

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

February 23, 2024

Lyle W. Cayce
Clerk

No. 23-30286

CONRAD SHIPYARD, L.L.C.,

Plaintiff—Appellee,

versus

FRANCO MARINE 1, L.L.C.; FRANCO MARINE 2, L.L.C.,

Defendants—Appellees,

versus

HARLEY MARINE SERVICES, INCORPORATED,

Defendant—Third Party Defendant—Appellant,

versus

HARLEY FRANCO,

Third Party Plaintiff—Appellee.

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 2:19-CV-10864

No. 23-30286

Before HIGGINBOTHAM, SMITH, and HIGGINSON, *Circuit Judges*.

PER CURIAM:*

Appellant Harley Marine Services, Inc. appeals the district court's order denying its renewed motion for judgment as a matter of law, finding that sufficient evidence supported the jury's verdict against HMS and that HMS must indemnify Appellee Franco Marine 1 for its \$2 million down payment and indemnify Appellee Harley Franco for his legal fees.

We have reviewed the briefs, the applicable law, and pertinent parts of the record, and heard oral argument. The judgment is AFFIRMED, essentially for the reasons stated in the district court's February 2, 2023 "Findings of Fact and Conclusions of Law" and its April 24, 2023 "Order and Reasons" denying HMS's requested relief.

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.