

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

ULF MORLING,

Plaintiff,

vs.

ROYAL CARIBBEAN CRUISES, LTD., and
DR. JOHN DOE, a foreign person

Defendant.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiff, **ULF MORLING** by and through undersigned counsel, hereby sues the Defendant, **ROYAL CARIBBEAN CRUISES, LTD** and alleges as follows:

1. This is an action for damages that exceeds this Court's minimum jurisdictional requirements, to wit, \$75,000.00, exclusive of all interest and costs. . This Court has jurisdiction based upon 28 USC § 1333 and the forum selection clause contained in the passenger ticket between Plaintiff and Defendant, and under the general maritime law of the United States.

2. At all times material, Plaintiff **ULF MORLING**, was and is a resident of Malmo, Sweden, and at all times material was a passenger on Defendant's vessel, **ROYAL CARIBBEAN CRUISES, LTD, Voyager of the Seas**.

3. At all times material, Defendant, **ROYAL CARIBBEAN CRUISES, LTD**, (hereinafter "Defendant") 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. §48,081, 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 (1);

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;

4. Dr. John Doe, whose name is unknown to the Plaintiff, was at all times material hereto the ship's physicians, and is sui juris.

5. On or about September 7, 2010, Defendant owned and operated a passenger cruise ship known as the "**ROYAL CARIBBEAN CRUISES, LTD, Voyager of the Seas,**" such vessel being used as a passenger cruise vessel.

6. At such time and place, Plaintiff, **ULF MORLING**, was lawfully and legally aboard such vessel as a paying passenger with the actual and/or constructive consent of Defendant to be physically present aboard such vessel.

7. All conditions precedent to the institution of this action have been satisfied, or otherwise excused, **ROYAL CARIBBEAN CRUISES, LTD** including the pre-suit notice required by the terms and conditions of Defendants' cruise ticket. (See notice letter attached as Exhibit "A") Ticket is no longer in Plaintiff's possession.

COUNT I

8. Plaintiff re-adopts and re-alleges paragraph 1 through 7, and further alleges as follows:

9. During the subject voyage, Plaintiff was assigned to an interior room, despite having requested an outside balcony cabin. This interior room has one bed (believed to be two attached singles) which spanned the width of the room leaving virtually no space between either side and the wall. Mr. Morling complained of this room configuration on check-in but was told nothing was available until ship arrived in Rome.

10. On September 7, 2010, and before his cabin could be changed the Plaintiff, **ULF MORLING**, was arising from his bed and had to work his way between the bed and the wall in order to reach the bathroom door because of the poor and tight

design and layout of the room. Mr. Morling tripped and fell seriously injuring himself, striking his head and neck and hitting the deck hard. As a result of this accident Mr. Morling underwent neck surgery on September 19, 2010. Causing injuries to his back and spinal column, and loss of use of his left leg due to these injuries.

11. Accordingly, Defendant, **ROYAL CARIBBEAN CRUISES, LTD**, owed a duty to exercise reasonable care under the circumstances in operating the vessel in a reasonably safe manner for the benefit of Plaintiff, **ULF MORLING**.

12. At all times material hereto, the Defendant's actions presented a known, foreseeable and unreasonable risk of harm to the Plaintiff, **ULF MORLING**.

13. Defendant **ROYAL CARIBBEAN CRUISES, LTD**, breached its duty owed to Plaintiff by committing one or more of the following acts or omissions, or was negligent in the operation, maintenance or control of the ROYAL CARIBBEAN CRUISES, LTD Pearl in the following respects:

- A. Failing to exercise reasonable care for the safety of its passenger and in creating a dangerous condition, the layout and size of the bed provided and its proximity to both side walls in Plaintiff's cabin;
- B. Failing to properly maintain and equip the passenger cabins in a reasonable safe condition;
- C. Failing to inspect the passenger cabins in a sufficient manner to determine the presence of dangers and obstructions to safe passage within the cabins;
- D. Failing to provide a reasonable amount of space and walkways, reasonably designed for use by its passengers;
- E. Failing to warn passengers of this known dangerous condition of which Defendant knew or should have known because Defendant created this condition;
- F. Allowing a dangerous condition to exist notwithstanding prior similar injury incidents on this and other vessels in its fleet and this class in passenger cabins, similarly arranged;

- G. Failing to train crew members in the assessment, inspection, discovery of dangerous conditions in passenger cabins;
- H. Failing to remedy known dangerous conditions, and/or conditions that Defendant reasonably should have known were dangerous in its passenger cabins;
- I. Failing to comply with its own internal policies and procedures and those of RCCL as established by the ISM Code, SMS, SQM and other internal operational procedures required by the ISM Code, SOLAS, all applicable health, building and safety codes and ordinances in accordance with 33 CFR 96.100 et. seq., 46 USC Section 3201 et. seq. and all Rules and Regulations, **ROYAL CARIBBEAN CRUISES, LTD** including, but not limited to all relevant NVIC's of the United States Coast Guard, and IMO.

14. As a direct and proximate result of Defendant's negligence and Plaintiff's fall, Plaintiff, **ULF MORLING**, suffered bodily injuries and resulting pain and suffering, physical and severe mental pain and anguish, disfigurement, disability, loss of capacity for the enjoyment of life, expense of hospitalization and surgery, medications, therapy, loss of earnings in the past, loss of the ability to earn money and impaired earnings capacity, expenses for physical therapy, and medical and nursing expenses and aggravation of pre-existing conditions. Said losses are either permanent or continuing in nature and Plaintiff will suffer these losses in the future.

WHEREFORE, Plaintiff, **ULF MORLING**, demands judgment, interest and costs against Defendant, **ROYAL CARIBBEAN CRUISES, LTD**, a trial by jury and any such other relief to which the Plaintiff may be justly entitled. Moreover, Plaintiff demands Trial by Jury of all issues so triable as a matter of right.

COUNT II

NEGLIGENCE OF DR. JOHN DOE, A FOREIGN PERSON

15. Plaintiff re-adopts and re-alleges paragraph 1 through 7, and further alleges as follows:

16. The true identity of Defendant DR. JOHN DOE is presently unknown to Plaintiff and will be discovered in light of discovery regarding the same. However, the existence of DR. JOHN DOE is known to Plaintiff. A timely amendment to the complaint will be made upon discovering the identity of DR. JOHN DOE.

17. At all times relevant to this action, DR. JOHN DOE was an apparent agent of RCCL.

18. At all times relevant to this action, DR. JOHN DOE was an officer of the Voyager of the Seas and a member of the ship's crew.

19. At all times relevant to this action, DR. JOHN DOE was a servant of RCCL

20. At all times relevant to this action, JOHN DOE was an employee of RCCL.

21. At all times relevant to this action, DR. JOHN DOE was actual agent of RCCL.

22. At all times relevant to this action, DR. JOHN DOE was apparent agent of RCCL.

23. At all times relevant to this action, RCCL agreed to indemnify DR. JOHN DOE
with respect to the claims made in this action.

24. At all times relevant to this action, RCCL represented to the passengers onboard the Voyager of the Seas, including Plaintiff, that DR. JOHN DOE was their apparent agent, employee, and/or servant in some or all of the following ways:

- A. DR. JOHN DOE wore an RCCL uniform;
- B. DR. JOHN DOE ate with the ship's crew;
- C. DR. JOHN DOE was an officer of the ship;
- D. DR. JOHN DOE was addressed by RCCL as an officer of the ship and held out to the passengers as an officer of the ship;
- E. DR. JOHN DOE was addressed by the ship's crew as an officer of the ship;
- F. DR. JOHN DOE was under the command of superior ship officers;
- G. The literature provided by RCCL and its representatives showed DR. JOHN DOE as a crew member and/or employee of RCCL;

- H. DR. JOHN DOE worked in the ship's hospital;
- I. DR. JOHN DOE was paid a salary by RCCL;
- J. Passengers were able to charge services rendered by DR. JOHN DOE and/or other shipboard medical personnel to their onboard account;
- K. A photograph of DR. JOHN DOE was prominently displayed onboard the ship along with photographs of the ship's officers;
- L. DR. JOHN DOE was introduced to the passengers along with the other members of the crew at the Captain's cocktail party and/or other shipboard events.

25. Plaintiff relied on RCCL's representations that DR. JOHN DOE was its Agent and the vessel was equipped with a competent medical doctor, and an appropriately and properly equipped ship's hospital.

26. At all times relevant to this action, DR. JOHN DOE was acting within the scope and course of his role as a shipboard physician.

27. As the physician who treated Plaintiff, DR. JOHN DOE owed Plaintiff a duty to provide Plaintiff with competent safe medical care under the circumstances.

28. Following Plaintiff's severe neck and back injury DR. JOHN DOE failed to properly evaluate and recognize the severity of Plaintiff's injuries and arranged to transfer Plaintiff to an inferior ill-equipped hospital without facilities, doctors and equipment to timely treat Plaintiff's injury worsening his condition.

29. DR. JOHN DOE breached his duty to Plaintiff in some or all of the following ways:

- a. failing to properly diagnose Plaintiff;
- b. failing to properly treat Plaintiff;
- c. failing to request that Plaintiff be evacuated from the vessel in a reasonable time;
- d. failing to supervise Plaintiff during an eventual transport to a hospital;

- e. failing to arrange transfer of Plaintiff to a competent and properly equipped hospital;
- f. failing to perform surgery on Plaintiff when he knew or should have known that the surgery was warranted and necessary and that not performing surgery could cause him to suffer unnecessary physical and emotion pain and potential life threatening consequences;
- g. failing to properly administer medications, reasonably safe from tampering and expiration, to Plaintiff.
- h. failure to take appropriate measures to minimize the risk of use of tampered or expired medications.

30. As a direct and proximate result of Dr. John Doe's negligence, Plaintiff was injured about his body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, physical handicap, disability, disfigurement, and aggravation of previously existing conditions. He also incurred medical expenses in the care and treatment of his injuries, and impairment to his earnings or earning capacity. The injuries are permanent or continuing in nature, and Plaintiff will suffer additional losses and impairments in the future.

WHEREFORE, Plaintiff, **ULF MORLING**, demands judgment, interest and costs against Defendant, **DR. JOHN DOE**, a trial by jury and any such other relief to which the Plaintiff may be justly entitled. Moreover, Plaintiff demands Trial by Jury of all issues so triable as a matter of right.

Dated: November 7, 2011.

LAW OFFICE OF GLENN J. HOLZBERG
Offices at Pinecrest II, Suite 220
7685 S.W. 104th Street
Miami, Florida 33156
Telephone: (305) 668-6410
Facsimile : (305) 667-6161

BY: /s/ Glenn J. Holzberg
GLENN J. HOLZBERG
Fla. Bar # 369551