1		ne Honorable Barbara Jacobs Rothstein	
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4	NOV 1 3 2001	OCT 25 2001 DJ	
5	AT SEATTLE CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON	AT SEATTLE CLENK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON BY	
6	DEPL	JTY DEPUTY	
7	UNITED STATES	DISTRICT COURT	
8	FOR THE WESTERN DIS	TRICT OF WASHINGTON	
9	STEPHEN NEERGAARD,	)	
10	Plaintiff,	) AT LAW AND IN ADMIRALTY	
11	VS.	) No. C01-1460R	
12	ISLAND COMMUTER SERVICE, LLC,	) SEABULK'S VERIFIED ) COMPLAINT IN INTERVENTION	
13	AND ARROW LAUNCH, INC.,		
14	Defendants.	)	
15	SEABULK INTERNATIONAL, INC.,	)	
16	Plaintiff-in-Intervention,	)	
17	Vs.		
18	ISLAND COMMUTER SERVICE, LLC,		
19	ARROW LAUNCH, INC., in personam, and M/V ISLAND COMMUTER II (O.N.	A TANAN MATANA ANA INA MANANA ANA ANA ANA ANA ANA ANA ANA AN	
20	574608), in rem,	CV01-01460 #00000031	
21	Defendants.	)	
22	Plaintiff-in-intervention Seabulk Inter	national, Inc. ("Seabulk") complains against	
23	Island Commuter Service, LLC, ("Island Com	muter"), Arrow Launch, Inc. ("Arrow	
24	Launch") and the M/V ISLAND COMMUTER	R II as follows.	
25	1. Plaintiff-in-intervention Seabul	s is a Delaware corporation with its primary	
26	place of business in Florida.		
27	2. Defendant Island Commuter is a	Washington limited liability company.	
28		KEESAL, YOUNG & LOGAN	
	SEABULK'S VERIFIED COMPLAINT IN INTERVENTION - 1 ODIOLOLARA		
	URI	SINAL (206) 622-3tra	

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3. Defendant Arrow Launch is a Washington corporation.

Defendant M/V ISLAND COMMUTER II is a United States documented 4. vessel having official number 574608. It is within the district or will be within the district while this action is pending.

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5. This Court has jurisdiction pursuant to 28 U.S.C. § 1333. This is an admiralty and maritime claim within the meaning of Fed. R. Civ. P. 9(h).

7 6. On January 9, 2000, defendant Arrow Launch had been hired by the husbanding agent for Seabulk's vessel the T/S DYNACHEM to provide launch services to 8 9 the vessel. Unbeknownst to Seabulk, Arrow Launch subcontracted Island Commuter to 10 provide the launch services.

11 7. On January 9, 2000, Island Commuter used its vessel the ISLAND 12 COMMUTER II to provide the launch services. In breach of the implied warranty of workmanlike performance owed by Arrow Launch and Island Commuter to Seabulk, the 1314 ISLAND COMMUTER II was operated in such a manner as to injure the plaintiff 15Stephen Neergaard, who had just completed his tour of service on the DYNACHEM and was attempting to board the ISLAND COMMUTER II from the DYNACHEM at the time 16 17 of his injury.

18 8. Although it was not at fault in any way, Seabulk has incurred losses due to Mr. Neergaard's injury. Under governing general maritime law, both Arrow Launch and 19 20Island Commuter must indemnify Seabulk for its losses, including legal expenses 21incurred by Seabulk in connection with Mr. Neergaard's injury. Seabulk also has a valid 22 maritime lien against the M/V ISLAND COMMUTER II for its indemnity claim.

## PRAYER FOR RELIEF

WHEREFORE, Seabulk prays:

251. That judgment be entered against Island Commuter, Arrow Launch, and 26the M/V ISLAND COMMUTER II for all losses that Seabulk sustained in connection 27with Mr. Neergaard's injury:

SEABULK'S VERIFIED COMPLAINT IN INTERVENTION - 2

1	2. That process in due form of law for arrest of the M/V ISLAND COMMUTER		
2	II and all its engines, machinery, equipment and appurtenances be issued;		
3	3. That all persons claiming an interest in the M/V ISLAND COMMUTER II		
4	be required to appear and answer on all matters alleged herein;		
5	4. That Seabulk's claim be declared a valid and preferred maritime lien		
6	against the M/V ISLAND COMMUTER II with priority over all other liens;		
7	5. That the M/V ISLAND COMMUTER II, its engines, machinery, equipment		
8	and appurtenances be sold to pay Seabulk's claims;		
9	6. That at the sale of the M/V ISLAND COMMUTER II plaintiff be permitted		
10	to bid without cash deposit up to the amount of its judgment, and in the event that such		
11	bid is the highest and best bid, that such amount be credited on the decree entered in		
12	this suit; and		
13	7. That Seabulk is awarded all its costs of suit and attorney's fees; and		
14	8. That the court grant such other and further relief as it may deem just and		
15	proper.		
16	DATED this _25 day of October, 2001		
17	KEESAL, YOUNG & LOGAN		
18	1181		
19	Robert J. Kocko WSBA No. 15724		
20	Robert J. Bocko, WSBA No. 15724 Attorneys for Seabulk International, Inc.		
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28	SEABULK'S VERIFIED COMPLAINT IN INTERVENTION - 3 KEESAL, YOUNG & LOGAN 1301 FIFTH AVENUE, SUITE 1515 SEATTLE, WA 98101 (206) 622-3790		

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2	VERIFICATION	
3	Robert J. Bocko declares under penalty of perjury under the laws of the United	
4	States that the following is true and correct.	
5	I am the attorney for Seabulk International Inc. I am authorized to and do hereby	
6	make this verification for and on plaintiff's behalf. I have read the foregoing complaint,	
7	and I am aware of its contents, and believe that the allegations therein are true.	
8	DATED this _25 day of October, 2001	
9	7.181	
<b>1</b> 0	Robert J. Bocho	
11	Robert J. Hocko	
12	23203	
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28	SEABULK'S VERIFIED COMPLAINT IN INTERVENTION - 4 SEABULK'S VERIFIED COMPLAINT IN INTERVENTION - 4	

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