

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:25-cv-60834-LEIBOWITZ

GERSON R. SABIO VELASQUEZ,
as Personal Representative of the Estate of Roberto
Andres Sabio Ruiz,

Plaintiff,

v.

SEABULK TANKERS, INC., et al.,

Defendants.

ORDER

THIS CAUSE is before the Court upon Defendants’ Motion to Dismiss Plaintiff’s Complaint (“the Motion”) [ECF No. 70]. The Motion is fully ripe. [See ECF Nos. 71, 76]. For the reasons set forth below, the Motion is **DENIED**.

BACKGROUND

Plaintiff Gerson R. Sabio Velasquez (“Plaintiff” or “Velasquez”), proceeding as the personal representative of the estate of Roberto Andres Sabio Ruiz (“Sabio Ruiz” or “the Decedent”), brings this wrongful death action under the Jones Act and general maritime law. [ECF No. 63 at 1–2]. Sabio Ruiz was employed by Defendants aboard one or more of their vessels for a period of at least ten years. [*Id.* ¶ 11]. During that time, Sabio Ruiz underwent numerous “physicals and/or medical clearance exams and evaluations” that were performed by personnel selected by Defendants, including on December 23, 2021, May 10, 2022, February 21, 2023, and March 12, 2024. [*Id.* ¶ 20]. During these interactions, Sabio Ruiz advised the medical personnel that he had been diagnosed with chronic kidney disease and hypertension and that he had been prescribed medications for these conditions. [*Id.*]. During his May 2022 and March 2024 exams, Sabio Ruiz completed Seabulk Seaman’s

Statements of Physical Condition, in which he stated that he suffered from hypertension and chronic kidney disease, listed the medications he took for those conditions, and identified his treating physician.¹ [*Id.*]. Defendants relied upon the conclusions of their medical personnel that, notwithstanding all of the above, Sabio Ruiz was fit for duty aboard their ships. [*Id.* ¶ 21].

While working for Defendants between 2021 and 2024, Sabio Ruiz's physical condition deteriorated due to his chronic kidney disease and hypertension. [*Id.* ¶ 23]. Although aware of this deterioration, Defendants continued to employ Sabio Ruiz and did not reassign him to work better suited to his diminished physical capacities. [*Id.* ¶ 24].

On November 9, 2023, counsel for Sabio Ruiz sent a letter to Defendants demanding maintenance and cure, but Defendants did not comply. [*Id.* ¶ 25]. On March 13, 2024, Sabio Ruiz signed on to the *Seabulk Challenge*, at which time he completed the Seabulk Statement of Physical Condition. [*Id.* ¶ 26]. On July 2, 2024, Sabio Ruiz disembarked from the vessel for a 60-day vacation with a company-scheduled return date of August 31, 2024. [*Id.* ¶ 27]. Accordingly, Sabio Ruiz remained subject to the call of the vessel while offboard. [*Id.*].

On July 8, 2024, Sabio Ruiz suffered a massive stroke brought on by his chronic kidney disease, high blood pressure, and related medical conditions, which had been aggravated by his work aboard the *Seabulk Challenge* and lack of medical treatment. [*Id.* ¶ 28]. From the time of his stroke until his death, Sabio Ruiz was incapacitated and unable to work. [*Id.*]. Sabio Ruiz received an initial round of treatment between July 8 and August 7, 2024. [*Id.* ¶ 29]. On July 17, 2024, counsel for Plaintiff issued a second demand to Defendants for the provision of maintenance and cure. [*Id.* ¶ 30]. This letter included Sabio Ruiz's medical records, which indicated that his chronic kidney disease and

¹ Sabio Ruiz also authorized Defendants and their medical consultants, Future Care, MedSea, and SOS International, to obtain any additional medical records that "they felt would be beneficial or necessary to their medical evaluations and clearance, care and/or treatment." [*Id.* ¶ 22]. Plaintiff is not aware whether any of these entities ever obtained additional medical records. [*Id.*].

hypertension had been aggravated in the course of his employment with Defendants between 2021 and 2024, leading to the stroke Sabio Ruiz suffered days after he departed from the Seabulk Challenge. [*Id.*].

Sabio Ruiz continued to receive medical treatment in the ensuing months as his medical condition deteriorated. [*Id.* ¶ 32]. Throughout March 2025, counsel for Plaintiff repeatedly notified Defendants of Plaintiff's need for maintenance and cure. [*Id.* ¶ 33–34]. Defendants again declined to comply with the demand. [*Id.*]. On March 24, 2025, Sabio Ruiz was intubated and placed on a ventilator. [*Id.* ¶ 36]. Until the time of his death, Sabio Ruiz's condition continued to deteriorate as he was transferred to several different medical institutions. [*Id.* ¶¶ 33–42]. Counsel for Sabio Ruiz made further repeated demands for maintenance and cure, including videos depicting Sabio Ruiz's "severe and catastrophic pre-death pain and suffering" [*id.* ¶ 35], and on June 30, 2025, notified counsel for Defendants that he was being discharged "ASAP" because the "health insurance funds allotted for rehab/nursing facilities ha[d] been exhausted." [*Id.* ¶ 40]. Counsel noted that Sabio Ruiz had "nowhere to go." [*Id.*]. Sabio Ruiz died on July 26, 2025. [*Id.* ¶ 42].

LEGAL STANDARD

Whether the Third Amended Complaint should be dismissed pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure for failing to state a claim turns on whether the plaintiff has alleged enough plausible facts to support the claim stated. *See Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662 (2009) (quoting *Twombly*, 550 U.S. at 570). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556 U.S. at 678 (*citing Twombly*, 550 U.S. at 556); *see also Wilborn v. Jones*, 761 F. App'x 908, 910 (11th Cir. 2019) (*per curiam*). "The plausibility standard" is not the same as a "probability

requirement,” and “asks for more than a sheer possibility that a defendant has acted unlawfully.” *Iqbal*, 556 U.S. at 678 (quoting *Twombly*, 550 U.S. at 556).

DISCUSSION

I. Maintenance and Cure

“General maritime law guarantees seamen: ‘(1) maintenance, which is a living allowance; (2) cure, which covers nursing and medical expenses; and (3) wages.’” *Cabrera Espinal v. Royal Caribbean Cruises, Ltd.*, 253 F.3d 629, 631 (11th Cir. 2001) (quoting Herbert R. Baer, *Admiralty Law of the Supreme Court* 6 (3d ed. 1979) (citing 1B *Benedict on Admiralty* § 43 (7th ed. 1994))). Under this body of law, shipowners are subject to a “pervasive” and “ancient[] . . . obligation” to provide “maintenance and cure [to] seamen [who] become[] ill or injured during the period of their service.” *Garay v. Carnival Cruise Line, Inc.*, 904 F.2d 1527, 1530 (11th Cir. 1990) (quoting *Aguilar v. Standard Oil Co.*, 318 U.S. 724, 730 (1943)). In recognition of the expansive nature of the “almost paternalistic duty of the shipowner toward the crew,” *id.*, courts construe claims for maintenance and cure expansively, with ambiguities and doubts resolved in favor of the seaman. *Flores v. Carnival Cruise Lines*, 47 F.3d 1120, 1123 (11th Cir. 1995).

A plaintiff seeking to recover maintenance and cure must prove that: (1) he worked as a seaman; (2) he became ill or injured while in the vessel’s service; and (3) he lost wages or incurred expenditures relating to the treatment of the illness or injury. *See Beeman v. F/V JUMA*, No. 8:21-CV-233-AAS, 2022 WL 1568337, at *1 (M.D. Fla. May 18, 2022) (citing *West v. Midland Enters., Inc.*, 227 F.3d 613, 616 (6th Cir. 2000)). Critical to the present inquiry, the second prong of this test is satisfied even where the seaman’s injury or illness predates his service. *See McCorpen v. Cent. Gulf S.S. Corp.*, 396 F.2d 547, 548 (5th Cir. 1968) (“Maintenance may be awarded by courts even where the seaman has

suffered from an illness pre-existing his employment”²; *Adkins v. Marathon Petroleum Co., LP*, 105 F.4th 841, 855 (6th Cir. 2024) (“If [a seaman’s] illness or injury ‘occurred, was aggravated, or manifested itself while the seaman was in the ship’s service,’ maintenance and cure ‘is payable even though the shipowner is not at fault, and regardless of whether the seaman’s employment caused the injury or illness.’”) (quoting *Stevens v. McGinnis, Inc.*, 82 F.3d 1353, 1357–58 (6th Cir. 1996)); *Ramirez v. Carolina Dream, Inc.*, 760 F.3d 119, 124 (1st Cir. 2014) (“[I]t does not matter if an incapacitating illness preexisted the seaman’s maritime employment, so long as the condition was not deliberately concealed or disabling when the seaman joined the ship’s service.”); *Messier v. Bouchard Transp.*, 688 F.3d 78, 83–84 (2d Cir. 2012), *as amended* (Aug. 15, 2012) (“The rule of maintenance and cure is simple and broad: a seaman is entitled to maintenance and cure for *any* injury or illness that occurs or becomes aggravated while he is serving the ship. . . . It does not . . . matter, absent active concealment, if the illness or injury is merely an aggravation or recurrence of a preexisting condition.”) (citing *Sammon v. Cent. Gulf S.S. Corp.*, 442 F.2d 1028, 1029 (2d Cir. 1971)).

With this framing in mind, Defendants’ efforts to dismiss Plaintiff’s maintenance and cure claims are easily dispatched. Plaintiff adequately alleges that he worked as a seaman, that his illness became aggravated while in service, and that he lost wages or incurred expenditures relating to the treatment of the illness or injury. *Cf. Beeman*, 2022 WL 1568337, at *1; [see ECF No. 63 ¶¶ 11–12, 17, 20–24]. While Plaintiff’s Third Amended Complaint suffers from the lack of factual allegations regarding which particular aspects of Plaintiff’s employment aggravated his medical condition, the fact that Plaintiff suffered a stroke just six days after departing the vessel and that his doctor’s medical records indicated that his conditions “had been aggravated by the course of his employment” provide sufficient factual detail to make Plaintiff’s claim for maintenance and cure plausible. [ECF No. 63

² In *Bonner v. City of Prichard*, 661 F.2d 1206, 1209 (11th Cir. 1981), the Eleventh Circuit adopted as binding precedent all decisions of the former Fifth Circuit handed down before October 1, 1981.

¶¶ 27–28, 30]. Given the case law cited above, it is of no moment that Plaintiff’s medical conditions—chronic kidney disease and hypertension—may have predated his service. Because he properly alleges that those conditions were “aggravated” by his service, as corroborated by the close temporal proximity between his sign-off date and his stroke and his medical records, Plaintiff’s allegations give rise to the reasonable inference that Defendants may be liable for their failure to provide maintenance and cure.

In response, Defendants attempt to argue that a “seaman must be incapacitated to do a seaman’s work,” to state a cognizable claim for maintenance and cure. [ECF No. 70 at 4]. The only case cited in support of that proposition is *Grazette v. Magical Cruise Co. Ltd.*, 280 So. 3d 1120, 1124 (Fla. 5th DCA 2019). But that case does not purport to set forth the elements of a claim for maintenance and cure or the allegations necessary to plead those elements. *See id.* Rather, it concerns the statute of limitations governing maintenance and cure claims under state law, holding that “[c]laims for maintenance and cure are deemed to have accrued when the seaman becomes incapacitated to do a seaman’s work.” *Id.* (citing *Spencer v. Grand River Nav. Co.*, 644 F. App’x 559, 565 (6th Cir. 2016)). The precedential value of *Grazette*, a state court case that cites out-of-circuit precedent, is zero. *See Garrett v. Moore-McCormack Co.*, 317 U.S. 239, 245 (1942) (holding that in suits for “maintenance and cure[] [t]he source of the governing law applied is in the national, not the state, governments”); *Franza v. Royal Caribbean Cruises, Ltd.*, 772 F.3d 1225, 1231 (11th Cir. 2014) (“Federal admiralty jurisdiction flows from the Constitution itself, . . . and [w]ith admiralty jurisdiction comes the application of substantive admiralty law.” (quoting *E. River S.S. Corp. v. Transamerica Delaval Inc.*, 476 U.S. 858, 864 (1986))).³

³ Defendants also accuse Plaintiff of having filed a shotgun pleading that “impermissibly incorporates numerous theories of maintenance and cure into a single count without plausible factual support for each allegation.” [ECF No. 70 at 6]. Of course, the Eleventh Circuit’s prohibition against shotgun pleadings is independent of Rule 8’s requirement that plaintiffs plead “plausible factual support” for their claims. While Plaintiff’s Complaint is extensive, that is due in part, as Plaintiff

Accordingly, the Motion is due to be **DENIED** to the extent that it seeks dismissal of Plaintiff's maintenance and cure claims.⁴

II. Jones Act

The Jones Act provides that “[a] seaman injured in the course of employment or, if the seaman dies from the injury, the personal representative of the seaman may elect to bring a civil action at law, with the right of trial by jury, against the employer.” 46 U.S.C. § 30104(a). In turn, the Jones Act incorporates by reference the “[l]aws of the United States regulating recovery for personal injury to, or death of, a railway employee,” including the Federal Employers’ Liability Act (“FELA”). *Id.*; *Williams v. Carnival Cruise Lines, Inc.*, 907 F. Supp. 403, 405 (S.D. Fla. 1995). FELA provides in relevant part that “[e]very common carrier by railroad . . . shall be liable in damages to any person suffering injury while he is employed by such carrier . . . for such injury or death resulting in whole or in part from the negligence of any of the officers, agents, or employees of such carrier.” 45 U.S.C. § 51.

notes, to the manner in which Defendants “have chosen to conduct their business,” that is, “by using numerous subsidiaries, affiliates, agents and other legal entities to handle the ownership, operation and crewing of their vessels.” [ECF No. 71 at 1]. Moreover, Defendants have allegedly declined to disclose various documents related to the course of Plaintiff’s medical treatment, which has no doubt prevented Plaintiff from fine-tuning his Complaint. [ECF No. 63 ¶ 11 n.1]. So, while Plaintiff does indeed adopt a “kitchen sink” approach, [ECF No. 70 at 6–7], that approach is due at least in part to Defendants’ litigation strategy, and the concerns underlying *Weiland* are mitigated where the defendants named in an action are, in effect, a single entity viewed through the kaleidoscope of corporate structuring. What’s more, Plaintiff properly separates into individual counts each claim as to each Defendant. While some of these counts assert disparate theories of liability, which certain district courts in this Circuit have found wanting in similar maritime actions, *see, e.g., Hodgson v. Starboard Cruise Servs., Inc.*, No. 25-CV-23669, 2026 WL 886402, at *5 (S.D. Fla. Apr. 1, 2026), the undersigned does not find the theories here so disparate as to require Plaintiff to set them forth in separate counts. Finally, it is worth noting that Plaintiff has been in communication with Defendants for almost three years concerning the subject matter of this litigation. [See ECF No. 63 ¶¶ 25–42]. It can hardly be said, then, that Defendants lack notice of the nature of the claims being asserted against them. *See Weiland v. Palm Beach Cnty. Sheriff’s Off.*, 792 F.3d 1313, 1323 n.15 (11th Cir. 2015). Accordingly, the Court declines to dismiss Plaintiff’s complaint as a shotgun pleading.

⁴ Having found that Plaintiff states a claim for maintenance and cure, the Court also **DENIES** the Motion to the extent that it seeks to dismiss Plaintiff’s claims for punitive damages. [See ECF No. 70 at 7 (“Further, Plaintiff’s punitive damages claims are likewise subject to dismissal because they are derivative of the maintenance and cure claims, which fail to state a claim upon which relief can be granted.”)].

Accordingly, the Jones Act entitles covered employees to assert claims for negligence against their employers.

A Jones Act negligence claim “has four elements: (1) plaintiff is a seaman; (2) plaintiff suffered injury in the course of employment; (3) plaintiff’s employer was negligent; and (4) employer’s negligence caused the employee’s injury, at least in part.” *Holt v. F/V SIR MARTIN E., Inc.*, No. 5:13-CV-100-RS-CJK, 2014 WL 4825223, at *6 (N.D. Fla. Sept. 26, 2014). Defendants do not contest elements one or two, and the burden on element four, causation, is feather-light. *See Santana v. Westport Glob. LLC*, No. 07-20167-CIV, 2008 WL 11471055, at *4 (S.D. Fla. July 1, 2008) (“Thus, causation may be found if the defendant’s acts or omissions played any part, no matter now [sic] small, in bringing about the injury.”) (citing *McClow v. Warrior & Gulf Nav. Co.*, 842 F.2d 1250 (11th Cir. 1988)).

Accordingly, the Court focuses its attention on element three—the employer’s alleged negligence. To prove this element of a claim under the Jones Act, an employee “must prove the traditional elements of negligence: duty, breach, causation, and damages.” *Id.* (citing *Adams v. CSX Transp., Inc.*, 899 F.2d 536, 539 (6th Cir. 1990)). Plaintiff alleges violations of two duties: the duty to treat and the duty to provide a safe work environment. [*See, e.g.*, ECF No. 63 ¶¶ 57–69, 70–78]. The Court considers each in turn.

A. Duty to Treat

An employer owes a “duty to provide prompt and adequate medical care to its seamen.” *Chemaly v. Lampert*, 174 F.4th 843, 859 (11th Cir. 2026) (quoting *De Centeno v. Gulf Fleet Crews, Inc.*, 798 F.2d 138, 140 (5th Cir. 1986)); *Crow v. Cooper Marine & Timberlands Corp.*, 657 F. Supp. 2d 1248, 1251–52 (S.D. Ala. 2009) (“A vessel owner’s duty to provide maintenance and cure embraces not only the obligation to provide a subsistence allowance and to pay for medical expenses actually incurred by the seaman, but to take all reasonable steps to insure that the seaman, when he is injured or becomes ill, receives proper care and treatment.”) (citing *Gaspard v. Taylor Diving & Salvage Co., Inc.*, 649 F.2d 372,

375 (5th Cir. 1981)). Moreover, a shipowner may be held liable under the Jones Act for the negligent conduct of its employees, including its medical staff. *De Zon v. Am. President Lines*, 318 U.S. 660, 669 (1943); *see also id.* (“The Jones Act eradicated the English fellow servant defense which shielded employers from liability upon a finding that it was a fellow servant of the employee, not the employer, who caused the injury; with the Jones Act’s passage employers became liable for the negligence of their agents as well.”) (citing *Mabnich v. Southern S.S. Co.*, 321 U.S. 96, 102 (1944)).

Plaintiff adequately alleges a breach of this duty. To start, a shipowner breaches the duty to treat where its medical staff examines an employee but fails to recognize and appropriately respond to the employee’s symptoms, resulting in the aggravation of the underlying condition and the subsequent death of the patient. *See De Centeno v. Gulf Fleet Crews, Inc.*, 798 F.2d 138, 140 (5th Cir. 1986) (affirming jury’s finding that defendant violated duty “to provide prompt and adequate medical care to its seamen” where shipowner’s physician ran tests that should have “revealed” that employee, who later died as a result of the negligent failure to diagnose, was diabetic). Here, Plaintiff alleges that Defendants’ medical staff conducted at least four examinations of Sabio Ruiz between 2021 and 2024, the last of which took place in March of 2024, roughly four months before Sabio Ruiz suffered a stroke. [ECF No. 63 ¶ 20]. Plaintiff alleges that these examinations revealed or should have revealed that Plaintiff’s chronic kidney disease and hypertension had progressed to the point that Plaintiff was unfit for the work expected of him while employed by Defendants. [*Id.* ¶¶ 23, 63]. At this stage of the litigation, those allegations are sufficient to support the reasonable inference that Defendants or their medical staff provided negligent medical care to Plaintiff, resulting in the aggravation of his medical conditions and subsequent death.

Next, Plaintiff properly alleges that Defendants negligently failed to provide maintenance and cure, which gives rise to an independent cause of action under the Jones Act. *See Garay*, 904 F.2d at 1533 (“Indeed, the negligent refusal to provide maintenance and cure may give rise to a tort action

under the Jones Act.”) (citing *Picon v. Am. Offshore Fleet, Inc.*, 576 F.2d 585, 587–88 (5th Cir. 1978)); *see also Rozanska v. Princess Cruise Lines, Ltd.*, No. 07-23355-CIV, 2008 WL 8883868, at *5 (S.D. Fla. Aug. 5, 2008) (“[T]he failure to pay maintenance and cure is a proper basis for a Jones Act negligence claim.”) (citing *Garay*, 904 F.2d at 1533); *Picon*, 576 F.2d at 587–88 (rejecting argument that claim for maintenance and cure excluded claim under Jones Act); [see ECF No. 63 ¶ 62 (“Under its cure obligation, the Defendant is also responsible to treat any medical condition which manifested while SABIO RUIZ was convalescing shoreside and on leave while answerable to the call of the vessel.”)]. Plaintiff alleges that Defendants knew or should have known of his chronic kidney disease and hypertension and that these conditions worsened over the course of his employment and the post-employment period leading up to his death. In support of that contention, Plaintiff advances detailed factual allegations concerning Defendants’ medical examinations of Sabio Ruiz, their receipt of his personal medical records (which indicated that his condition had deteriorated because of his employment), his repeated demands for maintenance and cure, videos depicting his pain and suffering in the weeks before his death, and a notice that Sabio Ruiz’s access to medical care was being restricted due to his financial limitations.

As explained above, it is a well-established principle of maritime law in this Circuit and in many others that the duty to provide maintenance and cure arises even where a seaman’s injuries predate his employment. Indeed, the duty is “pervasive” and “ancient[.]” *Garay*, 904 F.2d at 1530. Plaintiff adequately alleges that Defendants failed to discharge that ancient obligation, resulting in the deterioration of Sabio Ruiz’s condition and his subsequent death.⁵

Defendants argue that Plaintiff’s “allegations of negligence rest on ‘naked assertion[s] devoid of further factual enhancement’ and resemble the sort of ‘unadorned, the-defendant-unlawfully-

⁵ Defendants have not argued that they satisfied the standard of care incumbent upon them in declining to provide maintenance and cure.

harmed-me accusation[s]’ that Rule 8 of the Federal Rules of Civil Procedure seeks to prevent.” [ECF No. 70 at 7 (quoting *Iqbal*, 556 U.S. at 678)]. That argument misses the mark. While Plaintiff’s Complaint does include certain conclusory allegations, which the Court is not obliged to accept as true, those allegations are buttressed by well-pleaded, factual allegations giving rise to a reasonable inference of liability. In particular, Plaintiff has adequately pleaded that he fully disclosed his medical conditions and that Defendants conducted several medical examinations of Plaintiff between 2021 and 2024, which gives rise to the reasonable inference—which the Court *is* obliged to draw in Plaintiff’s favor—that Defendants were aware of Plaintiff’s medical conditions, that those conditions worsened in the course of Defendant’s service between 2021 and 2024, and that Plaintiff’s injuries might have been avoided had Defendants properly diagnosed and treated his conditions, assigned him to work suitable to those conditions, or, post-sign off, provided him the resources necessary to receive adequate medical attention. Yet, despite being on notice of Plaintiff’s deteriorating health, Defendants negligently failed (or so it is alleged) to diagnose and treat Plaintiff’s conditions either in the course of his service or after his final sign-off, including by hiring and rehiring Plaintiff without adequately assessing his medical fitness, failing to assign Plaintiff tasks consistent with his physical capabilities, and then refusing to provide maintenance and cure over the course of roughly a year as Plaintiff’s condition deteriorated.

As with Plaintiff’s claim for maintenance and cure, the critical allegation is that the medical records of Plaintiff’s doctor “clearly indicated that SABIO RUIZ’[s] chronic kidney disease and hypertension had been aggravated by the course of his employment on the Seabulk vessels between 2021 and 2024, manifesting in the st[r]oke several days after he left the ship while on leave.” [ECF No. 63 ¶ 30]. Plaintiff’s duty to treat theory may proceed to discovery to test the merits of his factual allegations.

Accordingly, the motion to dismiss is due to be **DENIED** to the extent that it seeks dismissal of Plaintiff's Jones Act duty to treat claims.

B. Duty to Maintain a Safe Work Environment

Next, Plaintiff correctly identifies a duty owed by a shipowner-employer to its employees to maintain a safe work environment. *See West v. United States*, 361 U.S. 118, 123 (1959) (“[O]ne aspect of the shipowner’s duty to refrain from negligent conduct is embodied in his duty to exercise reasonable care to furnish a safe place to work.”); *see also Ward v. M/Y Utopia IV*, 674 F. Supp. 3d 1273, 1278 (S.D. Fla. 2023) (“According to the Jones Act, a maritime employer has a duty to provide their employees with a reasonably safe place to work.”) (citing *Davis v. Hill Eng’g, Inc.*, 549 F.2d 314, 329 (5th Cir. 1977)). Plaintiff alleges that Defendants breached this duty by, in essence, failing to adequately diagnose and monitor Sabio Ruiz’s deteriorating medical condition and by continuing to reassign him to work that he was medically incapable of safely performing. [See ECF No. 63 ¶¶ 72(a)–(h)]. Defendants argue that Plaintiff’s unsafe workplace claims are foreclosed by the Eleventh Circuit’s decision in *Skye v. Maersk Line, Ltd. Corp.*, 751 F.3d 1262 (11th Cir. 2014).

In *Skye*, the Eleventh Circuit considered an unsafe workplace claim under the Jones Act in which the plaintiff alleged that long workdays, arduous responsibilities, and attendant stress had caused him to develop left ventricular hypertrophy, a serious heart condition. *Id.* at 1264. At trial, the defendant moved for judgment as a matter of law, arguing that under the Supreme Court’s decision in *Consol. Rail Corp. v. Gottshall*, 512 U.S. 532 (1994), a Jones Act plaintiff could not recover for injuries allegedly caused by “work-related stress.” *Id.* at 1264–65. The Eleventh Circuit agreed. Applying the Supreme Court’s holding in *Gottshall* broadly, the panel held that the plaintiff’s “injury [was] not cognizable under the Jones Act . . . because work-related stress is not a ‘physical peril[.]’” *Id.* at 1265–66.

Gottshall itself involved the consolidated appeals of two railway workers who sued their employer under FELA for negligent infliction of emotional distress. 512 U.S. at 535. Relevant to *Skye*, one of the workers, Alan Carlisle, alleged that the “high level of stress” in his role and “poor working conditions” caused him to “experience insomnia, headaches, depression, and weight loss” and that he “suffered a nervous breakdown” after defendant required him to work “12- to 15-hour shifts for weeks at a time.” *Id.* at 539. After adopting the “zone of danger” test for negligent infliction of emotional distress claims under FELA, the Court held that the Third Circuit had erred “in upholding [such] a claim . . . [where the emotional distress arose] from work-related stress” alone. *Id.* at 554 (quoting *Carlisle v. Consolidated Rail Corp.*, 990 F.2d 90, 97–98 (3d Cir. 1993)). To hold otherwise “would impose a duty to avoid creating a stressful work environment, and thereby dramatically expand employers’ FELA liability to cover the stresses and strains of everyday employment.” *Id.* at 554. As the Court explained, such expansive liability “plainly [did] not fall within the common law’s conception of the zone of danger.” *Id.* at 558.

Although the facts of *Skye* and *Gottshall* bear a passing resemblance to those at issue here, neither bars Plaintiff’s unsafe workplace claims. To start, Plaintiff has never alleged that his injuries arose from “work-related stress.” Rather, Plaintiff alleges that Defendants failed to maintain a safe workplace in the sense that their medical personnel failed to properly determine whether Sabio Ruiz was medically capable of performing the work for which Defendants repeatedly hired him. [See ECF No. 63 ¶¶ 72(a)–(h)]. By contrast, the Court’s treatment of Carlisle’s claims in *Gottshall* plainly turned on the fact that they arose from “work-related stress,” or, as the Court put it, “stress arising in the ordinary course of employment.” *Id.* at 558. In turn, the Eleventh Circuit hewed close to that reasoning in *Skye*, characterizing the plaintiff’s injury as one “induced by overwork.” *Skye*, 751 F.3d at 1266; *see also id.* (“That Skye developed a ‘physical injury’ is no matter; the *cause* of his injury was

work-related stress.”). Liability under the Jones Act would not lie because “[a]n arduous work schedule and an irregular sleep schedule are not physical perils.” *Id.*

As alleged here, Plaintiff’s injuries did not arise “in the ordinary course of employment” from “overwork” or an “arduous work schedule,” but rather from Defendants’ failure to furnish appropriate medical monitoring or otherwise to respond appropriately when confronted with evidence that Plaintiff was medically unfit for his duties. Whatever the merits of that theory,⁶ Plaintiff’s unsafe workplace claim is a far cry from the work-related stress claims at issue in *Gottshall* and *Skye*.

CONCLUSION

For the reasons set forth above, it is hereby **ORDERED AND ADJUDGED** that the Motion [ECF No. 70] is **DENIED**.

DONE AND ORDERED in the Southern District of Florida on June 9, 2026.



DAVID S. LEIBOWITZ
UNITED STATES DISTRICT JUDGE

cc: counsel of record

⁶ Defendants might have argued—but did not—that the duty to maintain a safe work environment, as construed in *Gottshall* and *Skye*, does not entail a duty to provide medical screening or that the medical screening that Defendants did provide satisfied the ordinary standard of care.