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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

IN ADMIRALTY

IN RE: COMPLAINT AND PETITION OF
WILLIAMS SPORTS RENTALS, INC. AS
OWNER OF A CERTAIN 2004 YAMAHA
WAVERUNNER FX 140 FOR
EXONERATION FROM OR LIMITATION
OF LIABILITY

MARIAN LATASHA WILLIS, on behalf of the
Estate of RAESHON WILLIAMS,

Respondent/Counter Claimant,

v.

WILLIAMS SPORTS RENTALS, INC.,

Petitioner/Counter Defendant.

WILLIAMS SPORTS RENTALS, INC.,

*Petitioner, Counter Defendant, and
Third-party Plaintiff,*

v.

THOMAS SMITH, KAI PETRICH,
BERKELEY EXECUTIVES, INC.,
ZIP, INC., and DOES 1-10,

Third-party Defendants.

AND RELATED ACTIONS

) Case No. 2:17-cv-00653-KJM-JDP

) Hon. Kimberly J. Mueller
) Chief United States District Judge

) **JOINT STIPULATION FOR ORDER**
) **EXTENDING TIME FOR THIRD-PARTY**
) **DEFENDANTS THOMAS SMITH AND**
) **BERKELEY EXECUTIVES, INC., TO FILE**
) **ANSWER TO THE COMPLAINT ON OR**
) **BEFORE JANUARY 22, 2024**

1 WHEREAS, Petitioner Williams Sports Rentals (WSR) commenced these admiralty
2 proceedings under the Limitation of Liability Act (LOLA) 46 U.S.C. § 30529(c), and Admiralty
3 Rule F(3) on March 28, 2017 (Complaint, ECF No. 1);

4 WHEREAS, Petitioner and Third-Party Plaintiff WSR filed a Third-Party Complaint (TPC)
5 (ECF No. 92), including its Exhibit A (Smith's Rental Agreement with WSR) (ECF No. 92-1),
6 Exhibit B (Smith's Release and Waiver Form with WSR) (ECF No. 92-2), and Exhibit C (Smith's
7 Safety Checklist with WSR) (ECF No. 92-3) seeking indemnification and other relief against
8 Third-Party Defendants Thomas Smith (Smith) and his company Berkeley Executives, Inc.
9 (Berkeley) along with others, on February 18, 2020;

10 WHEREAS, no claim or responsive pleading has been filed by either Smith or Berkeley,
11 each having been served, and the Clerk's entry of default against all non-appearing claimants as to
12 the LOLA proceedings (ECF No. 24), entry of default against Berkeley as to WSR's TPC (ECF No.
13 106), and entry of default against Smith as to WSR's TPC (ECF No. 169);

14 WHEREAS, on July 5, 2023 Twin City Fire Insurance and Centinel Insurance Company,
15 Ltd, filed a Third-Party Complaint against Third-Party Defendants Thomas Smith and Berkeley
16 Executives, Inc. (ECF No. 162);

17 WHEREAS, no claim or responsive pleading has been filed by ether Thomas Smith and
18 Berkeley Executives, Inc.'s to Twin City Fire Insurance and Centinel Insurance Company, Ltd.'s
19 Third-Party Complaint against Third-Party Defendants Thomas Smith and Berkeley Executives,
20 Inc.;

21 WHEREAS, on July 11, 2023, Third-Party Kai Petrick filed a Third-Party Complaint against
22 Third-Party Defendants Thomas Smith and Berkeley Executives, Inc. (ECF No. 165);

23 WHEREAS, no claim or responsive pleading has been filed by ether Thomas Smith and
24 Berkeley Executives, Inc.'s to Kai Petrich's Third-Party Complaint against Third-Party Defendants
25 Thomas Smith and Berkeley Executives, Inc.;

26 WHEREAS, on November 1, 2023, Petitioner and Third-Party Plaintiff WSR and Third-
27 Party Defendants ThomasSmith and Berkeley Executives, Inc. entered into a stipulation
28 acknowledging service with deadline to answer on or before November 17, 2023 (ECF No. 181);

1 WHEREAS, on November 8, 2023, the Court adopted Petitioner and Third-Party Plaintiff
2 WSR and Third-Party Defendants Thomas Smith and Berkeley Executives, Inc.'s stipulation
3 acknowledging service with deadline to answer on or before November 17, 2023 (ECF No. 185);

4 WHEREAS, on November 17, 2023, Petitioner and Third-Party Plaintiff WSR and Third-
5 Party Defendants Thomas Smith and Berkeley Executives, Inc. entered into a stipulation
6 acknowledging service with deadline to answer on or before December 1, 2023 (ECF No. 187);

7 WHEREAS, on November 28, 2023 the Honorable Kimberly J. Mueller issued a Minute
8 Order granting the Parties' stipulated request for extension of time for Third-Party Defendants
9 ThomasSmith and Berkeley Executives, Inc. to answer on or before December 1, 2023 (ECF No.
10 188);

11 WHEREAS, on December 19, 2023 counsel for Third-Party Defendants Thomas Smith and
12 Berkeley Executives, Inc. reviewed the California Secretary of State's website and noted that
13 Berkeley Executives continues to be a suspended corporation (Attached hereto as Exhibit 1 is a true
14 and correct copy of the California Secretary of State's website reflecting that Berkeley Executives,
15 Inc is still suspended. In light of the additional time needed for Third-Party Defendants
16 ThomasSmith and Berkeley Executives, Inc. to continue their efforts to remove state franchise tax
17 board suspension;

18 WHEREAS, on December 4, 2023, Ms. Albini underwent emergency surgery and was
19 hospitalized and subsequently released. On December 8, 2023, Ms. Albini was readmitted to the
20 hospital due to surgical complications and recently released from the hospital. At this time Ms.
21 Albini has not returned to work. Ms. Albini's urgent medical issues and the fact Berkeley
22 Executives, Inc status as a suspended corporation necessitates a continuance of the time to respond
23 to the aforementioned parties complaints on behalf of Mr. Smith and Berkeley Executives, Inc until
24 January 22, 2024;

25 COMES NOW the parties and stipulate for an Order as follows:

26 Third-Party Defendants Smith and Berkeley shall file their answer(s) to WSR's TPC (ECF
27 No. 92), Twin City Fire Insurance Company and Sentinel Insurance Company, Ltd.;s TPC (ECF
28 No. 162), and Kai Petrich's TPC (ECF No. 165), or before **January 22, 2023**.

1 So Stipulated.

2
3 Dated: December 19, 2023

WADE LAW GROUP, A Professional Corporation

4 By: _____

5 DIANNA L. ALBINI

Attorneys for Third-Party Defendants

6 ***THOMAS SMITH & BERKELEY EXECUTIVES, INC.***

7 Dated: December 19, 2023

**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**

8
9 By: _____

10 B. Otis Felder

Attorneys for Petitioner, Counter Defendant,
& Third-Party Plaintiff

11 ***WILLIAMS SPORTS RENTALS, INC.***

12
13 ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

14 Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES,
15 INC., attests that she has been given permission to sign this Stipulation on behalf of Petitioner,
16 Counter Defendant, & Third-Party Plaintiff, WILLIAMS SPORTS RENTALS, INC., by its
17 counsel, B. Otis Felder.

18 Dated: December 19, 2023

**COX, WOOTTON, LERNER, GRIFFIN &
HANSEN LLP**

19
20 By: _____

21 LYNN K. KRIEGER

Attorneys for Third-Party Complainant/
Third-Party Defendant, **KAI PETRICH**

22
23 ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

24 Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC.,
25 attests that she has been given permission to sign this Stipulation on behalf of Third-Party
26 Complainant/Third-Party Defendant, KAI PETRICH, by his counsel, Lynn K. Krieger.

27 Dated: December 19, 2023

WADE LAW GROUP, A Professional Corporation

By: _____
DIANNA L. ALBINI

Attorneys for Third-Party Defendants
THOMAS SMITH & BERKELEY EXECUTIVES, INC.

Dated: December 19, 2023

LAW OFFICE OF DAMIEN MOROZUMI

By: _____
DAMIEN MOROZUMI

Attorneys for Third-Party Complainant/
Third-Party Defendant, **KAI PETRICH**

ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC.,
attests that she has been given permission to sign this Stipulation on behalf of Third-Party
Complainant/Third-Party Defendant, KAI PETRICH, by his counsel, Damien Morozumi.

Dated: December 19, 2023

WADE LAW GROUP, A Professional Corporation

By: _____
DIANNA L. ALBINI

Attorneys for Third-Party Defendants
THOMAS SMITH & BERKELEY EXECUTIVES, INC.

Dated: December 19, 2023

MURPHY, PEARSON, BRADLEY & FEENEY

By: _____
LAURA R. GREALISH

Attorneys for Intervenor
**TWIN CITY FIRE INSURANCE COMPANY
AND SENTINEL INSURANCE COMPANY,
LIMITED**

ATTESTATION OF PERMISSION TO FILE THIS STIPULATION

Counsel for Third-Party Defendants, THOMAS SMITH and BERKELEY EXECUTIVES, INC.,
attests that she has been given permission to sign this Stipulation on behalf of Intervenor
TWIN CITY FIRE INSURANCE COMPANY AND SENTINEL INSURANCE COMPANY,
LIMITED by their counsel, Laura R. Grealish.

1 Dated: December 19, 2023

WADE LAW GROUP, A Professional Corporation

2
3 By: _____

DIANNA L. ALBINI

Attorneys for Third-Party Defendants

THOMAS SMITH & BERKELEY EXECUTIVES, INC.

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7 **ORDER**

8 Having reviewed the parties' stipulation, ECF No. 192, the court finds extraordinary
9 circumstances warrant extending the deadline to January 22, 2024, for Thomas Smith and Berkeley
10 Executives, Inc. to file their answers to (1) Williams Sports Rentals, Inc.'s third party complaint,
11 ECF No. 92, (2) Twin City Fire Insurance Company and Sentinel Insurance Company Ltd.'s third
12 party complaint, ECF No. 162, and (3) Kai Petrich's third party complaint, ECF No. 165. The
13 court will not grant further extensions unless another extraordinary circumstance occurs.

14 IT IS SO ORDERED.

15 DATED: December 20, 2023.

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18 _____
19 CHIEF UNITED STATES DISTRICT JUDGE
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