

Cause No. 2014-60458

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| Wren Thomas | § | In the District Court of |
| | § | |
| vs. | § | Harris County, Texas |
| | § | |
| Chevron USA, Inc., and Edison Chouest Offshore, LLC | § | ___ Judicial District |

Original Petition
Request for Jury Trial and Request for Initial Disclosures

Wren Thomas, by counsel, and for causes of action against the Defendants, Chevron USA, Inc., and Edison Chouest Offshore, LLC, jointly and severally, allege as follows:

General Allegations: Parties, Jurisdiction, and Venue

1. Captain Wren Thomas 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. Defendant Edison Chouest Offshore, Inc. is a Louisiana corporation headquartered in Galliano, Louisiana and may be served by serving its registered agent, Gary Chouest, E. 118th Street, Galliano, LA 70354.¹
3. Defendant Chevron USA, Inc. is a Pennsylvania corporation, self-declared as headquartered in San Ramon, California, but maintains such substantial contact with the state of Texas so as to be fairly regarded at home in Texas. Chevron USA, Inc.'s

¹ From time to time herein, Defendant Edison Chouest Offshore, Inc., is referred to as "Defendant ECO" or "ECO".

main office within the state of Texas are located in Harris County, Texas. Chevron USA, Inc. may be served in this state by serving its registered agent, Prentice-Hall Corp System, Inc., 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.^{2,3}

4. Venue is proper in Harris County, Texas pursuant to Texas Civil Practices & Remedies Code Section 15.018.

5. Personal jurisdiction is proper under general and specific jurisdiction. In accordance with the terms of the Jones Act, this action is not removable to U.S. District Court.

6. At all times material to the Complaint, Defendant ECO owned, owned *pro hac vice*, manned, managed, chartered, leased, operated, crewed and/or controlled the vessel *C-Retriever*, an ocean-going vessel.

7. At all times material to this Petition, Captain Thomas was employed by Defendants as an American seaman and member of the crew of *C-Retriever*.

8. At all times material to this Petition, *C-Retriever* was an American flagged vessel in navigation upon navigable waters.

General Allegations Relating to Defendants' Fault

9. Since 2011, West Africa coast near Nigeria region saw a marked spike in piracy and armed maritime robbery, carried out by a more tactically advanced, aggressive brand of pirate. In 2013, thirty piracy incidents were reported to occur in the Gulf of

² From time to time herein, Defendant Chevron USA, Inc., is referred to as "Defendant Chevron" or "Chevron".

³ From time to time herein, Defendant Chevron USA, Inc. and Defendant Edison Chouest Offshore, Inc. are collectively referred to as "Defendants".

Guinea, three times as many as reported to occur than the more highly-publicized pirate zone off the coast of Somalia.⁴ Piracy motives in the area include hostage and ransom of westerners, fuel theft, and politically motivated terrorism.

10. Defendants, Chevron and ECO, involved in substantial offshore production activities in the region, were aware of the problem of piracy in the region and growing security risks for its officers and crews. In July 2010, after ECO's vessel *Fast Servant* received threats, pirates kept true to their threats: The vessel was boarded, its officers and crew placed under gunfire, two American captains were brutally beaten, and the vessel's specialized technology was stolen. Again, in November 2011, three men employed by ECO aboard the *C-Endeavor* supporting Chevron operations were attacked and taken hostage. These are just examples; other ECO vessels had been attacked in recent years leading up to the events that make the basis of this lawsuit including ECO's foreign flagged supply vessel *C-Viking* only weeks before.

11. Despite these other similar incidents, Chevron and ECO failed to take appropriate remedial measures to protect its employees. Chevron and ECO failed to develop a practical protocol or strategy for handling the problem piracy in the region and continued to perpetuate their flawed practices, which included use of VHF radios to communicate locations and instructions vessels, rather than more secure satellite phones. Defendants did this presumably to save money. This policy significantly

⁴ This data is available from International Maritime Bureau at <http://www.icc-ccs.org/piracy-reporting-centre/live-piracy-map>.

increased the dangers to officers and crew because it allowed potential hijackers to monitor locations and destinations of vessels in the region.

12. On July 5, 2011, Plaintiff Wren Thomas became captain of the *C-Retriever*, a supply vessel supporting the Chevron platform operations in the Agbami Field off the coast of Nigeria. After he began working in the region, Captain Thomas recognized the security crisis and began repeatedly expressing his concerns to ECO and Chevron about the security and safety of the vessel, including the fact that the vessel was too old, too slow, and not equipped with state of the art anti-piracy countermeasures.

13. In the Spring of 2013, while working aboard the *C-Retriever*, Thomas began receiving various disturbing messages, including specific death threats over the VHF Radio—the same medium that Defendants would use to broadcast vessel route and security information. Thomas also received targeted threats and death threats to vessel's local cell phone. Captain Thomas reported these specific threats to his Chevron area manager and his supervisors at ECO. Captain Thomas was assured that the problems would be and were taken care of and Thomas was asked to stay on the vessel due to the fact that if he did get off, the vessel would lose thousands of dollars in down time and possibly its contract with Chevron.

14. The company also received an email from an anonymous source directed to Ben

Sanamo, which discussed Captain Thomas. The communication concluded with statement that Wren should not return to Nigeria for his mid-Fall hitch.

15. In light of these threats, the dangerous conditions, and Defendants failure to take appropriate safety measures, Captain Thomas requested to be transferred. However, as of October 2013, ECO had still not effected his transfer and Captain Thomas was left to continue working in the West African zone of terror.

16. On October 17, 2013, ECO received a detailed threat from a militant group in state of Bayelsa, Nigeria. The group threatened to kidnap ECO vessel crews and burn their vessels if certain demands were not met. In response to this threat, ECO circulated a warning to its vessels in the region and encouraged the crews on the *Bushbuck*, *C-Endeavor*, and *C-Retriever* to “stay very vigilant at all times and review . . . Security plans.” In other words, despite specific threats to specific ships Defendants reaction was apparently to tell its Captains to “be careful.”

17. For reasons that remain unclear, just four days after this violent threat, on October 22, 2013, Defendants contacted and ordered Captain Thomas to embark on a special supply run from Onne, Nigeria to the Mere and Pennington fields. The route would take Captain Thomas into one of the most pirate-infested areas in West Africa, and directly closer to the source of the recent threats in Bayelsa, Nigeria.

18. Captain Thomas disputed the orders with Defendants but was ultimately

overruled, and forced to embark on a mission that he knew would make the *C-Retriever* a sitting duck for pirates and hijackers.

19. Captain Thomas and his crew on the *C-Retriever* departed on October 22, 2013, and in accordance with usual practice Defendants broadcast its route information, locations and instructions through the VHF radios. While in route to their delivery point, at around 3:00am on October 23, 2013, the *C-Retriever* was attacked by Nigerian pirates.

20. The *C-Retriever* was not equipped with a *citadel*, a specially fortified safe-room on the vessel engineered for protecting officers and crew in the event of a pirate boarding. Captain Thomas and the majority of his crew attempted to evade capture by taking refuge in the vessel's Bulk Tank Room. However, after six hours, the pirates were able to breach the room and open gunfire on Captain Thomas and his crew. To avoid loss of life, Thomas and his engineer were forced to surrender.

21. Captain Thomas was forced to watch the pirates attack three shrimping-type vessels and witnessed tremendous physical abuse to these crews before he was taken to various holding camps, where he was malnourished, tortured and held captive for 18 days. While in captivity, Captain Thomas was treated like an animal and developed the realistic expectation of his imminent death among his captors, whether by their hands or by falling prey to disease.

22. Ultimately, Defendants knowingly, intentionally and willfully sent their

employees, including Captain Thomas into an area where pirates were attacking vessels and specifically targeting ECO vessels. Despite knowingly exposing their employees and Captain Thomas to such grave danger, Defendants failed to take adequate steps to provide appropriate levels of security and safety for their employees, including Captain Thomas. Defendants showed a willful, wanton and conscious disregard for the safety of Captain Thomas and other officers and crew of the *C-Retriever*. Thomas was certified as a ships security officer but neither him nor his crew received any formal education by ECO in the handling of pirates. The captains were forced to write their own station bills on what to do in the event of a piracy attack with no formal education on how to handle them to include nothing in the “ships security plan”.

General Allegations relating to the Captain’s Injuries & Damages

23. Beginning on or about October 23, 2013 while working in the course and scope of his employment aboard and in the active service of *C-Retriever*, Captain Wren Thomas suffered serious and permanent physical and emotional injuries. Captain Thomas was held hostage in a fly, mosquito and pollution infested camp in the Nigerian swamps, deprived of adequate food and basic hygiene for 18 days.

24. Captain Thomas suffered injuries to his body generally, together with severe emotional distress and mental anguish, including Post-Traumatic Stress Disorder (PTSD) and sleep disorders, increased blood pressure, infection, and other physical and emotional injuries which will be proved at trial.

25. Captain Thomas suffered severe pain, discomfort, mental anguish, loss of function and distress, inconvenience and humiliation to date, terror and in all reasonable probability, the injuries and damages are permanent and will continue into the future. The traumatic event has caused a number of problems in addition to his physical injuries, including financial difficulties and marital discord.

26. Captain Thomas 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.

27. The injuries he suffered rendered Captain Thomas 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, Captain Thomas suffered a loss of earnings in the past, as well as a loss of future earnings and loss of earning capacity.

28. All of Captain Thomas' injuries and damages were proximately caused by the negligence of Defendants, the unseaworthiness of *C-Retriever*, and the Defendants' disregard of their maintenance and cure obligations.

Seaman's Cause of Action:

**Jones Act Negligence, Negligence Per Se, Gross Negligence, Unseaworthiness,
Maintenance & Cure**

29. Captain Thomas repeats, reiterates 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.
30. Defendants, through their agents, servants and/or employees, were negligent, negligent per se, and grossly negligent for the following reasons:
- (a) failure to heed official warnings regarding the presence of pirates in waters where the vessel sailed;
 - (b) failure take evasive action to avoid the area where pirates were present and know to be actively attacking vessels and taking similar vessels and their crews hostage;
 - (c) intentionally leading the *C-Retriever* into waters where pirates were present and knowingly placed Plaintiffs in harm's way;
 - (d) intentionally and knowingly placing Captain Thomas in harm's way, for reasons of financial gain;
 - (e) intentionally broadcasting the *C-Retriever's* route information through VHF airwaves, despite open access to the airwaves,
 - (f) failure to provide a safe place in which to work;
 - (g) failure to provide adequate security personnel and or security vessel escorts;
 - (h) failure to properly address the specific threats to Captain Thomas' person;
 - (i) failure to comply with applicable safety regulations, standards, customs, and/or practices
 - (j) failure to provide appropriate levels of security to protect Captain Thomas.

- (k) failure 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 Captain Thomas and other members of the officers and crew in the performance of their duties;
- (l) failure to take corrective measures despite multiple pre-attack warnings;
- (m) failure to “harden the target” despite multiple pirate attacks, hijackings, and kidnappings in the region;
- (n) failure to adequately warn Captain Thomas of the dangerous, unsafe and unseaworthy condition;
- (o) failure to provide a competent crew for the vessel;
- (p) failure to provide adequate and safe equipment and vessel appurtenances;
- (q) And acts of negligence, negligence per se, and gross negligence to be shown at the trial of this case.

31. Captain Thomas’ 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.

32. As a result of the incident, Captain Thomas suffered serious injuries; Captain Thomas suffers and continues to suffer disability; He experienced much pain, suffering, anxiety, inconvenience, humiliation, mental anguish, emotional distress and other personal injuries and will continue to do so in the future; Captain Thomas has incurred medical bills and will continue to incur medical bills for injuries he suffered in the past and will suffer in the future; Captain Thomas has suffered a substantial loss of wages due to the injury and will continue to do so in the future; Captain Thomas suffered a

loss of ability to earn wages to support himself and his family; and he has incurred physician and medical expenses and will continue to do so in the future.

33. Specifically, with respect to the above mentioned damages to Captain Thomas' past and future wage and employment losses, Captain Thomas has been required to surrender his USCG license because he has been unable to pass the required physical. His prospects for ever passing the physical remain questionable.

34. Defendants negligent acts and their failure to provide a seaworthy vessel was intentionally, willfully, wantonly and with conscious disregard for the safety of Captain Thomas and the crew of *C-Retriever* for the purpose of financial gain; specifically, such acts include when the Defendants caused *C-Retriever* to sail into pirate infested waters in spite of warnings, in failing to provide adequate anti-pirate security for *C-Retriever*, and for other reasons set forth in the paragraphs above.

35. 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 *C-Retriever*. As a result of Defendants' wanton and intentional acts, Captain Thomas seeks and is entitled to recover punitive damages.

36. Captain Thomas was injured in the service of *C-Retriever* while employed by Defendant as a seaman. Despite his horrific experience, Defendants have failed to recognize the debilitating impact of Captain Thomas's experience and have failed to provide maintenance and cure.

37. Pursuant to general maritime law, Captain Thomas is entitled to collect and Defendants are obligated to pay reasonable maintenance and cure for the period of his disability.

38. Furthermore, Captain Thomas is entitled to collect and Defendant is obligated to pay reasonable attorney's fees for cost of collection of maintenance and cure.

39. Defendants failed to pay reasonable maintenance and cure that has been presented. Specifically, with respect to maintenance payments, although ECO has paid some maintenance payments, the amount that has been paid is inadequate to serve the legal and historical purpose of the maintenance doctrine. Maintenance has only been provided on an arbitrary and inconsistent basis.

40. Specifically, with respect to cure, ECO failed to cover necessary medical treatments immediately following Captain Thomas' return from captivity. ECO failed to promptly provide the financial assistance for such treatments (e.g., cure) despite having been provided written notice of the need for such treatments. ECO's unwarranted delay caused Captain Thomas significant financial burden and emotional distress.

41. Captain Thomas brings a claim for maintenance and cure, and for damages and attorneys' fees for having to seek collection of maintenance and cure.

42. To date, Defendant ECO has failed to address Captain Thomas's injuries. Captain Thomas returned from captivity after being captured on the ECO vessel, but ECO's

owner, Gary Chouest, has never even called Captain Thomas regarding the incident and never phoned his wife nor his family during his captivity. Gary Chouest and managers also refused any and all phone calls from Thomas's two sons that reside in Louisiana.

Request for Disclosure

Plaintiff requests Defendants answer Requests for Disclosures, pursuant to the Texas Rules of Civil Procedure.

Prayer for Relief

WHEREFORE, Captain Thomas demands judgment be entered against Defendants , 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 October 23, 2013.
- (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.

Respectfully submitted,

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