

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

JOHNNY CARR	*	DOCKET NO:
	*	
VERSUS	*	JUDGE:
	*	
IBERIA MARINE SERVICE, LLC	*	MAGISTRATE:

COMPLAINT

NOW INTO COURT, through undersigned counsel comes Plaintiff, **JOHNNY CARR**, a resident of the State of Michigan, who asserts the following claims against Defendant, **IBERIA MARINE SERVICE, LLC**:

1.

Made defendant herein is:

IBERIA MARINE SERVICE, LLC, a Louisiana limited liability company, domiciled in New Iberia, Louisiana and authorized to do and doing business in the State of Louisiana.

2.

This claim is brought pursuant to the Jones Act 46 USC § 30104, and the Admiralty and General Maritime Law and is specifically designated as such within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

3.

IBERIA MARINE SERVICE, LLC is justly and truly indebted to Plaintiff, for all damages that are reasonable in the premises, together with legal interest from the date of judicial demand until paid and all costs of these proceedings, by reason of the following:

4.

At all material times herein, Plaintiff, JOHNNY CARR, was employed by IBERIA MARINE SERVICE, LLC and assigned as a deck hand and member of the crew of the M/V LADY BRANDI.

5.

At all material times herein, IBERIA MARINE SERVICE, LLC was the owner, owner *pro hac vice* and/or operator of the M/V LADY BRANDI.

6.

On or about January 9, 2012 at 1500 hours, the M/V LADY BRANDI was returning to Morgan City when it ran aground in the Atchafalaya Ship Channel south of Morgan City, Louisiana.

7.

Immediately prior to said grounding, Plaintiff, JOHNNY CARR, was sleeping in his bunk in a stateroom on the M/V LADY BRANDI.

8.

As a result of the grounding, the M/V LADY BRANDI came to a sudden stop, slamming Plaintiff, JOHNNY CARR, into the wall adjacent to his bunk.

9.

At the time of the grounding, the M/V LADY BRANDI was being operated by an unlicensed mate.

10.

As a result of the impact from being slammed against the wall, Plaintiff, JOHNNY CARR, suffered injury to his back, neck and legs.

11.

Any and all damages, injuries, and losses sustained by Plaintiff, JOHNNY CARR, as result of this incident were the sole result of negligence of Defendant, IBERIA MARINE SERVICE, LLC and the unseaworthiness of the M/V LADY BRANDI.

12.

As a result of the negligence of the Great Lakes Defendants and the unseaworthiness of the M/V LADY BRANDI, Plaintiff, JOHNNY CARR, sustained severe and debilitating injuries to his neck, back, and legs necessitating medical treatment and resulting in loss of work; thereby entitling him to general damages, past and future, for his physical and mental pain and suffering, emotional distress, loss of enjoyment of life, and permanent disability; and special damages, past and future, including medical expenses, lost wages and loss of earnings capacity.

13.

The injuries and damages sustained by Plaintiff, JOHNNY CARR, were caused by the negligence and/or fault of Defendant, IBERIA MARINE SERVICE, which negligence includes the following nonexclusive particulars:

1. Failure to maintain a proper lookout;
2. Failure to provide and/or utilize proper navigational aids for navigating the Atchafalaya Ship Channel;
3. Failure to provide and/or utilize proper navigational equipment such as charts, GPS and radar;
4. Failure to properly man the vessel;
5. Failure to properly train the crew;
6. Failure to assign properly qualified and licensed crew to man the helm; and
7. Any other acts of negligence which will be shown at the trial of this matter.

14.

The injuries and damages sustained by Plaintiff, JOHNNY CARR, were additionally caused by the unseaworthiness of the M/V LADY BRANDI, which includes following nonexclusive particulars:

1. Failure to maintain a proper lookout;
2. Failure to provide and/or utilize proper navigational aids for navigating the Atchafalaya Ship Channel;
3. Failure to provide and/or utilize proper navigational equipment such as charts, GPS and radar; and;
4. Failure to properly man the vessel;
5. Failure to properly train the crew;
6. Failure to assign properly qualified and licensed crew to man the helm; and
7. Other acts of unseaworthiness which will be shown at the trial of this matter.

15.

As a result of the injuries received while a member of the crew of the M/V LADY BRANDI, Plaintiff, JOHNNY CARR, is entitled to receive maintenance and cure until he reaches maximum medical cure.

16.

Although Plaintiff has received some maintenance and cure benefits, Plaintiff contends that said maintenance payments are insufficient and not reflective of his reasonable shoreside expenses for food, lodging and clothing as required by law; and, despite Plaintiff not reaching maximum medical cure and needing further medical care, that Defendants have arbitrarily and capriciously denied and/or delayed cure thereby hindering the medical treatment recommended by his doctors.

As a result of IBERIA MARINE SERVICE's arbitrary and capricious refusal to properly honor their maintenance and cure obligation, Plaintiff is entitled to reasonable attorney's fees in an amount to be set by this court and punitive damages in an amount to be determined by this Honorable Court.

WHEREFORE, Plaintiff, **JOHNNY CARR**, prays that Defendant, **IBERIA MARINE SERVICE, LLC**, be served with a certified copy of this Complaint for Damages, and be duly cited to appear and answer same; that after all due proceedings are had, that there be judgment rendered in favor of Plaintiff, **JOHNNY CARR**, and against Defendant, **IBERIA MARINE SERVICE, LLC**, for all damages that are reasonable in the premises, together with attorney's fees, punitive damages, legal interest and for all costs of these proceedings; and further, for all general and equitable relief which the court deems necessary and proper under the circumstances.

Respectfully submitted,

/s/ Charles C. Bourque, Jr. _____
CHARLES C. BOURQUE, JR. (#20118)
JOSEPH G JEVIC III (#23145)
ST. MARTIN & BOURQUE
P.O. Box 2017
Houma, Louisiana 70361
Telephone: (985) 876-3891
Facsimile: (985) 851-2219

PLEASE SERVE:

IBERIA MARINE SERVICE, LLC
Through its agent for service of process
Blake Miguez
3015 Gene Flash Rd.
New Iberia, LA 70560