

# SAFE HARBOR

A monthly newsletter for the Maritime worker from  
The Law Offices of Lyle C. Cavin, Jr.

*August 2014*



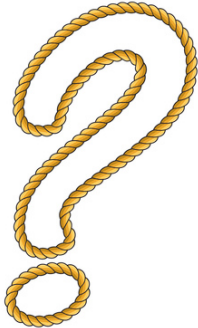
Thank you for your maritime service and taking the time to review our Newsletter. We at the Law Offices of Lyle C. Cavin, Jr. hope you find the following information informative and helpful. If you have any questions regarding your rights or remedies please contact us at any time. We are here to serve you.



## BE CAREFUL OF RELEASE CLAUSES THAT PREVENT YOU FROM WORKING

When a crew member's claim is resolved against a defendant for injury, there is a big increase in shipowners insisting on the seaman to sign a "no-sail" clause. This means the shipowner is insisting that in exchange for a monetary settlement they want the seaman to agree not to sail on their ships after the settlement. If this should arise, the seaman needs proper legal advice. Although such a clause may be appropriate in some limited circumstances, it is ill-advised in the great bulk of cases that are settled. Beware of this language!

## QUESTION FROM THE BRIDGE



*I brought a lawsuit against my employer after I suffered a severe injury on a ship. I am trying to reach a settlement with them, and they are insisting that I agree never to seek employment with them again. Can they do this?*

*Jeremy M., Reno, NV*

Jeremy,

What your employer is asking for is called a "no-sail clause." It is not to be taken lightly, and it is enforceable, so do not sign it without seeking legal advice! Congress has passed laws, such as the Jones Act, that protect you from being forced into signing away your rights just because you have brought a lawsuit against a company who has harmed you. These clauses should only be invoked if the settlement amount they are offering you has a high dollar amount, or if it is physically impossible for you to return to work. You should know that if you do sign it, you can, however, return to work for other companies

## About Our Law Firm

For more than four decades, merchant mariners, longshoremen, fishermen and harbor workers plying their trades at sea, on the docks, on our U.S. coastal waters and inland waterways have turned to the maritime law firm of Lyle C. Cavin, Jr. & Associates in Oakland. Today, we are proud to be recognized as one of the preeminent maritime law firms serving injured marine workers nationwide, as well as one of the most successful personal injury litigation firms serving victims of negligence in the San Francisco Bay Area and throughout the West Coast.

## Team Approach to Every Personal Injury and Jones Act Claim

When you retain Lyle C. Cavin, Jr. & Associates with a Jones Act injury claim or personal injury claim, you don't get just one attorney, you get our entire team of dedicated professionals. Our attorneys offer more than 150 combined years of courtroom and negotiated claims settlement experience. We will represent your interests with unwavering dedication, speed and expertise.

Law Offices of Lyle C. Cavin, Jr. & Associates

*"Serving the Merchant Mariner Since 1970"*

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