court granted Baywater's motion to dismiss. Bonvillian brought this appeal.

Fifth Circuit Panel Finds That the Supreme Court Implicitly Overturned the *Eckstein* Rule

The Fifth Circuit panel in *Eckstein* found that "[t]he Limitation Act's six-month filing requirement" is jurisdictional, as opposed to "many statutory filing deadlines [that] are not." However, about 3 years later, in *United States v. Kwai Fun Wong*, the Supreme Court found that, unless clearly stated by Congress, similar statutory time limitations are not jurisdictional deadlines. Additionally, one of the cases *Eckstein* relied upon to recognize the six-month deadline as a jurisdictional requirement, *In re FEMA Trailer Formaldehyde Products Liability Litigation*, was directly abrogated by *Kwai Fun Wong*.

In view of these circumstances, the *Bonvillian* panel concluded that the *Eckstein* rule needed reevaluation. As the *Eckstein* rule ran afoul of *Kwai Fun Wong* and its family of Supreme Court cases, the *Bonvillian* panel concluded that it was obliged to acknowledge the Supreme Court's implicit overruling of the *Eckstein* rule and hold that the six-month time limitation set forth in the Limitation of Liability Act is a mere claim-processing rule that promotes orderly progress of litigation, but does not deprive a court of subject matter jurisdiction to hear a case.

Thus, the dismissal of the limitation action was reversed, and the case was remanded to the district court. A copy of the opinion may be accessed via this link:

https://www.ca5.uscourts.gov/opinions/pub/20/20-30767-CV0.pdf

- ***Taylor v. B&J Martin, Inc.*, No. 21-30347, 2022 WL 38986 (5th Cir. Jan. 4, 2022) – Footwear fashion choice dooms vessel captain's Jones Act personal injury claim**

Allen Taylor worked as a captain on the *M/V Dusty Dawn*. On October 14, 2015, he woke up, put on a pair of Crocs shoes, and stepped out of his living quarters and onto an exterior platform. Capt. Taylor's Crocs footwear did not meet the safety manual requirements imposed by his employer, B&J Martin. When Taylor walked out, he stepped on a cigarette lighter, slipped backward, and fell. He filed suit against his B&J Martin and other defendants, bringing claims for Jones Act negligence and unseaworthiness. Following a two-day bench trial, Taylor lost his case and filed this appeal.

On appeal, the Fifth Circuit panel first looked at the issue of negligence and quickly concluded that the district court plausibly found that Taylor's choice of footwear violated B&J Martin's policies and the accident was caused solely by Taylor's failure to use proper slip resistant footwear.

Regarding unseaworthiness, the panel promptly found no error, and referenced trial testimony from a defense expert commenting that the non-skid coating on the vessel was "probably the best" the expert had ever seen.

The panel also rejected a small maintenance and cure claim, noting that the evidence showed that maintenance and cure had been paid in full. Accordingly, the district court's judgment was affirmed in its entirety.

A copy of the Fifth Circuit's opinion may be accessed via the following link:

https://www.ca5.uscourts.gov/opinions/unpub/21/21-30347.0.pdf

- ***Terral River Service, Inc. v. SCF Marine, Inc.*, No. 21-30047, 20 F.4th 1015 (5th Cir. Dec. 15, 2021) – Loading facility had burden of proof to establish unseaworthiness of barge that sank during cargo loading operations**

SCF Marine's barge, *Barge SCF 14023*, sank at a loading facility operated by Terral River Service. Terral sued SCF for general maritime negligence, unseaworthiness, breach of contract, indemnity, and salvage damages.

Prior to delivery of the barge to Terral, SCF had the barge cleaned and inspected by a third-party. The inspector noted no leaks and only trace amounts of water within the void tanks. Before the incident, a Terral employee also inspected the barge and found no indications of a leak.

The barge partially sank while it was being loaded with a cargo of rice at the Terral facility. The barge was raised by salvors, and surveyors retained by Terral and SCF found a fracture measuring a foot long and close to an inch wide along an area covering a void tank on the barge's port side. Green-colored marks were observed near the fracture.

Terral retained two expert witnesses to opine that the fracture preceded delivery of the barge to Terral. The experts' testimony on that issue was struck by the trial court, but one of the experts was allowed to testify that green marks near the fracture indicated that it was likely caused by an impact between the barge and a green object. Once the experts' testimony on the timing of the fracture was struck, the district court granted SCF's summary judgment motion and dismissed all of Terral's claims. Terral filed this appeal.

On appeal, SCF and Terral disputed who had the burden of proof regarding the barge's seaworthiness at the time of delivery. Terral argued that SCF needed to prove that the barge was seaworthy. SCF countered that Terral, as the claimant, had the duty to prove the barge was unseaworthy.

The Fifth Circuit panel noted the general rule that a vessel owner is duty bound to furnish a vessel reasonably fit for its intended purpose, and, in the charter party context, when a charterer claims that a vessel owner has breached the charter party by providing an unseaworthy vessel, the burden of proving such a breach rests upon the claimant. Thus, although not a charterer, Terral, as the claimant, had the burden of proving that the barge was unseaworthy.

Terral alternatively argued that, as SCF was the bailor of the barge, the burden should shift to SCF. The Fifth Circuit panel also rejected that contention, commenting that the district court was correct that "[i]n the 'somewhat unusual situation' of a barge loader suing a barge owner for the sinking of the owner's barge, it is the plaintiff barge loader who bears the burden of proving that the barge was unseaworthy at the time the plaintiff barge loader took custody and control of the barge."

Thus, the Fifth Circuit panel concluded that Terral had the burden of proof for all of its claims.

The panel summarized Terral's myriad claims as variations on a single theme — whether the barge's hull was fractured prior to delivery. SCF presented evidence that the fracture was not present when SCF transferred the barge to Terral: the third-party inspection report and Terral's own inspection report did not note any fracture. Although Terral argued that there was no green object at its facility that could have impacted the barge, such an argument did not satisfy Terral's burden of proof to establish that the barge was already damaged when it was delivered. Without the excluded expert testimony, Terral lacked sufficient evidence to show that the hull was fractured prior to the barge's delivery. Accordingly, the panel found that the district court properly entered summary judgment as to Terral's claims.

A copy of the Fifth Circuit's opinion may be accessed via the following link:

https://www.ca5.uscourts.gov/opinions/pub/21/21-30047-CV0.pdf

- ***Grand Famous Shipping, Ltd. v. Port of Houston Authority*, No. 4:18-cv-04678, 2021 WL 5826781 (S.D. Tex. Dec. 8, 2021) – Time charterer not liable for damages arising from vessel allision**

On June 13, 2018, the *M/V Yochow* allided with a barge and a dock at the TPC Terminal in Houston. According to the district court's background synopsis, right before the incident, the *Yochow's* compulsory pilot ordered the vessel to starboard, but an allegedly fatigued helmsman turned the vessel to port. The vessel subsequently struck the barge, pushing it into the dock. Among its various claims, TPC sued the vessel's time charterer, China Navigation Company. China Navigation sought summary judgment dismissal.

The time charter party agreement was a standard New York Produce Exchange (NYPE) form appended by several rider and BIMCO clauses. Under the terms of the time charter party agreement,

China Navigation could engage the *Yochow* to carry cargo, but the vessel's owner, Grand Famous Shipping, retained possession and control. Grand Famous also retained Beikun Shipping to serve as the vessel's manager, and, as manager, Beikun oversaw implementation and maintenance of the vessel's safety management system (SMS); provided routine maintenance and arranging repairs; manned the vessel and trained its crew; instituted safety procedures; and obtained Class approval of the vessel's SMS.

The court opened its summary judgment analysis by referring to well-established caselaw stating that, "[u]nder traditional admiralty principles an injured [party] cannot sue a time charterer unless the[y] can show either the time charterer had enough control of the vessel to render it the owner *pro hac vice*, or the time charterer was actively negligent."

Regarding *de facto* ownership, the court initially examined the time charter party agreement, observing that it expressly stated that "Grand Famous [is] responsible for the seaworthiness of the Vessel, her safe navigation, preparing and implementing SMS procedures, and the negligence by the crew, among other things." The charterparty also expressly provided that nothing in the agreement "is to be construed as a demise of the vessel to the Time Charterers," and "[t]he Owners shall remain responsible for the navigation of the vessel, acts of pilots and tug boats, insurance, crew, and all other similar matters, same as when trading for their own account."

The court then referenced a Fifth Circuit decision, *Barron v. BP America Production Co*., that found a similarly-situated time charterer was not a demise charterer, and thus the same was true with respect to China Navigation: "The Time Charter Agreement here contains identical language; an identical result should follow."

The court likewise rejected TPC's arguments regarding China Navigation's alleged practical control over the vessel. TPC failed to raise any evidence that China Navigation directed the vessel's operations or meddled in the vessel's procedures.

Turning next to the question of whether China Navigation was negligent, the court observed that TPC pointed to no evidence to suggest that China Navigation negligently discharged its time charterer duties and directly contributed to the allision. Additionally, the evidence did not show that China Navigation was negligent in choosing the vessel's cargo, its route, its general mission, or the timing of its assignment.

TPC finally argued that China Navigation was independently negligent for chartering the *Yochow* without vetting Grand Famous' finances or the vessel's safety protocols. However, the court declined to extend such vetting duties to a time charterer.

Thus, TPC's claims against China Navigation were dismissed by summary judgment. TPC has appealed the court's order. China Navigation is represented by David R. Walker and Richard A. Branca of our Firm's Galveston and Houston offices.

The court's opinion and order can be accessed via the following link:

https://www.dropbox.com/s/9na6qel2y392x24/Yochow%20Order.pdf?dl=0

- ***BBC Chartering Carriers GmbH & Co. KG v. Fluence Energy, LLC*, No. H-21-2235, 2021 WL 5632776 (S.D. Tex. Dec. 1, 2021) – In a cargo damage dispute, the "first-to-file rule" prompted transfer of Texas declaratory judgment action to California federal court where suit was initially filed, notwithstanding contractual forum-selection clause providing for Texas venue**

A cargo of various containers was loaded aboard the *M/V BBC Finland* in Vietnam for shipment to San Diego, California. Following departure, the vessel encountered adverse weather, which allegedly caused the vessel to pitch and roll. The vessel changed course and docked in Japan, where the cargo was inspected. According to the shipper, Fluence Energy, the inspection revealed that many of the shipping containers had overturned, crushing both the containers and their contents. Fluence alleged that 87 of the containers were determined to be so badly damaged that they could not be reloaded onto the vessel. After Fluence's remaining cargo was reloaded, the vessel resumed its voyage to San Diego.

Once the vessel arrived in San Diego, Fluence filed an *in rem* action in the Southern District of California. The vessel was arrested and then released after its owner, Briese, posted a bond as substitute security. Most of the affirmative defenses in Briese's answer claimed that its liability should be either limited or eliminated under federal law, including the Carriage of Goods by the Sea Act ("COGSA"), the Harter Act, the Shipowner's Limitation of Liability Act, and general principles of federal admiralty and maritime law. Eight of Briese's defenses expressly invoked the bills of lading.

Shortly after the California federal suit was filed, the charterer, BBC, filed this declaratory judgment action in the Southern District of Texas. Based on the bills of lading, BBC sought to eliminate or limit its liability for damage to the cargo. The bills of lading contained forum-selection language calling for venue in Texas.

Citing to the "first-to-file rule", Fluence then filed a motion to transfer the declaratory judgment action to the Southern District of California federal court where the arrest action was pending.

Under the first-to-file rule, when related cases are pending before two federal courts, the court in which the case was last filed may refuse to hear it if the issues raised by the cases substantially overlap. In deciding if a substantial overlap exists, courts consider factors such as whether the core issue was the same or if much of the proof adduced would likely be identical.

Upon review of Fluence's motion, the Texas court noted that the California and Texas actions both centered on the damage that the cargo allegedly sustained during the voyage from Vietnam to San Diego. Both actions likewise involved deciding whether federal law or various shipping contracts limit or eliminate various parties' liabilities for damage to Fluence's cargo. In the Texas action, BBC sought limitation of liability under COGSA, the bills of lading, the booking note, and/or the waybills. In the California action, Briese sought limitation of liability under COGSA, other federal statutes and common law, and the bills of lading. Fluence also sued under the sea waybills in the California action.

Although there was no dispute that the California action was filed first and the two suits had overlapping issues, BBC argued that the Texas forum-selection clause in the bills of lading precluded transfer. Thus, according to BBC's argument, the first-to-file rule was trumped by the forum-selection language in the bills of lading. The Texas federal court disagreed.

Noting several cases wherein other courts deferred to the first-to-file rule despite the existence of a forum-selection clause designating that suit be filed in another forum, including caselaw wherein the second court found that the first court could determine whether the forum-selection clause should

apply, the Texas federal court declined to proceed with the declaratory judgment action. Accordingly, the Texas action was transferred to the Southern District of California court where the first-filed suit was pending.

A copy of the court's opinion and order may be accessed via the following link:

https://www.dropbox.com/s/m0fev968let2uiq/BBC%20v%20Fluence%20Opinion%20and%20Order.pdf?dl=0

- **Another Harris County jury verdict with an unusual non-economic damages award**

Further to our previous updates, we note another recent example of a Harris County jury awarding abnormally disproportionate non-economic damages. On January 11, following a remote trial conducted via Zoom, the jury in *Gillies v. Valaris, PLC* (No. 2020-36729; 270th District Court) awarded $7.861m in damages to the Jones Act plaintiff. Curiously, while the plaintiff's past medical care damages were $20,000 and his future medical care damages were $40,000, some of the awarded non-economic damages were much higher than usual (e.g., past physical pain/mental anguish: $500,000; future physical pain/mental anguish: $1.5m; past physical impairment: $500,000; future physical impairment: $2.5m). We will continue to keep a watch on future jury awards to see if any new trends may be developing.

A copy of the jury charge can be accessed via the following link:

https://www.dropbox.com/s/f2xou07qdrl4szu/Gillies%20v%20Valaris.pdf?dl=0

- **Update: The Supreme Court once again takes up the question of whether US federal court-assisted discovery should be available in relation to foreign private commercial arbitrations**

As noted in our last update, the *Servotronics, Inc. v. Roll-Royce PLC* discovery dispute was apparently settled, thus taking away that opportunity for the Supreme Court to weigh in on the extent to which US federal courts should participate in discovery activities pertaining to foreign private commercial arbitrations. While we expected that the issue would appear somewhere down the road, it certainly did not take long for the Supreme Court to find another opportunity to put the issue on its docket. *See* No. 21-401, *ZF Automotive US, Inc. v. Luxshare, Ltd.* (petition for *writ of certiorari* granted December 10, 2021). We will continue to keep an eye on it and further developments regarding this unsettled issue.

COVID-19 UPDATE

General Statewide Conditions

Throughout Texas, various local county and city-level authorities have raised COVID-19 threat warnings as case numbers and hospitalizations have been on the uptick again over recent weeks.

Although statewide hospitalizations dropped to under 3,000 for much of November and part of early December, they are again on the rise, numbering nearly 13,000 by January 19, including over 2,500 patients requiring ICU-level treatment.

Given the recent increases in infections, some businesses have reimposed mask requirements, and various government offices have restricted their in-person availability and/or adopted appointment-based meetings in order to limit group sizes. Local government authorities have also stepped up efforts to increase access to testing and vaccination sites.

Nearly 94% of the Texas population aged 65 and over has had at least one vaccine dose, and nearly 84% of those aged 65+ have received at least two vaccine doses.

Texas Port Operations

Certificate of Compliance Inspection Delays

Local US Coast Guard authorities have reported human resource shortages, which have resulted in delays. In some instances, Certificate of Compliance (COC) inspection delays have persisted up to approximately 10 days. USCG authorities in Galveston, Texas City, and Freeport are requiring vessels have verifiable cargo orders for their respective ports before they will conduct a COC inspection. USCG Houston will only attend a vessel when at berth. In view of these issues and delays, it is recommended that COC requests be made as far in advance as possible.

Restrictions for Crew Off-Signer Travel

At this time, US Customs and Border Protection (CBP) officials in Houston are not permitting off-signers to stay in hotels to wait for their flights home. Off-signers must proceed directly from the vessel to the airport for flights. A valid C1-D USA visa is required for all off-signers, with exceptions being made on very rare occasions.

Updated Guidance From Houston Pilots

Earlier this month, the Houston Pilots issued further notice of their Coronavirus Risk Mitigation Measures, requesting that the following be done prior to Pilot boarding and while the Pilot is on the vessel's bridge:

- High-touch areas on the bridge (e.g., radars, pilot chair, piloting station, door handles, etc.) should be wiped down with disinfectant.
- Only essential personnel should be on the bridge.
- Cool and dry conditions should be maintained on the bridge.
- Unless requested otherwise, Pilots should be escorted to the bridge by way of exterior ladders.
- Pilots and bridge personnel should regularly sanitize their hands.
- Social distancing should be practiced, including no handshakes and maintenance of at least 2 meters in physical distance from the Pilot.
- Hand sanitizer, soap, and paper towels should be provided to the Pilots and bridge personnel.
- USCG guidelines regarding the reporting of ill crewmembers should be followed
  - The Houston Pilots dispatch office should also be notified of ill crewmembers onboard.
  - The dispatch office will additionally request that a COVID-19 risk mitigation plan be submitted for their review and approval.
- Pilots will work to adhere to any reasonable company prevention measures, so long as they do not interfere with navigational safety.

- Pilots will not provide sensitive health information to the vessel's agent or crew, and request for a Pilot's vaccination status or COVID-19 test results may negatively impact a vessel's arrival or sailing schedule.

Texas Court Operations

Due to rising COVID-19 cases throughout Texas, many counties have pumped the brakes on in-person jury trials for the start of the year.

Galveston County and Cameron County (Brownsville) have paused jury trials through at least the end of January. Nueces County (Corpus Christi) recently put jury service on hold until at least the week of January 24. Jefferson County (Port Arthur/Beaumont) also suspended jury trials for an indefinite period.

Harris County (Houston) has not issued any blanket pause of jury trials at this time, and the courts there are generally proceeding in accordance with each judge's respective discretion.

In an interview earlier this month, the Chief Judge of the Southern District of Texas expressed a hope to have jury trials largely back on track by mid-February.

On January 19, 2022, the Texas Supreme Court issued its 47th Emergency Order Regarding the COVID-19 State of Disaster. Although the order prohibits remote jury proceedings in criminal cases where jail/prison confinement is a possibility and either the prosecutor or the defendant has objected to remote jury proceedings, the order's directives with respect to civil cases are not so absolute. According to the order, "[i]n all other cases, remote jury proceedings must not be conducted unless the court has considered on the record or in a written order any objection or motion related to proceeding with the jury proceeding at least seven days before the jury proceeding or as soon as practicable if the objection or motion is made or filed within seven days of the jury proceeding. A timely filed objection may be granted for good cause."

A copy of the Texas Supreme Court's order may be accessed via the following link:

https://www.txcourts.gov/media/1453483/229005.pdf

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

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