

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

JOSHUA LEE BOURQUE

CIVIL ACTION NO.:

VERSUS

JUDGE:

ESTIS WELL SERVICE, LLC

MAGISTRATE JUDGE:

ORIGINAL COMPLAINT

The complainant of JOSHUA LEE BOURQUE, a resident of and domiciled in the State of Louisiana, Parish of Iberia, complaining of ESTIS WELL SERVICE, LLC, a Louisiana limited liability company authorized to do and doing business at all times material hereto within the State of Louisiana and specifically within the Western District of Louisiana, respectfully represents that:

I.

JURISDICTION

1.

Jurisdiction is founded upon the Jones Act, 46 U.S.C.A. §30104 et. seq., the General Maritime Laws and United States Statues, and alternatively, pursuant to 33 U.S.C. Section 905(b) of the Longshore and Harbor Workers' Compensation Act.

II.

VENUE

Venue is proper in the Western District of Louisiana as the defendants are doing business within the Western District.

III.

The claim is designated as a Rule 9(h) claim under the Admiralty Laws.

IV.

FACTS

1.

At all times material hereto, defendant ESTIS WELL SERVICE, LLC was the owner and/or operator who possessed, operated, managed and/or controlled the vessel or barge upon which a work-over truck mounted rig was placed by defendant and to which Complainant, Joshua Lee Bourque, was assigned. The combination of the vessel/barge and truck rig were commonly referred to and will be collectively referred to herein, as Rig 23.

2.

At all times material hereto, ESTIS WELL SERVICE, LLC was using Rig 23 in commerce on Bayou Sorrell, which is a navigable waterway in the State of Louisiana.

3.

At all times material hereto, specifically including March 9, 2011, Complainant, Joshua Lee Bourque, was a seaman within the meaning of the Jones Act and was permanently assigned as a member of the crew of a vessel in navigation, Rig 23, and performed work as a roughneck, floor hand and roustabout in furtherance of the mission of the vessel.

4.

The defendant named herein is liable unto Complainant, Joshua Lee Bourque, for the injuries and damages sustained by Joshua Lee Bourque on or about March 9, 2011 as a result of the negligent, willful, wanton and/or reckless actions of the defendant, its agents, employees and/or

representatives and/or as a result of the unseaworthiness of the vessel barge, Rig 23 and/or its crew, appurtenances and/or equipment as set forth hereinafter.

5.

Specifically, on March 9, 2011, Joshua Lee Bourque was in the course and scope of his employment with ESTIS WELL SERVICE, LLC.

6.

As Joshua Lee Bourque and other crew members, including Skye Sonnier, Brian Suire and Saul Touchet continued their work, suddenly and without warning, the work-over truck mounted rig located on Rig 23 toppled over, pinning Skye Sonnier between the side of the truck/rig and a mud tank on the vessel/barge, severely injuring Skye Sonnier and ultimately resulting in his death.

7.

During the moments that the truck rig toppled over, Joshua Lee Bourque, Brian Suire and Saul Touchet were standing in close proximity to Skye Sonnier on Rig 23.

8.

At all times material hereto, and especially during the moments as the truck rig toppled over, Joshua Lee Bourque and his fellow crew members on Rig 23 were placed in imminent danger and immediate risk of severe bodily injury and/or death. Joshua Lee Bourque witnessed firsthand, while fearing for his own safety and life, the violent and horrific crushing death of his friend and co-worker, Skye Sonnier, resulting in the injuries and damages complained of herein to Complainant.

9.

In addition to witnessing the violent crushing death of Skye Sonnier from close proximity, the actions of the defendant left Joshua Lee Bourque, Brian Suire and Saul Touchet to remain on the

vessel with their lifeless friend approximately six more hours until the body of Mr. Sonnier was finally extricated at about 10:00 p.m. on March 9, 2011.

10.

Complainant, Joshua Lee Bourque, contends that the above-described events and injuries occurred as a result of the negligent actions of the defendant, including but not limited to the breach by defendant of its absolute and non-delegable duty to provide Joshua Lee Bourque with a safe place to work and/or as a result of the willful, wanton and reckless conduct, indifference and actionable fault of the defendant, its agents, representatives and/or employees.

11.

Alternatively, Complainant, Joshua Lee Bourque, contends that the above-detailed events and injuries occurred as a result of the failure of defendant ESTIS WELL SERVICE, LLC to provide a seaworthy vessel, appurtenances, and crew and as a result of the failure of the defendant to provide Complainant and his fellow crew members with a vessel reasonably fit for its intended purpose, all in violation of the duties owed by the defendant pursuant to the General Maritime Law of the United States of America.

12.

Alternatively, Complainant, Joshua Lee Bourque, contends that the defendant is liable for its/their vessel negligence pursuant to Section 905(b) of the Longshore and Harbor Workers' Compensation Act.

13.

A proximate cause of the aforementioned events and subsequent injuries to Complainant, Joshua Lee Bourque, was a result of the following non-exclusive list of omissions and/or

commissions on the part of the defendant, its agents, employees, representatives or equipment and/or the unseaworthiness of Rig 23, to-wit:

- (A) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner placing Joshua Lee Bourque and other crew members of Rig 23 in a situation which the defendant knew or should have known to be unreasonably dangerous;
- (B) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to warn Joshua Lee Bourque and other crew members of Rig 23 of conditions which the defendant knew or should have known to be unreasonably dangerous and which conditions would present an imminent risk of severe bodily injury and/or death;
- (C) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to properly examine and/or inspect its vessel, Rig 23, to ensure that it did not contain any unseaworthy and/or unreasonably dangerous conditions;
- (D) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to properly maintain its vessel, Rig 23, and/or to take adequate measures so as to ensure that its vessel was seaworthy;
- (E) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to provide Joshua Lee Bourque and other members of the crew of Rig 23 with a safe place to work;
- (F) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner violating any and all applicable rules, regulations, recommended practices, policies and/or standards which constitutes negligence per se;
- (G) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to adequately train and instruct the crew aboard its vessel, Rig 23;
- (H) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to take all proper precautions to prevent the incident, injuries, damages and losses sued upon herein;

- (I) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to heed the warnings of its employees regarding the unsafe nature of the work that defendant ordered the crew of Rig 23 to perform on March 9, 2011;
- (J) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to adequately and/or safely plan the operations in question including, but not limited to, ensuring the proper and safe use of equipment and/or implementing protocols and/or procedures designed to eliminate and/or reduce the risk of injuries such as those that materialized to the Complainant, Joshua Lee Bourque;
- (K) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to provide adequate supervision of the operations in question;
- (L) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to utilize industry-approved methods to anchor or brace a well rig;
- (M) Negligently, knowingly, intentionally, recklessly, willfully, wantonly, and/or in a grossly negligent manner failing to provide a competent, qualified person on the rig to administer first aid in the event of an emergency; and
- (N) Other acts of negligence and/or unseaworthiness to be proven at the trial of this matter.

14.

As a result of the aforementioned events, Complainant, Joshua Lee Bourque, sustained injuries consisting of but not limited to severe and recurring nightmares, significant emotional sequelae, and other concomitant symptomatology commonly associated with said injuries. These injuries have in the past required and may in the future continue to require certain medicines, medical care and treatment; resulting in Complainant experiencing excessive pain and suffering, mental anguish and anxiety and resulting in Complainant's inability to work and psychological injuries.

15.

As a result of the foregoing incident, Complainant, Joshua Lee Bourque, has experienced severe pain and suffering, mental anguish and anxiety, residual physical and mental impairment and disability entitling him to damages for such in a sum reasonable in the premises.

16.

As a result of the aforementioned accident and subsequent injuries set forth herein, Complainant, Joshua Lee Bourque, has in the past and will in the future incur medical expenses in a sum reasonable in the premises.

17.

At the time of the accident and injuries set forth herein, Complainant, Joshua Lee Bourque, was gainfully employed by ESTIS WELL SERVICE, LLC as a roughneck, floor hand and roustabout. As a result of the accident, injuries and disability described herein, Complainant, Joshua Lee Bourque, has suffered economic loss and loss of earning capacity as follows and is entitled to damages for such losses in a sum reasonable in the premises.

18.

Petitioner is entitled to punitive damages in sum reasonable in the premises as a result of the willful, wanton, and/or reckless conduct of the defendant, ESTIS WELL SERVICE, INC., all of which conduct constituted callous disregard for, or showed indifference to the health and safety of Complainant, Joshua Lee Bourque and all others aboard Rig 23. These actions of the defendant were motivated by financial gain and either caused or contributed to the events and injuries complained of herein.

WHEREFORE, COMPLAINANT, JOSHUA LEE BOURQUE, prays for judgment against said defendant, condemning the defendant to pay to Complainant the full and true sum in an amount reasonable in the premises, together with punitive damages, interest and costs, and all general and equitable relief.

Respectfully submitted,

KENNETH W. DEJEAN
ATTORNEY AT LAW

/s/ Kenneth W. DeJean

KENNETH W. DEJEAN (No. 4817)

417 West University Avenue

Post Office Box 4325

Lafayette, Louisiana 70502

TEL: (337) 235-5294

FAX: (337) 235-1095