

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

BILLY L. ANGELOFF  
PLAINTIFF

\* CIVIL ACTION:

VERSUS

\* NO.:

MEGGA INDUSTRIES, INC.  
DEFENDANT

\* SECTION:

\* MAGISTRATE:

\* \* \* \* \* IN ADMIRALTY/RULE 9(H)  
\*\*\*\*\*

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes BILLY L. ANGELOFF, a person of full age of majority and a resident of the State of Louisiana, and for his Complaint, he respectfully avers as follows:

1.

JURISDICTION

This Honorable Court has jurisdiction over this matter in admiralty, pursuant to 28 U.S.C. 1333, and these claims are designated as claims in admiralty pursuant to Rule 9(h) of the Federal Rules of Civil Procedure. In the alternative, the Court has federal question jurisdiction pursuant to 28 U.S.C. 1331.

2.

Made defendant herein is:

MEGGA INDUSTRIES, INC., on information and belief, a corporation authorized to do and doing business in the State of Louisiana and within the jurisdiction of this

Honorable Court, and at all times pertinent hereto, the employer of the plaintiff and/or the owner and/or operator of the M/V BATTLE.

**FIRST CAUSE OF ACTION**

3.

BILLY L. ANGELOFF was at all times mentioned herein an employee of the defendant and a member of the crew of the M/V BATTLE, a vessel owned and/or operated by the defendant, performing his duties as a seaman aboard said vessel, working in the interest of said defendant, which defendant is liable unto him under the admiralty law known as the Merchant Marine Act, modified and commonly known as the Jones Act, 46 U.S.C. Appx. § 688 (now 46 U.S.C. § 30104), and/or alternatively pursuant to 33 U.S.C. § 905(b), and pursuant to the General Maritime Law of the United States of America, and under the law and statutes of the State of Louisiana, and he brings this suit pursuant to the “savings to suitors” clause of the United States Constitution and hereby designates this claim as one in admiralty and maritime, for the following reasons:

4.

On or about February 13, 2011, plaintiff was employed as a seaman aboard the M/V BATTLE, a vessel owned and/or operated by the defendant, which vessel was in the navigable waters of the United States and within the jurisdiction of this Court. On that date, plaintiff was performing his assigned duties as a seaman aboard the vessel. In the course of performing those duties, suddenly and without warning and due to the negligence of the defendant and/or the unseaworthiness of the vessel, plaintiff was caused to sustain severe and disabling injuries when a battery exploded in the engine room and he was thrown back injuring his shoulder, neck, face and eyes.

Plaintiff was in no manner negligent. On information and belief, plaintiff alleges that the sole and proximate cause of the accident and his injuries, as described herein, was the unseaworthiness of the vessel and/or negligence and/or failure of the defendant, and its employees, servants and/or agents, in carrying out their obligations and duties, individually and concurrently, in the following respects:

1. Failure to provide plaintiff with a safe place in which to work;
2. Failure to warn the plaintiff;
3. Failure to warn plaintiff of the dangerous and unsafe conditions of the vessel;
4. Creation and maintenance of an unseaworthy vessel, and failure to properly maintain and repair the vessel and its equipment;
5. Failure to exercise reasonable care in discovering and correcting any and all unsafe conditions existing on the vessel;
6. Failure to provide competent and adequate supervisory authority;
7. Failure to provide plaintiff with the proper equipment and/or personnel to accomplish his job in a reasonably safe manner;
8. Hiring untrained and unskilled employees;
9. Retaining employees found to be careless and/or unskilled;
10. Failure to properly man the vessel;
11. Breach of legally imposed duties of reasonable care owed by the defendant(s) to the plaintiff;
12. Failure to provide prompt and adequate medical care, treatment, maintenance and cure, thereby causing additional damages, including but not limited to any negligent hiring and/or retention of physicians and/or disregarding advice of physicians;
13. Other acts of negligence and conditions of unseaworthiness to be proven at the trial of this case.

6.

Solely by reason of the negligence of the defendant and unseaworthiness of the vessel, and other acts and inactions described herein, plaintiff sustained serious injuries including but not limited to the following: shoulders, neck, face and eyes, as well as other injuries to his bones, muscles and joints, organs and tissues among other component parts of his neck, head, back, ribs, legs, feet, and hands. As a result thereof, plaintiff in the past and in the future: require medicines, medical care, medical treatment, have to expend moneys and incur obligations for treatment and care, suffer agonizing aches, pains, and mental anguish, and be disabled from performing his usual duties, occupations and avocations.

7.

As a result of the aforesaid negligence, breach of duties, and unseaworthiness on the part of the defendant herein, plaintiff has suffered injuries and damages for which defendant is liable unto him, plus legal interest from the date of occurrence, a reasonable attorney's fee, and all costs of these proceedings.

**SECOND CAUSE OF ACTION**

**MAINTENANCE AND CURE**

8.

Plaintiff repeats and realleges all of the foregoing paragraphs with the same force and effect as if herein set forth in full, and in addition thereto alleges that as a result of the aforementioned injuries which plaintiff received aboard the vessel, he was rendered unfit for duty as a seaman from the date of the accident, on or about February 13, 2011.

9.

Pursuant to the General Maritime Laws of the United States of America, the defendant owed the absolute and non-delegable duty to provide plaintiff with maintenance and cure benefits from the date of his injury until full recovery.

10

Thus, the defendant is indebted unto the plaintiff for maintenance and cure benefits in the amount of FORTY (\$40.00) DOLLARS per day from February 13, 2011, until he has fully recovered from his injuries, or such amount as he is legally entitled to, together with interest from the date of occurrence, a reasonable attorney's fee and all costs of these proceedings.

11.

In addition, the defendant has refused and/or failed to timely pay plaintiff's maintenance and cure benefits. The refusal/failure to do so on a timely basis was willful, wanton, arbitrary, capricious and/or otherwise without cause. As a result, the plaintiff has had to endure additional and unnecessary pain, suffering and financial stress and possible worsening of his physical condition. As a result thereof, the defendant is liable unto the plaintiff for additional compensatory damages in a full and true amount to be determined at the trial of this matter, together with interest from the date of occurrence, a reasonable attorney's fee and all costs of these proceedings and punitive damages pursuant to the Supreme Court of the United States' ruling in *Atlantic Sounding Co., Inc. v. Townsend*, 129 S.Ct. 2561 (2009).

**WHEREFORE**, BILLY L. ANGELOFF prays that his Complaint be deemed good and sufficient, and that after due proceedings had and the expiration of all legal delays herein:

1. That there judgment in favor of the plaintiff, BILLY L. ANGELOFF, and against the defendant, MEGGA INDUSTRIES, INC., in damages in an amount to be determined at trial, together with interest from the date of occurrence until paid, attorneys fees, and all costs;

2. There be a judgment rendered herein in favor of the plaintiff and against the defendant for maintenance and cure benefits, past, present, and future at a daily rate of FORTY (\$40.00) DOLLARS, or such amount as plaintiff is legally entitled to, plus interest from the date of occurrence, costs and attorneys fees therefore, all in a true sum to be determined at the trial of this case;

3. There be judgment herein in favor of the plaintiff and against the defendant for additional compensatory damages and for punitive damages for the defendant's willful, wanton, arbitrary, capricious, and/or otherwise without cause failure and/or refusal to pay plaintiff's maintenance and cure benefits, in an amount to be determined at trial, together with interest from the date of occurrence, a reasonable attorney's fee, and all costs of these proceedings;

4. For any and all other relief which the law and justice provide.

**RESPECTFULLY SUBMITTED:**

/s/ Julie Sumrall  
LAWRENCE BLAKE JONES (T.A. 7495)  
DAVID C. WHITMORE (17864)  
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**NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF SUMMONS  
WILL BE SERVED ON DEFENDANT(S).**