

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO.:

AT LAW AND IN ADMIRALTY

COLETTE CYR,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES LTD.,  
A LIBERIAN CORPORATION, d/b/a  
ROYAL CARIBBEAN CRUISE LINE  
And d/b/a ROYAL CARIBBEAN  
INTERNATIONAL

Defendant.

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**COMPLAINT FOR DAMAGES  
AND DEMAND FOR JURY TRIAL**

The Plaintiff hereby sues the Defendant(s) and files this Complaint for Damages and Demand for Jury Trial, and says:

**THE PARTIES AND JURISDICTION**

1. This is an action seeking damages in excess of \$75,000.00, exclusive of interest, costs and attorney’s fees.

2. Federal subject matter jurisdiction arises under and is by virtue of Diversity of Citizenship pursuant to 28 U.S.C. § 1332, as this is a civil action where the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens or subjects of a State and citizens or subjects of a foreign state, and arises under and is by virtue

of the admiralty or maritime jurisdiction pursuant to 28 U.S.C. § 1333, and is being filed in Federal Court as required by the venue selection clause in the Passenger Contract Ticket issued by the Defendant.

3. The Plaintiff, COLETTE CYR, is a resident of Montreal, Canada.

4. The Defendant, ROYAL CARIBBEAN CRUISE LINE (hereinafter “RCCL”), is authorized to do business in the State of Florida, and at all time material hereto was and is doing business in Miami-Dade County, Florida.

5. The Defendant, at all time material hereto, personally or through an agent, in the County and in the District in which this Complaint is filed:

- a. Operated, conducted, engaged in or carried on a business venture in this state and/or county; and/or
- b. Had an office or agency in this state and/or county; and/or
- c. Engaged in substantial activity within this state; and/or
- d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193;

6. All conditions precedent for filing and maintaining this action have been fulfilled, have been waived, or do not apply.

**OTHER ALLEGATIONS COMMON TO ALL COUNTS**

7. **DATE OF ACCIDENT.** This accident occurred on January 18, 2011.

8. **LOCATION OF ACCIDENT.** This accident occurred on the vessel *Allure of the Seas*, a ship in navigable water while the Plaintiff was a passenger aboard. Accordingly, the Plaintiff’s claims are governed by the general maritime law. Specifically, the accident occurred on the stairway from the 16<sup>th</sup> level to the 15<sup>th</sup> level which descends to the “Sand Bar” and pool

area of the *Allure of the Seas* cruise ship.

9. **STATUS OF PLAINTIFF AS OF DATE AND TIME OF ACCIDENT.** At all times material hereto, the Plaintiff was a passenger on the subject cruise ship described herein and, accordingly, was an invitee while on the vessel. The Plaintiff is in possession of the Passenger Contract Ticket. The Defendant is in possession of the Passenger Contract Ticket or a facsimile thereof.

10. **DESCRIPTION OF THE ACCIDENT.** The Defendant cruise line, Royal Caribbean, owns and operates the cruise ship, *Allure of the Seas*. Royal Caribbean, through its employees on the *Allure of the Seas* failed to maintain its floor and stairwell, and allowed a large area of water to remain on the deck and the adjacent stairwell from the 16<sup>th</sup> level to the 15<sup>th</sup> level of the *Allure of the Seas*. The wet deck and adjacent stairwell, due to the water, was slick, slippery, and extremely dangerous. Royal Caribbean knew or should have known that that particular area is prone to having water spills because of, inter-alia, its close proximity to the pool and/or otherwise being open to and unprotected from the elements. Further, Royal Caribbean should have cleaned up and dried up the large area of water on the deck and the adjacent stairwell the from the 16<sup>th</sup> level to the 15<sup>th</sup> level, where passengers were allowed to walk. As a result of the Defendant's negligence, the Plaintiff on that day and time of the accident descended the stairwell from the 16<sup>th</sup> level to the 15<sup>th</sup> level and she slipped and fell, causing serious, debilitating, and permanent injuries. As a result of this fall the Plaintiff in this case received, *inter alia*, a bimalleolar fracture with lateral displacement, which required reconstructive surgery involving several pins and a plate placed in her left foot due to the severity of the injury. The Plaintiff underwent a second surgery thereafter, to remove the hardware from her ankle, and may be required to undergo further surgeries in the future.

**COUNT I**  
**NEGLIGENCE**

11. The Plaintiff, COLETTE CYR, hereby adopts and realleges each and every allegation in paragraphs 1 through 10, above.

12. **DUTIES OWED BY THE DEFENDANT.** The Defendant owed a “duty to exercise reasonable care for the safety of its passengers” including the Plaintiff herein. See, *Hall v. Royal Caribbean Cruises, Limited*, 888 So.2d 654 (Fla. 3d DCA 2004). The Defendant also owed a “duty to exercise reasonable care under the circumstances”. See, *Harnesk v. Carnival Cruise Lines, Inc*, 1991 WL 329584 (S. D. Fla. 1991). The Defendants “duty is to warn of dangers known to the carrier in places where the passenger is invited to, or may reasonably be expected to visit.” See, *Carlisle v. Ulysses Line Limited, S.A.*, 475 So. 2d 248 (Fla. 3d DCA 1985).

13. The Defendant breached those duties and was negligent by:

- a. Failure to require crew members to wipe down wet areas;
- b. Failure to warn anyone including the Plaintiff who would walk on the deck by the stairwell and the stairwell from the 16<sup>th</sup> level to the 15<sup>th</sup> level of the dangerous condition and the fact that the floor and stairs were wet and slippery;
- c. Failure to inspect for and to observe the slippery area of the deck by the stairwell and the stairwell from the 16<sup>th</sup> level to the 15<sup>th</sup> level;
- d. Observing that the floor area around the stairwell from the 16<sup>th</sup> level to the 15<sup>th</sup> level was wet, but failing to wipe down the wet floor area;
- e. Failing to implement a method of operation which was reasonable and safe and would prevent dangerous conditions such as the one in this case;

- f. Allowing an ongoing, recurring, continuous and/or repetitive problem to occur or to remain on the premises which would cause accident or injuries;
- g. Providing negligent maintenance to the area or to the premises;
- h. Utilizing or allowing negligent method of operations;
- i. Failing to otherwise maintain the area and premises in a safe and reasonable manner.
- j. Failing to comply with applicable industry standards, statutes, and/or regulations the violation of which is negligence per se and/or evidence of negligence;
- k. Failing to otherwise provide its passengers with a safe place to walk;
- l. Failing to comply with applicable standards, statutes, and/or regulations the violation of which is negligence per se and/or evidence of negligence;
- m. Failure to comply with applicable industry standards, statutes, and/or regulations which invokes the Pennsylvania Rule and shifts the burden of proof to the Defendant in the proof of negligence or proof of the absence of negligence.
- n. The Defendant was otherwise negligent.

14. The Defendant created a dangerous condition on the subject ship and allowed the dangerous condition to exist thereby causing an accident on the date referenced above in which the Plaintiff was severely injured.

15. The Defendant either (a) created the dangerous condition, through its agents or employees; (b) had actual knowledge of the dangerous condition; and/or (c) had constructive

knowledge of the dangerous condition.

16. The Defendant had constructive knowledge of the dangerous condition by, *inter alia*, (a) the length of time the dangerous condition existed; (b) the size and/or nature of the dangerous condition; and/or (c) the fact that the dangerous condition, a similar dangerous condition, or the cause of the dangerous condition was repetitive, continuous, ongoing, recurring, or occurring with some regularity. Thus, the dangerous condition was reasonably foreseeable and in the exercise of reasonable care the Defendant should have know about it.

17. In the alternative, notice to the Defendant is not required because the Defendant (a) engaged in and was guilty of negligent maintenance; and/or (b) engaged in and was guilty of negligent methods of operations.

18. The negligent condition was created by the Defendant; and was known to the Defendant; and had existed for a sufficient length of time so that Defendant should have known of it; and was a continuous or repetitive problem thus giving notice to the Defendant.

19. The negligent condition occurred with sufficient regularity so as to be foreseeable by the Defendant, and should have been foreseeable by the Defendant.

20. As a result of the Defendant's negligence, the Plaintiff has suffered bodily injury resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, and loss of ability to earn money. The losses are either permanent or continuing. The Plaintiff has suffered these losses in the past and will continue to suffer them in the future.

**WHEREFORE**, the Plaintiff demands Judgment against the Defendant for damages suffered as a result of the Plaintiff's bodily injury and pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of

hospitalization, medical and nursing care and treatment, loss of earnings, and loss of ability to earn money, loss of important bodily functions, and significant and permanent scarring or disfigurement, which have been incurred or suffered in the past and will be incurred or suffered in the future; all court costs, interest, and any and all other damages which this Court deems just or appropriate. The Plaintiff further demands a jury trial on all issues so triable.

Respectfully submitted,

CURT OBRONT, ESQ., P.A.  
Attorneys for Plaintiff

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