

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF FLORIDA  
PANAMA CITY DIVISION**

IN THE MATTER OF THE COMPLAINT  
OF BILL GORMAN EXCURSION BOAT,  
INC. AS OWNER AND OPERATOR OF  
THE EXCURSION VESSEL M/V  
ASHLEY GORMAN FOR EXONERATION  
FROM OR LIMITATION OF LIABILITY

CASE NO. 5:17cv95-RH/GRJ

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**ORDER DENYING WITHOUT PREJUDICE  
THE MOTION TO DISSOLVE THE INJUNCTION**

This case arises from an allision that occurred at the Port of Panama City, Florida. Aurora Ramirez Leija asserts she was thrown from the M/V Ashley Gorman and suffered serious injuries. The vessel's owner, Bill Gorman Excursion Boats, Inc. ("Gorman") filed this limitation-of-liability action. An order was entered establishing a procedure for submission of claims and enjoining other actions arising from the allision.

Ms. Leija is apparently the only person who asserts a claim arising from the allision. She has moved to dissolve the injunction. As she correctly notes, dissolution of the injunction is permissible upon the claimant's filing of an appropriate stipulation protecting the owner's right to limitation of liability. *See,*

*e.g.*, *Beiswinger Enters. Corp. v. Carletta*, 86 F.3d 1032, 1037 (11th Cir. 1996).

Here, though, Ms. Leija's stipulation falls short. This order denies the motion to dissolve the injunction but grants leave to cure the deficiencies.

There are four possible deficiencies. Not all would be sufficient, standing alone, to require denial of the motion to dissolve the injunction. But they should all be cured in support of any renewed motion.

First, the stipulation waives *res judicata* as a defense to limitation of liability. That could probably be construed to include issue preclusion, but the stipulation should eliminate any doubt by expressly waiving issue preclusion. *See id.* at 1037. Second, the stipulation must expressly include indemnity and contribution claims. *See In re Parks*, No. 2:10-cv-600-FtM-36SPC, 2011 WL 13142462, at \*1 & n.1 (M.D. Fla. Mar. 9, 2011); *Beiswinger*, 86 F.3d at 1044. Third, the stipulation applies to claims in state or federal court, but there are other tribunals; the stipulation must include any forum. And fourth, the stipulation should make clear that if an award in another forum exceeds the limitation fund, Ms. Leija will not attempt to enforce it. *See Parks*, at \*1 & n.2.

For these reasons,

IT IS ORDERED:

The motion to dissolve the limitation injunction, ECF No. 24, is denied without prejudice.

SO ORDERED on November 17, 2018.

s/Robert L. Hinkle  
United States District Judge