

CAUSE NO. 2020-79221

Christopher Pleasant,	§	IN THE DISTRICT COURT OF
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	HARRIS COUNTY, T E X A S
	§	
Transocean Offshore Deepwater	§	
Drilling Inc.; Triton Voyager Asset	§	
Leasing GmbH; Triton Voyager Asset	§	
Leasing GmbH; and BOE Exploration	§	
& Production LLC	§	
	§	
<i>Defendants.</i>	§	334th JUDICIAL DISTRICT

PLAINTIFF'S FIRST AMENDED PETITION

Christopher Pleasant (“Plaintiff”) complains of Defendants Transocean Offshore Deepwater Drilling Inc. (“Transocean”); Triton Voyager Asset Leasing GmbH; Triton Voyager Asset Leasing GmbH, Asgard US; and BOE Exploration & Production LLC (“Beacon”) and would respectfully show the court the following:

I.

JURISDICTION

1. Plaintiff brings claims under the Jones Act and general maritime law. This Court has jurisdiction under the Savings to Suitors clause as Plaintiff is a seaman under the Jones Act (46 U.S.C. § 688). *See* 28 U.S.C. § 1333. Further, it is well-settled that this Jones Act case is not removable. *Lackey v. Atlantic Richfield Co.*, 990 F.2d 202, 207 (5th Cir. 1993).

II.

VENUE

2. Venue is proper in this County pursuant to Texas Civil Practice and Remedies Code Section 15.002(a)(3) and 15.0181(c)(1) because at least one Defendant maintains a

principal place of business in this County.

III.

DISCOVERY LEVEL

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

IV.

PARTIES

4. Plaintiff is an American seaman.

5. Defendant Transocean Offshore Deepwater Drilling, Inc. is a foreign entity with a principal place of business located in Harris County. This Defendant is represented by counsel and will be served with this lawsuit through counsel.

6. Triton Voyager Asset Leasing GmbH is a foreign entity that the Court has jurisdiction of over through its conduct in this case. Triton Voyager Asset Leasing GmbH can be served through counsel.

7. Triton Voyager Asset Leasing GmbH, Asgard US is a foreign entity that the Court has jurisdiction over through its conduct in this case. Triton Voyager Asset Leasing GmbH, Asgard US can be served through counsel.¹

8. BOE Exploration & Production LLC is a foreign limited liability company with a principal place of business in Harris County. BOE Exploration & Production LLC can be served through counsel.

¹ Throughout this Petition, Defendants Triton Voyager Asset Leasing GmbH and Triton Voyager Asset Leasing GmbH, Asgard US will be referred to collectively as the “Triton Defendants.”

V.

FACTS

9. On or about October 28, 2020, Plaintiff, who is a Jones Act seaman, who was employed by the Transocean and/or the Triton Defendants and assigned to the *Deepwater Asgard* as a member of its crew. At all relevant times, Transocean and/or the Triton Defendants were contracted with Beacon to perform offshore drilling in the Gulf of Mexico. The *Deepwater Asgard* was owned, operated, and/or managed by all Defendants. Further, at all relevant times, the *Deepwater Asgard* was deployed on navigable waters, and Plaintiff was contributing to, and aiding such vessel to accomplish its mission.

10. A few days before October 28, 2020, Plaintiff was working to perform his duties aboard the *Deepwater Asgard* when it became known that the *Deepwater Asgard* was in the direct path of Hurricane Zeta. The Captain aboard the *Deepwater Asgard* ordered the crew to pull the lower marine riser pack so the vessel could unlatch and get out of the path of the hurricane. At 8:00 a.m. on October 27, the crew began the emergency disconnect system process.

11. However, calls started coming in from the shoreside offices of the Transocean and Beacon stating that the *Deepwater Asgard* needed to stay latched and continue operations. The Captain ordered the crew to stop the unlatch process until a planned 4:00 p.m. phone call with officials back in Houston. At the 4:00 p.m. phone call, Transocean and Beacon ordered the vessel to stay latched despite Hurricane Zeta headed directly toward them. Plaintiff, along with other crewmembers on board, strongly disagreed with the decision to stay latched but had no other options but to obey orders.

12. The following day Hurricane Zeta was quickly approaching, and the seas were

getting too rough for the *Deepwater Asgard* to withstand. At 9:41 a.m. on October 28, the Captain ordered the crew to unlatch the vessel with no destination in mind. However, by that point it was too late. The current was moving so fast that the dynamic positioning officer could not control the vessel. The vessel lost an engine and began taking on water in two of the thrusters. Engineers aboard the vessel had to rig tarps to stop the water from reaching the remaining thrusters so the Captain could control the vessel.

13. The vessel's riser string also was out of control and was outrunning the tensioners. The crew began opening the reserve seawater bottles to gain stabilization of the riser string. However, there was not enough pressure because, despite the crew's objection, Transocean ordered three of the five bottles to be filled with pressure for the mud weight on October 27. Furthermore, the tensioners on the vessel did not operate properly. Months before the hurricane, Defendants knew that many of the tensioners had leaks and were getting slack in them. In 2019, the company inspected the tensioners and brought tension rods aboard the vessel in May of 2020 for the old ones to be replaced. However, Defendants decided not to replace the tension rods because the Defendants did not want to stop production.

14. Eventually, after going through this disastrous incident and weathering Defendants' decision to stay latched, Plaintiff and crewmembers onboard were able to gain control of the Vessel and all of its equipment.

15. This entire event caused by Defendants' actions has caused Plaintiff physical impacts and severe mental anguish and emotional distress from which Plaintiff will likely never recover from and has left him unable to work offshore again. Indeed, Plaintiff was in a zone of physical and mental danger for an extended period of time, which has left him physically and mentally unable to work offshore or lead the normal life he had built for himself.

VI.

CAUSES OF ACTION

A. Negligence

16. Plaintiff hereby incorporates by reference the facts and allegations of the preceding paragraphs and the facts set forth herein.
17. Defendants are negligent and grossly negligent for the following reasons:
 - a. failing to inspect, maintain, and repair equipment;
 - b. failure to properly supervise its crew;
 - c. failure to provide safe means in ingress and/or egress;
 - d. failing to maintain a safe work environment;
 - e. failing to properly train employees;
 - f. failure to provide an adequate crew;
 - g. failure to maintain the vessel;
 - h. vicariously liable for their employees' negligence and gross negligence;
 - i. Issuing orders that directly placed the crew of the *Deepwater Asgard* in extreme danger;
 - j. violating applicable Coast Guard, OSHA, and/or MMS rules;
 - k. violating their own safety rules and regulations;
 - l. failing to maintain safe mechanisms for work and life on the vessel; and
 - m. other acts deemed negligent and grossly negligent.
18. At all relevant times, the *Deepwater Asgard* was unseaworthy.
19. As a result of said occurrence, Plaintiff sustained severe injuries, which resulted in physical impact, mental anguish, and other medical problems stemming from being in the

zone of danger. Plaintiff has sustained severe discomfort, mental anguish, and distress. In all reasonable probability, Plaintiff's injuries will continue indefinitely. Plaintiff has also suffered a significant loss of earnings in the past, as well as a loss of future earning capacity. In fact, due to the severity of Plaintiff's injuries, Plaintiff's earning capacity may be eliminated altogether. Plaintiff has incurred and will incur pharmaceutical and medical expenses in connection with his injuries. Plaintiff seeks punitive damages against Defendant for arbitrarily and improperly denying maintenance and cure. Plaintiff has been damaged in a sum far in excess of the minimum jurisdictional limits of this Honorable Court, for which he now sues.

20. 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 risks posed by the conditions which caused Plaintiff's injuries but made a conscious decision to not rectify them. Instead, Defendants had Plaintiff and other crew members continue working despite the dangerous conditions that were posed to them. Defendants 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 forcing Plaintiff and others aboard to stay in the path of Hurricane Zeta.

B. Unseaworthiness

21. Plaintiff hereby incorporates by reference the facts and allegations of the preceding paragraphs and the facts set forth herein.

22. At all relevant times the Defendants owned and/or operated the *Deepwater*

Asgard.

23. At all relevant times, the *Deepwater Asgard* was unseaworthy. Specifically, without limiting the reasons that the *Deepwater Asgard* was unseaworthy, it was unseaworthy because it was not adequately maintained, was not adequately equipped with the proper equipment to perform the work safely, and was not adequately crewed.

24. The unseaworthiness of the *Deepwater Asgard* was a direct cause of Plaintiff's injuries.

C. Failure to Pay Maintenance and Cure Against the Transocean Defendants

25. Plaintiffs hereby incorporate by reference the facts and allegations of the preceding paragraphs and the facts set forth herein.

26. As a Jones Act seaman, Plaintiff was entitled to maintenance and cure as a result of the injuries he sustained in the underlying incident. Plaintiff sustained his injuries while in the course of serving the vessel in his capacity as a Jones Act seaman assigned to the *Deepwater Asgard*.

27. Transocean and the Triton Defendants have a legal duty to pay maintenance and cure to Plaintiff.

28. Transocean and the Triton Defendants have failed to pay Plaintiff's maintenance and cure. Transocean and the Triton Defendants have either not paid the owed maintenance and cure or have unreasonably and arbitrarily withheld the payment of maintenance and cure. Transocean and the Triton Defendants have failed to provide Plaintiff with maintenance and cure despite knowing of Plaintiff's injuries that occurred during his work for Transocean and the Triton Defendants. Additionally, the decision by Transocean and the Triton Defendants to not pay maintenance and cure has been unreasonably, arbitrary, and willful, and thus entitles

Plaintiff to punitive damages for the failure to honor their maintenance and cure obligations.

VII.

JURY TRIAL

29. Plaintiff hereby requests a trial by jury on all claims and submits his jury fee herewith.

30. Plaintiff respectfully requests a preferential trial setting pursuant to Texas Government Code, Section 23.101(a)(5) because Plaintiff is a Jones Act seaman and is entitled to a preferential trial setting under Texas law.

VIII.

PRAYER

Plaintiff prays that this citation issue and be served upon Defendants in a form and manner prescribed by law, requiring that each Defendant 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. As required by Rule 47 of the Texas Rules of Civil Procedure, Plaintiff affirmatively states that he seeks monetary relief in excess of \$1,000,000.00 including but not limited to:

- Compensatory damages including past and future medical expenses;
- Actual damages;
- Consequential damages;
- Economic damages for future loss of earnings;
- Past and future pain and suffering;

- Exemplary damages;
- Past and future mental anguish;
- Past and future impairment;
- Past and future disfigurement;
- Maintenance;
- Cure;
- Punitive damages for the failure to honor maintenance and cure obligations;
- Interest on damages (pre- and post-judgment) in accordance with law;
- Plaintiff's reasonable attorneys' fees;
- Costs of Court;
- All damages mentioned and/or referred to elsewhere in the petition;
- All damages allowed under law; and
- Any other relief to which Plaintiff is entitled under law or equity.

Respectfully Submitted,

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ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded to all counsel of record on March 9, 2021.

/s/ Roland Christensen

Roland Christensen