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The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

UNITED STATES FIRE INSURANCE
COMPANY, *et al.*,

Plaintiffs/Counterclaim
Defendants,

v.

ICICLE SEAFOODS, INC., *et al.*,

Defendants/Counterclaim
Plaintiffs.

IN ADMIRALTY

NO. 2:20-cv-00401-RSM

STIPULATED MOTION AND ORDER
FOR ENTRY OF JUDGMENT AND
DISBURSEMENT OF REGISTRY FUNDS

**NOTE ON MOTION CALENDAR:
DECEMBER 17, 2021**

The parties hereby stipulate to and jointly move for entry of judgment and disbursement of the funds held in the registry of this Court.

On November 19, 2021, the Court entered its Order Re: Motions for Summary Judgment (“MSJ Order”). Dkt. 144. The MSJ Order held as follows: (i) Washington law applies to the parties’ dispute; (ii) Icicle is not entitled to a jury trial; (iii) “Icicle is required to demonstrate an actual loss sustained of net earnings lost during the 14-day deductible period for the 2017 cod or sockeye salmon seasons”; and (iv) Icicle breached its duty to cooperate with the Insurers as a

STIPULATED MOTION AND ORDER FOR ENTRY OF
JUDGMENT AND DISBURSEMENT OF REGISTRY
FUNDS - 1
No. 2:20-cv-00401-RSM

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W K R P D V # Seattle, WA 98101
F R U G H O O # 206.467.6477

1 matter of law, prejudicing Insurers and thereby discharging the Insurers' obligations under the
 2 policies and warranting summary dismissal of all of Icicle's counterclaims.
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5 The motions that the Court decided in the MSJ Order did not seek judgment on the
 6 Insurers' sole affirmative claim, which seeks declaratory relief. *See* Dkt. 3 at ¶33 ("The Court
 7 should declare the quantum of defendants' actual loss of net earnings, if any, sustained in
 8 consequence of the RM THORSTENSON's main engine damage in December 2016 and as
 9 limited by the policy's terms and conditions, in order to determine the rights and obligations of
 10 the parties and to resolve the controversy between them."). As a result, the MSJ Order did not
 11 dispose of the Insurers' claim for declaratory judgment. However, the parties agree that the
 12 rationale of the MSJ Order entitles the Insurers to summary judgment on their claim for
 13 declaratory relief. Put another way, because the Court held "the Insurers have been discharged
 14 of their obligations arising from the policy," Dkt. 144 at 25, there is no longer any need for the
 15 Court to "declare the quantum of [Icicle's] actual loss of net earnings, if any, sustained" in
 16 connection with Icicle's loss of hire claim.
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29 The parties thus respectfully request that the Court enter the attached proposed Judgment
 30 in a Civil Case. *Cf.* Fed. R. Civ. P. 58(d) ("A party may request that judgment be set out in a
 31 separate document as required by Rule 58(a)."). The parties agree that Icicle's stipulation to
 32 entry of the requested Judgment in a Civil Case pertains only to the form of the attached
 33 proposed Judgment and is in no way a concession as to the substance or merits of any issue.
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 35 Icicle intends to appeal the Judgment, and the parties further expressly agree that Icicle's right of
 36 appeal is fully preserved. The parties likewise agree that the Court should promptly disburse to
 37 Bauer Moynihan & Johnson LLP as counsel for the Insurers the entirety of the \$966,638.48 in
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1 funds deposited by the Insurers in the Court’s registry together with any accrued interest. *See*
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3 Dkt. 40.

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5 A proposed judgment in appropriate form is submitted herewith.
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8
9 DATE: December 17, 2021

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Attorneys for Defendants/Counterclaim Plaintiffs Icicle
Seafoods, Inc., et al.

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29 DATE: December 17, 2021

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Attorneys for Plaintiffs/Counterclaim Defendants
United States Fire Insurance Company, et al.

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1 DATE: December 17, 2021

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Attorneys for Plaintiffs/Counterclaim Defendants
United States Fire Insurance Company, et al.

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IT IS SO ORDERED. The clerk is authorized and directed to draw a check on the funds deposited in the registry of this court in the principal amount of \$966,638.48 plus all accrued interest, minus any statutory users fees, payable to United States Fire Insurance Company, *et al.* and mail or deliver the check to Bauer Moynihan & Johnson LLP as counsel for the Insurers.

DATED this 20th day of December, 2021.



RICARDO S. MARTINEZ
CHIEF UNITED STATES DISTRICT JUDGE