

CAUSE NO. 2009-64336

MIGUEL RUIZ	§	IN THE DISTRICT COURT OF
	§	
AND	§	
	§	
HUSAIN SALAH, MOHAMED	§	
ABDELWAHAM, ANDREW	§	
BRZEZINSKI, MARIO CLOTTER	§	
AND HECTOR SANCHEZ	§	
(INTERVENORS)	§	
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
WATERMAN STEAMSHIP	§	
CORPORATION; and MAERSK	§	
LINE, LIMITED	§	164 TH JUDICIAL DISTRICT

ORIGINAL PETITION IN INTERVENTION AND REQUEST FOR TRIAL BY JURY

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Husain Salah, Mohamed Abdelwaham, Andrew Brzezinski, Mario Clotter and Hector Sanchez "Intervenors", complaining of Waterman Steamship Corporation; and Maersk Line Limited, hereinafter referred to as "Defendants," and for cause of action would show the following:

I.

Intervenors intend to conduct discovery in this matter under Level 3 of Rule 190 of the Texas Rules of Civil Procedure.

II.

Intervenors, Husain Salah and Mario Clotter are residents of the State of New York.

Intervenor, Mohamed Abdelwahab is a resident of the State of Minnesota.

Intervenor, Andrew Brzezinski is a resident of the State of Massachusetts.

Intervenor, Hector Sanchez is a resident of the State of Pennsylvania.

Defendant, WATERMAN STEAMSHIP CORPORATION is a foreign corporation engaged in business in the State of Texas.

Defendant, MAERSK LINE, LIMITED is a foreign corporation engaged in business in the State of Texas.

III. The Original Lawsuit

Miguel Ruiz has previously filed a lawsuit against Defendants pursuant to 46 U.S.C. § 688, which is commonly known as the "Jones Act", as well as pursuant to general maritime law and the common law. Mr. Ruiz suffered severe injuries when he was taken hostage by pirates and held in the engine/steering room of the ship.

IV. Intervenors' Interest in the Case

All of the Intervenors have a justiciable interest in the lawsuit because, like Mr. Ruiz they were all taken hostage and held prisoner in engine room of the ship and suffered serious physical and emotional damages.

V. Additional Claims

Like Ruiz, Intervenors bring their cases under the Jones Act, maritime law, and the common law both for the injuries they sustained and as a result of the pirate incident.

Nothing Intervenors did or failed to do on the occasions in question caused or in any way contributed to cause their injuries. To the contrary, the occurrences in which Intervenors were injured and the injuries they sustained were proximately caused by the negligence and gross negligence, and unseaworthiness, as that term is understood in law, of Defendant, and its agents, servants and employees, who were acting in the course and scope of their employment for Defendant at all times material to this action.

VI.

Intervenors would show that the incidents described above were proximately caused by the negligence of Defendants. Defendant breached its legal duties, and such breaches caused damages and injuries to Intervenors.

Intervenors were all able-bodied seaman who were assigned to work on Defendant's vessels until receiving serious and disabling injuries in the course and scope of their employment for Defendant.

Defendant owed to Intevenors a duty to furnish them a safe place to work and a seaworthy vessel, and the Defendant failed in those respects, and such unseaworthiness of the vessels in question caused and resulted in the injuries and damages sustained by Intervenors. These conditions were brought about and caused by the Defendant, as more fully set forth above.

Intervenors would show that the occurrences in question were proximately caused by the negligence of the Defendant, as more fully set forth above. Defendant breached its legal duties, and such breaches caused damages and injuries to Intervenors. Defendant had direct control over the vessels. Additionally, Defendant had the right of control over the details of the work being performed on the vessel in question. Defendant had the right of control and right of supervision over the details of the procedures, equipment, devices, instructions, methods and manner of work aboard the vessels, and Defendant was negligent in failing to use ordinary care in the exercise of its rights of control and supervision.

VII.

In the incident made the basis of this suit, Intervenors sustained severe bodily injuries. By reason of those injuries and the damages flowing in law therefrom, this suit is maintained. Because of the nature and severity of the injuries Intervenors sustained, they have suffered physical pain and mental anguish and, in reasonable probability, will continue to suffer physical pain and mental anguish into the future. They have suffered and will continue to suffer physical

impairment. Because of the actions and conduct of Defendant, Intervenor have sustained very painful and disabling physical injuries which have caused them to sustain a loss of earnings and wage earning capacity in the past, and these conditions will with reasonable probability exist into the future. Intervenor injuries have required medical treatment in the past and, in reasonable probability, will require other and additional medical treatment in the future. Defendant has wholly failed to provide any independent medical treatment or care to Intervenor. Charges for such medical treatment that have been made in the past and those which will in reasonable probability be made in the future have been and will be reasonable charges made necessary by the incident in question.

VIII.

It is yet too early to ascertain the full extent of the damages sustained by Intervenor, but they are clearly in excess of the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), exclusive of interest and costs, and Intervenor specifically reserves the right to amend this pleading for a certain amount in the future.

IX.

By reason of the contractual relationship between Intervenor, as members of the crew in navigable waters, and Defendant as employer of them, Intervenor are entitled to recover maintenance and cure for such time as they have been and will be either convalescing from their injuries under medical care or reaching his maximum improvement. This suit is therefore maintained for recovery of past due maintenance and cure for which Defendant is obligated to Intervenor. Defendant has failed and refused, and continues to fail and refuse, to provide maintenance and cure. Additionally, Defendant has delayed provision of maintenance and cure, causing Intervenor further damage and injury. This conduct was committed willfully and wantonly. Accordingly, Intervenor are entitled to reasonable and necessary attorneys' fees and costs.

Intervenors would additionally say and show that they are entitled to recovery of pre-judgment interest in accordance with law and equity as part of their damages herein, and Intervenors here and now sue for recovery of pre-judgment interest as provided by law and equity, under the applicable provisions of the laws of the State of Texas.

X.

Intervenors hereby request a trial by jury.

WHEREFORE, PREMISES CONSIDERED, Intervenors request that Defendants be cited to appear and answer herein, that on final trial Intervenors have judgment against Defendants, that they recover their damages in accordance with the evidence, that they recover costs of Court herein expended, that they recover interest to which they are entitled under the law, that they recover attorney's fees, and for such other and further relief, general and special, to which Intervenors may be justly entitled at law and in equity.

Respectfully submitted,

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