

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

IN THE MATTER OF THE COMPLAINT  
OF BRIAN CHRISTOPHER AMBLE AS  
THE ALLEGED OWNER OF A CERTAIN  
1971 FAR EAST MARINER 40 BEARING  
HULL IDENTIFICATION NUMBER  
GM82 AND HER ENGINES, TACKLE,  
APPURTENANCES, ETC.

No. C 20-03713 WHA

**ORDER DENYING CLAIMANT’S  
MOTION TO STAY AND VACATING  
HEARING**

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In this admiralty action brought under the Limitation of Vessel Owner’s Liability Act, 46 U.S.C. §§ 181 *et seq.*, claimant Aaron Horton moves to stay the limitation action and to dissolve the anti-suit injunction so that he can pursue his claims against plaintiff-in-limitation Brian Christopher Amble in state court. For the following reasons, Horton’s motion is **DENIED** without prejudice. The December 17 hearing is hereby **VACATED**.

Amble brought this action in admiralty under the Limitation Act for exoneration from, or limitation of, liability (Dkt. No. 1). According to his complaint, Jessica Plante purchased a vessel from Amble in October 2018 (*id.* at ¶ 7). Subsequently, in November 2018, a fire broke out on that vessel while it was docked at the Dockwood Marina in Redwood City. Plante and Aaron Horton purportedly sustained injuries, as suggested by her subsequent letters to Amble and his insurer. Namely, Plante sent letters to Amble and his insurer claiming that Amble remained the owner of the vessel at the time of the fire, and that she thereby sought

1 compensation for her alleged injuries sustained in the fire (*see* Severance Decl. ¶ 3, Exh. A).  
2 In response, in June 2020, Amble instituted this limitation action.

3 Following the procedure for limitation actions set forth in Supplemental Admiralty and  
4 Maritime Claims Rule F, the undersigned approved an ex parte stipulation for value of the  
5 vessel (\$10,000), ordered that any claim related to the incident be filed herein by August 11,  
6 2020, and enjoined the filing or prosecution of any suits related to the incident (Dkt. Nos. 14–  
7 16). Furthermore, consistent with Rule F(4), Amble was ordered to publish a “Notice of  
8 Complaint in Admiralty for Exoneration From, or Limitation of, Liability” in the *San*  
9 *Francisco Daily Journal* (Dkt. Nos. 14–16). Amble made such publication between July 2 and  
10 July 23. Over and above this constructive notice, the undersigned required Amble to effect  
11 actual notice and actually serve Horton and Plante (*e.g.*, known potential claimants), in order  
12 give them notice of this limitation action and the ensuing August 11 deadline for filing claims  
13 herein.

14 While Horton was successfully served — and filed a claim and an answer by the required  
15 deadline — Plante was not. Despite Amble’s efforts (*see* Severance Decl. ¶¶ 5–6), Plante  
16 could not be located in order to be personally served. Apparently, since the fire, Plante has  
17 changed abodes on multiple occasions (*id.* at ¶ 9, Exh. C). In any event, the deadline for filing  
18 claims came to pass and Plante did not file a claim herein. Neither did any other potential  
19 claimants.

20 Thereafter, upon Amble’s application, our clerk entered Plante’s default, as well as “all  
21 other possible claimants, known and unknown, who did not file and serve their claims and  
22 answers on or before August 11, 2020” (Dkt. No. 27). Meanwhile, Amble filed a third-party  
23 complaint herein against Plante, tendering the defense of Horton’s claims on her and asserting  
24 claims for indemnity, contribution, and declaratory relief (Dkt. No. 34).

25 At the initial case management conference, Horton’s counsel suggested he would bring a  
26 motion to stay this limitation action pursuant to the single-claimant exception under the  
27 savings to suitors clause in 28 U.S.C. § 1333(1). *See Lewis v. Lewis & Clark Marine, Inc.*, 531  
28

1 U.S. 438, 454 (2001) (courts “have generally permitted claimants to proceed with their claims  
2 in state court where is only a single claimant”).

3 Rather than give the parties a scheduling order, therefore, the undersigned set October 29  
4 as the deadline for Horton to bring his motion to stay. The parties then filed a joint motion  
5 requesting extension of that deadline. They represented that they were unable to reach a  
6 stipulation regarding proceeding in state court under the single-claimant exception, because  
7 Amble was concerned about the “immediate possibility that [] Plante may appear to answer the  
8 third-party complaint and seek relief from default, which threatens to transform this proceeding  
9 from a single-claimant into a multi-claimant proceeding” (Dkt. No. 37). The parties thus  
10 requested for an additional ninety days for Horton to bring his motion to stay, so that Amble,  
11 through his private investigator, could locate and serve Plante with his complaints — the  
12 limitation action complaint and his third-party complaint against her. A prior order continued  
13 the deadline but only to November 12 (Dkt. No. 38).

14 Accordingly, on November 12, Horton brought his current motion to stay the limitation  
15 action and to lift the anti-suit injunction, so he could proceed against Amble in a state court.  
16 Then, on November 13, Amble at last served Plante. Pursuant to the Federal Rules of Civil  
17 Procedure, Plante’s responses were due on December 3.

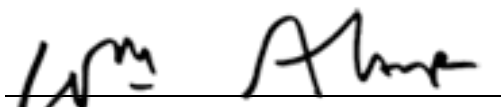
18 The entire thrust of Horton’s motion is that he should be able to invoke the single-  
19 claimant exception because neither Plante or anyone else filed a claim herein. But on  
20 December 15, after the parties had already filed their briefs, Amble and Plante submitted a  
21 joint stipulation wherein Plante (proceeding *pro se*) announces her intention to pursue a claim  
22 against Amble and to retain counsel in order to effectuate her intent (Dkt. No. 46). Amble  
23 agrees not to oppose any request by her to set aside default and for leave to file a late claim, if  
24 she does so on or before January 8, 2021. Plante agrees to get the ball rolling by then.

25 Given Plante’s announced intention and the possibility that good cause may exist to set  
26 aside her default and allow her to file a late claim herein, and the fact that Horton’s entire basis  
27 for his motion is that he is a single-claimant, Horton’s motion is **DENIED** without prejudice.  
28 The December 17 hearing is hereby **VACATED**.

1 Perhaps Horton and Plante — assuming she is allowed to assert a claim herein — will be  
2 able to jointly enter appropriate stipulations that adequately protect Amble’s right to seek  
3 limitation of liability herein. The Court implores all parties to avoid future delays.  
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5 **IT IS SO ORDERED.**

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7 Dated: December 16, 2020.

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11 WILLIAM ALSUP  
12 UNITED STATES DISTRICT JUDGE  
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