

CAUSE NO. 19-CV-2091 _____

Nikolaos Tzumas	§	COUNTY COURT AT LAW
	§	
Plaintiff	§	
	§	
v.	§	NUMBER _____
	§	
Cruises to Nowhere, LLC	§	
	§	Galveston County - 405th District Court
Defendant	§	
	§	
	§	GALVESTON COUNTY, TEXAS

Original Petition

Plaintiff complains of Cruises to Nowhere, LLC. and would respectfully show the Court that:

I.

Jurisdiction

1. This Court has jurisdiction under the Savings to Suitors clause. 28 U.S.C. § 1333. Further, is well-settled that this Jones Act case is not removable. *Lackey v. Atlantic Richfield Co.*, 990 F.2d 202, 207 (5th Cir. 1993). Additionally, Defendant may not remove this case because it is a resident of Texas.

II.

Venue

2. Venue is proper in Galveston County because Defendant is a resident of Galveston County and the incident occurred there.

3. Plaintiff seeks over \$200,000 but no more than a \$1,000,000.00.

III.

Discovery Level

4. Discovery in this matter may be conducted under Level 2 of the Texas Rules of Civil Procedure.

IV.

Parties

5. Plaintiff is an American seaman and is a resident of Texas.

6. Defendant Cruises to Nowhere, LLC is a Texas company that may be served by delivery to its registered agent Michael Radigan at 2200 E. Highway 361 Aransas Pass, Texas 78336.

V.

Nature of the Action

7. On or about April 16, 2017, Plaintiff was employed as a Jones Act seaman with Defendant. At the time of the incident he was assigned to a casino vessel while that vessel was deployed over navigable waters. Moreover, Plaintiff aided in the function of that vessel. On the date in question, the captain of the vessel ran the vessel into a stationary buoy. Plaintiff was working near the contact point with the buoy and had to dive to safety wherein he suffered injuries to his neck.

8. Defendant was negligent and grossly negligent for the following reasons:

- a. failure to safely operate the vessel;
- b. failure to properly train its employees;
- c. failure to provide an adequate crew;
- d. operating the vessel in an improper and unsafe manner;

- e. failure to maintain the vessel;
- f. vicariously liable for their employees' negligence and gross negligence; and
- g. other acts deemed negligent and grossly negligent.

9. At all relevant times, the subject vessel was unseaworthy.

10. As a result of said occurrence, Plaintiff suffered a severe injury to his back and other parts of his body. Plaintiff sustained severe injuries to his body, which resulted in physical pain, mental anguish, and other medical problems. Plaintiff has sustained severe pain, physical impairment, discomfort, mental anguish, and distress. In all reasonable probability, Plaintiff's physical pain, physical impairment and mental anguish will continue indefinitely. Plaintiff has also suffered a loss of earnings in the past, as well as a loss of future earning capacity. Plaintiff has incurred and will incur pharmaceutical and medical expenses in connection with his injuries. Plaintiff has been damaged in a sum far in excess of the minimum jurisdictional limits of this Honorable Court, for which he now sues.

11. Plaintiff is also entitled to punitive damages because the aforementioned actions of Defendants were grossly negligent. Defendants acted with flagrant and malicious disregard of Plaintiff's health and safety. Defendants were subjectively aware of the extreme risk posed by the conditions, which caused Plaintiff's injury, but did nothing to rectify them. Instead, Defendants had Plaintiff and other crewmembers continue working despite the dangerous conditions that were posed to them. Defendant did so knowing that the conditions posed dangerous and grave safety concerns. Defendants' acts and omissions involved an extreme degree of risk

considering the probability and magnitude of potential harm to Plaintiff and others. Defendants had actual, subjective awareness of the risk, and consciously disregarded such risk by allowing Plaintiff to work under such dangerous conditions.

12. In addition, Defendants are liable for punitive damages for the willful and arbitrary failure to pay maintenance and cure. Maintenance and cure is an automatic right of seaman. Upon information and belief, Defendants have failed to meet this obligation and that failure justifies the imposition of punitive damages.

VI.

Jury Trial

13. Plaintiff hereby requests a trial by jury on all claims.

VII.

Discovery to Defendants

14. Plaintiff refers you to the attached Interrogatories, Request for Production, Request for Admissions and Request for Disclosure, and notifies you that a response is required within fifty (50) days of service of these requests. *See* Exhibit A.

VIII.

Prayer

Plaintiff prays that this citation issue and be served upon Defendants in a form and manner prescribed by law, requiring that the Defendants appear and answer, and that upon final hearing, Plaintiff has judgment against Defendants in a total sum in excess of the minimum jurisdictional limits of this Court, plus pre-judgment and post-judgment interests, all costs of Court, and all such other and further relief, to which Plaintiff show himself justly

entitled, including but not limited to:

- Past and future medical damages;
- Past and future loss of earning capacity;
- Past and future physical pain and mental anguish;
- Past and future impairment;
- Maintenance and cure;
- Attorney fees for the arbitrary failure to pay maintenance and cure, if any; and
- Exemplary damages.

Respectfully submitted,

PIERCE SKRABANEK PLLC

/s/ Kyle W. Chapel

M. PAUL SKRABANEK
State Bar No. 24063005
KYLE W. CHAPEL
State No. 24116188
3701 Kirby Drive, Suite 760
Houston, Texas 77098
Telephone: (832) 690-7000
Facsimile: (832) 616-5576
E-mail: paul@pstrialaw.com
betty@pstrialaw.com
service@pstrialaw.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT A

CAUSE NO. _____

Nikolaos Tzumas

Plaintiff

v.

Cruises to Nowhere, LLC

Defendant

§
§
§
§
§
§
§
§
§
§

COUNTY COURT AT LAW

NUMBER _____

GALVESTON COUNTY, TEXAS

**Plaintiff's First Request for Production, Request for Admissions
and First Set of Interrogatories to Defendants**

TO: Cruises to Nowhere, LLC is a Texas company that may be served by delivery to its registered agent Michael Radigan at 2200 E. Highway 361 Aransas Pass, Texas 78336.

Pursuant to the Texas Rules of Civil Procedure, Plaintiff requests that Defendant respond and produce for inspection and copying the documents and tangible things requested herein. Defendant shall file written responses to this request within fifty (50) days after the date of service. Defendant shall provide the requested documents for inspection and copying at the law offices of Pierce Skrabanek, PLLC, 3701 Kirby Drive, Suite 760, Houston, Texas 77098.

I.

Definitions and Instructions

1. Under the Texas Rules of Civil Procedure, Defendant must amend a prior answer to an interrogatory if it obtains obtain information upon the basis of which:

- (a) It knows that the answer was incorrect when made; or
- (b) It knows that the answer, though correct when made, is no longer true and the circumstances are such that a failure to amend the answer is in substance a knowing concealment.

2. The terms “document” and “documents” mean all documents and tangible things, in the broadest sense allowed under the Texas Rules, and include, but are not limited to, information contained in computer storage and other electronic information retrieval systems, drafts, originals and nonconforming copies which contain deletions, insertions, handwritten notes or comments, however produced or reproduced, or to any other tangible permanent record, and without limitation, shall include, among other things, accident reports, medical reports, work safety logs, employment records, all marketing material, bids, letters, correspondence, records of discussions, conferences, memoranda, notes, telegrams, summaries, telephone logs and records, teletypes, bank checks, bank deposits and withdrawal slips, bank credit and debit memoranda, records, telexes, private wire messages, communications, calendars, diaries, appointment books, agenda of meetings, conversations, schedules, reports, studies, appraisals, analyses, lists, surveys, budgets, financial statements, financial projections, financial calculations, financial audits, contracts, agreements or proposed agreements, confidentiality agreements, periodicals, charts, graphs, interviews, speeches, transcripts, depositions, press releases, brochures, books of account, affidavits, communications with government bodies, invoices, notes and minutes of meetings of Boards of Directors, audit committees, financial committees and executive committees, interoffice communications, results of investigations, working papers, newspaper or magazine articles, records of payments, releases, receipts, computer programs and printouts, maps, blue prints, liftings, tax returns, vouchers, subpoenas, papers similar to any of the foregoing and other writings of every kind and descriptions (whether or not actually used) in your possession, custody or control; and other records of voice recordings, film, tapes, and other data compilations from which information can be obtained whether these are resident on paper or other media such as magnetic, electronic, or optical.

3. You are to produce all documents that are in the possession, control or custody of you or in the possession, control or custody of any attorney for you. Without limiting the term "control," a document within your control if you have ownership, possession or custody of the document, or the right to secure the document or copy from any person or public or private entity having physical possession thereof.

4. All duplicates or copies of documents are to be provided to the extent they have handwriting, additions, or deletions of any kind different from the original document being produced.

5. Unless otherwise indicated, documents requested by this Document Request are documents referring to, relating to, or prepared during the last ten years.

6. This Document Request requires you to amend or supplement your production of documents.

7. In the event that any document requested has been lost or destroyed, you shall identify such document and, in addition, specify (a) the date of its loss or destruction; (b) the reason for its destruction; (c) the person authorizing its destruction; and (d) the custodian of the document immediately preceding its loss or destruction.

8. Plaintiff requests that you provide the descriptions specified in Rules for each document not produced because of a claim of privilege. Such descriptions shall specify in writing with respect to each purportedly privileged document, its author(s), recipient(s), nature (e.g. memorandum, letter), date, subject matter, the nature of the claimed privilege and all facts you rely on to support the claim of privilege. Plaintiff requests that you provide such descriptions within fifteen days after service of your response, or responses, to these documents requests.

9. If you object to any part of a document request, you shall produce all documents, or any portions thereof, covered by the request to which you do not object.

10. "You," "your," or "yours" shall mean, unless otherwise specified in a particular request, Defendant named in this lawsuit and/or any agent or representative of Defendant named in this lawsuit during all times relevant to this action.

11. The term "and/or," "or," and "and" are used inclusively, not exclusively.

12. The term "identify," or "identity," when used herein in reference to a natural person, means to state (1) his/her full name and the present or last known address of his/her residence, and last known telephone number (with area code prefix); (2) his/her present or last known business affiliation and positions with respect thereto during the relevant time period as herein defined, including a description of his/her duties and responsibilities. If any of the above information is not available, state any other available means of identification.

13. The terms "concerning" or "relating to" as used herein shall mean referring to, reflecting or related in any manner, logically, factually, indirectly or directly to the matter discussed.

14. The terms "evidencing" as used – herein shall mean constituting, reflecting, memorializing, referring to and/or supporting – logically, factually, indirectly or directly – the matter discussed.

15. The term “Damages” shall mean all claims for relief alleged by Plaintiff in the latest Complaint.

16. The term “JSA” shall mean safety meeting minutes and/or reports.

17. The term “communication” includes, without limitation, every manner or means of statement, utterance, notation, disclaimer, transfer, or exchange of information of any nature whatsoever, by or to whomever, whether oral, written, or face-to-face, by telephone, U.S. mail, personal delivery, electronic mail, computer, or otherwise, specifically including, without limitation, correspondence, conversations, dialogue, discussions, interviews, consultations, agreements, and other understandings.

18. All documents responsive to this request shall be produced in their original form. Documents originally in hard copy form shall be produced in that form. Documents or items requested in electronic, optical, or magnetic media form shall be produced in the form requested as kept by you. In the event Plaintiff experiences difficulty in retrieving or translating said electronic, computer or magnetic data, Defendants shall produce all such documentary information contained within said data in hard copy form that does not require translation within five (5) days of receiving objection from Plaintiff without the necessity of court order.

19. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter gender. The past tense includes the present tense where the clear meaning is not distorted by change of tense.

20. “Vessel” and/or “Platform” shall refer to where the Plaintiff(s) was working at the time of the events that form the basis of this lawsuit.

21. “Entity” or “Entities” shall mean any corporation, corporate form (such as a limited partnership, limited liability partnership, or limited liability company), parent company, affiliate, subsidiary, partner, member, venture, partnership, or any other structure (or a chain of successive entities) that conducts business, has conducted business, or anticipates conducting business.

22. **If you have any objections such as vague, overbroad, etc., please do not object. Instead, call me and I will try to take into account your objections and specific concerns in hopes of working such disputes out amicably.**

II.

Interrogatories

1. Describe procedure implemented at Ensco when crewmember exhibits stroke like symptoms.

ANSWER:

2. Identify all individuals aboard Ensco 8500 with medical experience and state their credentials in that regard.

ANSWER:

3. Explain the decision-making process regarding sending Plaintiff to shore via vessel rather than Helicopter.

ANSWER:

4. Give the name, job title and employer at the times and on the occasions in question, last-known employer, last-known employer's address, last-known residential telephone number, and last-known residential address of each person who witnessed or was in the closest proximity to Plaintiff(s) when the underlying basis of this lawsuit occurred.

ANSWER:

5. Were any individuals or companies other than those named in the Complaint herein involved in any manner in the incident made the basis of this suit? If your answer is in the affirmative, please identify said individuals and/or companies.

ANSWER:

6. Please identify any and all person(s) known to you to have knowledge of the relevant facts upon which this lawsuit is based. In your response, include the last-known residential telephone number, residential address, and employer of the person identified.

ANSWER:

7. If you claim that the incident resulted from Plaintiff's own contributory negligence, fault, lack of care, inattention to duties, or failure to take ordinary precautions commensurate with his own safety, please set forth fully and specifically the facts upon which you rely for those claims.

ANSWER:

8. Have you conducted an investigation into the cause or causes of the incident in question? If your answer is in the affirmative, please identify each and every person conducting said investigation(s), the date(s) on which said investigation(s) were performed, and who was present during said investigation(s).

ANSWER:

9. Do you possess any statements, whether signed or unsigned, written or otherwise, concerning facts relating to the incident made the basis of this lawsuit or the injuries therefrom? If your answer is “yes”, identify each person from whom you possess a statement; state when and where each and every statement or statements were taken; and identify the person who took each such statement and by whom each person was employed at the time such statement was taken.

ANSWER:

10. If you contend that some person, thing, or entity other than either the Plaintiff(s) or Defendant, by some act or omission, caused or contributed to cause the incident in question in any way, no matter how slight or small, or the injuries allegedly resulting therefrom, identify that person, entity, or thing.

ANSWER:

11. If you contend that the incident in question, or the injuries allegedly resulting therefrom, were caused in whole or in part by a pre-existing physical condition of the Plaintiff(s), identify each such condition, and describe how each contributed thereto.

ANSWER:

12. Please state whether, subsequent to Plaintiff’s alleged incident, you or any other company to your knowledge made any repairs, additions, alterations, renovations, improvements, or performed any other work on the area or equipment of the Vessel and/or Platform involved in the incident. For each such alteration, or instance of such work, state the date it was done, the names of all persons participating in the work to be done, the reason the work was to be done, and a description of all repairs, alterations, or work done.

ANSWER:

13. Please state the name, address (home and business) and telephone number (home and business) of this Defendant’s person in charge on the date of the incident made the basis of this suit, and the exact name and address of the company by whom he was employed at the time of the incident.

ANSWER:

14. State the total amount of maintenance, cure, and/or compensation you paid Plaintiff(s) to date.

ANSWER:

15. If you have not provided maintenance, cure, and/or compensation to Plaintiff(s), please list each and every fact upon which that decision is based.

ANSWER:

16. Please list every witness you intend to call at trial. In your response, include the last-known residential telephone number, residential address, and employer of the person identified. Also include a short description of the subject each witness is expected to testify about.

ANSWER:

III.

Requests for Production

1. All policies of insurance that cover the occurrences in question, including excess coverage(s), which were in effect during the events underlying this lawsuit that may have insured Defendant against the allegations of Plaintiff(s) in this lawsuit.

RESPONSE:

2. All photographs, videos, drawings, or other depictions of the Vessel and/or Platform, the area(s) in question, the equipment, gears, tool, tackle and/or appurtenances in question, the Plaintiff(s), or other relevant objects that concern the events giving rise to this lawsuit.

RESPONSE:

3. Copy of any emails sent after the incident in question addressing Plaintiff's injuries or the incident itself.

RESPONSE:

4. All blueprints, diagrams, and deck arrangements of the Vessel and/or Platform that relate to the events giving rise to this lawsuit.

RESPONSE:

5. Plaintiff's pre-employment physicals.

RESPONSE:

6. All accident, injury, disability or injury reports concerning the underlying events of this lawsuit, whether signed by Plaintiff(s) or not, that concern events giving rise to this lawsuit.

RESPONSE:

7. All medical records that refer to Plaintiff(s), including medical records that predate the occurrences in question. This request also seeks test results and/or films.

RESPONSE:

8. Any certificates of inspection concerning the Vessel and/or Platform for the period of one (1) year before and after the events underlying this lawsuit.

RESPONSE:

9. Notations or all other records of safety meetings for the period of six (6) months before and six (6) months after the events underlying this lawsuit.

RESPONSE:

10. All medical logs referring to Plaintiff(s), including medical logs that may predate or be subsequent to the events underlying this lawsuit

RESPONSE:

11. The entire Marine Index Bureau Report on Plaintiff(s).

RESPONSE:

12. All income tax returns and attachments that relate to Plaintiff(s).

RESPONSE:

13. All social security earnings records you possess relating to Plaintiff(s).

RESPONSE:

14. All invoices, requisitions, logs and other similar documents that concern any repairs, alterations, inspections, corrections and/or improvements to any part of the Vessel and/or Platform which was involved in the events giving rise to this lawsuit, including but not limited to equipment, gears, tackle, appurtenances, and tools.

RESPONSE:

15. All records indicating favorable or unfavorable performance and conduct evaluations of Plaintiff(s).

RESPONSE:

16. Copies of all medical bills or requests for authorization for medical treatment submitted to you on or subsequent to the occurrence in question, whether from the Plaintiffs, Plaintiff's counsel, or the medical providers themselves, and if your records so reflect, the dates you received each of these documents.

RESPONSE:

17. All documents describing and showing the cost of "fringe benefits" received by plaintiff in connection with his/her employment by Defendant including health insurance, disability plans

RESPONSE:

18. All documents that mention, concern, refer or relate to wages and benefits paid currently to individuals working on the vessel or platform where Plaintiff was injured.

RESPONSE:

19. All documents that mention, concern, refer or relate to your benefit plan

RESPONSE:

20. All documents that mention, concern, refer or relate to overtime pay for individuals working on the vessel or platform where Plaintiff was injured.

RESPONSE:

21. All documents that mention, concern, refer or relate to the cause of the accident.

RESPONSE:

22. All documents received from third parties that mention, concern, refer or relate to any issue in this lawsuit.

RESPONSE:

23. Plaintiff's complete employment file.

RESPONSE:

24. All reports, citations, or other documents that relate to the Coast Guard, OSHA, Minerals Management Service or any other governmental agency that concern the events giving rise to this lawsuit.

RESPONSE:

25. All records referring to Plaintiff(s) concerning the criminal justice system.

RESPONSE:

26. All safety manuals and materials that relate to the events underlying this lawsuit.

RESPONSE:

27. All records referring to Plaintiff(s) and relating to Plaintiff's prior and current employers.

RESPONSE:

28. All personnel files that refer to the individuals who functioned as Plaintiff's supervisor(s), the Vessel's, and/or Platform's supervisor(s) during the time period when the events giving rise to this lawsuit occurred.

RESPONSE:

29. All reprimands, including notations of verbal reprimands, given to any employee for any reason that concern the events giving rise to this lawsuit. This includes Plaintiff(s), if any at all.

RESPONSE:

30. All employment, Vessel, and/or Platform records that in any manner mention Plaintiff(s).

RESPONSE:

31. All non-privileged communications from you or your employees to medical providers, you, your insurers, agents and/or representatives that in any manner concern the events giving rise to this lawsuit.

RESPONSE:

32. All documents concerning any subsequent remedial measures taken after the events giving rise to this lawsuit.

RESPONSE:

33. All reports, citations, or other documents to or from the Coast Guard, OSHA, Minerals Management Service or any other governmental agency that concern compliance or noncompliance with any government standards concerning the Vessel, the Platform, and/or equipment from the Vessel or Platform.

RESPONSE:

34. All photographs, videotapes, or films which depict the events underlying this lawsuit.

RESPONSE:

35. All settlement agreements, releases, indemnifications, or assignments which have been signed by you in connection with the events underlying this lawsuit.

RESPONSE:

36. All summaries, reports, and files reviewed by each person who may testify as an expert witness at trial.

RESPONSE:

37. All documents prepared by each expert witness who has been consulted by you and whose opinions have been reviewed by an expert witness who may testify at trial.

RESPONSE:

38. Copies of all publications which any expert witness obtained or consulted by you has contributed to or on which he or she will rely, which relate in any way to the subject matter or opinions of the expert witness.

RESPONSE:

39. All documents evidencing communications between you and each expert witness who may testify at trial.

RESPONSE:

40. A current copy of the *curriculum vitae* or resume of any person whom you may call as an expert witness in the trial of this case.

RESPONSE:

41. A current *curriculum vitae* or resume of each person whose opinions or impressions have been reviewed or relied upon by any person who may be called to testify in the trial of this case.

RESPONSE:

42. A current list of the cases, including the cause number, of all trial and deposition testimony given in the past five (5) years by each person whom you may call as an expert witness in the trial of this case in which such expert discussed or described mental impressions or conclusions that relate to the subject matter of this lawsuit.

RESPONSE:

43. A current list of the cases, including the cause number, of all trial and deposition testimony given in the past five (5) years by each person whose opinions or impressions have been reviewed or relied upon by any expert who may be called to testify in the trial of this case in which such person discussed or described mental impressions or conclusions that relate to the subject matter of this lawsuit.

RESPONSE:

44. All transcripts and video recordings of deposition or trial testimony given in the past five (5) years by each person whom you may call as an expert witness in the trial of this case in which such expert witness discussed or described mental impressions or conclusions that relate to the subject matter of this lawsuit.

RESPONSE:

45. All transcripts and video recordings of deposition or trial testimony given in the past five (5) years by each person whose opinions or impressions may have been reviewed or relied upon by any expert who may be called to testify in the trial of this cause in which such person discussed or described mental impressions or conclusions that relate to the subject matter of this lawsuit.

RESPONSE:

46. A current list of works written or published by each person whom you may call as an expert witness in a trial of this case.

RESPONSE:

47. All documents which you have been asked to identify and/or to which you have made reference or identified in your responses to Plaintiff's Interrogatories to Defendants.

RESPONSE:

48. All documents evidencing the cause of the events underlying this lawsuit.

RESPONSE:

49. All documents supporting any defenses (affirmative or otherwise) raised by you to the allegations set forth in Plaintiff's latest Complaint.

RESPONSE:

50. All correspondence between you and any other person concerning the events underlying this lawsuit.

RESPONSE:

51. All photographs, motion pictures, videos, models, diagrams, drawings, or other visual display concerning any issues in this case.

RESPONSE:

52. All documents evidencing the extent of damage, either physical or monetary, to Plaintiff(s).

RESPONSE:

53. Copies of all documents, including policies and instruction manuals which the Defendants provide its employees during the hiring process and/or to contractors hired by you.

RESPONSE:

54. Copies of all manuals and test materials used by Defendants to monitor and evaluate the performance of its employees.

RESPONSE:

55. All documents that concern, refer to, or relate to Plaintiff(s).

RESPONSE:

56. All documents concerning communications between you and Plaintiff(s).

RESPONSE:

57. All documents relating to events that are substantially similar to the events underlying this lawsuit and relating to Defendants.

RESPONSE:

58. All documents relating to any instructions or directions provided by you to Plaintiff(s) and relating to the events underlying this lawsuit.

RESPONSE:

59. Any and all photographs, slides, videotapes, films, DVD's, recording and tape recordings taken or obtained in connection with the accident or the filing of this suit.

RESPONSE:

60. Any and all written or recorded statements, and summaries thereof, given or taken by any person in connection with the accident or the filing of this suit.

RESPONSE:

61. Any and all written or recorded statements of Plaintiff(s) taken by Defendant and/or any agent or representative of Defendant.

RESPONSE:

62. Any and all settlement agreements or other documents setting forth the terms and conditions of any settlement entered into by you or your insurer(s) with any party to this suit.

RESPONSE:

63. Any and all daily logs relating or referring to the work to be performed or work performed at the work site in question at the time of the accident made the basis of this suit.

RESPONSE:

64. Any and all other logs relating or referring to the work to be performed or work performed at the time of the accident made the basis of this suit.

RESPONSE:

65. The entire investigation file of this Defendant, or its agents and/or representatives, prepared or assimilated prior to the date of filing of the Complaint in this Court that relate to Plaintiff(s) or his claims or injuries.

RESPONSE:

66. Any and all documents, photographs, video tapes, cassettes, DVD's and/or recordings relating to any surveillance made of Plaintiff(s).

RESPONSE:

67. Any and all correspondence, fax, memoranda, invoices, contracts, telephone messages and/or email by and between any and all parties to this case which in any way

concerns, refers to, or relates to the accident made the basis of this suit.

RESPONSE:

68. All correspondence and any other related documents by and between Defendant and its insurance company which in any way relates to, directly or indirectly, coverage for Plaintiff's injuries and damages arising out of the accident made the basis of this suit.

RESPONSE:

69. Any and all documents, contracts, correspondence and/or notes which concerns, refers to, or reflect potential parties to this action and persons with knowledge of relevant facts.

RESPONSE:

70. All contracts by and between this Defendant and any party herein and this Defendant and any other individual or entity, covering the job in question.

RESPONSE:

71. Any and all company records, daily reports and other daily logs for the Vessel and/or Platform in question for one month before and after the events underlying this lawsuit.

RESPONSE:

72. Any and all records of work being performed by Plaintiff(s) at the time of the accident, including but not limited to personnel files, copies of payroll checks, front and back.

RESPONSE:

73. Any all reports prepared for or by the medic, regarding treatment rendered to Plaintiff(s) at the time of the incident made the basis of this lawsuit.

RESPONSE:

74. All U.S. Coast Guard discharges you possess on the Plaintiff(s).

RESPONSE:

75. All records you possess from the Plaintiff's prior employers.

RESPONSE:

76. Defendant's Safety Manuals for the past five years.

RESPONSE:

77. Defendant's Operations, Procedures and Employee Manuals for the past five years.

RESPONSE:

78. Any and all logs for the Vessel and/or Platform within one month of the accident.

RESPONSE:

79. The complete personnel file of Plaintiff(s), including, but not limited to, any documentation related to applications of employment, pre-employment physical(s) and drug test(s) and results thereof.

RESPONSE:

80. All JSA's for the month before the accident.

RESPONSE:

81. All JSA's for the work being performed at the time of the incident made the basis of this suit.

RESPONSE:

82. Your complete maintenance and cure file, all documents which reflect maintenance and/or cure payments made by you or on your behalf, and all documents and/or materials you have relied on to decide whether or not to make maintenance and/or cure payments.

RESPONSE:

83. Copies of all medical bills or requests for authorization for medical treatment submitted to you on or subsequent to the occurrence in question, whether from the Plaintiffs, Plaintiff's counsel, or the medical providers themselves, and if your records so reflect, the dates you received each of these documents.

RESPONSE:

84. All documents describing and showing the cost of "fringe benefits" received by plaintiff in connection with his/her employment by Defendant including health insurance, disability plans, and any other employment benefits.

RESPONSE:

85. All documents that mention, concern, refer or relate to wages and benefits paid currently to individuals working on the vessel or platform where Plaintiff was injured.

RESPONSE:

86. All documents that mention, concern, refer or relate to your benefit plan

RESPONSE:

87. All documents that mention, concern, refer or relate to overtime pay for individuals working on the vessel or platform where Plaintiff was injured.

RESPONSE:

88. All documents that mention, concern, refer or relate to the cause of the accident.

RESPONSE:

89. All documents received from 3rd parties that mention, concern, refer or relate to any issue in this lawsuit.

RESPONSE:

89. Each exhibit you will introduce or attempt to introduce into evidence at trial.

RESPONSE:

90. A privilege log which describes each document, item, material, communication, and/or piece of information withheld on the basis of a privilege with sufficient particularity for Plaintiff to assess the applicability of the privilege asserted.

RESPONSE:

91. Any documents concerning, referring, or relating to Defendant's use of a crane to open the lid on the cutting box.

RESPONSE:

92. Please produce the Safety Department email from December 22, 2015 regarding vessel discrepancies for the Ensco 8500.

RESPONSE:

93. Please produce the Vessel audit and Checklist for December 22, 2015 for the Ensco 8500.

RESPONSE:

IV.

Requests for Admissions

1. Admit that Defendant has been properly named in Plaintiff's most recently filed Complaint/Petition.

RESPONSE:

2. Admit that Defendant has not been properly named in Plaintiff's most recently filed Complaint/Petition.

RESPONSE:

3. Admit that on or about the date in question, and at all times material hereto, the Defendant owned the Vessel and/or Platform on which Plaintiff(s) was injured at the time of the incident made the basis of this suit.

RESPONSE:

4. Admit that on or about the date in question, and at all times material hereto, the Defendant did not own the Vessel and/or Platform on which Plaintiff(s) was injured at the time of the incident made the basis of this suit.

RESPONSE:

5. Admit that on or about the date in question, and at all times material hereto, the Defendant operated the Vessel and/or Platform on which Plaintiff(s) was injured at the time of the incident made the basis of this suit.

RESPONSE:

6. Admit that on or about the date in question, and at all times material hereto, the Defendant did not operate the Vessel and/or Platform on which Plaintiff(s) was injured at the time of the incident made the basis of this suit.

RESPONSE:

7. Admit that on or about the date aforementioned and at all times material hereto, Plaintiff(s) was working in the course and scope of his employment for the Defendant.

RESPONSE:

8. Admit that on or about the date aforementioned and at all times material hereto, Plaintiff(s) was not working in the course and scope of his employment for the Defendant.

RESPONSE:

9. Admit that on or about the date in question, Plaintiff(s) sustained injuries while in the course and scope of his employment for Defendant aboard the Vessel to which Plaintiff(s) was assigned at the times of the incident made the basis of this suit.

RESPONSE:

10. Admit that on or about the date in question, Plaintiff(s) did not sustain injuries while in the course and scope of his employment for Defendant aboard the Vessel to which Plaintiff(s) was assigned at the times of the incident made the basis of this suit.

RESPONSE:

11. Admit that on or about the date in question and at all times material thereto, the Defendant, its officers, agents or employees received notice that Plaintiff(s) claimed to have sustained injuries while working on Defendant's Vessel and/or Platform.

RESPONSE:

12. Admit that on or about the date in question and at all times material thereto, the Defendant, its officers, agents or employees did not receive notice that Plaintiff(s) claimed to have sustained injuries while working on Defendant's Vessel and/or Platform.

RESPONSE:

13. Admit that on or about the date in question a log entry or entries were made in the logs of the Defendant's vessel and/or Platform regarding the injuries sustained by Plaintiff(s).

RESPONSE:

14. Admit that on or about the date in question a log entry or entries was not made in the logs of the Defendant's vessel and/or Platform regarding the injuries sustained by Plaintiff(s).

RESPONSE:

15. Admit that following and after Plaintiff(s) reported that he had sustained injuries, the Defendant filed a report with the United States Coast Guard and/or Mineral

Management Services concerning Plaintiff's injuries.

RESPONSE:

16. Admit that following and after Plaintiff(s) reported that he had sustained injuries, the Defendant did not file a report with the United States Coast Guard and/or Mineral Management Services concerning Plaintiff's injuries.

RESPONSE:

17. Admit that prior to Plaintiff's reported injuries, Plaintiff's conduct and ability rating aboard Defendant's Vessel and/or Platform was satisfactory.

RESPONSE:

18. Admit that prior to Plaintiff's reported injuries, Plaintiff's conduct and ability rating aboard Defendant's Vessel and/or Platform was unsatisfactory.

RESPONSE:

19. Admit that Defendant was negligent in causing the injuries sustained by Plaintiff(s) on the date in question while performing work in the course and scope of his employment for Defendant.

RESPONSE:

20. Admit that Defendant was not negligent in causing the injuries sustained by Plaintiff(s) on the date in question while performing work in the course and scope of his employment for Defendant.

RESPONSE:

21. Admit that the Plaintiff(s) was not contributorily negligent at the time of his accident on Defendant's Vessel and/or Platform.

RESPONSE:

22. Admit that the Plaintiff(s) was contributorily negligent at the time of his accident on Defendant's Vessel and/or Platform.

RESPONSE:

23. Admit that Defendant employed the Plaintiff(s) at the time and on the occasion in question.

RESPONSE:

24. Admit that Defendant did not employ the Plaintiff(s) at the time and on the occasion in question.

RESPONSE:

25. Admit that the occurrence made the basis of this suit was reported.

RESPONSE:

26. Admit that the occurrence made the basis of this suit was not reported.

RESPONSE:

27. Admit that the occurrence made the basis of this suit was timely reported.

RESPONSE:

28. Admit that the occurrence made the basis of this suit was not timely reported.

RESPONSE:

29. Admit that the Plaintiff(s) was in the course and scope of his employment at all times material hereto.

RESPONSE:

30. Admit that the Plaintiff(s) was not in the course and scope of his employment at all times material hereto.

RESPONSE:

31. Admit that venue is proper.

RESPONSE:

32. Admit that venue is improper.

RESPONSE:

33. Admit that the Plaintiff(s) claimed to have been injured in the course and scope of his employment.

RESPONSE:

34. Admit that the Plaintiff(s) did not claim to be injured in the course and scope of his employment.

RESPONSE:

35. Admit that the Plaintiff(s) did not suffer from any relevant pre-existing condition(s) prior to the occurrence in question.

RESPONSE:

36. Admit that the Plaintiff(s) suffered from a relevant pre-existing condition(s) prior to the occurrence in question.

RESPONSE:

37. Admit that personal jurisdiction exists over the Defendant.

RESPONSE:

38. Admit that personal jurisdiction does not exist over the Defendant.

RESPONSE:

39. Admit that this is a convenient forum.

RESPONSE:

40. Admit that this is an inconvenient forum.

RESPONSE:

41. Admit that on the date in question Plaintiff(s) was under instructions to perform the work he was performing, irrespective of whether you claim the Plaintiff(s) did the work in an unsafe manner.

RESPONSE:

42. Admit that on the date in question Plaintiff(s) was not under instructions to perform the work he was performing, irrespective of whether you claim the Plaintiff(s) did the work in an unsafe manner.

RESPONSE:

43. Admit that the Plaintiff(s) was not intoxicated or under the influence of non-prescription drugs on the occasion in question.

RESPONSE:

44. Admit that the Plaintiff(s) was intoxicated or under the influence of non-prescription drugs on the occasion in question.

RESPONSE:

45. Admit that you possess insurance coverage to cover potential liability against you in this action.

RESPONSE:

46. Admit that you do not possess insurance coverage to cover potential liability against you in this action.

RESPONSE:

47. Admit that Defendant's vessel in question was unseaworthy at the time of incident herein.

RESPONSE:

48. Admit that Defendant's vessel in question was seaworthy at the time of the incident herein.

RESPONSE:

49. Admit that Defendant's actions proximately caused the injuries sustained by Plaintiff(s) on the date in question based on the occurrence made the basis of this lawsuit.

RESPONSE:

50. Admit that Defendant's actions did not proximately cause the injuries sustained by Plaintiff(s) on the date in question based on the occurrence made the basis of this lawsuit.

RESPONSE:

51. Admit that you (or your counsel) received medical reports prepared by Plaintiff's treating physicians and medical bills incurred by Plaintiff(s) for the treatment of Plaintiff's injuries.

RESPONSE:

52. Admit that you (or your counsel) did not receive medical reports prepared by Plaintiff's treating physicians and medical bills incurred by Plaintiff(s) for the treatment of Plaintiff's injuries.

RESPONSE:

53. Admit that you have not paid all Plaintiff's medical bills for treatment of Plaintiff's injuries arising from the accident which forms the basis of this lawsuit.

RESPONSE:

54. Admit that you have paid all Plaintiff's medical bills for treatment of Plaintiff's injuries arising from the accident which forms the basis of this lawsuit.

RESPONSE:

55. Admit that you intend to pay all of Plaintiff's medical bills incurred as a result of the accident which forms the basis of this lawsuit.

RESPONSE:

56. Admit that you do not intend to pay all of Plaintiff's medical bills incurred as a result of the accident which forms the basis of this lawsuit.

RESPONSE:

57. Admit that the deck plating where Plaintiff fell was not properly bolted down.

RESPONSE:

58. Admit that the deck plating where Plaintiff fell was property bolted down.

RESPONSE:

59. Admit you admitted fault in the incident by sending an email around the company after the fact.

RESPONSE:

60. Admit you did not admit fault in the incident by sending an email around the company after the fact.

RESPONSE:

V.

Request for Disclosures

- (a) The correct names of the parties to the lawsuit;
- (b) The name, address, and telephone number of any potential parties;
- (c) The legal theories and, in general, the factual basis of your claims or defenses;
- (d) The amount and any method of calculating economic damages;
- (e) The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;
- (f) For any testifying expert
 - (1) The expert's name, address, and telephone number;
 - (2) The subject matter on which the expert will testify;
 - (3) The general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by you, employed by you, or otherwise subject to your control, documents reflecting such information;
 - (4) If the expert is retained by you, employed by you, or otherwise subject to your control:
 - (A) All documents, tangible items, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
 - (B) The expert's current resume and bibliography;
- (g) Any discoverable indemnity and insuring agreements described in Rule 192.3(f);
- (h) Any discoverable settlement agreements described in Rule 192.3(g);
- (i) Any witness statements described in Rule 192.3(h);
- (j) All medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills;
- (k) All medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party.
- (l) The name, address, and telephone number of any person who may be designated as a responsible third party.

Respectfully submitted,

**PIERCE SKRABANEK
BRUERA, PLLC**

/s/ M. Paul Skrabanek

M. PAUL SKRABANEK
State Bar No. 24063005
MICHAEL E. PIERCE
State Bar No. 24039117
3701 Kirby Drive, Suite 760
Houston, Texas 77098
Telephone: (832) 690-7000
Facsimile: (832) 616-5576
E-mail: paul@psbfirm.com
service@psbfirm.com

ATTORNEYS FOR PLAINTIFF