C	ase 5:17-cv-02438 Document 1 Filed 12/(04/17 Page 1 of 16 Page ID #:1					
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5							
6 7	Attorneys for Plaintiffs ROY BAKKILA and KARRIE BAKKILA						
8 9	UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION						
10	ROY BAKKILA and KARRIE BAKKILA,) Case No.:					
11	Plaintiffs,)) Honorable:					
12) v.)) Complaint For:					
13	CISCO'S SPORTFISHING, INC d/b/a)) 1) Negligence					
14 15	CHANNEL ISLANDS SPORTFISHING CENTER, a California Corporation; ROBERT	 2) Loss of Consortium 3) Negligent Misrepresentation 					
15	VALNEY, an individual; JOHN FUQUA, an individual; and DOES 1-10,	4) Intentional Misrepresentation					
17	Defendants.	,))					
18							
19)					
20)					
21)						
22)						
23	COMES NOW the Plaintiffs, by and through their undersigned counsel, and complain						
24	and allege as follows:						
25	INTRODUCTION						
26	This action arises from a maritime injury that occurred on the navigable waters of the						
27	United States. Specifically, Plaintiff, Roy Bakkila ("Mr. Bakkila"), was a passenger on a						
28	chartered fishing trip on a vessel named the Sea	biscuit. While Mr. Bakkila was aboard the vessel,					
	Complaint 1						

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another chartered passenger was reeling in a fishing line stuck in seaweed. As the passenger
reeled in the line, it was under tension. The line snapped and a metal sinker attached to the line
came back toward the boat at a high velocity. The metal projectile struck Mr. Bakkila in the right
eye like a bullet. Mr. Bakkila's right globe was destroyed resulting in a complete loss of vision in
the eye.

Defendants are all responsible for the injury and damages suffered by Plaintiffs. All 7 Defendants were negligent and their negligence was a direct and proximate cause of Plaintiffs' 8 9 injuries and damages. These negligent acts include but are not limited to: failing to safeguard the 10 passengers from injury, failing to instruct the passengers so as to prevent injuries to others, 11 failing to cut the line that was under tension, failing to supervise the passengers to ensure that 12 their actions were safe and reasonable, failing to adequately staff the crew to prevent dangerous 13 conditions, failing to provide proper medical attention, failing to provide proper medical 14 supplies, failing to properly report the injury to the Coast Guard, failing to warn of the perils 15 16 associated with the activity, failing to notify the passengers of what safety equipment they should 17 bring, failing to require the passengers to wear proper safety equipment, among other things as 18 described further below. In addition, Defendants misrepresented that the chartered fishing trip 19 was safe and suitable for novices and beginners.

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JURISDICTION AND VENUE

This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §
 1333(1). This is a civil case of admiralty and maritime jurisdiction because it involves a tort
 claim that occurred locally, on the navigable waters of the United States, and a sufficient
 relationship exists between the incident that caused the injury and maritime activity.
 The tort injury was to a paying passenger of a chartered fishing boat that

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potential effect of requiring other vessels to assist, calling upon the United States Coast Guard

operated on the navigable waters of the United Sates. The effect of that injury includes the

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1	for assistance, requiring deckhands/crewmembers of the vessel to assist with the injured				
2	passenger, the increased potential for a collision with other vessels in transporting the injured				
3	passenger back to shore for emergency medical treatment, among other things.				
4	3. To the extent there are other grounds for the Court's jurisdiction, and to the				
5 6	extent necessary, the Plaintiffs designate their claims as admiralty and maritime claims,				
7	pursuant to Federal Rule of Civil Procedure 9(h).				
8	4. The acts and omissions giving rise to Plaintiffs' claims occurred within the				
9	navigable waters of the United States. Specifically, in the North Pacific Ocean, off the California				
10	Coast near Ventura, in the Santa Barbara Channel, 1NM E of Santa Cruz Island. Therefore, the				
11	appropriate venue for this action is in the United States District Court for the District of				
12	California, Western Division.				
13 14	IDENTIFICATION OF PARTIES				
14	5. Plaintiff, Roy Bakkila (hereinafter "Mr. Bakkila"), is an adult and natural person				
16	who currently and at all times relevant hereto resided in Maricopa County, Arizona.				
17	6. Plaintiff, Karrie Bakkila, (hereinafter "Mrs. Bakkila"), is an adult and natural				
18	person. She is the wife of Mr. Bakkila. Currently, and at all times relevant to this Complaint,				
19	Mrs. Bakkila resided in Maricopa County, Arizona.				
20	7. Defendant, CISCO'S SPORTFISHING, INC d/b/a CHANNEL ISLANDS				
21 22	SPORTFISHING CENTER (hereinafter "CISCOS"), is a California Corporation who is				
23	authorized to do, and does, business in Ventura County, California. CISCOS operates a charter				
24	fishing trip business with its principal location at 4151 South Victoria Avenue, Oxnard,				
25	California 93035. Upon information and knowledge, CISCOS is principally located and				
26	domiciled in Ventura County, California.				
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8. Defendant, Robert Valney (hereinafter "Valney"), is a natural person and adult
 who, at all times relevant to this Complaint, owned the Seabiscuit. The Seabiscuit is a 55 foot
 passenger ship and charter fishing vessel (U.S.C.G. ID #507630) that Valney used, and uses, for
 chartered fishing trips arranged through CISCOS. It was also the vessel on which Mr. Bakkila
 was a passenger during the chartered fishing trip where he sustained the eye injury that is the
 subject of this Complaint.

9. Defendant, John Fuqua, is the ship captain or "skipper" (hereinafter "Fuqua") that 8 9 was operating the Seabiscuit and overseeing the chartered fishing trip of which Mr. Bakkila was 10 a passenger. Upon information and belief, he was hired by Valney or CISCOS for this purpose 11 and was working in an employment or agency capacity at the time of the acts described herein. 12 10. The true names and capacities of the defendants DOE 1 through 10 are unknown 13 to Plaintiffs at this time. These individuals may include, but are not limited to, the other 14 deckhands that were working at the time of Mr. Bakkila's injury and the passenger who was 15 16 reeling in the fishing line that broke. Therefore, Plaintiffs sue these defendants by such fictitious 17 names. Plaintiffs are informed and believe that each of the defendants designated as a DOE 18 acted wrongfully and/or negligently and is responsible in some fashion for Plaintiffs' injuries as 19 herein alleged.

11. Plaintiffs are further informed and believe that at all times mentioned herein and
at all other relevant times, each and every defendant was the agent, servant, employee and/or
representative of each and every other defendant and in doing the things herein complained of,
was acting within the course and scope of said agency, service, employment and/or
representation, and each and every defendant is jointly and severally liable for all injuries and
resulting damages incurred by Plaintiffs.

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1	STATEMENT OF FACTS					
2	12. On or about July 28, 2016, Mr. Bakkila and his son boarded the Seabiscuit for a					
3	chartered fishing trip organized, arranged and chartered through CISCOS.					
4	13. Mr. Bakkila and his son had planned on participating in a chartered fishing trip					
5 6	for several years. Mr. Bakkila researched chartered fishing trips off the coast of California and					
7	discovered CISCOS offering such trips. Mr. Bakkila had only been on one such trip before and					
8	did not have significant experience with open ocean fishing. Mr. Bakkila chose to use CISCOS					
9	because it held itself out as a provider of chartered fishing trips for individuals of all levels and					
10	ages. Specifically, CISCOS advertised that its chartered fishing trips were safe for beginners,					
11	children and others who lacked significant experience fishing on the ocean. (See pages from					
12	CISCOS website soliciting children and novices to participate in fishing trips attached hereto as					
13	Exhibit 1).					
14 15	14. Mr. Bakkila contacted CISCOS by telephone and chartered a fishing trip on the					
15	Seabiscuit. The Seabiscuit currently, and at the time, was one of several vessels that CISCOS					
17	offered for chartering fishing trips to the general public.					
18	15. Mr. Bakkila, chose the Seabiscuit because of its availability on the date that he					
19	wanted to charter the trip. Mr. Bakkila scheduled the trip for July 28, 2016.					
20	16. Prior to going on the chartered fishing trip, Mr. Bakkila reviewed the CISCOS					
21	website. Nowhere on the website did it mention anything regarding safety, the perils and hazards					
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23	associated with fishing, or advise that safety equipment, such as protective eyewear, was					
24 25	recommended, much less required.					
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Mr. Bakkila never received any documents, emails or other writings from any
 Defendants advising them of safety procedures, safety concerns or potential perils or hazards
 associated with deep-sea fishing with any specificity. Mr. Bakkila certainly did not receive any
 notice of the potential for severe eye injuries and the need for protective eyewear to protect
 against such injuries.

18. Upon information and belief, none of the passengers on the Seabiscuit, on July 28,
 2016, ever received any documents, emails or other writings from any Defendants advising them
 of safety procedures, safety concerns or potential perils or hazards associated with open ocean
 fishing with any specificity. Upon information and belief, the passengers certainly did not
 receive any notice of the potential for severe eye injuries and the need for protective eyewear to
 protect against such injuries.

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19. Mr. Bakkila never received any safety briefing, safety instructions, "safe fishing
practices" instruction or any instruction whatsoever from any Defendants *prior to* boarding the
vessel. He certainly did not receive any instruction on how to handle or reel in a line that was
caught in kelp, seaweed or otherwise entangled.

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20. None of the passengers on the Seabiscuit, on July 28, 2016, ever received any
safety briefing, safety instructions, "safe fishing practices" instruction or any instruction
whatsoever from any Defendants *prior to* boarding the vessel. The passengers certainly did not
receive any instruction on how to handle or reel in a line that was caught in kelp, seaweed or
otherwise entangled.

24 21. Mr. Bakkila never received any safety briefing, safety instructions, "safe fishing
 25 practices" instruction or any instruction whatsoever from any Defendants <u>after</u> boarding the
 26 vessel. He certainly did not receive any instruction on how to handle or reel in a line that was
 27 caught in kelp, seaweed or otherwise entangled.

1 22. None of the passengers on the Seabiscuit, on July 28, 2016, ever received any
2 safety briefing, safety instructions, "safe fishing practices" instruction or any instruction
3 whatsoever from any Defendants <u>after</u> boarding the vessel. The passengers certainly did not
4 receive any instruction on how to handle or reel in a line that was caught in kelp, seaweed or
5 otherwise entangled.

7 23. The only briefing that Mr. Bakkila and the other passengers received once on the
8 vessel and prior to embarking on the trip was a summary of where the vessel would attempt to go
9 and what fish they would attempt to catch.

10 24. On July 28, 2016, Bakkila and the other passengers boarded the vessel and began
11 the trip from Ventura Harbor at approximately 5:00 AM.

25. On the date of the trip, the vessel had on board approximately 24 paying
passengers. The captain of the vessel was Fuqua. There were also thee other individuals that
made up the crew, including one individual primarily tasked with preparing food in the galley
and two deckhands who were apparently tasked with assisting and overseeing the passengers
who were fishing. Upon information and belief, these deckhands were also fishing on the date of
the trip.

19 26. Upon information and belief, Valney and CISCOS hired Fuqua and the crew.
20 21 21 22 23 26. Upon information and belief, Valney and CISCOS were responsible for training the crew on how to perform their tasks and duties, including but not limited to, how to manage and oversee the passengers to prevent injuries to themselves and others.

24 27. Fuqua was responsible for overseeing his crew on the date of the injury to prevent
 injuries to others. CISCOS and Valney are, and were, vicariously liable for the negligent acts of
 Fuqua and the crew as they were authorized agents or employees of CISCOS and Valney
 operating in the scope of their employment or agency.

28. On July 28, 2016, at approximately 10:30 AM, the vessel was anchored or 1 2 stopped near Santa Cruz Island in the Pacific Ocean and the passengers were fishing. At or near 3 this time, one of the passenger's fishing line became entangled in kelp or seaweed. The 4 passenger was adjacent to Mr. Bakkila and the passenger attempted to reel in the line by pulling 5 on his fishing pole in an upward and sideways manner. In doing so, the passenger repeatedly 6 lifted the tip of his pole upward at an angle toward his shoulder as opposed to reeling it in with 7 the line below the top of the boat hull. The passenger did this repeatedly over the span of two to 8 9 three minutes and was, or should have been, observed and stopped by the deckhands tasked with 10 assisting, instructing and supervising the passengers. Eventually, the line snapped and broke and 11 a metal sinker or weight came back toward the boat from the ocean at a high velocity. Since the 12 passenger was pulling the line in an upward direction, above the boat hull, when the line broke it 13 traveled back above the boat hull and struck Mr. Bakkila in the right eye like a bullet. The 14 projectile immediately exploded his globe causing Mr. Bakkila a significant eye injury. 15 29. 16 The injury was reported to Fuqua who then contacted the United States Coast 17 Guard to report a maritime casualty. Upon information and belief, Fuqua discussed a medical air 18 evacuation with the United States Coast Guard. Upon information and belief, Fuqua failed to 19 adequately describe the injury to the United States Coast Guard and its air surgeon/medic. 20 Instead, Fuqua advised that a passenger had caught a hook in his eye, not that his globe had been 21 exploded by a projectile at high velocity. As a result, the air surgeon/medic, recommended 22 against an air evacuation and instead instructed the boat to head back to shore. 23 24 30. Fuqua pulled up the anchor and headed back to the Ventura harbor. The trip took 25 approximately one hour and twenty minutes. During that time, Mr. Bakkila was attended to by a 26 passenger and at least one of the deckhands. However, the first aid kit on the vessel was 27 inadequate and in disarray and lacked the supplies necessary to provide Mr. Bakkila with optimal 28 emergency treatment.

1	31. Upon information and belief, none of the crew on the boat had first aid				
2	certifications, first aid training or medical training that would allow them to render appropriate				
3	aid to a passenger who sustained a serious injury, such as Mr. Bakkila.				
4	32. Upon returning to shore, Mr. Bakkila was transported by ambulance to a local				
5	trauma hospital for treatment of his eye. Despite multiple surgeries to his injured eye, Mr.				
6	Bakkila lost vision in it. Mr. Bakkila is permanently blind in his right eye as a result of the injury				
7	he sustained on the Seabiscuit. He can no longer partake in his normal tasks of daily living				
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9	including driving and any other activity that requires depth perception or visual acuity.				
10	33. Upon information and belief, had Mr. Bakkila received better medical treatment				
11	sooner, he may have been able to save the vision in his right eye.				
12	34. At the time of the injury, Defendants did not have a policy requiring passengers to				
13 14	wear protective eyewear while on their chartered fishing trips, much less any notice or				
14	advisement of the potential for serious eye injuries while participating in their chartered fishing				
16	trips.				
17	35. Within days following the injury to Mr. Bakkila and with knowledge of the				
18	significant injury Mr. Bakkila suffered, the Defendants were running other chartered fishing trips				
19					
20	without requiring that passengers wear protective eyewear and without providing any notice or				
21	advisement of the potential for serious eye injuries while participating in their chartered fishing				
22	trips. This included passengers without any fishing experience as well as children.				
23	36. Within days following the injury to Mr. Bakkila and with knowledge of the				
24	significant injury Mr. Bakkila suffered, the Defendants were running other chartered fishing trips				
25	without providing any safety instructions, instructions on "best or safest fishing practices," or				
26	instructions on what a passenger should do if his or her line becomes entangled. This included				
27	passengers without any fishing experience as well as children.				
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1	37. Since the injury to Mr. Bakkila, the Defendants have run over a hundred chartered				
2	fishing trips with knowledge of the significant injury to Mr. Bakkila, and still did not require that				
3	passengers wear protective eyewear or provide any notice or advisement of the potential for				
4	serious eye injuries while participating in their chartered fishing trips. This included passengers				
5	without any fishing experience as well as children.				
6 7	38. Since the injury to Mr. Bakkila, the Defendants have run over a hundred charter				
8	fishing trips with knowledge of the significant injury to Mr. Bakkila, and still did not provide				
9	any safety instructions, instructions on "best or safest fishing practices," or instructions on what a				
10	passenger should do if his or her line becomes entangled. This included passengers without any				
11	fishing experience as well as children.				
12					
13	39. Currently, the Defendants run chartered fishing trips with knowledge of the				
14	significant injury to Mr. Bakkila and <u>still do not</u> require that passengers wear protective eyewear				
15	or provide any notice or advisement of the potential for serious eye injuries while participating in				
16	their chartered fishing trips. This includes passengers without any fishing experience as well as				
17	children.				
18	40. Currently, the Defendants run chartered fishing trips with knowledge of the				
19 20	significant injury to Mr. Bakkila and still do not provide any safety instructions, instructions on				
20	"best or safest fishing practices," or instructions on what a passenger should do if his or her line				
21 22	becomes entangled. This includes passengers without any fishing experience as well as children				
22	FIRST CLAIM FOR RELIEF				
24	Negligence (Against All Defendants)				
25	41. Plaintiffs re-allege and incorporate all the allegations in paragraphs 1-40 above as				
26	if the same were repeated herein.				
27	42. Defendants owed Mr. Bakkila a duty of reasonable care to keep his safe from				
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	harm and serious injury on the vessel. Complaint				
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1	43. Defendants breached their duty of care owed to Mr. Bakkila by:				
2	A. Failing to safeguard him from injury;				
3	B. Failing to reasonably instruct the passengers so as to prevent injuries to others				
4	including Mr. Bakkila;				
5	C. Failing to adequately staff the crew to prevent dangerous conditions and minimize				
6 7	perils to the passengers including Mr. Bakkila;				
8	D. Failing to observe the passengers and promptly cut the line that was under tension;				
9	E. Failing to observe the passengers and stop unsafe fishing practices;				
10	F. Failing to have crew with proper medical training to deal with emergency injuries;				
11	G. Failing to provide proper medical attention;				
12	H. Failing to have proper medical supplies on the vessel;				
13	I. Failing to properly report the severity of the injury to the U.S. Coast Guard for air				
14	evacuation;				
15 16	J. Failing to warn passengers, including Mr. Bakkila, of the perils associated with the				
17	activity;				
18	K. Holding out that fishing with Defendants was safe for all ages including beginners				
19	and novices;				
20					
21	L. Failing to require passengers, including Mr. Bakkila, to wear safety equipment				
22	including protective eyewear; and				
23	M. Failing to notify passengers, including Mr. Bakkila, to bring safety equipment				
24	including protective eyewear.				
25	44. Mr. Bakkila suffered injuries and damages as a direct and proximate cause of				
26	Defendants' breach of their duty, including but not limited to, permanent injury, blindness in his				
27	right eye, pain, suffering, emotional distress, medical expenses, lost wages, among other things.				
28	SECOND CLAIM FOR RELIEF				
	Complaint 11				

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1	Loss of Consortium						
2	(Against All Defendants)						
3	45. Plaintiffs re-allege and incorporate all the allegations in paragraphs 1-40 above as						
4	if the same were repeated herein.						
5	46. Mr. and Mrs. Bakkila were a legal married couple on July 29, 2016 when he was						
6	injured on the Seabiscuit and still are.						
7	47. Mr. Bakkila suffered the injury alleged above resulting in the loss of vision in his						
8	right eye.						
9	48. Mr. Bakkila is now severely limited in his everyday life functions including any						
10 11	activity that requires depth perception and visual acuity. This includes but is not limited to						
12	driving, household functions, climbing ladders, descending stairs and certain home repairs, etc.						
13	49. Mrs. Bakkila has been, and will be, required to take on extra work and services as						
14	the result of the injury. Mrs. Bakkila is now required to drive Mr. Bakkila to any place he desires						
15	or is required to go. In addition, Mrs. Bakkila has been required to take on household chores and						
16	repairs that Mr. Bakkila had customarily performed. Mrs. Bakkila has further been required to						
17	care for Mr. Bakkila and has been deprived of the benefit of his full able-bodied abilities.						
18 19	50. Mr. Bakkila's injury has affected him emotionally and this has further put a strain						
20	on his marriage to Mrs. Bakkila.						
21	51. Mrs. Bakkila has suffered a loss of Mr. Bakkila's services and society as a direct						
22	and proximate cause of Defendants' acts as alleged in this Complaint.						
23	52. The acts of Defendants as alleged in this Complaint have directly and proximately						
24	caused Mrs. Bakkila damages.						
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	Complaint 12						

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1 2	THIRD CLAIM FOR RELIEF Negligent Misrepresentation (Against All Defendants)						
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 20 21 22 23 24 25 26	 (Against All Defendants) 53. Plaintiffs re-allege and incorporate all the allegations in paragraphs 1-40 above as if the same were repeated herein. 54. Defendants represented to Mr. Bakkila that their chartered fishing trips were safe and appropriate for beginners and others with little to no experience. 55. Defendants further failed to represent that there were significant dangers and perils associated with their chartered fishing trips including serious injury and death. 56. Defendants further failed to divulge that at least some passengers who had taken their chartered fishing trips in the past had suffered serious injuries and/or death. 57. Defendants further failed to represent that safety equipment, including protective eyewear, should be worn to prevent serious eye injuries. 58. Defendants' representation that their chartered fishing trips were safe and appropriate for beginners and others with little to no experience or that safety equipment including protective eyewear was not needed was not true. 59. Defendants failure to present that there were significant dangers and perils associated with their chartered fishing trips, including serious injury and death, and that other passengers who had taken their chartered fishing trips had suffered serious injury or death was a concealment of the truth. 60. Defendants may have honestly believed that the representations made were true but had no reasonable grounds for believing the representations were true. 61. Defendants intended that Mr. Bakkila rely on the representations they made and 						
27 28	or failed to make and these representations or failure to make representations were material to Mr. Bakkila.						
	Complaint 13						

1	62. Mr. Bakkila reasonably relied on Defendants' representations about the safet					
2	the fishing charters and Defendants' failure to make accurate representations regarding the					
3	dangers associated with the charters.					
4	63. Mr. Bakkila booked and went on the fishing charter as a result of this reliance and					
5	was harmed as a result.					
6 7	64. Mr. Bakkila's reliance on Defendants' representations regarding the safety of the					
8	fishing charte	ers and the need for safety equipment, and failure to accurately represent the dangers				
9		ith the fishing charter, was a substantial factor in causing his harm, injury and				
10	resulting dan					
11		nages.				
11		FOURTH CLAIM FOR RELIEF Intentional Misrepresentation				
13		(Against All Defendants)				
14	65.	Plaintiffs re-allege and incorporate all the allegations in paragraphs 1-40 above as				
15	if the same were repeated herein.					
16	66.	Defendants represented to Mr. Bakkila that their chartered fishing trips were safe				
17	and appropriate for beginners and others with little to no experience.					
18	67. Defendants further failed to represent that there were significant dangers and					
19	perils associa	ated with their chartered fishing trips including serious injury and death.				
20	68.	Defendants further failed to divulge that at least some passengers who had taken				
21	their chartere	ed fishing trips in the past had suffered serious injuries and/or death.				
22						
23	69.	Defendants further failed to represent that safety equipment including protective				
24	eyewear shou	uld be worn to prevent serious eye injuries.				
25	70.	Defendants' representation that their chartered fishing trips were safe and				
26	appropriate f	for beginners and others with little to no experience or that safety equipment				
27	including protective eyewear was not needed was not true.					
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1	71. Defendants failure to present that there were significant dangers and perils					
2						
3	associated with their chartered fishing trips, including serious injury and death, and that other					
4	passengers who had taken their chartered fishing trips had suffered serious injury or death was a					
5	concealment of the truth.					
6	72. Defendants knew that the representations made were false and that the					
7	concealment of the other facts was intentional or done with reckless disregard.					
8	73. Defendants intentionally made the false representations or concealed the truth so					
9	that they could appeal to more consumers and potential passengers and to increase the sales of					
10	their chartered fishing trips. Mr. Bakkila was one of the consumers and potential passengers that					
11	defendants intended to have rely on their representations and concealment of the truth.					
12	74. The representations made by Defendants and the facts concealed were material to					
13	Mr. Bakkila in his decision to book and go on the charter and he reasonably relied on those					
14 15	representations and concealed facts in deciding to do so.					
15	75. Mr. Bakkila booked and went on the fishing charter as a result of this reliance and					
17	was harmed as a result.					
18	76. Mr. Bakkila's reliance on Defendants' representations regarding the safety of the					
19	fishing charters and the need for safety equipment, and concealment of the dangers associated					
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21	with the fishing charter, was a substantial factor in causing his harm, injury and resulting					
22	damages.					
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	Complaint 15					

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1	PRAYER FOR RELIEF WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them,							
3		jointly and severally, as follows:						
4	1.							
5	2.	For all available general and special damages in the amount of \$8,000,000.00 or						
6		_						
7	3.	according to proof at trial;3. For Punitive damages in the amount sufficient to punish and deter Defendants						
8		C	es in the amount s		and deter Derendants			
9	from similar conduct in the future;							
10 11		4. For all damages allowed by Rules or Code;						
11		5. For interest at the maximum legal rate pursuant to law;						
13		6. For awardable Costs;						
14	7.	For any other such r	elief, whether lega	al or equitable, the	at the Court deems just and			
15	appropriate.							
16	Dated: Decen	nber 4, 2017		PICCUTA LAW /s/ <i>C.T. Pi</i>				
17			(Charles Tony Picc	euta			
18				Attorneys for Plain Roy Bakkila and H				
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