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8 Attorneys for Plaintiff,
9 MADAN PARSEKAR

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 MADAN PARSEKAR

13 Plaintiff,

14 vs.

15 ROYAL CARIBBEAN CRUISES
16 LTD,

17 Defendant.

18 Case No.: 2:18-cv-00283

19 **COMPLAINT FOR DAMAGES FOR
20 PERSONAL INJURIES AND
21 MAINTENANCE AND CURE; AND
22 DEMAND FOR JURY TRIAL**

23 COMES NOW the plaintiff, MADAN PARSEKAR (hereinafter
24 “Plaintiff”) and for a cause of action against Defendant ROYAL CARIBBEAN
25 CRUISES LTD., (hereinafter “RCCL” or “Defendant”) complains and alleges as
26 follows:

27 **JURISDICTION AND VENUE**

28 1. This is an action for personal injuries under the Jones Act, 46 U.S.C.
§3104 and the general maritime law between citizens of different States seeking
damages in excess of \$75,000.00 (Seventy-Five Thousand Dollars), exclusive of
costs, attorneys’ fees and interest.

1 2. Federal subject matter jurisdiction exists under 28 U.S.C. § 1331 and by
2 virtue of diversity citizenship pursuant to 28 U.S.C. § 1332. The action also
3 arises under maritime law such that the Court has admiralty jurisdiction under 28
4 U.S.C. § 1333 and the general maritime law of the United States.

5 3. Venue is proper in this District pursuant to 28 U.S.C § 1391(b) because
6 Defendant RCCL was and is doing business within the State of California and is
7 subject to the jurisdiction of this Honorable Court.

8 **THE PARTIES**

9 4. At all times material hereto, Plaintiff was a citizen of India and employed
10 as a seaman, working for Defendant RCCL for over 14 years as a waiter aboard
11 its various cruise ships, including RCCL's vessel the *Freedom of the Seas*.

12 5. At all times material hereto, Defendant RCCL was a foreign, Liberian-
13 registered corporation engaged in the business of marketing, selling and
14 operating global cruise brands, including Royal Caribbean International, out of
15 various ports within the continental United States, including Los Angeles,
16 California.

17 6. At all times materials hereto, the Defendant RCCL owned, operated,
18 managed and/or controlled the *Freedom of the Seas* and was the Jones Act
19 employer of the Plaintiff.

20 **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

21 **Status of Parties**

22 7. At all times material hereto, Plaintiff was a seaman under the Jones Act,
23 since the Defendant RCCL maintained its base of operations in the United States,
24 the Defendant RCCL was publicly traded on the New York Stock Exchange and
25 was owned in substantial part by U.S. citizens and investors, an extremely
26 substantial amount of the Defendant's revenue is derived by its operations in the
27 United States and through the sale of cruise tickets to U.S. passengers, and the
28 Defendant's vessel upon which the Plaintiff was employed was based in Florida

1 and regularly sailed out of U.S. ports as did the majority of the Defendant's fleet,
2 in addition to other contacts with the United States.

3 8. As a Jones Act seaman, the Plaintiff is entitled to the federal statutory
4 remedies set forth in the Jones Act, 46 U.S.C. §3104 and the Federal Employers
5 Liability Act, 45 U.S.C. §51 *et seq.* incorporated therein by reference as well as
6 the remedies guaranteed by the United States Supreme Court set forth as part of
7 the general maritime law for seamen, including but not limited to maintenance
8 and cure.

9 **Medical Treatment Provided by Defendant's Doctors**

10 9. On or about January 11, 2015, Plaintiff suffered from abdominal pain and
11 distention while working as a seaman aboard RCCL's vessel *Freedom of the*
12 *Seas*. After reporting these complaints to the ship's medical center, Plaintiff was
13 medically disembarked and sent by the ship to a medical facility in the Bahamas
14 where the ship was docked and where he was treated by physicians selected,
15 hired, and based on information and belief, routinely used by Defendant pursuant
16 to its maintenance and cure obligations.

17 10. On or about January 14, 2015, upon worsening of his condition and the
18 onset of a respiratory failure, Plaintiff was transferred to Broward Health
19 Medical Center in Fort Lauderdale, Florida (hereinafter "BHMC") to be treated
20 by their shore side physicians, selected, hired and regularly used by the
21 Defendant in Florida.

22 11. While under the care of BHMC physicians, Plaintiff was diagnosed among
23 other conditions with acute necrotizing pancreatitis, respiratory failure requiring
24 intubation, pseudocyst for which surgery was recommended and ICU psychosis
25 requiring sedation.

26 12. On or about February 11, 2015, the BHMC physicians determined Plaintiff
27 was at a high risk for DVT and that prophylactic anticoagulation was not
28 possible due to alleged gastrointestinal bleeding and ordered the placement of a

1 Denali retrievable inferior vena cava filter (“IVC filter”). An IVC filter is a
2 medical device that is implanted into the inferior vena cava vein to presumably
3 prevent life-threatening pulmonary emboli. The consent for the procedure was
4 allegedly obtained telephonically from Plaintiff’s spouse in India.

5 13. On or about February 17, 2015, RCCL arranged for Plaintiff’s spouse to
6 travel to the U.S. and assist Plaintiff. Upon discussions with the BHMC
7 physicians, Plaintiff and his spouse decided that Plaintiff will undergo the
8 recommended pseudocyst surgery in his home country, India. Plaintiff was
9 discharged from BHMC on March 20, 2015. RCCL’s crew medical team
10 arranged for Plaintiff’s further medical care in India through their medical agent
11 Indus Medical Centre and other physicians selected, hired and routinely used by
12 Defendant pursuant to its maintenance and cure obligations.

13 14. From February 11, 2015 until his discharge from BHMC on March 20,
14 2015, Plaintiff was never advised by RCCL or the BHMC doctors it hired that an
15 IVC filter was implanted in his body and that he will require further care,
16 management, monitoring and/or treatment due to such placement, including
17 retrieval of the device as soon as possible after it is no longer medically
18 necessary.

19 15. On or about March 21, 2015, Plaintiff arrived in India and was transported
20 and admitted to Vision Multispecialty Hospital in Goa, India. On March 30,
21 2015, Plaintiff underwent a cyst gastrostomy, the recommended surgery for his
22 pseudocyst and was discharged on April 11, 2015.

23 16. On or about April 13, 2015, Plaintiff complained of severe abdominal pain
24 and was readmitted to the hospital where he was diagnosed with intestinal
25 obstruction and underwent a transverse loop colostomy surgery on or about April
26 25, 2015. He was discharged from the hospital on May 12, 2015.

27 17. Throughout his medical admission and treatment at the Vision
28 Multispecialty Hospital under the supervision, control and monitoring of

1 RCCL's crew medical team and its medical agents in India, Plaintiff was never
2 advised that he will require further monitoring and/or treatment relating to the
3 IVC filter in his body or the need to retrieve it as soon as possible after its
4 medical need was resolved.

5 18. On or about August 1, 2015, Plaintiff underwent a follow up CT Scan of
6 his abdomen, the report of which noted an "IVC filter is seen in the infra renal
7 IVC." In reviewing this report with his surgeon, Plaintiff for the first time
8 discussed with a physician the fact that the IVC was implanted in his body. The
9 surgeon recommended Plaintiff consult with a vascular surgeon regarding
10 management of the IVC filter.

11 19. RCCL's medical agent, Indus Medical Centre, arranged for Plaintiff to
12 consult with vascular surgeon, Dr. Irineu Pereira, on August 13, 2015. Dr.
13 Pereira questioned why the IVC filter was implanted in the first instance and
14 opined that due to the passage of time, six months since implantation, the risks of
15 attempting to retrieve the IVC filter were serious and complicated and such risks
16 outweighed the benefits. Dr. Pereira instead prescribed a regiment of baby
17 Aspirin for the remainder of Plaintiff's life.

18 20. On or about February 8, 2016, Plaintiff underwent another surgery for the
19 closure of the colostomy. In the following four months, Plaintiff underwent
20 orthopedic care for joint pains. On July 12, 2016, Plaintiff was declared fit for
21 shipboard duty by his orthopedic doctor. On July 16, 2016, Plaintiff was
22 declared fit for shipboard duty by his surgeon. On July 27, 2016, Indus Medical
23 Centre's doctor in Mumbai, India who has never once seen or examined Plaintiff
24 issued a report finding Plaintiff has reached maximum medical improvement
25 ("MMI") and was able to return to regular employment with no restrictions.

26 21. Plaintiff attempted to return to his former employment with RCCL, but
27 was advised by its medical Case Manager on September 8, 2016 that RCCL's
28 medical team has determined Plaintiff is not fit for duty as he will require to be

1 in close proximity to medical providers. Plaintiff's efforts to ascertain the basis
2 for such decision and what medical care RCCL deemed required closer medical
3 services were dismissed and unanswered.

4 22. In a willful and wanton disregard of its maintenance and cure obligations,
5 RCCL's September 8, 2016 correspondence advised Plaintiff that based on the
6 Indian physicians' MMI reports, RCCL has terminated Plaintiff's maintenance
7 and cure benefits, while simultaneously concluding he will not be rehired
8 because he will require the closer support of medical providers for further
9 unidentified medical care. Prior to termination of his maintenance benefit,
10 Plaintiff received a \$12.00 daily maintenance stipend.

11 **IVC Filter Complications and FDA Warnings**

12 23. As early as 2010 the U.S. Food and Drug Administration ("FDA") has
13 publicly recognized the dangers of IVC filters that tend to fracture, perforate,
14 migrate and tilt in the patients in which they were implanted. In an August 9,
15 2010 Initial Communication, the FDA warned physicians that since 2005 it has
16 received 921 device adverse event reports involving IVC filters including
17 instances of device migration, embolization, perforation of the IVC and filter
18 fracture. The FDA stated it was concerned that "these retrievable IVC filters,
19 intended for short-term placement, are not always removed once a patient's risk
20 for PE [pulmonary embolism] subsides. Known long term risks associated with
21 IVC filters include but are not limited to lower limb deep vein thrombosis
22 (DVT), filter fracture, filter migration, filter embolization and IVC perforation."
23 Due to these concerns, the FDA recommended "all physicians involved in the
24 treatment and follow-up of IVC filter recipients to consider the risks and benefits
25 of filter removal for each patient. If a patient has a retrievable IVC filter that
26 should be removed based on his or her individual risk/benefit profile, the primary
27 care physician and/or those providing ongoing patient care should refer the
28 patient for IVC filter removal when feasible and clinically indicated."

1 24. On May 6, 2014, the FDA issued an updated safety communication
2 concerning removing retrievable IVC filters directed to physicians who implant
3 IVC filters and clinicians responsible for the ongoing care of patients. In its
4 warning, the FDA noted it developed a quantitative decision analysis to assess
5 whether there is a time period during which the risk of having an IVC filter in
6 place is expected to outweigh the benefits. The decision analysis was published
7 in the Journal of Vascular Surgery in October 2013 and concluded that “if the
8 patient’s transient risk for pulmonary embolism has passed, the risk/benefit
9 profile begins to favor removal of the IVC filter between 29 and 54 days after
10 implantation.” Based on these findings, the FDA recommended physicians
11 responsible for the ongoing care of patients with retrievable IVC filters consider
12 removing the filter as soon as protection from pulmonary embolism is no longer
13 needed and that “a patient should be referred for IVC filter removal when the
14 risk/benefit profile favors removal and the procedure is feasible given the
15 patient’s health status.”

16 25. The FDA warned that a retrievable IVC filter, like the one implanted in
17 Plaintiff, should be removed within 1 to 2 months. The longer the device
18 remains in the body, the greater the harm it causes, as the device deteriorates and
19 its fragmented pieces travel in the bloodstream straight to the heart or lungs
20 puncturing organs and causing other potentially life-threatening injuries. Because
21 of these risks that endanger the lifelong health and safety of patients and the
22 flawed design, the device has earned the moniker “deadly missiles.” There are
23 presently two Multidistrict Litigation actions pending against Bard, the
24 manufacturer of the Denali IVC filter implanted in Plaintiff, as well as another
25 manufacturer of IVC filters consisting of nearly 7,000 actions throughout the
26 United States due to the thousands of patients that have been severely harmed by
27 physicians failing to timely remove such retrievable IVC filters.

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1 26. The information pamphlet of the Denali IVC filter implanted in Plaintiff
2 specifically notes “FDA recommends that implanting physicians and doctors
3 responsible for ongoing care of patients with vena cava filters, consider removing
4 the filter as soon as protection from pulmonary embolism is no longer needed.”

5 27. On or about January 8, 2018, Plaintiff consulted with Dr. Dhanesh
6 Kamerkar, a vascular surgeon and the head of the vascular an endovascular
7 surgery department at Ruby Hall Hospital in Pune, India, with regards to
8 management of his IVC. Following a CT Venography, Dr. Kamerkar
9 determined that the IVC filter cannot be removed as its prongs are embedded in
10 the IVC vein wall and efforts to retrieve the filter could result in an IVC vein
11 tear, which is life threatening. He further opined that the risks of leaving the IVC
12 filter in place include IVC laceration, filter occlusion, filter strut perforation,
13 filter migration, inability to retrieve the filter, pulmonary embolism, and if the
14 IVC suffers a tear, an emergency high risk surgery, including the risk of death,
15 would be necessary. The physician recommended regular monitoring through
16 CT Venography and emergency monitoring upon developing certain symptoms,
17 as well as life long Aspirin regiment and potentially anti-coagulation medications
18 which would require medical monitoring. Dr. Kamerkar report dated January 9,
19 2018 is attached hereto as Exhibit “A.”

20 28. RCCL and its hired physicians ignored the multiple warnings provided by
21 the FDA and the manufacture of the IVC filter to remove the retrievable filter
22 after the transient condition for which it was used has subsided. Instead, the
23 device was left in Plaintiff’s body with no warnings, instruction, or plans made
24 or discussed for his future care and monitoring. Throughout Plaintiff’s medical
25 care and up until his MMI finding and termination of maintenance and cure
26 benefits, RCCL negligently monitored, supervised and directed Plaintiff’s
27 medical care, subjecting him to lifelong risks of known medical complications
28 and death.

1 29. As a proximate result of these new and/or enhanced injuries resulting from
 2 the negligence and medical malpractice of the Defendant's physicians and health
 3 care providers, and RCCL's own negligence in hiring negligent physicians and
 4 relying on their opinions, and negligently monitoring, supervising, controlling
 5 and directing Plaintiff's medical care, Plaintiff has suffered permanent and
 6 continuous injuries, disability and impairment because a defective and
 7 unreasonably dangerous implant with an established record of causing injury and
 8 death was left in his body, has suffered and will continue to suffer past and future
 9 medical expenses, significant past and future pain, suffering, emotional distress,
 10 loss of enjoyment of life, psychological trauma, mental anguish, anxiety,
 11 aggravation of an existing condition, lost wages, loss of earning capacity, and
 12 will require further lifelong medical care, treatment and medical monitoring and
 13 will incur medical expenses in the care and treatment of his injuries.

14 30. As set forth by the Fifth Circuit Court of Appeal in *Central Gulf Steamship*
 15 *Corporation v. Sambula*, 405 F.2d 291 (5th Cir. 1968), the "Jones Act gives a
 16 seaman a cause of action" for the negligent provision of medical cure by a
 17 shoreside doctor selected by his or her employer to fulfill its maintenance and
 18 cure obligation and makes the employer vicariously liable for such negligence.
 19 A shipowner is liable under "strict vicarious liability for the negligence of those
 20 it employs to provide medical treatment for its injured employees." *SeaRiver*
 21 *Mar., Inc. v. Indus. Med. Servs., Inc.*, 983 F. Supp. 1287, 1299 (N.D. Cal. 1997).

22 **COUNT I: JONES ACT NEGLIGENCE – FAILURE TO PROVIDE**
 23 **PROMPT AND ADEQUATE MEDICAL CARE**

24 31. Plaintiff re-alleges paragraphs 1 through 30, and incorporates the same as
 25 a part hereof as though fully set forth herein.

26 32. As a result of Plaintiff's status as a seaman and Defendant's relationship to
 27 Plaintiff as his employer, Defendant owed Plaintiff the absolute and
 28 nondelegable duty to provide him with prompt and adequate medical care for any

1 illness and/or injury he suffered, or which was aggravated, while in service of
2 RCCL's vessel(s) in a non-negligent manner.

3 33. Under the Jones Act, the Defendant RCCL is vicariously liable for the
4 negligence of all of the doctors, nurses, hospitals and health care providers it
5 selected to treat the Plaintiff, including the doctors at BHMC in the United States
6 and Vision Multispecialty Hospital and Indus Medical Centere in India. RCCL
7 is also liable for any medical providers that its agent, including Indus Medical
8 Centere selected on RCCL's behalf to provide Plaintiff with medical care in
9 India.

10 34. Plaintiff was sent by RCCL to seek medical care treatment at BHMC and
11 Vision Multispecialty Hospital in Goa, India, which were medical facilities and
12 providers that RCCL chose to treat Plaintiff pursuant to its maintenance and cure
13 obligation.

14 35. On or about February 11, 2015, Plaintiff was implanted with a retrievable
15 IVC filter at BHMC, the consent for which was purportedly obtained from
16 Plaintiff's spouse who resides in India, telephonically.

17 36. On or about February 11, 2015 through March 20, 2015 upon Plaintiff's
18 discharge from BHMC, the BHMC physicians were negligent in failing to
19 retrieve the IVC filter, or alternatively, to instruct, arrange for and warn Plaintiff
20 of the need to schedule the filter's removal as soon as medically feasible upon his
21 return to India.

22 37. By implanting the IVC filter, a known dangerous and defective product
23 intended only for temporary use, and failing to remove it promptly after its
24 medical need subsided and to properly follow up and monitor Plaintiff's
25 condition following the device implantation, the BHMC physicians acted below
26 the acceptable standard of care and proximately caused severe exacerbation of
27 Plaintiff's health and safety and proximately caused both enhanced and
28 additional injuries, disabilities and conditions which are and will remain

1 permanent and continuing in nature.

2 38. The BHMC physicians were further negligent by failing to properly
3 inform the Plaintiff of the risks of the procedure that was performed on him and
4 the risks of the implanted device and obtaining a proper informed consent to
5 perform the procedure.

6 39. The physicians at Vision Multispecialty Hospital, Indus Medical Center
7 and other physicians in India to which RCCL sent Plaintiff for medical care
8 pursuant to its maintenance and cure obligations, were negligent and acted below
9 the standard of care by failing to remove the IVC filter when it was no longer
10 medically required to be implanted in Plaintiff's body. The physicians were
11 further negligent in failing to follow up on and monitor Plaintiff's condition to
12 evaluate the status of his IVC filter implant, conduct the proper tests, and provide
13 proper life care plan for medical care and monitoring once the IVC filter was
14 deemed to be irremovable.

15 40. RCCL has negligently failed and continues to fail to provide Plaintiff with
16 prompt and adequate medical care and treatment in regard to all his physical and
17 medical conditions, as set forth above and including in the following ways:

- 18 a. Selecting and hiring negligent medical providers who were
19 incompetent, insufficiently trained and/or not current on appropriate
20 medical standards to provide Plaintiff with prompt and adequate
21 medical care;
- 22 b. Relying on medical opinions of negligent medical providers;
- 23 c. Relying on medical opinions of physicians who did not examine and/or
24 evaluate Plaintiff and his medical conditions;
- 25 d. Failing to properly manage, monitor and direct Plaintiff's medical care;
- 26 e. Failing to properly and promptly assess and diagnose Plaintiff's
27 conditions;

28

- 1 f. Failing to perform necessary scans, tests and examinations to determine
- 2 the nature and extent of Plaintiff's condition;
- 3 g. Failing to properly treat Plaintiff and follow appropriate guidelines;
- 4 h. Failing to obtain consultations with appropriate specialists;
- 5 i. Failing to warn Plaintiff of the dangers of IVC filters;
- 6 j. Failing to provide Plaintiff with the proper follow up care, treatment,
- 7 and monitoring including follow up care for the IVC filter and
- 8 scheduling of its removal;
- 9 k. Failing to provide necessary medical care, therapy, monitoring and
- 10 medications;
- 11 l. Failing to arrange for a lifelong care plan for his permanent injuries
- 12 following the determination that the IVC filter cannot be removed;
- 13 m. Deviating from the standard of care for patients in Plaintiff's condition
- 14 and for the procedures he was required to undergo;
- 15 n. By breaching the prevailing professional standard of care for said
- 16 health care providers, to wit: that level of care, skill and treatment
- 17 which, in light of all relevant surrounding circumstances as recognized
- 18 as acceptable and appropriate by a reasonably prudent similar health
- 19 care provider; and/or
- 20 o. In other manners expected to be discovered during the course of
- 21 ongoing investigation and discovery.

22 41. As a proximate result of the above described negligence and the new
23 and/or enhanced injuries resulting from the negligence and medical malpractice
24 of the Defendant's physicians and health care providers, and RCCL's own direct
25 negligence in monitoring, supervising, controlling and directing Plaintiff's
26 medical care and selecting and hiring his treating physicians, Plaintiff has
27 suffered permanent and continuous injuries, disability and impairment because a
28 defective and unreasonably dangerous implant with an established record of

1 causing injury and death was left in his body, has suffered and will continue to
2 suffer past and future medical expenses, significant past and future pain,
3 suffering, emotional distress, loss of enjoyment of life, psychological trauma,
4 mental anguish, anxiety, aggravation of an existing condition, lost wages, loss of
5 earning capacity, and will require further lifelong medical care, treatment and
6 monitoring and will incur medical expenses in the care and treatment of his
7 injuries. Plaintiff alleges such damages herein, including the cost of the past and
8 future medical care and treatment and the loss of earnings according to proof at
9 trial.

10 **COUNT II: DEMAND FOR MAINTENANCE AND CURE**

11 42. Plaintiff re-alleges paragraphs 1 through 41, and incorporates the same as
12 a part hereof as though fully set forth herein.

13 43. The general maritime law imposes on a ship and its owners the duty to
14 provide vessel employees with maintenance and cure. *Cortes v. Baltimore*
15 *Insular Lines*, 287 U.S. 367, 371 (1932). The duty of maintenance and cure
16 concerns the vessel owner's obligation to provide food, lodging, and medical
17 services to a seaman injured while serving the ship. *Atlantic Sounding Co., Inc.*
18 *v. Townsend*, 557 U.S. 404, 407–08 (2009) (citing *Lewis v. Lewis & Clark*
19 *Marine, Inc.*, 531 U.S. 438, 441). The duty extends from the period when the
20 seaman is incapacitated until he reaches "maximal medical recovery." *Vaughan*
21 *v. Atkinson*, 369 U.S. 527, 531 (1962). Courts sitting in admiralty interpret this
22 duty liberally, and all doubts are resolved in favor of the seaman. *Id.* at 531–32.
23 The duty to provide maintenance and cure is not "restricted to those cases where
24 the seaman's employment is the cause of the injury or illness." *Calmar S.S.*
25 *Corp. v. Taylor*, 303 U.S. 525, 528–29 (1938).

26 44. Plaintiff suffered an illness while working aboard *Freedom of the Seas*,
27 RCCL's vessel, and while in the service of the vessel.

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1 45. Plaintiff suffered a new harm caused by and in the course of Defendant's
2 negligent provision of its cure obligation. A seaman developing a new injury
3 while receiving maintenance and cure is deemed in the "service of the vessel"
4 and is entitled to maintenance and cure benefits for the new injury or illness.
5 RCCL is therefore also liable for and must provide maintenance and cure
6 benefits in connection with the improper retention of a retrievable and temporary
7 IVC filter in Plaintiff's body that will now cause permanent and lifelong
8 disabilities.

9 46. On or about September 8, 2016, Defendant concluded Plaintiff has reached
10 MMI, improperly relying on a medical provider who has never seen or examined
11 Plaintiff and who has not considered the implication of the presence of a lifelong
12 disability due to the retained IVC filter in Plaintiff's body. Defendant has
13 reached such conclusion despite also denying Plaintiff's request for
14 reemployment based on its conclusion that Plaintiff will require medical care in
15 close proximity.

16 47. A determination to terminate a seaman's right to maintenance and cure
17 must be unequivocal. *Johnson v. Marlin Drilling Co.*, 893 F.2d 77, 79 (5th Cir.
18 1990). Payments may be terminated when it is determined that the seaman has
19 reached maximum medical cure when "it appears probable that further treatment
20 will result in no betterment of the seaman's condition." *Id.* "When there are
21 conflicting diagnoses and prognoses from various physicians, there is a question
22 of fact to be determined by the trier of fact as to a plaintiff's entitlement to
23 maintenance and cure benefits and as to whether an employer's termination of
24 maintenance and cure benefits was arbitrary or capricious." *Bland v. Omega*
25 *Protein Inc.* 2016 WL 280403, at *4 (W.D. La. Jan. 21, 2016).

26 48. Dr. Kamerkar has determined that Plaintiff requires further medical care
27 and monitoring which is life-saving and reasonably necessary. Plaintiff has not
28 yet reached Maximum Medical Improvement and RCCL's decision to terminate

1 maintenance and cure benefits based on inaccurate and incomplete information
2 was unreasonable.

3 49. Accordingly, Plaintiff is hereby demanding RCCL immediately reinstate
4 his maintenance and cure benefits and reimburse Plaintiff for his medical
5 examination with Dr. Kamerkar and related expenses incurred by Plaintiff. In
6 the event RCCL refuses to reinstate these benefits, Plaintiff will seek to amend
7 the Complaint to allege a willful and arbitrary failure to provide maintenance and
8 cure benefits and will seek punitive damages pursuant to the holdings of the
9 United States Supreme Court in *Atlantic Sounding Co., Inc. v. Townsend*, 557
10 U.S. 404 (2009).

11 **PRAYER**

12 WHEREFORE, Plaintiff MADAN PARSEKAR prays for damages against
13 Defendant RCCL as follows:

- 14 1. For general damages according to proof;
- 15 2. For medical expenses, past and future according to proof;
- 16 3. For loss of earnings and earning capacity, past and future, according to
17 proof;
- 18 4. For past and future maintenance and cure;
- 19 5. For attorney fees, according to proof;
- 20 6. For prejudgment interest;
- 21 7. For costs of suit; and
- 22 8. For such other and further relief as the Court may deem just and proper.

23
24 Dated: January 11, 2018

LAW OFFICES OF AKSANA M. COONE

25
26 Bv: /s/ Aksana M. Coone
Aksana M. Coone, Esq.
27 Attorneys for Plaintiff,
MADAN PARSEKAR
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DEMAND FOR JURY TRIAL

Plaintiff, MADAN PARSEKAR, hereby demands trial by jury of the above-captioned matter.

Dated: January 11, 2018

LAW OFFICES OF AKSANA M. COONE

By: /S/ Aksana M. Coone
Aksana M. Coone, Esq.
Attorneys for Plaintiff,
MADAN PARSEKAR

EXHIBIT A



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Dr. N. R. Purandare
M.S.

Associate Surgeon
Mob. No. : 98221 71301

Date : 09/01/2018

TO WHOMSOEVER IT MAY CONCERN

Mr. Madan Parsekar had a history of acute pancreatitis and ARDS, admitted on 14/01/2015 at Broward health Center , Miami, USA.

Patient had retrievable IVC Filter (Denali BARD, retrievable period within one year) for DVT prophylaxis in view of bleeding tendency.

Patient underwent subsequent laprotomies. Patient came to me for IVC Filter Removal.

After 2 years IVC Filter can not be removed. CT Venography of this patient shows that some of the prongs of IVC Filter are embedded in the IVC wall. With this it will be difficult to remove filter as there is increased risk of IVC tear.

Risk of leaving IVC filter in situ are IVC laceration, Filter occlusion, Filter Strut perforation, Filter Migration, inability to retrieve filter , minor PE and if he presents with IVC tear, emergency surgery would be high risk including risk to life.

It would need a regular monitoring by doing possibly a CT Venography every 2-3 years or SOS on developing symptoms.

As there was no DVT in past probably it would be sufficed to take tablet Ecosprin life long but In case if he develops Filter Thrombosis or IVC Thrombosis he would need anti coagulation which would be again life long.

Life long anti coagulation would need monitoring of coagulation parameters.

Filter should have been retrieved within a year after his then current illness had been resolved.

Dr. D. R. KAMERKAR
Consultant Vascular &
Endovascular Surgeon