CAUSE NO. 2009-26129

RICHARD E. HICKS	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
WATERMAN STEAMSHIP CORPORATION; and MAERSK LINE, LIMITED	§	270 JUDICIAL DISTRICT

FILED
LOREN JACKSON
DISTRICT CLERK
HARRIS COUNTY, TEXAS
09 APR 27 AM 8:07
BY: _____ DEPUTY

PLAINTIFF'S ORIGINAL PETITION AND JURY DEMAND

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW RICHARD E. HICKS, Plaintiff herein, complaining of WATERMAN STEAMSHIP CORPORATION and MAERSK LINE, LIMITED, hereinafter collectively referred to as "Defendants", and for cause of action would show the following:

I.

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

II.

Plaintiff is a resident of Royal Palm Beach, Florida.

Defendant, WATERMAN STEAMSHIP CORPORATION is a foreign corporation engaged in business in the State of Texas. This Defendant does not maintain a registered agent in the State of Texas. Its principal place of business is located at 650 Poydras Street, New Orleans, Louisiana 70130. This Defendant may be served with citation by serving the Texas Secretary of State. Service of citation is requested at this time.

Defendant, MAERSK LINE, LIMITED is a foreign corporation engaged in business in the State of Texas. This Defendant does not maintain a registered agent in the State of Texas. Its principal place of business is located at Giralda Farms Madison Avenue, P. O. Box 880,

Madison, New Jersey 07940-0880. This Defendant may be served with process by serving its registered agent, C. T. Corporation System, 350 North St. Paul Street, Dallas, Texas 75201. Service of citation is requested at this time.

III.

Venue is proper and maintainable in Harris County, Texas under the Jones Act and General Maritime Law.

The Court has jurisdiction in this matter since Plaintiff's damages exceed its minimum jurisdictional limits.

IV.

This case is brought pursuant to 46 U.S.C. § 688, the "Jones Act", as well as pursuant to general maritime and common laws.

On or about April 8, 2009, Plaintiff, RICHARD E. HICKS, sustained serious and permanent injuries while he was a member of the crew aboard the MAERSK ALABAMA. Plaintiff suffered severe injuries when he was taken hostage by pirates, held in the engine/steering room of the ship and was thrown about during a struggle with one of the pirates.

V.

Plaintiff was injured and the injuries he sustained were proximately caused by the negligence and unseaworthiness, as that term is understood in law, of Defendants, jointly and severally, and each of Defendants' agents, servants and employees, who were acting in the course and scope of their employment for Defendants, jointly and severally, at all times material to this action. Defendants knowingly sent their employees, including your Plaintiff, into pirate-infested waters rather than take safer routes. Despite knowingly exposing its employees to grave and imminent danger, the Defendants took no adequate steps to provide appropriate levels of

security and safety for its employees, instead relying on the United States Military (and taxpayers) to provide after-the-fact rescue operations at substantially more cost and risk to human life than what would have been incurred by Defendants had they provided appropriate levels of security in the first place.

VI.

The incident described above was proximately caused by the negligence of Defendants, jointly and severally. Plaintiff's injuries and damages were caused by Defendants, jointly and severally, as Defendants breached their legal duties.

At the time of the subject incident, Plaintiff was an able-bodied seaman and was assigned to work on Defendants' vessel until receiving his serious and disabling injuries as a result of the incident.

Defendants owed to Plaintiff a duty to furnish him a safe place to work and a seaworthy vessel. Defendants failed in those respects, and such unseaworthiness of the subject vessel caused and resulted in the injuries and damages sustained by Plaintiff. Defendants, jointly and severally, brought about and caused these conditions as more fully set forth above.

Defendants had direct control over the subject vessel; had the right of control over the details of the work being performed on the vessel in question; and 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 vessel. Defendants were negligent in failing to use ordinary care in the exercise of their rights of control and supervision and security.

VII.

Plaintiff sustained severe injuries as a result of the subject incident. By reason of those injuries and the damages flowing in law therefrom, this suit is maintained. Plaintiff sustained

and suffered physical pain, mental anguish and, in reasonable probability, will continue to suffer physical pain and mental anguish into the future as a result of the nature and severity of his injuries. Plaintiff was a healthy, able-bodied working man at the time of the incident. Plaintiff has suffered and will continue to suffer physical impairment and has sustained a loss of earnings and wage earning capacity in the past. This condition will with reasonable probability exist into the future. Plaintiff's injuries required medical treatment and, in reasonable probability, will require other and additional medical treatment in the future. The past and future medical treatment charges have been and will be reasonable charges made necessary by the incident in question.

VIII.

Plaintiff's damages are clearly in excess of the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), exclusive of interest and costs, and Plaintiff specifically reserves the right to amend this pleading for a certain amount in the future as it is too early to determine the maximum amount of Plaintiff's damages.

IX.

By reason of the contractual relationship between Plaintiff and Defendants, Plaintiff is entitled to recover maintenance and cure for such time as he has been and will be either convalescing from his injuries under medical care or reaching his maximum improvement. This suit is therefore maintained for recovery of past due maintenance and cure for which Defendants are obligated to Plaintiff. Plaintiff is also entitled to reasonable and necessary attorneys' fees and costs.

Plaintiff would additionally show that he is entitled to recovery of pre-judgment interest in accordance with law and equity as part of his damages herein, and Plaintiff here and now sues

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.

Plaintiff requests a jury trial in this matter.

WHEREFORE, PREMISES CONSIDERED, Plaintiff RICHARD E. HICKS, requests that Defendants, WATERMAN STEAMSHIP CORPORATION and MAERSK ALABAMA, be cited to appear and answer herein, that on final trial Plaintiff have judgment against Defendants, that he recover his damages in accordance with the evidence, that he recover costs of Court herein expended, that he recover interest to which he is entitled under the law, that he recover attorney's fees, and for such other and further relief, general and special, to which Plaintiff may be justly entitled at law and in equity.

Respectfully submitted,

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