

73032-1

73032-1

Appeals court of Washington

ELSADIG AHMED,

Plaintiff,

vs.

GLACIER FISHING CO., LLC,

Defendant.

Appeals

No. 73032-1-1

Case No. 13-2-23510-2 SEA

PLAINTIFF'S TRIAL BRIEF

FILED
COURT OF APPEALS 2ND
STATE OF WASHINGTON
2013 SEP 11 PM 12:03

I. INTRODUCTION

A. The Plaintiff

Elsadig Ahmed is a United States citizen who emigrated from Sudan in 2005 as part of a United Nations refugee program. He was injured while working aboard Defendant's vessel, F/V Pacific Glacier in 2010.

When Mr. Ahmed first arrived in the United States, he worked as a housekeeper in a casino in Iowa. He moved to the Pacific Northwest in 2006 after hearing about the Alaska fishing industry. After a short stint as a housekeeper at the Airport Hilton in SeaTac, Mr. Ahmed

moved to Dutch Harbor, Alaska where he found work in a shore-side fish processing plant for Unisea, Inc, where he worked as a candler on their production line. Candling involves inspecting freshly filleted fish on a production line, removing by hand small bones and other imperfections. Candling requires speed and manual dexterity. Eventually, he was hired by Golden Alaska to work onboard a large factory ship. He worked as a candler on the Golden Alaska for the second half of the 2009 fishing season.

At the start of the 2010 season, defendant Glacier Fishing Co., LLC (Glacier) needed an additional processor/candler for its factory trawler, F/V Pacific Glacier. Glacier contacted Golden Alaska who confirmed Mr. Ahmed's availability in Dutch Harbor, Alaska and gave a positive work reference. On February 10, 2010, Glacier hired Mr. Ahmed to work onboard the Pacific Glacier.

Over the next four months, Mr. Ahmed worked as a candler on the production line in the factory of the Pacific Glacier. He also participated in five offloads of frozen product in Dutch Harbor, moving boxes of frozen fish stacked in the vessel's freezer to a conveyor belt for transfer to the pier. During that time, he had no complaints about the work and he was injury-free.

B. The injury

On June 22, 2010, Mr. Ahmed suffered frostbite while working in the vessel's freezer during an offload. He began his shift at noon, working in the freezer to offload boxes of frozen fish. After completing about two hours of his 16-hour shift, Mr. Ahmed's hands became numb and uncomfortable. He reported the problem to his shift supervisor, Joe Garza, who told him to see the mate, Jeff Ivie, whose duties also include crew safety. Mr. Ivie took a look at Mr.

Ahmed's hands, provided ibuprofen for pain and inflammation and told him to work on the pier instead of returning to work in the freezer.

Although Mr. Ivie testified that he was trained in medical safety, he failed to properly diagnose Plaintiff's frostbite in accordance with his training materials. For example, he did not feel the affected area for hardness nor did he take the vital signs of the Plaintiff, including body temperature. Furthermore, at the time Plaintiff complained of pain and discomfort, the clinic in Dutch Harbor was open. Instead of sending the Plaintiff to the clinic for professional evaluation, Mr. Ivie sent him to work on the pier. Mr. Ahmed worked on the pier for the next several hours sorting and stacking boxes of fish.

At or near 8pm., Mr. Ahmed was sent back into the freezer by foreman Marc Vercruysse who had just come on shift. Mr. Ahmed explained that his hands hurt and he was told by the mate that he could work on the pier for the rest of the offload. Mr. Vercruysse told him that he must return to the freezer. Mr. Ahmed returned to work in the freezer, despite the fact that his hands became more painful and stiff.

On or about June 30, Mr. Ahmed complained to the mate that his fingers were dry and hurt him at night. An entry regarding that complaint was made in the vessel's medical log but the mate did not examine Mr. Ahmed's hands at that time. On July 16, the mate made another entry in the medical log indicating that Mr. Ahmed's fingers were still bothering him and he was to be sent to the shore-side medical clinic. On July 16, 2010, Mr. Ahmed was taken to the Iliuliuk Clinic in Dutch Harbor complaining of continued pain in his fingers. Medical personnel at the clinic diagnosed him with frostbite and told him not to work in the freezer again. Mr.

Ahmed did not leave with the vessel, instead remaining in Dutch harbor and passing his citizenship exam.

In October, 2010, Mr. Ahmed returned to Seattle where Defendant sent him to US Healthworks for medical evaluation of his hands. US Healthworks referred him to Northwest Dermatology for evaluation and treatment. Both US Healthworks and Northwest Dermatology noted he had frostbite. By that time, the frostbite exposure had caused him to lose his right fourth fingernail. The skin on his fingertips had also peeled after the exposure and had now grown back. Although his fingers now hurt when exposed to cold temperatures, Mr. Ahmed continued to work for Glacier. He worked part-time on the vessel in 2011 and full-time in 2012.

Mr. Ahmed's job on the vessel was candling, which involves inspecting cold, wet fish fillets and removing small bones and other imperfections by hand. Because the work involves fine finger dexterity, he could not wear thick gloves. Instead, he wore thin gloves with liners, but they did not keep his hands warm and he frequently had to leave the factory to change into warm dry gloves. He spoke to his supervisor, Rune Bjornerem, about his painful hands on several occasions in 2011 and 2012. Mr. Bjornerem told him to look for a new job if he could not do the work.

In June, 2012, Glacier hired Mr. Ahmed to work a shipyard period on the Pacific Glacier where he worked on the boat for an hourly wage. Part of the job involved using an industrial grinder to chip paint. During the shipyard period he developed carpal tunnel syndrome in both wrists. Despite the pain in his hands and wrists, he continued to work until the end of the 2012 season when he sought medical attention for his wrists and his ongoing frostbite pain.

The vessel returned to Seattle in October, 2012. Glacier sent Mr. Ahmed back to US Healthworks, who referred him to the Minor & James clinic and ultimately to Seattle Hand Surgery Center for issues related to his hands and wrists. Dr. Elizabeth Joneschild, at Seattle Hand Surgery, performed carpal tunnel release surgery for his right wrist. The surgery was moderately successful. However, his frostbite symptoms persist.

The medical evidence will establish that Mr. Ahmed most likely suffered second degree frostbite, which penetrated to the dermis, the layer of skin between the epidermis and subcutaneous tissues. The dermis contains various glands and as well as receptors which provide senses of touch and temperature. Symptoms can include blistering and nail loss, both of which Mr. Ahmed suffered. Although the dermis may eventually appear healed, the nerves and receptors frequently suffer long term or permanent damage. Mr. Ahmed has been diagnosed with cold sensitivity and peripheral neuropathy in his hands. Given that four years has passed since the frostbite event, there is a significant chance the injury is permanent. He has been advised not to work on a fishing vessel again, since his job on the vessel, candling, inevitably results in cold wet hands.

Mr. Ahmed does not yet speak English well and has only a high school education. His vocational rehabilitation expert, Merrill Cohen, estimates that he will not be able to earn more than \$25,000 to \$30,000 per year once he has finished the English proficiency program he is currently pursuing. This is a significant difference from the wages he earned from defendant in 2012, more than \$76,000.00.

AppBals

II. AUTHORITIES AND ANALYSIS

A. Federal Law Supplies the Substantive Rule for this Maritime Case

Mr. Ahmed's claims are brought in Washington state court pursuant to 28 U.S.C. § 1333, commonly referred to as the "Savings to Suitors" clause, and pursuant to the Federal Congress' express conference of state court jurisdiction over Jones Act claims per the Jones Act's incorporation of the Federal Employers' Liability Act ("FELA"). 46 U.S.C. § 30104; 45 U.S.C. § 56; Engel v. Davenport, 271 U.S. 33, 37-38 (1926). Although brought in Washington state court, all substantive aspects of plaintiff's claims are governed by federal admiralty law. Chicago Rock Island, & Pacific Railway Co. v. Devine, 239 U.S. 52, 36 S.Ct. 27, 60 L.Ed. 140 (1915).

B. Jones Act Negligence & Causation

The Jones Act is remedial legislation and, is therefore, construed liberally to effect full compensation for injured seamen. See Cosmopolitan Shipping Co. v. McAllister, 337 U.S. 783, 790, 69 S.Ct. 1317, 1321, 93 L.Ed. 1692, 1697 (1949). The liberal construction applied to the Jones Act affects both the standards of proving causation and the standards for submitting the seaman's claims to the finder of fact for decision.

The shipowner is negligent if it knows, or should know of a dangerous condition, and does not exercise reasonable care to avoid the injury or to provide the seaman with a safe place to work. Gutierrez v. Waterman SS Corp., 373 U.S. 206, 83 S.Ct. 1185, 10 L.Ed.2d 297 (1963). By way of example, if an employer negligently fails to properly supervise an employee, and he is injured, the employer is liable.

In the case at hand, Mr. Ahmed was further injured when Mr. Vercruysse sent him back into the freezer.

The owner of a vessel has a clear duty to supervise the work of seamen under his command. In addition, he must warn the seaman of all impending dangers of which his is, or should be aware.

Olsen v. States Line, 378 F.2d 217, n.6 (9th Cir. 1967). Moreover, Jones Act liability does not require actual knowledge of the dangerous condition. An employer is liable under the Jones Act if the employer or its agents *knew* or *should have known* about the dangerous condition. Ribitzki v. Canmar Reading & Bates, Ltd. Part., 111 F.3d 658, 663 (9th Cir. 1997). Here, all Mr. Vercruysse had to do was confirm with the mate that the Plaintiff was not to be sent back into the freezer. In other words, he knew or should have known of the danger of sending him back into the freezer to work.

Jones Act causation standards are significantly more relaxed than land based tort causation. Under the Jones Act, if the defendant's negligence played any part, no matter how small, in causing the accident or the injuries, the defendant is liable for all the damages. Under the Jones Act, the plaintiff's burden to prove causation is "very light" and has been described as "featherweight." Cella v. United States., 998 F.2d 418, 429 (7th Cir. 1993). The leading case construing causation under the FELA is Rogers v. Missouri Pacific Railroad Co., 352 U.S. 500, 506, 77 S.Ct. 443, 448 (1957). There the Court held:

The test of a jury case is simply whether the proofs justify with reason the conclusion that employer negligence played any part, even the slightest, in producing the injury or death for which damages are sought.

In order to present his case to the finder of fact and, in order to qualify for damages, the

plaintiff must only present "some" evidence of negligence and causation. In short, if there is any evidence to support the plaintiff's claimed elements of damages, these claims must be presented to the finder of fact for decision. The courts of appeals have faithfully applied the Supreme Court's rules in relation to Jones Act cases. As stated by the Third Circuit Court of Appeals:

A review of the decisions of the Supreme Court with reference to the integrity of the jury's function in these cases, keeping in mind the purposes of the Act and the liberal construction given it, teaches that a trial court is justified in withdrawing such issues from the jury's consideration only in those extremely rare instances where there is zero probability either of employer negligence or that any such negligence contributed to the injury of an employee.

Pehowic v. Erie Lacawanna Railroad Co., 430 F.2d 697, 699-700 (3rd Cir. 1970)(emphasis added).

The standard of Jones Act causation and the role the finder of fact plays in these cases is further illustrated by the responsibility the finder of fact assumes in deciding the medical issues. The Jones Act standard is completely different than the standard usually applied in civil cases. "The matter does not turn on the use of a particular form of words by the physicians in giving their testimony." Sentilles v. Inter-Caribbean Shipping Corp., 361 U.S. 107, 109, 80 S. Ct. 173 (1959). Accord Cella v. United States, 998 F.2d 418, 427-429 (7th Cir. 1993). Ultimately, it is the fact finder's obligation, not the physician's obligation, to make judgments concerning medical causation. Id.

Plaintiff will produce evidence that exceeds the requirements for liability under the Jones Act. The evidence will show that defendant failed to provide training to Mr. Ahmed regarding frostbite and freezer safety, and failed to verify whether Mr. Ahmed, who does not speak English

well, was aware of any freezer safety rules. The mate who was designated as medical officer failed to properly diagnose and treat Mr. Ahmed's injury and did not send him to the shore-side clinic until more than three weeks later. The factory foreman ordered Mr. Ahmed back into the freezer after the medical officer decided he should work on the pier for the rest of the offload. Any one of the negligent acts would be sufficient to support a finding of liability against GCF.

C. **The Pacific Glacier and the Procedures Employed Were Unseaworthy**

The maritime doctrine of seaworthiness imposes strict liability upon the employer if an unseaworthy condition injures one of its employees. In other words, no fault need be shown before the employer is held liable under the unseaworthiness doctrine. A maritime employer's duty to provide a seaworthy vessel is absolute and non-delegable. American President Lines, Ltd. v. Redfern, 345 F.2d 629, 631 (9th Cir. 1965); American President Lines, Ltd. v. Welch, 377 F.2d 501, 504 (9th Cir. 1967), cert. den. 389 U.S. 940 (1968). Hudson Waterways Corp. v. Schneider, 365 F.2d 1012, 1014 (9th Cir. 1966) (excellent discussion of seaworthiness doctrine). Under the doctrine of seaworthiness, the owner's duty is to furnish a vessel, appurtenances, and procedures that are reasonably fit for their intended use. Mitchell v. Trawler Racer, Inc., 362 U.S. 539, 549-550, 80 S.Ct. 926, 932-33 (1959) See also Lee v. Pacific Far East Lines, Inc., 566 F.2d 55, 67 (9th Cir. 1977).

Liability for unseaworthiness results when the employer has an unsafe workplace. It has long been established that a seaman's employer has a non-delegable duty to provide a safe place to work. If there is a failure, both negligence and unseaworthiness can be found. Mahnich v. Southern Steamship Co., 321 U.S. 96, 53 S.Ct. 455 (1944). The Ninth Circuit recognizes that

because of the unique status of seamen, necessitated by the rigors of the sea, the courts have long since decided that the burden of the risks incident to their calling should be borne by the shipowner. Hudson Waterways Corp., 365 F.2d at 1014. See also Seas Shipping Co. v. Sieracki, 328 U.S. 85, 93-94, 66 S.Ct. 872, 876-77 (1945).

Liability for unseaworthiness exists in cases where the injury results from failure to train, instruct or supervise employees. "By not training, instructing, or supervising the employees, Cliff's Drilling had created an unseaworthy condition and that unseaworthy condition was one of the causes of the Plaintiff's injuries." Brown v. Cliff's Drilling Co., 638 F.Supp 1009, 1987 AMC 2190 (E.D. Tx. 1986). Defendant's vessel F/V Pacific Glacier was unseaworthy because Defendant failed to train Plaintiff Ahmed about the hazards associated with working in extremely cold temperatures for long periods of time.

D. Comparative Fault and Assumption of the Risk

Under maritime law, a seaman never assumes the risk presented by working on an unseaworthy vessel. Mahnich v. Southern S.S. Co., 321 U.S. 96, 103, 64 S.Ct. 455, 459 (1944). It is also now settled law that a defendant is not allowed to argue assumption of the risk principles in the guise of comparative fault. Tiller v. Atlantic Coast Line R. Co., 318 U.S. 54, 63 S.Ct. 444 (1943); Taylor v. Burlington Northern R. Co., 787 F.2d 1309, 1316-17 (9th Cir. 1986).

The only theory of contributory negligence the record reveals that was both argued by appellee's counsel in summation and charged to the jury by the court was the argument that appellant was careless in moving in and about the pantry, knowing the sloppy condition of the floors. This theory, however, was really assumption of risk masquerading under another name, because it allowed a finding of contributory negligence on the strength of appellant's knowledge that a dangerous condition in his line of duty existed and his working in that line of

duty.

Rivera v. Farrell Lines, Inc., 474 F.2d at 257-58. This is precisely the sleight of hand that the defendant is attempting by its comparative fault arguments.

The ban of an assumption of risk defense generally means that an employee cannot be held to have been comparatively at fault for working in unseaworthy conditions supplied to him by his employer. Birchem v. Burlington Northern R. Co., 812 F.2d 1047, 1049 (8th Cir. 1987).

In order to legitimately cause the Court to consider comparative fault, the defendant must prove more than that the plaintiff continued to work in light of the dangerous condition. Rivera v. Farrell Lines, Inc., 474 F.2d 255, 257-58 (2d Cir. 1973). Otherwise, the Court would be denying recovery based upon the banned doctrine of assumption of risk. Likewise, mere knowledge of the unsafe condition, and continued work, in the absence of a showing that there was a safe alternative known and available to the seaman is not contributory negligence. Smith v. United States, 336 F.2d 165, 168 (4th Cir. 1964). Allowing a comparative fault argument in such an instance would be to apply the banned doctrine of assumption of risk.

Because Mr. Ahmed followed orders does not mean he is comparatively at fault. Furthermore, because he earlier worked in Alaska does not mean Defendant can rely on his having been trained by his former employer. Proper training is a non-delegable duty. Glacier's failure to train renders the vessel unseaworthy.

Nor could the issue of comparative fault be raised simply if Mr. Ahmed did not complain to the vessel officers or ask for help after he first reported his injury. In Adams v. United States, 393 F.2d 903 (9th Cir. 1968), the Ninth Circuit Court of Appeals stated in relevant part:

'[The seaman's] duty was to do his work as instructed. He was in no sense obligated to protest against the method of operation which he had been instructed to follow or to devise a safer method, nor was he obliged to call for additional or different equipment. If the doctrine of seaworthiness means anything, it is totally repugnant to the doctrine of assumption of risk on the part of the seaman.'

Id. 393 F.2d at 906 (quoting Ballwanz v. Isthmin Lines, Inc., 319 F.2d 457, 462 (4th Cir. 1964));

Simonhoff v. Hiner, 249 F.3d 883 (9th Cir. 2001) ("We hold that a seaman may not be held contributorily negligent for carrying out orders that result in injury, even if the seaman recognizes possible danger and does not delay to consider a safer alternative.").

E. **Damages For Personal Injury Under Maritime Law**

A Jones Act plaintiff is entitled to recover the following elements of damages:

1. **Past And Future Physical Pain And Suffering**

A seaman is entitled to recover for physical pain and suffering caused by the injury and any subsequent medical treatment. Stevens v. Seacoast Co., 414 F.2d 1032 (5th Cir. 1969)

2. **Past And Future Mental Anguish**

A seaman is entitled to recover for the mental anguish associated with his injury. For example, a seaman may recover for the mental anguish associated with humiliation and mental suffering caused by disability. Blanco v. Phoenix Compania De Navegacion, S.A., 304 F.2d 13 (4th Cir. 1962).

3. **Lost Ability To Engage In Regular Activities**

A seaman is entitled to recover damages based upon his inability to engage in the normal activities, both productive and recreational, of daily living.

The injured seaman is also entitled to compensation, again based on life

expectancy at the time of injury, for the physical and mental effects of the injury on his ability to engage in those activities which normally contribute to the enjoyment of life, including, for example, his avocations. Dagnello v. Long Island Railroad Company, 289 F.2d 797 (2nd Cir. 1961).

The specific elements which may enter into an award of damages under this rule must necessarily depend upon the proofs. There are no precise criteria by which these elements may be evaluated but they are measurable to the same extent as pain, suffering and mental anguish. Pfeiffer v. Jones & Laughlin Steel Corp., 678 F.2d 453, 470 (3d Cir. 1982)

Examples of provable elements are: inability to engage in recreational activities; inability to perform customary household chores; and, inability to engage in the usual family activities. Downie v. U.S. Lines Co., 359 F.2d 344, 347-348 (3rd Cir. 1966)(En Banc).

4. Loss of Enjoyment of Life

A seaman is entitled to recover damages for loss of enjoyment of life. Siemonoff v. Hiner, 249 F.3d 883 (9th Cir. 2001).

5. Impairment of Wage Earning Capacity

An injured seaman is entitled to an award of damages for impairment of his wage earning capacity. Kelly v. Great Northern R. Co., 59 Wn.2d 894 (1962)(FELA case). There is abundant evidence in this case of future lost wages and lost wage earning capacity. See also, Tolar v. Kinsman Marine Transit Co., 618 F.2d 1193, 1197 (6th Cir. 1980)(medical testimony of permanent disability sufficient to support award of future lost earnings in Jones Act case); Firth v. United States, 554 F.2d 990, 994 n.7 (9th Cir. 1977); Nettles v. Ensco Marine Co., 980 F.Supp. 848, 851-854 (E.D. La. 1997) (applying general maritime law and finding medical testimony of recurrent herniated disk caused by accident and permanent restrictions on bending and lifting

sufficient to support award of future pain and suffering and future loss of earnings).

6. Past and Future Wage Loss

A seaman is entitled to recovery for past and future wage loss. The starting point for the wage loss calculation is the amount that the seaman was earning at the time that he was injured. Merrill Cohen has projected Mr. Ahmed's economic loss based upon the wages that he was earning while working for the defendant at the time that he was injured. This is the proper "base" wage from which to calculate future wage loss. Jones & Laughlin Steel Corp. v. Pfeiffer, 462 U.S. 523, 553, 103 S.Ct. 2541, 2558 (1983); Culver v. Slater Boat Co., 722 F.2d 114, 126 (5th Cir. 1983); Turner v. Inland Tugs Co., 689 F.Supp. 612, 625 (E.D. La. 1988).

7. Prejudgment Interest

A seaman is entitled to recover prejudgment interest on his damages. Magee v. United States Lines, Inc., 976 F.2d 821, 1993 A.M.C. 159 (2nd Cir. 1992).

9. Necessary Retraining Costs

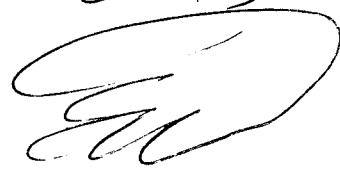
A seaman is entitled to recover for costs of retraining. McGuire v. Ensco Marine Co., 136 F.Supp.2d 650, 659 (S.D.Tex. 2001).

III. Conclusion

Based upon the foregoing, we respectfully request the Court to consider the evidence, including testimony, documents and medical records that establish defendant's liability under the Jones Act and the General Maritime Law. We request that this Court compensate Plaintiff in an amount commensurate with the sum total of the damages he suffered as a result of the negligence

ELSADG Ahmed
2602 Bartelt Rd APT 1 B
Iowa city IA 52246

9-10-2015



copy for

Louis A shields JR
Nuisen shields LLC
1000 2nd AVE ste 1950

Court of Appeals
Division 1
One Union Square
600 UNIVERSITY STREET
Seattle WA 98101

2015 SEP 14 PM 12:03

COURT OF APPEALS DIV 1
STATE OF WASHINGTON

(2)

Glacier Fish Company

INJURY REPORT FORM

To be completed by injured person.
To assure prompt receipt of treatment and benefits, please complete all portions of this form.

Injured Person's Name: Ahmed, Elsadig

Social Security #: 481-35-5619

Vessel Name: Pacific Glacier

Date of Injury: OFF load 6-22-10

Time of Injury: _____ AM: PM:

When did you first report this injury? _____ AM: PM:

To Whom: Joe GAIZA

Were you on duty at the time of this injury? YES NO

How long had you been on duty when the accident occurred? 2 hrs

What part of your body was injured? (Including left or right) Both hands Finger Tips

Did you stop work immediately? YES NO

Detailed description of accident (attach additional sheets if necessary) Frost Bite on Finger

Tips

What were you doing when the accident occurred? OFF loading in freezer hold

2010 SEP 14 PM 12:04
COMPTON ARRESTS DIV
STATE OF WASHINGTON

Glacier Fish Company

Was this your usual work? Yes

Exact location of accident on vessel (e.g. Port Side, 10' Aft of House, Main Deck)

Freezer hold / cargo hold

What equipment was involved? no

Please identify the specific object which caused your injury: cold

Please describe your physical complaints: Loss of Feeling in Finger tips

Have you ever had a similar injury? YES NO

When: _____

Explain: _____

Do you believe anyone is to blame for the accident? YES NO

If "Yes", who? _____

Were there any Witnesses to the accident? YES NO

Full Names of all Witnesses (Circle "E" if eyewitness, "K" if person has knowledge of circumstances)

_____ E | K |

_____ E | K |

How could this accident have been avoided? ? Very cold in hold

What caused this accident to occur? _____

7-3-2010
Date of Report

[Signature]
Signature of Injured Person

With my signature, I hereby attest to the fact that all of the information provided in this report is true and correct to the best of my knowledge.

Glacier Fish Company

3

INJURY REPORT FORM

To be completed by injured person
To assure prompt receipt of treatment and benefits, please complete all portions of this form

Injured Person's Name: Elsadia Ahmed

Social Security #: 481-35-5619

Vessel Name: Pacific Glacier

Date of Injury: 9/14/12

Time of Injury: 14:00 AM (PM)

When did you first report this injury? 12:00 AM PM NOON 9/15/12

To Whom: Jeffrey C Ivie MATE

Were you on duty at the time of this injury? (YES) NO

How long had you been on duty when the accident occurred? 2 hours

What part of your body was injured? (Including left or right) Both Finger Tips, feet.

Did you stop work immediately? YES (NO)

Detailed description of accident (attach additional sheets if necessary) Elsadia Reports
That his fingers and feet become cold and painful with
pain radiating up his wrists and arm. This
happens while candling - Jeff Ivie for Elsadia
Ahmed Jeffrey C Ivie

FILED
COURT OF APPEALS CIVIL
STATE OF WASHINGTON
23 SEP 14 PM 12:04

What were you doing when the accident occurred? candling in the factory

Glacier Fish Company

Was this your usual work? yes

Exact location of accident on vessel (e.g. Port Side, 10' Aft of House, Main Deck)

conding Table in The center of The factory

What equipment was involved? None

Please identify the specific object which caused your injury: Cold

Please describe your physical complaints: Pain in fingers and feet

Have you ever had a similar injury? YES NO

When: 2 years

Explain: Reports this has been happening for 2 years

Do you believe anyone is to blame for the accident? YES NO

If "Yes", who? _____

Were there any Witnesses to the accident? YES NO

List Names of all Witnesses (Circle "E" if eyewitness, "K" if person has knowledge of circumstances)

N/A E K

_____ E K

How could this accident have been avoided? unknown

What caused this accident to occur? unknown

9/15/12
Date of Report

[Signature]
Signature of Injured Person

With my signature, I hereby attest to the fact that all of the information provided in this report is true and correct to the best of my knowledge.

Glacier Fish Company

_____ E ___ K ___
_____ E ___ K ___
_____ E ___ K ___
_____ E ___ K ___

27) Drug/Alcohol Test administered? Yes ___ No (Do immediately if possible)

VESSEL INFORMATION:

1) Location of Vessel: (Latitude/Longitude/Port): _____ *N/A*

2) Conditions: Sea (wave heights, etc.) _____ *N/A*

3) Weather: (clear, snow, rain, fog, other) _____

4) Air Temp: (°F) _____

5) Time: (daylight, twilight, night, etc.) _____

6) Visibility: (good, fair, poor) _____

7) Distance: (Miles of Visibility) _____

8) Wind Speed and Direction: _____

9) Tidal Current Speed and Direction: _____
FWD AFT

10) Draft: (ft., in.) _____

11) Navigation Information: Moored, docked or fixed _____ Anchored _____ Underway/drifting _____

12) Speed and Course: _____

13) Last Port: Dutch Harbor

12) Next Port: Dutch Harbor

14) Was a separate injury report form filled out? Yes No _____

15) Was the person with the injury assisted with filling out the report? Yes No _____
If so, by Whom? Jeffrey C Ivie

16) Date injury report form was filled out: 9/15/12

17) Person completing Accident Report form: Jeffrey C Ivie

18) Signature: Jeffrey C Ivie 19) Today's Date: 9/15/12

copy

(4)

PHYSICAL CAPACITIES EVALUATION

Client: Elsadig Ahmed

Date Of Evaluation: August 28, 2013

Date Of Injury: June, 2010; September, 2012

Diagnosis: Status post frostbite injury, both hands

Physician: Elizabeth Joneschild, MD; William Berg, MD

Referral Purpose: Elsadig Ahmed was referred for this evaluation by his attorney, Bob Anderson, in order to identify functional deficits in both hands, status post frostbite injury. Areas to be evaluated were range of motion, strength, sensory function, dexterity, lifting, and static and dynamic strength in the injured hands, compared to normative values for standardized tests, where available.

Date Of Birth: 8/15/1972

Hand Dominance: Right

Height: 5 ft., 6 in.

Weight: 160 lb.

Heart Rate: 96

Blood Pressure: 130/86

Medical History: Mr. Ahmed was injured on June 22, 2010, after working for a prolonged period of time in the freezer on a catcher/processor vessel. He sustained frostbite injuries to both hands and both feet. He was treated initially at the Iliuluik Family Health Services facility in Unalaska, Alaska. He returned to the Seattle area and was followed at US Healthworks.

He eventually returned to the same job and was re-injured on September 14, 2012. He returned to Seattle and was followed at US Healthworks and later referred to William Berg, MD, a neurologist, who diagnosed peripheral neuropathy due to the frostbite injury. In late 2012, nerve conduction studies revealed carpal tunnel syndrome in both hands, right worse than left. Mr. Ahmed was referred to Elizabeth Joneschild, MD, at Seattle Hand Surgery, who surgically released the right carpal tunnel syndrome on February 19, 2013.

Mr. Ahmed is still under the care of Dr. Berg for the neuropathy/neuropathic pain due to the frostbite injury.

FILED
COURT OF APPEALS CIV 1
STATE OF WASHINGTON
2013 SEP 14 PM 12:04

Occupation At Time Of Injury: Commercial fisherman/processor

Vocational History: Mr. Ahmed stated that his family did farming work in Sudan, and he briefly did housekeeping work before he worked as a commercial fisherman.

Social History: The client said that he is married and has two small children. His parents and siblings live in Sudan.

Present Complaints:

1. Mr. Ahmed emphasized that the main problem with his hands is sensitivity to cold temperatures. Even the less extreme cold of the Pacific Northwest causes this reaction. He stated that the finger tips turn white, and with prolonged exposure, the whole hand turns white and the sensory function is impaired. The same thing happens to his feet, and an altered sensation occurs in his whole body.
2. If he walks in shoes outside, Mr. Ahmed said, he develops paresthesia in his feet, especially in cooler weather.
3. The client reported pain in his hands and feet, especially the fingers. The pain is present all the time, but increases with exposure to cold temperatures.
4. He stated that he has limited strength in his hands.
5. Mr. Ahmed described paresthesia in the left ring finger and stated that he felt that the knuckle (metacarpophalangeal joint) seemed to rest in an altered position.
6. The client reported pain in both wrists (volar aspect) with repetitive use.
7. He stated that he drops things when his hands are cold.
8. Mr. Ahmed said that he feels a decrease or change in his sexual function, "it's not like before."

Increase Of Symptoms: Symptoms in the hands increase with exposure to cold or repetitive use.

Decrease Of Symptoms: The client stated that he wears gloves with exposure to even mild cold temperatures, heavier gloves with more extreme cold, warms his hands, and takes rest breaks.

Medications: Mr. Ahmed stated that he was taking Gabepantin for pain control and improvement in peripheral nerve function, with good results, but the insurance company no longer reimburses him for the medication, so he stopped taking it. He takes Tylenol occasionally for pain control.

Tobacco, Alcohol And Caffeine Use: Mr. Ahmed said that he does not smoke or drink alcoholic beverages. He occasionally drinks coffee or tea.

Assistive Devices: The client brought his light weight gloves, which he uses in mild cold weather, and said that he uses heavier gloves if the weather is colder.

Daily Living Skills: Mr. Ahmed scored 36.36 on the Activities of Daily Living section of the QuickDASH functional checklist (lower score indicates lower impairment; 100 indicates most impairment). He scored 100 on the Work section.

The client reported mild to moderate difficulty with many self care and household tasks. He stated that he often does not sleep well due to pain in his hands. He noted mild impairment when shaving, washing his hair, fastening buttons, and showering. He stated that it is difficult for him to change bed linens because it is painful to place the fitted sheet and tuck in the flat sheet. Heavier tasks, such as vacuuming, washing floors, and carrying heavier objects are difficult. He stated that it is very difficult for him to use scissors or other tools, hold the steering wheel of a car for long periods of time, and hold a telephone for long periods of time due to pressure on the finger tips. Any handling of cold objects causes pain in his hands, and a lack of strength and coordination.

Vocational Goals: Mr. Ahmed has met with a vocational counselor, he said, and had some testing, but has not yet developed a vocational goal.

Pain Evaluation: A visual analogue pain scale rating form was used to help quantify the client's response to the activities he/she was required to perform. The form has a horizontal line, 10 cm. in length, the left side of which represents "No Pain" and the right side, "The Worst Pain Imaginable." The client is asked to make a mark on the line which represents his/her relative pain level. The distance, in cm., is later measured and a numerical value is obtained.

The client rated the pain in his right hand at a 4.5, and the left slightly less than 4.5, before the evaluation.

OBJECTIVE FINDINGS:

Punctuality: Mr. Ahmed arrived punctually for his 8:30 a.m. appointment. He was appropriately dressed and neatly groomed. He was given a 10 minute morning break, and a 45 minute lunch break, and returned promptly from both.

Range Of Motion: Active range of motion was within normal limits for both hands and arms. All finger tips approximated the palmar crease, and both thumbs approximated the head of the 5th metacarpal.

Strength: Measurements in pounds are shown below and compared to norms established by Mathiowetz, et al. Grip strength measurements were taken on the Jamar Dynamometer on the second handgrip span position. Pinch strength was measured on the Preston pinch gauge. Measurements were taken three times each. The averages are shown below. The "C.V." column lists coefficients of variation, "% Diff" shows the difference between the client's score and the mean.

	Right	Mean	C.V.	% Diff.		Left	Mean	C.V.	% Diff.
Gross grasp	37.7 lb.	116.8 lb	22%	-67.7%		35 lb.	112.8 lb	14.6%	-69%
Tip pinch	4.5	17.8	11	-74.7		5	17.7	17	-71.8
Three-jaw pinch	3.8	24.5	7.5	-84.5		4.5	24.8	11	-81.9
Lateral pinch	16.2	25.6	1.8	-36.7		16.5	25.1	9	-34.3

Before and after the evaluation, grip strength measurements were also taken on the Jamar Dynamometer in all five handgrip span positions. Measurements showed a bell-shaped curve pattern, with greater efforts on the middle positions, shown in a study by Stokes

(1984) to indicate sincere effort. The measurements taken after the evaluation showed similar consistency of effort.

Edema/Circumference:

Volumeter:

	Before	After	% Change
Right hand	550 ml.	565 ml.	+3%
Left hand	545 ml.	565 ml.	+4%

Circumferential measurements:

	Before	After			Before	After
Right hand, prox. phalanx				Left hand, prox. phalanx		
Thumb	74 mm.	76 mm.		Thumb	72 mm.	73 mm.
Index	71	73		Index	66	69
Middle	66	71		Middle	70	73
Ring	65	70		Ring	65	67
Little	60	62		Little	57	60

Sensory Evaluation:

Two methods were used to assess the palmar surface of both hands. Please refer to attached "maps" for graphic representation of results.

Semmes-Weinstein Monofilaments: This test measures the ability to perceive cutaneous pressure. Small monofilaments of fish-line, mounted on plastic rods and varying in diameter, are used to determine the lightest amount of pressure the touch/pressure receptors in the skin can perceive.

The palmar surface of the right hand tested in the Diminished Light Touch range, with the exception of the ulnar pad of the thumb, the distal index finger, most of the middle and ring fingers, and the distal small finger, which were in the Diminished Protective Sensation range. The tips of the index, middle and ring fingers were the most impaired. The dorsal aspect of the right hand tested in the Diminished Light Touch range on the proximal segments of all digits, and in the Diminished Protective Sensation on the distal segments.

The palmar surface of the left hand tested mostly in the Diminished Light Touch range, except for the distal thumb, index, middle, ring and small fingers, which were in the Diminished Protective Sensation range. The dorsal surface of the left hand tested in the Diminished Light Touch range on the proximal portions of all digits except the small finger, which was entirely in this range, and the Diminished Protective Sensation range on the distal segments of the remaining digits.

Two-Point Discrimination:

This test assesses the ability to determine whether the skin is being touched with one point or two.

The tips of the digits of the right hand were in the "Fair" range at 6 – 8 mm. The left hand were in the "Normal" range at 5 mm., except for the ulnar aspect of the small finger, which was in the "Fair" range.

DEXTERITY TESTS:

Minnesota Rate of Manipulation: This test involves placement of round discs (1" diameter) in holes on a large board. Motion patterns which involve reaching approximately 18 inches in front of the body on a testing table are required. Percentile scores were as follow:

	Right	Left
Placing test	<1%	<1%
Turning test (bilateral)		<1%

Mr. Ahmed handled the discs more accurately with the left hand than the right, and had faster times, although still below norms established for this test. He reported fatigue with the right hand after performing this test.

Purdue Pegboard: This dexterity test requires placement of small (1-1/2 inch) pegs in holes on a board with one hand at a time, both hands at the same time, and assembly of a pin, washer and collar. The test is performed at table height with the hands about 15 inches in front of the body. Percentile scores, compared to normative groups, were as follow:

	Male hourly production workers	Male applicants for maintenance & service jobs	Male applicants for general factory work
Right hand	<1	<1	<1
Left hand	1	2	<1
Both hands	1	4	<1
Assembly	3	<1	1

O'Connor Tweezer Dexterity Test: The client was required to use tweezers to insert small pins in a board with small holes. The board is small (approximately 8 inches square) and the work is performed on a table immediately in front of the body.

Mr. Ahmed had significant difficulty when performing this task with the right hand. The test was stopped after 5 minutes because his frustration level appeared to be increasing.

Bennett Hand Tool Dexterity Test: The client uses simple mechanic's tools to disassemble and reassemble nuts and bolts on a wooden frame. The test requires bilateral hand use. When compared to all normative groups, Mr. Ahmed scored below the 1st percentile, except for Applicants for Assembly & Maintenance Positions at a Manufacturing Company, in which he scored in the 3rd percentile.

Following the Dexterity tests, pain ratings were 4.5 for the left hand, and 5.0 for the right.

FUNCTIONAL STRENGTH TESTS

Maximum Lift Test: All lifts were performed using the WEST II, an apparatus consisting of two sturdy metal uprights with bolt heads mounted every six inches. A weight bar or basket may be hung on the bolt heads. Beginning with 5 lbs., weight is added in 5-lb. increments until it is determined by the client or the therapist that it is not safe to continue.

Mr. Ahmed was able to lift up to 25 lb. to a level of 78 inches (full overhead extension) and lower it to the floor. He was able to lift up to 35 lb. to a level of 66 inches (top of his head) and lower it to the floor. He was able to lift 45 lb. to a level of 30 inches (thigh level) and lower it to the floor.

Unilateral lift: These lifts are performed using a bucket which weighs less than 1 lb. Weight is added as above.

Right: The client was able to lift up to 20 lb. in the bucket and carry it for a distance of 100 feet.

Left: The client was able to lift up to 20 lb. in the bucket and carry it for a distance of 100 feet.

Pain ratings following the Maximum Lift tests were 5 for the left hand, and 5.5 for the right.

Static/Dynamic Strength Tests: Right and left comparisons for **static strength** are shown below for selected motions and tool handles on the LIDO Workset. All measurements were taken isometrically. Measurements for push/pulling are shown in foot-lbs., pronation/supination in inch-lbs.

	Average Torque (Coeff. of Variation)		Peak Torque		% R/L
	Right	Left	Right	Left	
Push	43 (11%)	42 (11%)	47	46	102%
Pull	82 (5%)	83 (17%)	85	102	83
Supination	18 (20%)	30 (3%)	31	21	68
Pronation	25 (8%)	27 (8%)	27	29	93

Comparisons for **dynamic strength** are shown below in foot-lbs. for push/pulling and inch-lbs. for all other tools. "R/L" refers to Total Work.

	Average Power		Total Work		% R/L
	Right	Left	Right	Left	
Push	8	11	657	820	80%
Pull	9	11	681	838	81
Supination	46	44	4032	3362	120
Pronation	55	43	4401	3353	131
Wrist flexion	63	60	4945	3639	137
Wrist extension	39	37	3083	2355	131
Grip device	60	83	4232	5398	78



State Fund Claims: Dept of Labor and Industries - Claims Section
PO Box 44291, Olympia WA 98504-4291

INSURER ACTIVITY PRESCRIPTION FORM (APF)

Self-Insured Claims: Contact the Self Insured Employer (SIE)/
Third Party Administrator (TPA)*

Bill Code: 1069M State Fund claims, Bill Code: 1073M SI Claims
Reminder: Send chart notes and reports to L&I or to SIE/TPA as usual

General Info	Worker's Name: AHMED, ELSADIG	Visit Date: 5/20/13	Claim Number:
	Health Care Provider's Name (printed) LIU, AMY L., A.R.N.P.	Date of Injury: 9/15/12	Diag. 782.0 SKIN SENSATION DISTURB

Released for work? Worker is released to the job of injury without restrictions as of (date): 05 / 20 / 13 Skip to "Plans" section below.

Worker may perform modified duty, if available, from (date):
____/____/____ to ____/____/____

Worker may work limited hours: ____ hours/day from (date):
____/____/____ to ____/____/____

Worker is working modified duty or limited hours:
Please estimate physical capacities below and complete the key objective.

Worker not released to any work from (date): ____/____/____ to ____/____/____

Prognosis poor for return to work at the job of injury at any date

May need assistance returning to work

Capacities apply 24/7, please estimate capacities below and provide key objective findings at right.

Required: Key Objective Finding(s)
NO EXAM DONE TODAY, DISCUSSED CASE FOR 15-20 MINS WITH PATIENT AND SPOKE TO SCOTT ROBINSON FOR 3-5 MINS

Capacity duration (estimate days): 1-10 11-20 21-30 30+ permanent

Worker CAN: (Related to work injury) Blank space = Not restricted

	Never	Seldom 1-10% 0-1 hour	Occasional 11-33% 1-3 hours	Frequent 34-66% 3-6 hours	Constant 67-100% Not Restricted
Sit					
Stand / Walk					
Climb (ladder / stairs)					
Twist					
Bend / Stoop					
Squat / Kneel					
Crawl					
Reach (Left, Right, Both)					
Work above shoulders L, R, B					
Keyboard L, R, B					
Wrist (flexion/extension) L, R, B					
Grasp (forceful) L, R, B					
Fine Manipulation L, R, B					
Operate foot controls L, R, B					
Vibratory tasks; high impact					
Vibratory tasks; low impact					

Other Restrictions / Instructions:
SHOULD AVOID WORKING IN COLD WEATHER, WOULD RECOMMEND AGAINST WORKING ON FISHING BOATS IN ALASKA IN COLD/WET ENVIRONMENTS

Employer Notified of Capacities? Yes No
Modified duty available? Yes No
Date of contact: ____/____/____
Name of contact: _____
Notes:

Note to Claim Manager:
DISCUSSED CLAIM WITH SCOTT. ERIC S TRANDBERG, MANAGING PHYSICIAN WILL DISCUSS WITH RENEE. PT STATES HE CANNOT USE FINGERS DUE TO PAIN
States he never had frostbite b
New diagnosis: Galathea Fish
Opioids prescribed for: Acute pain or Chronic pain

Required: Plans

Worker progress: As expected / better than expected.
 Slower than expected. Address in chart notes.

Current rehab: PT OT Home exercise
 Other GABAPENTIN

Surgery: Not Indicated Possible Planned

Comments:

Next scheduled visit in: ____ days, ____ weeks.
 Treatment concluded, Max. Medical Improvement (MMI)
Any permanent partial impairment? Yes No Possibly
If you are qualified, please rate impairment for your patient.
 Will rate Will refer Request IME
 Care transferred to: (NO)
 Consultation needed with: _____
 Study pending: _____

Sign

Signature (Required) _____ (206) 682-7418 Date: 05 / 20 / 13
 Doctor ARNP PA-C
Phone number
 Copy of APF given to worker Talking points (on back) discussed with worker

GLACIER FISH COMPANY

Copy

7

Westlake Avenue North
C Building, Suite 900
Seattle, WA 98109



Phone (206) 298-1200
Fax (206) 298-4750

October 24, 2012

To Whom It May Concern:

This letter is to inform you that **Elsadig Ahmed, Social Security number 481-35-5619**, has been a valued employee of Glacier Fish Company, LLC since February 8, 2010. Mr. Ahmed has worked onboard the F/T PACIFIC GLACIER as a Processor and has consistent work performance.

Following is the annual wages that Mr. Ahmed has earned each year since he started with Glacier Fish Company, LLC.

2010	\$27,139.01
2011	\$41,567.01
2012	\$71,488.50 YTD

FILED
COURT OF APPEALS CIVIL
STATE OF WASHINGTON
SEP 14 PM 12:04

If you have any questions regarding Mr. Ahmed's employment with the company please call.

Sincerely,

Cynthia Thompson
Personnel Manager

Very truly yours,
CPR Management Services, LLC



Scott Robinson

Enclosures:

1. Release
2. Rights of seaman
3. Right to consult or retain counsel

cc: Vessel interests

June 17, 2013

Ahmed Elsadig
16043 Military Road S #303
Seattle, WA 98188

Assured : Glacier Fish Company, LLC
Vessel : F/T "PACIFIC GLACIER"
Date of Injury : September 22, 2012
Claimant : Ahmed Elsadig

Dear Mr. Elsadig,

Please be advised that I have been asked by Glacier Fish Company to handle a claim for injury sustained on the F/T "PACIFIC GLACIER". I have been advised that you sustained an injury to your fingers & toes while working in the service of the vessel.

This letter will serve to confirm that we have settled your claim for **\$20,000.00** new money. I enclose the documents we need you to review and sign in order to consummate the settlement upon which we have agreed. The "Release of All Rights" document requires that you fill in all the blanks as directed, if you agree to the terms. Please complete that form and sign it. On the back side, you will see the witness/notary sections. You need the document signed as well by either a witness or you need to get it notarized by a Notary Public. Please be sure that you do not actually sign your name in the final signature line (on the front page) until you are before the witness or notary, so that the witness or Notary actually sees you sign the document.

We also enclose documents entitled "Rights of Seamen" and "Acknowledgement of Right to Consult and/or Retain Attorney." The Rights of Seamen document outlines your rights as an injured seaman; please read and sign that document. Please do the same with the Acknowledgement of Right to Consult and/or Retain Attorney. Please sign off on that document as well.

Also keep in mind that CPR Management Services, LLC is not your advocate; we have an adversarial relationship. You do not have to sign this release. You do not have to settle your claim.

If you have any questions or additional information that you feel should be considered in this matter please contact the undersigned.

SETTLEMENT, RECEIPT AND RELEASE AND HOLD HARMLESS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **Ahmed Elsadig**, for and in sole consideration of the sum of **Twenty Thousand and 00/100 (\$20,000.00)** in addition to any sums previously received by the undersigned and/or paid by or on behalf of any of the parties being released as a result of the accident identified below, the receipt and sufficiency of which is hereby acknowledged, does hereby release, discharge and forever acquit

Glacier Fish Company, LLC & the vessel "PACIFIC GLACIER", its owner(s), charterer(s), operator(s), agent(s), underwriter(s), insurer(s), officer(s), and crew and any and all other persons, firms, corporations or entities having any interest in or connection with said vessel, persons or entities liable, or who might be claimed to be liable, and each and all of them (identified as the parties being released),

of and from any and all loss; future, past and present liability for general maritime remedies; damage; claim; suit; cause of action or theory of recovery relating to or resulting from

an illness or psychotic episode which occurred on or about **SEPTEMBER 15, 2012** waters of the **Bering Sea- Alaska** while **Ahmed Elsadig** was working aboard the **"PACIFIC GLACIER"** and suffered injuries and or illness in the form of **loss of feeling in fingers & toes and or generalized injury claims in this loss** (identified as the accident).

Ahmed Elsadig further acknowledges that this Settlement, Receipt and Release is full, final and complete release of any and all claims that he may have against the parties being released under the General Maritime Law (including all past, present and future claims for general maritime remedies), Jones Act, unseaworthiness and any and all other types of recovery systems.

In particular, but without prejudice to the generality of the foregoing, the undersigned acknowledges that in making this Settlement she fully understands the following:

1. He has sustained serious injuries which include, **but are not limited to**, the following injuries, from which he may not be completely recovered, and which have resulted in and/or could result in some degree of permanent disability: **loss of sensation fingers & toes, cold sensations and/or illness**.

2. As a result of these injuries, **Ahmed Elsadig** continues to experience limitation and disability as a result of his injuries. He acknowledges that he may require future medical care and/or incur expenses for medications.

3. Immediately prior to his injury the undersigned was capable of earning and was, in fact, earned substantial sums as a seaman and/or in other lines of work. As a result of the accident, he has lost earnings and he realizes he may lose additional earnings in the future.

4. **The undersigned acknowledges that he had and has the right to consult an attorney to discuss his legal rights, including the right to institute, suit and/or pursue a claim for injuries and damages he may have sustained as a result of the accident.**

5. The undersigned realizes that he would have the right to have her claim tried before a court or jury in any lawsuit. The undersigned acknowledges that it is impossible to predict how a jury or court would resolve the disputes and, therefore, by signing this Release he recognizes and agrees that he is resolving all disputes forever against the parties being released and named above.

6. The undersigned realizes that this settlement is final and binding on himself, his heirs, assigns, representatives and agents as well as final and binding on the parties being released, and further realizes that he is giving up forever the right to recover more money from the released parties. This settlement is final regardless or whether the undersigned has been paid too much or too little.

7. This Settlement, Receipt and Release is intended to cover, as between **Ahmed Elsadig** and the parties being released, any and all past and future injuries, illnesses, diseases, or problems of any type or nature whatsoever arising out of or in any fashion relating to the aforementioned accident, to include those which are now known as well as those which are not known to any party but which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action thereof.

8. No promise or agreement outside of this Settlement, Receipt and Release has been made to the undersigned, and in executing this Settlement, Receipt and Release he is not relying upon any statement or representation made to her by any of the parties being released or by anyone who has acted for them or on their behalf, but he is relying solely on her own judgment.

9. The undersigned, **Ahmed Elsadig**, agrees to indemnify and hold harmless all persons, firms, corporations, entities and the vessel released herein of and from any and all claims or suits brought by any person or entity, against any or all persons, firms, corporations, entities or vessels released herein, arising out of the injuries to **Ahmed Elsadig** allegedly sustained on or about **September 15, 2012** and thereafter.

10. The undersigned acknowledges that she has read this Settlement, Receipt and Release and Agreement and knows and understands the full contents and effects of it, and he hereby fully and consciously contracts with all released parties, firms and corporations to release them from any and all liability and responsibility of any kind on account of such accidents, illnesses, injuries, recurrences, aggravations and disabilities and resulting conditions, and the consequences thereof, whether known or unknown, past, present or future.

11. The undersigned acknowledges that he is signing this Settlement, Receipt and Release and Agreement because he is receiving the money identified at the beginning of this document; he is not forced into signing this document by any person or circumstance. The undersigned acknowledges that he has not been promised anything that is not set forth in this document.

12. **I acknowledge and agree that CPR Management Services is not my advocate. I acknowledge and agree that the undersigned has an adversarial relationship with CPR Management Services.**

13. THEREFORE, I am signing my name upon the words, THIS IS A RELEASE OF ALL CLAIMS AGAINST THE PARTIES OUTLINED HEREIN to show that I agree with, agree to be bound by and mean everything that is set forth in this document.

X _____
(Ahmed Elsadig)
(This is a release of all claims against the parties outlined herein)

State of _____ }
City of _____ } ss.:

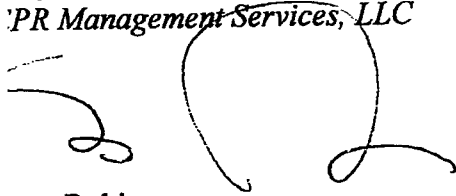
On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing Settlement, Receipt, Release and Agreement and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2013__.

NOTARY PUBLIC in and for
the State of _____, residing at
My commission expires: _____.

Very truly yours,

CPR Management Services, LLC



Scott Robinson

Enclosures:

1. Release
2. Rights of seaman
3. Right to consult or retain counsel

cc: Vessel interests

Maintenance and Cure

A seaman has the following rights: A seaman has the right to recover for maintenance and cure as a result of injuries or sickness occurring in the service of the vessel. This right in no way depends upon his proving that the shipowner was negligent, or upon the shipowner proving that the seaman was guilty of contributory negligence. Even if the shipowner was not negligent and even if the seaman was negligent, he can still recover maintenance and cure. The seaman can recover for maintenance and cure whether or not the sickness or injury takes place on board the vessel or on land as long as the injured seaman is in the service of the ship. The injury or sickness does not have to arise as the result of his employment. He is entitled to maintenance and cure until such time as a cure has been effected or until such time as everything has been done for him that could be done towards effecting a cure. Maintenance and cure includes nursing, medicines, doctors, hospitalization, board and lodging similar to what he would have received while on board the vessel. The seaman is also entitled to wages for the duration of his contract.

II

Unseaworthiness

A seaman is entitled to recover for unseaworthiness of the vessel, its appliances, masters or members of the crew. This right to recovery for unseaworthiness is in addition to and not in place of the right to recovery for maintenance and cure. The seaman is allowed to have recovery under both rights. Under his right to recover for unseaworthiness he can recover for pain and suffering, injury, impairment of earning capacity, medical bills, hospital bills that he has incurred, and all reasonable losses that arose as a result of his injury or sickness which is a direct result of the unseaworthiness. The seaman does not have to prove that the owner of the vessel was negligent. The seaman does not lose this right or recovery under this doctrine if he has been guilty of contributory negligence. His negligence can be considered merely for the purpose of diminishing or reducing the amount of his recovery. The shipowner's duty to provide and maintain a seaworthy vessel is a non-delegable duty.

III

The Jones Act

The seaman also has the right to recover under the Jones Act. His right to recovery under the Jones Act is in addition to his right of recovery for maintenance and cure. He can recover for both. In order to recover under the Jones Act it is necessary for the seaman to prove negligence of the shipowner, or his agents, servants or employees. Again, contributory negligence on the part of the seaman does not bar recovery under the Jones Act. It merely goes toward the diminution of the damages. Under the Jones Act the seaman can recover for pain and suffering, injuries, impairment of earning capacity, medical bills, hospital bills and nursing which he has incurred himself, and all reasonable damages and losses which occurred as a result of the injury or sickness.

There is no limit to the amount which the seaman can recover under any of these rights.

I _____, residing at _____ have read the above document entitled "Rights of Seamen" and have understood the same. I have read this before signing any releases.

Signature

Date: _____

Witnessed:

**ACKNOWLEDGEMENT OF RIGHT TO CONSULT
AND/OR RETAIN ATTORNEY**

BY MY SIGNATURE BELOW, I, **Ahmed Elsadig**, in connection with my injuries and loss of future employment claims sustained on or about **September 15y 13, 2012** and **dating back to any work with GFC**, aboard the F/T "**PACIFIC GLACIER**", while working as a member of the crew, and thereafter, acknowledge that I have and had the right and the opportunity to consult with and/or retain an attorney to represent me both before and after any decision whether to pursue a lawsuit for remedies under the law as explained and outlined in the Rights of Seamen document I signed on this date. I have exercised my right to so consult to the extent I wish and I affirmatively attest that I understand my rights. I have decided I wish to resolve all claims I have or may have on the terms set forth in the "Release of All Rights" I signed on this date.

DATED this _____ day of June, 2013

Ahmed Elsadig

WITNESSED: _____

All Transactions

Ahmed Costs

Type	Date	Num	Name	Memo	Cir	Split	Original Amount
Check	08/06/2013	1466	Strategic Consulting Services	Ahmed vocational expert retainer		Bank of America Checking 8617	1,000.00
Check	08/12/2013	1471	IOD, Inc.	Ahmed medical records		Bank of America Checking 8617	158.69
Credit Card charge	06/19/2013		Court filing fee	Ahmed filing fee			242.50
Check	08/21/2013	1474	ABC Legal Services	Ahmed process service		Bank of America Checking 8617	84.50
Credit Card Charge	08/27/2013		FedEx	Ahmed		American Express 1016	35.26
Check	08/28/2013	1477	Highline Hand Therapy	Ahmed medical evaluation		Bank of America Checking 8617	875.00
Check	08/28/2013	1480	Strategic Consulting Services	Ahmed rehabilitation expert		Bank of America Checking 8617	860.00
Check	11/12/2013	1517	Strategic Consulting Services	Ahmed rehabilitation expert		Bank of America Checking 8617	280.00
Check	11/25/2013	1504	NPFVCA	Ahmed OSHA manual		Bank of America Checking 8617	328.50
Check	12/10/2013	1529	Seattle Deposition Reporters	Ahmed deposition		Bank of America Checking 8617	440.50
Check	12/10/2013	1530	Universal Language Services Inc.	Ahmed Interpreter		Bank of America Checking 8617	181.47
Check	12/18/2013	1534	Seattle Deposition Reporters	Ahmed depositions		Bank of America Checking 8617	485.00
Check	12/28/2013	1538	Verb8m Reporting	Ahmed deposition		Bank of America Checking 8617	219.50
Check	01/14/2014	1544	Universal Language Services Inc.	Ahmed Interpreter		Bank of America Checking 8617	363.51
Check	02/13/2014	1562	Diana Norman	Ahmed Interpreter		Bank of America Checking 8617	346.33
Check	02/20/2014	1566	Seattle Deposition Reporters	Ahmed deposition		Bank of America Checking 8617	130.00
Check	03/09/2014	1574	Pacific Northwest Legal Consultants	Ahmed IME nurse		Bank of America Checking 8617	325.00
Check	03/31/2014	1587	Seattle Deposition Reporters	Ahmed deposition of Wes Tabaka		Bank of America Checking 8617	293.50
Check	04/11/2014	1593	Rick Gleason	Ahmed retainer		Bank of America Checking 8617	2,000.00
Check	04/22/2014	1601	Minor & James	Ahmed Dr Berg Visit		Bank of America Checking 8617	375.00
Check	05/02/2014	1604	Nelson & Shields	Ahmed Interpreter		Bank of America Checking 8617	90.00
Check	05/12/2014	1609	Universal Language Services Inc.	Ahmed Interpreter		Bank of America Checking 8617	428.82
Credit Card Charge	05/23/2014		US Healthworks	Ahmed records		American Express 1016	160.00
Check	05/29/2014	1618	Seattle Deposition Reporters	Ahmed Pendleton deposition		Bank of America Checking 8617	297.50
Check	06/23/2014	1629	Seattle Deposition Reporters	Ahmed depositions 1/16, 4/9		Bank of America Checking 8617	428.00
Check	08/04/2014	1649	Universal Language Services Inc.	Ahmed Interpreter costs		Bank of America Checking 8617	220.00
Check	09/04/2014	1661	Highline Hand Therapy	Ahmed expert		Bank of America Checking 8617	225.00
Check	09/08/2014	1662	Seattle Deposition Reporters	Ahmed Fullilton deposition		Bank of America Checking 8617	306.50
Check	10/23/2014	1694	Dr. Kenneth Tucker	Ahmed deposition		Bank of America Checking 8617	1,500.00
Check	11/13/2014	1708	Edward M. Archibald	Ahmed mediation		Bank of America Checking 8617	1,050.00
Check	11/18/2014		King County DJA	Ahmed filing fee		Bank of America Checking 8617	21.49
Check	11/19/2014		King County DJA	Ahmed filing fee		Bank of America Checking 8617	21.49
Credit Card Charge	11/21/2014		Expedia	Ahmed travel to Seattle		American Express 1016	979.20
Check	11/25/2014		King County DJA	Ahmed filing fee		Bank of America Checking 8617	21.49
Check	11/28/2014	1697	Seattle Hand Surgery	Ahmed medical records		Bank of America Checking 8617	90.00
Check	11/28/2014		King County DJA	Ahmed filing fee		Bank of America Checking 8617	21.49
Check	11/28/2014	1698	Minor & James	Ahmed Dr Berg Deposition		Bank of America Checking 8617	1,500.00
Check	12/02/2014	1714	Seattle Deposition Reporters	Ahmed Dr. Berg Deposition		Bank of America Checking 8617	341.00

All Transactions

Check	Date	Check No.	Description	Amount
Check	12/02/2014	1715	Strategic Consulting Services	70.00
Credit Card Charge	12/04/2014		Office Depot	35.00
Check	12/15/2014	1716	Strategic Consulting Services	1,322.10
Check	01/05/2015	1722	Universal Language Services Inc.	<u>624.84</u>
Check	01/05/2015	1723	Verb8m Reporting	192.00
Check	01/06/2015	1703	Kenneth Tucker	375.00
Check	1/27/2015	1736	Seattle Deposition Reporters	633.00
				<u>19,978.18</u>
			Less retainer fee for Rick Gleason	2,000.00
			Total due:	<u><u>\$17,978.18</u></u>

O·M·A·C

OBJECTIVE MEDICAL ASSESSMENTS

Legal Exam Confirmation

Thank you for choosing OMAC for your IME referral! This letter serves to confirm your scheduled evaluation and contains important information regarding your evaluation and OMAC policies. Please let us know if you have any questions or concerns. We are happy to assist in any way we can.

Medical Records Information

The deadline for Records and Cover Letter Delivery is: **02/05/2014**

Regardless of exam location, please send all records to:

OMAC
401 2nd Ave South, Ste. 110
Seattle, WA 98104

Appointment Details

Regarding: Elsadig Ahmed

Time of Appointment: 10:30 AM (Arrive by: 10:15 AM)

Date of Appointment: 02/26/2014

Physician(s): Dr. Tucker

Location of Appointment:

The Dock Building
535 Dock Street, Suite 114
Tacoma, WA 98402

Appointment Fees

OMAC's fees vary by medical provider and are charged according to the total time he or she spends reviewing records, examining, and dictating findings. Depending on the case complexity and the quantity of records, the IME may exceed one hour and charges will be billed accordingly.

Base fees:

First hour: **\$1195.00**

Second and Third additional hour (per hour): **\$1050.00**

Each additional hour: **\$550.00**

Additional stipulations/fees:

The following additional fees apply to services should you or the opposing counsel request them. Please inform Client Services at least 7 days prior to your exam if any of these services apply.

- Videotaping by an independent videographer who has the capability to produce a copied tape for the doctor at the time of the exam. Charge: **\$500.00**
- Audio recording. Charge: **\$250.00**
- Legal representative attending the exam. Charge: **\$150.00**

Cancellation Policies and Fees

Your exam must be cancelled at least **five business days** (by 5pm) to avoid a late cancellation charge. Please be aware our medical providers may bill for time spent reviewing medical records for your case, regardless of whether the scheduled exam takes place or is cancelled.

Late Cancellation Fee: **\$597.50**

401 Second Avenue South • Suite 110 • Seattle, WA 98104 • Telephone: 206.324.6622

Toll Free: 1.800.331.6622 • Fax: 206.726.8605 • www.omacime.com

Clinic Locations throughout the Northwest