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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 DARYEL BUESKING,

12 Plaintiff,

13 v.

14 PRINCESS CRUISE LINES, LTD.,
15 et al.,

16 Defendants.
17

Case No. 2:24-cv-04935-MRA-PD

**REPORT AND
RECOMMENDATION OF
UNITED STATES
MAGISTRATE JUDGE**

18 This Report and Recommendation is submitted to the Honorable Monica
19 Ramirez Almadani, United States District Judge, pursuant to 28 U.S.C. § 636
20 and General Order 05-07 of the United States District Court for the Central
21 District of California.

22 Before the Court is Defendant/Garnishee Princess Cruise Line, Ltd.’s
23 (“Princess”) motion to quash Plaintiff’s summonses and process of maritime
24 attachment and garnishment issued for Defendants Aloschi Bros. SRL.
25 (“Aloschi”) and SNAV S.P.A. (“SNAV”) (the “Motion”). Dkt. Nos. 83, 83-1.
26 Plaintiff/Garnisher Daryel Buesking (“Plaintiff”) filed an opposition to the
27 motion to quash (the “Opposition”), and Princess filed a reply (the “Reply”).
28 Dkt. Nos. 87, 90. On May 29, 2025, the Court held a hearing on the Motion.

1 Dkt. No. 123 (transcript available at Dkt. No. 138). Princess also lodged with
2 the Court two documents for an in camera inspection which together form the
3 contract between Princess and Aloschi. Dkt. No. 118. As discussed during
4 the hearing, the parties were allowed to submit supplemental memoranda by
5 June 2, 2025. Dkt. No. 123. On June 2, 2025, Princess filed a Notice of
6 Supplemental Authorities. Dkt. No. 121. On August 6, 2025, Plaintiff filed a
7 Notice of Supplemental Authority containing an order from the Southern
8 District of Florida entered on August 5, 2025; the Court declines to consider
9 this as untimely. For the following reasons, the Court recommends that
10 Princess's Motion be granted.

11 **I. Pertinent Background**

12 On June 12, 2024, Plaintiff filed a maritime action against Defendants
13 Princess, Aloschi, SNAV, and XYZ Corporation(s) for damages in excess of
14 \$1,000,000.00. Dkt. No. 1. Pursuant to Rule B of the Supplemental Rules for
15 Admiralty or Maritime Claims of the Federal Rules of Civil Procedure
16 (hereinafter, "Supplemental Rule B"), Plaintiff prayed for attachment and
17 garnishment of property belonging to Aloschi and SNAV in the possession of
18 Princess, Royal Caribbean Cruise Lines, Ltd., Celebrity Cruises Inc., Magical
19 Cruise Company, Ltd., and MSC Cruises S.A. (collectively, "Garnishees"). *Id.*
20 ¶¶ 48–59. Plaintiff alleges that in August 2023, he was a passenger on a
21 Princess cruise ship and suffered neck and spinal injuries while he was on an
22 off-ship tour excursion to the Island of Capri. *Id.* ¶¶ 14–24. Aloschi was the
23 tour provider of the ferry, owned and operated by SNAV, upon which Plaintiff
24 became injured. *Id.* ¶¶ 18–19.

25 On August 19, 2024, Plaintiff filed a First Amended Complaint ("FAC"),
26 which revised the original Complaint to include an affidavit of Plaintiff's
27 Counsel in support of Plaintiff's prayer for Rule B attachment and
28 garnishment (the "Attorney Verification"). Dkt. Nos. 14, 14-1. On that same

1 date, Plaintiff filed his initial Motion for Issuance of Summons and Process of
2 Maritime Attachment and Garnishment, seeking an order directing issuance
3 of summonses and process on Garnishees. Dkt. No. 15.

4 On September 9, 2024, the District Court denied Plaintiff's Motion,
5 identifying deficiencies in the Attorney Verification and finding that "the
6 conditions supporting Rule B attachment do not appear to exist." Dkt. No. 17
7 at 4–5. Plaintiff thereafter filed a Revised Attorney Verification and a
8 Revised Motion for Issuance of Summons and Process of Maritime
9 Attachment and Garnishment (the "Revised Motion"). Dkt. Nos. 18, 19. The
10 District Court denied the Revised Motion, determining that Plaintiff "ha[d]
11 cured some, but not all, of the deficiencies in its prior Order." Dkt. No. 21 at
12 2.

13 On September 23, 2024, Plaintiff filed a Second Revised Attorney
14 Verification and a Second Revised Motion for Issuance of Summons and
15 Process of Maritime Attachment and Garnishment. Dkt. Nos. 22, 23.

16 On October 2, 2024, the District Court issued an Order granting
17 Plaintiff's Second Revised Motion for Order Directing the Issuance of
18 Summons and Process of Maritime Attachment and Garnishment, pursuant
19 to Federal Rule of Civil Procedure, Supplemental Admiralty Rule B (the "Rule
20 B summons"), the effect of which to attach property belonging to Defendants
21 Aloschi and SNAV within the control or possession of Garnishee, Princess.
22 Dkt. No. 24. Aloschi and SNAV are based in Italy and are not subject to this
23 Court's personal jurisdiction. Dkt. No. 22-1.

24 On October 3, 2024, a Summons and Process of Maritime Attachment
25 and Garnishment was issued to Princess regarding Aloschi. Dkt. No. 25. The
26 Court's summons explicitly stated that it had the power to attach and garnish
27 the following "property, goods, chattels, credits and/or effects" in the hands of
28 Princess, belonging to Aloschi:

1 **past, present and future** earnings from their Tour
2 Agreement(s) and/or any other agreements between Defendant
3 and Garnishees, PRINCESS CRUISE LINES, LTD. . . . This
4 includes, but is not limited to, all moneys owing under the
5 aforementioned agreements from the Garnishees (directly or
indirectly from any of the Garnishees' entities, affiliates and/or
agents) to ALOSCHI BROS. SRL., and/or any person and/or
entity acting as agent and/or collecting moneys for ALOSCHI
BROS. SRL.

6 *Id.*, Court issued Rule B summons for Princess-Aloschi (emphasis added).

7 On October 3, 2024, a Summons and Process of Maritime Attachment
8 and Garnishment was issued to Princess regarding SNAV. Dkt. No. 26. The
9 Court's summons explicitly stated that it had the power to attach and garnish
10 the following "property, goods, chattels, credits and/or effects" in the hands of
11 Princess, belonging to SNAV:

12 **past, present and future** earnings from their Tour Agreement(s)
13 and/or any other agreements between Defendant and Garnishees,
14 PRINCESS CRUISE LINES, LTD. . . . This includes, but is not limited
15 to, all moneys owing under the aforementioned agreements from the
16 Garnishees (directly or indirectly from any of the Garnishees' entities,
affiliates and/or agents) to SNAV, and/or any person and/or entity
acting as agent and/or collecting moneys for SNAV.

17 *Id.*, Court issued Rule B summons for Princess-SNAV (emphasis added).

18 On November 25, 2024, Princess accepted service of the Rule B
19 summonses issued for Defendants Aloschi and SNAV. Dkt. No. 73 at 2. On
20 November 26, 2024, Princess waived service of process of a maritime
21 attachment and garnishment issued for Defendants Aloschi and SNAV and
22 executed a waiver which was subsequently filed with the Court. Dkt. Nos.
23 73, 73-1, 73-2.

24 **II. Legal Standards**

25 The Federal Rules of Civil Procedure, Supplemental Admiralty Rule B,
26 provides in pertinent part:

27 In an in personam action:
28

1 If a defendant is not found within the district . . . , a verified
2 complaint may contain a prayer for process to attach the
3 defendant's tangible or intangible personal property--up to the
amount sued for--in the hands of garnishees named in the
process.

4 Supplemental Rule B(1)(a).

5 Under Supplemental Rule B, in personam jurisdiction over the
6 defendant is obtained by compelling its appearance through attachment of its
7 goods and chattels, or credits and effects. *Polar Shipping Ltd. v. Oriental*
8 *Shipping Corp.*, 680 F.2d 627, 629–30 (9th Cir. 1982); *see also Ultra Deep*
9 *Picasso Ltd. v. Dynamic Industries Saudi Arabia Ltd.*, 2023 WL 4275503, at
10 *3 (S.D. Tex. May 18, 2023).

11 Supplemental Rule B provides for a special process of attachment, only
12 in admiralty cases, wherein a plaintiff can obtain quasi in rem personal
13 jurisdiction over a defendant that “is not found within the district” but whose
14 property is within the district. “Under Rule B of the Supplemental Admiralty
15 Rules, [a] plaintiff may attach a defendant’s property if four conditions are
16 met: (1) Plaintiff has a valid prima facie admiralty claim against the
17 defendant; (2) defendant cannot be found within the district; (3) property of
18 the defendant can be found within the district; and (4) there is no statutory or
19 maritime law bar to the attachment.” *Sikousis Legacy, Inc. v. B-Gas Ltd.*, 97
20 F.4th 622, 628–29 (9th Cir. 2024), *cert. denied*, 145 S. Ct. 593 (U.S. Nov. 25,
21 2024) (internal quotations and citations omitted); *Equatorial Marine Fuel*
22 *Mgmt. Servs. PTE v. MISC Berhad*, 591 F.3d 1208, 1210 (9th Cir. 2010).
23 Through attachment of a defendant’s property in the district, a court gains
24 jurisdiction over the defendant’s person, and the plaintiff can gain a judgment
25 against the defendant up to the value of the property attached. *See Limonium*
26 *Mar., S.A. v. Mizushima Marinera, S.A.*, 961 F. Supp. 600, 605 (S.D.N.Y.
27 1997).
28

1 Thus, a Supplemental Rule B attachment has a dual purpose: obtaining
2 personal jurisdiction over an absent defendant and securing collateral for a
3 potential judgment in plaintiff's favor. *See Aqua Stoli Shipping Ltd. v.*
4 *Gardner Smith Pty Ltd.*, 460 F.3d 434, 437 (2d Cir. 2006), *overruled on other*
5 *grounds by Shipping Corp. of India Ltd. v. Jaldhi Overseas Pte Ltd.*, 585 F.3d
6 58, 61 (2d Cir. 2009); *see also STX Panocean (UK) Co. v. Glory Wealth*
7 *Shipping Pte Ltd.*, 560 F.3d 127, 130 (2d Cir. 2009) ("Maritime parties are
8 itinerant, their assets transitory. Thus, the traditional policy underlying
9 maritime attachment has been to permit the attachment of assets wherever
10 they can be found, thereby obviating the need for a plaintiff to 'scour the
11 globe' to find a proper forum for suit, or property of the defendant sufficient to
12 satisfy a judgment.").

13 Supplemental Rule E(4)(f) provides: "Whenever property is arrested or
14 attached, any person claiming an interest in it shall be entitled to a prompt
15 hearing at which the plaintiff shall be required to show why the arrest or
16 attachment should not be vacated or other relief granted consistent with these
17 rules." Fed. R. Civ. P., Supp. R. E(4)(f). "When a defendant challenges the
18 validity of a Rule B attachment, the burden is on the plaintiff to prove there
19 was reasonable grounds for issuing the writ. The court's inquiry must focus
20 on the facts known at the time of the attachment." *Dannebrog Rederi AS v.*
21 *M/Y True Dream*, 146 F. Supp. 2d 1307, 1311 (S.D. Fla. 2001) (internal
22 citation omitted). A plaintiff has the burden of justifying continued
23 attachment under Rule E(4)(f). *Equatorial Marine*, 591 F.3d at 1210. The
24 plaintiff does not need to prove its case at a Rule E(4)(f) hearing; however, the
25 plaintiff does need to show "probable cause" for the issuance of the writ by
26 establishing that the plaintiff is "reasonably likely to prevail" on the merits of
27 the contested issue. *See, e.g., OS Shipping Co. Ltd. v. Glob. Mar. Tr.(s)*
28 *Private Ltd.*, 2011 WL 1750449, at *5 (D. Or. May 6, 2011).

1 **III. The Parties' Contentions**

2 Princess moves to quash Plaintiff's summonses and process of maritime
3 attachment and garnishment pursuant to Supplemental Rules B and E(4)(f)
4 on the grounds that on the date Princess waived service of process, November
5 26, 2024, Princess owed no money to Aloschi or SNAV. Dkt. No. 83-1 at 2.
6 Princess alleges that sometime between November 26, 2024, and December
7 17, 2024, it owed Aloschi 86,087.48 Euros (+/- USD \$94,696.22) [*Id.* at 2, fn.
8 2]; however, Princess asserts that after-acquired funds are not subject to
9 garnishment. *Id.* Princess further asserts that even if after-acquired
10 property could be garnished, the summonses and process of maritime
11 attachment and garnishment should be quashed because the after-acquired
12 funds owed to Aloschi are held in London, England and, therefore, are not in
13 this District and cannot be attached. *Id.* at 3.

14 Plaintiff opposes the Motion and asserts that all prerequisites to secure
15 a writ of attachment under Supplemental Rule B as to property belonging to
16 Defendant Aloschi currently within the control of Garnishee Princess have
17 been met. Dkt. No. 87.¹ Plaintiff asserts that Princess is currently in
18 possession and control of property belonging to Aloschi; Princess is within this
19 District and controls the money at issue and, therefore, has constructive
20 possession of funds within this District. Plaintiff further argues that the
21 Court's Rule B summons expressly contemplated this "exact scenario" and
22 maritime case law supports the attachment. *Id.* at 8–15. Plaintiff does not
23 appear to oppose Princess's motion to quash the summons issued to SNAV.

24 In reply, Princess argues that Ninth Circuit precedent precludes
25 garnishing funds outside of this District and after-acquired funds held by
26 Princess are not subject to garnishment. Dkt. No. 90.

27
28 ¹ Plaintiff/Garnisher also filed Interrogatories and a Request for Production of Documents on Princess/Garnishee. See Dkt. No. 87-1.

1 **IV. Discussion**

2 **A. Plaintiff Has Not Established the Third Condition Under**
3 **Supplemental Rule B to Secure a Writ of Attachment as to**
4 **Property Belonging to Aloschi Within the Control of**
5 **Garnishee/Princess**

6 As noted above, to secure a writ of attachment, Plaintiff must
7 demonstrate the following: (1) Plaintiff has a valid prima facie admiralty
8 claim against the defendant; (2) defendant cannot be found within the district;
9 (3) property of the defendant can be found within the district; and (4) there is
10 no statutory or maritime law bar to the attachment. *Sikousis Legacy, Inc.* 97
11 F.4th at 628–29.

12 Plaintiff asserts that three of the four conditions under Supplemental
13 Rule B to secure an attachment have been met. Plaintiff asserts that he has a
14 prima facie admiralty claim; Aloschi cannot be found in this District [*See* Dkt.
15 No. 22-1]; and there is no statutory or general maritime law proscription to
16 the instant attachment as Plaintiff brought his in personam and
17 Supplemental Rule B claim against Aloschi within the three-year limit to do
18 so. Dkt. No. 87 at 6–7. Princess has not challenged Plaintiff's assertions
19 regarding conditions one, two, and four. Accordingly, Plaintiff has established
20 three of the four conditions necessary to secure an attachment.

21 The issue here is the third condition—property of the defendant that
22 can be found in this District. Princess argues that the Court's summons can
23 only attach to money Princess owed Aloschi if Princess owed the money at the
24 specific time it was served with the Supplemental Rule B summons. Princess
25 further argues that an attachment cannot reach after-acquired property and
26 cannot reach property located outside of this District.
27
28

1 **1. Princess Did Not Owe Money to Either Aloschi or**
2 **SNAV on the Date of Service of the Summons**

3 According to Princess, on the date that Princess waived service of
4 process, November 26, 2024, no money was owed to either Aloschi or SNAV.
5 Dkt. No. 83-1 at 2. Princess argues that because it was not in possession of
6 the property Plaintiff sought to attach on November 26, 2024, the maritime
7 attachment and garnishment is “absolutely void” as to Princess and should be
8 quashed. *Id.* at 4. Princess relying on *Reibor Int’l Ltd. v. Cargo Carriers*
9 *(KACZ-CO.) Ltd.*, 759 F.2d 262, 263 (2d Cir. 1985) argues that “a maritime
10 garnishment served before the garnishee comes into possession of the
11 property to be garnished” is “absolutely void.” Princess further argues that
12 “the nature of the [Supplemental] Rule B(1) writ is such that it must either
13 attach property on the date of service or be void.” *Union Planters National*
14 *Bank v. World Energy Systems Assoc.*, 816 F.2d 1092, 1098 (6th Cir. 1987).

15 Plaintiff argues that Princess is currently in possession and control of
16 property belonging to Aloschi which is subject to attachment pursuant to
17 Supplemental Rule B. Dkt. No. 87 at 7. Plaintiff argues that Princess’s
18 reliance on *Reibor* and *Union Planters* is misplaced. *Id.* at 13–14. First,
19 Plaintiff argues that neither of those cases involved summons like the one at
20 issue in this case, which explicitly allowed for attachment of
21 past/present/future funds Princess owed to Aloschi. *See* Dkt. No. 25. Second,
22 Plaintiff argues that both of those cases improperly relied upon state law to
23 rule that after-acquired property is not subject to attachment. *See e.g. Reibor*,
24 759 F.2d at 266 (“we agree with the district court that the precedent in federal
25 admiralty law is so thin that we should turn to state law more directly on
26 point”). Plaintiff argues that both the Second Circuit in *Reibor* and the Sixth
27 Circuit in *Union Planters* improperly turned to state law on the after-acquired
28 property issue before the U.S. Supreme Court in *Am. Dredging Co. v. Miller*,

1 510 U.S. 443, 447 (1994) clarified that a court cannot turn to state law to
2 supplement federal maritime law when there is already a federal maritime
3 rule on point. *See id.* at 447 (explaining that state law cannot apply in an
4 admiralty case where the state law “works material prejudice to the
5 characteristic features of the general maritime law or interferes with the
6 proper harmony and uniformity of that law in its international and interstate
7 relations.”).

8 In response, Princess argues that the time of attachment is crucial as
9 both Federal and California courts agree that an “attachment does not reach
10 after-acquired property.” Dkt. No. 90 at 2 fn. 2; *see Reibor*, 759 F.2d at 263.
11 Plaintiff’s reliance on *Am. Dredging Co.* is misplaced as that case did not
12 address after-acquired property, and several more recent cases support the
13 holding in *Reibor* that a maritime garnishment served before the garnishee
14 comes into possession of the property to be garnished is void. *See DS-Rendite*
15 *Fonds Nr. 108 VLCC Ashna GMBH & Co. Tankschiff KG v. Essar Cap.*
16 *Americas Inc.*, 882 F.3d 44, 49 (2d Cir. 2018) (finding that an existing
17 attachment is not valid where the attachment and garnishment is “served
18 before the garnishee comes into possession of the property” (citation omitted));
19 *ContiChem LPG v. Parsons Shipping Co.*, 229 F.3d 426, 434 (2d Cir. 2000)
20 (Rule B(1) relief is not valid where the attachment and garnishment is served
21 before the garnishee comes into possession of the property); *see also Clipper*
22 *Shipping v. Unimarine Bulk Transport*, 790 F. Supp. 56, 62 (D. Conn. 1992)
23 (vacating attachment against freight payments not yet due because bills of
24 lading had not been presented); *Ferrostaal Metals Corp. v. S.S. Lash Pacifico*,
25 652 F. Supp. 420, 425 (S.D.N.Y. 1987) (holding that garnishment of open
26 Letter of Credit failed because under New York law, property acquired after
27 service of process escapes attachment).
28

1 Plaintiff has not provided evidence that Princess owed Aloschi any
2 money when the summons was served.

3 **2. Plaintiff Cannot Attach After-Acquired Property**

4 According to Princess, sometime between November 26, 2024, and
5 December 17, 2024 (the time Princess filed its motion), it owed Aloschi
6 86,087.48 Euros (+/- \$94,696.22). Dkt. No. 83-1 at 2, fn. 2. Princess asserts
7 that under California law, an attachment and garnishment is not effective
8 against after-acquired property. *Smith v. Crocker First Nat. Bank of San*
9 *Francisco*, 314 P.2d 237, 240 (Cal. Ct. App. 1957) (California appellate court
10 finding that under state law an attachment does not reach after-acquired
11 property); *Norris v. Burgoyne*, 4 Cal. 409, 410 (1854) (holding that a
12 “garnishee can only be required to answer as to his liability, to the debtor
13 defendant, at the time of service of the garnishment”).

14 Plaintiff argues that there is a maritime rule on point that allows for
15 the attachment of after-acquired property. Dkt. No. 87 at 13. In support,
16 Plaintiff cites a Florida district court case *Johnson v. Luzon Strait*
17 *Schiffahrtsgesellschaft MBH & Co., et. al.*, 2010 WL 11553595, at * 4 (S.D. Fla.
18 2010), where the court held that future payments owed under an executed
19 contract could be considered property subject to maritime attachment under
20 Supplemental Rule B. In *Johnson*, the plaintiff claimed that the garnishees
21 were in possession of monies owed to defendants under a Time Charter
22 Agreement. Plaintiff submitted the Time Charter Agreement and other
23 evidence of the monies owed in support of attachment to the court. *Id.* at *2.
24 The *Johnson* court found that under the Time Charter Agreement, one of the
25 garnishees agreed to charter certain vessels from defendants at a rate of
26 \$20,000 per day, payable in advance every 30 days, for three years beginning
27 in November 2007. *Id.* As to that garnishee, defendants did not dispute that
28 they were obligated to remit approximately \$600,000 per month (\$20,000 × 30

1 days) under the Time Charter Agreement; however, defendants argued that
2 the garnishee was not in possession of their property, in this district, at the
3 time of attachment. *Id.* The *Johnson* court disagreed finding case law
4 supporting maritime attachment of future payments owed under an
5 **executed contract** regardless of whether the debts have matured. *Id.* at *3
6 (emphasis added). See *Iran Express Lines v. Sumatrop, AG*, 563 F.2d 648, 650
7 (4th Cir. 1977) (“[M]aturity of the debt is not a prerequisite for garnishment.
8 An unmatured debt may be garnished provided it arises from an executed
9 contract.”); see also *Schirmer Stevedoring Co. Ltd. v. Seaboard Stevedoring*
10 *Corp.*, 306 F.2d 188, 193 (9th Cir. 1962) (noting that attachable property may
11 include unmatured debts, but not those under an executory contract);
12 *Robinson v. O.F. Shearer & Sons, Inc.*, 429 F.2d 83, 85–86 (3d Cir. 1970)
13 (finding that the contractual obligation to indemnify is not a “debt” under
14 maritime attachment until liability is determined and the subject is within
15 the policy coverage). In *Johnson*, the defendants did not dispute that the
16 Time Charter Agreement was an executed (not an executory) contract.²
17 *Johnson*, 2010 WL 11553595, at *3.

18 Here, Plaintiff alleges that Princess’s passengers pay Princess to
19 participate in an excursion operated by Aloschi. Dkt. No. 87 at 11, fn. 4.
20 Princess asserts that this type of an agreement is an executory contract as it
21 requires each party to do something—one party to market and sell the tour
22 and for the other party to provide a service (the excursion). Dkt. No. 90 at 5.
23 Princess argues that unlike the agreement in *Johnson*, where the parties
24 agreed to a Time Charter at a fixed monthly rate to be paid in advance, here,
25 Princess must sell tours and Aloschi has to provide tours before any funds are

26 ² Although discussing the term “executory contract” as it relates to the Bankruptcy
27 Code, “[t]he Supreme Court has defined [it] as a contract on which performance
28 remains due to some extent on both sides.” *In re Frontier Props., Inc.*, 979 F.2d
1358, 1364 (9th Cir. 1992) (citing *N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 522
n. 6 (1984)).

1 owed or generated. Princess argues that when the garnishment was served
2 no funds were owed and there was no contract which obligated Princess to pay
3 any set amount to Aloschi on any specific date in the future. In *Schirmer*
4 *Stevedoring Co. Ltd.*, the Ninth Circuit noted that attachable property “may
5 include unmatured debts, but it does not include rights under a still executory
6 contract. The attaching creditor can get no more than the debtor has.” 306
7 F.2d at 193 (internal quotations and citations omitted); *see also Johnson*, 2010
8 WL 11553595, at *3.

9 Based on the materials submitted it would appear the contract between
10 Princess and Aloschi is an executory contract, and different from the executed
11 contract in *Johnson* which set a fixed daily rate payable in advance every 30
12 days, for three years. *See Johnson*, 2010 WL 11553595, at *2. Plaintiff has
13 not set forth evidence or other legal argument showing that the funds that
14 Princess obtained after the summons was served constituted unmatured debt.

15 While this finding on its own supports granting the Motion, this Court
16 also finds that the attached funds are not found within the Central District of
17 California.

18 19 **3. The After-Acquired Funds Are Not Located in This District**

20
21 Princess also asserts that even if the after-acquired money owed to
22 Aloschi could be garnished, the funds are held in a bank in London, England,
23 outside of the Central District of California. Dkt. No. 83-1 at 5. Princess
24 citing *Sikousuis Legacy, Inc.*, argues that the Ninth Circuit has explained that
25 Supplemental Rule B attachments require that the “property of the defendant
26 be within the district.” 97 F.4th at 628–29. In *ProShipLine Inc. v. Aspen*
27 *Infrastructures Ltd.*, 609 F.3d 960, 968 (9th Cir. 2010), the Ninth Circuit held
28 that a district court “is completely unable to entertain a claim seeking

1 admiralty attachment of property” when the subject property is located
2 outside of the district in which the court sits. Plaintiff responds that because
3 Princess is within this District and controls the money at issue, it has
4 constructive possession of funds within this District that are subject to
5 attachment. Princess however argues that the subject funds which were later
6 owed to Aloschi are not funds that are or were ever within this District.

7 Plaintiff cites *Boland Marine & Indus., LLC v. Bouchard*
8 *Transportation Co.*, No. 1:20-CV-66-LY-ML, 2020 WL 10051743 (W.D. Tex.
9 Feb. 28, 2020), report and recommendation adopted sub nom. *Boland Marine*
10 *& Indus. v. Bouchard Transportation Co.*, No. 1:20-CV-66-LY, 2020 WL
11 10051738 (W.D. Tex. Mar. 26, 2020), which observed that some courts have
12 found debts to be located within their districts when the garnishee that owes
13 the debt is also located in the district. *Id.* at *4. Other courts are split on
14 where intangible assets, such as funds in a bank account, are “located” for
15 attachment purposes. *Id.* at *5. After reviewing the competing theories,
16 including the Second Circuit’s “separate entity rule”, which treats each branch
17 of a bank as a separate entity for attachment purposes, the *Boland Marine &*
18 *Indus., LLC* court adopted the opposite rule, finding that bank “accounts are
19 ‘located’ wherever they are available for withdrawal by the depositor.” *Id.* at
20 *6. The court rejected the “separate entity rule”, finding it was “based on an
21 antiquated view of the banking system that predates modern computerized
22 banking” and noted that money sitting in an account in a different district can
23 be accessed from any branch. *Id.* Therefore, as long as a bank has a branch
24 within the court’s district, any account can be “found” within said district. *Id.*
25 at *7.

26 However, the decision in *Boland Marine & Indus., LLC* was influenced
27 by the fact there was “no Texas law directly on the subject” and by the
28 inference “that the Texas Supreme Court would reject the separate entity

1 rule” *Boland Marine & Indus., LLC*, 2020 WL 10051743 at *6. While
2 *Boland Marine & Indus., LLC* and *Johnson* show that some federal district
3 courts have applied a constructive possession rule around attaching funds in a
4 bank account, they fail to provide binding authority in this case.

5 In short, Plaintiff has not identified Ninth Circuit authority or
6 California law to support attaching funds held in a foreign country and
7 currency.

8 Therefore, because Plaintiff fails to show that the property is within this
9 District, this Court is unable to attach the funds held in London, England.

10 **V. Recommendation**

11 It is recommended that the District Judge issue an Order: (1) accepting
12 this Report and Recommendation; and (2) granting Princess’ motion to quash
13 Plaintiff’s summonses and process of maritime attachment and garnishment
14 issued for Defendants Aloschi and SNAV.

15 DATED: October 6, 2025

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PATRICIA DONAHUE
18 UNITED STATES MAGISTRATE JUDGE
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NOTICE

Reports and Recommendations are not appealable to the Court of Appeals but are subject to the right of any party to file Objections as provided in the Local Rules Governing Duties of Magistrate Judges, and review by the District Judge whose initials appear in the Dkt. number. No Notice of Appeal pursuant to the Federal Rules of Appellate Procedure should be filed until entry of the Judgment of the District Court.