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8 UNITED STATES DISTRICT COURT  
 9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 IN ADMIRALTY

11 IN RE: COMPLAINT AND PETITION OF  
 12 WILLIAMS SPORTS RENTALS, INC. AS  
 13 OWNER OF A CERTAIN 2004 YAMAHA  
 14 WAVERUNNER FX 140 FOR  
 15 EXONERATION FROM OR LIMITATION  
 16 OF LIABILITY

) Case No. 2:17-cv-00653-KJM-JDP  
 )  
 ) Hon. Kimberly J. Mueller  
 ) Chief United States District Judge

) **JOINT STIPULATION FOR ORDER**  
 ) **EXTENDING TIME FOR THIRD-PARTY**  
 ) **DEFENDANTS THOMAS SMITH AND**  
 ) **BERKELEY EXECUTIVES, INC., TO FILE**  
 ) **ANSWER TO THE COMPLAINT ON OR**  
 ) **BEFORE JANUARY 22, 2024**

15 MARIAN LATASHA WILLIS, on behalf of the  
 16 Estate of RAESHON WILLIAMS,  
 17 *Respondent/Counter Claimant,*

17 v.

18 WILLIAMS SPORTS RENTALS, INC.,  
 19 *Petitioner/Counter Defendant.*

20 WILLIAMS SPORTS RENTALS, INC.,  
 21 *Petitioner, Counter Defendant, and*  
 22 *Third-party Plaintiff,*

23 v.

24 THOMAS SMITH, KAI PETRICH,  
 25 BERKELEY EXECUTIVES, INC.,  
 26 ZIP, INC., and DOES 1-10,  
 27 *Third-party Defendants.*

28 AND RELATED ACTIONS

1           WHEREAS, Petitioner Williams Sports Rentals (WSR) commenced these admiralty  
2 proceedings under the Limitation of Liability Act (LOLA) 46 U.S.C. § 30529(c), and Admiralty  
3 Rule F(3) on March 28, 2017 (Complaint, ECF No. 1);

4           WHEREAS, Petitioner and Third-Party Plaintiff WSR filed a Third-Party Complaint (TPC)  
5 (ECF No. 92), including its Exhibit A (Smith’s Rental Agreement with WSR) (ECF No. 92-1),  
6 Exhibit B (Smith’s Release and Waiver Form with WSR) (ECF No. 92-2), and Exhibit C (Smith’s  
7 Safety Checklist with WSR) (ECF No. 92-3) seeking indemnification and other relief against  
8 Third-Party Defendants Thomas Smith (Smith) and his company Berkeley Executives, Inc.  
9 (Berkeley) along with others, on February 18, 2020;

10           WHEREAS, no claim or responsive pleading has been filed by either Smith or Berkeley,  
11 each having been served, and the Clerk’s entry of default against all non-appearing claimants as to  
12 the LOLA proceedings (ECF No. 24), entry of default against Berkeley as to WSR’s TPC (ECF No.  
13 106), and entry of default against Smith as to WSR’s TPC (ECF No. 169);

14           WHEREAS, on July 5, 2023 Twin City Fire Insurance and Centinel Insurance Company,  
15 Ltd, filed a Third-Party Complaint against Third-Party Defendants Thomas Smith and Berkeley  
16 Executives, Inc. (ECF No. 162);

17           WHEREAS, no claim or responsive pleading has been filed by ether Thomas Smith and  
18 Berkeley Executives, Inc.’s to Twin City Fire Insurance and Centinel Insurance Company, Ltd.’s  
19 Third-Party Complaint against Third-Party Defendants Thomas Smith and Berkeley Executives,  
20 Inc.;

21           WHEREAS, on July 11, 2023, Third-Party Kai Petrick filed a Third-Party Complaint against  
22 Third-Party Defendants Thomas Smith and Berkeley Executives, Inc. (ECF No. 165);

23           WHEREAS, no claim or responsive pleading has been filed by ether Thomas Smith and  
24 Berkeley Executives, Inc.’s to Kai Petrick’s Third-Party Complaint against Third-Party Defendants  
25 Thomas Smith and Berkeley Executives, Inc.;

26           WHEREAS, on November 1, 2023, Petitioner and Third-Party Plaintiff WSR and Third-  
27 Party Defendants ThomasSmith and Berkeley Executives, Inc. entered into a stipulation  
28 acknowledging service with deadline to answer on or before November 17, 2023 (ECF No. 181 );

1           WHEREAS, on November 8, 2023, the Court adopted Petitioner and Third-Party Plaintiff  
2 WSR and Third-Party Defendants Thomas Smith and Berkeley Executives, Inc.'s stipulation  
3 acknowledging service with deadline to answer on or before November 17, 2023 (ECF No. 185);

4           WHEREAS, on November 17, 2023, Petitioner and Third-Party Plaintiff WSR and Third-  
5 Party Defendants Thomas Smith and Berkeley Executives, Inc. entered into a stipulation  
6 acknowledging service with deadline to answer on or before December 1, 2023 (ECF No. 187 );

7           WHEREAS, on November 28, 2023 the Honorable Kimberly J. Mueller issued a Minute  
8 Order granting the Parties' stipulated request for extension of time for Third-Party Defendants  
9 ThomasSmith and Berkeley Executives, Inc. to answer on or before December 1, 2023 (ECF No.  
10 188);

11           WHEREAS, on December 19, 2023 counsel for Third-Party Defendants Thomas Smith and  
12 Berkeley Executives, Inc. reviewed the California Secretary of State's website and noted that  
13 Berkeley Executives continues to be a suspended corporation (Attached hereto as Exhibit 1 is a true  
14 and correct copy of the California Secretary of State's website reflecting that Berkeley Executives,  
15 Inc is still suspended. In light of the additional time needed for Third-Party Defendants  
16 ThomasSmith and Berkeley Executives, Inc. to continue their efforts to remove state franchise tax  
17 board suspension;

18           WHEREAS, on December 4, 2023, Ms. Albini underwent emergency surgery and was  
19 hospitalized and subsequently released. On December 8, 2023, Ms. Albini was readmitted to the  
20 hospital due to surgical complications and recently released from the hospital. At this time Ms.  
21 Albini has not returned to work. Ms. Albini's urgent medical issues and the fact Berkeley  
22 Executives, Inc status as a suspended corporation necessitates a continuance of the time to respond  
23 to the aforementioned parties complaints on behalf of Mr. Smith and Berkeley Executives, Inc until  
24 January 22, 2024;

25           COMES NOW the parties and stipulate for an Order as follows:

26           Third-Party Defendants Smith and Berkeley shall file their answer(s) to WSR's TPC (ECF  
27 No. 92), Twin City Fire Insurance Company and Sentinel Insurance Company, Ltd.;; TPC (ECF  
28 No. 162), and Kai Petrich's TPC (ECF No. 165), or before **January 22, 2023**.

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So Stipulated.

Dated: December 19, 2023                      **WADE LAW GROUP, A Professional Corporation**

By: \_\_\_\_\_  
DIANNA L. ALBINI  
Attorneys for Third-Party Defendants  
**THOMAS SMITH & BERKELEY EXECUTIVES, INC.**

Dated: December 19, 2023                      **WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP**

By: \_\_\_\_\_  
B. Otis Felder  
Attorneys for Petitioner, Counter Defendant,  
& Third-Party Plaintiff  
**WILLIAMS SPORTS RENTALS, INC.**

ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC., attests that she has been given permission to sign this Stipulation on behalf of Petitioner, Counter Defendant, & Third-Party Plaintiff, WILLIAMS SPORTS RENTALS, INC., by its counsel, B. Otis Felder.

Dated: December 19, 2023                      **COX, WOOTTON, LERNER, GRIFFIN &  
HANSEN LLP**

By: \_\_\_\_\_  
LYNN K. KRIEGER  
Attorneys for Third-Party Complainant/  
Third-Party Defendant, **KAI PETRICH**

ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC., attests that she has been given permission to sign this Stipulation on behalf of Third-Party Complainant/Third-Party Defendant, KAI PETRICH, by his counsel, Lynn K. Krieger.

Dated: December 19, 2023                      **WADE LAW GROUP, A Professional Corporation**

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By: \_\_\_\_\_  
DIANNA L. ALBINI  
Attorneys for Third-Party Defendants  
**THOMAS SMITH & BERKELEY EXECUTIVES, INC.**

Dated: December 19, 2023                      **LAW OFFICE OF DAMIEN MOROZUMI**

By: \_\_\_\_\_  
DAMIEN MOROZUMI  
Attorneys for Third-Party Complainant/  
Third-Party Defendant, **KAI PETRICH**

**ATTESTATION OF PERMISSION TO FILE THIS STIPULATION**

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC.,  
attests that she has been given permission to sign this Stipulation on behalf of Third-Party  
Complainant/Third-Party Defendant, KAI PETRICH, by his counsel, Damien Morozumi.

Dated: December 19, 2023                      **WADE LAW GROUP, A Professional Corporation**

By: \_\_\_\_\_  
DIANNA L. ALBINI  
Attorneys for Third-Party Defendants  
**THOMAS SMITH & BERKELEY EXECUTIVES, INC.**

Dated: December 19, 2023                      **MURPHY, PEARSON, BRADLEY & FEENEY**

By: \_\_\_\_\_  
LAURA R. GREALISH  
Attorneys for Intervenors  
**TWIN CITY FIRE INSURANCE COMPANY  
AND SENTINEL INSURANCE COMPANY,  
LIMITED**

**ATTESTATION OF PERMISSION TO FILE THIS STIPULATION**

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC.,  
attests that she has been given permission to sign this Stipulation on behalf of Intervenors  
TWIN CITY FIRE INSURANCE COMPANY AND SENTINEL INSURANCE COMPANY,  
LIMITED by their counsel, Laura R. Grealish.

1 Dated: December 19, 2023

**WADE LAW GROUP, A Professional Corporation**

2  
3 By: \_\_\_\_\_

DIANNA L. ALBINI

Attorneys for Third-Party Defendants

***THOMAS SMITH & BERKELEY EXECUTIVES, INC.***

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7 **ORDER**

8 Having reviewed the parties' stipulation, ECF No. 192, the court finds extraordinary  
9 circumstances warrant extending the deadline to January 22, 2024, for Thomas Smith and Berkeley  
10 Executives, Inc. to file their answers to (1) Williams Sports Rentals, Inc.'s third party complaint,  
11 ECF No. 92, (2) Twin City Fire Insurance Company and Sentinel Insurance Company Ltd.'s third  
12 party complaint, ECF No. 162, and (3) Kai Petrich's third party complaint, ECF No. 165. The  
13 court will not grant further extensions unless another extraordinary circumstance occurs.

14 IT IS SO ORDERED.

15 DATED: December 20, 2023.

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19 CHIEF UNITED STATES DISTRICT JUDGE  
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