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THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TEFIDA, ZAO, and

MARINE FISHING INTERNATIONAL, INC.,

Plaintiffs,

v.

1,925 CARTONS OF CRAB, and

ALYE PARUSA LIMITED LIABILITY
COMPANY,

Defendants.

and

MARINE TREASURES, INC.,

Claimant.

IN ADMIRALTY

Case No. 2:13-cv-00464-RSM

STIPULATED MOTION AND
ORDER FOR INTERLOCUTORY
SALE

The crab at issue in this case has remained in storage for more than a year.

Plaintiffs Tefida, ZAO and Marine Fishing International, Inc. and Claimant Marine Treasures, Inc. (collectively, the "Parties") have agreed to a sale of the arrested/attached crab that is the subject of this case (the "Crab") by the United States Marshal. The Parties

1. jointly move this Court for an order confirming the negotiated terms of sale. A stipulated
2. proposed order is below, which conforms to the following terms:

3. 1. The Parties shall cause the arrested/attached crab that is the subject
4. of this case (the “Crab”) to be inspected by Northwest Seafood Technical Services, Inc.
5. (“NSTSI”), which shall issue a report summarizing the current condition of the Crab
6. (“NSTSI Report”). NSTSI shall provide copies of the NSTSI Report to all counsel of
7. record for all the Parties and to the United States Marshal. The United States Marshal
8. shall make the report available to anyone who requests access to the information.
9.

10. 2. Upon receipt and distribution of the NSTSI Report per paragraph
11. 1, above, plaintiffs will coordinate for the United States Marshal to cause the 1,939 cases
12. of frozen opilio and king crab products arrested and attached pursuant to this Court’s
13. orders dated March 15, 2013 (Docket No. 12) and April 15, 2013 (Docket No. 19) to be
14. sold, free of all liens and encumbrances as soon as practicable and in accordance with the
15. Supplemental Admiralty and Local Rules.
16.

17. 3. Any party to this lawsuit may bid on and purchase the Crab
18. without impact on (i) the merits of the Parties’ claims to the Crab or the proceeds from
19. the sale of the Crab, or (ii) the merits of the causes of action asserted by the Parties in this
20. case.
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DATED this _____ day of April, 2014.

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ORDER

IT IS SO ORDERED.

DATED this 6 day of May 2014.



RICARDO S. MARTINEZ
UNITED STATES DISTRICT JUDGE