

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
HATTIESBURG DIVISION**

BOBBIE BURNES

PLAINTIFF

VS.

CIVIL ACTION NO.: 2:11cv241-KS-MTP

**TRINITY MANAGEMENT GROUP, INC.,
B+B DREDGING COMPANY and DUTRA
DREDGING COMPANY**

DEFENDANTS

**COMPLAINT
(Jury Trial Demanded)**

COMES NOW, Plaintiff, Bobbie Burnes, and files this, his Complaint against Trinity Management Group, Inc., B+B Dredging Company and Dutra Dredging Company, and in support thereof would show unto this Honorable Court the following, to-wit:

I. The Parties

1. Bobbie Burnes is an adult resident citizen of Jefferson Davis County, Mississippi, whose address is 637 Mount Carmel Road, Prentiss, Mississippi.

2. The Defendant, Trinity Management Group, Inc., (hereinafter "Trinity") is a foreign corporation doing business within the State of Mississippi and within the jurisdiction of this Honorable Court, whose principal office and mailing address 431 London Street, Portsmouth, Virginia 23704, who may be served with process through its registered agent for service of process, Steven M. Miceli, 431 London Street, Portsmouth, Virginia. Trinity is indebted unto Plaintiff for all damages to which he is entitled to receive as prayed for herein, together with legal interest thereon from date of judicial demand until

paid and for all costs of these proceedings for the following, non-exclusive acts of negligence, as more specifically set forth below.

3. The Defendant, B+B Dredging Company, (hereinafter "B+B Dredging") is a foreign corporation doing business within the State of Mississippi and within the jurisdiction of this Honorable Court, whose principal office and mailing address 400 West Erie Street, Suite 100, Chicago, Illinois 60654, who may be served with process through its registered agent for service of process, CT Corporation System, 4701 Cox Road, Suite 301, Glen Allen, Virginia. B+B Dredging is indebted unto Plaintiff for all damages to which he is entitled to receive as prayed for herein, together with legal interest thereon from date of judicial demand until paid and for all costs of these proceedings for the following, non-exclusive acts of negligence, as more specifically set forth below.

4. The Defendant, Dutra Dredging Company, (hereinafter "Dutra") is a foreign corporation doing business within the State of Mississippi and within the jurisdiction of this Honorable Court, whose principal office and mailing address 2350 Kerner Boulevard, Suite 200, San Rafael, California 94901, who may be served with process through its registered agent for service of process, National Registered Agents, Inc., 2875 Michelle Drive, Suite 100, Irvine, California 92606. Dutra is indebted unto Plaintiff for all damages to which he is entitled to receive as prayed for herein, together with legal interest thereon from date of judicial demand until paid and for all costs of these proceedings for the following, non-exclusive acts of negligence, as more specifically set forth below.

II. Jurisdiction

5. Jurisdiction of this Court is invoked under the Jones Act and General Maritime Law.

III. Facts Giving Rise to Cause of Action

6. On or about August 18, 2009, Bobbie Burnes was employed by Defendants, Trinity, B+B Dredging and/or Dutra, as a Jones Act Seaman aboard the M/V DREDGE COLUMBIA.

7. At all pertinent times hereto, Trinity, B+B Dredging and/or Dutra owned, operated and/or controlled the M/V DREDGE COLUMBIA which was at all pertinent times a vessel in navigation.

8. On or about August 18, 2009, Plaintiff Bobbie Burnes sustained an accident which resulted in serious painful injuries to his shoulder and other parts of his body while employed by Trinity, B+B Dredging and/or Dutra. Plaintiff's injuries were caused when he experienced an electric shock while welding aboard the M/V DREDGE COLUMBIA.

IV. Negligence of Defendant

9. On information and belief, Plaintiff alleges that the sole and proximate cause of the accident which occurred on or about August 19, 2009 was the negligence of Trinity, B+B Dredging and/or Dutra in the following, non-exclusive respects:

- a) Breach of a legally imposed duty of reasonable care owed by the Defendants to the Plaintiff;
- b) Failure to provide a reasonably safe place to work;

- c) Failure to properly train and supervise Plaintiff;
- d) Failure to take any means or precautions for the safety of Defendant's employees, including Plaintiff;
- e) Creation and maintenance of an unseaworthy vessel;
- f) Failure to provide minimum safety requirements;
- g) Failure to provide adequate equipment for the job in question;
- h) Failure to provide adequate personnel for the job in question; and
- i) Other acts of negligence and unseaworthiness which will be shown at the trial of this matter.

V. Damages

10. As a direct result of Plaintiff's shoulder and other injuries which were due to the negligence of the Defendant and the unseaworthiness of the vessel, Plaintiff, Bobbie Burnes is entitled to recover from the Defendant reasonable and just compensatory, special and general damages as prayed for herein and to be awarded by this Honorable Court in the following non-exclusive respects:

- (a) Past, present and future physical, mental and emotional pain and suffering;
- (b) Past, present and future loss of wages, fringe benefits and wage earning capacity;
- (c) Past and future physical disability;
- (d) Past, present and future medical expenses; and
- (e) All other special and general damages as will be shown at the trial of this matter.

11. Pursuant to the General Maritime Law of the United States of America, Trinity, B+B Dredging and/or Dutra have and continues to have the absolute and nondelegable duty to provide Plaintiff with maintenance and cure benefits from the date that he was rendered unfit for duty until maximum cure is achieved.

12. As a result of the aforementioned accident Plaintiff was rendered unfit for duty and presently remains unfit and incapable of returning to duty as a seaman.

13. As a result of Plaintiff's injuries, Plaintiff prays for the payment of past, present and future adequate maintenance and cure benefits as well as past, present and future payment of any and all cure benefits to which Plaintiff is entitled. Further, Defendants, Trinity, B+B Dredging and/or Dutra have failed to honor their maintenance and cure obligations by failing to pay Plaintiff maintenance and cure obligations by failing to pay Plaintiff maintenance and cure benefits in the State of Mississippi. As such, Plaintiff is entitled to attorney's fees, punitive damages and an additional compensatory award for any acts of negligence on the part of the Defendants which would result in a deterioration of the Plaintiff's medical condition.

14. In connection with Plaintiff's injuries, Plaintiff specifically alleges a claim for punitive damages against the Defendants herein based upon General Maritime Law. This claim relates not only to any arbitrary and/or unreasonable failure to Defendants to pay maintenance and cure benefits but also for any gross negligence of the Defendants or unseaworthiness of the vessel as may be allowed under General Maritime Law.

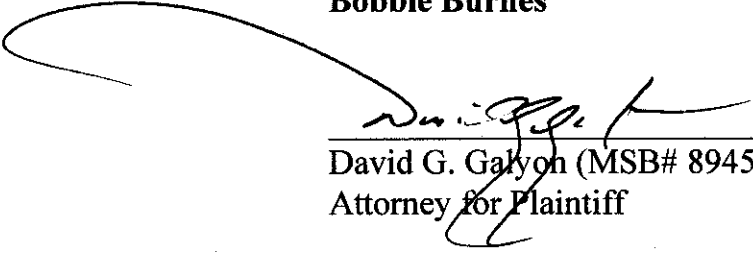
15. Plaintiff prays for a trial by jury on all issues raised herein.

WHEREFORE, PREMISES CONSIDERED Plaintiff demands a judgment of, from and against the Defendants in an amount within the jurisdictional limits of this Court to be determined at the trial of this cause plus interest from the date of the filing of the original Complaint and all costs of Court.

RESPECTFULLY SUBMITTED this the 1st day of December, 2011.

Respectfully submitted,

Bobbie Burnes



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Of Counsel:

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