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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

IN RE THE COMPLAINT OF
OCEANSOUND INVESTMENTS; and
ROBERT NAGATA, individual as
owners or managers of 1989 65’ Donzi
“Legacy” Model Z-65 Tournament
Sportfish Convertible Motoryacht, H.I.N.
YDRI0009J889,

Plaintiffs-in-Limitation.

Case No.: 23-CV-1745 TWR (BLM)

**ORDER (1) ACCEPTING
PLAINTIFFS-IN-LIMITATION’S
AMENDED *AD INTERIM*
STIPULATION AND LETTER OF
UNDERTAKING; (2) GRANTING IN
PART AND DENYING IN PART
PLAINTIFFS-IN-LIMITATION’S
APPLICATION FOR INJUNCTION;
AND (3) ORDERING DIRECTING
ISSUANCE OF NOTICE OF
COMPLAINT FOR EXONERATION
FROM OR LIMITATION OF
LIABILITY TO ISSUE**

(ECF Nos. 1, 6)

Presently before the Court is the admiralty Complaint for Exoneration from or
Limitation of Liability by Plaintiffs-in-Limitation Oceansound Investments and Robert
Nagata as the owners or managers of a 1989, 65’ Donzi “Legacy” Model Z-65 Motoryacht,
H.I.N. YDRI000J889 (the “Vessel”), (ECF No. 1, “Compl.”), the Amended *Ad Interim*
Stipulation for Security in Compliance with October 20, 2023, Order to Provide Additional

1 Documentation and Security for Costs (ECF No. 6, “Amended *Ad Interim* Stip.”), and the
 2 letter of undertaking attached thereto (*id.*, “Letter from Chubb”). This action arises from a
 3 boating accident that allegedly occurred aboard Plaintiffs-in-Limitation’s Vessel on
 4 August 10, 2022, resulting in a crew member, Robert Swift, breaking his left leg (the
 5 “Incident”). (*See* Compl. ¶¶ 6–8.) Mr. Swift subsequently filed a personal injury lawsuit
 6 against Plaintiffs-in-Limitation in the Superior Court of California, County of San Diego.
 7 (*See id.* ¶ 9.) Among other things, Plaintiffs-in-Limitation ask the Court to issue an Order
 8 (1) directing the issuance of a monition to all persons asserting claims against Plaintiffs-
 9 in-Limitation with respect to the Incident to file claims with the Clerk of Court;
 10 (2) directing publication of a notice of the monition in newspapers; and (3) enjoining the
 11 prosecution of all claims, except this action, against Plaintiffs-in-Limitation arising from
 12 the Incident. (*See* Compl. Prayer ¶ C.) The Court previously considered the documentation
 13 Plaintiffs-in-Limitation submitted in support of their requests, found it deficient in several
 14 respects, and ordered Plaintiffs-in-Limitation to provide additional documentation. (ECF
 15 No. 5.) Plaintiffs-in-Limitation now have supplied the requested information and cured
 16 the deficiencies in their initial submission. (*See* Amended *Ad Interim* Stip.)

17 The Court, having considered the Complaint, supporting documentation, and
 18 applicable law, (1) accepts Plaintiffs-in-Limitation’s Amended *Ad Interim* Stipulation as
 19 sufficient security; (2) enjoins all proceedings against Plaintiffs-in-Limitation arising out
 20 of the Incident giving rise to this limitation action; and (3) directs Plaintiffs-in-Limitation
 21 to publish notice as set forth below.

22 BACKGROUND

23 A. *Statement of Facts*¹

24 This action arises from an accident that occurred aboard Plaintiffs-in-Limitation’s
 25 vessel on August 10, 2022. (Compl. ¶¶ 6–7.). Plaintiff-in-Limitation Oceansound
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 28 ¹ In reciting the above facts taken from the operative Complaint, the Court is not making any findings of fact.

1 Investments LLC (“Oceansound”) holds title to the Vessel, which is exempt from
2 registration with the State of California because it is federally registered with the U.S.
3 Coast Guard. (*Id.* ¶ 4.) Plaintiff-in-Limitation Robert Nagata is the manager of both
4 Oceansound and the Vessel. (*Id.* ¶¶ 3–4.) The Incident occurred on or around 10:45 p.m.
5 on August 10, 2022, when Robert Swift, a crew member and deckhand of the Vessel, fell
6 from the top of the Vessel’s bulwark and broke his left leg. (*Id.* ¶¶ 6–7.) At the time of
7 the Incident, the Vessel was on a voyage to Catalina Island. (*Id.* ¶ 7.)

8 Mr. Swift initiated a lawsuit against Plaintiffs-in-Limitation in San Diego Superior
9 Court for personal injuries, damages, and losses arising out of the Incident and served
10 Plaintiffs-in-Limitation with notice of the lawsuit on March 20, 2023. (*Id.* ¶¶ 9, 13.)

11 Plaintiffs-in-Limitation allege that the value of the Vessel at the end of the voyage
12 on August 10, 2022, after the Incident, was \$350,000. (*Id.* ¶ 11.) This amount also
13 represents their interest in the Vessel and pending freight. (*Id.* ¶ 20.)

14 **B. Procedural History**

15 On September 20, 2023, or within six months of Mr. Swift’s written notice of the
16 state court action, Plaintiffs-in-Limitation filed this action for exoneration from or
17 limitation of liability pursuant to the Limitation of Liability Act (the “Limitation Act”), 46
18 U.S.C. § 30501, *et seq.* Plaintiffs-in-Limitation’s Complaint, among other things, asks the
19 Court to (1) adjudge that Plaintiffs-in-Limitation are not liable; (2) limit liability, as
20 requested, to the value of the Vessel at the conclusion of the voyage if Plaintiffs-in-
21 Limitation are adjudged liable; (3) issue an order directing the issuance of a monition to all
22 persons asserting claims against Plaintiffs-in-Limitation with respect to the Incident
23 admonishing them to file their respective claims with the Clerk of Court; (4) issue an order
24 directing the execution of the monition and publication of notice thereof in newspapers
25 once a week for four consecutive weeks; and (5) enjoin further prosecution of any actions
26 relating to the Vessel and the Incident. (Compl. ¶¶ 6–8.)

27 Plaintiffs-in-Limitation have attached several documents to the Complaint, as
28 relevant here: (1) *Ad Interim* Stipulation for Security, (ECF No. 1-2); (2) Notice of

1 Complaint for Exoneration from or Limitation of Liability, (ECF No. 1-3); (3) Robert
2 Nagata’s Declaration of Valuation, (ECF No. 1-4, “Nagata Decl.”); and (4) Proposed Order
3 of Injunction and Monition (not docketed). On October 20, 2023, the Court rejected
4 Plaintiffs-in-Limitation’s proffered *Ad Interim* Stipulation for Security because it failed to
5 provide the requisite \$500 security for costs, failed to identify either Plaintiff-in-Limitation
6 as an insured on the marine policy, and appeared to permit Plaintiffs-in-Limitation to take
7 actions that would void the stipulation. ECF No. 5 at 3–4; *see also* Fed. R. Civ. P., Supp.
8 R. F(1); S.D. Cal. CivLR F.1. The Court directed Plaintiffs-in-Limitation to provide a
9 letter of undertaking from the insurer that issued the marine policy if they intended to rely
10 on an *ad interim* stipulation. (ECF No. 5 at 4.) In response to the Court’s October 20,
11 2023 Order, Plaintiffs-in-Limitation have provided the Amended *Ad Interim* Stipulation,
12 to which they have attached a letter from the insurer. (ECF No. 6.)

13 LEGAL STANDARD

14 Federal courts have exclusive jurisdiction over admiralty and maritime claims. U.S.
15 Const. art. III, § 2; 28 U.S.C. § 1333(1).² The Limitation Act permits vessel owners to
16 seek to “limit liability for damage or injury, occasioned without the owner’s privity or
17 knowledge, to the value of the vessel or the owner’s interest in the vessel.” *Lewis*, 531
18 U.S. at 446 (citing the Limitation Act). The Limitation Act serves to “encourage
19 investment in the ship-building industry by protecting owners from excessive liability for
20 claims related to their vessels.” *In re Pac. Maritime Freight, Inc.*, 316 F. Supp. 3d at 1217
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23 ² The Judiciary Act of 1789 codified this grant of exclusive original jurisdiction but included a
24 “saving to suitors” clause that the Supreme Court has construed as “preserv[ing] remedies and the
25 concurrent jurisdiction of state courts over some admiralty and maritime claims.” *Lewis v. Lewis & Clark*
26 *Marine, Inc.*, 531 U.S. 438, 445–46 (2001); 28 U.S.C. § 1333(1). “Pursuant to the saving[] to suitors
27 clause, litigants in admiralty and maritime actions are not necessarily limited to pursuing only those
28 remedies recognized by substantive admiralty and maritime law, which may differ from those available
under common law.” *In re Pac. Maritime Freight, Inc.*, 316 F. Supp. 3d 1214, 1217 (S.D. Cal. 2018)
(citing *Lewis*, 531 U.S. at 439). As a result, the Supreme Court has recognized that tension may exist
between the saving to suitors clause in the jurisdictional statute and other acts of Congress, such as the
Limitation Act, affording unique rights and procedures to vessel owners. *Lewis*, 531 U.S. at 446, 448.

1 (citing *Lewis*, 531 U.S. at 446); accord *In re Star & Crescent Boat Co., Inc.*, 519 F. Supp.
2 3d 752, 757 (S.D. Cal. 2021). “A limitation of liability action is a proceeding in admiralty
3 for vessel owners that permits them to limit their liability (if any) to their interest in the
4 vessel and its freight, provided that the loss was incurred without their privity or
5 knowledge.” *In re Complaint of Ross Island Sand & Gravel*, 226 F.3d 1015, 1017 (9th
6 Cir. 2000).

7 Together, the Limitation Act, the jurisdictional statute (28 U.S.C. § 1333), and
8 Supplemental Rule F of the Supplemental Rules for Admiralty or Maritime Claims and
9 Asset Forfeiture Actions of the Federal Rules of Civil Procedure (“Supplemental Admiralty
10 Rules”) vest federal courts with exclusive jurisdiction to determine whether a vessel owner
11 is entitled to limit his or her liability. *See* 46 U.S.C. § 30529; 28 U.S.C. § 1333(1); Fed. R.
12 Civ. P., Supp. R. F(3). The owner of a vessel may initiate a limitation of liability action in
13 federal court provided that the action is brought “within 6 months after a claimant gives
14 the owner written notice of a claim.” 46 U.S.C. § 30529(a); *see also* Fed. R. Civ. P., Supp.
15 R. F(1). “The complaint may demand exoneration from as well as limitation of liability.”
16 Fed. R. Civ. P., Supp R. F(2).

17 When a vessel owner brings a federal suit, the owner must provide security for the
18 benefit of the claimants in “an amount equal to the value of the owner’s interest in the
19 vessel and pending freight, or approved security” and “an amount, or approved security,
20 that the court may fix from time to time as necessary to carry out this chapter.” 46 U.S.C.
21 § 30529(b)(1); Fed. R. Civ. P., Supp. R. F(1). The owner may deposit the security with
22 the court or transfer the amount to a trustee appointed by the court. 46 U.S.C. §§
23 30529(b)(1)–(2); Fed. R. Civ. P., Supp. R. F(1). Supplemental Admiralty Rule F(1) further
24 requires an owner to give security for “costs and, if the plaintiff elects to give security, for
25 interest at the rate of 6 percent per annum from the date of the security.” Fed. R. Civ. P.,
26 Supp. R. F(1). Pursuant to this District’s Civil Local Rules, “[u]nless otherwise ordered
27 by a judge, the amount of the security for costs required to be filed in an action for
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1 limitation of liability under Rule F(1) is \$500. In such an action, the security for costs may
2 be combined with the security for value and interest.” S.D. Cal. CivLR F.1.

3 When the owner has complied with the security requirement, “all claims and
4 proceedings against the owner related to the matter in question shall cease.” 46 U.S.C. §
5 30529(c); Fed. R. Civ. P., Supp. R. F(3); *In re Complaint of Ross Island*, 226 F.3d at 1017.
6 Supplemental Admiralty Rule F fulfills this provision by requiring that “on application of
7 the plaintiff the court shall enjoin the further prosecution of any action or proceeding
8 against the plaintiff or the plaintiff’s property with respect to any claim subject to limitation
9 in the action.” Fed. R. Civ. P., Supp. R. F(3).

10 Additionally, following the issuance of or concurrently with the injunction, the Court
11 “shall issue a notice to all persons asserting claims with respect to which the complaint
12 seeks limitation, admonishing them to file their respective claims with the clerk of the court
13 and to serve on the attorneys for the plaintiff a copy thereof on or before a date to be named
14 in the notice.” Fed. R. Civ. P., Supp. R. F(4). The deadline for filing claims must be at
15 least thirty days after the Court’s issuance of the notice. *Id.* The notice “shall be published
16 in such newspaper or newspapers as the court may direct once a week for four successive
17 weeks prior to the date fixed for the filing of claims.” *Id.*

18 Once claims have been filed, “in a proceeding known as a concursus, the district
19 court determines whether there is liability and whether it should be limited.” *In re Star &*
20 *Crescent Boat Co.*, 519 F. Supp. 3d at 758 (citing *Complaint of Dammers & Vanderheide*
21 *& Scheepvaart Maats Christina B.V.*, 836 F.2d 750, 755 (2d Cir. 1988)). If, however,
22 either of the two exceptions to a vessel owner’s general right to consolidate claims applies,
23 and a claimant makes the necessary stipulations to protect the vessel owner in federal court,
24 the district court abuses its discretion if it fails to dissolve the injunction halting all other
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1 actions so that the action can proceed in state court.³ *See Lewis*, 531 U.S. at 449, 454;
2 *Langnes v. Green*, 282 U.S. 531, 541–42 (1931).

3 DISCUSSION

4 I. Sufficiency of the Security

5 Providing adequate security is a condition precedent to the Court’s issuance of both
6 an injunction and notice to potential claimants. Fed. R. Civ. P., Supp. R. F(3)–(4). In lieu
7 of a traditional form of security, courts have approved the use of an *ad interim* stipulation
8 of value. *See Hartford Acc. & Indem. Co. of Hartford v. S. Pac. Co.*, 273 U.S. 207, 218–
9 19 (1927) (“Whenever a stipulation is taken in an admiralty suit, for the property subjected
10 to legal process and condemnation, the stipulation is deemed a mere substitute for the thing
11 itself, and the stipulators liable to the exercise of all those authorities on the part of the
12 court, which it could properly exercise, if the thing itself were still in its custody.” (quoting
13 *The Palmyra*, 25 U.S. 1, 10 (1827))). When presented together with a letter of undertaking,
14 courts have found such a stipulation provides sufficient security. *See, e.g., In re Star &*
15 *Crescent Boat Co.*, No. 21-cv-169-BEN-JLB, 2021 WL 1526601, at *14 (S.D. Cal. Apr.
16 19, 2021) (concluding plaintiff-in-limitation’s *ad interim* stipulation for value and costs
17 and letter of undertaking from insurer provided adequate security); *Chan v. Soc’y*
18 *Expeditions, Inc.*, 123 F.3d 1287, 1294 n.4 (9th Cir. 1997) (explaining that letter of
19 undertaking provided by insurance carrier and operator of cruise ship was “sufficient to
20 perfect in rem jurisdiction in the absence of the ship’s arrest”).

21 Here, Plaintiffs-in-Limitation have provided the Amended *Ad Interim* Stipulation in
22 lieu of depositing the funds or transferring its interest in the Vessel to a trustee. (*See* ECF
23 No. 6.) The Amended *Ad Interim* Stipulation provides security in the amount of the value
24 of Plaintiffs-in-Limitation’s interest in the Vessel after the Incident—\$350,000—and
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27 ³ In *Lewis*, the Supreme Court recognized two exceptions to vessel owners’ general right to
28 consolidate claims in a limitation action in federal court by virtue of the saving to suitors clause. *Lewis*,
531 U.S. at 451. Where (1) there is only one claimant, or (2) the total amount of the claims is less than
the value of the fund, the action can be maintained in state court. *Id.*

1 requisite security for costs—\$500—for a total of \$350,500, with interest thereon at a rate
2 of 6% per annum, as required by Supplemental Admiralty Rule F(1). (*See Amended Ad*
3 *Interim Stip.* at 2–3.) Ace American Insurance Company (“Ace”), which is a wholly-
4 owned subsidiary of Chubb, issued the relevant marine policy to Plaintiff-in-Limitation
5 Oceansound Investments, LLC and is the insurer providing the security. (*Id.* at 2–3.) Ace
6 has executed both the stipulation and a letter of undertaking appended to the stipulation in
7 which Ace represents that “Chubb has agreed to an Undertaking in the amount of
8 \$350,500.” (*Id.*, Letter from Chubb.) The Amended *Ad Interim* Stipulation further
9 provides that Ace will pay the amount ultimately awarded by the Court up to the amount
10 of the security of \$350,500. (*See id.* at 2–3.)

11 Additionally, Plaintiffs-in-Limitation attach to their Complaint a “Declaration of
12 Valuation” from Plaintiff-in-Limitation Robert Nagata (ECF No. 1-4, “Decl. of
13 Valuation”). In the Declaration of Valuation, Mr. Nagata attests, based on his experience
14 and his review of comparable sales on websites, that the post-Incident value of the Vessel
15 is \$350,000. (Decl. of Valuation ¶¶ 4, 6.)

16 In light of the Declaration of Valuation, the Court finds that Plaintiffs-in-
17 Limitation’s Amended *Ad Interim* Stipulation and Ace’s letter of undertaking provide
18 sufficient security for Plaintiffs-in-Limitation’s interest in the Vessel and include the
19 required security for litigation costs. This ruling is without prejudice to the right of any
20 claimant to demand that the security be increased and to any subsequent appraisal the Court
21 might order. *See Fed. R. Civ. P., Supp. R. F(7).*

22 **II. Injunctive Relief**

23 Plaintiffs-in-Limitation seek an order enjoining “the prosecution against Plaintiffs,
24 their representatives and insurers, in personam, and the Vessel, in rem, any and all claims,
25 suits, actions or proceedings, whether or not already begun, with respect to the Incident,
26 except this proceeding.” (Compl., Prayer for Relief C.3.) As set forth above, both the
27 Limitation Act and Supplemental Admiralty Rules contemplate such a stay once adequate
28 security has been provided. 46 U.S.C. § 30529(c); Fed. R. Civ. P., Supp. R. F(3); *Esta*

1 *Later Charters, Inc. v. Ignacio*, 875 F.2d 234, 236 (9th Cir. 1989) (explaining that
2 “admiralty courts issue a restraining order or an injunction staying all proceedings pending
3 elsewhere”).

4 Because the Court concurrently approves the security provided, the Court also will
5 issue the requested injunction.⁴ However, the plain language of the Limitation Act
6 provides the injunction will apply to “all claims and proceedings against the *owner* related
7 to the matter in question.” 46 U.S.C. § 30529(c) (emphasis added). Similarly,
8 Supplemental Admiralty Rule F(3) only permits a stay and injunction barring the
9 prosecution of “any action or proceeding against the *plaintiff or the plaintiff’s property*
10 with respect to any claim subject to limitation in the action.” Fed. R. Civ. P., Supp. R. F(3)
11 (emphasis added). Plaintiffs-in-Limitation offer no authority for the proposition that the
12 Court may extend the scope of the injunction to bar prosecution of claims against Plaintiffs-
13 in-Limitation’s “representatives and insurers.” (Compl., Prayer for Relief C.3.)

14 In *Maryland Casualty Co. v. Cushing*, a claimant brought a separate action against
15 the plaintiff-in-limitation’s underwriter pursuant to a Louisiana law that authorized suits
16 directly against the relevant insurer. 347 U.S. 409, 411 (1954). The district court granted
17 the insurers’ motion for summary judgment because applying a Louisiana statute that
18 permitted suit against the insurers would contravene the purpose of the Limitation Act. *Id.*
19 In a plurality opinion of four Justices, the Supreme Court observed that “[d]irect actions
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22 ⁴ In accordance with Rule F, Mr. Swift, the only known claimant, has appeared in this action and
23 filed “Robert Cooper Swift’s Claim and Answer to Complaint for Exoneration from or Plaintiffs-in-
24 Limitation 1989, 65’ Donzi ‘Legacy’ Model Z-65 Motoryacht And Its Engine, Appurtenances, etc., *In*
25 *Rem*, Oceansound Investments, LLC; and Robert Nagata *In Personam*.” (ECF No. 7.) Because Mr. Swift
26 is the only known claimant, the single claimant exception may apply if Mr. Swift is the only individual
27 who files a claim after publication of the notice. “Under the ‘single claimant exception,’ if only *one* claim
28 has been filed and ‘nothing appears to suggest the possibility of another claim,’ a district court is required
to dissolve its injunction to permit the single claimant to pursue a separate action and jury trial,” provided
the claimant makes certain prerequisite stipulations. *In re Complaint of Ross Island*, 226 F.3d at 1017–
18 (quoting *Newton v. Shipman*, 718 F.2d 959, 962 (9th Cir. 1983)). Although other unknown claimants
may come forward after the publication of notice, if no other claims come forward, the injunction may not
be warranted. *See id.*

1 against the liability underwriter of the shipowner or charterer would detract from the
2 benefit of a concursus and undermine the operation of the congressional scheme for the
3 ‘complete and just disposition of a manycorned controversy.’” *Id.* at 416–17 (quoting
4 *Hartford Accident & Indemnity Co. of Hartford v. S. Pac. Co.*, 273 U.S. 207, 216 (1927)).
5 No majority opinion issued, and the Supreme Court identified only one ground common to
6 five Justices: that the appropriate course of action was to remand the case to the District
7 Court “to be continued until after the completion of the limitation proceeding.” *Id.* at 422–
8 23.

9 The Ninth Circuit in *In re Complaint of Paradise Holdings, Inc.*, affirmed the district
10 court’s stay of the state court proceedings against a non-owner captain of the subject vessel.
11 795 F.2d 756, 761 (9th Cir. 1986). The state court claimants had moved to dissolve the
12 district court’s injunction because they had named the ship’s captain as a defendant. *Id.*
13 The Ninth Circuit concluded that one of the major purposes of the Limitation Act—
14 “permit[ting] the shipowner to retain the benefit of his insurance”—“could be frustrated if
15 claimants’ action against the captain here were not stayed.” *Id.* at 762. The majority
16 explained that

17 it is sometimes inconsistent with the purposes of the Act to permit some
18 limitation-action claimants to proceed in state court against a ship’s captain
19 and crew in advance of an equitable division of the limitation fund among all
20 potential claimants. We hold that in such cases, a district court has discretion
21 to stay the state action or otherwise to shape the limitation proceedings in a
22 manner that promotes the purposes of the Act.

22 *Id.* at 763.

23 *Cushing* and *Paradise Holdings* offer some authority for expanding the injunction
24 staying other actions to encompass actions against a plaintiff-in-limitation’s insurer and
25 employees. In both actions, however, the suits against the insurer and employee were not
26 hypothetical, and neither was the potential for “depletion of the insurance coverage,”
27 *Paradise Holdings*, 795 F.2d at 763. The evidence presently before the Court shows that
28 Plaintiff-in-Limitation Oceansound holds title to the Vessel and that Plaintiff-in-Limitation

1 Robert Nagata is the manager of Oceansound. (Compl. ¶¶ 3–4.) Under similar
2 circumstances, the district court in *In re Aloha Jetski, LLC* found it appropriate to grant a
3 stay of state court proceedings against the limitation plaintiff and the sole member of the
4 limitation plaintiff as “owners” under the Limitation Act but not against the limitation
5 plaintiff’s “affiliates, agents, employees, managers, members, officers, directors,
6 shareholders, vessels, property, underwriters, and insurers.” 920 F. Supp. 2d 1143, 1147–
7 48 (D. Haw. 2013). The court concluded that “the purposes of the Act are not served by
8 granting the broad injunction as sought by Limitation Plaintiff.” *Id.* at 1150. In view of
9 the current record, the Court, likewise, will not extend the scope of the injunction to
10 encompass Plaintiffs-in-Limitation’s “representatives and insurers,” as requested. For
11 now, the injunction shall be confined to claims against Plaintiffs-in-Limitation, as the
12 “owners” of the Vessel, or the Vessel. The Court will entertain a motion to amend the
13 scope of the injunction should claimants commence actions against Plaintiffs-in-
14 Limitation’s “representatives and insurers.” Accordingly, Plaintiffs-in-Limitation’s
15 request for injunctive relief is **GRANTED IN PART AND DENIED IN PART.**

16 **III. Notice and Monition**

17 Finally, Plaintiffs-in-Limitation request an order directing the issuance of notice to
18 potential claimants and admonishing them to file their respective claims with the Clerk of
19 the Court. (Compl. ¶ 7; *see also* ECF 1-3 at 1; Proposed Order of Injunction and Monition
20 at 3–5.) As set forth above, once a plaintiff-in-limitation provides adequate security, the
21 Supplemental Admiralty Rules direct that the Court “shall issue a notice to all persons
22 asserting claims with respect to which the complaint seeks limitation, admonishing them
23 to file their respective claims with the clerk of the court and to serve on the attorneys for
24 the plaintiff a copy thereof on or before a date to be named in the notice.” Fed. R. Civ. P.,
25 Supp. R. F(4). The Court must afford potential claimants at least thirty days from the
26 issuance of the notice to respond, and the notice must “be published in such newspaper or
27 newspapers as the court may direct once a week for four successive weeks prior to the date
28 fixed for the filing of claims.” *Id.*

1 Here, Plaintiffs-in-Limitation have provided adequate security, and the Court,
2 accordingly, **ORDERS** Plaintiffs-in-Limitation to publish the notice set forth in the
3 concurrently-filed Order Directing Execution of Monition and Publication of Notice of
4 Complaint. The Court’s notice does not differ materially from Plaintiffs-in-Limitation’s
5 proposed “Notice of Complaint for Exoneration from or Limitation of Liability,” (*see* ECF
6 No. 1-3), but does include revised deadlines for filing claims with the Clerk of the Court
7 and for filing and serving an answer to the Complaint, as applicable. (*See* Order Directing
8 Execution of Monition and Publication of Notice of Complaint at 2.) Additionally, the
9 Court’s notice directs claimants to serve or mail copies of their claims to Plaintiffs-in-
10 Limitation’s counsel. (*Id.*)

11 Plaintiffs-in-Limitation propose to publish the notice in the San Diego Union-
12 Tribune. (*See* Proposed Order of Injunction and Monition at 4.) Pursuant to this Court’s
13 Local Rules, “[t]he ‘San Diego Daily Transcript’ of San Diego (published by the [D]aily
14 Journal Corporation), being a newspaper of general circulation within the County of San
15 Diego and within the above district . . . [is] designated as the official newspaper[] for
16 publication of all notices required to be published by law or order of this court.” S.D. Cal.
17 CivLR 83.7(a). The Local Rules also authorize the Court “in any case for the convenience
18 of the parties in interest or in the interest of justice, designate[] any other newspaper for
19 publication of notices as the Court may determine.” *Id.* The Court will exercise its
20 discretion to order publication of the notice in the San Diego Union-Tribune rather than
21 the San Diego Daily Transcript. The notice must be published in the San Diego Union-
22 Tribune for four successive weeks prior to the deadline for the filing of claims, which the
23 Court now sets as **January 25, 2024**. Plaintiffs-in-Limitation further propose, and the
24 Court now **ORDERS** Plaintiffs-in-Limitation, to mail a copy of the notice to every person
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1 known to have made a claim against them or the Vessel arising out of the Incident, (*see*
2 Proposed Order of Injunction and Monition at 4).⁵

3 **CONCLUSION**

4 For the above reasons, the Court **ORDERS** that:

5 1. The Amended *Ad Interim* Stipulation and letter of undertaking are approved;

6 2. Pursuant to Rule F(7) of the Supplemental Admiralty Rules, approval of the
7 Amended *Ad Interim* Stipulation and letter of undertaking is without prejudice to the right
8 of any claimant to file a motion demanding that Plaintiffs-in-Limitation's security be
9 increased because (1) the security is less than the value of the Plaintiffs-in-Limitation's
10 interest in the vessel and pending freight or (2) the security is insufficient to carry out the
11 provisions of the statutes relating to claims in respect of loss of life or bodily injury;

12 3. Plaintiffs-in-Limitation's request for issuance of an injunction restraining the
13 commencement or prosecution of other actions arising out of the Incident is **GRANTED**
14 **IN PART AND DENIED IN PART**. Pursuant to the Limitation Act and Rule F(3) of the
15 Supplemental Admiralty Rules, the commencement or further prosecution of any and all
16 claims, suits, actions, or legal proceedings of any kind, nature or description whatsoever
17 against Plaintiffs-in-Limitation or the Vessel, with regard to any and all claims and causes
18 of action that arise from or relate directly or indirectly, to the August 10, 2022 Incident
19 described in Plaintiffs-in-Limitation's Complaint, filed September 20, 2023, including the
20 action *Swift v. Oceansound Investments LLC*, No. 37-2023-00009042-CU-PO-CTL, filed
21 in San Diego Superior Court's Civil Division⁶, is hereby **ENJOINED** and
22 **RESTRAINED**, pending the hearing and determination of this proceeding.

23
24 _____
25 ⁵ The docket reflects that Plaintiffs-in-Limitation already have notified Mr. Swift of this lawsuit,
26 and Mr. Swift has appeared in this lawsuit without contesting the injunctive relief Plaintiffs-in-Limitation
27 seek. (*See* ECF Nos. 4, 7.)

28 ⁶ The Court takes judicial notice of Mr. Swift's state court action pursuant to Federal Rule of
Evidence 201. *Bennett v. Medtronic, Inc.*, 285 F.3d 801, 802 n.2 (9th Cir. 2002) (taking judicial notice of
filings in state court proceeding).

1 4. Pursuant to Rule F(4) of the Supplemental Admiralty Rules, notice shall issue
2 in substantially the same form as set forth in the Court’s concurrently-filed Order Directing
3 Execution of Monition and Publication of Notice of Complaint to all persons asserting
4 claims arising from the Incident, admonishing them to (1) file their respective claims, if at
5 all, with the Clerk of the Court on or before **January 25, 2024** and (2) serve on the attorneys
6 for the Plaintiffs-in-Limitation a copy thereof on or before **January 25, 2024**;

7 5. Such public notice shall be published in the San Diego Union-Tribune, a
8 newspaper published in the San Diego area, once a week for four successive weeks prior
9 to the January 25, 2024 deadline for any claimants to file claims with the Clerk of the
10 Court;

11 6. The publication and mailing of copies of the notice to any claimants pursuant
12 to Rule F(4) of the Supplemental Admiralty Rules shall constitute due notice to all persons
13 asserting claims with respect to which Plaintiffs-in-Limitation’s Complaint seeks
14 limitation or exoneration;

15 7. Any claims filed with the Clerk of the Court must comply with Rule F of the
16 Supplemental Admiralty Rules. Any claimant who desires to contest Plaintiffs-in-
17 Limitation’s right to exoneration from and/or limitation of liability shall file and serve an
18 answer to the complaint on or before **February 15, 2024** unless the claim has included an
19 answer;

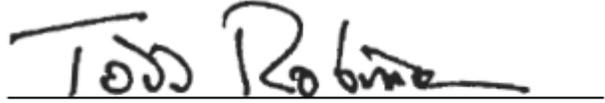
20 8. No later than fourteen days after the electronic docketing of this Order,
21 Plaintiffs-in-Limitation also shall mail a copy of this Order and the concurrently-filed
22 Order Directing Execution of Monition and Publication of Notice of Complaint to every
23 person, including Mr. Swift, known to have made any claim against the Vessel or the
24 Plaintiffs-in-Limitation arising out of the Incident from which the claims sought to be
25 limited arose;

26 9. On or before **February 29, 2024**, pursuant to Rule F(6) of the Supplemental
27 Admiralty Rules, Plaintiffs-in-Limitation shall mail to the attorney for each claimant (or if
28 the claimant has no attorney, to the claimant) a list setting forth (a) the name of each

1 claimant, (b) the name and address of the claimant's attorney (if the claimant is known to
2 have one), (c) the nature of the claim, i.e., whether property loss, property damage, death,
3 personal injury etc., and (d) the amount thereof. If, however, only one claim is filed,
4 Plaintiffs-in-Limitation shall notify the attorney for that claimant (or if the claimant has no
5 attorney, the claimant) that his or her claim is the sole claim that has been filed.

6 **IT IS SO ORDERED.**

7 Dated: December 8, 2023

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9 Honorable Todd W. Robinson
10 United States District Judge
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