

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PENNANTIA, LLC,

Plaintiff,

-v-

ROSE CAY MARITIME, LLC, and
DOVE CAY, LLC,

Defendants.

25-cv-5904 (SHS)

ORDER

SIDNEY H. STEIN, U.S. District Judge.

Defendant Dove Cay, LLC's memorandum in opposition to plaintiff Pennantia, LLC's motion for a preliminary injunction includes the following citations:

"See, e.g., Crescent Towing & Salvage Co. v. M/V ANAX, 40 F.3d 741, 744 (5th Cir. 1994) ('[T]he maritime lien includes the principal debt, interest and reasonable attorney's fees, where provided for in the contract.'); *General Elec. Credit Corp. v. Drill Ship Mission Exploration, 668 F.2d 811, 815 (5th Cir. 1982) ('The term "necessaries" includes the contract price, including interest if agreed or customary.')*"

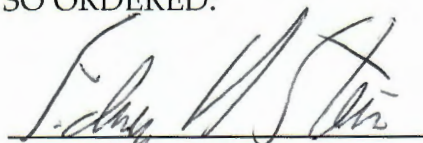
(ECF No. 32 at 15 (emphasis in original).)

The Court has read *Crescent Towing & Salvage Co. v. M/V ANAX, 40 F.3d 741 (5th Cir. 1994)*, and *General Electric Credit Corp. v. Drill Ship Mission Exploration, 668 F.2d 811 (5th Cir. 1982)*. Neither case contains the language quoted in Dove Cay's brief, nor has the Court been able to locate the quoted language in any other federal or state court decision. Further, those cases do not support the propositions for which Dove Cay cites them.

Dove Cay is directed to file a letter explaining how these apparently nonexistent quotations ended up in its memorandum on or before August 29, 2025.

Dated: New York, New York
August 26, 2025

SO ORDERED:



Sidney H. Stein, U.S.D.J.