

**THIS IS AN ASBESTOS MATTER.**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

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ANNE M. SOUTH, individually and as executor  
of the Estate of Mason T. South.

Plaintiffs,

vs.

CHEVRON CORPORATION, individually and  
as successor by merger to TEXACO, INC.; JOHN  
CRANE INC.

Defendants.

**INDEX NO.: 190029/2015**

**DATE FILED:**

**IN RE: ASBESTOS LITIGATION**

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**PLAINTIFF'S FIRST VERIFIED  
AMENDED COMPLAINT**

NOW COME Plaintiff, Executor of the Estate of Mason T. South, by and through counsel undersigned, and declaring against the above-named Defendants, states as follows:

1. Plaintiff Executor resides at 93 Southwind Dr., Matthews, Virginia 23109. Plaintiff's decedent's date of birth was October 15, 1928.
2. Plaintiff's Decedent, Mason T. South, passed away on April 12, 2015.
3. During the years 1945 through 1982, Plaintiff's Decedent Mason T. South served aboard various merchant marine vessels, including United States Navy vessels, some which sailed in and out of ports in the State of New York, including those in New York City.
4. Plaintiffs bring this action against two groups of Defendants: (a) Chevron Corporation, individually and as successor in interest to Texaco, Inc., whom Plaintiff's Decedent sailed for as a merchant mariner assigned to the deck department as specified in his Vessel Service History which is attached to this Complaint (Exhibit A) and incorporated herein as if fully set forth herein, and (b) Manufacturer Defendant John Crane, Inc. who manufactured, produced, sold, supplied, merchandised and/or distributed asbestos-containing products in the stream of commerce to which Plaintiff's Decedent was exposed during his employment as a mariner aboard the above-referenced vessels and naval vessels, and due to which Plaintiff's Decedent suffered severe injuries

and losses.

### **Subject Matter Jurisdiction and Governing Law**

5. This Court possesses concurrent original jurisdiction over the subject matter of this Complaint based upon Article III, Section 2 of the Constitution of the United States, as this case arises under an Act of Congress properly termed the Jones Act, 46 USC § 30104, *et seq.*, as well as actions for unseaworthiness and product liability under the General Admiralty and Maritime Law wherein Plaintiff's decedent, at all times relevant, was a merchant mariner who served his employers aboard ships owned and/or operated by the said Shipowner Defendant, which vessels utilized and carried asbestos and asbestos-containing products and other hazardous products to which Plaintiff's decedent was exposed to the detriment of his health. Further, this Court possesses jurisdiction of this cause by virtue of 28, USC § 1332, whereby the parties reside in different states, Defendants being corporations incorporated under a state business in a state or sovereignty other than the state where Plaintiff resides; but in the event of individual variance there from, then Plaintiff hereby invokes Rule 9 (h) of the Federal Rules of Civil Procedure constituting an admiralty cause; and the amount in controversy as to the named Defendants exceeds Seventy- Five Thousand (\$75,000.00) Dollars.

6. The Jones Act and General Admiralty and Maritime Law, provide the law governing this cause of action to the exclusion of state substantive law relating to personal injury.

### **PERSONAL JURISDICTION AND VENUE**

7. Pursuant to New York CPLR 302, Defendants are shipowners and asbestos-product manufacturers who regularly conducted substantial business activity within the state of New York aboard various merchant and naval vessels; some or all of the Defendants have registered agents to receive service of process; Plaintiffs and the potential fact witnesses reside or lived in the State of New York; and/or plaintiff's exposure to asbestos which led to his illness forming the basis of this complaint occurred aboard defendants' vessels, naval vessels, and in the shipyards occurred in the State of New York.

8. Defendant Chevron Corporation, individually and as successor in interest to Texaco

Inc., Shipowner Defendant, with its principal place of business located at 6001 Bollinger Canyon Rd., San Ramon, CA 94583-2324, at times relevant herein conducted business in the State of New York.

9. Defendant John Crane, Inc., with its principle place of business located at 6400 W. Oakton Street, Morton Grove, Illinois 60053 at times relevant herein conducted business in the State of Virginia and its current Resident Agent in Virginia is, CT Corporation, 4701 Cox Road, Ste. 285, Glen Allen, Virginia 23060.

### **General Allegations**

10. On or about the entirety of his sea service career, Plaintiff's Decedent Mason T. South was required by his employers to perform duties which resulted in his constant exposure to asbestos friable fibers causing him to breathe into his system carcinogenic asbestos dust resulting in harm to him, including a form of cancer commonly known as mesothelioma. These events of harm occurred constantly and while in many waters and ports-of-call wherein venue, no matter where laid, is inconvenient to the numerous scattered parties herein, along with multiple witnesses thereto.

11. The asbestos and asbestos-containing products found aboard the vessels upon which Plaintiff's Decedent Mason T. South sailed and the shipyards in which he worked are known to be highly toxic to mankind, and the human body can be contaminated by asbestos and asbestos-containing products through inhalation and ingestion.

12. Defendants, all of them, knew, had reason to know or should have known, of the dangers associated with exposure to asbestos and asbestos-containing products in the workplace.

13. Plaintiff's Decedent Mason T. South was exposed to dangerous and unlawful concentrations of asbestos in the ambient air, in potable water and food furnished by his employer due to his assigned work and/or in close proximity of said asbestos and asbestos-containing products.

14. Defendants, all of them, knew with substantial certainty, had reason to know or should have known that harmful contact with Mr. South's person would result from his exposure

to asbestos present aboard the vessels upon which he served and the shipyards where he worked, through the products that were aboard, installed, removed, manipulated, maintained, distributed for use and/or supplied to or brought aboard the vessels upon which he worked or in shipyards in which he worked.

15. The Manufacturer Defendant knew, at times relevant herein, that its asbestos and/or asbestos-containing products posed a significant risk to human health, through inhalation and ingestion, and yet the Manufacturer Defendant, with willful and wanton disregard for Plaintiff's Decedent Mason T. South's safety and human health, failed to test and/or reveal their test results, failed to warn users of the dangers of exposure to said products in marketing and/or placing said products into the stream of commerce giving rise to exemplary and punitive damages under General Admiralty and Maritime Law.

16. Harmful contamination with Mr. South's person occurred due to the asbestos and asbestos-containing products found and/or utilized aboard the vessels upon which Plaintiff's Decedent Mason T. South sailed and the shipyards that he worked, including, but not limited to, the asbestos and asbestos-containing products that the Manufacturer Defendant produced and/or supplied, and Plaintiff's Decedent Mason T. South was in fact injured as a result of his continued exposure to said products during the course of his career as a mariner.

17. Defendants, jointly and severally, breached their duty to Plaintiffs in the following particulars, including but not limited to:

- (a) Failed to adequately or sufficiently warn Plaintiff's Decedent Mason T. South of the dangerous characteristics of asbestos and asbestos-containing products;
- (b) Failed to provide Plaintiff's Decedent Mason T. South with the information as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, to protect Plaintiff's Decedent Mason T. South from being harmed and disabled by exposure to asbestos and asbestos-containing materials;

- (c) Failed to place adequate warnings on, with, inside the containers of, include in technical drawings or specifications for, or on the packaging of said asbestos and asbestos-containing materials, to warn of the health hazards associated with coming in contact with said products.
- (d) Failed to exercise reasonable care to publish, adopt and enforce safety plans and/or a safe method of handling and installing asbestos and asbestos-containing materials;
- (e) Failed to adopt and utilize a substitute material to eliminate asbestos fibers in the products produced and/or utilized aboard the aforesated vessels;
- (f) Failed to test asbestos and asbestos-containing material to determine their disease causing propensities prior to distributing and/or utilizing releasing these products, and if in fact any Defendant tested these products, then said Defendants were negligent in concealing the results from the public;
- (g) Failed to provide a reasonably safe workplace; and
- (h) Failed to act in a reasonable and prudent manner.

18. As a direct and proximate result of Defendant's aforementioned tortious acts, Plaintiff's Decedent Mason T. South sustained serious, incurable and progressive asbestos-related disease. Plaintiff's Decedent Mason T. South contracted an asbestos-related disease in the form of a cancer, commonly known as mesothelioma, and suffered other bodily injuries including: great pain of mind and body, shock, disgrace, outrage, humiliation, indignity, disability, loss of the joys, pleasures and vitalities of life, and exacerbation of existing disease and ultimately lost his life in succumbing to this illness.

19. Plaintiff's Decedent Mason T. South developed pleural abnormalities, interstitial fibrosis, asbestosis, lung cancer, mesothelioma, and/or other malignant cancer, and as a result, was extremely fearful of developing such cancer and/or extremely fearful of the ravages of such cancers from which he suffered.

20. Plaintiff's Decedent Mason T. South experienced severe mental anguish, great pain and suffers the ravages of cancer and/or progressive shortness of breath.

21. As a result of Mr. South's asbestos-related condition, he suffered great pain of mind and body and met a premature death.

22. Plaintiff's decedent incurred medical bills and other expenses. Plaintiff's Decedent Mason T. South sustained wage losses in an indeterminate amount, which amount will be demonstrated at trial.

23. By the wrongful actions, neglect and/or default, Defendants caused Plaintiffs' decedent wrongful death and further all causes of action filed on behalf of Plaintiffs' decedent prior to his death survive.

## **CAUSES OF ACTION AGAINST THE SHIPOWNER DEFENDANT**

### **COUNT I**

#### **JONES ACT CLAIM**

Now come Plaintiff and hereby re-allege and incorporate by reference all of the previous allegations set forth above and further state as against the Shipowner Defendant, that:

24. As a direct approximate result of the negligence under the Jones Act, 46 USCS. § 30104, Plaintiff's Decedent Mason T. South suffered from incurable cancer known as mesothelioma, along with the sequella thereof.

The Shipowner was negligent in their failure:

- (a) To provide adequate warning to the crew, including Plaintiff's Decedent Mason T. South, of the hazards of asbestos utilized and/or carried shipboard;
- (b) Failed to provide Plaintiff's Decedent Mason T. South with the information as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, to protect Plaintiff's Decedent Mason T. South from being harmed and disabled by exposure to asbestos and asbestos-containing materials;

- (c) Failed to place adequate warnings on, near or with said asbestos and asbestos-containing materials, to warn of the health hazards associated with coming in contact with said products.
- (d) Failed to exercise reasonable care to publish, adopt and enforce safety plans and/or a safe method of handling and installing asbestos and asbestos-containing materials;
- (e) Failed to adopt and utilize a substitute material to eliminate asbestos fibers in the products produced and/or utilized aboard the aforestated vessels;
- (f) Failed to test asbestos and asbestos-containing material to determine their disease causing propensities prior to distributing and/or utilizing and/or releasing these products, and if in fact any Defendant tested these products, then said Defendants were negligent in concealing the results from the public;
- (g) Failed to provide a reasonably safe workplace; and
- (h) Failed to act in a reasonable and prudent manner.

25. As a direct and proximate result of the acts and omissions aforestated by the named Defendant, Plaintiff's Decedent Mason T. South sustained injuries as contemplated in *American Fire & Casualty Company v. Flynn*, 341 U.S. 6, 71 S. Ct. 534 (1951). Plaintiff's Decedent Mason T. South seeks damages as below stated, *inter alia*:

- (a) Loss of earnings and earnings capacity;
- (b) Conscious pain and suffering, past and future;
- (c) Mental anguish, fright and shock, embarrassment, humiliation or mortification, past or future;
- (d) Medical expenses and costs;
- (e) Household services;
- (f) Loss of pleasure, including social and recreational amenities, past and future;



- (g) Loss of society and companionship;
- (h) Death by wrongful acts;
- (i) Loss of support, costs of estate planning, and funeral expenses; and
- (j) Any and all other elements of damages cognizable in law or which may be raised, pleaded and proved by the Plaintiff's during the pendency of this cause and at the time of trial.

WHEREFORE, Plaintiff demands trial by jury and judgment against Defendants in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

## **COUNT II**

### **UNSEAWORTHINESS UNDER GENERAL ADMIRALTY AND MARITIME LAW**

NOW COME Plaintiffs and hereby re-allege and incorporate by reference all the previous allegations set forth above and further states as against Shipowner Defendant that:

26. As a direct and proximate result of the negligence of the unseaworthiness of the vessels, Plaintiff's Decedent Mason T. South suffers from incurable cancer known as mesothelioma, along with the sequella thereof.

27. The vessels owned and/or operated by Shipowner Defendant were unseaworthy under the General Admiralty and Maritime Law in that their vessels presented an unreasonably unsafe working environment, whereby the shipowner Defendant substantially breached the implied warranty of providing a reasonably safe vessel and working conditions, which was to be

reasonably fit for the purpose for which it was intended.

28. The vessels were unseaworthy in part due to their lack of necessary equipment to perform tasks in safety; the lack of adequate training and supervision in the use of a carcinogenic known as asbestos and the lack of adequate ventilation and personal protective measures to reduce the risk of injury to the crew.

29. Defendants knew or had reason to know of the hazards of asbestos and asbestos-containing products, or in the exercise of reasonable care, should have known of these hazards years prior to Plaintiff's service aboard Defendant's vessels. Notwithstanding this knowledge, Defendant's vessels were unseaworthy in part due to their lack of necessary equipment to perform tasks in safety; their lack of a warning of the dangerous characteristics of asbestos and asbestos-containing products; their lack of a published, adopted and enforced safety plan for a safe or more safe method of handling, installing, maintaining and working with or near asbestos and asbestos-containing materials; the lack of a safe workplace; the lack of adequate training and supervision in the use of a carcinogen known as asbestos and the lack of adequate ventilation and personal protective measures to reduce the risk of injury to the crew; and further failed to provide personal protective measures and devices in a willful and conscious disregard for the safety of the Plaintiff's Decedent Mason T. South, and others, causing Mr. South's exposure to asbestos and resulting mesothelioma thereby entitling him to an award of exemplary and punitive damages according to proof.

30. As a direct and proximate result of the acts and omissions aforesated by the named Defendant, Plaintiff's Decedent Mason T. South sustained injuries as contemplated in *American Fire & Casualty Company v. Flynn*, 341 U.S. 6, 71 S. Ct. 534 (1951). Plaintiff's Decedent Mason T. South seeks damages as below stated, *inter alia*:

- (a) Loss of earnings and earnings capacity;

- (b) Conscious pain and suffering, past and future;
- (c) Mental anguish, fright and shock, embarrassment, humiliation or mortification, past or future;
- (d) Medical expenses and costs;
- (e) Household services;
- (f) Loss of pleasure, including social and recreational amenities, past and future;
- (g) Loss of society and companionship;
- (h) Death by wrongful acts;
- (i) Loss of support, costs of estate planning, and funeral expenses; and
- (j) Any and all other elements of damages cognizable in law or which may be raised, pleaded and proved by the Plaintiff's during the pendency of this cause and at the time of trial.

WHEREFORE, Plaintiff demands trial by jury and judgment against Defendant in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

### **COUNT III**

#### **LOSS OF CONSORTIUM**

31. NOW COME Plaintiffs and hereby re-allege and incorporate by reference all the previous allegations set forth above and further states as against Shipowner Defendant that:

32. During times relevant herein, Plaintiff's Decedent Mason T. South and Anne M. South were lawfully married.

33. As a direct and proximate result of the negligence and strict liability of Defendant, Plaintiff Anne M. South has lost the consortium, society and companionship of her husband, Plaintiff's Decedent Mason T. South, and had performed every personal service for her husband and suffered economic loss as a result of having to take care of him.

WHEREFORE, Plaintiff demand trial by jury and judgment against Defendant in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

**CAUSES OF ACTION AGAINST  
MANUFACTURER DEFENDANT**

**COUNT I**

**NEGLIGENCE**

34. Plaintiff hereby incorporates by reference the allegations made in paragraphs 1 through 32 as more fully set forth herein.

35. During his employment aboard merchant and naval vessels as well as in shipyards, Plaintiff's Decedent Mason T. South used, handled and/or was in a proximity of others who used and handled asbestos and asbestos-containing products which caused him to contract a severe health affliction in the form of a cancer known as mesothelioma. The asbestos and asbestos-containing products in and about the vessels upon which Mr. South worked and in the shipyards are known to be highly toxic to mankind and the human body can be contaminated by asbestos and asbestos-containing products through inhalation and/or ingestion.

36. Defendant knew or should have known of the dangers associated with exposure to the carcinogens in asbestos and asbestos-containing products.

37. Defendant is or was, and at all times material hereto, engaged in the business of

designing, manufacturing, selling, supplying, distributing and/or assembling various asbestos products for sale to and use by shipowners and/or shipyards, including Defendant herein.

38. Defendant intended that its products be used in or about vessels and in the shipyards, including those referenced herein. Defendant sold and placed its products in the stream of commerce for sale.

39. At the time of the manufacture and/or sale of asbestos and asbestos-containing products by Defendant to Plaintiff's Decedent Mason T. South's employers, Defendant knew, had reason to know or in the exercise of reasonable care should have known that Plaintiff's Decedent Mason T. South would be exposed to the above-referenced products.

40. Each of the products manufactured or supplied by Defendant, at all times relevant, were being used in a manner for which they were intended and in a manner which was reasonably foreseeable.

41. During the times material hereto, Defendant owed Plaintiff's Decedent Mason T. South a duty of ordinary care in its marketing, designing, selling, labeling, manufacturing and/or distributing asbestos and/or asbestos-containing products.

42. During times material hereto, Defendant owed a duty to Plaintiff's Decedent Mason T. South and all others similarly situated to manufacture, design, prepare and market their products in a manner reasonably calculated to prevent the products to be used without a danger of the health and safety of persons such as Mr. South. Furthermore, Defendant owed a duty to warn and instruct regarding the uses of its asbestos-containing products.

43. During times material hereto, Defendant manufactured and distributed, supplied and/or otherwise placed in the stream of commerce and/or within said vessels upon which Plaintiff's Decedent Mason T. South served, and in the shipyards that he worked, asbestos-containing products of which Defendant, under the exercise of ordinary care, or should and/or could have known were inherently defective, ultrahazardous, dangerous, poisonous, or otherwise highly harmful to Mr. South.

44. Mr. South's exposures to asbestos were foreseeable by Defendant.

45. Defendant breached its duty of ordinary care and was negligent in that it knew and/or should have known that its asbestos-containing products were likely to injure and cause respiratory disease in persons who were exposed to its products without warnings or adequate warnings, that exposure to Defendant's asbestos-containing products would create hazardous, unsafe work areas and risk to the health of Plaintiff's Decedent Mason T. South. Furthermore, Defendant:

- (a) Failed to properly design and manufacture the products;
- (b) Failed to formulate their products so as to minimize or eliminate the toxic effects upon their uses;
- (c) Failed to properly prepare, inspect, and process said products so they would not be transferred from the manufacturers' possession in a defective state and that said products would be reasonably fit for the particular purpose intended and of merchantable quality;
- (d) Failed to properly manufacture the products;
- (e) Failed to accurately label and give adequate warnings and instructions regarding the composition and use of the products and their possible toxic effects upon their users; and
- (f) Failed to properly market and advertise said products;

46. Defendant knew or had reason to know for decades of the hazards of asbestos and asbestos-containing products, or in the exercise of reasonable care, should have known of these hazards. Notwithstanding this knowledge, Defendant manufactured, supplied, advertised and sold said products. Defendant, in a conscious disregard for the safety of Plaintiff's Decedent Mason T. South and others, without giving any notice of defects to Mr. South, placed and persisted in placing the products described above into the stream of commerce, causing Mr. South's exposure to asbestos thereby entitling him to an award of exemplary and punitive damages according to proof.

47. As a direct and proximate result of the acts and omissions aforesated by the named Defendant, Plaintiff's Decedent Mason T. South sustained injuries as contemplated in *American Fire & Casualty Company v. Flynn*, 341 U.S. 6, 71 S. Ct. 534 (1951). Plaintiff's Decedent Mason T. South seeks damages as below stated, *inter alia*:

- (a) Loss of earnings and earnings capacity;
- (b) Conscious pain and suffering, past and future;
- (c) Mental anguish, fright and shock, embarrassment, humiliation or mortification, past or future;
- (d) Medical expenses and costs;
- (e) Household services;
- (f) Loss of pleasure, including social and recreational amenities, past and future;
- (g) Loss of society and companionship;
- (h) Death by wrongful acts;
- (i) Loss of support, costs of estate planning, and funeral expenses; and
- (j) Exemplary and punitive damages; and
- (k) Any and all other elements of damages cognizable in law or which may be raised, pleaded and proved by the Plaintiffs during the pendency of this cause and at the time of trial.

WHEREFORE, Plaintiff demands trial by jury and judgment against Defendant in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

## COUNT II

### STRICT PRODUCT LIABILITY

NOW COMES Plaintiff and hereby reallege and incorporate paragraphs 1 through 32 and paragraphs 34 and 46 as though more fully set forth herein and further states:

48. Defendant Manufacturer designed, distributed, supplied, labeled, and/or placed into the stream of commerce asbestos and asbestos-containing products.

49. Said products were defective and constituted an unreasonable risk of harm to persons, including Plaintiff, who was exposed to asbestos and asbestos friable dust contained in said products.

50. The defective condition of the products existed at the time they were placed into the stream of commerce by Defendant and continued to exist without substantial change at the time of Mr. South's exposure to them during the course of his employment on naval vessels, and as a merchant mariner and shipyard worker as aforestated.

51. Defendant knew, or should have known, of the unreasonably dangerous condition of the products and the substantial danger to human health that condition created.

52. Defendant failed to test its products and further failed to adequately inform, or warn Plaintiff's Decedent Mason T. South of the dangers and harmful character of the products.

53. As a direct and proximate result of the dangerous and defective condition of said products that Defendant placed in the stream of commerce, Plaintiff's Decedent Mason T. South, suffered from injuries and losses. Defendants are liable to Mr. Rhodes under the theory of strict liability and tort as described in Section 402(a) of the Restatement (2d) of Torts.

54. As a direct and proximate result of the acts and omissions aforestated by the named Defendant, Plaintiff's Decedent Mason T. South sustained injuries as contemplated in *American Fire & Casualty Company v. Flynn*, 341 U.S. 6, 71 S. Ct. 534 (1951). Plaintiff's Decedent Mason T. South seeks damages as below stated, *inter alia*:



- (a) Loss of earnings and earnings capacity;
- (b) Conscious pain and suffering, past and future;
- (c) Mental anguish, fright and shock, embarrassment, humiliation or mortification, past or future;
- (d) Medical expenses and costs;
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- (g) Loss of society and companionship;
- (h) Death by wrongful acts;
- (i) Loss of support, costs of estate planning, and funeral expenses; and
- (j) Exemplary and punitive damages; and
- (k) Any and all other elements of damages cognizable in law or which may be raised, pleaded and proved by the Plaintiff's during the pendency of this cause and at the time of trial.

WHEREFORE, Plaintiff demands trial by jury and judgment against Defendant in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

### **COUNT III**

#### **LOSS OF CONSORTIUM**

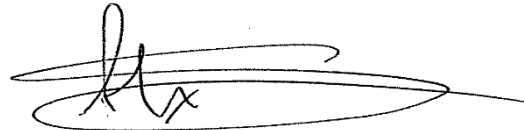
55. NOW COME Plaintiffs and hereby re-allege and incorporate by reference all the previous allegations set forth above and further states as against Shipowner Manufacturer that:

56. During times relevant herein, Plaintiffs' Decedent Mason T. South and Anne M. South were lawfully married.

57. As a direct and proximate result of the negligence and strict liability of Defendant, Plaintiff Anne M. South has lost the consortium, society and companionship of her husband, Plaintiff's Decedent Mason T. South, and had performed every personal service for her husband and suffered economic loss as a result of having to take care of him.

WHEREFORE, Plaintiff demand trial by jury and judgment against Defendant in an amount exceeding the threshold jurisdictional requirement or otherwise in a figure in excess of One Hundred Thousand (\$100,000.00) Dollars to be more particularly calculated and adjusted upwards during the pendency of this cause and Plaintiff further seeks interest and costs to be taxed in accordance with law and such other and further measures of relief as the Court may determine to be appropriate and just in the premises.

Dated: July 22, 2015



By: \_\_\_\_\_  
Alex R. Straus, Esq.  
**Motley Rice LLC**  
600 Third Avenue, Suite 2101  
New York, NY 10016  
(212) 577-0047  
(212) 577-0054 (fax)  
[astraus@motleyrice.com](mailto:astraus@motleyrice.com)  
*Attorneys for Plaintiffs*

And

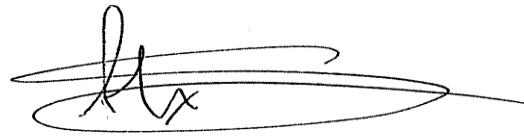
JAIQUES ADMIRALTY LAW FIRM, P.C.  
Attorneys for Plaintiffs  
645 Griswold, Ste. 1370

Detroit, MI 48226-4116  
(313) 961-1080  
*Attorneys for Plaintiffs*

**JURY DEMAND**

As to the foregoing, Plaintiffs demand a jury trial on all issues.

Dated: July 22, 2015

A handwritten signature in black ink, appearing to read 'Alex R. Straus', is written over a horizontal line. The signature is stylized and somewhat cursive.

By: \_\_\_\_\_

Alex R. Straus, Esq.  
**Motley Rice LLC**  
600 Third Avenue, Suite 2101  
New York, NY 10016  
(212) 577-0047  
(212) 577-0054 (fax)  
[astraus@motleyrice.com](mailto:astraus@motleyrice.com)

John E. Herrick, Esq.  
**Motley Rice LLC**  
28 Bridgeside Blvd.  
Mount Pleasant, SC 29464  
(843) 216-9000  
(843) 216-9450 (fax)  
[jherrick@motleyrice.com](mailto:jherrick@motleyrice.com)

*Attorneys for Plaintiffs*