

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

GENERAL JURISDICTION DIVISION

CASE NO:

731-20566CA31

SIMONE LAZARUS,

Plaintiff,

v.

PRINCESS CRUISE LINES, LTD. (CORP),

Defendant.

7/7/11 2:15 PM
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THE STATE OF FLORIDA:

To All and Singular the Sheriffs of the State:

YOU ARE HEREBY COMMANDED to serve this **summons** and a copy of the complaint or petition in this action on defendant: PRINCESS CRUISE LINES, LTD. (CORP)

By serving: C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

As registered agent

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorneys, to wit: Tonya J. Meister, Esquire, MEISTER LAW, LLC, 44 West Flagler Street, Suite 750, Miami, FL 33130. (305) 590-5570.

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

WITNESS my hand and the seal of said Court on July 7, 2011

HARVEY RUVIN
as Clerk of said Court

by Alanna Corwin
as Deputy Clerk
(Court Seal)

IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 11-20566CA31

SIMONE LAZARUS,

Plaintiff,

v.

PRINCESS CRUISE LINES, LTD. (CORP),

Defendant.

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THE ORIGINAL FILED
ON JUL 01 2011
IN THE OFFICE OF
CIRCUIT COURT DADE CO
CIVIL DIVISION

**COMPLAINT, DEMAND FOR JURY TRIAL WITH INTERROGATORIES,
REQUEST FOR PRODUCTION, AND REQUEST FOR ADMISSIONS**

Plaintiff, SIMONE LAZARUS, sues Defendant, PRINCESS CRUISE LINES, LTD.
(CORP), and alleges, as follows:

JURISDICTION, PARTIES & VENUE

1. This is an action for damages that exceed fifteen thousand dollars (\$15,000.00), exclusive of interest, costs, and attorney fees.
2. Defendant, PRINCESS CRUISE LINES, LTD. (CORP), at all times material hereto, through its agents, servants and/or employees:
 - a. Operated, conducted, engaged in, or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
 - b. Was engaged in substantial activity within this state;
 - c. Operated vessels in the waters of this state;
 - d. Committed one or more of the acts stated in Florida Statutes, Section 48.081, 48.181 48.19 or 48.193;

e. The acts of Defendant(s) set out in this Complaint occurred in whole or in part in this county and/or state.

3. Defendant, PRINCESS CRUISE LINES, LTD. (CORP), is subject to the jurisdiction of the Courts of this state.
4. The causes of action asserted in this Complaint arise under the Jones Act, 46 U.S.C. § 30104; Seaman's Wage Act 46 USC § 10313; and the General Maritime Law of the United States.
5. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the vessel *RUBY PRINCESS*. This vessel was registered in a flag of convenience country.
6. At all times material hereto, Plaintiff's employer was an agent of the ship owner and/or ship operator.
7. At all times material hereto, the vessel was owned, operated, managed, maintained and/or controlled by Defendant.

COUNT I
JONES ACT NEGLIGENCE

Plaintiff realleges, incorporates by reference, and adopts paragraphs one through seven as though they were originally alleged herein and further alleges:

8. On or about March of 2009, Plaintiff was employed by Defendant as a seaman and was a member of the vessel's crew. The vessel was in navigable waters.
9. It was the duty of Defendant to provide Plaintiff with a safe place to work.
10. On or about the above referenced date, Plaintiff was injured while aboard the vessel as follows: Plaintiff reported a problem with her vision to Defendant;

however, Defendant failed to timely and adequately treat her medical condition. Plaintiff's vision problem worsened resulting in complete vision loss in her left eye and problems with her right eye. Defendant failed to provide her with prompt, proper, or adequate medical treatment for her hemorrhaging eye which caused her injuries and/or aggravated her injuries/illness.

11. Plaintiff's injuries are due to the fault and negligence of Defendant, and/or its agents, servants, and/or employees as follows:
 - a. Failure to use reasonable care to provide and maintain a proper crew, medical personnel, 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 ensure 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 use reasonable care to provide Plaintiff a safe place to work due to:
 - Failed to provide Plaintiff with prompt, proper and adequate medical care, and/or;
 - Failed to timely diagnose the serious nature of Plaintiff's medical condition, and/or;
 - Failed to timely treat Plaintiff's medical condition, and/or;
 - Defendant failed to inform Plaintiff of the serious nature of her medical condition, and/or;
 - Defendant failed to timely medically evacuate Plaintiff for the treatment of her medical condition, and/or;
 - Defendant failed to timely provide Plaintiff with treatment in a hospital for her medical condition, and/or;
 - Defendant failed to provide Plaintiff with medical treatment in a hospital

for her medical condition while the ship was in Florida, United States and delayed Plaintiff's medical treatment in a hospital until the ship arrived in Mexico, and/or;

- After Plaintiff reported her vision problem, Defendant gave Plaintiff medications and told Plaintiff to continue working normal duties, and/or;
- After Plaintiff reported her vision problem, Defendant told Plaintiff that she would be fine and instructed her to continue working normal job duties, and/or;
- Sent Plaintiff back to work after she reported her vision problem, and/or;
- Required the Plaintiff to work with vision problems, and/or;
- Created a work environment where crew members are encouraged to return to work with injuries, and/or;
- Failed to warn Plaintiff of the dangers of working with her vision problem, and/or;
- Failed to warn Plaintiff of the dangers of delayed medical treatment for her vision problem, and/or;
- Ship's medical personnel and/or shore side medical personnel were incompetent and/or negligent in diagnosing the serious nature of Plaintiff's medical condition, and/or;
- Ship's medical personnel and/or shore side medical personnel were improperly trained to adequately deal with Plaintiff's medical condition, and/or;
- Defendant's shore side personnel failed to authorize and/or provide for timely and adequate medical care for Plaintiff's medical condition, and/or;
- Ship's medical personnel and/or shore side medical personnel were not adequately qualified, trained and/or licensed to provide medical care to

Plaintiff, all of which injured Plaintiff and/or aggravated Plaintiff's injuries, and /or;

- e. Failure to provide adequate instruction, and supervision to crew members and Plaintiff, and/or;
- f. Failure to provide prompt, proper, and adequate medical care which aggravated Plaintiff's injuries and caused her additional pain and disability, and/or;
- g. Failure to provide Plaintiff and other crew members who were associated with Plaintiff or Plaintiff's incident giving rise to this action, reasonable hours of employment so as to not overwork them to the point of not being physically fit to carry out their duties. Defendants employees are overworked to the point of fatigue, and/or;
- h. Failure to ascertain the cause of prior similar accidents so as to take measures to prevent their re-occurrence, and more particularly Plaintiff's accident, and/or;
- i. Failure to follow sound management practices with the goal of providing Plaintiff a safe place to work, and/or;
- j. Prior to Plaintiff's injury Defendant failed to investigate the hazards to Plaintiff and then take the necessary steps to eliminate the hazards, minimize the hazard or warn Plaintiff of the danger from the hazard, and/or;
- k. Defendant failed to adhere to the Seafarers' Hours of Work and the Manning of Ships Convention, 1996: with respect to the hours of work and rest as well as other standards such as ILO 147, and/or;
- l. Defendants failed to select and utilize competent, skilled and properly trained medical care providers with proper and adequate medical equipment with respect to the Plaintiff's medical care, and/or;

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- m. Defendants failed to provide Plaintiff with enough sleeping time so as to cause Plaintiff and the other crew members on the vessel the same physical and mental impairments as being drunk. These type of impairments have been documented in the Journal of Occupational and Environmental Medicine; 57:649-655 (October 2000).
 - n. Defendants failed to properly medically manage Plaintiff's medical care after Plaintiff was injured.
 - o. At all times material hereto, Defendant negligently failed to determine the hazards on the vessel to Plaintiff, failed to eliminate the hazard, failed to modify the hazard and failed to properly warn Plaintiff of the hazard. In addition, Defendant violated the International Safety Management Code and failed to have a proper, adequate and safe Safety Management System Manual. All of the above caused the Plaintiff to be injured.
12. Defendant knew of the foregoing conditions causing Plaintiff's accident and did not correct them, or the conditions existed for a sufficient length of time so that Defendant in the exercise of reasonable care should have learned of them and corrected them.
13. As a result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and her working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, Plaintiff in the past and in the

future has lost the fringe benefits that come with Plaintiff's job, including but not limited to found, free food, free shelter, free medical care, free uniforms, vacation, and free air line ticket home and back.

WHEREFORE, Plaintiff demands all damages entitled by law to include pre- and post-judgment interest, and demands jury trial of all issues so triable.

COUNT II
UNSEAWORTHINESS

14. Plaintiff realleges, incorporates by reference and adopts paragraphs one through thirteen as though they were originally alleged herein.
15. Plaintiff was a seaman and a member of the crew of Defendant's vessel, which was in navigable waters.
16. At all times material hereto, the vessel was owned, managed, operated and/or controlled by Defendant.
17. Defendant had the absolute nondelegable duty to provide Plaintiff with a seaworthy vessel.
18. At all material times hereto, the unseaworthiness of Defendant's vessel was a legal cause of injury and damage to Plaintiff by reason of the following:
 - a. The vessel was unsafe and unfit due to the conditions created by Defendant as follows:
 - Failed to provide Plaintiff with prompt, proper and adequate medical care, and/or;
 - Failed to timely diagnose the serious nature of Plaintiff's medical condition, and/or;
 - Failed to timely treat Plaintiff's medical condition, and/or;
 - Defendant failed to inform Plaintiff of the serious nature of her medical condition, and/or;
 - Defendant failed to timely medically evacuate Plaintiff for the treatment of her medical condition, and/or;

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- Defendant failed to timely provide Plaintiff with treatment in a hospital for her medical condition, and/or;
 - Defendant failed to provide Plaintiff with medical treatment in a hospital for her medical condition while the ship was in Florida, United States and delayed Plaintiff's medical treatment in a hospital until the ship arrived in Mexico, and/or;
 - After Plaintiff reported her vision problem, Defendant gave Plaintiff medications and told Plaintiff to continue working normal duties, and/or;
 - After Plaintiff reported her vision problem, Defendant told Plaintiff that she would be fine and instructed her to continue working normal job duties, and/or;
 - Sent Plaintiff back to work after she reported her vision problem, and/or;
 - Required the Plaintiff to work with vision problems, and/or;
 - Created a work environment where crew members are encouraged to return to work with injuries, and/or;
 - Failed to warn Plaintiff of the dangers of working with her vision problem, and/or;
 - Failed to warn Plaintiff of the dangers of delayed medical treatment for her vision problem, and/or;
 - Ship's medical personnel and/or shore side medical personnel were incompetent and/or negligent in diagnosing the serious nature of Plaintiff's medical condition, and/or;
 - Ship's medical personnel and/or shore side medical personnel were improperly trained to adequately deal with Plaintiff's medical condition, and/or;

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- Defendant's shore side personnel failed to authorize and/or provide for timely and adequate medical care for Plaintiff's medical condition, and/or;
 - Ship's medical personnel and/or shore side medical personnel were not adequately qualified, trained and/or licensed to provide medical care to Plaintiff, all of which injured Plaintiff and/or aggravated Plaintiff's injuries.
- b. The vessel was not reasonably fit for its intended purpose;
 - c. The vessel's crew and medical personnel were not properly trained, instructed or supervised;
 - d. The vessel did not have a fit crew;
 - e. The vessel did not have adequate manpower for the task being performed;
 - f. The crew and Plaintiff were overworked to the point of being exhausted and not physically fit to carry out their duties.
19. As a result of the unseaworthiness of the vessel, the Plaintiff was injured about Plaintiff's body, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and Plaintiff's working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature and Plaintiff will suffer the losses and impairments in the future. In addition Plaintiff in the past and in the future has lost the fringe benefits that come with Plaintiff's job, including but not limited to found, free food, free shelter, free medical care, free uniforms, vacation, and free air line ticket home and back.

WHEREFORE, Plaintiff demands all damages entitled by law, to include pre- and post-judgment interest, and demands jury trial of all issues so triable.

COUNT III

FAILURE TO PROVIDE MAINTENANCE AND CURE

20. Plaintiff realleges, incorporates by reference, and adopts paragraphs one through nineteen as though they were originally alleged herein.
21. Plaintiff while in the service of the vessel as a crew member was injured.
22. Under the General Maritime Law and by operation of treaty, Plaintiff, as a seaman, is entitled to recover maintenance and cure from Defendant until she is declared to have reached *maximum possible cure*. This includes unearned wages (regular wages, overtime, vacation pay and tips), which are reasonably anticipated to the end of the contract or voyage, whichever is longer.
23. Defendant did not timely diagnose and/or treat Plaintiff's medical condition. Defendant failed to provide Plaintiff with prompt, proper and adequate medical treatment for her injuries and other injuries/illnesses developed while in the service of the vessel. Defendant failed to authorize and/or provide Plaintiff with adequate and timely medical treatment, including but not limited to medical treatment recommended by her medical care providers. Defendant failed to provide Plaintiff with timely and/or adequate maintenance. Defendant failed to timely provide reimbursement to Plaintiff for her medical expenses and/or transportation expenses to and from her medical providers. Defendant prematurely terminated Plaintiff's maintenance and cure benefits. Defendant failed to timely re-instate Plaintiff's maintenance and cure benefits. Defendant has sole custody and control of Plaintiff's ship board medical records, Plaintiff's Maintenance and Cure Payment Summary and other documents related to the above. These documents are needed by Plaintiff

to review to show exact dates and amounts.

24. Defendant willfully and callously delayed, failed and refused to pay Plaintiff's entire maintenance and cure so that Plaintiff has become obligated to pay the undersigned a reasonable attorney's fee. In addition, Defendant is late in paying the maintenance and cure.
25. Defendant's failure to pay Plaintiff's entire maintenance and cure is willful, arbitrary, capricious, and in callous disregard for Plaintiff's rights as a seaman. As such, Plaintiff would be entitled to attorney's fee under the General Maritime Law of the United States. Further, Defendant unreasonably failed to pay or provide Plaintiff with maintenance and cure which aggravated her condition and caused Plaintiff to suffer additional compensatory damages including but not limited to the aggravation of Plaintiff's physical condition, disability, pain and suffering, reasonable fear of developing future physical and medical problems, mental anguish, loss of enjoyment of life, feelings of economic insecurity as well as lost earnings or earning capacity, and medical and hospital expenses in the past and into the future.

WHEREFORE, Plaintiff demands all damages entitled by law, to include attorneys fees, pre- and post-judgment interest, and demands jury trial of all issues so triable.

COUNT IV
FAILURE TO TREAT

26. Plaintiff realleges, incorporates by reference and adopts paragraphs one through twenty-five though originally alleged herein.
27. Plaintiff was employed by Defendant as a seaman and was a member of the vessel's crew. The vessel was in navigable waters.
28. It was the duty of Defendant to provide Plaintiff with prompt, proper and adequate medical care.
29. Defendant through the ship's physicians, and/or shoreside physicians and nurses negligently failed to promptly provide Plaintiff with prompt, proper, adequate, and

complete medical care. This conduct includes, but is not limited to:

- a. Defendant not providing Plaintiff with adequate and/or prompt medical care after her initial medical problem and/or when she reported her vision problem; and/or
 - b. Defendant failed to timely provide Plaintiff with treatment in a hospital for her medical condition, and/or
 - c. Defendant not adequately diagnosing the Plaintiff, and/or
 - d. Failing to authorize and/or provide Plaintiff with medical treatment recommended by her medical care providers.
 - e. Defendant prematurely terminating Plaintiff's medical care and not providing her with all the recommended medical care.
30. As a direct and proximate result of Defendants' failure, Plaintiff suffered additional pain, injuries, aggravation of injuries, disability and/or Plaintiff's recovery was prolonged.
31. In addition, the Plaintiff was injured about Plaintiff's body, suffered physical pain and suffering, mental anguish, reasonable fear of developing future physical and medical problems, loss of enjoyment of life, physical disability, impairment, inconvenience on the normal pursuits and pleasures of life, feelings of economic insecurity caused by disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred additional medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages, income lost in the past, and Plaintiff's working ability and earning capacity has been impaired. The injuries and damages are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future.
32. This Count is alleged separately from Jones Act Negligence pursuant to Joyce v. Atlantic Richfield Company, 651 F.2d 676 (10th Cir. 1981) which states, in part, "Negligent failure to provide prompt medical attention to a seriously injured seaman gives rise to a separate claim for relief [for which separate damages are awardable]."

WHEREFORE, Plaintiff demands all damages entitled by law to include pre- and post-judgment interest, and demands jury trial of all issues so triable.

COUNT V
WAGES AND PENALTIES
46 USCA SECTION 10313

33. Plaintiff realleges, incorporates by reference, and adopts paragraphs one through thirty-two as though originally alleged herein.
34. At all times material hereto, Plaintiff was employed as a seaman in the service of the vessel.
35. While in the service of the ship, Plaintiff performed all the work required of her, and carried out the orders given by her superiors.
36. Plaintiff was discharged without any lawful, just or sufficient cause. At the time of Plaintiff's discharge, the vessel was in a port of the United States.
37. At the time of Plaintiff's discharge, Defendant did not pay Plaintiff all of her earned wages, including reimbursement of deductions previously made from Plaintiff's wages. Defendant has sole custody and control of Plaintiff's wage records and personnel file. These documents are needed by Plaintiff to review to show exact dates and amounts with respect to earned wages owing to Plaintiff and deductions made from such earned wages.
38. At the time of Plaintiff's discharge, Plaintiff demanded all her wages, including reimbursement of deductions made from Plaintiff's earned wages.
39. Defendant refused to pay Plaintiff all her earned wages or reimburse Plaintiff for the deductions made therefrom, without sufficient cause.
40. Under 46 U.S.C.A. Section 10313, Plaintiff is entitled to her earned wages, deductions, and two days wages for each day payment is delayed.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, wage penalties, attorney's fees and to include pre- and post-judgment interest as permitted by law. Plaintiff also demands trial by jury.

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By 
TONYA J. MEISTER
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