

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
TEXAS, GALVESTON DIVISION

Rodi Marine, LLC, et al. v. Lighthouse Marine, LLC, et al.

Rodi Marine · No. 3:22-cv-00403 · Decided March 27, 2026

SUMMARY

The United States District Court for the Southern District of Texas issued findings of fact and conclusions of law after a bench trial concerning the destruction of two vessels by an arson fire at Lighthouse Marine’s shipyard. The court found Lighthouse liable for breach of the implied warranty of workmanlike performance and for bailment-related negligence, concluding that Lighthouse failed to implement reasonable security, fire-prevention, and fire-response measures. The court determined that the Monica had a pre-fire fair market value of \$4 million and addressed the parties’ entitlement to damages.

CASE DETAILS

COURT	United States District Court for the Southern District of Texas, Galveston Division
WRITING FOR THE COURT	Andrew M. Edison
JURISDICTION	United States District Court for the Southern District of Texas, Galveston Division
DECIDED	March 27, 2026
DOCKET	3:22-cv-00403
DISPOSITION	other
PROCEDURAL POSTURE	Following a three-day bench trial, the district court issued findings of fact and conclusions of law under Federal Rule of Civil Procedure 52(a)(1). Lighthouse's Rule 52(c) motion for judgment on partial findings was denied, and judgment was entered for Plaintiffs on their implied-warranty and bailment claims.
STANDARD OF REVIEW	At a bench trial, the court weighs witness credibility and makes factual findings under Federal Rule of Civil Procedure 52(a)(1). Judgment on partial findings under Rule 52(c) is appropriate only when a party has been fully heard on an issue and the court finds against that party on that issue.
PRECEDENTIAL VALUE	unpublished district court opinion; persuasive only

PARTIES

Rodi Marine, LLC, Boat Services of Galveston, Inc., Jubilee Sailing, LLC v. Lighthouse Marine, LLC

TOPICS

admiralty

breach of contract

negligence

damages

consequential damages

PRACTICE AREAS

admiralty and maritime law

maritime contracts

bailment

commercial litigation

property damages

QUESTIONS PRESENTED

1. Whether Lighthouse breached the implied warranty of workmanlike performance by failing to provide a reasonably safe and secure storage area for the vessels.
2. Whether a limited bailment existed despite Plaintiffs' representatives and third-party contractors having access to the vessels during daylight hours.
3. Whether Lighthouse breached its duty of ordinary care as bailee by failing to take reasonable security and fire-prevention measures.
4. What measure of damages applied to the total destruction of the vessels, including whether Plaintiffs could recover loss-of-use damages.
5. Whether Texas Chapter 33 proportionate-responsibility principles applied to the claims based on the conduct of the unknown arsonists.

HOLDINGS

1. Lighthouse breached the implied warranty of workmanlike performance because its contractual undertaking to provide storage space for the vessels included an obligation to provide a reasonably safe area, and Lighthouse failed to implement meaningful security measures, fire-prevention policies, or fire-response plans.
2. A limited bailment relationship existed between Lighthouse and Plaintiffs even though Plaintiffs' representatives and third-party contractors had access to and worked on the vessels during daylight hours.
3. Lighthouse breached its duty of ordinary care as bailee and was negligent because the foreseeable fire risk required reasonable protective measures, which Lighthouse failed to take.
4. Because both vessels were total losses, Plaintiffs were entitled to recover their fair market values at the time of destruction: \$4 million for the Monica and \$200,000 for the Nino, plus interest.
5. The court denied loss-of-use damages because maritime law does not permit such damages for a total loss, and the claimed damages were independently too remote, speculative, and insufficiently mitigated.

KEY QUOTATIONS

“The “essence” of that agreement is clear: Lighthouse agreed not only to provide space for the vessels, but to also provide a safe area for the vessels.” (Conclusions of Law, A.1)

“I find that Lighthouse breached the standard of reasonable care by failing to implement any meaningful security measures, fire prevention policies, or fire response plans.” (Conclusions of Law, A.1)

“Based on the facts presented in this case, I find that a limited bailment relationship existed between Lighthouse and Plaintiffs.” (Conclusions of Law, A.2)

“Because the Monica and the Nino were total losses, Plaintiffs are entitled to the fair market value of their respective vessels.” (Conclusions of Law, B)

FACTUAL BACKGROUND

Lighthouse operated a shipyard where the M/V MS Monica and S/V Nino were stored on land for repair and refurbishment. The vessels were positioned approximately 35 feet apart in a largely unfenced yard without a night watchman, facility security officer, written fire-response plan, or meaningful access-control measures. On October 22, 2022, unidentified trespassers entered the yard and set fire to the Nino; prevailing winds spread the fire to the Monica, and both vessels were destroyed. Lighthouse had rejected Jubilee's request to place an overnight security person on the Nino and exercised control over the vessels after the shipyard closed.

PROCEDURAL HISTORY

Rodi Marine and Boat Services of Galveston sued Lighthouse Marine and Peninsula Marine after a shipyard fire destroyed two vessels. Jubilee Sailing intervened against Lighthouse. The Rodi Plaintiffs dismissed Peninsula before trial. After hearing testimony from seven witnesses and admitting 189 exhibits, the court found Lighthouse liable under the implied warranty of workmanlike performance and bailment theories and awarded damages of \$4 million to the Rodi Plaintiffs and \$200,000 to Jubilee, plus interest.

DISPOSITION

other

CASES CITED

- Garr v. Western Sizzler, No. 00-31240, 2001 WL 1131869, at *1 (5th Cir. Sept. 18, 2001)
- Butterfly Transp. Corp. v. Bertucci Indus. Servs., LLC, 351 F. App'x 855, 858 (5th Cir. 2009)
- Parfait v. Jahncke Servs., Inc., 484 F.2d 296, 301 (5th Cir. 1973)
- N. Ins. Co. of N.Y. v. Point Judith Marina, LLC, 579 F.3d 61, 68 (1st Cir. 2009)
- Nat'l Liab. & Fire Ins. Co. v. R & R Marine, Inc., 756 F.3d 825, 830-31 (5th Cir. 2014)
- Cessna Aircraft Co. v. Aircraft Network, L.L.C., 213 S.W.3d 455, 463 (Tex. App.—Dallas 2006, pet. denied)
- T.N.T. Marine Serv., Inc. v. Weaver Shipyards & Dry Docks, Inc., 702 F.2d 585, 588 (5th Cir. 1983)
- Thyssen Steel v. M/V Kavo Yerakas, 50 F.3d 1349 (5th Cir. 1995)
- Sneed Shipbuilding, Inc. v. M/V Rachel D. Charpentier, No. 1:06-cv-246, 2008 WL 11449210, at *11 (E.D. Tex. Nov. 17, 2008)

- Buntin v. Fletchas, 257 F.2d 512, 513 (5th Cir. 1958)
- Stegemann v. Miami Beach Boat Slips, 213 F.2d 561, 564-65 (5th Cir. 1954)
- Sisung v. Tiger Pass Shipyard Co., 303 F.2d 318, 322-23 (5th Cir. 1962)
- Isbell Enters., Inc. v. Citizens Cas. Co., 431 F.2d 409, 416 (5th Cir. 1970)
- Frichelle Ltd. v. Master Marine, Inc., 99 F. Supp. 2d 1337, 1345 (S.D. Ala. 2000)
- Snyder v. Four Winds Sailboat Ctr., Ltd., 701 F.2d 251, 253 (2d Cir. 1983)
- Fireman's Fund Am. Ins. Co. v. Captain Fowler's Marina, Inc., 343 F. Supp. 347, 349 (D. Mass. 1971)
- Rodi Marine, LLC v. Lighthouse Marine, LLC, 729 F. Supp. 3d 696, 701 (S.D. Tex. 2024)
- JCW Elecs., Inc. v. Garza, 257 S.W.3d 701, 702 (Tex. 2008)
- Nunez v. City of Corpus Christi, No. 2:12-cv-00092, 2013 WL 164045, at *1 (S.D. Tex. Jan. 14, 2013)
- Ryan Walsh Stevedoring Co. v. James Marine Servs., Inc., 792 F.2d 489, 491 (5th Cir. 1986)
- Standard Oil Co. of N.J. v. S. Pac. Co., 268 U.S. 146, 155-56 (1925)
- J & D Towing, LLC v. Am. Alt. Ins. Corp., 478 S.W.3d 649, 677 (Tex. 2016)
- Delta Steamship Lines, Inc. v. Avondale Shipyards, Inc., 747 F.2d 995, 1011 (5th Cir. 1984)

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