

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
NORTHERN DIVISION

In the Matter of the Petition

of

GRACE OCEAN PRIVATE LIMITED, as  
Owner of the M/V DALI,

and

SYNERGY MARINE PTE LTD, as Manager  
of the M/V DALI,

for Exoneration from or Limitation of  
Liability.

Docket No. \_\_\_\_\_

***IN ADMIRALTY***

**PETITION FOR EXONERATION FROM OR LIMITATION OF LIABILITY**

Petitioners, through undersigned counsel DUANE MORRIS LLP and BLANK ROME LLP, hereby file this Petition for Exoneration from or Limitation of Liability. Petitioners allege upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, and Petitioners assert an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. Venue is proper in this District pursuant to Rule F(9) of the Supplemental Rules for Admiralty or Maritime Claims of the Federal Rules of Civil Procedure (the "Supplemental Rules") because the vessel that is the subject of this action is presently located within this judicial District.

3. Petitioner GRACE OCEAN PRIVATE LIMITED ("Owner") is a corporation organized and existing under the laws of Singapore with its registered office in Singapore. Owner was at all relevant times the registered owner of the M/V DALI (IMO No. 9697428) (the "Vessel").

4. Petitioner SYNERGY MARINE PTE LTD (“Synergy”) is a corporation organized and existing under the laws of Singapore with its registered office in Singapore. At all relevant times, Synergy was the manager of the Vessel pursuant to an Agreement for Marine Services with Owner. Under the Agreement, Synergy was responsible for, among other things, manning and victualing the Vessel, procuring and providing deck, engine, and cabin stores, maintenance and repairs for hull and machinery, providing spare parts, maintenance and repairs for the Vessel, and communicating with Owner and the Vessel’s time charterers. At all relevant times, Synergy had substantial control of and exercised dominion over the Vessel.

5. The Vessel is a containership of 95,128 gross metric tons, registered under the laws of Singapore. The Vessel was built in 2015, and has a length overall of 299.92 meters, a molded breadth of 48.2 meters, and a molded depth of 24.80 meters.

6. The Francis Scott Key Bridge (“Key Bridge”) was a 1.6-mile span over the Patapsco River at the outer crossing of the Baltimore Harbor. It is owned by the Maryland Transportation Authority. The Key Bridge was completed in 1977 and made up part of Interstate 695, also known as the Baltimore Beltway.

7. On March 26, 2024, the Vessel commenced a voyage from Baltimore, Maryland, bound for Colombo, Sri Lanka, with an ultimate destination of Yantian, China. The Vessel had a cargo of 4679 containers.

8. At or about 00:40 local time on March 26, 2024, the Vessel left berth at the Port of Baltimore with two tugs alongside and a pilot onboard, as is the requisite procedure in the Port of Baltimore. At or about 00:55 local time, the aft tug cast off from the Vessel. At or about 00:57 local time, the Vessel turned to port. At or about 01:08 local time, the forward tug cast off from the Vessel.

9. The Vessel entered the shipping channel at or about 01:08 local time and was heading 141 degrees true. Approximately seven to ten (7-10) minutes later, the Vessel experienced a loss of power and propulsion in the shipping channel. The Vessel made efforts to regain power, which occurred briefly, but power was lost a second time shortly thereafter. The Vessel drifted to starboard, then dropped anchor in response to the loss of power and propulsion.

10. At or about 01:28 local time on March 26, 2024, the Vessel allided with the Key Bridge (the "Casualty").

11. As a result of the Casualty, portions of the Key Bridge collapsed and were damaged. The Vessel and certain cargo aboard also sustained damage.

12. Prior to the Casualty, eight (8) construction workers were on the bridge. Two (2) of these workers reportedly suffered injuries, two (2) died, and, at present, four (4) are missing but presumed dead following the Casualty.

13. The Casualty was not due to any fault, neglect, or want of care on the part of Petitioners, the Vessel, or any persons or entities for whose acts Petitioners may be responsible.

14. Alternatively, if any such faults caused or contributed to the Casualty, or to any loss or damage arising out of the Casualty, which is denied, such faults were occasioned and occurred without Petitioners' privity or knowledge.

15. The sound value of the Vessel at the time of the voyage did not exceed \$90,000,000.

16. Substantial investigation of the damage to the Vessel as a result of the Casualty is ongoing; however, repair costs are presently estimated to be at least \$28,000,000.

17. Salvage of the Vessel is ongoing; however, salvage costs are presently estimated to be at least \$19,500,000.

18. Accordingly, the value of the Vessel at the termination of the voyage is presently estimated to be approximately \$42,500,000.

19. There was pending freight in connection with the voyage of approximately \$1,170,000.

20. Subject to an express reservation of rights, Petitioners offer an Interim Stipulation of Value in the amount of \$43,670,000 (*i.e.*, sound value of the vessel plus pending freight less repair costs and salvage costs). Petitioners' Interim Stipulation is being filed herewith. The value in the Interim Stipulation is expected to be substantially less than the amount that has been or will be claimed for any losses or damages arising out of the Casualty. Petitioners will file an amended stipulation for value once the repair and salvage costs are finally determined.

21. Petitioners are aware of potential demands or claims against them and/or the Vessel arising out of the Casualty. The identity of all such potential claimants and the amounts of their claims have not yet been fully determined.

22. This Petition is timely filed.

23. Petitioners claim exoneration from liability for any and all losses or damage arising out of the Casualty and from any and all claims for damages that have been or may be filed. Petitioners further allege that they have valid defenses to any and all such claims.

24. Petitioners alternatively claim the benefits of limitation of liability provided by 46 U.S.C. §§ 30501, *et seq.*, as supplemented and amended (the "Limitation Act"). To that end, Petitioners are ready and willing to give a stipulation with sufficient surety for the payment into the Court of the value of the Vessel and its pending freight, and for costs, as provided for by the Limitation Act, Rule F of the Supplemental Rules, and the rules and practices of this Court.

WHEREFORE, Petitioners pray:

(a) That this Court issue an order directing Petitioners to file their Interim Stipulation, for the payment into the Court for the benefit of claimants, concerning the value of the Vessel and its pending freight in connection with the voyage with interest at the rate of 6% *per annum* from the date of said security, or whenever the Court shall so order, such stipulation to be subject to Court approval;

(b) That this Court issue an order directing the issuance of a notice to all persons asserting claims with respect to which this Petition seeks exoneration from or limitation of liability, admonishing them to file their respective claims with the Clerk of this Court and to serve a copy of such claims upon Petitioners' attorneys on or before a date to be named in the notice;

(c) That this Court issue an order enjoining the commencement of or further prosecution of any claims or causes of action against Petitioners except in this action;

(d) That this Court determine that Petitioners are not liable for any loss or damage arising out of the Casualty;

(e) In the alternative, if the Court determines that Owner and/or Synergy is liable, that such liability be limited to the value of the Vessel and its pending freight in connection with the voyage, and that Petitioner(s) be discharged therefrom upon the surrender of such interest, and that the money surrendered, paid, or secured to be paid be divided pro-rata among the claimants that are successful in proving their claims, reserving to all parties any priorities to which they may be legally entitled, and that a decree may be entered discharging Petitioner(s) from all further liability; and

(f) That the Court may grant such other and further relief as the justice of the cause may require.

Dated: April 1, 2024

/s/

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*Of Counsel for Synergy Marine Pte Ltd*

\*Applications for admission *pro hac vice*  
forthcoming

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
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of

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Docket No. \_\_\_\_\_

***IN ADMIRALTY***

**DECLARATION OF WILLIAM R. BENNETT, III**

I, William R. Bennett, III hereby declare as follows:

1. I am a Partner with Blank Rome LLP and I represent Petitioners GRACE OCEAN PRIVATE LIMITED (“Owner”), owner of the M/V DALI (the “Vessel”), and SYNERGY MARINE PTE LTD, manager of the Vessel in the above-captioned action.

2. This Declaration is submitted in support of the Petition for Exoneration from or Limitation of Liability (“Petition”) filed in the above-captioned action. I am fully familiar with the facts and circumstances of this action.

3. At all relevant times, the Vessel was covered by a Hull and Machinery Insurance Policy with an insured value of \$90,000,000 and a coverage period of March 23, 2024 through March 22, 2025. Upon information and belief, the Vessel’s sound value at the time of the voyage referenced in the Petition did not exceed \$90,000,000. Owner reserves the right to obtain an

independent valuation by a qualified expert and seek adjustment of the limitation fund in due course on the basis of that valuation.

4. As a result of the Casualty referenced in the Petition, the Vessel will undergo repairs necessary for its safe operation. Substantial investigation of the damage to the Vessel is ongoing; however, repair costs are presently estimated to be at least \$28,000,000. Owner reserves the right to seek an adjustment of the limitation fund in due course once repair costs are finally fixed.

5. Salvage of the Vessel is ongoing; however, salvage costs are presently estimated to be at least \$19,500,000. Owner reserves the right to seek an adjustment of the limitation fund in due course once salvage costs are finally fixed.

6. At the time of the voyage, the Vessel was on time-charter to Maersk Line A/S at a daily hire rate of \$32,500. The voyage was estimated to take 36 days. Therefore, in connection with the voyage referenced in the Petition, there was pending freight of approximately \$1,170,000.

7. Accordingly, the value of Owner's interest in the Vessel and its pending freight in connection with the voyage did not exceed \$43,670,000 (*i.e.*, sound value of the Vessel plus pending freight less repair costs and salvage costs).

8. I am submitting this Declaration on behalf of Petitioners because they are foreign corporations and none of their officers are within this judicial District.

9. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2024

/s/  
William R. Bennett, III, Esquire  
(signed copy of document bearing signature  
of William R. Bennett, III is being  
maintained in office of Robert B. Hopkins)



**UNITED STATES DISTRICT COURT  
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***IN ADMIRALTY***

**INTERIM STIPULATION FOR VALUE AND STIPULATION FOR COSTS**

WHEREAS, Petitioners, GRACE OCEAN PRIVATE LIMITED (“Owner”), as owner of the M/V DALI (the “Vessel”), and SYNERGY MARINE PTE LTD, as manager of the Vessel, have filed a Petition in the above-captioned proceeding for exoneration from or limitation of liability in respect of claims and damages incurred during or arising out of the Vessel’s voyage commencing on or about March 26, 2024 from Baltimore, Maryland bound for Colombo, Sri Lanka, with an ultimate destination of Yantian, China, and her allision with the Francis Scott Key Bridge in Baltimore (the “Casualty”);

WHEREAS, in the above-captioned proceeding, Petitioners pray for the Court to (1) issue an Order directing the issuance of a notice to all persons asserting claims with respect to which the Petition seeks exoneration from or limitation of liability, admonishing them to file their respective claims with the Clerk of this Court and to serve a copy of such claims upon Petitioners’ attorneys on or before a date to be named in the notice; and (2) issue an order enjoining the commencement

of or further prosecution of any claims or causes of action against Petitioners except in the above-captioned action;

WHEREAS, Petitioners desire to prevent the further prosecution of any and all proceedings already instituted against them and the commencement or prosecution hereafter of any and all suits, actions, or legal proceedings arising out of the Casualty except in this action;

WHEREAS, Petitioners desire to provide an interim stipulation for value and security for claims pending such due appraisal of the amount or value of Owner's interest in the Vessel and its pending freight in connection with the voyage, with interest at the rate of 6% *per annum* from the date of said security, or whenever the Court shall so order;

WHEREAS, Rule F(1) of the Supplemental Admiralty Rules and Local Admiralty Rule (f)(1) require Petitioners to pay security for costs awarded by the Court in the amount of \$1,000, plus interest at the rate of 6% *per annum* thereon.

NOW, THEREFORE, in consideration of the premises, Stipulator, The Britannia Steam Ship Insurance Association Europe, an entity organized under the laws of England and Wales, hereby undertakes in the sum of \$43,671,000, with interest at the rate of 6% *per annum* thereon from April 1, 2024, that if judgment is awarded against either or both Petitioners, such judgment may be entered against both Petitioner(s) and Stipulator for the amount not exceeding the aforesaid sum and interest.

Stipulator, The Britannia Steam Ship Insurance Association Europe, hereby submits itself to the jurisdiction of this Court in connection with this Stipulation and agrees to abide by all orders and decrees of the Court, intermediate or final, and to pay the amount awarded by the final judgment or decree rendered by this Court. If the final judgement or decree is appealed, Stipulator agrees to pay up to the principal amount of this undertaking, with interest at the rate of 6% *per*

*annum*, unless Petitioner(s) pay such judgment or decree or, in the meantime, the amount or value of Owner's interest in the Vessel and its pending freight in connection with the voyage shall have been paid into Court by Petitioner(s) or a subsequent approved Stipulation for Value thereof shall have been given, in which case this Stipulation shall be void.

Dated: April 1, 2024  
Baltimore, Maryland

The Britannia Steam Ship Insurance  
Association Europe

By: BLANK ROME LLP

/s/  
William R. Bennett, III, Esquire  
As attorney-in-fact for the above limited  
purpose only  
(signed copy of document bearing signature  
of William R. Bennett, III is being  
maintained in office of Robert B. Hopkins)

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 GRACE OCEAN PRIVATE LIMITED, as Owner of the M/V DALI, SYNERGY MARINE PTE LTD, as Manager of the M/V DALI
N/A
(EXCEPT IN U.S. PLAINTIFF CASES)
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
Robert B. Hopkins, Laurie G. Fushman-Duane Morris, LLP-100 International Dr., Suite 700, Baltimore, MD 21202 (410-949-2937) and William Bennett, III, Thomas H. Belknap, Jr, Kierstan Carlson - Blank Rome LLP - 1825 Eye Street NW, Washington, DC 20006 (212-885-5152) (pro hac vice applications forthcoming)

DEFENDANTS
N/A
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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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
Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Real Estate, Personal Injury, etc.

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):
Limitation of Liability Act 46 U.S.C. §§ 30501 et seq
Brief description of cause:
Petition for Exoneration from or Limitation of Liability

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 DOCKET NUMBER

DATE April 1, 2024 SIGNATURE OF ATTORNEY OF RECORD /s/ Robert B. Hopkins

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**Case 1:24-cv-00941-JKB Document 1-3 Filed 04/01/24 Page 2 of 2**  
**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.