

UK P&I CLUB



US Bodily Injury News

SUMMER 2013

The Black Swan Exercise

The largest offshore mass rescue exercise in US Coast Guard history and indeed, the maritime world



ALSO INSIDE:

Be safe in a confined space
HIV-positive crew
Maintenance and crew

Editorial



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US Bodily Injury News

The TMA Bodily Injury newsletter enables a wider sharing of the Team's expertise and experience.

The information in this newsletter is not legal advice and should not be relied upon as such.

We welcome your feedback on the topics we cover in these newsletters. Suggestions for subjects for future coverage are also particularly welcome. Please send your comments or suggestions to Louise Livingston at louise.livingston@thomasmiller.com

Further information on these topics can be obtained directly from the TMA Bodily Injury Team (see back cover for contact details).

Save the date

We will be running our usual Bodily Injury Seminar again this September on the 19th and 20th of the month, here at our New Jersey office.

Last year's seminar was a 'sell-out' as the agenda attracted nearly thirty participants, representing both US and foreign flag carriers. Members who attended came from a variety of operators, both owners and charterers, from liner, tug & barge, tanker to cruise and bulk trades.

The program will again be split over two days. The first half of the seminar will focus on response to a complex casualty incident. Two US lawyers will share their expertise and support breakout sessions using case studies to help participants consolidate their understanding. Networking and group discussions will continue into the evening on a more informal basis.

The second day will tackle assessing a variety of personal injury liabilities to different groups of plaintiffs, determining a cohesive strategy and setting claim reserves.

If you would like to register your interest for this event please contact Susan Pietri by email: susan.pietri@thomasmiller.com.

Practical...

In our line of work we see a sad series of serious injuries, even deaths, arising from apparently innocuous operations on board ship that afflict both the experienced and the inexperienced seafarer. The common thread is that the incidents happened in confined and enclosed spaces on the ship where poor lighting, low oxygen levels or relatively small quantities of noxious fumes can transform simple chores into hazardous operations. This edition of Bodily Injury News reports some case studies and simple practical precautions that can save lives.

...and legal steps

Accidents cannot be undone. But understanding the legal defences and extent of liability can have a profound effect on long term costs. Two of our articles deal with managing maintenance and cure to a reasonable conclusion and avoiding some of the pitfalls that beset operators.

Be safe in a confined space

Working in confined and enclosed spaces has a greater likelihood of causing fatalities and severe injuries than any other type of work onboard ship.



Noreen Arralde
Claims Executive

John is a 63 year old experienced seaman with a history of obesity and hypertension. He works hard despite his age and medical conditions. The ship's officers do not hesitate to give him some of the toughest jobs aboard ship. He is assigned to muck out ballast tanks, a job he has done countless times in his long career. Although he finds the breathing apparatus uncomfortable, he puts it on before entering the tanks. After working in the tanks for nearly an hour, he becomes overheated so he removes the breathing apparatus, believing that will help cool him down. About twenty minutes later, John begins to feel light-headed and decides to exit the tank. As he makes his way up the ladder, he loses consciousness and falls, sustaining serious injuries when he lands on the bottom of the tank.

Tim is a 27 year old inexperienced seaman. He is anxious to learn his trade and the ship's officers find him to be an eager, if impulsive, worker. Tim is assigned to stand-by as lookout while a surveyor and two members of the ship's crew enter a bunker tank. Tim hears something which he thinks signals distress from inside the tank and he rushes into the tank without putting on breathing apparatus. He quickly becomes dizzy and disoriented. Tim calls out just before he loses consciousness, and luckily his call is heard by one of the ship's crew inside the tank. He is medevaced from the ship and subsequently diagnosed with brain injury.

Frank is a 48 year old chief mate. He is hoping to be promoted to captain and thinks he will be impress the company by keeping costs down.

Therefore, he keeps a tight lid on overtime and supply costs. His ship is scheduled to undergo extensive ballast tank surveys and does not have enough explosion proof lighting on board to light all the tanks. He does not order additional explosion proof lighting and does not authorize additional overtime so the lighting can be moved from tank to tank as the surveys take place. Instead, he relies on handheld explosion proof flashlights. While Frank is leading the surveyor through one of the ballast tanks, he fails to see an open manhole in the tank and falls through to the level below. He sustains severe leg injuries.

These cases illustrate some of the key hazards associated with working in confined and enclosed spaces onboard ships. Loss of consciousness arising from either asphyxiation or increasing body temperature is a serious and common casualty. Unplanned rescues can easily result in fatality. In fact, studies show that more than half of confined spaces fatalities are of rescuers who instinctively rushed in to help someone in actual distress or thought to be in distress. In addition, confined



spaces onboard ships often have structural components, such as manholes and limber holes, which can be treacherous when the space is insufficiently lit.

To avoid confined space casualties, strict guidelines must be followed before ship's personnel can be permitted to enter a confined or enclosed space.

- Safety meeting must be held to discuss all safety measures.
- Entry permit must be obtained for the space to be entered.
- Hazards must be identified and risks assessed.
- Latest contents of the space must be identified as well as the contents of adjacent spaces.
- Cleaning and ventilation procedures must be strictly adhered to.
- Competent crew member or members must be assigned as stand-by lookout.
- Oxygen measurements must be checked and evaluated.
- Precautions must be taken against extreme temperatures.
- Lighting arrangements must be evaluated in advance. Reliance on handheld lighting is not recommended.
- All lighting must be intrinsically safe.
- If additional tools are to be used, such as cameras, chipping hammers, etc., those tools must be intrinsically safe.

- Self-contained breathing apparatus must be calibrated and fitted to the individual using it.
- Need for special clothing, footwear and/or other equipment must be evaluated.
- The atmosphere inside the space must be continuously monitored.
- Means of communication between those inside the tank and the lookout must be clearly established.
- The lookout and any potential rescuers must be trained to follow established emergency procedures and use appropriate equipment.
- Each person should be evaluated for medical fitness before being permitted to enter the space.
- Additional control measures may be necessary depending on the type of confined space.

Despite extensive safety regulations and an added emphasis on training by some maritime labor organizations, the Club continues to see claims arising from confined space casualties. The greatest hazard when it comes to working in confined spaces, as illustrated in the three cases described above, may be complacency. Shipowners and seafarers alike need to maintain vigilance. Assigning crew members who are poorly suited for the task must be avoided. Onboard training about the risks associated with confined and enclosed spaces must be strengthened. Cutting corners when it comes to safety must not be allowed. Lives are at stake.



The Black Swan Exercise

The Black Swan was the largest offshore mass rescue exercise in United States Coast Guard history and indeed, the maritime world.



Louise S. Livingston
Senior Claims Director

It was an unprecedented collaboration between cruise lines including Royal Caribbean Cruise Lines (RCCL), Disney Cruise Lines, Crystal Cruises, Norwegian Cruise Line, Seabourn and Carnival, multiple divisions of the US Coast Guard, US Customs & Border Patrol, National Transportation and Safety Bureau, National Emergency Management Agency, Bahamian Navy, Bahamian Government, Royal Bahamas Police, Bahamas Red Cross, Bahamian Maritime Authority, local police, fire, hospitals, foreign consulates and over 150 volunteers who played the role of passengers in the abandon ship portion of the drill. A representative of the UK Club was invited as an observer. The exercise took place in early April over the course of five days.

The drill required over one year to develop and plan. It contained a total of 15 mini-exercises within it. Each of the groups had specific targets and goals, and were closely observed by evaluators. Each element of the drill also had safety monitors to ensure an accident and injury-free exercise. The drill was broken down into twelve teams:

1. Abandon ship
2. Search and rescue
3. Landing site
4. Medical surge
5. Family reception center
6. Customs, embassies and immigration
7. Media
8. Communications
9. Safety
10. Observers
11. Unified command
12. Equipment

Abandon ship

The scenario for the drill was the abandoning of a cruise ship, Royal Caribbean's Monarch of the Seas, requiring the evacuation of passengers into lifeboats and rafts, and landing them ashore. The ship sailed from Port Canaveral, Florida to Freeport, Bahamas. The abandon ship drill took place off the coast of Freeport. The RCCL crew efficiently and safely deployed several life boats with 75 volunteer passengers each and a life raft with other volunteers. The process included mustering passengers to their respective stations and ensuring all passengers were accounted for, even those that went to the wrong muster station. The life raft was lowered to the water, towed away from the ship by the ship's rescue boat, then the passengers were offloaded onto a rescue vessel for transport to the landing site. The raft and lifeboats were then taken back to the ship.



Adam Eggers, USCGV

Tracking passengers

The next stage involved processing and tracking the volunteer passengers by identifying those who required medical treatment, those who could be processed and cleared through customs and immigration, and managing a family reception site providing guests with information, local lodging, food and eventual transportation home in addition to care and support.

Those passengers requiring medical attention were assessed by local Bahamian Emergency Medical Technicians, the Norwegian Cruise Line medical staff and Carnival, who formed the 'forward teams' of first responders. Based on the severity of the

simulated injuries, guests were taken by ambulance or other transport to local hospitals for treatment. In severe cases they were airlifted to Florida by the US Coast Guard.

Immigration

Those passengers who were not injured were assisted by various foreign consulates and then went through the immigration and customs process at the local Freeport airport to simulate thousands of passengers from a cruise ship. They were then taken to the family reception center for further assistance.

Each stage of the drill required the teams to be accountable for the volunteers to ensure none were left behind or forgotten as well as to coordinate with the other teams. Each phase of the drill was closely monitored by evaluators and observers.

Lessons learned

At the debrief at the conclusion of the drill, each of the twelve teams was required to identify three positives and three negatives from their participation in the drill. Despite all the variable elements of the drill, the overall consensus was that it was a huge success and a very important learning opportunity for all the participants. All of the groups learned what resources were available to assist in such a scenario, how they could best work together as partners in a real emergency and what steps need to be taken to improve their respective mass casualty responses. At



Adam Eggers, USCGV

least one cruise line stated its intention to use this exercise as a tool for advance planning with local governments in all of its ports of call to ensure the proper resources are identified and contingency plans in place are put in place should they ever face a similar real world emergency in the future.

In addition to the incredible organization, cooperation and education gleaned from the Black Swan exercise, the best news from the UK Club's perspective, was that out of the over 800 participants, not a single person was injured or became ill as a result of the exercise.

A full written evaluation of the exercise will be produced by the US Coast Guard within the next three to four months. It is clear, however, that the Black Swan drill will likely become an excellent example of best practices in the cruise and cruise port industry.



Stephen B. Lehmann, USCGV

Maintenance and cure for HIV-positive crew: navigating the pitfalls

One of the most common challenges faced by shipowners is handling the medical care of a crew member that falls ill and is hospitalized while in service of the ship.



Jana Byron
Claims Executive

The shipowner owes a duty to provide the ill crew member maintenance (generally, food and lodging or a contractual maintenance rate, if applicable) and cure (medical expenses). This obligation to provide maintenance and cure terminates when the crew member reaches maximum medical improvement ("MMI"), i.e., where it is probable that further treatment will not improve the crew member's condition.

There are four general affirmative defenses that may apply to defeat the ill seaman's claim for maintenance and cure.

The shipowner can assert that the illness is a result of wilful misconduct. The owner can assert that the illness was not contracted while the seaman was in service of the ship. An owner can assert that the seaman knowingly concealed his or her condition. The owner can claim that MMI has been reached, therefore terminating the maintenance and cure obligation.

While most shipowners around the world deal with this event without incident, a myriad of challenges arise for a shipowner who is obligated to pay maintenance and cure for an ill crew member who is hospitalized and then diagnosed with HIV or an HIV+-related illness. It also raises some complicated and difficult challenges, both with respect to the crew member's rights and the owner's obligations to the rest of the crew.

In this article we will touch upon two of those affirmative defenses available to a shipowner – wilful misconduct and concealment – and the complications that can arise when dealing with a crew member with HIV. Then, we will give some consideration to the rights of the individual HIV+ crew member and a shipowner's obligations to the rest of the crew.

Wilful misconduct to maintenance and cure

Wilful misconduct

While there is no bright-line test for what constitutes wilful misconduct, courts have generally held that illnesses caused by a seaman's own vice constitute wilful misconduct. Traditionally, wilful misconduct has been found for illnesses involving venereal disease, intoxication or illegal drug use, and fighting. While few courts have squarely addressed the issue of maintenance and cure and HIV, the existing precedent indicates that a shipowner may be able to avoid the maintenance and cure obligation. At least for the treatment of HIV itself, if it can be shown that the crew member contracted HIV through sexual contact or illegal drug use.

HIV through sexual contact

There is a long line of cases holding that a shipowner is not obligated to pay maintenance and cure for a venereal disease contracted through sexual contact. Because one of the most common ways to contract HIV is through sexual contact, courts have looked to venereal disease cases for guidance when faced with a seaman's HIV-related claim for maintenance and cure.

The first court to tackle the question of whether a shipowner owed maintenance and cure for HIV was *Bynum v. Premier Cruise Lines*. In that 1994

case, the crew member was hired as the cruise ship's staff photographer. One of the terms of his employment was that he submit to a pre-employment physical, which revealed that he was HIV+. At trial, the seaman testified that he believed he contracted HIV through indiscriminate sexual conduct prior to his employment. In denying the seaman's claim for maintenance and cure, the court relied (in part) on the fact that the plaintiff was infected as a result of his sexual activities, and then went on to hold that the seaman's conduct amounted to wilful misconduct. In the end, the court held that the shipowner was excused from its maintenance and cure obligation based on the seaman's misconduct.

More recently, in *Thomas v. New Commodore Cruise Lines Limited*, the district court in the Southern District of Florida relied on *Bynum* to hold that the venereal disease exception applied to a seaman with HIV. In that case, like the plaintiff in *Bynum*, the plaintiff was required to undergo a pre-employment physical that revealed his HIV+ status. He then filed suit, in part, to recover maintenance and cure based on his testing positive for HIV and the defendant shipowner moved for summary judgment.

First, the court noted, “[t]he law is well established that maintenance and cure is not available when a seaman's injury results from either voluntary intoxication or venereal disease.” The plaintiff argued that HIV was not a venereal disease for purposes of this exception. The court disagreed and held that the seaman had presented no evidence to the contrary, and the court found no basis for distinguishing HIV from other venereal diseases for purposes of maintenance and cure.

Next, the plaintiff argued that *Bynum* was irrelevant because the plaintiff in *Bynum* contracted HIV through promiscuous sexual behavior, whereas in *Thomas*, the plaintiff testified that he contracted the disease either through an isolated sexual act or from “handling bloody sheets and needles.” After reviewing the evidence (including expert testimony), the court concluded that “[b]ecause the Plaintiff has presented no evidence that he contracted HIV from anything other than sexual contact,” *Bynum* still governed.

The plaintiff then argued that the court should rely on *Garay v Carnival Cruise Line*. In that case, a seaman was awarded maintenance and cure when he was injured while intoxicated because the

cruise line condoned such behavior. Again, the *Thomas* court was not convinced, noting that “it is practical to expect shipowners and their captains to know whether their seamen are regularly intoxicated, whereas it is impractical to expect them to know whether seamen are engaging in private activities which might lead to the spread of venereal disease.”



Pamela J. Boehland, USCGV

Lastly, the plaintiff in *Thomas* argued that “venereal disease is no longer a defense to a maintenance and cure claim” because it was “displaced by Congress when it enacted the [Americans with Disabilities Act (“ADA”)].” The court found that the defense was not displaced by the ADA. The court noted that since the passage of the ADA, courts have applied the venereal disease defense without hesitation and cited four cases.

Based on the case law, it seems that courts are inclined to uphold the venereal disease defense to maintenance and cure, at least in cases where the seaman contracted HIV through sexual conduct.

HIV contracted through illegal drug use

Another common method of contracting HIV is through illegal intravenous (IV) drug use. Traditionally, a seaman's use of illegal drugs amounts to wilful misconduct that will bar his right to recover maintenance and cure. For example, in *Silmon v. CAN DO II, Inc.*, illegal IV

drug use was equated to wilful misconduct. In that case, the seaman injured his back, and his treating physicians found that the back injury was due to an epidural abscess caused by a bacterial infection brought on by such drug use. Accordingly, a seaman who contracts HIV through illegal IV drug use could be barred from recovering maintenance and cure.

Distinction between HIV and HIV-related illnesses

The question of whether a shipowner owes maintenance and cure to an HIV+ seaman may seem straightforward where he or she contracts the disease through wilful misconduct. The answer is less clear, however, when a seaman seeks maintenance and cure for the treatment of an HIV-related illness. In *Protagyrou v. Farrell Lines*, the Fourth Circuit Court of Appeals addressed this exact issue stating that a shipowner's duty to provide maintenance and cure does not extend to conditions cause by venereal disease. In that case, the seaman was suffering from incurable colitis. The court held that the seaman was entitled to maintenance and cure because there was insufficient evidence to establish that HIV or AIDS caused the seaman's colitis, even though there was some reference in the medical records to "AIDS-related colitis" and "immunosuppression from AIDS". The case implied that if there was sufficient evidence to connect the colitis with the HIV diagnosis, the court would have found wilful misconduct.

Although this issue has not been addressed by the courts in any depth, where medical records draw a clear connection between HIV and the illness for which treatment (and maintenance and cure) is being sought, and there is evidence that the seaman contracted HIV through wilful misconduct, a shipowner could have a solid defense to a claim for maintenance and cure.

Concealment of a pre-existing condition

Another affirmative defense to maintenance and cure available to a shipowner. Concealment of a pre-existing condition is known as the McCorpen Defense. It relieves a shipowner of their maintenance and cure duty if the shipowner can show that the seaman intentionally withheld pre-existing health conditions material to the

employer's decision to hire him, and there is a connection between the withheld pre-existing condition and the injury or illness complained of.

With respect to HIV, the McCorpen defense is of limited value. Generally speaking, an individual's HIV status cannot be considered during the employment process. It is unlawful to deny someone employment because he or she is HIV+. In fact, the ADA specifically includes HIV as a covered disability. McCorpen seems to be of little use to a shipowner who is presented with a seaman who fails to disclose his HIV+ status – at least where a seaman had contracted HIV through sexual contact and then conceals his HIV status. However, this may not necessarily be the case for where the seaman contracted HIV from illegal IV drug use because use of illegal drugs could be sufficient grounds to deny someone employment, and the seaman's use of illegal drugs could have been discovered by the shipowner had he disclosed his HIV status.

It should be noted that there is no case law on this last point. In the Club's view, a shipowner presented with a similar fact pattern should consider all the facts carefully and consult with the Club and counsel.

Privacy issues and obligations to the rest of the crew

In addition to managing the HIV + crew member, a shipowner must also manage the natural tension between the privacy rights of that crew member and duties that a shipowner may owe to the rest of the crew. This is because of the overriding privacy concerns relating to HIV.

Under the ADA, there are strong confidentiality provisions that prohibit asking for and disseminating this information, and under the common law, a concern about invasion of privacy. Liability may arise from an invasion of the ill crew member's privacy and the inadvertent disclosure of any HIV or other personal health information concerning any crew member.

We would recommend shipowners be vigilant about segregating all emails, notes, and any other documents containing any information about the crew member's HIV status to prevent other crew member access to that information. Any future communication about the crew member's HIV status should be only with persons with a need to know.

Maintenance and cure: Latest judgement demands unequivocal evidence from owners

On May 9, 2013, the Washington Supreme Court unanimously held that upon a seaman's motion to reinstate maintenance and cure, the trial court should order the shipowner to reinstate such payments unless the shipowner provides unequivocal evidence that the seaman has reached maximum cure. *Dean v. The Fishing Company of Alaska, Inc.*, No. 87407-7



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Facts

Plaintiff worked aboard a fishing vessel owned by defendant. Soon after leaving the vessel in June 2006, plaintiff sought medical treatment for pain in his neck, wrists, and hands. To treat his neck pain, plaintiff was prescribed over-the-counter medication, and later, physical therapy and light massage. Plaintiff's hand pain was diagnosed as carpal tunnel syndrome. He had carpal tunnel release surgery in 2008 and 2009.

Defendant started paying maintenance and cure to the plaintiff soon after he left the vessel. In August 2009, defendant hired a physician to conduct an independent medical examination of plaintiff's neck. The doctor found that it was normal and that any injury that occurred on the vessel would have been resolved within several months. Shortly

after that examination, defendant stopped paying maintenance and cure. In October 2009, plaintiff's treating physician opined that plaintiff could benefit from additional treatment for both his hand and neck injuries.

Lawsuit

Plaintiff filed suit in King County Superior Court in Seattle, Washington, for damages under the Jones Act, and for maintenance and cure under general maritime law. Plaintiff filed a pre-trial motion to reinstate maintenance and cure, requesting that the court order defendant to resume making payments because plaintiff had not reached maximum cure. The trial court applied a summary judgment standard to the motion and thus viewed the facts in the light most favorable to defendant, the non-moving party. The trial court found that there were genuine issues of material fact as to whether plaintiff's injuries had reached maximum cure, based on the conflicting medical opinions, and thus that plaintiff could not prevail under the standard applicable to a summary judgment motion. Accordingly, the court did not order defendant to resume paying maintenance and cure.

Plaintiff appealed. The court of appeals affirmed the trial court's application of the summary judgment standard to plaintiff's motion to reinstate maintenance and cure. It noted that instead of bringing that motion, with its difficult-to-meet standard, plaintiff could have sought a preliminary injunction under Civil Rule 65(a) or moved for an expedited trial under Civil Rule 42(b).

Supreme Court Decision

The Washington Supreme Court reversed. The

court spent several pages discussing the doctrine of maintenance and cure, its origins, purpose, and many cases generously applying the doctrine over the past two hundred years for the benefit and protection of seamen. The court noted that the defenses to a claim for maintenance and cure are few and sharply limited, and that all doubts about a seaman's entitlement to that remedy are to be resolved in the seaman's favor.

The court recognized that a seaman's initial entitlement to maintenance and cure can be resolved on summary judgment, as a matter of law, but explained that this standard was proper because a seaman's initial entitlement to maintenance and cure is a legal question. However, after a seaman proves his initial entitlement to maintenance and cure, the burden shifts to the shipowner to prove maximum cure has been reached.

The court reasoned that the extent of a seaman's injuries and whether a seaman has reached maximum cure are factual, rather than legal questions, and thus cannot properly be resolved on summary judgment. Moreover, the court explained that to allow the shipowner to unilaterally decide to stop paying maintenance and cure based on the opinion of a single doctor, in conflict with the treating physician's, that the seaman has reached maximum cure would be incompatible with the doctrine's fundamental principle that all doubts must be resolved in favor of the seaman.

The court said that requiring the seaman to meet a summary judgment standard (no genuine issue of material fact) to establish a right to maintenance and cure after the shipowner decides to stop making payments would put "adjudicatory power" in the hands of the shipowner, and would improperly shift the burden of proving maximum cure from the shipowner to the seaman (to prove he would in fact benefit from further treatment).

Accordingly, the court held that a summary judgment standard should not be applied to a seaman's motion for reinstatement of maintenance and cure. Instead, if a shipowner stops paying maintenance and cure to a seaman based on its determination that the seaman reached maximum cure, the trial court should order the shipowner to reinstate such payments unless the shipowner provides unequivocal evidence that the seaman has reached maximum cure. In a footnote, the court noted that if conflicting medical opinions exist on

that issue, then it would be unlikely that the shipowner could show unequivocal evidence of maximum cure.

Takeaway

This case represents yet another decision from Washington State courts affirming that the time-honored doctrine of maintenance and cure will be liberally interpreted and broadly applied in favor of seamen, and to the detriment of shipowners, in this state. For all practical purposes, regardless of contrary evidence, if the seaman's treating doctor says that he would benefit from further treatment, it will be impossible to terminate maintenance and cure without a trial on the issue. Even at trial, the applicable standards overwhelmingly favor the seaman. In the vast majority of circumstances, the cost to the shipowner and its insurer of going to trial on the issue would greatly exceed the expense of continuing to pay maintenance and cure to the seaman.

What can shipowners do to protect themselves?

Directing seamen to reputable doctors who will honestly evaluate the seaman's condition and prescribe only necessary and beneficial treatment would be the most helpful step the shipowner could take. In addition, care should be taken to ensure that in any settlement reached with the seaman, the agreement clearly releases the seaman's claim for maintenance and cure – past, present and future. In light of the potential for seamen to bring a claim for punitive damages if the shipowner willfully withholds maintenance and cure, the shipowner and the seaman share a common interest in resolving questions about a seaman's entitlement to maintenance and cure in favor of the seaman. An ounce of prevention...

Our thanks to Melissa M. Smith, Associate at Keesal Young & Logan for her assistance in producing this article. Ms Smith is an associate in Keesal, Young & Logan's Long Beach office where she practices a broad range of civil litigation.

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More than half of the Club's personal injury claims over \$100,000 are brought in the American courts.

The TMA Bodily Injury Team are a specialist group from both the New Jersey and San Francisco offices empowered with a significant settlement authority to deal with these demanding cases. Under the leadership of Louise Livingston they apply collective team expertise and experience to a variety of bodily injury matters. The team review and determine strategy in all major injury cases and regularly attend settlement conferences and mediation.

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