

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

KEVIN SANDLIN	*	CIVIL ACTION
VERSUS	*	NO:
GULF LOGISTICS, LLC, AND EL PASO EXPLORATION & PRODUCTION COMPANY, LP EL PASO PRODUCTION OIL & GAS COMPANY*	*	SECTION: MAGISTRATE

COMPLAINT

The complaint of **KEVIN SANDLIN**, a person of the full age of majority of the Parish of Terrebonne, who respectfully represents the following:

1.

Named as defendants are:

A. **Gulf Logistics, L.L.C.**, a domestic limited liability company authorized to do and doing business in this District;

B. **El Paso Exploration & Production Company, LP**, a foreign company, authorized to do and doing business in this District; and

C. **El Paso Production Oil & Gas Company**, a foreign corporation authorized to do and doing business in this District.

2.

The plaintiff is a seaman and brings this suit under and alleges a cause of action under the Jones Act, 46 U.S.C.A. Section 688, and under the general maritime law.

3.

The defendants are jointly and truly indebted to the plaintiff, jointly, severally and in solido,

for all damages that are reasonable in the premises, together with legal interest from the date of injury and for all costs of these proceedings, by reason of the following:

4.

On or about December 17, 2011, the plaintiff, Kevin Sandlin, was employed as a seaman and member of the crew by the defendant, Gulf Logistics, L.L.C. (“Gulf Logistics”). Kevin Sandlin was assigned to work on the vessel, M/V MR. MAG, which at all times was owned and operated by the defendant, Gulf Logistics.

5.

The plaintiff, Kevin Sandlin, was injured due to the fault of the defendants and due to the unseaworthiness of the vessels. Kevin Sandlin was following orders at all times and acting in accordance with the directions of his superiors. Kevin Sandlin was working on the back deck of the vessel. The M/V MR. MAG was supporting the platform located at West Cameron 368A. The platform was owned and operated by the defendants, El Paso Exploration & Production Company, LP and/or El Paso Production Oil & Gas Company (“El Paso”).

6.

The El Paso crane operator on the platform was lowering a compressor to the deck of the M/V MR. MAG. The compressor was set on the back deck of the vessel. As the plaintiff went to unhook the compressor, the crane operator picked up the compressor. Through the fault of the defendants, the compressor was allowed to swing. It moved forward towards Kevin Sandlin. The defendants did not provide the workers with a safe place to work. The swinging compressor created a dangerous situation which resulted in the injury to Kevin Sandlin. During this operation, Kevin Sandlin fell and severely injured his right knee. He was seriously injured in this incident. The raising of the compressor and the sea conditions were unsafe. It rendered the vessel unseaworthy.

7.

The M/V MR. MAG was being operated in an undermanned, unsafe and imprudent manner. The plaintiff was not provided a safe place to work. The vessel was not free of hazards. The defendant failed to warn the plaintiff of the dangers involved. The vessel was were not fit for its intended purposes.

8.

The plaintiff, Kevin Sandlin, sustained severe and disabling injuries to his leg, knee and other parts of his body. These injuries will greatly restrict his work activities and other activities in the future and will prevent him from returning to work as a seaman. The injuries will result in the significant loss of his wage earning capacity. The injuries will result in a loss of a career at sea and a loss of other pursuits and ambitions.

9.

Because of these injuries, plaintiff has been caused to endure physical and mental pain, suffering and disability. He has suffered mental anguish. He has sustained a loss of his enjoyment of life. These injuries will continue in the future.

10.

The legal and proximate cause of the injuries to the plaintiff was the negligence, fault and strict liability of the defendants, and the unseaworthiness of the vessels, including, but not limited to the following:

- a. Failing to provide the plaintiff with a safe place to work;
- b. Failing to take proper precautions for the safety of the crew;
- c. Violating U.S. Coast Guard rules and regulations and other navigation rules and industry standards and practices;

- d. Exposing the plaintiff to unreasonable risk of harm;
- e. Allowing an unsafe condition to remain on the vessels;
- f. Having an improper safety program;
- g. Failing to have a safe and proper means of lowering cargo to the deck of the vessel;
- h. Having an inadequate and improperly trained crew;
- i. Having an inadequate maintenance and monitoring program;
- j. Raising the compressor after it had been lowered to the deck of the vessel;
- k. Operating the crane without proper lookouts and signal men and/or making the cargo transfer in the prevailing weather conditions;
- l. Providing the plaintiff with an unseaworthy vessel;
- m. Violating the duty to provide the plaintiff with a seaworthy vessel and reasonably safe surroundings;
- n. Violating the duty to provide a safe means of transferring cargo;
- o. Operating the crane in a negligent and unsafe manner;
- P. All acts of negligence, fault and unseaworthiness described in this petition and any and all other acts which may be discovered or proven.

11.

Plaintiff is entitled to an award of general damages, including past and future physical and mental pain, suffering, disability, impairment, humiliation, scarring, disfigurement, loss of enjoyment of life and special damages including past and future wage loss and loss of wage earning capacity and past and future medical and health care expenses. The plaintiff makes demand for all damages contained in this complaint and for all damages allowed by law.

12.

The plaintiff is also entitled to all damages under the admiralty and general maritime law including a claim for found and a claim for the defendant's failure to pay maintenance and cure. This includes a claim for punitive and exemplary damages and a claim for all penalties, costs and attorney fees in the event the circumstances are warranted under the law. In the event that it is determined that the defendant has arbitrarily refused to pay maintenance and/or to pay the medical bills, then the plaintiff will seek all redress and damages allowed by law. This would include a claim for attorney fees and a claim for exemplary and punitive damages based on the conduct of the defendants.

WHEREFORE, plaintiff prays that the named defendants be served with a copy of the complaint and be cited to appear and answer the complaint; and that after all due proceedings, there be judgment in favor of the plaintiff and against the defendants for all damages that are reasonable in the premises, together with legal interest, all costs of these proceedings and all general and equitable relief.

Respectfully Submitted,

s/DAVID J. SHEA
DAVID J. SHEA (#8476)
Bordelon & Shea, L.L.P.
407 Roussell Street
Post Office Drawer 2317
Houma, Louisiana 70361
(985) 876-3377
Attorney for Kevin Sandlin

PLEASE SERVE

Gulf Logistics, L.L.C.

Through its agent for service of process
Neil Vincent
11828 Highway 1
Larose, LA 70373

El Paso Exploration & Production Company, LP

and

El Paso Production Oil & Gas Company

through their agent for service of process
CT Corporation System
5615 Corporate Blvd.
Suite 400B
Baton Rouge, LA 70808