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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

PROSHIPLINE, INC. and EP-TEAM,  
INC.,

Plaintiffs,

v.

ASPEN INFRASTRUCTURES, LTD,  
f/k/a Suzlon Infrastructure, Ltd., et al.,

Defendants.

CASE NO. C07-5660BHS

ORDER REINSTATING  
WRIT OF ATTACHMENT  
ON BEHALF OF EP-TEAM  
INDIVIDUALLY AND  
REVERSING ORDER TO  
REIMBURSE ASPEN FOR  
VALUE OF GARNISHED  
PROPERTY

This matter comes before the Court on the parties' responses to the Court's show cause order (Dkts. 123, 124) regarding the mandate issued in this case by the Ninth Circuit on February 3, 2010. The Court has considered the pleadings filed and the remainder of the file and hereby enters an order following the mandate for the reasons discussed herein.

**I. FACTUAL AND PROCEDURAL BACKGROUND**

On May 6, 2010, this matter was reassigned to the undersigned. Dkt. 119. For a full factual and procedural background, please see the Ninth Circuit's order and opinion

1 in this matter. *ProShipline Inc. v. Aspen Infrastructures Ltd.*, 609 F.3d 960 (9th Cir.  
2 2010). In its order, the Ninth Circuit summarized the nature and substance of the appeal  
3 before it as follows:

4 Plaintiffs-appellants ProShipLine, Inc. and EP-Team, Inc.  
5 appeal from two district court decisions in favor of defendant/appellee  
6 Aspen Infrastructures Ltd. Both decisions involve a writ of maritime  
7 attachment that ProShipLine and EP-Team obtained against Aspen pursuant  
8 to Rule B of the Supplemental Rules for Certain Admiralty and Maritime  
9 Claims to the Federal Rules of Civil Procedure (“Rule B”). The district  
10 court held in the first decision that it could not compel Aspen to post  
11 security in lieu of garnishment. This decision forced ProShipLine and  
12 EP-Team to either waive their right to garnish Aspen’s property pursuant to  
13 a previously obtained Rule B writ or to garnish the property despite alleged  
14 impracticability. The district court, in the second decision, equitably  
15 vacated ProShipLine’s and EP-Team’s Rule B writ and exonerated  
16 security posted for that writ. The district court further ordered ProShipLine  
17 and EP-Team to reimburse Aspen for the value of the property they seized  
18 in accord with that writ.

13 *Id.* at 963. The Ninth Circuit held that “[t]he district court abused its discretion by  
14 vacating the writ as it pertains to EP-Team. The writ *shall* be reinstated on behalf of the  
15 EP-Team individually. Because the writ was improperly vacated as to the EP-Team, the  
16 order to reimburse Aspen for the value of the garnished property is also improper.” *Id.* at  
17 971-972 (emphasis added).

18 On July 22, 2010, following the issuance of the Ninth Circuit’s mandate (Dkt.  
19 121), the Court ordered the parties to show cause as to why the mandate should not be  
20 followed and whether any other issues remain unresolved. Dkt. 122.

## 21 **II. DISCUSSION**

### 22 **A. USCA Mandate**

23 To begin with, the Court concludes that it is bound by the mandate. Therefore, the  
24 Court orders that the writ be reinstated and that the order to improperly reimburse Aspen  
25 for the value of garnished property is vacated. To accomplish this, Aspen is ordered to  
26 replace the sum that was in the Court’s registry prior to this Court’s previous ruling;  
27 doing so will place the parties in the position they were in *ex ante* with respect to the writ  
28

1 and the reimbursement. In short, had the Court not ordered the writ vacated and the  
2 reimbursement paid, this money would have remained in the Court’s registry until the  
3 matter was resolved.

4 **B. Aspen’s Response**

5 Aspen urges the Court to reject the mandate on the basis that the Ninth Circuit did  
6 not have an opportunity to consider extra-judicial proceedings (i.e., arbitration in  
7 Singapore) that took place in between the time that this Court entered its previous ruling  
8 and the time that the Ninth Circuit issued its opinion reversing the same.

9 The Court declines to issue an order inconsistent with the mandate. Aspen has not  
10 provided adequate authority on which this Court could rely in straying from the explicit  
11 directive of the mandate. *See* 609 F.3d 971-972 (ordering that “the writ *shall* be  
12 reinstated”) (emphasis added).

13 **C. EP-Team’s Response**

14 To the extent EP-Team’s response to the Court’s show cause order included  
15 requests for relief not granted herein, the Court concludes that a case schedule should be  
16 set first (i.e., a joint status report will be required of the parties). Once a case schedule is  
17 set, the parties will be permitted to timely brief the Court as to the open issues in this  
18 matter.  
19

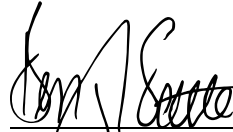
20 **III. ORDER**

21 Therefore, it is hereby **ORDERED** that

- 22 (1) The Writ is reinstated;  
23 (2) The improper reimbursement is reversed;  
24 (3) Aspen must replace the funds that were in the Court’s registry prior to the  
25 Court’s erroneous rulings; and  
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1 (4) The Parties are ordered to file a joint status report, no later than October 1,  
2 2010, as to how and on what schedule this matter should proceed.

3 DATED this 20th day of September, 2010.

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6 BENJAMIN H. SETTLE  
United States District Judge

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