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6 UNITED STATES DISTRICT COURT
7 NORTHERN DISTRICT OF CALIFORNIA
8

9 CLARABELLE MOURA,

Case No.: C 08-04025 WHA

10 Plaintiffs,

11 vs.

STIPULATION AND ~~PROPOSED~~ ORDER
FOR FILING OF FIRST AMENDED
COMPLAINT

12 AMERICAN WEST STEAMBOAT
13 COMPANY L.L.C. d.b.a. MAJESTIC
AMERICA LINE, and DOES 1 to 100,

14 Defendants.
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16 IT IS HEREBY STIPULATED by and between the parties hereto through their
17 respective attorneys of record that plaintiff CLARABELLE MOURA may file a First Amended
18 Complaint, a copy of which is attached hereto.
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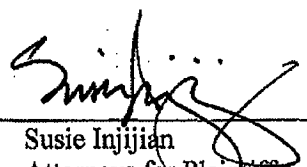
20 IT IS FURTHER STIPULATED that the defendant AMERICAN WEST STEAMBOAT
21 COMPANY L.L.C. d.b.a. MAJESTIC AMERICA LINE waives notice and service of the First
22 Amended Complaint and shall not be required to answer the amendment, and that all denials,
23 responses and affirmative defenses contained in the Answer filed by defendant to the original
24 Complaint shall be responsive to the First Amended Complaint.
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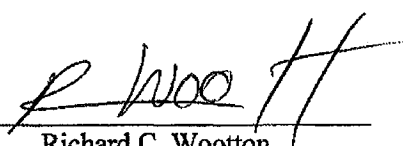
Dated: June 30, 2009

INJIJIAN LAW OFFICE

By 
Susie Injijian
Attorneys for Plaintiff

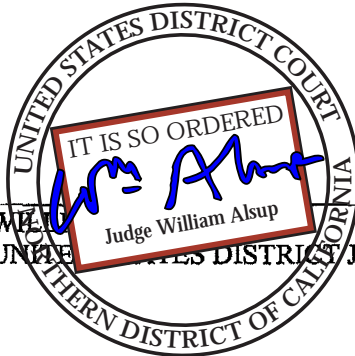
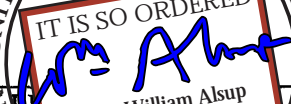
July 15
Dated: June 15, 2009

COX, WOOTTON, GRIFFIN, HANSEN
& POULOS, LLP
Attorneys for Defendant AMERICAN
WEST STEAMBOAT CO. DBA
MAJESTIC AMERICA CRUISE LINES

By 
Richard C. Wootton

IT IS SO ORDERED.

August 20
Dated: July, 2009


IT IS SO ORDERED

Judge William Alsup
UNITED STATES DISTRICT JUDGE

1 times relevant hereto, said defendant has been doing substantial business and has contacts
2 within the State of California sufficient for this Court to exercise jurisdiction over this
3 defendant. Said Defendant, and any and all predecessors or successors in interest, and officers,
4 agents, servants and employees through whom said defendant acted, are collectively referred
5 to herein as “defendant” or “MAJESTIC AMERICA.”

6 3. This Court has jurisdiction over this matter pursuant to 28 U.S.C.A. §§1332 and 1333(1).

7 4. Venue is appropriate pursuant to Federal Maritime Law and under Fed. R. Civ. Proc. 82,
8 as this Court has personal jurisdiction over defendant MAJESTIC AMERICA.

9 5. Defendant MAJESTIC AMERICA is and was at all times relevant hereto the owner,
10 operator, and or/managing agent of the vessel known as *Empress of the North*.

11 6. On or about March 24, 2007, at the time she sustained the injuries complained of herein,
12 plaintiff was a fare paying passenger aboard the *Empress of the North*, on a pleasure cruise
13 which defendant was operating on the Columbia River in Oregon.

14 7. At said time and place, defendant MAJESTIC AMERICA owed plaintiff a legal duty
15 under Federal Maritime Law and, where applicable, State Common Law, to exercise
16 reasonable care to prevent injuries to the plaintiff, including but not limited to: a duty to
17 provide a safe means of ingress and egress from the vessel, and for safe embarking and
18 disembarking from the vessel in port; a duty to remedy and to warn of unsafe conditions of
19 which it has or should have knowledge; a duty to hire, train, properly equip, supervise,
20 manage, direct and instruct employees in the performance of their duties on the vessel and in
21 the assistance of passengers; and a duty to come to the aid of sick or injured passengers.

22 8. During said river cruise, and while the *Empress of the North* was moored in port at
23 Rainier, Oregon, and passengers were disembarking under the supervision, direction, control
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1 and the assistance of defendant's staff and crew, for an excursion on land. Among them was
2 plaintiff, who had accepted the wheelchair assistance offered by defendant.

3 9. At said time and place defendant MAJESTIC AMERICA, through its officers, managers,
4 representatives, agents and employees, breached the duty of care owed to plaintiff by, among
5 other things, negligently providing her egress from the vessel and, specifically, doing so by
6 means of a sole employee or agent of defendant, who was untrained and improperly attired for
7 the maneuver, wheeling her chair in reverse down a steep gangplank in wet weather in a
8 manner that was unsafe and unreasonable under the circumstances, such that the agent who
9 was attempting to disembark plaintiff in this manner lost or otherwise released his hold of the
10 wheelchair in which plaintiff was seated, causing the wheelchair with plaintiff to roll
11 uncontrolled down the gangplank, and causing plaintiff fall onto the cement landing below.
12 From the rapidly descending wheelchair, plaintiff was ejected and her body thrown hard onto
13 the landing, causing her serious injuries and damages as alleged herein.

14 10. At said time and place defendant MAJESTIC AMERICA, through its officers,
15 managers, representatives, agents and employees, further breached the duty of care owed to
16 plaintiff by, among other things: negligently hiring, training, supervising, equipping, directing
17 and instructing defendant's agent who, while attempting to assist plaintiff to disembark, lost or
18 otherwise released his hold of the wheelchair in which plaintiff was seated; negligently
19 creating, offering, maintaining and providing what defendant knew or should have known was
20 an unsafe means of disembarking from the vessel; failing to warn plaintiff of the dangers of
21 this means of disembarking; and failing to provide plaintiff with appropriate assistance,
22 medical and otherwise, after she sustained her injury.
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1 11. The negligence of defendant MAJESTIC AMERICA as herein described was a legal
2 cause of, and a substantial contributing factor in, the injuries and damages to plaintiff alleged
3 herein.

4 12. By reason of the premises, plaintiff Mrs. MOURA has suffered general and special
5 damages, continues to suffer same, and alleges upon information and belief that she will suffer
6 such damages in the future, including but not limited to: permanent physical injuries, pain,
7 suffering, disability, disfigurement, psychological and emotional distress, shock, fear,
8 humiliation, anguish, inconvenience, as well as medical and related economic expenses,
9 expenses to replace services she had previously, before sustaining the injuries here mentioned,
10 provided for herself and her family in the home, and the like, all in an amount to be proven at
11 trial.
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13 WHEREFORE, plaintiff prays for the following relief:

- 14 1. Judgment against defendant in an amount to be proven at trial;
15 2. Pre-judgment and post-judgment interest as allowed by law;
16 3. For costs of suit herein incurred;
17 4. That this matter be tried by jury pursuant to 28 U.S.C.A. § 1333(1); and
18 5. Such other and further relief as the Court deems just and proper.
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20 Dated: July __, 2009

INJIJIAN LAW OFFICE

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Susie Injijian
Attorneys for Plaintiff
24 CLARABELLE MOURA
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues pursuant to 28 U.S.C.A. § 1333(1).

Dated: July __, 2009

INJIJIAN LAW OFFICE

Susie Injijian
Attorneys for Plaintiff
CLARABELLE MOURA