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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**IN THE MATTER OF THE
COMPLAINT OF TRUTH
AQUATICS, INC. and GLEN
RICHARD FRITZLER and DANA
JEANNE FRITZLER, individually
and as Trustees of the FRITZLER
FAMILY TRUST DTD 7/27/92 as
owners and/or owners *pro hac vice* of
the dive vessel *CONCEPTION*,
OFFICIAL NUMBER 638133, FOR
EXONERATION FROM OR
LIMITATION OF LIABILITY**

Case No. 2:19-cv-07693 PA (MRWx)

**ANSWER OF CLAIMANT, SEEMA
SHARMA, individually and as the
Personal Representative of the Estate
of KAUSTUBH NIRMAL, deceased,
TO LIMITATION PLAINTIFFS'
FIRST AMENDED COMPLAINT
FOR EXONERATION FROM OR
LIMITATION OF LIABILITY,
WITH CLAIMS AGAINST
LIMITATION PLAINTIFFS**

Claimant, Seema Sharma, individually and as the Personal Representative of the Estate of Kaustubh Nirmal, deceased (hereinafter "Claimant"), by and through her undersigned counsel, hereby appears within the time period specified by this Honorable Court to present her existing and contingent claims and hereby answers the First

1 Amended Complaint of Truth Aquatics, Inc. and Glen Richard Fritzler and Dana Jeanne
2 Fritzler, individually and as Trustees of the Fritzler Family Trust DTD 7/27/92
3 (hereinafter collectively the "Limitation Plaintiffs") as Owners and/or Owners *pro hac*
4 *vice* of the dive vessel *Conception*, official Number 638133, for Exoneration From or
5 Limitation of Liability (hereinafter the "First Amended Complaint") pursuant to Rule
6 F(5) of the Supplemental Rules for Certain Admiralty and Maritime Claims, and in
7 support thereof, alleges upon information and belief as follows in response to each
8 allegation of the petitioning Limitation Plaintiffs:

9 **ANSWER**

10 1. The allegations contained in Paragraph 1 of the First Amended Complaint
11 contain conclusions of law to which no responses are required, and they are therefore
12 denied.

13 2. The allegations contained in Paragraph 2 of the First Amended Complaint
14 are denied for lack of sufficient information to justify a belief therein.

15 3. To the extent the allegations contained in Paragraph 3 of the First
16 Amended Complaint contain conclusions of law to which no responses are required,
17 they are denied. The remaining allegations contained in Paragraph 3 of the First
18 Amended Complaint are denied for lack of sufficient information to justify a belief
19 therein.

20 4. It is admitted that thirty-three passengers and one crew member died as a
21 result of the fire that broke out on the vessel on September 2, 2019. The remainder of
22 the allegations contained in Paragraph 4 of the First Amended Complaint are denied for
23 lack of sufficient information to justify a belief therein.

24 5. Claimant admits that he has not filed any lawsuit or claim against the
25 Limitation Plaintiffs arising out of the fire of September 2, 2019. The remainder of the
26 allegations contained in Paragraph 5 of the First Amended Complaint are denied for
27 lack of sufficient information to justify a belief therein.

6. The allegations contained in Paragraph 6 of the Complaint are denied for lack of sufficient information to justify a belief therein.

7. The allegations contained in Paragraph 7 of the First Amended Complaint are denied for lack of sufficient information to justify a belief therein.

8. The allegations contained in Paragraph 8 of the First Amended Complaint are denied for lack of sufficient information to justify a belief therein.

9. The allegations contained in Paragraph 9 of the First Amended Complaint are denied for lack of sufficient information to justify a belief therein.

10. Denied. It is specifically denied that the *Conception* was seaworthy. By way of further response, the *Conception* lacked sufficient means of ingress and egress, its captain failed to properly implement required watch policies and procedures at all times on the *Conception*, and the *Conception* failed to have an adequate fire suppression and detection system. The remainder of the allegations contained in Paragraph 10 of the First Amended Complaint contain conclusions of law to which no responses are required, and they are therefore denied.

11. It is admitted that the *Conception's* voyage commenced on August 31, 2019 with thirty-three passengers and six crewmembers. The remaining allegations contained in Paragraph 11 of the First Amended Complaint contain conclusions of law to which no responses are required, and they are therefore denied.

12. Denied in part; admitted in part. The allegations contained in Paragraph 12 of the First Amended Complaint are denied for lack of sufficient information to justify a belief therein. The allegations contained in Paragraph 12 of the First Amended Complaint also contain conclusions of law to which no responses are required, and they are therefore denied. It is admitted only that, as a result of the fire onboard the *Conception*, its thirty-three passengers and one crewmember died.

13. The allegations contained in Paragraph 13 of the First Amended Complaint are denied for lack of sufficient information to justify a belief therein.

1 14. The allegations contained in Paragraph 14 of the First Amended Complaint
2 are denied for lack of sufficient information to justify a belief therein.

3 15. Denied. It is specifically denied that the *Conception* was seaworthy. By
4 way of further response, the *Conception* lacked sufficient means of ingress and egress,
5 its captain failed to properly implement required watch policies and procedures at all
6 times on the *Conception*, and the *Conception* failed to have an adequate fire
7 suppression and detection system. The remainder of the allegations contained in
8 Paragraph 15 of the First Amended Complaint contain conclusions of law to which no
9 responses are required, and they are therefore denied.

10 16. The allegations contained in Paragraph 16 of the First Amended Complaint
11 contain conclusions of law to which no responses are required, and they are therefore
12 denied. It is specifically denied that Limitation Plaintiffs are entitled to exoneration
13 from or limitation of liability for the losses and damages arising out of the *Conception*
14 fire.

15 17. The allegations contained in Paragraph 17 of the First Amended Complaint
16 are denied for lack of sufficient information to justify a belief therein.

17 18. The allegations contained in Paragraph 18 of the First Amended Complaint
18 contain conclusions of law to which no responses are required, and they are therefore
19 denied.

20 19. The allegations contained in Paragraph 19 of the First Amended Complaint
21 are admitted.

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1 **CLAIMANT'S AFFIRMATIVE DEFENSES**

2 **FIRST DEFENSE**

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4 The allegations of the First Amended Complaint fail to state a claim upon
5 which relief may be granted.

6 **SECOND DEFENSE**

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8 Claimant reserves the right to challenge the Limitation Plaintiffs' alleged interest
9 in the *Conception* and/or the alleged valuation of the Vessel.

10 **THIRD DEFENSE**

11
12 The limitation fund is inadequate and the First Amended Complaint should be
13 dismissed because Limitation Plaintiffs have failed to deposit "a sum equal to the
14 amount or value of the owner's interest in the Vessel" or adequate security for the
15 Vessel.

16 **FOURTH DEFENSE**

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18 The limitation fund is inadequate and the First Amended Complaint should be
19 dismissed because Limitation Plaintiffs have failed to deposit adequate security for the
20 Vessel identified in the First Amended Complaint.

21 **FIFTH DEFENSE**

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23 Limitation Plaintiffs, or certain of them, are not a proper party plaintiff under the
24 Shipowner's Limitation of Liability Act and should be dismissed from the action.

25 **SIXTH DEFENSE**

26
27 Limitation Plaintiffs are not entitled to Limitation of Liability in the instant case
28 because at all times pertinent herein, the *Conception* was operated in a willful, wanton,

1 and reckless manner or, in the alternative, the conduct and actions which lead to
 2 Claimant's injuries and damages took place with the privity and knowledge of the
 3 owners, managing owners, owners *pro hac vice*, and/or operators of the *Conception*.

4 **SEVENTH DEFENSE**

5
 6 Limitation Plaintiffs are not entitled to Limitation of Liability in the instant case
 7 because at all relevant times, the *Conception* was known by the owner and/or owner
 8 *pro hac vice* to be unseaworthy and that unseaworthiness caused and/or contributed to
 9 Claimant's injuries and damages.

10 **EIGHTH DEFENSE**

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 12 The incident and resulting damages which are the subject of Limitation
 13 Plaintiffs' First Amended Complaint were caused by the fault, negligence, breach of
 14 warranty, statutory and regulatory violations of Limitation Plaintiffs, their agents,
 15 servants, contractors, and/or employees, all of which was within the privity and
 16 knowledge of Limitation Plaintiffs and, therefore, Limitation Plaintiffs' prayer for a
 17 decree of exoneration from liability must be denied.

18 **NINTH DEFENSE**

19
 20 The incident and resulting damages which are the subject of Limitation
 21 Plaintiffs' First Amended Complaint were caused by the unseaworthiness of the
 22 *Conception* and the negligence of the Vessel's crew and shoreside management, and,
 23 therefore, Limitation Plaintiffs' prayer for a decree of exoneration from liability must
 24 be denied.

25 **TENTH DEFENSE**

26
 27 Limitation Plaintiffs' First Amended Complaint for Exoneration From or
 28 Limitation of Liability contains vague and ambiguous statements, which are

1 objectionable under Federal Rule of Civil Procedure 12(e), and Claimant seeks more
2 definite statements of the allegations, regardless of the nature, manner and extent of the
3 Answer and Claim herein.

4
5 **ELEVENTH DEFENSE**

6 The events culminating in the injuries and damages of Claimant were the result
7 of negligence, fault, or want of due care on the part of Limitation Plaintiffs and/or those
8 for whom Limitation Plaintiffs are responsible, and/or the unseaworthiness of the
9 *Conception*, all of which was within the privity and knowledge of Limitation Plaintiffs,
10 for which the First Amended Complaint for Exoneration From or Limitation of
11 Liability should be denied.

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13 **TWELFTH DEFENSE**

14 The events culminating in the injuries and damages sustained by Claimant were
15 not the result of any negligence, fault, or want of due care on the part of Claimant or
16 Claimant's decedent.

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18 **THIRTEENTH DEFENSE**

19 In filing this Answer and Claim, Claimant specifically reserves all rights to
20 pursue all available claims in federal court.

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22 **FOURTEENTH DEFENSE**

23 Claimant specifically reserves all rights to pursue all available claims and no part
24 of this Answer and Claim shall be construed to be a waiver of these rights.

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26 **FIFTEENTH DEFENSE**

27 Claimant specifically reserves the right to pursue all available claims in State
28 Court, pursuant to the "Savings to Suitors" clause, 28 U.S.C. § 1333, for resolution of

1 any and all issues beyond a determination of whether admiralty jurisdiction exists and
2 whether limitation is required.

3
4 **SIXTEENTH DEFENSE**

5 Claimant presently lacks sufficient knowledge or information to formulate all
6 affirmative defenses that may ultimately prove to be applicable herein and reserve the
7 right to later assert additional affirmative defenses in the event that additional facts
8 become known to them that would justify the assertion of additional defenses.

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CLAIM ON BEHALF OF SEEMA SHARMA, individually and as the Personal Representative of the Estate of KAUSTUBH NIRMAL, deceased,

AGAINST LIMITATION PLAINTIFFS

Specifically reserving all rights and defenses asserted herein, Answering Claimant hereby demands a jury trial and make this claim pursuant to Rule F(5) of the Supplemental Rules for Admiralty or Maritime Claims against Truth Aquatics, Inc. and Glen Richard Fritzler and Dana Jeanne Fritzler, individually and as Trustees of the Fritzler Family Trust DTD 7/27/92, as owners, owners *pro hac vice*, operators and alleged owners and operators of the vessel *Conception* (the “Vessel”) and in support thereof aver as follows:

1. Claimant, Seema Sharma, is an adult citizen of Connecticut.
2. Claimant, Seema Sharma, is the duly appointed Personal Representative of the Estate of Kaustubh Nirmal, deceased.
3. Claimant brings this claim for damages arising from the death of Kaustubh Nirmal, individually and on behalf of decedent’s beneficiaries, Patanjali Sharma and Lakshmi Sharma, pursuant to California Code of Civil Procedure §§ 377.30 and 377.60.
4. On or about September 2, 2019, Kaustubh Nirmal, deceased, was a passenger onboard the Vessel.
5. At all times material hereto the Limitation Plaintiffs owned, maintained, equipped, controlled, and operated the Vessel.
6. On Monday, August 31, 2019, the *Conception* departed the Port of Santa Barbara with Kaustubh Nirmal, along with six crew members and thirty-two other passengers onboard, for a three-day voyage.

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7. The *Conception* was a seagoing vessel.

8. There were three decks on the Vessel: the wheel house and captain's quarters were located on the vessel's uppermost deck or sun deck, the galley and kitchen were situated at the forward end of the main dive deck, and the sleeping quarters were located beneath the main deck, in a below-deck space.

The commentary on the diagram is that of the creator of the diagram and is not offered as evidence in this pleading.

9. The Vessel was equipped with an onboard electrical system that was powered by diesel generators.

10. The Limitation Plaintiffs permitted and encouraged crew members and passengers to use this electrical system to charge cell phones, laptops, digital cameras, video cameras, strobe lights, GoPros, underwater-scooter power packs, and numerous other lithium-battery-powered electronics.

1 11. The Limitation Plaintiffs equipped the Vessel's galley, located directly
2 above the passenger accommodations, with a battery-charging station that included
3 power strips where the numerous electronic devices would be charged each night.

4 12. At all times relevant hereto, Claimant's decedent and the Vessel's other
5 passengers were asleep in the Vessel's sleeping quarters, directly below the battery
6 charging station.

7 13. Some time in the early morning hours of September 2, 2019, a fire started
8 in or near the galley and quickly spread throughout the Vessel, burning the Vessel to
9 the water line, and killing Claimant's decedent and all of the other passengers below
10 deck.

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14. Upon information and belief, the fire was caused, at least in part, by the lithium battery powered equipment that the Limitation Plaintiffs permitted and encouraged to be charged and stored in the Vessel's galley, directly above the passenger accommodations where Claimant's decedent and the Vessel's other passengers were sleeping.

1 15. Upon information and belief, a year before the fire onboard the Vessel, the
2 Limitation Plaintiffs experienced a lithium-battery-caused fire aboard the Vessel's
3 sister ship, the *Vision*.

4 16. The Limitation Plaintiffs failed to report this fire for further investigation,
5 failed to perform safety risk assessments after this fire, and failed to warn the Vessel's
6 crew and passengers about the risk of fire caused by lithium batteries.

7 17. Despite having actual knowledge of the dangers posed by lithium batteries,
8 the Limitation Plaintiffs ignored these dangers and continued to encourage the Vessel's
9 crew and passengers to continue charging and storing lithium batteries in the galley's
10 charging station.

11 18. Despite having actual knowledge of the dangers posed by lithium batteries,
12 the Limitation Plaintiffs failed to implement proper policies and procedures to ensure
13 that devices with lithium batteries were properly handled while onboard the Vessel.

14 19. At all times relevant hereto, the Vessel failed to have watchmen patrolling
15 throughout the Vessel during the night time.

16 20. Due to the lack of the night watch, the fire went undetected until it was too
17 late.

18 21. In the aftermath of this horrific fire, the Vessel's owner, Glen Fritzler, lied
19 and stated that a watchman was on rotation at the time of the fire, but in a different area
20 of the Vessel.

21 22. After the fire broke out on the Vessel, Claimant's decedent and the
22 Vessel's other passengers were unaware of the fire that broke out until it was too late
23 due to the Vessel's inadequate and defective fire alarm and fire detection systems.

24 23. Due to the defective design of the Vessel, there were only two means of
25 egress for Claimant's decedent and for the passengers sleeping below deck.

26 24. This condition rendered the Vessel unseaworthy.

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1 25. When the fire broke out, both means of escape led directly to the galley –
 2 the place where the fire originated and was burning out of control – preventing
 3 Claimant’s decedent and the Vessel’s other passengers from escaping.

4 26. As result of the unseaworthy and defective nature of the Vessel,
 5 Claimant’s decedent was caused to suffer an agonizing and painful death by burning
 6 and suffocation.

7 27. The unseaworthy and defective nature of the Vessel, and specifically the
 8 inadequacy of the means of egress, was within the privity and knowledge of the
 9 Limitation Plaintiffs.

10 28. As a direct and proximate result of the Limitation Plaintiffs’ carelessness,
 11 negligence, gross negligence, recklessness, and complete disregard for the welfare of
 12 their crew members and their passengers and as a result of the unseaworthiness of the
 13 Vessel, Claimant’s decedent’s life was taken from her and Claimant has been caused to
 14 sustain damages as a result of the fatal and catastrophic injuries suffered by Claimant’s
 15 decedent as a result of this tragedy.

16 29. In addition to the Limitation Plaintiffs, other actors may have caused
 17 and/or contributed to this tragedy and the damages sustained by the victims of the
 18 Vessel’s fire.

19 **COUNT I – WRONGFUL DEATH & SURVIVAL ACTION**

20 **CLAIMANT v. TRUTH AQUATICS, INC. and GLEN RICHARD FRITZLER**
 21 **and DANA JEANNE FRITZLER, individually and as Trustees of the**
 22 **FRITZLER FAMILY TRUST DTD 7/27/92**

23 30. Claimant incorporates herein by reference all preceding paragraphs of this
 24 Claim as if fully set forth herein.

25 31. On or about September 2, 2019, the Limitation Plaintiffs owned and
 26 operated the Vessel and had a duty to act reasonably, to ensure their vessel was
 27 seaworthy, to develop and implement proper safety policies, procedures, and training,
 28

1 to properly oversee their fleet, and to obey and otherwise ensure compliance with all
2 waterway and boating rules and standards while operating the Vessel.

3 32. The Limitation Plaintiffs' breach of that duty resulted in the death of
4 Claimant's decedent.

5 33. The Limitation Plaintiffs themselves, as well as by and through their
6 respective agents, servants, workmen and employees, were negligent, careless, grossly
7 negligent and reckless both generally and in the following particular respects, all of
8 which was within their privity and/or knowledge:

- 9 a. *Failing to implement policies, procedures and training to ensure*
10 *the safety of people onboard the Vessel;*
- 11 b. *Failing to maintain the Vessel in a reasonable manner;*
- 12 c. *Failing to properly train its captain;*
- 13 d. *Failing to ensure that the captain was properly trained to operate*
14 *the Vessel;*
- 15 e. *Failing to ensure that the captain was properly trained to maintain*
16 *required watch policies and procedures at all times on the Vessel;*
- 17 f. *Failing to have a dead man's switch or similar device to ensure a*
18 *roving watchman was on duty at all times;*
- 19 g. *Failing to have a policy requiring the use of a dead man's switch or*
20 *similar device to ensure a roving watchman was on duty at all*
21 *times;*
- 22 h. *Failing to implement standard operating procedures;*
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- 1 i. *Operating the Vessel in a careless and negligent manner in the face*
2 *of hazards that were within Limitation Plaintiffs' privity and/or*
3 *knowledge;*
- 4 j. *Failing to properly oversee the fleet to ensure that the Vessel was*
5 *being operated in accordance with company policies and*
6 *procedures, principles of good seamanship, and in accordance with*
7 *all applicable laws and regulations;*
- 8 k. *Failing to exercise reasonable care under all of the circumstances;*
- 9 l. *Failing to equip the Vessel with a properly-functioning electrical*
10 *system;*
- 11 m. *Failing to equip the Vessel with an electrical system that was safe,*
12 *suitable, and reasonably fit for its intended use;*
- 13 n. *Failing to equip the Vessel with a properly-functioning fire*
14 *detection system;*
- 15 o. *Failing to equip the Vessel with a fire detection system that was*
16 *safe, suitable, and reasonably fit for its intended use;*
- 17 p. *Failing to equip the Vessel with a properly-functioning fire alarm*
18 *system;*
- 19 q. *Failing to equip the Vessel with a fire alarm system that was safe,*
20 *suitable, and reasonably fit for its intended use;*
- 21 r. *Failing to equip the Vessel with a properly-functioning fire*
22 *suppression system;*
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- 1 s. *Failing to equip the Vessel with a fire suppression system that was*
2 *safe, suitable, and reasonably fit for its intended use;*
- 3 t. *Failing to equip the Vessel with firefighting equipment throughout*
4 *the Vessel;*
- 5 u. *Failing to train its captain on the hazards associated with the*
6 *improper handling and storage of devices with lithium ion*
7 *batteries;*
- 8 v. *Failing to ensure that those on the Vessel followed safety standards*
9 *for the handling and storage of devices with lithium ion batteries;*
10 w. *Allowing the improper handling and storage of devices with lithium*
11 *ion batteries on the Vessel;*
- 12 x. *Allowing the improper handling and storage of devices with lithium*
13 *ion batteries on the Vessel and failing to warn those on the Vessel*
14 *about the risks;*
- 15 y. *Being aware of the risk of fires caused by lithium ion batteries and*
16 *failing to take appropriate and necessary steps to remedy that risk;*
- 17 z. *Failing to report a prior fire that was caused by lithium ion*
18 *batteries on the Vessel's sister ship, the Vision, for investigation*
19 *and failing to report the fire to passengers and crew members on*
20 *the Vessel;*
- 21 aa. *Continuing to allow the improper handling and storage of devices*
22 *with lithium ion batteries on the Vessel despite having knowledge of*
23 *the risk of fires caused by lithium ion batteries;*
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- 1 **bb.** *Continuing to allow the improper handling and storage of devices*
2 *with lithium ion batteries on the Vessel despite having knowledge of*
3 *the risk of fires caused by lithium ion batteries and failing to warn*
4 *those on the Vessel about the risks;*
- 5 **cc.** *Failing to require passengers and crew to charge lithium ion*
6 *devices in secured fireproof containers;*
- 7
- 8 **dd.** *Failing to have a policy in effect which required passengers and*
9 *crew to charge lithium ion devices in secured fireproof containers;*
- 10 **ee.** *Failing to avoid or minimize foreseeable dangers to the passengers*
11 *and crew resulting from potential fire;*
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- 13 **ff.** *Failing to provide adequate safety equipment;*
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- 15 **gg.** *Failing to provide adequate safety rules;*
- 16 **hh.** *Failing to provide the fleet with effective safety policies and*
17 *procedures;*
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- 19 **ii.** *Failing to have properly operating safety equipment on board;*
- 20 **jj.** *Failing to develop and implement sufficient safety procedures for*
21 *emergency situations;*
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- 23 **kk.** *Failing to provide passengers and crew members below deck with*
24 *sufficient means of ingress and egress;*
- 25 **ll.** *Failing to ensure the means of escape for passengers and crew was*
26 *sufficient for rapid evacuation in an emergency for the number of*
27 *persons served;*
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- 1 *mm. Failing to provide passengers and crew members below deck with*
- 2 *emergency exits that were safe, suitable, properly designed, and*
- 3 *sufficient in size and number;*
- 4
- 5 *nn. Failing to comply with all requirements of Subchapter T, Small*
- 6 *Passenger Vessels, including, but not limited to, 46 CFR §§*
- 7 *177.500 and 185.410, et seq.;*
- 8
- 9 *oo. Failing to comply with other industry standards and guidelines,*
- 10 *including, but not limited to, NFPA 302 Section 4.1.1.2, et seq.;*
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- 12 *pp. Failing to provide adequate maintenance and cure;*
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- 14 *qq. Failing to provide adequate warnings of a known hazard;*
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- 16 *rr. Failing to address the known dangers associated with Vessel;*
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- 18 *ss. Failing to comply with industry standards, customs and practices;*
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- 20 *tt. Operating the Vessel with an obvious dangerous condition;*
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- 22 *uu. Failing to recognize danger and take corrective action;*
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- 24 *vv. Failing to provide adequate means of emergency evacuation;*
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- 26 *ww. Failing to adequately repair and/or maintain the Vessel;*
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- 28 *xx. Failing to timely eliminate known hazards;*
- yy. Failing to timely rectify known deficiencies;*
- zz. Failing to inspect the Vessel;*
- aaa. Failing to incorporate the safety recommendations of the NTSB;*
- and*

1 *bbb. Failing to comply with local, state, and/or federal law.*

2 34. As a direct and proximate cause of the negligence of the Limitation
3 Plaintiffs, Claimant's decedent was caused to suffer horrific personal injuries, a
4 prolonged period of pain and suffering, and eventual death.

5 35. Claimant claims all damages suffered by reason of the death of Claimant's
6 decedent, including without limiting the generality of the following:

- 7 *a. The severe injuries to Claimant's decedent that resulted in her*
8 *excruciating death by burning and suffocation;*
- 9 *b. The excruciating pain and suffering endured by Claimant's*
10 *decedent between the time of injury and the time of death;*
- 11 *c. Claimant's decedent's anxiety, horror, fear of impending death,*
12 *mental disturbance, pain, suffering and other intangible losses that*
13 *she suffered prior to her death;*
- 14 *d. Claimant's decedent's emotional distress, psychological pain and*
15 *suffering, severe mental anguish, and other psychological,*
16 *emotional, and mental suffering that she endured as a result of*
17 *witnessing the injuries caused to other passengers of the Vessel;*
- 18 *e. All other injuries suffered by Claimant's decedent between the time*
19 *of injury and the time of death;*
- 20 *f. The reasonable value of the loss of love, affection, society, service,*
21 *comfort, support, right of support, expectations of future support*
22 *and counseling, companionship, solace and mental support, as well*
23 *as other benefits and assistance of Claimant's decedent;*
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- 1 g. *The loss of future earning capacity suffered by Claimant's decedent*
 2 *that would have inured to the pecuniary benefit of her beneficiaries*
 3 *from the date of her death until the time in the future that she would*
 4 *have lived had she not died as a result of the injuries she sustained;*
 5 h. *The large and various funeral, burial, estate and administration*
 6 *expenses suffered by reason of Claimant's decedent's death; and*
 7 i. *The assessment of punitive damages in an appropriate amount to*
 8 *punish or set an example of the Limitations Plaintiffs.*
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10
 11 36. As a legal result of the aforesaid negligent acts or wrongful acts or
 12 omissions, among others, the Limitation Plaintiffs breached the duty of care it owed to
 13 Claimant's decedent and Claimant.

14 37. The foregoing wrongful acts or omissions occurred as a result of
 15 Limitation Plaintiffs' willful and/or arbitrary and/or wanton and/or conscious and/or
 16 reckless disregard of their obligations.

17 38. Claimant therefore is entitled to an award of punitive damages, including
 18 without limitation, general punitive damages and reasonable attorney's fees and costs
 19 against Limitation Plaintiffs.

20
 21 **PRAYER FOR RELIEF**

22 WHEREFORE, Claimant prays for judgment against Truth Aquatics, Inc. and
 23 Glen Richard Fritzler and Dana Jeanne Fritzler, individually and as Trustees of the
 24 Fritzler Family Trust DTD 7/27/92, as follows:

- 25 1. Damages for medical, funeral, and burial expenses;
 26 2. Damages for expenses of administration necessitated by reason of injuries
 27 causing Claimant's decedent's death;
 28

1 3. Damages for pecuniary support that Claimant's decedent would have
2 provided to her beneficiaries during her lifetime;

3 4. Damages for services provided or which could have been expected to have
4 been performed in the future by Claimant's decedent;

5 5. Damages for loss of earnings and economic loss to Claimant's decedent
6 estate; damages for medical expenses;

7 6. Damages for loss of life's pleasures; damages for all loss of income,
8 retirement, and Social Security income as a result of Claimant's decedent's death;

9 7. Damages for loss of society, comfort, guidance and tutelage; and damages
10 for pain, suffering, and inconvenience endured by Claimant's decedent prior to her
11 death, including, but not limited to, physical and conscious pain and suffering, mental
12 and conscious pain and suffering, and the fright and mental suffering attributed to the
13 peril leading to Claimant's decedent's death.

14 8. Costs of suit;

15 9. Attorney's fees;

16 10. Pre-judgment and post-judgment interest as allowed by law;

17 11. Punitive damages;

18 12. All other relief that this Court deems just and proper.

19 DATED: January 13, 2020

Respectfully submitted,

20 /s/ Robert Glassman

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