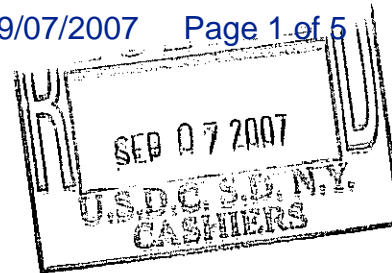


**JUDGE BUCHWALD**

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**07 CIV 7880**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

ERIC J. WADE,

Plaintiff,

-against-

NEW YORK MARINE TOWING INC.  
and SPECIALIST LLC,

Defendants.

**PLAINTIFF DEMANDS  
A TRIAL BY JURY**

**COMPLAINT**

**SEAMAN'S CASE UNDER  
THE JONES ACT FOR  
PERSONAL INJURIES**

**SUITS UNDER SPECIAL RULE FOR SEAMEN TO  
SUE WITHOUT SECURITY OR PREPAYMENT OF  
FEES FOR THE ENFORCEMENT OF THE LAWS  
OF THE UNITED STATES, COMMON AND STAT-  
UTORY FOR THE PROTECTION OF AND FOR  
THE HEALTH AND SAFETY OF SEAMEN AT SEA**

Plaintiff, ERIC J. WADE, by his attorneys, FRIEDMAN & JAMES LLP,  
complaining of the defendants, NEW YORK MARINE TOWING INC. and  
SPECIALIST LLC, respectfully alleges upon information and belief as follows:

**FIRST COUNT AGAINST  
DEFENDANT NEW YORK MARINE TOWING INC.**

1. Upon information and belief, all times hereinafter mentioned,  
defendant NEW YORK MARINE TOWING INC. was and still is a corporation, or other

business organization, organized and existing under and by virtue of the laws of one of the States of the United States of America, and transacting business in the State of New York.

2. At all times and dates hereinafter mentioned, defendant NEW YORK MARINE TOWING INC. owned the Tug REALIST.

3. At all times and dates hereinafter mentioned, defendant NEW YORK MARINE TOWING INC. operated the Tug REALIST.

4. At all times and dates hereinafter mentioned, defendant NEW YORK MARINE TOWING INC. controlled the Tug REALIST.

5. That at all times and dates hereinafter mentioned, the plaintiff was a member of the crew of the Tug REALIST and an employee of defendant NEW YORK MARINE TOWING INC..

6. That on or about November 22, 2006, without any fault on the part of the plaintiff, and wholly and solely by reason of the negligence, recklessness and carelessness of defendant NEW YORK MARINE TOWING INC., and its agents, servants and/or employees, and by reason of the unseaworthiness of the Tug REALIST, plaintiff was caused to sustain injuries.

7. As a result of the foregoing, the plaintiff was rendered sick, sore, lame and disabled and sustained severe permanent personal injuries, was and is internally and externally disabled causing him to suffer pain, and for a time he was prevented from attending to his daily labors, thereby losing sums of money which he otherwise would have earned as wages, and has endeavored to be cured of his

injuries, and has expended sums of money to maintain himself, and will continue to endure pain and suffering, all to his damage.

8. By reason of the foregoing, plaintiff has been damaged in the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

**SECOND COUNT AGAINST  
DEFENDANT SPECIALIST LLC**

9. Plaintiff repeats and realleges each and every allegation of the First Count in this Complaint as if fully set forth at length herein.

10. Upon information and belief, all times hereinafter mentioned, defendant SPECIALIST LLC was and still is a corporation, or other business organization, organized and existing under and by virtue of the laws of one of the States of the United States of America, and transacting business in the State of New York.

11. At all times and dates hereinafter mentioned, defendant SPECIALIST LLC owned the Tug REALIST.

12. At all times and dates hereinafter mentioned, defendant SPECIALIST LLC operated the Tug REALIST.

13. At all times and dates hereinafter mentioned, defendant SPECIALIST LLC controlled the Tug REALIST.

14. That at all times and dates hereinafter mentioned, the plaintiff was a member of the crew of the Tug REALIST and an employee of defendant SPECIALIST LLC

15. That on or about November 22, 2006, without any fault on the part of the plaintiff, and wholly and solely by reason of the negligence, recklessness and carelessness of defendant SPECIALIST LLC and its agents, servants and/or employees, and by reason of the unseaworthiness of the Tug REALIST, plaintiff was caused to sustain injuries.

16. As a result of the foregoing, the plaintiff was rendered sick, sore, lame and disabled and sustained severe permanent personal injuries, was and is internally and externally disabled causing him to suffer pain, and for a time he was prevented from attending to his daily labors, thereby losing sums of money which he otherwise would have earned as wages, and has endeavored to be cured of his injuries, and has expended sums of money to maintain himself, and will continue to endure pain and suffering, all to his damage.

17. By reason of the foregoing, plaintiff has been damaged in the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

**THIRD COUNT AGAINST  
DEFENDANTS NEW YORK MARINE TOWING INC.  
AND SPECIALIST LLC**

18. Plaintiff repeats and realleges each and every allegation of the First and Second Counts in this Complaint as if fully set forth at length herein.

19. Plaintiff is entitled to maintenance, cure, and medical expenses for the period that he was disabled and unable to work in the total sum of FIFTY THOUSAND (\$50,000.00) DOLLARS.

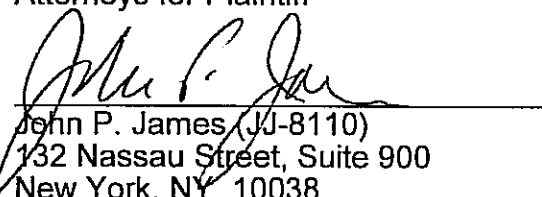
**WHEREFORE**, plaintiff, ERIC J. WADE demands judgment against defendant NEW YORK MARINE TOWING INC. on the First Count in the amount of

FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS; against defendant SPECIALIST LLC on the Second Count in the amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS; and against defendants NEW YORK MARINE TOWING INC. and SPECIALIST LLC on the Third Count in the amount of FIFTY THOUSAND (\$50,000.00) DOLLARS, together with the costs, interest and disbursements of this action, and such other and further relief as this Court deems just and proper.

Dated: New York, New York  
September 6, 2007

**FRIEDMAN & JAMES LLP**  
Attorneys for Plaintiff

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