

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

GAIL DREYER

Plaintiff

vs.

NCL (Bahamas), Ltd., a
Bermuda Company,

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, GAIL DREYER by and through undersigned counsel, and sues the Defendant, NCL (Bahamas), Ltd. and further states as follows:

GENERAL ALLEGATIONS

1. This is a cause of action which is brought in the District Court for the Southern District of Florida pursuant to 28 U.S.C. 1333 and the forum selection clause of Plaintiff's passenger cruise ticket contract with Defendant. The cause of action is in excess of \$75,000.00. There is true and complete diversity of citizenship. Plaintiff is a resident and citizen of the state of New York. This is a maritime cause of action.
2. Plaintiff has complied with all conditions precedent to bringing this action or such conditions do not apply to Plaintiff herein.
3. Defendant NCL (Bahamas) Ltd. is, upon information and belief, a foreign and/or Bahamian corporation, which is licensed to do business in Florida as a cruise line. Defendant's base of operations is in Miami, Dade County, Florida.

COUNT ONE-NEGLIGENCE

4. Plaintiff reavers and realleges paragraphs One through Three as if set forth herein.

5. On or about August 3, 2011, Plaintiff was an adult fare paying passenger on Defendant's vessel PRIDE OF AMERICA. Defendant owned and/or operated the PRIDE OF AMERICA on the aforesaid date.
6. At all times material Defendant owed Plaintiff a duty of reasonable care in the circumstances aboard its vessel.
7. Notwithstanding Defendant's duty as aforesaid, Defendant breached its duty by unreasonably:
 - a. Failing to properly conduct tendering operations, and/or;
 - b. Failing to have a safe means of boarding the vessel, and/or;
 - c. Failing to have a properly trained and supervised crew to conduct tendering operations, and/or;
 - d. Failing to have proper procedures for passengers to board the vessel safely, and/or;
 - e. Failing to warn of dangers in boarding the vessel during tendering operations, and/or;
8. As a result of the foregoing, the Plaintiff was injured when she fell between a tender boat and a floating dock while being assisted on board by two crew members from the lifeboat (tender) to the floating dock at Kona in the Hawaiian Islands. Only one employee was holding on to Plaintiff and she was allowed to fall between the tender and the floating dock.
9. At all times material, the Defendant either created the dangerous conditions of which Plaintiff complains and/or the dangerous conditions existed for a sufficient period of time that Defendant had constructive knowledge of the dangerous conditions and/or Defendant had actual knowledge of the dangerous conditions hereinbefore alleged in paragraph seven to have caused or contributed to causing Plaintiff's injury.

10. At all times material, Plaintiff acted with due care for her own safety.
11. At all times material hereto, Defendant NCL (Bahamas) Ltd., was in direct control of the vessel where Plaintiff was injured.
12. As a result of the negligence of the Defendant as aforesaid, the Plaintiff was injured in and about her body and extremities and suffered pain, mental and emotional distress and anguish therefrom; incurred medical expense, scarring and disfigurement and physical handicap and a loss of the ability to enjoy life; suffered a loss of earnings and loss of earning capacity, suffered an aggravation of a pre-existing condition, suffered a loss of enjoyment of the cruise. Said personal injuries are permanent and/or continuing in nature and the Plaintiff shall continue to suffer such losses and impairments in the future.

WHEREFORE, Plaintiff demands judgment from Defendant for damages, pre-judgment interest and costs. Jury trial is demanded.

DATED this 31st Day of January, 2012.

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