

**UNITED STATE DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO:

JULIE REIT,

Plaintiff,

v.

CELEBRITY CRUISES

Defendants.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

COMES NOW, the Plaintiff, JULIE REIT, ("MS. REIT") and sues the Defendants, CELEBRITY CRUISES ("CELEBRITY") and alleges as follows:

1. This court has jurisdiction pursuant to Title 28 U.S.C. §1332.
2. At all times material, MS. REIT was and is a citizen and resident of the State of New Jersey.
3. At all times material, CELEBRITY was and is a foreign corporation authorized to do and is doing substantial business in Miami-Dade County, State of Florida with its base of operations in Miami, Miami-Dade County, Florida, and principal place of business located at 1050 Caribbean Way, Miami, Florida 33132.
4. At all times material, CELEBRITY was and is doing substantial business in Miami-Dade County, State of Florida, with its common ownership, management, and/or operation of various passenger cruise ships out of the Port of Miami, Florida, and which passenger cruise ships sailed to various ports with fare paying passengers such as MS. REIT.

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5. CELEBRITY delivered to MS. REIT a contract ticket or contract of passenger carriage for a cruise aboard CELEBRITY's passenger cruise ship, the *EQUINOX*, which required that all claims be brought exclusively in the United States District Court for the Southern District of Florida.

6. On or about August 2, 2010, MS. REIT was a fare paying passenger and invitee aboard CELEBRITY's passenger cruise ship, the *EQUINOX*. On this date, MS. REIT was going down the stairs to get towels when she slipped and fell due to water on the deck.

7. CELEBRITY breached its duty to MS. REIT by failing to maintain this area in a reasonably safe condition under the circumstances.

8. CELEBRITY created the dangerous condition that resulted in MS. REIT's injury by conducting cleaning operations and then failing to dry the area and/or place warning cones/signs and/or failing to cordon off the wet area and/or station a crew member to warn individuals of the wet and slippery nature of the stairs and/or to prevent individuals like MS. REIT from entering the cleaning area and getting hurt.

9. On the date and time of her incident, it is believed that MS. REIT received medical attention from the ship's physician on board CELEBRITY's passenger ship, the *EQUINOX*, for which she has been charged.

10. MS. REIT timely gave notice of this incident to crew and shipboard medical personnel on the date of this incident, and MS. REIT has complied with all notices and provisions of the passenger ticket contract and all conditions precedent to bringing this action.

COUNT I
NEGLIGENCE

MS. REIT re-alleges the allegations of paragraphs 1 through 10, and further alleges:

11. CELEBRITY, its agents, and/or employees had a duty to operate and maintain its passenger cruise ship, the *EQUINOX*, in a reasonably safe condition under the circumstances, and to warn of and correct any dangerous or defective conditions of which CELEBRITY knew or should have known existed, or which it created, in or near the area where MS. REIT was injured.

12. At all times material, CELEBRITY, its agents, and/or employees owed a duty of reasonable care under the circumstances to MS. REIT as a fare paying passenger aboard CELEBRITY's passenger cruise ship, the *EQUINOX*.

13. CELEBRITY, its agents, and/or employees was/were negligent and breached the duty of reasonable care under the circumstances owed to MS. REIT, in that it/they:

- a. Negligently failed to maintain, operate, and inspect the stairs between decks 14 and 12 insuring that it was reasonably safe;
- b. Negligently failed to provide adequate assistance to passengers such as MS. REIT in using the stairs;
- c. Negligently failed to warn MS. REIT about the presence of a slippery liquid on the stairs, all of which was known to and/or created by CELEBRITY;
- d. CELEBRITY, its agents and/or employees failed to have

in place warning signs to alert MS. REIT to the dangers posed by the slippery liquid on the stairs;

e. Negligently failing to provide prompt adequate and reasonable medical care, resulting in severe exacerbation of MS. REIT's injuries;

f. Negligently failed to properly train and/or supervise its crew members and/or employees to properly maintain, and inspect the stairs so that passengers like MS. REIT would not be injured;

g. Negligently failed to implement policies or procedures regarding warning passengers of unsafe or dangerous conditions on board;

h. Negligently failed to properly train and supervise its employees and/or crew members regarding warning passengers of unsafe or dangerous conditions on board;

i. Negligently failed to institute safety inspection procedures to make sure that such above-described unsafe conditions on said vessel, were discovered and made safe;

j. Negligently failed to properly carry out safety inspection procedures to make sure that such above-described unsafe conditions for the vessel were discovered and made safe;

k. Knew of the existence of said dangerous and defective

condition or, in the exercise of reasonable care, should have known of the existence of said dangerous condition and failed to remedy the dangerous condition;

l. Knew of the existence of said dangerous and defective above-described condition, or in the exercise of reasonable care should have known of the existence of said dangerous condition and failed to adequately repair/correct the dangerous condition or to warn any and all passengers including MS. REIT;

m. Negligently created said above-described dangerous and defective condition;

n. Negligently failed to station a crew member in the area of the wet deck to direct passengers and others out of the area, which failure was in direct contravention of CELEBRITY's on board operating procedures; and,

o. Negligently failed to erect warning cones or barricades which would have prevented passengers and others from entering the area, which failure was in direct contravention of CELEBRITY's on board operating procedures.

14. At all times material, the defective dangerous condition was well known to CELEBRITY, its agents and/or employees.

15. The above -described incident and resulting severe and permanent injuries

to MS. REIT were a direct and proximate result of the negligence, and willful wanton carelessness and recklessness of CELEBRITY, its agents and/or employees.

16. As a direct and proximate result of CELEBRITY's negligence as described herein, MS. REIT sustained serious injuries, resulting in loss of function, pain and suffering, disability, disfigurement, mental anguish, the expense of medical care and treatment, possible aggravation of pre-existing medical conditions and loss of the capacity of enjoyment of life, lost wages in the past and impairment of earning capacity in the future. Additionally, MS. REIT lost the value of the monies paid for her cruise and/or carriage aboard CELEBRITY's passenger cruise ship, the *EQUINOX*. MS. REIT's losses are permanent and continuing in nature and she will suffer such losses in the future.

WHEREFORE, the Plaintiff, JULIE REIT, demands judgment against the Defendants, CELEBRITY, for damages in an amount in excess of Seventy Five Thousand Dollars, (\$75,000.00), exclusive of interest and costs, punitive damages, pre and post judgment interest and requests a trial by jury of all issues so triable.

WHEREFORE, PLAINTIFF, JULIE REIT, demands judgment against the Defendants, CELEBRITY, for damages in an amount in excess of Seventy Five Thousand Dollars, (\$75,000.00), exclusive of interest and costs, punitive damages, pre and post judgment interest and requests a trial by jury of all issues so triable.

DEMAND FOR JURY TRIAL

The MS. REITs hereby demand a trial by jury of all of the issues triable by right.

Dated this 26th day of July, 2011.

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