

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

WREN THOMAS * NO:
*
VERSUS * SECTION:
*
EDISON CHOUEST OFFSHORE, * MAGISTRATE:
L.L.C., GALLIANO MARINE *
SERVICES, L.L.C., OFFSHORE AND *
SERVICE VESSELS, L.L.C. *

SEAMAN’S COMPLAINT AND REQUEST FOR TRIAL BY JURY

WREN THOMAS, by counsel, and for causes of action against the Defendants, **EDISON CHOUEST OFFSHORE, L.L.C., GALLIANO MARINE SERVICES, L.L.C. AND OFFSHORE SERVICE VESSELS, L.L.C.**, jointly and severally, allege as follows:

I.

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.

II.

Defendant **EDISON CHOUEST OFFSHORE, L.L.C.** 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

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

III.

Defendant **GALLIANO MARINE SERVICES, L.L.C.** is a Louisiana limited liability company headquartered in Cut Off, Louisiana and may be served by serving its registered agent, Gary Chouest, E. 118th Street, Galliano, LA 70354.

IV.

Defendant **OFFSHORE SERVICE VESSELS, L.L.C.** is a Louisiana limited liability corporation headquartered in Cut Off, Louisiana and may be served by serving its registered agent, Dionne Austin, 16201 E. Main, Cut Off, LA 70354.

V.

Defendants **EDISON CHOUEST OFFSHORE, L.L.C.**, Offshore Service Vessels, L.L.C., Galliano Marine Service, L.L.C. are collectively referred as “Defendants” and singularly as “ECO”.

VI.

Venue is proper in the Eastern District of Louisiana under the rules and by Defendants’ consent.

VII.

Personal jurisdiction is proper under general and specific jurisdiction, and in accordance with the terms of the Jones Act.

VIII.

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.

IX.

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*.

X.

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

XI.

Since 2011, the West Africa coast near Nigeria 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 Guinea, three times as many as reported to occur than the more highly-publicized pirate zone off the coast of Somalia.² Piracy motives in the area include hostage and ransom of westerners, fuel theft, and politically motivated terrorism.

XII.

ECO was involved in substantial offshore production support in the region, and was aware of the problem of piracy in the region and the 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

² This data is available from International Maritime Bureau at <http://www.icc-ccs.org/piracy-reporting-centre/live-piracy-map>.

the *C-Endeavor* supporting Chevron operations were attacked and taken hostage (two American captains, one Mexican Citizen and a Mexican Chief Engineer). 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.

XIII.

Despite these other similar incidents, Defendants 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 increased the dangers to officers and crew because it allowed potential hijackers to monitor locations and destinations of vessels in the region.

XIV.

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 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.

XV.

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 supervisors at ECO, and was assured that the problems would be taken care of and Thomas was asked to stay on the vessel because if he got off the vessel, he would cost ECO thousands of dollars in down time and possibly the contract with Chevron.

XVI.

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.

XVII.

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 affected his transfer and Captain Thomas was left to continue working in the West African zone of terror.

XVIII.

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 ECO’s reaction was apparently to tell its Captains to “be careful.”

XIX.

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.

XX.

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.

XXI.

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. Unsurprisingly, while in route to their delivery point, at around 3:00am on October 23, 2013, the *C-Retriever* was attacked by Nigerian pirates.

XXII.

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.

XXIII.

Captain Thomas was forced to watch the pirates attack three shrimping-type vessels and witnessed tremendous physical abuse to these crews before taking he and the engineer 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 immanent death among his captors, whether by their hands or by falling prey to disease.

XXIV.

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* and did so primarily for financial gain. Thomas was certified as the ship's security officer but neither him nor his crew received any formal training by Defendants 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

XXV.

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.

XXVI.

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.

XXVII.

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.

XXVIII.

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.

XXIX.

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.

XXX.

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**

XXXI.

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.

XXXII.

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.

XXXIII.

Captain Thomas' injuries were through no fault, negligence, or carelessness on his part and were wholly caused by the negligence of Defendants, through their agents, servants and/or employees.

XXXIV.

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.

XXXV.

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.

XXXVI.

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.

XXXVII.

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.

XXXVIII.

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.

XXXIX.

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.

XXXX.

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.

XXXXI.

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, for which Captain Thomas seeks punitive damages

XXXXII.

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, and a worsening of his condition, all of which Captain Thomas seeks punitive damages for.

XXXXIII.

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

XXXXIV.

To date, Defendant ECO has failed to address Captain Thomas's injuries. The company treatment of Captain Thomas embodies its owners treatment of Captain Thomas. That is, since Captain Thomas returned from captivity after being captured on the ECO vessel, ECO's owner, Gary Chouest, has never taken a minute to pick up a phone and pay his respects to Captain Thomas regarding the incident, and respectively never phoned his wife nor his family during his captivity. Gary Chouest and managers refused any and all phone calls from Thomas's two sons that reside in Louisiana.

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 attorney's fees for collection of reasonable maintenance and cure.
- (d) Punitive damages in such amount as may be assessed by the jury at trial for arbitrary, intentional and wrongful failure to pay maintenance in the proper rate and immediate, proper and complete cure.

- (e) Punitive damages for the unseaworthiness of the vessel (as may ultimately be allowed by the general maritime law) and for the gross and wanton negligence of Defendants.
- (f) Interest on all sums awarded beginning October 23, 2013.
- (g) Reimbursement of all taxable costs necessary to maintain this action.
- (h) All general and equitable relief which this Court can afford the Plaintiff.

Plaintiffs demand a jury on all triable issues.

AND FOR ALL GENERAL AND EQUITABLE RELIEF.

Respectfully submitted,

S/Timothy J. Young

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