

The Honorable Barbara Jacobs Rothstein

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF WASHINGTON

STEPHEN NEERGAARD,

Plaintiff,

vs.

ISLAND COMMUTER SERVICE, LLC,
AND ARROW LAUNCH, INC.,

Defendants.

AT LAW AND IN ADMIRALTY

No. C01-1460R

**SEABULK'S VERIFIED
COMPLAINT IN INTERVENTION**

SEABULK INTERNATIONAL, INC.,

Plaintiff-in-Intervention,

Vs.

ISLAND COMMUTER SERVICE, LLC,
ARROW LAUNCH, INC., *in personam*, and
M/V ISLAND COMMUTER II (O.N.
574608), *in rem*,

Defendants.

CV 01-01460 #00000011

Plaintiff-in-intervention Seabulk International, Inc. ("Seabulk") complains against Island Commuter Service, LLC, ("Island Commuter"), Arrow Launch, Inc. ("Arrow Launch") and the M/V ISLAND COMMUTER II as follows.

1. Plaintiff-in-intervention Seabulk is a Delaware corporation with its primary place of business in Florida.

2. Defendant Island Commuter is a Washington limited liability company.

ORIGINAL

1 3. Defendant Arrow Launch is a Washington corporation.

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

5 5. This Court has jurisdiction pursuant to 28 U.S.C. § 1333. This is an
6 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
8 husbanding agent for Seabulk's vessel the T/S DYNACHEM to provide launch services to
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
13 workmanlike performance owed by Arrow Launch and Island Commuter to Seabulk, the
14 ISLAND COMMUTER II was operated in such a manner as to injure the plaintiff
15 Stephen Neergaard, who had just completed his tour of service on the DYNACHEM and
16 was attempting to board the ISLAND COMMUTER II from the DYNACHEM at the time
17 of his injury.

18 8. Although it was not at fault in any way, Seabulk has incurred losses due to
19 Mr. Neergaard's injury. Under governing general maritime law, both Arrow Launch and
20 Island Commuter must indemnify Seabulk for its losses, including legal expenses
21 incurred 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.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Seabulk prays:

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

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VERIFICATION

Robert J. Bocko declares under penalty of perjury under the laws of the United States that the following is true and correct.

I am the attorney for Seabulk International Inc. I am authorized to and do hereby make this verification for and on plaintiff's behalf. I have read the foregoing complaint, and I am aware of its contents, and believe that the allegations therein are true.

DATED this 25th day of October, 2001



Robert J. Bocko

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