IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

PLATYPUS MARINE, INC., a Washington corporation, Plaintiff, vs. GLACIER GUIDES, INC., an Alaska corporation, *in personam*, ALASKA LEGACY, LLC, *in personam*, M/Y ALASKAN GRANDEUR, O.N. 1121333, her engines, tackles, hull, machinery, and gear, *in rem*, Defendant.	Case No. 1:22-cv-00006-JMK **ORDER GRANTING MOTION TO COMPEL DEPOSIT OF COUNTERSECURITY**

At Docket 83, Defendants Glacier Guides, Inc., Alaska Legacy, LLC, and M/Y ALASKAN GRANDEUR, O.N. 1121333 (collectively, "Glacier Guides" or "Defendants") move for an order compelling Plaintiff Platypus Marine, Inc. ("Platypus Marine") to deposit a countersecurity in the amount of $224,810.00. Platypus Marine responded in opposition at Docket 91.

For the following reasons, Defendants' *Motion to Compel Deposit of Countersecurity* is **GRANTED**.

I. BACKGROUND

Platypus Marine brings this action against Defendants Glacier Guides, Inc. and Alaska Legacy, LLC *in personam* and defendant M/Y ALASKAN GRANDEUR, O.N. 1121333 *in rem*.[1] Platypus Marine alleges that Alaska Legacy, the owner of the M/Y ALASKAN GRANDEUR contracted with Platypus Marine to haul out and repair the vessel its Port Angeles, Washington, shipyard.[2] Platypus Marine duly hauled out the M/Y ALASKAN GRANDEUR and repaired the vessel as agreed.[3] Platypus Marine relaunched the vessel on March 31, 2022 and issued an invoice for the cost of repairs.[4] Glacier Guides, the operator of the M/Y ALASKAN GRANDEUR, requested to pay the invoice in two checks.[5] However, Glacier Guides later stopped payment on a check for $168,011.18 of the total repairs.[6] Platypus Marine then commenced this action with a verified complaint, asserting causes of action for a maritime lien against the vessel, enforcement of the dishonored check, breach of contract, and arrest of the vessel.[7]

Early in these proceedings, the parties entered into a stipulation for the substitution of security for the M/Y ALASKAN GRANDEUR.[8] In a June 14, 2022 order, the Court approved the parties' stipulation, directed Alaska Legacy, LLC to deposit $178,091.85 as security, and ordered that the defendant vessel was to be released upon

---

[1] Docket 18.
[2] Docket 18 at 2.
[3] Docket 18 at 2.
[4] Docket 18 at 2.
[5] Docket 18 at 3.
[6] Docket 18 at 3.
[7] Docket 1; Docket 18 at 3–5.
[8] Docket 10.

deposit of the agreed security.[9] Defendants deposited the agreed security shortly thereafter.[10] At Docket 43, Defendants moved that the Court order Platypus Marine to deposit a countersecurity.

At Docket 51, this Court granted the motion at Docket 43 and ordered Platypus Marine to deposit a countersecurity in the amount of $224,810.00 with the clerk of court in the form of a cash undertaking or a bond supported by corporate sureties.[11] Defendants now move to enforce the Court's order requiring a countersecurity, noting that they did not do so earlier because the parties were engaged in active settlement efforts.[12]

II. DISCUSSION

Defendants move for an order compelling Platypus Marine to deposit a countersecurity within seven days.[13] Platypus Marine responds that it "has decided to not post counter security and proceed solely *in personam* against Glacier Guides, Inc. and Alaska Legacy, LLC."[14] It indicates that it proposed a stipulation to release Defendants' security but that Defendants did not agree.

In their Reply, Defendants indicate that their preference is that the Court enforce its order at Docket 51 and compel the deposit of a countersecurity.[15] However, in

[9] Docket 13.
[10] Docket 15; Docket 22.
[11] Docket 51 at 4.
[12] Docket 83.
[13] Docket 83.
[14] Docket 91 at 1.
[15] Docket 92 at 3.

the alternative, they request that, if the Court releases their security, it also dismiss Plaintiff's *in rem* claims with prejudice.[16]

In admiralty or maritime proceedings *in rem*, Federal Rule of Civil Procedure Supplemental Rule E(2)(b) provides that "the court may, on the filing of the complaint or on the appearance of any defendant, claimant, or any other party, or at any later time, require the plaintiff, defendant, claimant, or other party to give security, or additional security, in such sum as the court shall direct to pay all costs and expenses that shall be awarded against the party by any interlocutory order or by the final judgment, or on appeal by any appellate court." Supplemental Rule E(7)(a) further provides that "[w]hen a person who has given security for damages in the original action asserts a counterclaim that arises from the transaction or occurrence that is the subject of the original action, a plaintiff for whose benefit the security has been given must give security for damages demanded in the counterclaim unless the court, for cause shown, directs otherwise." Supplemental Rule E(7)(a) mandates deposit of a countersecurity when, as here, a party who has given security for damages, asserts a counterclaim, unless there is cause not to do so.

Platypus Marine indicates it wishes to proceed solely on its *in personam* claims against Glacier Guides, Inc. and Alaska Legacy, LLC, vitiating the need for a security.[17] However, it has not voluntarily dismissed its *in rem* claims or otherwise

[16] Docket 92 at 2.

[17] Docket 83 at 1; *see also* Fed. R. Civ. P. Supp. Adm. & Mar. Cl. R. E(1) (specifying that Rule E applies to actions *in rem*).

relinquished them. Therefore, these claims remain live. Furthermore, Platypus Marine has not made a showing of cause that warrants relief from Supplemental Rule E(7)(a).

Accordingly, Platypus Marine is ordered to deposit a countersecurity in the amount of $224,810.00 with the clerk of court in the form of a cash undertaking or a bond supported by corporate sureties as required by the Court's order at Docket 51 within 14 days of this order.

IV. CONCLUSION

For the foregoing reasons, the *Motion to Compel Deposit of Countersecurity* is **GRANTED**.

IT IS SO ORDERED this 3rd day of July, 2024, at Anchorage, Alaska.

/s/ Joshua M. Kindred
JOSHUA M. KINDRED
United States District Judge