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BEFORE THE FEDERAL MARITIME COMMISSION
Washington, DC 20573-0001

ORIGINAL

WESTERN HOLDING GROUP, INC. MARINE EXPRESS,
INC., CORPORATION FERRIES DEL CARIBE, INC.

Complainants

vs.

MAYAGÜEZ PORT COMMISSION, HOLLAND GROUP
PORT INVESTMENT (MAYAGÜEZ), INC.

Respondents

FMC Docket No. 08-06

OFFICE OF THE
FEDERAL MARITIME COMMISSION

2009 SEP 21 PM 2:38

RECORDED

**PARTIAL SETTLEMENT STIPULATION AND MOTION FOR PARTIAL
VOLUNTARY DISMISSAL**

TO THE HONORABLE COURT:

The complainants, Western Holding Group, Inc., Marine Express, Inc., and Corporación Ferries del Caribe, Inc. (collectively the "complainants"), and the respondent, the Mayagüez Port Commission ("the Mayagüez Port Commission"), through their undersigned attorneys, respectfully inform, state and pray as follows:

1. The appearing parties have reached an agreement to bring to an end all the controversies among themselves resulting from the instant case upon terms that each of them accepts as fair, reasonable and satisfactory.

2. The complainants have proposed and consented to and the Mayagüez Port Commission has accepted and approved a Partial Decision dismissing the action as against the Mayagüez Port Commission with prejudice, it being the intention of the appearing parties to forever settle and conclude amongst themselves this litigation and all claims which have, or could have been, set forth in FMC Docket 08-06 before the Federal Maritime Commission or in Civil Action 08-2335 (ADC) before the United States District Court for the District of Puerto Rico.

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3. The appearing parties accept and agree that the partial dismissal of this action is with prejudice and without special imposition of costs or attorney's fees against the appearing parties. They also accept and agree that each of the appearing parties is to bear its own costs, expenses and attorney's fees incurred in or related to FMC Docket 08-06 or Civil Action 08-2335 (ADC). Each of the appearing parties waives and, therefore, forever releases and discharges, the other appearing party from any and all claims and causes of action for the costs, expenses, and attorney's fees incurred in or related to FMC Docket 08-06 or Civil Action 08-2335 (ADC).

4. The complainants and the Mayagüez Port Commission also accept and agree that the above settlement is not to be construed in any way as an admission of liability on their part, or any other persons.

5. The appearing parties agree and so stipulate that the proportionate share rule of McDermott, Inc. v. Am Clyde, 511 U.S. 202 (1994), and Boca Grande Club, Inc. v. Florida Power & Light Co., 511 U.S. 222 (1994), applies to the appearing parties with regards to the partial settlement in FMC Docket 08-06 and/or Civil Action 08-2335 (ADC). Thus, for example, in the event that the court and/or the FMC determine X percentage of liability on the Port Commission, said percentage will be deducted from the complainants' damages (assuming complainants are awarded damages).

6. Pursuant to the terms of Rules of the Federal Maritime Commission, 46 C.F.R §§ 502.1, 502.12, 502.91(a) and 502.147(a) and Rule 54(b), Fed. R. Civ. P., the complainants request the entry of a Final Partial Decision upon the express determination that there is no just reason to delay the entry of the Final Partial Decision.

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7. The appearing parties hereby waive any and all rights to appeal the final decision of dismissal with prejudice, also in accordance with the terms of the instant stipulation.

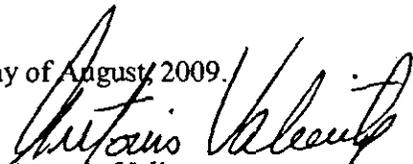
WHEREFORE, the appearing parties respectfully pray from the Honorable Commission that the foregoing Partial Settlement Stipulation be approved pursuant to 46 C.F.R §§ 502.1, 502.12, 502.91(a) and 502.147(a) Rule 41(a), Federal Rules of Civil Procedure, and that the above-captioned action be dismissed with prejudice, and that pursuant to Rule 54(b), there is no just reason to delay the entry of the Final Partial Decision and that all appearing parties hereby waive any and all rights to appeal said final decision, also in accordance with the terms of the instant stipulation and without the imposition of costs, attorney's fees and expenses.

RESPECTFULLY SUBMITTED.

I certify that on this same date, a copy of the foregoing Motion was served by mail and e-mail upon respondents through: Atty. Raul Cancio-Bigas, [raulcancio@ccslp.com], Atty. Elliot J. Halperin [ehalperin@mdslaw.com] Atty. Deana E. Rose [drose@mdslaw.com] and Atty. Michael Selter [mselter@mdslaw.com] Manelli Denison & Selter PLLC, 2000 M Street NW, Suite 700, Washington, DC 20036.

In San Juan, Puerto Rico, this 26th day of August, 2009.


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