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8 Attorneys for Plaintiffs
9 TRUTH AQUATICS, INC. AND
10 GLEN RICHARD FRITZLER AND DANA
11 JEANNE FRITZLER, INDIVIDUALLY AND AS
12 TRUSTEES OF THE FRITZLER FAMILY TRUST
13 DTD 7/27/92

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 In the Matter of the Complaint of Truth)
17 Aquatics, Inc. and Glen Richard Fritzler and)
18 Dana Jeanne Fritzler, individually and as)
19 Trustees of the Fritzler Family Trust DTD)
20 7/27/92 as owners and/or owners pro hac vice)
21 of the dive vessel CONCEPTION, Official)
22 Number 638133, for Exoneration from or)
23 Limitation of Liability)
24)
25)
26)
27)
28)
CASE NO. 2:19-cv-07693-PA-MRW
**TRUTH AQUATICS, INC.
AND GLEN RICHARD
FRITZLER AND DANA
JEANNE FRITZLER,
INDIVIDUALLY AND AS
TRUSTEES OF THE
FRITZLER FAMILY TRUST
DTD 7/27/92'S ANSWER TO
CLAIMANT/RESPONDENT
RYAN SIMS' CLAIM**

20 Come now Plaintiffs TRUTH AQUATICS, INC. AND GLEN RICHARD
21 FRITZLER AND DANA JEANNE FRITZLER, INDIVIDUALLY AND AS
22 TRUSTEES OF THE FRITZLER FAMILY TRUST dtd 7/27/92 (“Petitioners”),
23 and in response to Claimant/Respondent Ryan Sims’ (“Claimant Sims”) Claim,
24 admit, deny and allege as follows:

25 1. Paragraph 1 of the Claim purports to “re-urge[] each and every
26 defense and objection” set forth in Claimant Sims’ Answer. Petitioners object to
27 such allegations as improper and unintelligible. Petitioners further respond that the
28 allegations of Paragraph 1 of the Claim contain admissions, denials, affirmative

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1 defenses and conclusions of law to which an answer is not required. To the extent
2 an answer is required, Petitioners respond that they are without knowledge or
3 information sufficient to form a belief as to the truth of the allegations contained in
4 Paragraph 1, and on that basis deny each and every one of them.

5 2. There is no “Paragraph 2” of the “Claim.”¹ As such, no response to
6 such paragraph is required. To the extent an answer is required, Petitioners respond
7 that they are without knowledge or information sufficient to form a belief as to the
8 truth of the allegations, and on that basis deny each and every one of them.

9 3. Paragraph No. 3 of the Claim re-alleges and incorporates by reference
10 the preceding allegations set forth in the Claim and, as such, Petitioners
11 incorporate by reference their responses set forth in Paragraphs 1 through 2 above
12 as though fully set forth herein.

13 4. In response to Paragraph 4 of the Claim, Petitioners are without
14 knowledge or information sufficient to form a belief as to the truth of the
15 allegations contained therein, and on that basis deny them.

16 5. In response to Paragraph 5 of the Claim, Petitioners admit that Truth
17 Aquatics, Inc. is a California corporation doing business in this District with its
18 principle place of business at 301 West Cabrillo Boulevard, Santa Barbara,
19 California. Petitioners admit that Truth Aquatics, Inc. was Mr. Sims’ employer at
20 the time of the events in question. Petitioners further respond that the remaining
21 allegations of this Paragraph contain conclusions of law to which an answer is not
22 required. To the extent an answer to those allegations is required, Petitioners
23 respond that they are without knowledge or information sufficient to form a belief
24 as to the truth of the remaining allegations contained therein, and on that basis
25 deny each and every one of them.

26 _____
27 ¹ The pleading is inconsistent in its nomenclature, sometimes referring to Mr.
28 Sims’ claim as a “Claim,” *see, e.g.*, Doc. No. 22 at 9:16, and at other times
referring to it as a “Complaint.” *See, e.g., id.* at 9:23. To avoid confusion, this
Answer will refer to Mr. Sims’ claim in the Limitation Action as the “Claim.”

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1 6. In response to Paragraph 6 of the Claim, Petitioners admit that
2 Plaintiff Glenn Richard Fritzler is an individual and Trustee of the Fritzler Family
3 Trust DTD 7/27/92 (hereafter, “the Trust”), and that the Trust was formed under
4 the laws of the State of California. Petitioners admit that the Trust was an owner
5 and/or owner *pro hac vice* of the dive vessel CONCEPTION, Official Number
6 638133 (hereafter, “CONCEPTION”). Petitioners further respond that the
7 remaining allegations of this Paragraph contain conclusions of law to which an
8 answer is not required. To the extent an answer to those allegations is required,
9 Petitioners respond that they are without knowledge or information sufficient to
10 form a belief as to the truth of the remaining allegations contained therein, and on
11 that basis deny each and every one of them.

12 7. In response to Paragraph 7 of the Claim, Petitioners are without
13 knowledge or information sufficient to form a belief as to the truth of the
14 allegations contained therein, and on that basis deny each and every one of them.

15 8. Paragraph No. 8 of the Claim re-alleges and incorporates by reference
16 the preceding allegations set forth in the Claim and, as such, Petitioners
17 incorporate by reference their responses set forth in Paragraphs 1 through 7 above
18 as though fully set forth herein.

19 9. In response to Paragraph 9 of the Claim, Petitioners admit Mr. Sims
20 was employed by Truth Aquatics, Inc. as a member of the CONCEPTION’s crew.
21 Petitioners admit that Truth Aquatics, Inc. and the Trust were owners and/or
22 owners *pro hac vice* of the CONCEPTION. Petitioners are without knowledge or
23 information sufficient to form a belief as to the truth of this Paragraph’s allegation
24 that Claimant Sims was injured, or its allegation that Claimant Sims “was
25 contributing to and aiding” the accomplishment of the CONCEPTION’s mission at
26 the time he purportedly sustained the injury(ies) alleged, and on that basis denies
27 them. Petitioners further respond that the remaining allegations of this Paragraph
28 contain conclusions of law to which an answer is not required. To the extent an

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1 answer to those allegations is required, Petitioners respond that they are without
2 knowledge or information sufficient to form a belief as to the truth of the
3 remaining allegations contained therein, and on that basis deny each and every one
4 of them.

5 10. In response to Paragraph 10 of the Claim, Petitioners admit that there
6 was a fire on the CONCEPTION on the morning of September 2, 2019.

7 Petitioners are without knowledge or information sufficient to form a belief as to
8 the truth of the allegations contained in the remainder of that Paragraph, and on
9 that basis deny each and every one of them.

10 11. In response to Paragraph No. 11 of the Claim, Petitioners lack
11 knowledge or information sufficient to form a belief as to the truth of the allegation
12 that the CONCEPTION was anchored in Ventura County, California at the time of
13 the fire, and on that basis they deny that allegation. Petitioners admit the
14 remaining allegations of this Paragraph.

15 12. Paragraph No. 12 of the Claim re-alleges and incorporates by
16 reference the preceding allegations set forth in the Claim and, as such, Petitioners
17 incorporate by reference their responses set forth in Paragraphs 1 through 11 above
18 as though fully set forth herein.

19 13. In response to Paragraph 13 of the Claim, Petitioners admit that
20 Claimant Sims was employed by Truth Aquatics, Inc. on September 2, 2019.
21 Petitioners further respond that the remaining allegations of this Paragraph contain
22 conclusions of law to which an answer is not required. To the extent an answer to
23 those allegations is required, Petitioners respond that they are without knowledge
24 or information sufficient to form a belief as to the truth of the remaining
25 allegations contained therein, and on that basis deny each and every one of them.

26 14. Petitioners deny the allegations contained in Paragraph 14 of the
27 Claim.

28 15. Petitioners deny the allegations contained in Paragraph 15 of the

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1 Claim.

2 16. Petitioners deny the allegations in the first sentence of Paragraph 16
3 of the Claim. Petitioners further respond that they are without knowledge or
4 information sufficient to form a belief as to the truth of the allegations contained in
5 the remainder of that Paragraph, and on that basis they deny each and every one of
6 them.

7 17. Petitioners deny the allegations contained in Paragraph 17 of the
8 Claim.

9 18. Petitioners deny the allegations contained in Paragraph 18 of the
10 Claim.

11 19. Petitioners deny the allegations contained in the first sentence of
12 Paragraph 19 of the Claim. Responding to the remaining allegations of that
13 Paragraph, Petitioners further respond that they are without knowledge or
14 information sufficient to form a belief as to the truth of the allegations contained in
15 the remainder of the Paragraph, and on that basis they deny each and every one of
16 them.

17 20. Petitioners deny the allegations of Paragraph 20 of the Claim.

18 21. Paragraph No. 21 of the Claim re-alleges and incorporates by reference
19 the preceding allegations set forth in the Claim and, as such, Petitioners
20 incorporate by reference their responses set forth in Paragraphs 1 through 20 above
21 as though fully set forth herein.

22 22. Petitioners deny the allegations contained in the first sentence of
23 Paragraph 22 of the Claim. The second sentence of Paragraph 22 contains
24 conclusions of law to which no response is required; to the extent a response is
25 necessary, Petitioners lack sufficient knowledge or information to form a belief as
26 to the truth of those allegations and on that basis deny them. Responding to the
27 remaining allegations of that Paragraph, Petitioners further respond that they are
28 without knowledge or information sufficient to form a belief as to the truth of the

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1 allegations contained in the remainder of this Paragraph, and on that basis they
2 deny each and every one of them.

3 23. Petitioners deny the allegations of Paragraph 23 of the Claim.

4 24. Petitioners deny the allegations of Paragraph 24 of the Claim.

5 25. Paragraph No. 25 of the Claim re-alleges and incorporates by reference
6 the preceding allegations set forth in the Claim and, as such, Petitioners
7 incorporate by reference their responses set forth in Paragraphs 1 through 24 above
8 as though fully set forth herein.

9 26. Petitioners deny the allegations of Paragraph 26 of the Claim.

10 27. In response to Paragraph 27 of the Claim, this Paragraph contains
11 conclusions of law to which an answer is not required. To the extent an answer to
12 those allegations is required, Petitioners respond that they are without knowledge
13 or information sufficient to form a belief as to the truth of the allegations contained
14 therein, and on that basis deny each and every one of them.

15 28. In response to Paragraph 28 of the Claim, this Paragraph contains
16 conclusions of law to which an answer is not required. To the extent an answer to
17 those allegations is required, Petitioners respond that they are without knowledge
18 or information sufficient to form a belief as to the truth of the allegations contained
19 therein, and on that basis deny each and every one of them.

20 29. Petitioners deny the allegations of Paragraph 29 of the Claim.

21 30. Petitioners deny the allegations of Paragraph 30 of the Claim.

22 31. Petitioners deny the allegations of Paragraph 31 of the Claim.

23 32. Petitioners deny the allegations of Paragraph 32 of the Claim.

24 33. Petitioners deny the allegations of Paragraph 33 of the Claim.

25 34. Petitioners deny the allegations of Paragraph 34 of the Claim.

26 35. Paragraph No. 35 of the Claim re-alleges and incorporates by reference
27 the preceding allegations set forth in the Claim and, as such, Petitioners
28 incorporate by reference their responses set forth in Paragraphs 1 through 34 above

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1 as though fully set forth herein.

2 36. Petitioners deny the allegations of Paragraph 36 of the Claim.

3 37. Petitioners deny the allegations of Paragraph 37 of the Claim.

4 38. Petitioners deny the allegations of Paragraph 38 of the Claim.

5 39. Petitioners deny the allegations of Paragraph 39 of the Claim.

6 40. Petitioners deny the allegations of Paragraph 40 of the Claim.

7 41. Petitioners deny the allegations of Paragraph 41 of the Claim.

8 42. Petitioners deny the allegations of Paragraph 42 of the Claim.

9 **AFFIRMATIVE DEFENSES**

10 **FIRST AFFIRMATIVE DEFENSE**

11 Claimant Sims’ Claim, and each cause of action thereof, fails to state facts
12 sufficient to constitute a cause, or causes, of action as against Petitioners.

13 **SECOND AFFIRMATIVE DEFENSE**

14 Claimant Sims’ Claim fails to state a claim, or claims, upon which relief can
15 be granted.

16 **THIRD AFFIRMATIVE DEFENSE**

17 Any and all acts, happenings and/or damages, if any, referred to in Claimant
18 Sims’ Claim, were proximately caused by and/or contributed to by the negligence
19 Claimant Sims and therefore, Claimant Sims is completely barred from recovery
20 herein or, in the alternative, under the doctrine of comparative negligence, the
21 negligence of Claimant Sims reduces his right to recovery herein by the amount
22 which said negligence contributed to the incident alleged.

23 **FOURTH AFFIRMATIVE DEFENSE**

24 If any injuries and/or damages were sustained by Claimant Sims, which are
25 expressly denied, they were caused solely and/or proximately by the natural
26 progression of Claimant Sims’ pre-existing medical conditions over which
27 Petitioners had no control and for which Petitioners are not liable.

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FIFTH AFFIRMATIVE DEFENSE

Claimant Sims’ injuries and/or damages, if any, were caused or contributed to by the negligence of third parties whose identities are presently unknown to Petitioners, and Petitioners’ liability, if any, should be reduced by the proportion caused or contributed to by such persons.

SIXTH AFFIRMATIVE DEFENSE

Petitioners aver as a separate and complete defense that in the event Petitioners are found liable for the claims asserted, which is denied, Petitioners are entitled to indemnification or contribution from any other responsible party.

SEVENTH AFFIRMATIVE DEFENSE

Claimant Sims is barred from asserting the claim or cause(s) of action herein alleged against Petitioners by the doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Claimant Sims is barred from asserting the claim or cause(s) of action herein alleged against Plaintiff by the doctrine of waiver.

NINTH AFFIRMATIVE DEFENSE

Petitioners allege that Claimant Sims knew or should have known of the risks and hazards inherent in being aboard the subject vessel, as well as the magnitude of said risks and hazards and thereafter knowingly and willingly assumed those risks, which assumption bars Claimant Sims’ Claim, or reduces his damages.

TENTH AFFIRMATIVE DEFENSE

Petitioners are informed and believe and thereon allege that, in the event Claimant Sims should establish any liability on the part of Petitioners, which liability is expressly denied, Petitioners may not be obligated to pay sums representing a proportion or percentage of fault not their own, but that of Claimant Sims, other parties to this action and/or third persons not parties to this action. Plaintiff is entitled to an adjudication and determination of the respective

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1 proportions or percentages of fault, if any, on Petitioners’ part and on the part of
2 the Claimant Sims and other parties to this action and third persons not parties to
3 this action pursuant to the doctrine of comparative negligence and the Fair
4 Responsibility Act of 1986, codified in Civil Code Section 1431-1431.5.

5 **ELEVENTH AFFIRMATIVE DEFENSE**

6 Claimant Sims’ Claim and each cause of action therein are barred by the
7 defense of primary assumption of the risk.

8 **TWELFTH AFFIRMATIVE DEFENSE**

9 Petitioners claim the right to exoneration from liability for the losses,
10 damages and personal injuries sustained by Claimant Sims, all as alleged in the
11 Claim, and Petitioners allege that they have a valid defense on the merits to any
12 and all such other claims as may be filed arising thereunder. Notwithstanding that,
13 Petitioners further claim the benefit of limitation of, or exoneration from, liability
14 as provided in 46 U.S.C. § 30501-30512, *et seq.*, and the various statutes
15 supplementary thereto and amendatory thereof. Petitioners allege further that if
16 there was any fault on their part, or on the part of any person for whom Petitioners
17 are responsible, all of which are denied, Petitioners’ liability should be limited to
18 the amount or value of Petitioners’ interest in the said vessel, and the then-pending
19 freight. Petitioners further allege that the injury complained of by Claimant Sims
20 was occasioned or occurred without the knowledge or privity of Petitioners herein
21 and without any fault, neglect, want of care, or design on the part of Petitioners,
22 and that said vessel was at the commencement of the tour tight, staunch, seaworthy
23 and strong.

24 **THIRTEENTH AFFIRMATIVE DEFENSE**

25 Petitioners cannot be held liable for punitive damages because no
26 Petitioners, nor the officers, directors or managing agents, committed any alleged
27 oppressive, fraudulent or malicious act, authorized or ratified such an act, or had
28 advanced knowledge of the unfitness, if any, of the employee or employees, if any,

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1 who allegedly committed such an act, or employed any such employee or
2 employees with a conscious disregard of the rights or safety of others. Cal. Civ.
3 Code § 3294.

4 **FOURTEENTH AFFIRMATIVE DEFENSE**

5 Claimant Sims is not entitled to recover any punitive damages, and any
6 allegations in support of a claim for punitive damages should be stricken, because
7 California’s laws regarding the acts and omissions alleged are too vague to permit
8 the imposition of punitive damages, and because any award of punitive damages in
9 this action would violate Petitioners’ constitutional rights under the due process
10 clauses of the Fifth and Fourteenth Amendments to the United States Constitution,
11 and the excessive fines and cruel and unusual punishment clauses of the Eighth
12 Amendment of the United States Constitution, as well as other provisions of the
13 United States Constitution and the California Constitution.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 Petitioners cannot be held liable for punitive damages because Petitioners
16 did not engage in oppressive, fraudulent or malicious conduct toward Plaintiff.
17 Cal. Civ. Code § 3294.

18 **SIXTEENTH AFFIRMATIVE DEFENSE**

19 Petitioners allege that the Claim fails to join one or more necessary and/or
20 indispensable parties as required by Fed. R. Civ. P. 19.

21 **SEVENTEENTH AFFIRMATIVE DEFENSE**

22 Petitioners allege, on information and belief, the claims, relief and/or
23 damages claimed by Claimant Sims are subject to and/or limited by the uniformity
24 principles set forth in *Miles v Apex Marine Corp.*, 498 U.S. 19 (1990), and/or
25 General Maritime Law.

26 **EIGHTEENTH AFFIRMATIVE DEFENSE**

27 Petitioners allege, on information and belief, that they are entitled to the
28 benefit of each and every term of the agreement(s), contract(s), and/or disclosure(s)

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1 that exist by and between the parties to these proceedings, or those by, under or
2 through whom they claim, including any waivers, releases or limitation of liability,
3 or exonerating language contained therein.

4 **NINETEENTH AFFIRMATIVE DEFENSE**

5 If Claimant Sims sustained any injuries and/or losses, which injuries and/or
6 losses are specifically denied, Petitioners are not responsible for such injuries
7 and/or losses as they were caused by Claimant Sims’ own willful failure to follow
8 the directives of the owners and/or captain and/or crew of the vessel and/or posted
9 signs.

10 **TWENTIETH AFFIRMATIVE DEFENSE**

11 Claimant Sims is barred from recovery in this suit for maintenance and/or
12 cure and/or wages, and/or found, in that Claimant Sims was uncooperative and
13 inexcusably and unreasonably delayed in providing Petitioners with notice and/or
14 information concerning his alleged injury and claim, which lack of cooperation
15 and/or delay has caused substantial prejudice to Defendant.

16 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

17 Claimant Sims is barred from recovery of the damages alleged in this
18 lawsuit in that if any injuries were sustained by Claimant Sims, which damages
19 and injuries are specifically denied, such damages were avoidable and therefore
20 not recoverable due to Plaintiff’s failure to avoid, mitigate, or minimize such
21 damages.

22 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

23 If any injuries were sustained by Claimant Sims, which is expressly denied,
24 they were caused solely and/or proximately by Claimant Sims failure to follow the
25 policies and directions of his employer.

26 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

27 Claimant Sims alleged injuries were caused by his failure to perform duties
28 assigned to him, and not by negligence or other breach of duty on the part of

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1 Petitioners and therefore he is barred from recovering under this Complaint and
2 each claim therein by the Primary Duty Rule.

3 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

4 Petitioners are informed and believe, and thereon allege, that to the extent
5 Claimant Sims has received collateral source benefits in full or partial payment of
6 the damages sought in this action, Petitioners are entitled to a set off of any
7 recovery against them to the extent of all benefits paid, or payable to, or on behalf
8 of the Claimant Sims from any collateral source.

9 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

10 Petitioners are informed and believes, and thereon alleges, that to the extent
11 Claimant Sims has received benefits in full or partial payment of the maintenance
12 and cure sought in this action, Petitioners are entitled to a set off of any recovery
13 against Petitioners to the extent of all benefits paid, or payable to, or on behalf of
14 the Claimant Sims from any source.

15 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

16 Petitioners allege that Claimant Sims’ injuries and damages, if any, were not
17 due to any negligence of Petitioners or any failure of them to provide a seaworthy
18 vessel, seaworthy vessel appurtenances, or a safe place to work.

19 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

20 Petitioners allege that at all relevant times they acted with reasonable
21 diligence and due care, including with respect to the seaworthiness of the vessel
22 and her appurtenances.

23 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

24 Petitioners allege that Claimant Sims misrepresented the extent of his
25 alleged injuries, medical care and/or disability as a basis for claiming maintenance
26 and cure which, if known by Petitioners, would have materially affected the
27 decision to pay or continue to pay maintenance and/or cure and as a result,
28

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1 Claimant Sims’ entitlement to maintenance and cure, if any, is reduced,
2 diminished, or forfeited.

3 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

4 Petitioners allege that no acts or omissions of them were or could have been
5 a substantial factor, contributing cause or even featherweight cause of the damages
6 and/or injuries alleged, and that any alleged act or omission of Petitioners was
7 superseded by the acts or omissions of others, including Claimant Sims, which
8 were the independent, intervening, superseding, and proximate cause of the injuries
9 and/or damages, if any, sustained by him.

10 **THIRTIETH AFFIRMATIVE DEFENSE**

11 Defendant alleges that Claimant Sims’ recovery, if any, is limited to the
12 recovery of pecuniary damages under *Miles v. Apex Marine Corp.*, 498 U.S. 19
13 (1990), and its progeny.

14 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

15 Petitioners allege that they are entitled to restitution, an offset, or both, from
16 Claimant Sims for those amounts paid to him, or for his benefit, by Petitioners, for
17 maintenance and cure and/or other amounts for which Petitioners were not
18 responsible and to which Claimant Sims is/was not entitled.

19 **THIRTY-SECOND AFFIRMATIVE DEFENSE**

20 Petitioners allege that Claimant Sims is barred from recovery of non-
21 pecuniary damages under the terms of the Jones Act, the Federal Employers’
22 Liability Act, and the principles set forth in *Michigan Central R.R. v. Vrieland*, 227
23 U.S. 59 (1939).

24 **THIRTY-THIRD AFFIRMATIVE DEFENSE**

25 Petitioners allege that Claimant Sims is barred from recovery of punitive
26 damages on his unseaworthiness cause of action by the United States Supreme
27 Court’s holding in *Dutra Group v. Batterton*, 588 U.S.____ (2019).

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THIRTY-FOURTH AFFIRMATIVE DEFENSE

Petitioners allege that Claimant Sims’ recovery, if any, from Petitioners is limited or barred entirely by Claimant’s failure to mitigate his damages.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Petitioners allege that Claimant Sims failed to disclose pre-existing medical and/or physical conditions before signing on to the vessel on which his alleged injuries and harm purportedly occurred, that those pre-existing conditions, if disclosed, would have materially affected the decision to take Claimant on as a member of the CONCEPTION’s crew, and that there exists a substantial, direct, and legal connection between those undisclosed, pre-existing medical conditions and the injuries and damages of which Sims now complains. As a result, Claimant’s entitlement to maintenance and cure, if any, is reduced, diminished, or forfeited.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

Petitioners presently have insufficient knowledge or information on which to form a belief as to whether Petitioners may have additional, as yet unstated, affirmative defenses available for Petitioners’ benefits. Petitioners thereby reserve herein their right to assert additional affirmative defenses in the event discovery indicates that such affirmative defenses would be appropriate.

WHEREFORE, Petitioners pray that Claimant/Respondent’s Claim be dismissed with prejudice, that judgment be entered for Petitioners and against Claimant/Respondent; that their Answer herein be deemed good and sufficient or, alternatively, that should any judgment be rendered against Petitioners, that the amount of said judgment should be limited to the value of Petitioners’ interest in said vessel and pending freight, that Petitioners recover from Claimant/Respondent

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1 their costs of suit incurred herein, and for such other and further relief as the Court
2 may deem just and proper under the circumstances.

3 Dated: January 24, 2020 GORDON REES SCULLY MANSUKHANI, LLP

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5 By: /s/Russell P. Brown
6 Russell P. Brown
7 James F. Kuhne, Jr.
8 Attorney for Petitioners
9 TRUTH AQUATICS, INC.,
10 AND GLEN RICHARD FRITZLER AND
11 DANA JEANNE FRITZLER,
12 INDIVIDUALLY AND AS TRUSTEES OF
13 THE FRITZLER FAMILY TRUST DTD
14 7/27/92
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CERTIFICATE OF SERVICE

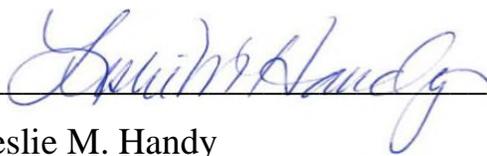
I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP, 2211 Michelson Drive, Suite 400, Irvine, CA 92612. On January 24, 2020, I served the foregoing document(s) entitled:

TRUTH AQUATICS, INC. AND GLEN RICHARD FRITZLER AND DANA JEANNE FRITZLER, INDIVIDUALLY AND AS TRUSTEES OF THE FRITZLER FAMILY TRUST DTD 7/27/92'S ANSWER TO CLAIMANT/RESPONDENT RYAN SIMS' CLAIM

by electronic service through the CM/ECF System which automatically generates a Notice of Electronic Filing at the time said document is filed to the email address(es) listed in the Electronic Mail Notice List and denoted below, which constitutes service pursuant to FRCP 5(b)(2)(E).

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on January 24, 2020 at Irvine, California.



Leslie M. Handy

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