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Attorneys for Claimant/Respondent  
 RON GREEN

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

In the Matter of the Complaint of	)	Case No. 3:14-CV-601 SI
Ross Island Sand & Gravel Co.,	)	
as Owner of the <i>ROLLER</i>	)	<b>CLAIMANT/RESPONDENT RON</b>
<i>BARGE</i> , for Exoneration from or	)	<b>GREEN'S STIPULATION PRESERVING</b>
Limitation of Liability	)	<b>PLAINTIFF ROSS ISLAND SAND &amp;</b>
	)	<b>GRAVEL'S RIGHT TO SEEK</b>
	)	<b>LIMITATION</b>

1           WHEREAS Plaintiff ROSS ISLAND SAND & GRAVEL CO. (“ROSS ISLAND”)  
2 has prayed for limitation and/or exoneration under the Vessel Owners’ Limitation of Liability  
3 Act (“the Act”), 46 U.S.C. §§ 30501, *et seq.*, in connection with a marine casualty that  
4 occurred aboard the pipe scow *Roller Barge* on or about November 17, 2010 (“the subject  
5 casualty”);

6  
7           AND WHEREAS Claimant/Respondent RON GREEN (“GREEN”) is the only person  
8 who has filed a claim against ROSS ISLAND arising out of the subject casualty;

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10           AND WHEREAS Claimant/Respondent GREEN wishes to lift the stay against other  
11 litigation so he may prosecute his rights against Plaintiff ROSS ISLAND before a jury, in the  
12 Superior Court of California;

13           AND WHEREAS Claimant/Respondent GREEN concedes that the value of the *Roller*  
14 *Barge* is \$35,000, but contends that the “Flotilla Doctrine” applies to this case, see e.g. *Valley*  
15 *Line Co. v. Ryan*, 771 F.2d 366, 376 (8<sup>th</sup> Cir. 1985), and therefore reserves whatever right he may  
16 have to argue that the limitation fund herein should include the value of all commonly owned  
17 and controlled vessels, if any, that were engaged at a common enterprise with the *Roller*  
18 *Barge* at the time of the subject casualty;

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21           IT IS HEREBY STIPULATED AND AGREED by and between the parties, acting  
22 by and through their respectively undersigned attorneys of record, that:

23           (1) Plaintiff ROSS ISLAND shall have the right to litigate the issue of whether it  
24 is entitled to limitation and/or exoneration under the Act in this Court, and this Court has  
25 exclusive jurisdiction to determine those issues;

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**Stipulation of Claimant/Respondent Preserving Plaintiff’s Right to Limitation**  
Case No. 3:14-CV-601 SI

1           (2)     Should Plaintiff ROSS ISLAND's entitlement to limitation from liability be  
2 litigated in this Court, Claimant/Respondent GREEN will act in accordance with this Court's  
3 Order of May 23, 2014, Denying without Prejudice His Motion to Increase the Value of the  
4 Limitation Fund, Dkt. 28, and accept whatever amount this Court may ultimately fix as the  
5 value of limitation fund herein;

6  
7           (3)     Claimant/Respondent GREEN will not a seek a determination of the issues set  
8 forth in paragraphs (1) and (2) hereinabove, including the applicability *vel non* of the "Flotilla  
9 Doctrine" mentioned above, in any proceeding other than the instant action and hereby  
10 consents to waive any *res judicata* effect the decisions, rulings, or judgment of any other  
11 forum might have on those issues and further agrees to waive collateral estoppel or issue  
12 preclusion with respect to all matters reserved for the determination of this Court;

13  
14           (4)     Claimant/Respondent GREEN will not seek to enforce any judgment rendered  
15 in any judicial forum, whether against ROSS ISLAND or any person or entity entitled to seek  
16 indemnity or contribution from ROSS ISLAND by way of cross-claim or otherwise that  
17 would expose ROSS ISLAND to liability in excess of the limitation fund, until such time as  
18 this Court has adjudicated ROSS ISLAND's right to limitation with respect to the subject  
19 casualty;

20  
21           (5)     In the event this Court determines that ROSS ISLAND is entitled to limitation  
22 with respect to the subject casualty, Claimant/Respondent will not seek to enforce any  
23 judgment which would require ROSS ISLAND to pay damages in excess of the limitation  
24 fund;

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26           (6)     This Court may lift the stay against state court litigation, and;

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(7) This Court may abate all further proceedings herein until a final judgment has been entered in the action Claimant/Respondent GREEN filed against Plaintiff ROSS ISLAND in Alameda County Superior Court.

Dated: May 27, 2014

By: /s/ THOMAS C. FITZHUGH III  
THOMAS C. FITZHUGH III  
FITZHUGH & ELLIOTT, P.C.  
Attorneys for Plaintiff  
ROSS ISLAND SAND & GRAVEL CO.

Dated: May 27, 201

By: /s/ JOHN R. HILLSMAN  
JOHN R. HILLSMAN  
MCGUINN, HILLSMAN & PALEFSKY  
Attorneys for  
Claimant/Respondent RON GREEN

ATTESTATION OF COUNSEL AS TO SIGNATURE

Pursuant to Civil Local Rule 5-1(i)(3 regarding signatures, John R. Hillsman hereby attests that concurrence in the filing of this document has been obtained.

This action shall be administratively Closed.

