

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC., Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her engines, permits, fishing history, tackle, apparel, appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

**VERIFIED COMPLAINT**

NOW COMES, plaintiff, Blatchley Bunkering, Inc., (“plaintiff” or “BBI”), by its attorneys, and for its Verified Complaint alleges as follows:

**JURISDICTION AND VENUE**

1) Plaintiff’s *in rem* claim against the *in rem* defendant, F/V AARSHEIM JUNIOR her engines, tackle, apparel, appurtenances, etc., in Count I and plaintiff’s *in personam* claim against, defendant, Aarsheim Enterprises, Inc. in Count II, are cases of admiralty and maritime jurisdiction, under 28 U.S.C. § 1333, and are admiralty and maritime claims to enforce a claim for necessities and breach of a maritime contract, within the meaning of Fed. R. Civ. P. 9(h).

2) Plaintiff’s *in rem* claim against the F/V AARSHEIM JUNIOR her engines, permits, fishing history, tackle, apparel, appurtenances, etc., in Count I is asserted under the Maritime Commercial Instruments and Liens Act, 46 U.S.C. §§ 31301-31343, and in particular, 46 U.S.C. § 31342(a).

3) Plaintiff’s *in personam* claim against, defendants, Aarsheim Enterprises, Inc. in Count II, is asserted under the general maritime law.

4) Venue in this district is proper under 28 U.S.C. § 1391(b), Rule C(2)(c) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure (“Supplemental Rules”), and the general maritime law.

### **PARTIES**

5) Plaintiff, Blatchley Bunkering, Inc., is a Massachusetts corporation with an address at 238-240 Lewis Wharf Boston, Massachusetts 02110.

6) The *in rem* defendant motor vessel AARSHEIM JUNIOR is, upon information and belief, a 104 foot vessel built in 2018, documented under the laws of the United States of America (the “Vessel”). Upon information and belief, the Vessel, including her engines, permits, fishing history, tackle, apparel, appurtenances, etc., is now or during the pendency of this action will be, located within the District of Massachusetts, and within the jurisdiction of this Honorable Court.

7) The *in personam* defendant, Aarsheim Enterprises, Inc., (“AE”) is upon information and belief a Massachusetts corporation.

### **FACTUAL ALLEGATIONS**

8) BBI is engaged, among other things, in furnishing bunkers or fuel oils for vessels of various kinds and descriptions.

9) In or about 2018, the owner, master, operator, manager, or agent of the F/V AARSHEIM SENIOR, (“AARSHEIM SR.”), a sister vessel to the Vessel, entered into an agreement with BBI, which constituted a maritime contract, whereby BBI agreed to provide necessaries to AARSHEIM SR. in the form of bunkers to the AARSHEIM SR. at BBI’s East Boston facility (“Necessaries Services”).

10) AE represented and agreed to pay BBI at its quoted rate of \$50,000 for the Necessaries Services within 30 days.

11) Relying upon the representations of payments by AE and the value of the AARSHEIM SR. and her appurtenances (including her permits and fishing history), BBI provided Necessaries Services to the AARSHEIM SR.

12) BBI invoiced the AARSHEIM SR. and AE for the provision of the Necessaries Services to the Vessel.

13) Despite repeated demand, AE has not paid the balance which is due and owing to BBI as a result of the provision of Necessaries Services to the AARSHEIM SR.

14) AE has not disputed or provided any reasons to justify the non-payment of the balance which is due and owing to BBI as a result of the provision of Necessaries Services to the AARSHEIM SR.

15) BBI has performed all conditions, covenants and provisions under its agreement with AE for the provision of Necessaries Services to the AARSHEIM SR.

16) As a result of the foregoing, BBI has sustained damages in the amount of \$150,000, plus interest and costs.

17) Upon information and belief, on or about January 1, 2019, and after BBI provided Necessaries Services to the AARSHEIM SR., the AARSHEIM SR. sank off the coast of Massachusetts in Georges Bank as was deemed a total loss.

18) Upon information and belief, on or about January 2, 2019, AE transferred the permits and fishing history of the AARSHEIM SR., to the Vessel.

**COUNT I – ENFORCEMENT OF MARITIME LIEN FOR NECESSARIES**  
**(Against the Vessel *in rem*)**

19) The allegations of paragraph nos. 1 through 18 of this Verified Complaint are incorporated as if fully set forth herein.

20) AE had authority to procure necessities for, and establish liens on, the AARSHEIM SR. as contemplated by 46 U.S.C. §§ 31341 and 31342 and the general maritime law.

20) Pursuant to AE's agreement with BBI, BBI provided Necessaries Services to the AARSHEIM, SR.

22) BBI invoiced AE for the provision of the Necessaries Services to the AARSHEIM SR.

23) Despite demands for payment, to date, BBI has not received payments totaling \$150,000 from AE for the provision of Necessaries Services to the AARSHEIM SR.

24) As a result of the provision of Necessaries Services to the AARSHEIM SR., BBI possesses a maritime lien against the AARSHEIM SR. for \$150,000 plus interests and costs.

25) When the AARSHEIM SR. sank and AE transferred its permits and fishing history to the Vessel, BBI's lien for Necessaries Services travelled to the Vessel. *See Gowen, Inc. v. F/V QUALITY ONE*, 244 F.3d 64 (1st Cir. 2001) (holding that a maritime lien attaches not only to the bare vessel but also to equipment that is essential to the vessel's navigation, operation, and mission).

26) A vessel's permits and fishing history are essential to its navigation, operation, or mission as the vessel's permits and fishing history give the vessel the legal right to fish in certain areas and/or for certain species of fish.

27) As such, BBI has the right to exercise all the rights and remedies provided to holders of maritime liens, including the right to enforce its maritime lien against the Vessel pursuant to the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §§ 31301, *et seq.* and the general maritime law.

26) BBI has suffered damages as a result of the failure of AE and the Vessel to pay for the provision of Necessaries Services to the Vessel.

**COUNT II – BREACH OF CONTRACT**  
**(Against Aarsheim Enterprises *in personam* for breach of maritime contract)**

27) The allegations of paragraph nos. 1 through 26 of this Verified Complaint are incorporated as if fully set forth herein.

28) AE and BBI entered into an agreement with BBI whereby BBI agreed to provide Necessaries Services to the AARSHEIM SR. in exchange for prompt payment of the agreed upon price of \$150,000.

29) Relying upon this agreement, BBI provided Necessaries Services to the AARSHEIM SR.

30) Despite the fact that BBI provided certain Necessaries Services to the AARSHEIM SR, Aarsheim Enterprises has failed to pay \$150,000 due and owing to BBI for the provision of Necessaries Services.

31) AE has failed to perform its obligation under its agreement with BBI for the provision of Necessaries Services to the Vessel by, among other things, failing to make payments as agreed.

32) As a result of the above, AE, has breached the terms of the agreement with BBI for the provision of Necessaries Services to the Vessel, and AE is entitled to judgment for \$150,000 plus interests and costs against AE.

WHEREFORE, plaintiff, Blatchley Bunkering, Inc., prays that this Honorable Court adjudge as follows:

A. That *in rem* process, according to the practice of this Honorable Court in matters of admiralty and maritime jurisdiction, may issue against the whole of the F/V AARSHEIM JUNIOR her engines, permits, fishing history, tackle, apparel, appurtenances, etc., pursuant to Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Action of the Federal Rules of Civil Procedure;

B. That all persons or entities having or claiming any interests in the Vessel be cited to appear and answer under oath;

C. That as to Count I, plaintiff, Blatchley Bunkering, Inc., claim be adjudged valid and enforceable maritime lien against the whole of the F/V AARSHEIM JUNIOR, her engines, permits, fishing history, tackle, apparel, appurtenances, etc., for the full amount of its liquidated and unliquidated damages, together with prejudgment interest, cost and expenses, including attorneys' fees, and other damages which may be shown at trial;

D. That as to Count I, pursuant to 46 U.S.C. § 31326(a), the whole of the F/V AARSHEIM JUNIOR her engines, permits, fishing history, tackle, apparel, appurtenances, etc., be condemned and sold to satisfy the claims of plaintiff, Blatchley Bunkering, Inc.;

E. That as to Count II, process in due form of law according to the rules and practices of this Honorable Court in causes of admiralty and maritime jurisdiction issue against the *in personam* defendant, Aarsheim Enterprises, Inc. citing them to appear and answer to each and all of the matters aforesaid;

F. That plaintiff, Blatchley Bunkering, Inc., have such other and further relief as this Honorable Court may deem just and proper under the circumstances.

Respectfully submitted,

BLATCHLEY BUNKERING, INC.,

By its attorneys,

/s/ Samuel P. Blatchley

Samuel P. Blatchley

(BBO No. 670232)

Holbrook & Murphy

238-240 Lewis Wharf

Boston, MA 02110

(617) 428-1151

[sblatchley@holbrookmurphy.com](mailto:sblatchley@holbrookmurphy.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on November 4, 2021, I electronically filed the above documents by using the CM/ECF system which will send notification of such filing(s) to all registered participants.

/s/ Samuel P. Blatchley

Samuel P. Blatchley

## VERIFICATION

- 1) I, Daniel Kelley, am General Manager for the plaintiff, Blatchley Bunkering, Inc., and have authority to verify this Verified Complaint on behalf of BBI.
- 2) I have read the foregoing Verified Complaint and I know the allegations set forth therein are true to the best of my knowledge. As to the matters therein stated to be upon information and belief, I believe them to be true.
- 3) The sources of my information and the grounds for my beliefs are the business records of BBI and my own personal dealings in connection with this matter.

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

/s/ Daniel Kelley  
Dated: November 4, 2021



**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC.,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her	)	
engines, permits, fishing history, tackle, apparel,	)	
appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

***EX PARTE* MOTION FOR AN ORDER DIRECTING ISSUANCE OF WARRANT *IN REM* FOR ARREST OF F/V AARSHEIM JUNIOR**

NOW COMES, plaintiff, Blatchley Bunkering, Inc., (“plaintiff” or “BBI”), and moves pursuant to Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions (“Supplemental Rules”) for an *ex parte* order directing the Clerk of Court to issue a warrant for the arrest of the defendant, F/V AARSHEIM JUNIOR, her engines, permits, fishing history, tackle, apparel, appurtenances, etc. (the “Vessel”), and avers as follows:

1. Plaintiff has filed a verified complaint in admiralty against the Vessel *in rem* and against her owner, defendant, Aarsheim Enterprises, Inc. *in personam*.
2. As set forth in the Verified Complaint, in or about 2018, the owner, master, operator, manager or agent of the F/V AARSHEIM, SENIOR. (“AARSHEIM SR”) and Aarsheim Enterprises, Inc. (“AE”) entered into an agreement with plaintiff, which constituted a maritime contract, whereby plaintiff agreed to provide necessaries to the Vessel in the form of bunkers to the Vessel at its East Boston facility (“Necessaries Services”).
3. AE had authority to procure necessaries for, and establish liens on, the Vessel as contemplated by 46 U.S.C. §§ 31341 and 31342 and the general maritime law.

4. The Vessel represented and agreed to pay plaintiff at its quoted rates of \$150,000 for the Necessaries Services in a prompt and timely manner.

5. Relying upon the representations of payments by AE and the value of the AARSHEIM SR. and her appurtenances (including her permits and fishing history), BBI provided Necessaries Services to the AARSHEIM SR.

6. BBI invoiced the AARSHEIM SR. and AE for the provision of the Necessaries Services to the Vessel.

7. BBI has performed all conditions, covenants and provisions under its agreement with AE for the provision of Necessaries Services to the AARSHEIM SR.

8. As a result of the foregoing, BBI has sustained damages in the amount of \$150,000, plus interest and costs.

9. Upon information and belief, on or about January 1, 2019, and after BBI provided Necessaries Services to the AARSHEIM SR., the AARSHEIM SR. sank off the coast of Massachusetts in Georges Bank as was deemed a total loss.

10. Upon information and belief, on or about January 2, 2019, AE transferred the permits and fishing history of the AARSHEIM SR., to the Vessel.

11. When the AARSHEIM SR. sank and AE transferred its permits and fishing history to the Vessel, BBI's lien for Necessaries Services travelled to the Vessel. *See Gowen, Inc. v. F/V QUALITY ONE*, 244 F.3d 64 (1st Cir. 2001) (holding that a maritime lien attaches not only to the bare vessel but also to equipment that is essential to the vessel's navigation, operation, and mission).

12. A vessel's permits and fishing history are essential to its navigation, operation, or mission as the vessel's permits and fishing history give the vessel the legal right to fish in certain areas and/or for certain species of fish.

13. Pursuant to 45 U.S.C. § 31342(a) (1) and (2), BBI, as a provider of necessities to the Vessel on the order of the owner or a person authorized by the owner under 45 U.S.C. § 31341, has a maritime lien on the Vessel and may bring this civil action *in rem* in order to enforce its maritime lien for necessities. (“[A] person providing necessities to a vessel on the order of the owner or a person authorized by the owner – (1) has a maritime lien on the vessel; (2) may bring a civil action in rem to enforce the lien...”)

14. When a Verified Complaint is filed to enforce a maritime lien,

The court must review the complaint and any supporting papers. If the conditions for an *in rem* action appear to exist, the court must issue an order directing the clerk to issue a warrant for the arrest of the vessel or the other property that is the subject of the action.

Supplemental Rule C(3)(a)(i).

15. The conditions for an *in rem* action having been met, plaintiff respectfully requests that an Order be entered directing the Clerk of Court to issue an *in rem* warrant for the arrest of the Vessel.

Plaintiff attaches a proposed Order and *in rem* warrant of arrest hereto.

Dated: November 4, 2021

Respectfully submitted,

BLATCHLEY BUNKERING, INC.,

By its attorneys,

*/s/ Samuel P. Blatchley* \_\_\_\_\_

Samuel P. Blatchley

Holbrook & Murphy

238-240 Lewis Wharf

Boston, MA 02110

(617) 428-1151

[sblatchley@holbrookmurphy.com](mailto:sblatchley@holbrookmurphy.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on November 4, 2021, I electronically filed the above documents by using the CM/ECF system which will send notification of such filing(s) to all registered participants.

*/s/ Samuel P. Blatchley* \_\_\_\_\_

Samuel P. Blatchley

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC.,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her	)	
engines, permits, fishing history, tackle, apparel,	)	
appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

**ORDER FOR ISSUANCE OF AN *IN REM* WARRANT  
FOR ARREST OF F/V AARSHEIM JUNIOR**

Upon reading the Verified Complaint, the verification thereto, and *Ex Parte* Motion for an Order Directing Issuance of Warrant *In Rem* for Arrest of F/V AARSHEIM JUNIOR, the Court finds that the conditions for an action under Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions appear to exist.

Accordingly, it is hereby:

**ORDERED**, that the Clerk of this Court shall issue forthwith a *In Rem* Warrant of Maritime Arrest for the F/V AARSHEIM JUNIOR, her engines, tackle, apparel, appurtenances, etc., *in rem* (hereinafter referred to as “Vessel”), directing the United States Marshal for the District of Massachusetts to proceed with all deliberate speed and arrest the Vessel which is now afloat, berthed, and/or otherwise located within the District of Massachusetts; it is further

**ORDERED**, that the United States Marshal is to arrest and take custody of the Vessel, currently located within the District of Massachusetts and to detain same within its custody until further Order of this Court; and it is further

**ORDERED**, that the United States Marshal for the District of Massachusetts shall serve a copy of the Verified Complaint and this Order with the *In Rem* Warrant of Maritime Arrest upon the Vessel and shall return the process promptly; and it is further

**ORDERED**, that any person claiming an interest in the property asserted pursuant to said Order, upon application to the Court be entitled to a prompt hearing on November 4, 2021 at 2:00 PM in which the plaintiff shall be required to show why the arrest should not be vacated or other relief granted; and

**ORDERED**, that the Vessel may be released from seizure without further order of this court, if the United States Marshal for the District of Massachusetts receives written authorization from the attorney who requested the seizure that such attorney advises that he has conferred with all counsel representing all of the parties to the litigation and they consent to the release, and the Court has not entered an Order to the contrary. All of the United States Marshals' costs shall be paid prior to the release of said Vessel.

Boston, Massachusetts, on this 4<sup>th</sup> day of November 2021.

---

**UNITED STATES MAGISTRATE JUDGE**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

***IN REM* WARRANT OF MARITIME ARREST**

CIVIL ACTION NO.

***THE PRESIDENT OF THE UNITED STATES OF AMERICA:***

To the United States Marshal for the District of Massachusetts or his deputies:

***GREETINGS:***

*WHEREAS*, a Verified Complaint in Admiralty has been filed in this court entitled:

BLATCHLEY BUNKERING, INC.,  
Plaintiff,

vs.

F/V AARSHEIM JUNIOR, her engines tackle, permit, fishing history, apparel, appurtenances,  
etc., *in rem*, AARSHEIM ENTERPRISES, *in personam*.  
Defendant.

on the 4<sup>th</sup> day of November, 2021, upon an Admiralty and Maritime claim praying that process issue for the arrest of the aforesaid vessel or other property that is the subject of this action;

YOU ARE THEREFORE COMMANDED to attach and arrest defendant vessel, motor vessel, F/V AARSHEIM JUNIOR, her engines, permit, fishing history, machinery, tackle, apparel, furniture, equipment, rigging, and all other necessities appurtenant, now located within this District at Boston, Massachusetts, or any other location within the District of Massachusetts, and to detain the same in your custody until further order of this Court respecting same.

Dated at Boston, Massachusetts on this 4<sup>th</sup> day of November, 2021.

By Order:

\_\_\_\_\_  
By: Magistrate Judge

**Note:** Any claimant of the property seized shall file his/her verified statement of right or interest within fourteen (14) days after this Warrant has been executed, and shall serve his/her answer within twenty-one (21) days after the filing of the verified statement of right or interest or as otherwise ordered by the Court.

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC.,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her	)	
engines, permits, fishing history, tackle, apparel,	)	
appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

**EX PARTE MOTION FOR APPOINTMENT OF SUBSTITUTE CUSTODIAN**

NOW COMES, plaintiff, Coastal Marine Management, Blatchley Bunkering, Inc., (“plaintiff” or “BBI”), and moves, pursuant to Rule E(4) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, to appoint National Maritime Services, Inc. as substitute custodian of defendant, F/V AARSHEIM JUNIOR her engines, tackle, apparel, appurtenances, etc. (the “Vessel”), and in support of said Motion, BBI represents as follows:

1. Concurrently with the filing of this Motion, plaintiff is filing its Verified Complaint, *in rem*, against the Vessel in this Court, praying that the Vessel, her engines, permits, fishing history, tackle, equipment, appurtenances, etc., be arrested, condemned and sold to pay plaintiff’s demands and claims under plaintiff’s Verified Complaint, and for other proper relief.
2. Plaintiff has requested the Clerk of this Court to issue a Warrant of Arrest *in rem* for the Vessel, commanding the United States Marshal for this District to arrest and take into custody the Vessel and to detain same in his custody pending further Order of this Court.
3. It is expected that the United States Marshal shall arrest and seize the Vessel.



4. The United States Marshals Service typically requires persons seeking to arrest a vessel to plan for a substitute custodian to take custody of the Vessel immediately following arrest.

5. As an alternative to the retention of a keeper by the United States Marshal, plaintiff's herein represent that the proposed substitute custodian can adequately provide for the safekeeping of the Vessel during the pendency of this action in lieu of the Marshal, and hereby consents to its appointment.

6. The proposed substitute custodian, by Declaration attached hereto, has agreed to assume responsibility for the safekeeping of the Vessel. The proposed substitute custodian will provide or arrange for all necessary services for the preservation, safekeeping and security of the Vessel including, but not limited to, the services outlined in the attached Declaration.

7. By Declaration, the proposed substitute custodian, in consideration of the United States Marshal's consent to the substitution of custody, agrees to release the United States Marshal and the United States of America from any and all liability and responsibility arising out of the care, custody, and control of the defendant Vessel, her engines, machinery, tackle, apparel, furniture, equipment, rigging, and all other necessaries appurtenant thereto, from the time the Marshal delivers possession of the Vessel to the substitute custodian. The proposed substitute custodian further agrees to hold harmless and indemnify the United States Marshal and the United States of America from any and all claims whatsoever arising out of the substitute custodian's possession and safekeeping of defendant Vessel.

8. The proposed substitute custodian, by Declaration, will accept custody of the defendant Vessel, her engines, machinery, tackle, apparel, furniture, equipment, rigging, and all

other necessities appurtenant thereto, in accordance with the terms and conditions of the proposed order of appointment.

WHEREFORE, plaintiff, Blatchley Bunkering, Inc., requests this Court issue an Order appointing National Maritime Services, Inc. as substitute custodian of the F/V AARSHEIM JUNIOR, and permitting the Vessel to be moved, with the permission of the United States Marshals Service, so long as it stays within the District and within the jurisdiction of this Court.

Plaintiff attaches a proposed Order hereto.

Dated: November 4, 2021

Respectfully submitted,

BLATCHLEY BUNKERING, INC.,

By its attorneys,

*/s/ Samuel P. Blatchley* \_\_\_\_\_

Samuel P. Blatchley

(BBO No. 670232)

Holbrook & Murphy

238-240 Lewis Wharf

Boston, MA 02110

(617) 428-1151

[sblatchley@holbrookmurphy.com](mailto:sblatchley@holbrookmurphy.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on November 4, 2021, I electronically filed the above documents by using the CM/ECF system which will send notification of such filing(s) to all registered participants.

*/s/ Samuel P. Blatchley* \_\_\_\_\_

Samuel P. Blatchley

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC.,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her	)	
engines, permits, fishing history, tackle, apparel,	)	
appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

**DECLARATION OF PROPOSED SUBSTITUTE CUSTODIAN**

Bill O’Dell, hereby states under penalty of perjury pursuant to 28 U.S.C. § 1746, that:

- 1) I am the Vice President of Operation for National Maritime Services, Inc. (“NMS”).
- 2) I am familiar with the defendant vessel, fishing vessel F/V AARSHEIM, JR. (the “Vessel”), at least to the extent of her size, type, construction, material and apparent condition. NMS has acted as substitute custodian of numerous similar vessels. I believe that NMS can provide or arrange for adequate facilities and supervision for the wharfage, safekeeping and preservation of the Vessel in lieu of the United States Marshals Service during the pendency of the lawsuit herein and until further order of the District Court.
- 3) Regarding the safekeeping of the Vessel, NMS will arrange for or provide the following services during the period of custodianship:
  - a. Wharfage of the Vessel at the customary market rate in Boston, Massachusetts; and,
  - b. Other necessary and reasonable undertakings for the preservation, safekeeping and security of the Vessel, including such actions that may be required by the District Court or the United States Marshals Service. The costs associated NMS’s

services arranged for or performed will be in accordance with the National Maritime Service rate sheet, which is attached as Exhibit 1.

- 4) NMS represents that it has custodianship insurance which will respond to damage or loss of the Vessel, or for damages sustained by third parties due to the acts, faults, negligence or omissions of NMS, its employees, agents or servants, committed during custodianship of the Vessel.
- 5) NMS, in consideration of the United States Marshal Service's consent to the substitution of custody, agrees to release the United Marshals Service and the United States of America from any and all responsibility arising out of the care, custody or control of the Vessel, her engines, permits, fishing history, tackle, apparel, furniture, rigging, and all of the necessary appurtenances thereto, from the time that the United States Marshals deliver possession and control of the Vessel to it. NMS further agrees to hold harmless and indemnify the United States Marshals Service and the United States of America from any and all claims whatsoever arising out of the substitute custodian's possession and safekeeping of the Vessel.
- 6) NMS agrees to accept the substitute custodianship of the Vessel, her engines, permits, fishing history, tackle, apparel, furniture, rigging, and all of the necessary appurtenances thereto, in accordance with the terms and conditions of any judicial order appointing it as the substitute custodian.

I hereby certify under the penalty of perjury that the foregoing is true and correct on this 4<sup>th</sup> day of November, 2021.

/s/ Bill O'Dell

Name: Bill O'Dell

Title: Vice President

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

BLATCHLEY BUNKERING, INC.,	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.
	)	
F/V AARSHEIM JUNIOR, her	)	
engines, permits, fishing history, tackle, apparel,	)	
appurtenances etc., <i>in rem</i> ,	)	
AARSHEIM ENTERPRISES, INC., <i>in personam</i>	)	
Defendants.	)	

**ORDER APPOINTING SUBSTITUTE CUSTODIAN**

Considering the foregoing *Ex Parte* Motion for an Order Appointing Substitute Custodian filed by plaintiff, Blatchley Bunkering, Inc., (“plaintiff” or “BBI”), and finding same well-founded, it is hereby

**ORDERED, ADJUDGED AND DECREED** that the United States Marshals Service for the United States District Court for the District of Massachusetts be and hereby is authorized and directed upon his arrest and seizure of the F/V AARSHEIM JUNIOR her engines, tackle, equipment, appurtenances, etc. (the “Vessel”), pursuant to the *In Rem* Warrant of Arrest issuing in this case, to surrender the possession thereof to National Maritime Services, Inc., and that upon such surrender, the United States Marshals Service shall be discharged from his duties and responsibilities for the safekeeping of the Vessel;

**IT IS FURTHER ORDERED** that National Maritime Services, Inc. be and hereby is appointed the substitute custodian of the Vessel to retain the same in its custody for possession and safekeeping;

**IT IS FURTHER ORDERED** in consideration of the Court’s appointment of National Maritime Services, Inc. as substitute custodian, plaintiff and National Maritime Services, Inc.

agree to release the United States and the Marshals Service from any and all liability and responsibility arising out of the care and custody of the Vessel from the time the U.S. Marshals Service transfers possession of the Vessel over to National Maritime Services, Inc., and the plaintiff and National Maritime Services, Inc. further agrees to hold harmless and to indemnify the United States and the Marshals Service from any and all claims whatsoever arising out of National Maritime Services, Inc.'s possession and safekeeping of the Vessel;

**IT IS FURTHER ORDERED** that National Maritime Services, Inc. shall retain the Vessel in its custody, possession, and safekeeping until further Order of this Court;

**IT IS FURTHER ORDERED** the Vessel may be moved with the permission of the United States Marshals Service to other berths within this judicial district at no cost to the plaintiff, so long as the Vessel stays within this judicial district;

**IT IS FURTHER ORDERED** that all reasonable expenditures of the United States Marshals Service for the safekeeping of the Vessel shall be deemed administrative expenses in this action and first charge on the Vessel herein, to be paid to the United States Marshals Service prior to the release of the Vessel or distribution of the proceeds of its sale;

**IT IS FURTHER ORDERED** that all reasonable expenditures which may be incurred by National Maritime Services, Inc. as substitute custodian, or any party advancing funds to National Maritime Services, Inc., as substitute custodian, in safekeeping or maintaining the Vessel while she is in *custodia legis*, shall be deemed administrative expenses in this action and first charge on the Vessel herein, to be paid prior to the release of the Vessel or distribution of the proceeds of its sale;

**IT IS FURTHER ORDERED** that any intervenor shall owe a debt to any party that has previously advanced funds to cover the expenses of the United States Marshals Service and/or

substitute custodian, enforceable on motion, consisting of the intervenor's share of such fees and expenses in the proportion that the intervenor's claim bears to the sum of all the claims; and,

**IT IS FURTHER ORDERED**, that plaintiff's attorneys shall serve a copy of this Order upon the owner of the Vessel in care of the Vessel's Master, or if the Master is unavailable by service on the Vessel's owner pursuant to Rule 4 of the Federal Rules of Civil Procedure.

Boston, Massachusetts this 4<sup>th</sup> day of November 2021.

---

**UNITED STATES MAGISTRATE JUDGE**



PLAINTIFF Blatchley Bunkering, Inc.	COURT CASE NUMBER
--	-------------------

DEFENDANT F/V AARSHEIM JUNIOR, her engines, permit, fishing history, tackle, apparel	TYPE OF PROCESS In Rem Warrant
---	-----------------------------------

**SERVE AT** { NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN  
Master F/V AARSHEIM JUNIOR

ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code)  
John Joseph Moakley Courthouse, 1 Courthouse Way, Boston, MA 02110

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW Samuel P. Blatchley 238 Lewis Wharf Boston, MA 02110	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Number of process to be served with this Form 285</td> <td style="text-align: right; padding: 2px;">1</td> </tr> <tr> <td style="padding: 2px;">Number of parties to be served in this case</td> <td style="text-align: right; padding: 2px;">1</td> </tr> <tr> <td style="padding: 2px;">Check for service on U.S.A.</td> <td style="text-align: right; padding: 2px;">5,000</td> </tr> </table>	Number of process to be served with this Form 285	1	Number of parties to be served in this case	1	Check for service on U.S.A.	5,000
Number of process to be served with this Form 285	1						
Number of parties to be served in this case	1						
Check for service on U.S.A.	5,000						

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (*Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service*):  
 Bill O'Dell's Number - XXX-XXX-XXXX  
 Arrest at Dock at John Joseph Moakley Courthouse, 1 Courthouse Way, Boston, MA 02110

Signature of Attorney other Originator requesting service on behalf of:	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER xxx-xxx-xxxx	DATE 11/04/21
---	---	----------------------------------	------------------

**SPACE BELOW FOR USE OF U.S. MARSHAL ONLY - DO NOT WRITE BELOW THIS LINE**

I acknowledge receipt for the total number of process indicated. <i>(Sign only for USM 285 if more than one USM 285 is submitted)</i>	Total Process _____	District of Origin No. _____	District to Serve No. _____	Signature of Authorized USMS Deputy or Clerk	Date
--	------------------------	---------------------------------	--------------------------------	--	------

I hereby certify and return that I  have personally served,  have legal evidence of service,  have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.

I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (*See remarks below*)

Name and title of individual served ( <i>if not shown above</i> )	Date	Time <input type="checkbox"/> am <input type="checkbox"/> pm
---	------	--

Address ( <i>complete only different than shown above</i> )	Signature of U.S. Marshal or Deputy
---	-------------------------------------

*Costs shown on attached USMS Cost Sheet >>*

REMARKS