Highlights of the 2026-2027 Edition

The Law of Maritime Personal Injuries, 5th, is now in a two-volume softbound format to enhance ease of use. This format replaces the binders and loose-leaf pages and will be updated annually with replacement volumes.

- For cases involving injuries on shore, see *Aragon v. NCL (Bahamas) Ltd.*, 2025 WL 2244060 (S.D. Fla. 2025) and *Bollinger v. NCL (Bahamas) Ltd.*, 2026 WL 233305 (S.D. Fla. 2026).
- Failure by employer to pay award of benefits under the Longshore Act is discussed in *Hunter v. Peabody Energy*, 2026 WL 473355 (W.D. KY 2026).
- Marijuana is not a reimbursable medical treatment under the LHWCA. *Garcia v. Director, Office of Workers' Compensation Programs*, 169 F. 4th 111 (2d Cir. 2026).
- The Suits in Admiralty Act is subject to the "discretionary function" defense. *Fiedler, et al v. U.S.*, 165 F. 4th 1310 (9th Cir. 2026).
- For a case brought as a class action for alleged failure to pay "sick leave," see *Fowler v. Pacific Maritime Assn.*, 2026 WL 1815337 (W.D. Wash. 2026).
- A volunteer firefighter injured at sea was permitted to proceed in his unworthiness claim if he met the requirements of *Sieracki*. *In re Verplank Fire District*, 175 F. 4th 144 (2d Cir. 2026).
- Under the 1972 amendments to the Longshore Act, "the longshoreman's right to recover for unseaworthiness was abolished" and a claim based on a "design defect claim, disguised as a negligence action improperly challenges the seaworthiness of the vessel." *Brown v. MSC Mgmt., Ltd*, 2025 WL 1808783 (S.D. Ga. 2025).
- The active-duty element of Scindia does not come into play until cargo operations have been commenced. *Alvarado v. Briese Schiffahrts GmbH & Company KG MS Sapphire*, 161 F.4th 289 (5th Cir. 2025).
- Terms and conditions of the Athens Convention explained on a cruise company's website were reasonably communicated to the plaintiff. *Ritcey v. NCL (Bahamas) Ltd.*, 796 F. Supp. 3d 1166 (S.D. Fla. 2025).