

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

**MIGUEL RUIZ, HUSAIN SALAH,
MOHAMED ABDELWAHAM,
ANDREW BRZEZINSKI,
MARIO CLOTTER, HECTOR
SANCHEZ, CLIFFORD LACON,
and JIMMY SABGA, RICHARD HICKS**

Plaintiff,

v.

**Civil Action No.:CL12-1617
Plaintiff Demands Trial by Jury**

WATERMAN STEAMSHIP CORPORATION,

and

MAERSK LINE, LIMITED

Defendants.

COMPLAINT

MIGUEL RUIZ, HUSAIN SALAH, MOHAMED ABDELWAHAM, ANDREW BRZEZINSKI, MARIO CLOTTER, HECTOR SANCHEZ, CLIFFORD LACON, and JIMMY SABGA and RICHARD HICKS by counsel, and for causes of action against the Defendants, WATERMAN STEAMSHIP CORPORATION and MAERSK LINE, LIMITED, jointly and severally, allege as follows:

FACTS APPLICABLE TO ALL CLAIMS

1. Plaintiff Miguel Ruiz (“Plaintiff” or “Ruiz”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

2. Plaintiff Husain Salah (“Plaintiff” or “Salah”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

3. Plaintiff Mohamed Abdelwaham (“Plaintiff” or “Abdelwaham”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

4. Plaintiff Andrew Brzezinski (“Plaintiff” or “Brzezinski”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

5. Plaintiff Mario Clotter (“Plaintiff” or “Clotter”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

6. Plaintiff Hector Sanchez (“Plaintiff” or “Sanchez”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

7. Plaintiff Clifford Lacon (“Plaintiff” or “Lancon”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

8. Plaintiff Jimmy Sabga (“Plaintiff” or “Sabga”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

9. Plaintiff Richard Hicks. (“Plaintiff” or “Hicks”) is a U.S. citizen and an American Seaman, and files this action under the general maritime law of the United States, the maritime law of the United States as modified the Jones Act 1920, 46 U.S.C. § 30104.

1. Defendant WATERMAN STEAMSHIP CORPORATION (“Waterman”) is a corporation having its office in Mobile, Alabama, and engaged in and conducting business in the City of Mobile and State of Alabama. The Court has jurisdiction over Defendant Waterman.

2. Defendant MAERSK LINE, LIMITED (“Maersk”) is a corporation having an office in the City of Mobile, Alabama, and engaged in and conducting business in the

City of Mobile and State of Alabama. The Court has jurisdiction over Defendant Maersk.

3. Venue is proper in the City of Mobile, Alabama.

4. In accordance with the terms of the Jones Act, this action is not removable to U.S. District Court.

5. At all times material to the Complaint, Defendant Waterman owned, owned *pro hac vice*, manned, managed, chartered, leased, operated, crewed and/or controlled the vessel MAERSK ALABAMA, an ocean going vessel.

6. At all times material to this Complaint, Defendant Maersk owned, owned *pro hac vice*, manned, managed, chartered, leased, operated, crewed and/or controlled the container vessel MAERSK ALABAMA, an ocean going vessel.

7. At all times material to this Complaint, Plaintiff was employed by Defendants as an American seaman and member of the crew of MAERSK ALABAMA.

8. At all times material to this Complaint, MAERSK ALABAMA was an American flagged vessel in navigation upon navigable waters.

9. On or about April 6, 2009, Defendants received notice and warning to sail at least 600 miles off the coast of Somalia because pirates were in the region and taking hostage ships and their crews.

10. In the days or hours leading up to April 8, 2009, MAERSK ALABAMA was transiting the Gulf of Aden off the coast of Somalia bound for port in Kenya.

11. In spite of the notices and warnings, Defendants, through their officers, employees, and/or agents, made the decision to sail and did sail MAERSK ALABAMA within approximately 250 miles off of the coast of Somalia.

12. Defendants knowingly, intentionally and willfully sent their employees, including Plaintiffs, into an area where pirates were attacking merchant vessels. Despite knowingly exposing their employees and the Plaintiffs to such grave danger, Defendants failed to take adequate steps to provide appropriate levels of security and safety for their employees, including Plaintiffs.

13. Defendants showed a willful, wanton and conscious disregard for the safety of Plaintiffs and other officers and crew of the MAERSK ALABAMA and did so primarily for financial gain.

14. On or about April 8, 2009, Somalian pirates attacked and boarded MAERSK ALABAMA.

15. On or about the same date, Plaintiffs and other crew members of MAERSK ALABAMA were taken hostage.

16. Beginning on or about April 8, 2009 while working in the course and scope of his employment aboard and in the active service of MAERSK ALABAMA, Plaintiffs suffered serious and permanent physical and emotional injuries.

17. Plaintiffs suffered injuries to his left knee, back and body generally, together with severe emotional distress and mental anguish, including Post Traumatic Stress Disorder (PTSD) and sleep disorders, and other physical and emotional injuries which will be proved at trial.

18. Plaintiffs suffered severe pain, discomfort, mental anguish, loss of function and distress, inconvenience and humiliation to date, and in all reasonable probability, the injuries and damages are permanent and will continue into the future.

19. Plaintiffs incurred in the past and will incur in the future, medical, hospital, pharmaceutical, and other expenses in connection with the physical and emotional injury he suffered and continues to suffer as a result of the incident which is the basis for the Complaint.

20. The injuries they suffered rendered Plaintiffs not fit for duty and unable to work for a period of time, unable to return to his calling, and caused him permanent physical and emotional injuries from which he shall never recover. As a result, Plaintiffs suffered a loss of earnings in the past, as well as a loss of future earnings and loss of earning capacity.

21. All of Plaintiffs's injuries and damages were proximately caused by the negligence of Defendants and the unseaworthiness of MAERSK ALABAMA.

22. The incident described above was proximately caused by the negligence and gross negligence of Defendants, one or both of them, and by the unseaworthiness of MAERSK ALABAMA, for which Defendants are jointly and severally responsible.

COUNT I
NEGLIGENCE

23. Plaintiffs repeat, reiterate and reallege each and every allegation contained in the paragraphs of this Complaint written above with the same force and effect as if more fully set forth at length in this document.

24. Defendants, through their agents, servants and /or employees, were negligent for the following reasons:

- (a) Defendants failed to heed official warnings regarding the presence of pirates in waters where the vessel sailed;
- (b) Defendants failed to take evasive action to avoid the area where pirates were present and know to be actively attacking vessels and taking merchant vessels and their crews hostage;
- (c) Defendants intentionally sailed into waters where pirates were present and knowingly placed Plaintiffs in harm's way;
- (d) Defendants intentionally and knowingly placed Plaintiffs in harm's way for reasons of financial gain;
- (e) Defendants failed to provide a safe place in which to work;
- (f) Defendants failed to provide appropriate levels of security to protect Plaintiffs;
- (g) Defendants failed to establish appropriate policy and failed to promulgate and enforce reasonable rules and regulations for the performance of the work on the vessel in such a manner to provide for the safety of Plaintiffs and other members of the officers and crew in the performance of their duties;
- (h) Defendants failed to adequately inspect and insure the proper operation of the vessel, its appurtenances and equipment so as to eliminate the risk of injuries to their employees;
- (i) Defendants failed to provide the Plaintiffs with the proper training, assistance, manning, security, tools, and equipment for the

performance of the work which he was obliged to do at the aforesaid time and place;

- (j) Defendants failed to adequately warn the Plaintiffs of the dangerous, unsafe and unseaworthy condition;
- (k) Defendants failed to provide a competent crew for the vessel;
- (l) Defendants failed to provide adequate and safe equipment and vessel appurtenances;
- (m) And other particulars to be shown at the trial of this case.

25. The Plaintiffs' injuries were through no fault, negligence, or carelessness on his part and were wholly caused by the negligence of Defendants, one or both of them, through their agents, servants and/or employees.

26. As a result of the incident, Plaintiffs suffered serious injuries; Plaintiffs suffered and continues to suffer disability; Plaintiffs experienced much pain, suffering, anxiety, inconvenience, humiliation, mental anguish and emotional distress and will continue to do so in the future; Plaintiffs incurred medical bills and will continue to incur medical bills for injuries he suffered in the past and will suffer in the future; Plaintiffs suffered a substantial loss of wages due to the injury and will continue to do so in the future; Plaintiffs suffered a loss of ability to earn wages to support himself and his family; and Plaintiffs incurred physician and medical expenses and will continue to do so in the future.

27. This cause of action is brought under the Jones Act.

COUNT II
UNSEAWORTHINESS

28. Plaintiffs repeats, reiterate and realleges each and every allegation contained in the paragraphs of this Complaint written above with the same force and effect as if more fully set forth at length in this document.

29. On the date of the pirate attacks, MAERSK ALABAMA was unseaworthy as that term is defined in maritime law.

30. Defendants owed Plaintiffs a duty to furnish a safe and seaworthy vessel.

31. Defendants failed to provide a safe vessel and seaworthy vessel and as a result the Plaintiffs suffered serious harm.

32. Defendants are jointly and severally responsible for the unseaworthy condition aboard MAERSK ALABAMA.

33. As a result of the incident, Plaintiffs suffered serious injuries; Plaintiffs suffered and continues to suffer disability; Plaintiffs experienced much pain, suffering, anxiety, inconvenience, humiliation, mental anguish and emotional distress and will continue to do so in the future; Plaintiffs incurred medical bills and will continue to incur medical bills for injuries they suffered in the past and will suffer in the future; Plaintiffs suffered a substantial loss of wages due to the injury and will continue to do so in the future; Plaintiffs suffered a loss of ability to earn wages to support themselves and their family; and Plaintiffs incurred physician and medical expenses and will continue to do so in the future.

COUNT III
WANTONNESS AND PUNITIVE DAMAGES

34. Plaintiffs repeat, reiterate and reallege each and every allegation contained in the paragraphs of this Complaint written above with the same force and effect as if more fully set forth at length in this document.

35. Defendants acted intentionally, willfully, wantonly and with conscious disregard for the safety of Plaintiffs and the crew of MAERSK ALABAMA for the purpose of financial gain when the Defendants caused MAERSK ALABAMA to sail into pirate infested waters in spite of official warnings, in failing to provide adequate anti-pirate security for MAERSK ALABAMA, and for other reasons set forth in the paragraphs above.

36. Furthermore, Defendants failed to take evasive action(s) once they knew that the probability of attack was imminent, thereby risking the lives of the crew of the MAERSK ALABAMA and Plaintiffs.

37. As a result of Defendants' wanton and intentional acts, Plaintiff seeks and is entitled to recover punitive damages.

COUNT IV
MAINTENANCE AND CURE

38. Plaintiffs repeat, reiterate and realleges each and every allegation contained in the paragraphs of this Complaint written above with the same force and effect as if more fully set forth at length in this document.

39. The Plaintiffs were injured in the service of MAERSK ALABAMA while employed by Defendants as a seaman.

40. Pursuant to general maritime law, Plaintiffs are entitled to collect and Defendants are obligated to pay to Plaintiffs reasonable maintenance and cure for the period of Plaintiffs' disability.

41. Furthermore, Plaintiffs are entitled to collect and Defendant is obligated to pay to Plaintiffs reasonable attorney's fees for cost of collection of maintenance and cure.

42. Defendants failed to pay reasonable maintenance and cure.

43. This is a claim for maintenance and cure, and for damages and attorney fees for having to seek collection of maintenance and cure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment be entered against Defendants Waterman Steamship Corporation and Maersk Line, Limited, jointly and severally, for the following:

- (a) Compensatory damages in such amount as may be determined by the jury at trial;
- (b) Reasonable maintenance and cure to be determined by the Court as just and proper.
- (c) Reasonable attorneys fees for collection of reasonable maintenance and cure.
- (d) Punitive damages in such amount as may be assessed by the jury at trial.

- (e) Interest on all sums awarded beginning April 8, 2009.
- (f) Reimbursement of all taxable costs necessary to maintain this action.
- (g) All general and equitable relief which this Court can afford the Plaintiff.

Plaintiffs demand a jury on all triable issues.

Dated this 9TH DAY OF APRIL, 2012

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