

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

NAVEEN GAHLOT

Plaintiff,
vs.

ROYAL CARIBBEAN CRUISES, LTD.,
and IMAGE PHOTO SERVICES, INC.,
d/b/a IMAGE CORP.

Defendant.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, **NAVEEN GAHLOT**, by and through undersigned counsel, files this complaint and states as follows:

GENERAL AND JURISDICTIONAL ALLEGATIONS

1. This is an action for damages where the amount in controversy exceeds the minimum jurisdictional requirements of this Court, exclusive of interest and costs.
2. That at all times material hereto, the Defendant, ROYAL CARIBBEAN CRUISE LINE, LTD, (Hereafter "RCCL") personally or through an agent:
 - A. Operated, conducted, engaged and/or carried on a business venture in the State of Florida, and in particular Dade County, Florida;
 - B. Was engaged in substantial business activity in the State of Florida, and in particular, in Miami-Dade County, Florida;
 - C. Operated vessels and provided vessels for cruises in the waters of this state;
 - D. Committed one or more acts as set forth in F.S. §48,08(1), 48.181 and 48.193, which submit the defendant to the jurisdiction and venue of this Court. Further, the defendant is subject to the jurisdiction of this Honorable Court due to the foregoing and 28 U.S.C. §1333;
 - E. The acts of defendant set out in the Complaint occurred in whole or in part in Miami-Dade County and/or the State of Florida;

3. The defendant is subject to the jurisdiction of the courts of this state.

4. The causes of action asserted herein are authorized under the Jones Act, 46 U.S.C. §688 et. seq. and the General Maritime Law of the United States.

5. At all times material hereto, defendant, **RCCL**, employed NAVEEN GAHLOT, hereinafter referred to as the **Plaintiff**, as a seaman to serve as a member of the crew of the vessel, "Enchantment of the Seas".

6. At all times material hereto, defendant, **RCCL**, owned, operated, managed, maintained and/or controlled the vessel "Enchantment OTS".

7. At all times material hereto, Plaintiff's employer was an agent of the shipowner.

8. That at all times material hereto, the Defendant, **IMAGE PHOTO SERVICES d/b/a IMAGE CORP.**, hereafter referred to as "**IMAGE**", personally or through an agent:

A. Operated, conducted, engaged and/or carried on a business venture in the State of Florida, and in particular Dade County, Florida;

B. Was engaged in substantial business activity in the State of Florida, and in particular, in Miami-Dade County, Florida;

C. Operated photo services and a photo gallery on the Royal Caribbean Cruise Lines vessel, which provided passenger cruises in the waters of this state;

D. Committed one or more acts as set forth in F.S. §48.08(1), 48.181 and 48.193, which submit the defendant to the jurisdiction and venue of this Court. Further, the defendant is subject to the jurisdiction of this Honorable Court due to the foregoing and 28 U.S.C. §1333;

E. The acts of defendant set out in the Complaint occurred in whole or in part in Miami-Dade County and/or the State of Florida;

9. The defendant, **IMAGE**, is subject to the jurisdiction of the courts of this state, pursuant to F.S. §48.193, as follows: submitting themselves to the jurisdiction by "(1)(a) Operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state;" and "(2) A defendant who is engaged in substantial and not isolated activity within this state, whether such

activity is wholly interstate, intrastate, or otherwise, is subject to the jurisdiction of the courts of this state, whether or not the claim arises from that activity.”

10. The causes of action asserted herein are authorized under the Jones Act, 46 U.S.C. §688 et. seq. and the General Maritime Law of the United States.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

11. At all times material hereto, defendant **IMAGE**, employed the plaintiff, **NAVEEN GAHLOT**, a citizen of India, as a ship’s photographer to serve as a member of the crew of **Defendant, RCCL’s** vessel, Royal Caribbean “Enchantment of the Seas”.

12. At all times material hereto, defendant, **IMAGE**, employed the Plaintiff, Mr. Gahlot, as an employee, serving as a photo concessionaire on the subject vessel “Enchantment of the Seas” and operated, managed, and maintained the photo gallery on the subject vessel, and upon information and belief, on all other Royal Caribbean Ships, Worldwide.

13. Mr. Gahlot’s duties included serving as the ship’s photographer, taking photographs of passengers and passenger-related events on the ship, setting up that part of the ship’s Centrum (central multi-level gallery) to take portrait-type photographs of passengers for **IMAGE** and **RCCL’s** passengers.

14. On or about October 22, 2008, while **NAVEEN GAHLOT** was within the course and scope of his employment, while retrieving necessary equipment from the store room (storage closet) in the photo gallery, a large metal extension pole fell as soon as Mr. Gahlot opened the door and struck Mr. Gahlot’s foot, causing severe injury and requiring surgery.

15. Since the surgery, Mr. Gahlot has suffered pain and swelling in the foot, depression, severe pain to his low back, and upon further x-ray imaging, it has been found that there has been a mal-union in the bones.

16. At all times material, the extension pole was not a regular part of the equipment of the photo gallery and photo department and was not otherwise stored in the storage closet regularly.

17. Due to the severity of the fracture of the right great toe, surgery was performed on October 27, 2008 at the Cleveland Clinic, where two k-wires were used to manipulate the toe in an open reduction of the displaced fracture. The wires were left in

place along with intra-cortical pins and he was advised to be non-weight-bearing for the right foot and to have six weeks of bed-rest following the surgery.

18. After a determination that he was unfit for duty, **IMAGE** and **RCCL** placed him in a substandard hotel with no room service and no assistance at all, necessitating Mr. Gahlot – **who was ordered by his surgeon to be non-weight bearing to this right foot** – to limp to vending machines for whatever sustenance he could obtain by himself for many days following the surgery, exacerbating his pain and delaying healing, and jeopardizing his recovery.

COUNT I

JONES ACT NEGLIGENCE AS TO ROYAL CARIBBEAN CRUISE LINE, INC.

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

19. At all times material hereto, **NAVEEN GAHLOT** was employed by defendant **IMAGE**, to serve as a seaman within the definition of the Jones Act (46 U.S.C. §688 et. seq.) and was a member of the crew of **RCCL**'s vessel, the Enchantment of the Seas.

20. During all times material hereto the defendant's vessel was in navigable waters.

21. Pursuant to its employment of **NAVEEN GAHLOT**, the defendant owed him a duty to supply him with a safe place to work and to supply him with reasonable aides, equipment, workplace, materials, supervision and training such that he could perform his job and tasks in a reasonably safe manner.

22. On or about the above dates, **NAVEEN GAHLOT** was injured due to the fault and negligence of defendant and/or its agents, servants, and/or employees as follows:

A. Failed to supply plaintiff with the tools and materials and equipment reasonably necessary to perform his job in a reasonably safe manner;

B. Failed to use reasonable care to provide the plaintiff with a safe place to work;

C. Failed to promulgate rules and to enforce reasonable rules and regulations to insure the safety and health of defendant's employees and specifically the plaintiff, while engaged in the course and scope of his employment on the ship;

23. Further, defendant required the plaintiff, **NAVEEN GAHLOT**, and other crew members to work under such conditions that plaintiff was unaware of the risks to his well being where the storage closet, unknown to Mr. Gahlot, was being used for purposes unrelated to those operations related to the photo gallery.

24. Defendant, **RCCL**, knew or reasonably should have known of the foregoing conditions causing plaintiff's injuries 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, and took no actions to either warn the plaintiff of these dangerous and unforeseen conditions or to inspect the storage closet and to otherwise take steps necessary to prevent this incident from occurring.

25. As a result of the foregoing failures and breaches, the plaintiff, was injured on or about October 22, 2008.

26. The injuries and losses suffered by the plaintiff, **NAVEEN GAHLOT**, were foreseeable upon the failure and breaches of the defendant, **RCCL**, and, in fact, knew or reasonably should have known of the misuse of the storage closet and the dangerous latent condition lurking therein.

27. As a direct and proximate result of the unseaworthy conditions created by the defendant **RCCL**, plaintiff, **NAVEEN GAHLOT**, was injured in and about his body extremities thereby resulting in pain and suffering, disability, mental anguish, loss of capacity of enjoyment of life, loss of earnings, loss of ability to earn money and medical expenses. These injuries are either permanent or continuing in nature and plaintiff will suffer these losses in the future.

WHEREFORE, plaintiff prays this Honorable Court enter a judgment against defendant, **RCCL**, for compensatory damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) and award any and all other relief this Court deems appropriate. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT II

JONES ACT NEGLIGENCE AS TO IMAGE PHOTO SERVICES

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

28. At all times material hereto, **NAVEEN GAHLOT** was employed by defendant **IMAGE**, to serve as a photographer as a seaman within the definition of the Jones Act (46 U.S.C. §688 et. seq.) and was a member of the crew of **RCCL**'s vessel, the Enchantment of the Seas.

29. During all times material hereto the defendant's vessel was in navigable waters.

30. Pursuant to its employment of **NAVEEN GAHLOT**, the defendant, **IMAGE**, owed him a duty to supply him with a safe place to work and to supply him with reasonable aides, equipment, workplace, materials, supervision and training such that he could perform his job and tasks in a reasonably safe manner.

31. On or about the above dates, **NAVEEN GAHLOT** was injured due to the fault and negligence of defendant, **IMAGE**, and/or its agents, servants, and/or employees as follows:

A. Failed to supply plaintiff with the tools and materials and equipment reasonably necessary to perform his job in a reasonably safe manner;

B. Failed to use reasonable care to provide the plaintiff with a safe place to work;

C. Failed to promulgate rules and to enforce reasonable rules and regulations to insure the safety and health of defendant's employees and specifically the plaintiff, while engaged in the course and scope of his employment on the ship;

32. Further, defendant, **IMAGE**, required the plaintiff, **NAVEEN GAHLOT**, and other crew members to work under such conditions that plaintiff was unaware of the risks to his well being where the storage closet, unknown to Mr. Gahlot, was being used for purposes unrelated to those operations related to the photo gallery.

33. Defendant, **IMAGE**, knew or reasonably should have known of the foregoing conditions causing plaintiff's injuries 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, and took no actions

to either warn the plaintiff of these dangerous and unforeseen conditions or to inspect the storage closet and to otherwise take steps necessary to prevent this incident from occurring.

34. As a result of the foregoing failures and breaches, the plaintiff, was injured on or about October 22, 2008.

35. The injuries and losses suffered by the plaintiff, **NAVEEN GAHLOT**, were foreseeable upon the failure and breaches of the defendant, **IMAGE**, and, in fact, knew or reasonably should have known of the misuse of the storage closet and the dangerous latent condition lurking therein.

36. As a direct and proximate result of the unseaworthy conditions created by the defendant **IMAGE**, plaintiff, **NAVEEN GAHLOT**, was injured in and about his body extremities thereby resulting in pain and suffering, disability, mental anguish, loss of capacity of enjoyment of life, loss of earnings, loss of ability to earn money and medical expenses. These injuries are either permanent or continuing in nature and plaintiff will suffer these losses in the future.

WHEREFORE, plaintiff prays this Honorable Court enter a judgment against defendant, **IMAGE**, for compensatory damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) and award any and all other relief this Court deems appropriate. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT III

UNSEAWORTHINESS AS TO ROYAL CARIBBEAN CRUISE LINE, INC.

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

37. At all times material **NAVEEN GAHLOT** was a seaman and a member of the crew of the defendant, **RCCL**'s vessel which was in navigable waters.

38. At all times material the vessel on which the plaintiff was injured, was owned, operated, managed, or controlled by the defendant, **RCCL**.

39. At all times material hereto the defendant, **RCCL**, has the absolute and non-delegable duty to provide **NAVEEN GAHLOT** with a safe place to work, a safe vessel and a competent crew, and that the allegations hereinafter set forth rendered the

vessel unseaworthy and that said unseaworthy condition was the proximate cause of plaintiff's injuries.

40. The defendant's failure to provide a seaworthy vessel to the plaintiff is predicated on the defendant's failure to:

A. Inspect and correct deficiencies in the manner and method by which the defendant required plaintiff to perform his tasks and assigned duties;

B. Warn in any fashion whatsoever the plaintiff of the unsafe conditions of storage closet, misproperly used, which the defendant, **RCCL**, required the plaintiff to work with on board the vessel;

C. Adequately train, instruct and supervise the vessel and its crew to such degree that the crew would be properly trained for the tasks assigned;

D. Provide a vessel that was not unsafe and unfit due to the conditions created by defendant's conduct;

E. Provide a vessel and a sufficient crew that was reasonably fit for its intended purpose;

41. That the foregoing failures resulted in the unseaworthiness of the vessel, as such, forced the plaintiff to work in an unsafe environment, without the benefit of the aide, materials, equipment necessary to perform his tasks in a reasonable and safe manner, and required plaintiff to perform tasks which defendant knew or should have known would result in injury to him.

42. As a direct and proximate result of the unseaworthy conditions created by the defendant **RCCL**, plaintiff, **NAVEEN GAHLOT**, was injured in and about his body extremities thereby resulting in pain and suffering, disability, mental anguish, loss of capacity of enjoyment of life, loss of earnings, loss of ability to earn money and medical expenses. These injuries are either permanent or continuing in nature and plaintiff will suffer these losses in the future.

WHEREFORE, plaintiff prays this Honorable Court enter a judgment against defendant, **RCCL**, for compensatory damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) and award any and all other relief this Court deems appropriate. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT IV

UNSEAWORTHINESS AS TO IMAGE PHOTO SERVICES

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

43. At all times material **NAVEEN GAHLOT** was a seaman and a member of the photography staff of the defendant, **IMAGE**, which maintained photo services onboard defendant, **RCCL**'s vessel which was in navigable waters.

44. At all times material the photography services on which the plaintiff was injured, was operated, managed, and maintained by the defendant, **IMAGE**.

45. At all times material hereto the defendant, **IMAGE**, has the absolute and non-delegable duty to provide **NAVEEN GAHLOT** with a safe place to work, a safe vessel and a competent crew, and that the allegations hereinafter set forth rendered the vessel unseaworthy and that said unseaworthy condition was the proximate cause of plaintiff's injuries.

46. The defendant's failure to provide a seaworthy vessel to the plaintiff is predicated on the defendant's failure to:

A. Inspect and correct deficiencies in the manner and method by which the defendant required plaintiff to perform his tasks and assigned duties;

B. Warn in any fashion whatsoever the plaintiff of the unsafe conditions of storage closet, improperly used, which the defendant, **IMAGE**, required the plaintiff to work with on board the vessel;

C. Adequately train, instruct and supervise the vessel and its crew to such degree that the crew would be properly trained for the tasks assigned;

D. Provide a vessel that was not unsafe and unfit due to the conditions created by defendant's conduct;

E. Provide a vessel and a sufficient crew that was reasonably fit for its intended purpose;

47. That the foregoing failures resulted in the unseaworthiness of the vessel, as such, forced the plaintiff to work in an unsafe environment, without the benefit of the aide, materials, equipment necessary to perform his tasks in a reasonable and safe manner, and required plaintiff to perform tasks which defendant knew or should have known would result in injury to him.

48. As a direct and proximate result of the unseaworthy conditions created by the defendant **IMAGE**, plaintiff, **NAVEEN GAHLOT**, was injured in and about his body extremities thereby resulting in pain and suffering, disability, mental anguish, loss of capacity of enjoyment of life, loss of earnings, loss of ability to earn money and medical expenses. These injuries are either permanent or continuing in nature and plaintiff will suffer these losses in the future.

WHEREFORE, plaintiff prays this Honorable Court enter a judgment against defendant, **IMAGE**, for compensatory damages in excess of Seventy-Five Thousand Dollars (\$75,000.00) and award any and all other relief this Court deems appropriate. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT V
FAILURE TO PROVIDE ENTIRE MAINTENANCE AND CURE AS TO ROYAL
CARIBBEAN CRUISE LINE, INC.

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

49. On or about October 22, 2008, **NAVEEN GAHLOT** was injured while serving as a crew member on the defendant, **RCCL**'s vessel.

50. Pursuant to General Maritime Law as recognized by the courts of this state and the United States, **NAVEEN GAHLOT** is entitled to recover maintenance and cure from defendant, **RCCL**, until he has reached a point of maximum medical cure. Such maintenance and cure 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, lodging, expense (food and shelter), and the costs of medical care.

51. Defendant, **RCCL**, purposely refused to arrange for and pay such necessary maintenance and cure despite its knowledge that the same is required by law and necessary for the support and treatment of the plaintiff. Plaintiff has employed the undersigned counsel in order to make this claim to obtain what is duly owed by the defendant, **RCCL**.

52. Defendant, **RCCL**'s failure to pay plaintiff's entire maintenance and cure is a callous and willful act in violation of the law and without any reasonable basis, and is

therefore, an arbitrary and capricious act with a complete and total disregard of plaintiff's well established rights as a seaman.

53. As a direct result of the foregoing acts plaintiff has incurred maintenance and medical expenses and has become obligated to pay the undersigned a reasonable attorney's fee.

WHEREFORE, plaintiff prays this Honorable Court enter judgment against defendant, **RCCL**, for all compensatory damages recognized under law, including attorney's fees, prejudgment interest and court costs. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT VI
FAILURE TO PROVIDE ENTIRE MAINTENANCE AND CURE AS TO IMAGE PHOTO SERVICES

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

54. On or about October 22, 2008, **NAVEEN GAHLOT** was injured while serving as a photographer employed by Defendant, **IMAGE**, onboard the RCCL Enchantment of the Seas.

55. Pursuant to General Maritime Law as recognized by the courts of this state and the United States, **NAVEEN GAHLOT** is entitled to recover maintenance and cure from defendant, **IMAGE**, until he has reached a point of maximum medical cure. Such maintenance and cure 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, lodging, expense (food and shelter), and the costs of medical care.

56. Defendant, **IMAGE**, purposely refused to arrange for and pay such necessary maintenance and cure despite its knowledge that the same is required by law and necessary for the support and treatment of the plaintiff. Plaintiff has employed the undersigned counsel in order to make this claim to obtain what is duly owed by the defendant.

57. Defendant, **IMAGE**'s failure to pay plaintiff's entire maintenance and cure is a callous and willful act in violation of the law and without any reasonable basis, and

is therefore, an arbitrary and capricious act with a complete and total disregard of plaintiff's well established rights as a seaman.

58. As a direct result of the foregoing acts plaintiff has incurred maintenance and medical expenses and has become obligated to pay the undersigned a reasonable attorney's fee.

WHEREFORE, plaintiff prays this Honorable Court enter judgment against defendant, **IMAGE**, for all compensatory damages recognized under law, including attorney's fees, prejudgment interest and court costs. Further, plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT VII
FAILURE TO TREAT AND PROVIDE ADEQUATE MEDICAL CURE AS TO ROYAL
CARIBBEAN CRUISE LINE

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

59. Defendant, **RCCL**, is aware that the plaintiff was injured while within the course and scope of his employment with the defendant.

60. Defendant, **RCCL**, is aware of the plaintiff's need for further medical treatment.

61. Defendant, **RCCL**, refused to provide such further and prompt medical treatment and the refusal to provide such further and prompt medical treatment exacerbated the pain and suffering and agony of the plaintiff and has resulted in further injuries to the plaintiff.

62. Further, after a determination that Plaintiff, NAVEEN GAHLOT, was unfit for duty, **RCCL** placed him in a substandard hotel with no room service and no assistance at all, necessitating Mr. Gahlot – **who was ordered by his surgeon to be non-weight bearing to this right foot and to remain on bed rest for six weeks** – to limp to vending machines for whatever sustenance he could obtain by himself for many days following the surgery, exacerbating his pain and delaying healing, and jeopardizing his recovery.

63. As a direct and proximate result of the defendant, **RCCL**'s refusal to provide such prompt and adequate medical care as required by the Jones Act and General Maritime Law, the plaintiff has suffered bodily injury and resulting pain and

suffering, disability, disfigurement, mental anguish, loss of capacity for enjoyment of life, loss of earnings, loss of ability to earn money, aggravation of pre-existing condition and medical expenses. These injuries are permanent and continuing in nature and plaintiff will suffer losses into the future as a result of these injuries.

WHEREFORE, plaintiff prays this Honorable Court enter judgment against defendant, **RCCL**, for all compensatory damages recognized under law including attorney's fees, prejudgment interest and court costs. Further plaintiff demands trial by jury of all issues so triable as a matter of right.

COUNT VIII
FAILURE TO TREAT AND PROVIDE ADEQUATE MEDICAL CURE AS TO IMAGE
PHOTO SERVICES

Plaintiff adopts and realleges paragraphs 1 through 18 and further alleges:

64. Defendant, **IMAGE**, is aware that the plaintiff was injured while within the course and scope of his employment with the defendant.

65. Defendant, **IMAGE**, is aware of the plaintiff's need for further medical treatment.

66. Defendant, **IMAGE**, refused to provide such further and prompt medical treatment and the refusal to provide such further and prompt medical treatment exacerbated the pain and suffering and agony of the plaintiff and has resulted in further injuries to the plaintiff.

67. Further, after a determination that Plaintiff, NAVEEN GAHLOT, was unfit for duty, **IMAGE** placed him in a substandard hotel with no room service and no assistance at all, necessitating Mr. Gahlot – **who was ordered by his surgeon to be non-weight bearing to this right foot and to remain on bed rest for six weeks** – to limp to vending machines for whatever sustenance he could obtain by himself for many days following the surgery, exacerbating his pain and delaying healing, and jeopardizing his recovery.

68. As a direct and proximate result of the defendant, **IMAGE**'s refusal to provide such prompt and adequate medical care as required by the Jones Act and General Maritime Law, the plaintiff has suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for enjoyment of life,

loss of earnings, loss of ability to earn money, aggravation of pre-existing condition and medical expenses. These injuries are permanent and continuing in nature and plaintiff will suffer losses into the future as a result of these injuries.

WHEREFORE, plaintiff prays this Honorable Court enter judgment against defendant, **IMAGE**, for all compensatory damages recognized under law including attorney's fees, prejudgment interest and court costs. Further plaintiff demands trial by jury of all issues so triable as a mater of right.

Dated: October 20, 2011

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