



**41st ANNUAL
RIVER AND MARINE INDUSTRY SEMINAR**



GNOBFA

**“SERVING THE MARINE INDUSTRY
FOR DECADES”**

*April 9-11, 2025
InterContinental New Orleans
New Orleans, Louisiana*

7:15 – 8:30

REGISTRATION

8:30 – 9:00

OPENING REMARKS

PRESIDENT OF GNOBFA

Karl C. Gonzales
Cooper-Marine
LaPlace, LA

SEMINAR CO-DIRECTORS

Alan J. Savoie
The Cooper Group of Companies
Hahnville, LA

Thomas G. Grantham
Ingram Barge Company
Port Allen, LA

SEMINAR MODERATOR

Marc C. Hebert, Esq.
Jones Walker LLP, New Orleans, LA and Chair,
Louisiana Ports and Waterways Investment
Commission, Office of the Governor, Baton
Rouge, LA

MODERATOR EMERITUS

Maurice C. Hebert, Jr., Esq.
Maurice C. Hebert, Jr., LLC
River Ridge, LA

KEYNOTE SPEAKER

Rear Admiral David C. Barata
United States Coast Guard District Eighth
District Commander
New Orleans, LA

9:00 – 10:30

THE LIGHTNING ROUND WITH THINGS YOU JUST NEED TO KNOW. READY, SET ... GO!!

FROM AROUND THE CIRCUITS – ANOTHER (BUT NEEDED) MARITIME LAW UPDATE

- *Maritime Case Law Update:* A review of recent case law that will impact marine operations, your insurance needs, and what you need to know to work with your insurer to make a decision on settlement before litigating and going to court.
- *The Sieracki Seaman States:* Yes, it is still around. Where did it come from and what is

it? When might it show up? In what type of litigation?

TIME IS OF THE ESSENCE: ALL MARINE COMPANIES, BOAT OPERATORS AND CHARTERERS, OWNERS, INSURERS AND ATTORNEYS SHOULD KNOW ABOUT THE LEGAL “TIME/FRAME” FOR:

- Personal Injury and Statue of Limitations in Jones Act, unseaworthiness, third party seaman and non-seaman injuries, etc.
- When does the time start – maybe on a date other than day of accident or illness?
- When does “maintenance” and “cure” definitely start and end – without a doubt?
- What about State Comp and LSHWCA? What are the prescription periods under those acts?
- Are there Prescription/Statutes of Limitation time frames in property damage/cargo incidents?
- Written contracts?
- Limitation of Liability litigation?
- I have heard the word “laches” with regard to Prescription or Statute of Limitation – What is this? Who uses this? What does it control?
- Can a court refuse a missed deadline on any of the above? What might be a valid excuse?

Moderator:

Marc C. Hebert, Esq.

Panel Members:

Raymond Waid, Esq.
Liskow & Lewis
New Orleans, LA
Defense Attorney

The Honorable Jeffrey Brown
United States Magistrate Judge
Southern District of Texas
Galveston, TX
Federal District Judge

10:30 – 10:45 **BREAK**

10:45 – 12:15 **REGULATING CYBERSECURITY, “AI” AND OTHER USCG POLICIES IMPACTING OPERATIONS WITHIN THE MTS**

- An update from around the Marine Transportation System
 - Do the many changes in operations and USCG policy and regulations are impacting the maritime operational environment impact my company?
- What does Autonomy and Artificial Intelligence (AI) in vessel operations really mean.
 - How does autonomy work?
 - What is AI, how does it work and who is using it?
 - Is there insurance to cover changes in operations that involve these new technologies?
- The USCG cyber regulations are out! *Whaaatttt????*
 - How do I comply?
 - What does it mean for vessel operators, fleeters and barge lines?
 - Do I modify my TSMS, SMS, VSP and FSP? I have a headache...
- What are the changes in Louisiana’s operating environment that are expected to impact marine traffic on the “Lower Miss” or “LMR”? What does that mean for the future of barge movements North/South and East/West, and exports.

Moderator:

Marc C. Hebert, Esq.

Panel Members:

Rear Admiral Wayne R. Arguin

Assistant Commandant for Prevention Policy
U.S. Coast Guard Headquarters
Washington, D.C.
U.S. Coast Guard Representative

Geoff Douglass

Founder
Mythos AI
Industry Representative

Joe Bussenger

Director, Marine Recovery Operations
Relativity Space
Industry Representative

12:15 – 1:30

LUNCH

1:30 – 3:00

IT IS JUST A SIMPLE TOW, WHY DO I NEED AN AGREEMENT OR AN MSA? THE TYPES OF CHARTER

AGREEMENTS AND WHICH ONE IS NEEDED WHEN?

- What is the difference between a voyage charter, a time charter and a bareboat charter?
- What is the difference between a charter party and a master services agreement? When should I use one versus the other?
- What level of formality do I need for contracts?
- What are some of the basic features I should insure are in my contract?
- What insurance coverage must be included to protect my company from third party liability?
- How do I tie insurance back to the indemnity clause to ensure my obligations and risks are covered?
- How do I make sure my risk allocation scheme works the way I intend?
- Who is BIMCO and why do I care?
- Can’t I just use someone else’s agreement?
- Why do I need to have my attorney and broker review contracts?
- What is the consequence of a breach of warranty?
- What should I do with insurance when these is an incident?
- What is the role of the broker in claims process?

Moderator:

Marc C. Hebert, Esq.

Panel Members:

Harold Flanagan

Flanagan Partners
New Orleans, LA
Defense Attorney

TBD

Insurance Claims Manager

George Andersen

Aon Risk
New York, NY
Marine Broker

3:00 – 3:15

BREAK

3:15 – 5:00

THE INCREASING LIABILITIES OF BARGE FLEETING AND TERMINAL OPERATIONS WITH INCREASED TRAFFIC, NEW POLICIES AND NEW REGULATIONS

- What needs to be included in my customer agreements?
- What are the most common operations issues that arise, leading to legal liability and insurance claims?
- Heavy weather versus hurricane contingency plans, is there a difference and if so why?
- But the US Coast Guard came out and checked my fleet, so what liabilities could I possibly have?
- What if I want to change my permit, what do I need to do, know and who do I speak with? The US Army Corps of Engineers? The US Coast Guard?
- How does high water impact fleeting and terminal operations and what do I need to do to prepare for it and manage it?
- What is a “tariff” or terminal rules and why should I care? Does it matter whether or not I have an agreement with the terminal? What if I am dropping off for my customer?
- Why do I care about Whiskey and Zulu? *Both are great during Mardi Gras...*
- How are my fleeting policies viewed in insurance renewals and premiums?

Moderator:

Marc C. Hebert, Esq.

Panel Members:

TBD

Maritime Attorney

Todd Fuller

President

Associated Terminals

Reserve, LA

Industry Representative

Baxter Southern

President, McGriff Siebels

St Louis, MO

Marine Broker

5:00 – 6:30

NETWORKING RECEPTION



8:30 – 10:30

THE RISE OF “HUGE” VERDICTS. HOW DO I APPEAL THE “HUGE VERDICT” FOR FAILURE TO PAY MAINTENANCE AND CURE AND CAN I WIN ON APPEAL!?!?

An Insight Into The Ethical And Professionalism Issues In Presenting And Arguing The Appeal of The Huge Verdict.

This panel will specifically address issues arising under Rule 3.1. Meritorious Claims and Contentions, Rule 3.2. Expediting Litigation, Rule 3.3. Candor Toward the Tribunal, Rule 3.4. Fairness to Opposing Party and Counsel. Other similar topics arising will be addressed under the Louisiana State Bar Association Rules and Code of Professionalism. In this regard, subtopics will include but not be limited to the following:

- What is a Nuclear Verdict? What are the consequences of plaintiff’s counsel obtaining one?
- Is there insurance to cover such a verdict, and if not, how does the insured and counsel handle the lack of coverage?
- What is a “stowers demand” and why do I care?
- Does the vessel owner “pressure” the underwriter to pay limits to avoid excess exposure?
- What is the standard applied in such an appeal?
- What briefs are filed and how does the judge hear the case? Is oral argument always granted? How many judges will sit on and hear the appeal?

FORMAT:

- The Judge presents grounds for appeal and the standard by which the appeal is considered.
- The Defense and Plaintiff Attorneys’ argue the issue on appeal.
- Rebuttal arguments ensue.
- The Judge rules and there is open discussion with Q&A from the panel and registrants.

Moderator:

The Honorable Kurt D. Engelhardt
US Court of Appeals for the Fifth Circuit

Panel Members:

Jefferson Tillery, Esq.
Jones Walker, LLP
New Orleans, LA
Defense Attorney

Kyle Findley, Esq.
Arnold and Itkin
Houston, TX
Plaintiff Attorney

10:30 – 10:45 **BREAK**

10:45 – 12:15 **MARITIME CONTRACT CLAUSES GOVERN THE OUTCOME – KNOW WHAT YOU WANT, NEED AND GET BEFORE SIGNING OFF AND HOW DO THEY AFFECT YOUR INSURANCE NEEDS?**

In A Written Marine Bareboat Charter Agreement, As Owner Of The Vessel, What Are Some Of The Most Important Clauses That I Have To Understand And Why:

- **INDEMNITY:** “Sole negligence,” “Knock for Knock,” etc. What’s the difference? When is it used or not used? What about the **TULLIER** clause? – What is that and is it important?
- **“GROUP” CLAUSE** – You have to be especially careful here! Name them all including **** Here’s why! Should I let the Charterer subcontract the Vessel to a Third Party? Is it a mistake to allow a subcharter by the Bareboat Charterer? If so, can I lose protection from the Agreement if I am not careful?
- **“TOTAL LOSS” INCIDENT:** Be Careful Here!
 - When and how is a Total Loss determined?
 - What determines the value I am paid for my Vessel if it is a total loss?
 - When am I paid?
 - Do I get continuing Charter Hire? If so, for how long?
 - Charterer’s insurance coverage is denied? Where am I now?

RECOVERY OF ATTORNEY FEES AND COSTS THAT I MIGHT INCUR DURING THIS CONTRACT PERIOD!

- Do I need a clause for this?
- What about attorney fees and costs to enforce the indemnity clause? Is this separate?

LITIGATION CLAUSE – WHAT COURT?

- Federal or State?
- What State?
- Wait awhile – Did I agree to an Arbitration rather than Court? Now what? A mistake?

CLAUSE PROHIBITING LIENS ON MY VESSEL!

- This is how you do that!
- Primarily, shipyards and third parties (such as towers of barge) and subcharter to third party subcontractors (if allowed in the Agreement?)

CLAUSE THAT CONTROLS THE “NAME AND WAIVE” OBLIGATION OF THE CHARTERER:

- For insurance and self-insured deductibles –
- Cargo

THEN THERE IS A RIGHT WAY TO:

- Amend or extend the Agreement
- Terminate or end the Agreement

Moderator:
Marc C. Hebert, Esq.

Panel Members:

Chris Ulfers, Esq.
Jones Walker, LLP
New Orleans, LA
Maritime Attorney

Tom Ptacek
Lockton Companies
Houston, TX
Marine Insurance Broker

12:15 – 1:30 LUNCH

1:30 – 2:45 **THE MYRIAD OF CHANGES TAKING PLACE FOR LOUISIANA’S PORTS AND WATERWAYS AND ON THE LOWER MISSISSIPPI RIVER.**

- The State is making significant changes to infrastructure development programs on the LMR, how will those changes affect:
 - Port and waterways development;
 - Multimodal operations; and
 - Collaboration with and among stakeholders?
- The growing complexity of the Marine Transportation System is changing the environment for barge lines and terminal operators. How do these changes affect:
 - Break bulk cargo movements;
 - Use of technology in operations;
 - Barge traffic;
 - Insurance coverages; and
 - Private investment.

Moderator:
Marc C. Hebert, Esq.

Panel Members:

Julia Fisher Cormier
Commissioner, Office of Multimodal
Department of Transportation and Development
and Vice-Chair, Louisiana Ports and Waterways
Investment Commission
State of Louisiana
State Government Official

Mike Ellis
Canvasback Investments, LLC
Marine Industry Investor

Wendell Landry
Cooper Consolidated
Mobile, AL
Company Representative

2:45 – 3:00

BREAK

3:00 – 5:00

HOW DO I RESPOND TO HARASSMENT AND SEXUAL HARASSMENT CLAIMS? WHAT ARE THE NEW LAWS AND COAST GUARD REGULATIONS AND HOW DO THEY IMPACT MY COMPANY?

- What is the U.S. Coast Guard policy and position on harassment and sexual harassment? What about US Department of Labor?
- What is MSIB-23, how is it applied and what is expected by the U.S. Coast Guard with respect to reporting?

- What do I absolutely have to have in my company policy to protect my company, and how is it best implemented and enforced? Does this carry over into my TSMS?
- Now that I am hiring women deckhands and pilots given changes in the workforce, what accommodations must I have, and what am I required by law to provide onboard my vessel?
- What about insurance to cover these types of claims? Are there endorsements on my policies that are needed, or they covered under my P&I policy, and does insurance differ from office onshore to offshore?
- If I'm sued for harassment or sexual harassment, what policies of coverage "kick in" and what reporting obligations do I have to my insurer?
- Last, do I use my regular old maritime lawyer or do I need a labor lawyer?

Moderator:

Marc C. Hebert, Esq.

Panel Members:

TBD

Defense Attorney

Rear Admiral Wayne R. Arguin

Assistant Commandant for Prevention Policy

U.S. Coast Guard Headquarters

Washington, D.C.

U.S. Coast Guard Representative

TBD

Labor Lawyer



**Speaker
Biographies**

7:00 – 8:30 **Breakfast Buffet**

8:30 – 11:45 **LITIGATION OCCURS SO FREQUENTLY DUE TO “HURRICANES,” “HIGH RIVER”, “ACTS OF GOD,” “FORCE MAJEURE,” “SPILLS AND CLEANUPS,” “VESSEL SINKING,” ETC., AND WITH AN INCREASE IN CRIMINAL PROSECUTIONS, IT IS ABSOLUTELY NECESSARY TO KNOW HOW AND WHEN TO ...**

- Respond to a sinking, breakaway, salvage, abandonment, rules of being a Good Samaritan, etc.
- Any of these events come into play and what exposures arise from such events?
- Ensure key company personnel know and understand USCG regulations, Federal, State and local laws, etc. – as well as basic maritime law.
- Absolutely ensure that company personnel are knowledgeable and trained on what evidence to gather and preserve from any event, how to tag/mark evidence, how to safely store evidence – including company records (fleet pictures), emails, photos, etc., and how to p[reserve electronic evidence.
- Protect the chain of custody of company documents and physical objects, such as wires in a breakaway, etc., photos if should be taken, etc. Be sure to identify the custodian of any evidence for later use – have to make sure that this is done!
- Retain immediately the necessary experts, such as: Marine Surveyors; Metallurgical Engineer; Naval Architect/Civil Engineer; and your Attorney!
- Have a plan for investigation and preparation for any hearings, litigation, etc. that might come about in the future should any event occur.
- Respond to USCG casualty investigators and CIS (Coast Guard Investigative Services) in anticipation of a criminal investigation.
- Call your insurance company.

Moderator:

Marc C. Hebert, Esq.

Panel Members:

Kent Morrison, Esq.

Phelps Dunbar
New Orleans, LA
Defense Attorney

Donald Washington, Esq.

Jones Walker LLP, Former US Attorney,
Western District, Lafayette, LA and U.S.
Marshal, Department of Justice, Washington
D.C.
Lafayette, LA
Criminal Defense Attorney

Christian Kelly, Esq.

CEO
Blu Cypress Solutions
Marine Insurance Broker/Underwriter

Damon J. Youmans

Special Agent in Charge
United States Coast Guard
Washington, DC
U.S. Coast Guard Representative

CAPT Greg Callaghan

Sector Commander
United States Coast Guard
New Orleans, LA
U.S. Coast Guard Representative

11:45 – 12:00 **Closing Remarks**

President of GNOBFA

Karl C. Gonzales
Cooper-Marine
LaPlace, LA

Seminar Co-Director

Alan J. Savoie
The Cooper Group of Companies
Hahnville, LA

Seminar Moderator

Marc C. Hebert, Esq.
Jones Walker LLP
New Orleans, LA

Moderator Emeritus

Maurice C. Hebert, Jr., Esq.
Maurice C. Hebert, Jr., LLC
River Ridge, LA

SEMINAR REGISTRATION FORM

River and Marine Industry Seminar April 9, 10, & 11, 2025 InterContinental New Orleans

COMPANY:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

Seminar Fees

If paid by CHECK on or before March 9, 2025 - \$895.00 - If paid after March 9, 2025 - \$950.00
If paid by CREDIT CARD on or before March 9, 2025 - \$925.00 - If paid after March 9, 2025 - \$995.00

**You can also register online at www.GNOBFA.com
Credit card payments are only accepted online**

Enclosed is my check for \$ _____ made payable to GNOBFA.
Tax I.D. No. 72-1085110 – W9 printable on Seminar page of www.GNOBFA.com

Seminar Registration Price includes the following: a reception for seminar attendees only, which will be held Wednesday after the last afternoon session; admission to all meetings; a copy of seminar materials; coffee and pastries each morning; two buffet luncheons; and a buffet breakfast on Friday morning.

PLEASE RETURN THIS REGISTRATION FORM WITH REMITTANCE TO:

<p><i>Regular Delivery:</i> GNOBFA River and Marine Industry Seminar P.O. Box 232 Hahnville, Louisiana 70057-0232</p>	<p><i>For FedEx, UPS, etc. Deliveries:</i> GNOBFA c/o Robin Rogers 280 Plantation Road Hahnville, Louisiana 70057 504-415-9024</p>
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*A registration confirmation email will be sent within one week of receiving your payment.
If confirmation is not received within this time frame, please contact GNOBFA@GMAIL.com.*

PLEASE PRINT REGISTRANT NAMES

All registrants will receive the program materials via digital download at the seminar. To ensure that we provide the correct number of printed booklets, anyone wishing to obtain their program materials in booklet form **MUST** indicate this in the column below.

NAME	EMAIL	Materials Book Y / N

VISIT WWW.GNOBFA.COM FOR SEMINAR INFORMATION AND UPDATES.

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*See you next year in New Orleans
for the*

42nd ANNUAL

G.N.O.B.F.A.

RIVER AND MARINE

INDUSTRY SEMINAR

G.N.O.B.F.A.

P.O. Box 232

Hahnville, LA 70057

INFORMATION

Seminar: April 9, 10, & 11, 2025
Reception: April 9, 2025, | 5:00 pm – 6:30 pm
(for seminar attendees only)

InterContinental New Orleans
444 St. Charles Avenue, NOLA 70130

Admission to the seminar is limited. Please register early.

Registration Fees

If paid by **CHECK** on or before March 9, 2025: \$895.00 | If paid after March 9, 2025: \$950.00
If paid by **CREDIT CARD** on or before March 9, 2025: \$925.00 | If paid after March 9, 2025: \$995.00

Current industry trends emphasize environmental sustainability, and GNOBFA aligns with our customer's preferences. Therefore, GNOBFA will offer both a printed booklet and a digital download. **You must indicate your preference on the registration form to receive the printed booklet.** This will help us ensure the correct number of printed booklets is available. Our goal is to provide you with the most cost-effective seminar while maintaining the high standards you have come to expect.

There will be no exceptions to these registration fees. Credit card payments are for online registrations only! We will accept credit card payments through "PayPal." See the website for details. Online registration opens on February 7, 2025, at www.GNOBFA.com.

Confirmation: A seminar confirmation will be sent via e-mail within one week of receipt of payment. **Please provide the e-mail address of each registrant.** If a confirmation email is not received within the specified time frame, please contact GNOBFA@GMAIL.com to confirm and guarantee your registration.

The Seminar Registration Fee is a comprehensive package that includes admission to the Wednesday evening cocktail reception, all meetings, a digital copy of course materials, two luncheons, coffee and pastries each morning, and a full buffet breakfast on Friday morning. We aim to provide you with a complete and fulfilling seminar experience.

Cancellations: Refund of payment less the **\$300.00** cancellation fee. To avoid the fee, you have the option to transfer your payment to another company associate, or you can apply your payment to your or another company associate's registration fee to attend in 2026, but not beyond. No-shows do not qualify as a transfer request. **Cancellations MUST be in writing before the seminar. There will be no exceptions to the cancellation policy.**

Accommodations: The seminar price does not include hotel accommodations. Rooms have been reserved for **\$236.00**, single/double occupancy. The deadline to reserve a hotel room is March 11, 2025, at 5 p.m. The reserved block of rooms is reserved on a first come basis. For the special rate, reservations for the InterContinental New Orleans can be made at <https://book.passkey.com/e/50902621> or by calling 1-800-235-4670. **If making hotel reservations by phone, refer to the code "GLF."** PLEASE REFERENCE THE GREATER NEW ORLEANS BARGE FLEETING ASSOCIATION RIVER AND MARINE SEMINAR.

Continuing Education Credit: This seminar may satisfy your state's legal or insurance continuing education requirements. GNOBFA complies with attendance verification requirements for continuing education programs. Historically, 16.00 hrs. avg approval. *Complete credit listings and contact information can be viewed at www.gnobfa.com*

For further information, please get in touch with any of the following Seminar Committee Members:

Seminar Co-Directors:

Alan Savoie – Phone: (504) 415-4191 – E-Mail: alan.savoie@thecoopergroup.com

Tommy Grantham – Phone: (225) 338-5903 – E-Mail: thomas.grantham@ingrambarge.com

Registration:

Fred RenouDET – Phone: (504) 913-1791 – E-Mail: fred@gnobfa.com

Robin Rogers – Phone: (985) 248-0833 – E-Mail: robin.rogers@cooperconsolidated.com

VISIT OUR WEBSITE AT WWW.GNOBFA.COM FOR SEMINAR UPDATES



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