

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

KWABENA BOAKYE,)	
)	
Plaintiff,)	CIVIL ACTION
v.)	
)	FILE NO.: 1:17-cv-03201-TWT
NCL (BAHAMAS) LTD; NCL)	
AMERICA, LLC; PRIDE OF)	
AMERICA SHIP HOLDINGS,)	
LLC; and NCL AMERICA)	
HOLDINGS, LLC individually,)	
)	
Defendants.)	

PLAINTIFF’S FIRST AMENDED COMPLAINT

COMES NOW, Plaintiff KWABENA BOAKYE, and, pursuant to Fed. R. Civ. Pro. 15(a)(1)(B), files this his First Amended Complaint against Defendants NCL (Bahamas) Ltd; NCL America, LLC; Pride of America Ship Holdings, LLC and NCL America Holdings, LLC (“Defendants”), and, without waiving the right to file a motion to remand and/or to challenge the propriety of Defendants’ removal of this action to this Court, would respectfully show the Court that:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an American seaman under the Jones Act (46 U.S.C. § 30104) residing in Gwinnett County, Georgia.

2. Defendant NCL (Bahamas) Ltd., a Bermuda Company (“NCL Bahamas”) is a foreign corporation organized and incorporated under the laws of Bermuda with its principal place of business at 7665 Corporate Center Drive, Miami, Florida, 33126.

3. Defendant NCL Bahamas transacts business in this State and derives substantial revenue from business in the State of Georgia. NCL Bahamas is involved in the promotion and advertising of Norwegian Cruise Lines to residents of Georgia, and NCL Bahamas was served pursuant to the Georgia Long Arm Statute by serving its registered agent, Daniel S. Farkas, 7300 Corporate Center Drive, Miami, Florida 33126, and is represented by counsel. NCL Bahamas has filed an answer to the original complaint.

4. Because NCL Bahamas owned, operated, chartered, controlled, leased, managed and/or maintained the PRIDE OF AMERICA, which was at all pertinent times a vessel in navigation; because NCL Bahamas was Plaintiff’s employer under the Jones Act; and because NCL Bahamas has denied Plaintiff’s maintenance and cure benefits in Georgia, because NCL Bahamas is involved in marketing and advertising to Georgia residents, jurisdiction and venue as to NCL Bahamas are proper in Georgia.

5. Further, NCL Bahamas transacts business in this State, derives substantial revenue from this State, and, as it relates to the Plaintiff, hired the

Plaintiff at a job fair in Georgia while the Plaintiff was a resident of Georgia. As such, jurisdiction and venue are proper in Georgia with respect to NCL Bahamas.

6. Defendant NCL America LLC is a Limited Liability Company organized under the laws of the State of Delaware with its principal place of business at 7665 Corporate Center Drive, Miami, Florida, 33126. NCL America LLC has been served in this action via the Georgia Long-Arm statute, has answered Plaintiff's complaint, and is represented by counsel.

7. Defendant NCL America LLC transacts business in this State and derives substantial revenue from business in the State of Georgia.

8. Because NCL America LLC owned, operated, chartered, controlled, leased, managed and/or maintained the PRIDE OF AMERICA, which was at all pertinent times a vessel in navigation; because NCL America LLC was Plaintiff's employer under the Jones Act, and because NCL America LLC has denied Plaintiff's maintenance and cure benefits in Georgia while Plaintiff was a resident of Gwinnett county, Georgia, jurisdiction and venue as to NCL America LLC are proper in the State of Georgia.

9. Further, NCL America LLC transacts business in this State, derives substantial revenue from this State, and, as it relates to the Plaintiff, hired the Plaintiff at a job fair in Georgia while the Plaintiff was a resident of Georgia and denied maintenance and cure benefits to Plaintiff while he was a resident of

Georgia. As such, jurisdiction and venue are proper in the State of Georgia with respect to NCL America, LLC.

10. Defendant NCL America Holdings LLC is a Limited Liability Company organized under the laws of the State of Delaware with its principal place of business at 7665 Corporate Center Drive, Miami, Florida, 33126. NCL America Holdings LLC has been served in this action via the Georgia Long-Arm statute, has answered Plaintiff's complaint, and is represented by counsel.

11. Defendant NCL America Holdings LLC transacts business in this State and derives substantial revenue from business in the State of Georgia. NCL America Holdings LLC was served by serving its registered agent, Corporate Creations Network, Inc, 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, Delaware 19810.

12. Because NCL America Holdings LLC owned, operated, chartered, controlled, leased, managed and/or maintained the PRIDE OF AMERICA, which was at all pertinent times a vessel in navigation; because NCL America Holdings LLC was Plaintiff's employer under the Jones Act, and because NCL America Holdings LLC has denied Plaintiff's maintenance and cure benefits in Georgia, jurisdiction and venue as to NCL America Holdings LLC are proper in Georgia.

13. Further, NCL America Holdings LLC transacts business in this State, advertises and solicits business, via the internet, in this State, controls the business and affairs of NCL America, LLC, derives substantial revenue from this State.

14. Upon information and belief, NCL America Holdings, LLC conducts job fairs in Georgia, hires seaman for service on the PRIDE OF AMERICA in Georgia, targets consumers in Georgia to purchase cruises on the PRIDE OF AMERICA vessel, voluntarily chose to hire Plaintiff while he was a resident of Georgia, controls the internal business operations and affairs of NCL America, LLC, and does not operate as a separate and distinct company from NCL America, LLC. NCL America Holdings, LLC thus transacts business within this State. By hiring Georgia residents to work aboard the PRIDE OF AMERICA, NCL America Holdings, LLC purposefully availed itself of the privilege of conducting business in Georgia.

15. Defendant Pride of America Ship Holding, LLC is a Limited Liability Company organized under the laws of the State of Delaware with its principal place of business at 7665 Corporate Center Drive, Miami, Florida, 33126.

16. Defendant Pride of America Ship Holding, LLC transacts business in this State and derives substantial revenue from business in the State of Georgia. Pride of America Ship Holding, LLC has answered this lawsuit after being served via the Georgia Long-Arm statute.

17. Because Pride of America Ship Holding, LLC owned, operated, chartered, controlled, leased, managed and/or maintained the PRIDE OF AMERICA, which was at all pertinent times a vessel in navigation; because Pride of America Ship Holding, LLC owned, operated, chartered, controlled, leased, and managed, and maintained the PRIDE OF AMERICA in an unseaworthy condition, because Pride of America Ship Holding, LLC was Plaintiff's employer under the Jones Act, and because Pride of America Ship Holding, LLC has denied Plaintiff's maintenance and cure benefits in Georgia, jurisdiction and venue as to Pride of America Ship Holding, LLC are proper in the State of Georgia.

18. Further, Pride of America Ship Holding, LLC transacts business in this State, advertises and solicits business in this State, upon information and belief controls the business affairs of NCL America, LLC, derives substantial revenue from this State, and, as it relates to the Plaintiff, hired the Plaintiff at a job fair in Georgia while the Plaintiff was a resident of Georgia and denied maintenance and cure benefits to Plaintiff while he was a resident of Georgia, thus committing a tortious act or omission within this State, causing a tortious injury in this state. Defendant Pride of America Ship Holdings, LLC purposefully availed itself to jurisdiction in Georgia by, upon information and belief, soliciting business in Georgia and utilizing Georgia seaman to further the voyage of its vessel, the

PRIDE OF AMERICA. As such, jurisdiction and venue are proper in the State Court of Gwinnett County with respect to Pride of America Ship Holding, LLC.

19. Upon information and belief, NCL America Holdings, LLC conducts job fairs in Georgia, hires seamen for service on the PRIDE OF AMERICA in Georgia, targets consumers in Georgia to purchase cruises on the PRIDE OF AMERICA vessel, voluntarily chose to hire Plaintiff while he was a resident of Georgia, controls the internal business operations and affairs of NCL America, LLC, and does not operate as a separate and distinct company from NCL America, LLC.

20. The State Court of Gwinnett County has jurisdiction under the “Savings to Suitors” clause. This case was improperly removed by the Defendants herein and is subject to remand.

21. The denial of cure benefits has occurred in Gwinnett County. At all times relevant to this Complaint, the Plaintiff has lived in Gwinnett County, and was hired while he was a resident of Gwinnett County. The Plaintiff, a Jones Act seaman, currently lives in Gwinnett County. As such, Venue is proper in Gwinnett County pursuant to O.C.G.A. § 9-10-93.

FACTS

22. Plaintiff, at all relevant times described in this Complaint, was hired and employed by one or more of the Defendants as a seaman assigned to serve as a member of the crew aboard the vessel “Pride of America.”

23. Upon information and belief, each of the Defendants at all times material to Plaintiff’s allegations, including but not limited to August 2015, were and are engaged in business as a vessel owner, and/or operator of vessels, and was the owner, lessee, lessor, charterer, sub charterer, operator, and/or owner *pro hac vice* of the “Pride of America.”

24. The “Pride of America“ (hereinafter the “Vessel“) is, and was at all times relevant to this Complaint, a United States flagged vessel used for the transport of people, equipment and/or goods by water.

25. Plaintiff’s duties on the PRIDE OF AMERICA and the Vessel directly contributed to the function of the vessel.

26. Plaintiff was acting within the course and scope of his employment, performing his duties on board the Vessel, which was in navigation, and upon navigable waters when Plaintiff Boakye was injured and suffered damages.

27. Plaintiff was responsible for washing a huge volume of dishes in the utility galley. The equipment he was provided was not ergonomically sound, and

he was never provided adequate help or support personnel to carry out his duties. Additionally, Plaintiff was never provided an adequate back belt, despite the rigorously and dangerous nature of his job duties.

28. Plaintiff was examined by a shore-side orthopedic surgeon.

29. The orthopedic surgeon, after examining Plaintiff, diagnosed Plaintiff with work related injuries.

30. Thereafter Plaintiff underwent two spinal surgeries.

31. Plaintiff's injuries required, and continue to require, post-surgical physical therapy.

32. Despite such surgeries and continual physical therapy, Plaintiff still suffers back pain and discomfort along with leg pain which hinders and impairs his life and daily activities.

33. As a result of the actions of the NCL (Bahamas) LTD; NCL America, LLC, Pride of America Ship Holdings, and/or NCL America Holdings, LLC¹ Plaintiff Boyake has sustained and will continue to sustain permanent and painful injuries and disabilities of body and mind, has suffered and will continue to suffer

¹ At this point, without the benefit of discovery, Plaintiff alleges that each of the Defendants herein are liable to Plaintiff under the Jones Act, that each of the Defendants herein are liable to him due to the unseaworthy condition of the PRIDE OF AMERICA, and that each of the Defendants herein violated their duty to Plaintiff to provide maintenance and cure. The exact role of each Defendant in the ownership and maintenance of the PRIDE OF AMERICA and in the employment of the Plaintiff will be a subject of discovery. Plaintiff is amenable to a stipulation as to the proper parties to this action.

loss of enjoyment of life, has incurred and will continue to incur medical, hospital and related expenses. Additionally, as a result of the actions of the Defendants and Plaintiff's injuries, Plaintiff's earning capacity and working ability has been impaired and he has lost and will continue to lose wages and income.

COUNT I
JONES ACT NEGLIGENCE
(NCL (BAHAMAS) LTD)

34. Plaintiff's injuries were caused by the negligence and negligence *per se* of the NCL (Bahamas) LTD, their agents, servants, officers and/or employees.

35. Defendant NCL (Bahamas LTD) owed certain duties of care to Plaintiff, such duties included, without limitation:

- a. The duty to provide Plaintiff with a reasonably safe place in which to work;
- b. The duty to provide reasonably safe conditions in which to work;
- c. The duty to provide Plaintiff with sufficient crew members to assist him in completing his duties and to safely and properly perform his required tasks;
- d. The duty to provide Plaintiff with adequate time in which to complete his duties safely;

- e. The duty to provide proper and/or reasonably safe equipment with which to work;
- f. The duty to provide adequate safety equipment for the performance of Plaintiff's duties;
- g. The duty to implement and/or enforce any safety rules, regulations, or policies to keep the Vessel in a safe and seaworthy condition;
- h. The duty to instruct its employees, including Plaintiff, to perform tasks, which Defendant NCL (Bahamas) LTD knew, or in the exercise of reasonable care, should have known, would result in injuries, with a number of employees and/or a procedure or method which would avoid such injuries;
- i. The duty to properly train Plaintiff;
- j. The duty to oversee and implement safe and reasonable work methods, including a comprehensive ergonomics program; and/or
- k. The duty to comply with applicable OSHA and Coast Guard rules.
- l. Defendant NCL (Bahamas) LTD breached such above duties owed to Plaintiff.

- m. The negligence and negligence *per se* of Defendant NCL (Bahamas) LTD, their agents, servants, officers and/or employees, resulted in Plaintiff Boakye's injuries, including his pain, mental, economic and non-economic damages.

COUNT II
JONES ACT NEGLIGENCE
(NCL AMERICA, LLC)

36. Plaintiff's injuries were caused by the negligence and negligence *per se* of NCL America, LLC, their agents, servants, officers and/or employees.

37. Defendant NCL America, LLC owed certain duties of care to Plaintiff, such duties included, without limitation:

- a. The duty to provide Plaintiff with a reasonably safe place in which to work;
- b. The duty to provide reasonably safe conditions in which to work;
- c. The duty to provide Plaintiff with sufficient crew members to assist him in completing his duties and to safely and properly perform his required tasks;
- d. The duty to provide Plaintiff with adequate time in which to complete his duties safely;

- e. The duty to provide proper and/or reasonably safe equipment with which to work;
- f. The duty to provide adequate safety equipment for the performance of Plaintiff's duties;
- g. The duty to implement and/or enforce any safety rules, regulations, or policies to keep the Vessel in a safe and seaworthy condition;
- h. The duty to instruct its employees, including Plaintiff, to perform tasks, which Defendant NCL America, LLC knew, or in the exercise of reasonable care, should have known, would result in injuries, with a number of employees and/or a procedure or method which would avoid such injuries;
- i. The duty to properly train Plaintiff;
- j. The duty to oversee and implement safe and reasonable work methods, including a comprehensive ergonomics program; and/or
- k. The duty to comply with applicable OSHA and Coast Guard rules.
- l. Defendant NCL America, LLC breached such above duties owed to Plaintiff.

- m. The negligence and negligence *per se* of Defendant NCL America, LLC, their agents, servants, officers and/or employees, resulted in Plaintiff Boakye's injuries, including his pain, mental, economic and non-economic damages.

**COUNT III
JONES ACT NEGLIGENCE
(PRIDE OF AMERICA SHIP HOLDINGS, LLC)**

38. Plaintiff makes Jones Act allegations as to Pride of America Ship Holdings, LLC in the alternative, as allowed by Fed. R. Civ. P. 8(d)(2) and (3). Plaintiffs' injuries were caused by the negligence and negligence *per se* of the Pride of America Ship Holdings, LLC, their agents, servants, officers and/or employees.

39. Defendant Pride of America Ship Holdings, LLC owed certain duties of care to Plaintiff, such duties included, without limitation:

- a. The duty to provide Plaintiff with a reasonably safe place in which to work;
- b. The duty to provide reasonably safe conditions in which to work;
- c. The duty to provide Plaintiff with sufficient crew members to assist him in completing his duties and to safely and properly perform his required tasks;

- d. The duty to provide Plaintiff with adequate time in which to complete his duties safely;
- e. The duty to provide proper and/or reasonably safe equipment with which to work;
- f. The duty to provide adequate safety equipment for the performance of Plaintiff's duties;
- g. The duty to implement and/or enforce any safety rules, regulations, or policies to keep the Vessel in a safe and seaworthy condition;
- h. The duty to instruct its employees, including Plaintiff, to perform tasks, which Defendant Pride of America Ship Holdings, LLC knew, or in the exercise of reasonable care, should have known, would result in injuries, with a number of employees and/or a procedure or method which would avoid such injuries;
- i. The duty to properly train Plaintiff;
- j. The duty to oversee and implement safe and reasonable work methods, including a comprehensive ergonomics program; and/or

- k. The duty to comply with applicable OSHA and Coast Guard rules.
- l. Defendant Pride of America Ship Holdings, LLC breached such above duties owed to Plaintiff.
- m. The negligence and negligence *per se* of Defendant Pride of America Ship Holdings, LLC, their agents, servants, officers and/or employees, resulted in Plaintiff Boakye's injuries, including his pain, mental, economic and non-economic damages.

**COUNT IV
JONES ACT NEGLIGENCE
(NCL AMERICA HOLDINGS, LLC)**

40. Plaintiff makes Jones Act allegations as to NCL America Holdings, LLC in the alternative, as allowed by Fed. R. Civ. P. 8(d)(2) and (3). Plaintiff's injuries were caused by the negligence and negligence *per se* of the NCL America Holdings, LLC, their agents, servants, officers and/or employees.

41. Defendant NCL America Holdings, LLC owed certain duties of care to Plaintiff, such duties included, without limitation:

- a. The duty to provide Plaintiff with a reasonably safe place in which to work;

- b. The duty to provide reasonably safe conditions in which to work;
- c. The duty to provide Plaintiff with sufficient crew members to assist him in completing his duties and to safely and properly perform his required tasks;
- d. The duty to provide Plaintiff with adequate time in which to complete his duties safely;
- e. The duty to provide proper and/or reasonably safe equipment with which to work;
- f. The duty to provide adequate safety equipment for the performance of Plaintiff's duties;
- g. The duty to implement and/or enforce any safety rules, regulations, or policies to keep the Vessel in a safe and seaworthy condition;
- h. The duty to instruct its employees, including Plaintiff, to perform tasks, which Defendant NCL America Holdings, LLC knew, or in the exercise of reasonable care, should have known, would result in injuries, with a number of employees and/or a procedure or method which would avoid such injuries;
- i. The duty to properly train Plaintiff;

- j. The duty to oversee and implement safe and reasonable work methods, including a comprehensive ergonomics program; and/or
- k. The duty to comply with applicable OSHA and Coast Guard rules.
- l. Defendant NCL America Holdings, LLC breached such above duties owed to Plaintiff.
- m. The negligence and negligence *per se* of Defendant NCL America Holdings, LLC, their agents, servants, officers and/or employees, resulted in Plaintiff Boakye's injuries, including his pain, mental, economic and non-economic damages.

**COUNT V
UNSEAWORTHINESS
(NCL (BAHAMAS) LTD)**

42. The injuries and damages which were sustained by Plaintiff were also caused by the Vessel's unseaworthy condition as the Vessel or part of the Vessel, its gear, equipment and/or crew.

43. The Vessel's unseaworthy condition brought about or actually caused Plaintiff's injuries and Defendant NCL (Bahamas) LTD, therefore, are liable for those injuries and damages.

**COUNT VI
UNSEAWORTHINESS
(NCL AMERICA, LLC)**

44. The injuries and damages which were sustained by Plaintiff were also caused by the Vessel's unseaworthy condition as the Vessel or part of the Vessel, its gear, equipment and/or crew.

45. The Vessel's unseaworthy condition brought about or actually caused Plaintiff's injuries and Defendant NCL America, LLC, therefore, are liable for those injuries and damages.

**COUNT VII
UNSEAWORTHINESS
(PRIDE OF AMERICA SHIP HOLDINGS, LLC)**

46. Plaintiff makes allegations as to the unseaworthy condition of the PRIDE OF AMERICA against Pride of America Ship Holdings, LLC in the alternative, as allowed by Fed. R. Civ. P. 8(d)(2) and (3).

47. The injuries and damages which were sustained by Plaintiff were also caused by the Vessel's unseaworthy condition as the Vessel or part of the Vessel, its gear, equipment and/or crew.

48. The Vessel's unseaworthy condition brought about or actually caused Plaintiff's injuries and Defendant Pride of America Ship Holdings, LLC, therefore, are liable for those injuries and damages.

**COUNT VIII
UNSEAWORTHINESS
(NCL AMERICA HOLDINGS, LLC)**

49. Plaintiff makes allegations as to the unseaworthy condition of the PRIDE OF AMERICA against NCL America Holdings, LLC in the alternative, as allowed by Fed. R. Civ. P. 8(d)(2) and (3).

50. The injuries and damages which were sustained by Plaintiff were also caused by the Vessel's unseaworthy condition as the Vessel or part of the Vessel, its gear, equipment and/or crew.

51. The Vessel's unseaworthy condition brought about or actually caused Plaintiff's injuries and Defendant NCL America Holdings, LLC, therefore, are liable for those injuries and damages.

**COUNT IX
FAILURE TO PROVIDE MAINTENANCE AND CURE
(NCL (BAHAMAS) LTD)**

52. Plaintiff's injuries and damages occurred while he was acting within the course and scope of his service as a seaman and while in the service of the Vessel.

53. While on the voyage, Plaintiff was provided with room and board and other fringe benefits.

54. As a result of the previously described events, Plaintiff is entitled to maintenance and cure until such time as he achieves maximum medical cure.

55. Defendant NCL (Bahamas) LTD has filed to pay any maintenance and/or cure to Plaintiff.

56. Defendant NCL (Bahamas) LTD's failure to pay maintenance and cure is willful and arbitrary and thus entitles Plaintiff to an award of attorney's fees as well as punitive damages.

COUNT X
FAILURE TO PROVIDE MAINTENANCE AND CURE
(NCL AMERICA, LLC)

57. Plaintiff's injuries and damages occurred while he was acting within the course and scope of his service as a seaman and while in the service of the Vessel.

58. While on the voyage, Plaintiff was provided with room and board and other fringe benefits.

59. As a result of the previously described events, Plaintiff is entitled to maintenance and cure until such time as he achieves maximum medical cure.

60. Defendant NCL America, LLC has filed to pay any maintenance and/or cure to Plaintiff.

61. Defendant NCL America, LLC's failure to pay maintenance and cure is willful and arbitrary and thus entitles Plaintiff to an award of attorney's fees as well as punitive damages.

COUNT XI
FAILURE TO PROVIDE MAINTENANCE AND CURE
(PRIDE OF AMERICA SHIP HOLDINGS, LLC)

62. Plaintiff makes allegations as to the as to failure to provide maintenance and cure against Pride of America Ship Holdings, LLC in the alternative, as allowed by Fed. R. Civ. P. 8(d)(2) and (3).

63. Plaintiff Plaintiff's injuries and damages occurred while he was acting within the course and scope of his service as a seaman and while in the service of the Vessel.

64. While on the voyage, Plaintiff was provided with room and board and other fringe benefits.

65. As a result of the previously described events, Plaintiff is entitled to maintenance and cure until such time as he achieves maximum medical cure.

66. Defendant Pride of America Ship Holdings, LLC has failed to pay any maintenance and/or cure to Plaintiff.

67. Defendant Pride of America Ship Holdings, LLC's failure to pay maintenance and cure is willful and arbitrary and thus entitles Plaintiff to an award of attorney's fees as well as punitive damages.

COUNT XII
FAILURE TO PROVIDE MAINTENANCE AND CURE
(NCL AMERICA HOLDINGS, LLC)

68. Plaintiff makes allegations regarding the failure to provide maintenance and cure benefits against NCL America Holdings, LLC in the alternative, as allowed under Fed. R. Civ. P. 8(d)(2) and (3).

69. Plaintiff's injuries and damages occurred while he was acting within the course and scope of his service as a seaman and while in the service of the Vessel.

70. While on the voyage, Plaintiff was provided with room and board and other fringe benefits.

71. As a result of the previously described events, Plaintiff is entitled to maintenance and cure until such time as he achieves maximum medical cure.

72. Defendant NCL America Holdings, LLC has failed to pay any maintenance and/or cure to Plaintiff.

73. Defendant NCL America Holdings, LLC's failure to pay maintenance and cure is willful and arbitrary and thus entitles Plaintiff to an award of attorney's fees as well as punitive damages.

DAMAGES

74. Plaintiff sustained permanent and painful injuries of body and mind which were proximately caused by breach of the duties owed Plaintiff by Defendants. As a further result of the actions of the Defendants, and Plaintiff's injuries, Plaintiff has sustained and will continue to sustain permanent and painful injuries and disabilities of body and mind, has suffered loss of enjoyment of life, has incurred and will continue to incur medical, hospital and related expenses.

75. Additionally, as a result of the action of the Defendants and Plaintiff's injuries, Plaintiff's earning capacity and working ability has been impaired and he has lost and will continue to lose wages and income. Accordingly, Plaintiff has sustained and incurred damages in an amount according to proof at trial.

76. The actions and negligence of Defendants were outrageous, callous, reprehensible, malicious and/or in reckless disregard of the safety and wellbeing of Plaintiff and thus entitles Plaintiff to punitive damages in an amount to be determined at trial.

77. Plaintiff is also entitled to punitive damages under the general maritime law because the aforementioned actions of Defendants were grossly negligent and Defendants have willfully and wantonly failed to comply with its maintenance and cure obligations to Plaintiff.

WHEREFORE, Plaintiff prays for the following relief:

1. That the Defendants respond to this First Amended Complaint to the extent required by law;
2. That Plaintiff have a trial by jury of all issues;
3. That Plaintiff have and recover from Defendants all damages, economic and non-economic, tangible and intangible, general and special, compensatory and punitive, claimed in the paragraphs above as well as Attorney's fees and costs, to which Plaintiff is entitled to recover; and
4. For such other and further relief as this Court deems just and appropriate.

This 6th day of September, 2017.

FLYNN LAW FIRM, LLC

/s/ Jonah A. Flynn

Jonah A. Flynn
Georgia Bar No. 266555
Counsel for Plaintiff

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JURY DEMAND

Pursuant to F.R.C.P 38, Demand is hereby made for trial by jury on all issues raised by these pleadings.

Submitted this 6th day of September, 2017.

/s/ Jonah A. Flynn
Jonah A. Flynn

CERTIFICATE OF COMPLIANCE

Undersigned counsel certifies the foregoing document has been prepared with one of the font and point selections (Times New Roman, 14 point) approved by the Court in local rule 5.1(C) and 7.1(D).

/s/ Jonah A. Flynn
Jonah A. Flynn

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 6, 2017, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Jonah A. Flynn
Jonah A. Flynn