

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR DADE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 1 - 13095 CA 25

BELINDA CAMPBELL,

Plaintiff,

vs.

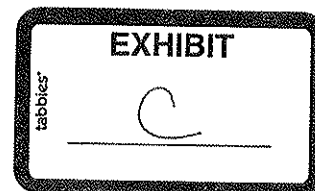
NCL (Bahamas) L.T.D. d/b/a NCL

Defendant.

SEAMAN'S COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, BELINDA CAMPBELL, (hereinafter referred to as Plaintiff"),
sues the Defendant, NCL (Bahamas) L.T.D., (hereinafter referred to as "NCL") a foreign
corporation, and states the following:

1. This Court has subject matter jurisdiction over the claims asserted herein pursuant to Art. V sect. 5(b) of the Florida Constitution as the claims asserted are for damages in excess of \$15,000.00 exclusive of all attorneys fees, costs and interest.
2. This Court has personal jurisdiction over the defendant and venue is appropriate in this Court as the defendant maintains its principle place of business in Miami-Dade County, Florida. Such business operation is directly related to the claims raised herein as the claims arise from the defendant's operation of a passenger cruise ship line for hire from such principle place of business, located in Miami-Dade County, Florida.
3. At all times material hereto, NCL employed the Plaintiff to serve as a seaman, as defined by the Jones Act, 46 U.S.C. § 30104., aboard one of its vessels. Pursuant to the express language of the Jones Act, this action can be brought in Miami-Dade County, Florida as



this is the defendant's principle place of business.

4. At all times material hereto the plaintiff was employed as a dancer aboard the defendant's vessel the NORWEGIAN DAWN. Such vessel was at all times material hereto in navigable waters.
5. The causes of action asserted herein arise under the Jones Act 46 U.S.C. § 30104 , and General Maritime Law as recognized by the Laws of the United States and the State of Florida.

COUNT I JONES ACT NEGLIGENCE

6. Paragraphs 1 through 5 are realleged.
7. At all times material hereto the defendant, as Plaintiff's employer pursuant to the Jones Act, owed the non-delegable duty to provide Plaintiff with a reasonably safe place to work aboard the vessel upon which the plaintiff served. This duty extended to all areas of the vessel its equipment, crew and officers and included the duty to provide reasonable supervision and training of the crew and staff of the vessel.
8. On or about October 27, 2008, Plaintiff sustained an injury to her left knee during a fire drill on a deck of the ship. The plaintiff was injured during the course of a fire drill when the fire officer turned the fire hose in the direction of a group of crew members attending the fire drill and the crew scattered and the Plaintiff's knee was knocked into a hard vertical surface that made up a part of the equipment on the deck. The proximate cause of the plaintiff's injuries was the Defendants breach of the foregoing duty under the Jones Act, and such breach of duty occurred as a result of the following negligence of the Defendant:
 - a. Failure to use reasonable care to provide and maintain a safe place to work for

- Plaintiff, fit with proper and adequate, crew and equipment.
- b. Failure to use reasonable care to provide Plaintiff a safe place to work.
 - c. Failure to promulgate and enforce reasonable rules and regulations to insure the safety and health of the employees, and more particularly the plaintiff, while engaged in the course of her employment on said vessel.
 - d. Failure to provide adequate training, instruction and supervision to crew members and Plaintiff.
 - e. The negligent act of the fire officer who either sprayed the hose in the wrong direction by error or thought it would be funny to spray the assembly of crew members with water even though it was reasonably foreseeable that that these crew members would scatter and someone would get hurt in the manner that the plaintiff sustained her injury.
 - f. Failure to ascertain the cause of prior similar accidents so as to take measures to prevent their reoccurrence and more particularly Plaintiff's accident.
 - g. Negligence of fellow crew members who slammed the plaintiff into the hard surface.
 - h. Failure to provide prompt and adequate medical care.
9. As a direct and proximate result of the above negligent acts, Plaintiff sustained severe and permanent injuries. The accident and the resulting injuries were foreseeable upon the Defendant's breach of duty as set forth above.
10. As a result of the forgoing negligence the plaintiff has suffered permanent injury as set forth above and has suffered pain, disability, disfigurement, loss of the ability to enjoy life, emotional distress, and mental duress. These injuries are permanent and continuing

and Plaintiff will suffer them into the future. Plaintiff will also suffer the costs of medical care, and nursing care. These costs and the above damages are also permanent in nature and Plaintiff will suffer them into the future.

WHEREFORE, Plaintiff prays this honorable Court enter judgment against the defendant for all damages recognized at law in excess of \$15,000.00 with the costs of this proceeding and all other relief this Court deems appropriate.

COUNT II UNSEAWORTHINESS

11. Paragraphs 1 through 5 are realleged.
12. The defendant as the owner/operator/ charter/ or entity otherwise in control of both of the vessels upon which the plaintiff served the NORWEGIAN DAWN owed a non delegable duty to the plaintiff and the other crew members pursuant to general maritime law as recognized by the Courts of this State and the United States, to provide him with a safe and seaworthy vessel upon which to serve. This duty extended to all areas of the vessel, its crew, officers, equipment, and supplies and further expressly requires the defendant to staff the vessel with competent crew and officers and to provide all reasonable training and supervision to the crew as they carried out the assigned tasks.
13. The defendant breached this duty to the plaintiff and such was the proximate cause of the injuries and damages suffered by the plaintiff as alleged herein. These injuries and damages were foreseeable upon the defendant's breach of such duty.
14. The defendant breached such duty by the following omissions and commissions which resulted in the unseaworthiness of the vessel:
 - a. The vessel was not reasonably fit for its intended purpose.

- b. The vessels' crews were not properly trained, instructed or supervised.
 - c. The vessels did not have a fit crew.
 - d. For all reasons referenced in paragraph 8. a thru h. above.
 - e. The actions/conduct of the fire officer in spraying the crew rendered the ship unseaworthy.
 - f. The fire officer was not equal in disposition and seamanship to ordinary men of the calling.
 - g. The fire officer was not equal in disposition and seamanship to that of an officer aboard the ship and rendered the ship unseaworthy.
15. As a direct and proximate result of the forgoing, Plaintiff injured her body and sustained a physical injury performing one of her assigned duties and tasks aboard the NORWEGIAN DAWN. Such injury and damages were foreseeable upon the defendant's failure to provide a safe and seaworthy vessel upon which to serve. In addition to the above mentioned injuries, Plaintiff has suffered and will continue to suffer: pain, suffering, loss of the ability to enjoy life, and the costs of medical care and nursing care in the future. These injuries are permanent and continuing and the plaintiff will suffer them into the future.

WHEREFORE, the plaintiff demands judgment against the defendant for all damages recognized at law and in excess of \$15,000.00 along with costs and all other relief this court deems appropriate.

DEMAND FOR JURY TRIAL

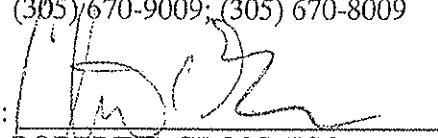
Plaintiff demands trial by jury of all claims, causes of action, and issues raised herein or related hereto as a matter of right.

Dated this 22nd of April 2011.

Respectfully submitted,

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By:



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