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CRAIG LITCH AND ANN LITCH

VENTURA
SUPERIOR COURT
FILED

OCT 01 2013

MICHAEL D. PLANET
Executive Officer and Clerk
BY: _____, Deputy
LESLIE CARLIN

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF COUNTY OF VENTURA

11 CRAIG LITCH, an individual; and ANN LITCH,
12 an individual.

13 Plaintiffs,

14 v.

15 DCOR, a Texas limited liability company; and
16 DOES 1 through 10, inclusive,

17 Defendants.

Case No. 56-2013-00442884-CU-PO-VTA

COMPLAINT FOR:

- (1) NEGLIGENCE;
- (2) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- (3) LOSS OF CONSORTIUM

[DEMAND FOR JURY TRIAL]

19 Plaintiffs Craig Litch and Ann Litch (together, "Plaintiffs") submit the following complaint for:
20 Negligence; Negligent Infliction of Emotional Distress; and Loss of Consortium, and respectfully
21 allege as follows:

22 **PARTIES IN THE ACTION**

23 1. Plaintiff Craig Litch ("Craig Litch"), an individual, was at all pertinent times mentioned
24 herein a resident of the County of San Bernardino, California and employed as an electrician by DCI
25 Electric, Inc. ("DCI"), a California licensed electrical contractor.

26 2. Plaintiff Ann Litch ("Ann Litch"), an individual, was at all pertinent times mentioned
27 herein a resident of the County of San Bernardino, California, and the spouse of Craig Litch.

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3. Plaintiffs are informed and believe, and on that basis allege, that Defendant DCOR, LLC ("DCOR") is a Texas limited liability company engaged in the development, exploration and production of oil and natural gas and the owner and operator of the largest number of offshore platforms off the coast of California. Plaintiffs are informed and believe, and on that basis allege, that DCOR's corporate headquarters are located in Ventura, California.

4. Plaintiffs are unaware of the true names and capacities, whether corporate, affiliate, individual, or otherwise, of Defendants named herein as Does 1 through 25, inclusive. Pursuant to Section 474 of the California Code of Civil Procedure, Plaintiffs will seek leave of Court to amend this Complaint to allege said Defendants' true names and capacities when the same are ascertained through the process of discovery or otherwise. Plaintiffs are informed and believe, and thereupon allege, that each said fictitiously-named Defendant is legally responsible in some manner for the injuries and damages proximately caused to Plaintiffs as further hereinafter alleged.

5. Plaintiffs are informed and believe and thereon allege that at all times material herein each Defendant was the agent, servant and employee of each of the remaining Defendants and was acting within the authorized course, scope and purpose of said agency and employment; and, that each and every Defendant either actually did the things herein alleged, or approved, supported, authorized, ratified, or otherwise participated in the wrongful acts, conduct, and omissions contained in this Complaint.

JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court pursuant to the Outer Continental Shelf Lands Acts, 43 U.S.C. § 1331 *et. seq.*, and *Gulf Offshore Co. v. Mobil Oil Corp.*, 453 U.S. 473, 481, 101 S. Ct. 2870, 2876-77, 69 L. Ed. 2d 784 (1981) (“[n]othing inherent in exclusive federal sovereignty over a territory precludes a state court from entertaining a personal injury suit concerning events occurring in the territory and governed by federal law.”)

7. Plaintiffs allege that venue in the above-entitled Court is proper pursuant to California Code of Civil Procedure §§ 395(a) and 395.5 because DCOR's corporate headquarters are located in Ventura, California, and the breach of DCOR's duties to, and the resulting injuries inflicted upon, Craig Litch as alleged herein occurred five (5) miles offshore from the Ventura County coast in the territorial seas of the United States.

GENERAL ALLEGATIONS

8. On or about October 3, 2012 (the "Date of Injury"), Craig Litch was employed as an electrician by DCI. On the Date of Injury, DCI had been employed to work as a subcontractor at a certain location referred to as the Oil Platform Hillhouse, which is located in the Dos Cuadras oilfield approximately five (5) miles offshore from the Ventura County coast in the territorial seas of the United States (the "Job Site"). At all times herein mentioned, the Job Site was owned, controlled, and operated by DCOR.

9. Among other things, DCI's contracted scope of work for the Job Site required that a three-person electrical crew, which was comprised of Craig Litch, Michael Schiazzano ("Schiazzano"), and Richard Schulwitz ("Schulwitz"), replace deteriorated electrical conduits on the 4-kilovolt (4,160 V_{AC}) cables in the Oil Platform Hillhouse. This replacement function was scheduled to occur during a planned maintenance outage at the Job Site (the "Planned Maintenance Outage"). DCOR's role was to manage and supervise the Planned Maintenance Outage and to ensure that the work complied with all applicable safety standards and procedures.

10. On or about 5 p.m. on the Date of Injury, DCOR's employee Gee Alarcon ("Alarcon") orally informed DCI employees Schiazzano and Schulwitz that the Oil Platform Hillhouse would be "energized" from the nearby beach and that the DCI workers would be notified to clear the area for safety reasons (the "First Warning"). Alarcon further informed Schiazzano and Schulwitz that there would be a 15 to 20 minute delay before the Cable would be energized and that they would be informed before this occurred to allow them to clear the area safely. Prior to this time, DCOR had not informed the DCI electrical crew that any energized work would be performed at the Job Site on the Date of Injury. "Energized" was understood to mean that the 34.5-kilovolt cables which ran from the nearby beach to the Oil Platform Hillhouse would be powered on.

11. The 34.5-kilovolt (34.5-kV) power was switched by the Oil Platform Hillhouse oil switch that powered a transformer to generate 4,160 volts ("4-kV"). The 4-kV power was switched at the 4kV breaker on the Oil Platform Hillhouse. Both the 34.5-kV oil switch and the 4-kV breaker were "on" on the Oil Platform Hillhouse when 34.5-kV power was switched on at the beach. As a result, 4,160-volts were conducted into the cables (the "Cables") being worked on by Craig Litch.

1 12. Craig Litch was not present when Alarcon informed Schiazzano and Schulwitz of the
2 intention to energize the Cables nor did DCOR take steps to ensure that Craig Litch was informed or
3 warned. Within a few minutes of the First Warning, DCOR energized the Cables. Despite his promise,
4 neither Alarcon nor any other DCOR employee ever returned to warn Schiazzano and Schulwitz that the
5 Cables would be energized nor did any DCOR employee take any steps to inform or warn Craig Litch.

6 13. At the time DCOR energized the Cables, Craig Litch was on his knees on top of a
7 transformer about five (5) feet tall and just to one side of an overhead pull box ("Pull Box") mounted on
8 the ceiling, where the Cables were located. Craig Litch was in the process of prepping the cable ends for
9 splicing in the Pull Box, and he was wearing more personal protective equipment ("PPE") than the de-
10 energized work he was performing required, and which included arc resistant coveralls over natural fiber
11 work clothing, a class "E" hard hat, safety glasses, substantial leather safety boots, ear plugs, and work
12 gloves. At the time DCOR energized the Cables, Craig Litch had removed his gloves to untie a knot on
13 the pull string connected to the Pull Box.

14 14. When DCOR energized the Cables, Craig Litch was immediately exposed to the arc flash
15 generated from the Cables and the intense heat radiating through the air, causing him to suffered thermal
16 burns and arc burns (the "Incident"). Plaintiffs are informed and believe, and on that basis allege, that
17 Craig Litch received an electrical shock from the energized 4,160 "VAC" ("Voltage Alternating
18 Current") Cable(s) during the Incident. In addition, the heat from the electric arc generated from the
19 Cables caused flammable items in the room where Craig Litch was working to light on fire.

20 15. Hearing the arcing, Schiazzano and Schulwitz immediately came to Craig Litch's aid.
21 Craig Litch was shaking and in pain, his protective coveralls were blown out at the knees, and his safety
22 glasses and hard hat were burned. A platform medic arrived shortly thereafter. When a helicopter
23 arrived to transport Craig Litch to a hospital, DCOR employees could not locate the attachment for the
24 medical backboard to be connected to a crane so that Craig Litch could be safely hoisted up on the
25 backboard to the helipad. As a result, Craig Litch was forced to walk up four (4) flights of stairs, in
26 severe pain and distress, to reach the helipad so that he could be transported to the hospital.

27 16. As a result of the Incident, Craig Litch sustained first, second, third, and fourth degree arc
28 flash and/or electric shock burns to his face, the left side of his head, the left side of his neck, his left

1 shoulder, his left upper arm, both legs, and both hands. He was admitted and hospitalized for eleven (11)
2 days, oftentimes dealing with extreme pain. Burns to his nose and throat required intubation. Craig
3 Litch's burn areas swelled greatly, requiring frequent hyperbaric treatment. He was prescribed
4 medication that caused him nausea, suppressed his appetite, and affected his mental state. His burns
5 were wrapped in gauze, inhibiting his mobility and ability to engage in tasks such as feeding himself.
6 Craig Litch underwent several surgeries and skin grafts and began a painful road to recovery.

7 17. Following his release from the hospital, Craig Litch began months of treatments,
8 therapies, and other regimens to reach his optimal recovery, with Ann Litch at his side visiting medical
9 offices near and far and trying to keep up with a dizzying array of doctors and confusing policies and
10 procedures. Prior to the injuries he sustained as a result of the Incident, Craig Litch was a hard worker
11 and led a healthy and active life. However, due to the injuries he received from the Incident, Craig
12 Litch's ability to engage in these activities have been limited..

13 18. Craig Litch's treatment is ongoing and the current extent of his recovery is unknown. He
14 has not been able to work since the Incident, has become increasingly agitated and forgetful, has
15 continued pain, aching, and itchiness in his burn areas, and suffers from various other injuries and
16 conditions. For example, the burns to both of his hands and resulting skin grafts led to recurring pain and
17 itching, and limited his dexterity so that he could no longer perform regular daily tasks. Significantly,
18 the injuries sustained as a result of the Incident have limited his prospects to resume his trade as an
19 electrician, affecting him not only economically but emotionally. His injuries have also caused him
20 anxiety both in public and in private.

21 19. Plaintiffs are informed and believe, and on that basis allege, that the Incident was caused
22 by DCOR's acts, conduct, and omissions, including but not limited to: (a) DCOR's failure to follow the
23 electrical safety standards set forth in the National Fire Protection Association's ("NFPA") Article 70E
24 ("NFPA-70E"), which are designed to prevent electrical injuries such as those suffered by Craig Litch as
25 alleged herein and to prevent the infractions which caused injury to Craig Litch; (b) DCOR's failure to
26 follow Lock Out Tag Out ("LOTO") procedures, which are safety procedures designed to ensure that
27 dangerous equipment is properly shut off, isolated from an energy source, not started up again prior to
28 the completion of maintenance, and is either locked or designated with a warning tag; (c) the failure of

1 DCOR's employees to follow DCOR's internal electrical safety policies; (d) DCOR's failure to maintain
2 adequate safety procedures and guidelines, such as a complex LOTO procedure and the implementation
3 of a communication system between DCOR's employees and DCOR's subcontractors, such as DCI; (e)
4 DCOR's failure to inform DCI or any of its employees, including Craig Litch, that any energized work
5 would be performed at the Job Site on the Date of Injury; (f) DCOR's failure to inform Craig Litch that
6 the platform would be energized; (g) DCOR's failure to inform DCI employees, including Craig Litch, of
7 the existence of certain hazardous conditions at the Job Site, such as the fact that the 34.5kV oil switch
8 on the Hillhouse platform was closed and that the racked out 4kV breaker did not interrupt power to the
9 Cables; (h) DCOR's failure to clear Craig Litch from the area prior to energizing the platform; (i)
10 DCOR's failure to provide DCI with an accurate diagram regarding the DCI electrical crew's work area
11 on the Job Site, which included potentially hazardous conditions; (j) DCOR's failure to inform DCI
12 employees, including Craig Litch, that they would be performing work within the boundaries of a LOTO
13 area, where dangerous equipment and systems were contained; (k) DCOR's failure to establish a person
14 in charge of the complex LOTO procedure; and (l) DCOR's failure to adequately train and supervise its
15 employees on essential topics, including but not limited to LOTO procedures, DCOR's safety policies,
16 NFPA-70E guidelines, and the systems located on the Job Site.

17 **FIRST CAUSE OF ACTION**

18 **(Negligence Against All Defendants)**

19 20. Plaintiff Craig Litch realleges and incorporates by reference the allegations set forth in
20 Paragraphs 1 through 19, inclusive, as though fully set herein.

21 21. Craig Litch is informed and believes, and on that basis alleges, that each Defendant is and
22 at all times material herein was an individual, corporation and/or unincorporated association residing
23 and/or having its principal place of business in the State of California within the judicial district and
24 county in which this action is filed.

25 22. Craig Litch is informed and believes, and on that basis alleges, that each Defendant is and
26 at all times material herein was the owner and/or operator engaged in the business of construction and
27 related activities at the Job Site and was in control of the premises and activities taking place thereon.

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1 23. On the Date of Injury, Craig Litch was employed as an electrician by DCI, a subcontractor
2 on the Job Site, and participated in performing maintenance on the Oil Platform Hillhouse during the
3 Planned Maintenance Outage. On the Date of Injury, the DCI electrical crew, which included Craig
4 Litch, was tasked with replacing a deteriorated electrical conduit on Oil Platform Hillhouse, as
5 designated in their scope of work and with the permission and at the direction of Defendants.

6 24. At all relevant times alleged herein, each Defendant had control over and affirmatively
7 exercised control over the Job Site, retained control over worksite safety, retained control over safety
8 measures and procedures, and had the power to, and actually did, exercise said power to direct, control,
9 limit and regulate the activities of DCOR's employees and the subcontractors on the Job Site. As such,
10 Defendants had a duty to exercise reasonable care to keep the Job Site in a reasonably safe condition and
11 to provide workers, including Craig Litch, with a safe place to work. In addition, Defendants had the
12 duty to warn its subcontractors and their employees, including Craig Litch, of any danger which was not
13 obvious and which was known by Defendants in the exercise of reasonable care.

14 25. At all relevant times alleged herein, each Defendant breached the duties owed to Craig
15 Litch by negligently planning, designating, locating, maintaining, inspecting, supplying, controlling,
16 directing, supervising and engaging in repairs and related activities at the Job Site so as to expose
17 workers, including Craig Litch, to unsafe and dangerous conditions, personal injuries and harm. Each
18 Defendant knew or reasonably should have known of the dangers posed to Craig Litch by failing to
19 provide Craig Litch with a safe place to work, failing to take steps to make the conditions safe, and
20 failing to warn Craig Litch of the dangerous conditions, all of which affirmatively contributed to Craig
21 Litch's injuries.

22 26. As a direct and proximate result of the negligence of each Defendant, Craig Litch suffered
23 serious personal injuries to his physical and mental health, strength, and activity, sustaining injuries to his
24 nervous system and person, all of which injuries have caused, and continue to cause, him severe mental,
25 physical, and nervous pain and suffering. Craig Litch is informed and believes, and on that basis alleges,
26 that such injuries will result in some permanent disability to him. As a result of the injuries sustained in
27 the Incident, Craig Litch has suffered general damages in an amount beyond the minimum jurisdictional
28 limits of this Court and to be proved at trial.

27. As a further direct and proximate result of the negligence of each Defendant, Craig Litch was required to and did employ physicians, surgeons and other healthcare providers, and will incur other medical and incidental expenses for physicians, surgeons, hospital care, and other medical services and supplies. The exact amount of these expenses is not known to Craig Litch at this time, but he is informed and believes, and on that basis alleges, that said expenses exceed the minimum jurisdictional amount of this Court. Craig Litch prays leave to amend this Complaint to insert the true amount when it is ascertained.

28. As a further, direct and proximate result of the negligence of each Defendant, Craig Litch was disabled and prevented from attending to his usual occupation, and is informed and believes, and on that basis alleges, that he will be disabled and prevented from attending to the same for some period of time in the future, all to his damage for loss of earnings and earning capacity in an amount which is unknown and to be established by proof at time of trial.

SECOND CAUSE OF ACTION

(Negligent Infliction of Emotional Distress All Defendants)

29. Plaintiff Craig Litch realleges and incorporates by reference the allegations set forth in Paragraphs 1 through 20, inclusive, as though fully set herein.

30. At all relevant times alleged herein, Defendants were bound by their duties to Craig Litch, including but not limited to: the duty to exercise reasonable care to keep the Job Site in a reasonably safe condition; the duty to provide Craig Litch with a safe place to work; and the duty to warn DCOR's subcontractors and their employees, such as Craig Litch, of any danger which was not obvious and which was known by Defendants in the exercise of reasonable care.

31. On the Date of Injury, Defendants breached their duties to Craig Litch. In particular, and without limiting the generality of the foregoing, Defendants, and each of them, negligently failed to exercise reasonable care to keep the Job Site in a reasonably safe condition, provide Craig Litch with a safe place to work, and warn Craig Litch that the Job Site would be energized. These breaches were negligent and in reckless disregard for the probability that severe injury, including serious emotional and physical distress, would result from their failure to carefully adhere to their duties. Defendants knew or

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1 should have known that their failure to adhere to their duties would foreseeably cause Craig Litch to
2 suffer serious emotional and physical distress.

3 32. As a direct and proximate result of Defendants' negligent conduct, Craig Litch was forced
4 to endure great pain, mental anguish, shock, humiliation, feelings of helplessness, desperation, and
5 emotional distress.

6 33. As a direct and proximate result of the Defendants' negligent conduct, Craig Litch
7 sustained severe and serious injury to his person, including but not limited to severe emotional distress,
8 all to his damage in an amount to be established by proof at time of trial.

9 **THIRD CAUSE OF ACTION**

10 **(Loss of Consortium Against All Defendants)**

11 34. Plaintiff Ann Litch realleges and incorporates by reference the allegations set forth in
12 Paragraphs 1 through 33, inclusive, as though fully set herein.

13 35. At all relevant times alleged herein, Ann Litch was the spouse of Craig Litch.

14 36. Before suffering the above-described injuries, Craig Litch was able to and did perform all
15 the duties of a husband and did perform all these duties, including in assisting in maintaining the home,
16 assisting with housework, and providing love, companionship, affection, society, sexual relations, moral
17 support, and solace to Ann Litch.

18 37. Prior to suffering injuries from the Defendants' negligent conduct described herein, Craig
19 Litch cared for himself entirely. Now, Craig Litch lacks the energy and the ability to completely care for
20 himself and, therefore, Ann Litch has to serve Craig Litch as a caregiver when he lacks the energy or
21 strength to care for himself.

22 38. As a direct and proximate result of Craig Litch's above-described injuries, Craig Litch has
23 been unable to perform the duties of a husband in that he can no longer assist with housework, participate
24 in family, recreational, or social activities with Ann Litch, or contribute to the household income. Due to
25 the nature of the injuries sustained by Craig Litch and the severe physical and psychological strains they
26 cause him, Craig Litch is no longer able to provide Ann Litch with love, companionship, affection,
27 society, moral support, and solace. Because of the above-described injuries, Craig Litch will be unable
28 to perform these duties in the future. As a result, Ann Litch is deprived and will be permanently deprived

1 of her spouse's consortium, comfort, society and services all to her damage in an amount to be
2 established by proof at time of trial.

3 **PRAYER**

4 **WHEREFORE**, Plaintiffs Craig Litch and Ann Litch pray judgment against each Defendant as
5 follows:

- 6 1. General damages in excess of \$25,000 according to proof;
- 7 2. Damages for hospital, medical, physical therapy, treatment, and other health-related
8 expenses according to proof;
- 9 3. Damages for loss of earnings and earning power according to proof;
- 10 4. Damage for emotional distress according to proof;
- 11 5. Damages for loss of consortium, comfort, society and services according to proof;
- 12 6. Punitive damages;
- 13 7. For interest at the maximum legal rate;
- 14 8. For costs of suit herein incurred; and
- 15 9. For such other and further relief as to the Court may deem just and proper.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiffs Craig Litch and Ann Litch hereby demand a trial by jury of the within cause.

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19 Dated: September 26, 2013

BIENERT, MILLER & KATZMAN, PLC

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21 By: 

22 Thomas H. Bienert, Jr.
23 Ariana Seldman Hawbecker
24 Attorneys for Plaintiffs
25 CRAIG LITCH and ANN LITCH
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