

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

PATRICIA JANTZEN,

Plaintiff,

vs.

CARNIVAL CORPORATION,
d/b/a CARNIVAL CRUISE LINES,
a Foreign for Profit Corporation

Defendants.

COMPLAINT

Comes now Plaintiff, PATRICIA JANTZEN, by and through her undersigned attorneys, hereby sues the Defendant, Carnival Corporation, doing business as Carnival Cruise Lines, and alleges:

COUNT I
NEGLIGENCE OF CARNIVAL CORPORATION

1. This is an action for damages that exceed \$75,000.00, exclusive of attorney's fees, interest and costs.
2. This Contract of Passage between Plaintiff and Defendant requires that Plaintiff file suit in the United States District Court for the Southern District of Florida. Attached is an exemplar of the Forum Selection Clause (Exhibit "A").
3. Plaintiff is an adult resident of Niceville, Florida.

4. The Defendant, Carnival Corporation, doing business as Carnival Cruise Lines (hereinafter “Carnival”), is a foreign for profit corporation authorized to do business and doing business in Dade County, Florida.

5. Carnival’s principal office is located at or near 3655 NW 87th Avenue, Miami, Dade County, Florida. Pursuant to the contract of passage, the Plaintiff is required to file suit in United States District Court for the Southern District of Florida.

6. At all times material hereto, Carnival owned and/or operated a cruise ship, known as the Carnival VICTORY.

7. On or about January 18, 2011, Patricia Jantzen (hereinafter “Ms. Jantzen”), was a fare paying passenger on the Carnival VICTORY. Plaintiff had an agreement with carnival Cruise Lines to extend the Statute of Limitations.

8. At said time, Carnival owed a duty to its passengers, generally, and to Plaintiff, specifically, to operate its cruise ship business in a reasonably safe manner and to maintain its said cruise ship, the Carnival VICTORY, in a reasonably safe condition, to include inspecting the outside decks and by exercising reasonable care to keep said decks free from defects, transient foreign objects and conditions that might foreseeably give rise to loss, injury or damage to its passengers and business invitees and to warn said individuals and others lawfully on the aforementioned cruise ship of any dangerous condition or risk of which Carnival, through its agents, servants and/or employees, either knew, or in the exercise of reasonable care, should have known was present and likely to cause loss, injury or damage.

9. On or about January 18, 2011, Ms. Jantzen, while lawfully on Defendant’s cruise ship and a passenger and business invitee on the Carnival VICTORY ship, was injured when a foreign substance was allowed to accumulate on the deck and had Carnival exercised reasonable

precaution and/or inspection procedures, Carnival would have noted the unsafe and/or defective condition and remedied the same.

10. At all times material hereto, Carnival, by and through its agents, servants, and/or employees, breached its duty to Plaintiff by committing one or more of the following negligent acts of commission and/or omission, which proximately caused injuries to Ms. Jantzen:

a) negligently and/or carelessly failed to operate its cruise ship in a reasonably safe manner and failed to maintain the deck in a reasonably safe manner and/or to allow the deck to exist in such a poor state of maintenance that the same was a dangerous condition;

b) failed to implement a proper inspection plan and/or program to make sure the decks are maintained in a reasonably safe condition;

c) Carnival knew or should have known through the exercise of ordinary and reasonable care that its decks were in a poor state of maintenance and that the same was a dangerous condition;

d) Carnival knew or should have known of the dangerous condition of the decks and failed to exercise reasonable care to remedy said condition;

e) Carnival failed to warn its passengers, including Ms. Jantzen, of the dangerous condition of the decks when Carnival knew or should have known that the decks were in a dangerous condition;

f) Carnival failed to train its shipboard personnel to properly maintain and/or inspect the decks.

11. As a direct and proximate cause of the negligence of Carnival, Ms. Jantzen was injured when a wet and/or foreign substance on an outside deck caused Plaintiff to slip and fall

and injure her right knee sustaining a dislocation fracture and necessitating surgery causing pain and suffering, loss enjoyment of life, loss of income (past and future), incur medical expenses (past and future), mental pain and suffering and otherwise damaged the Plaintiff so that Plaintiff is entitled to an award of damages to compensate the Plaintiff.

WHEREFORE, Plaintiff, Patricia Jantzen, hereby demands judgment for damages against the Defendant, Carnival Corporation, doing business as Carnival Cruise Lines, in an amount in excess of \$75,000.00, exclusive of attorney's fees but inclusive of, interest and costs.

COUNT II
NEGLIGENT MODE OF OPERATIONS BY CARNIVAL

12. Plaintiff realleges the allegations set forth in paragraphs 1 through 11 above as though the same were herein fully set forth at length.

13. At all times material hereto Carnival had a duty to use reasonable care in its mode or method of operation so as to operate its cruise ship business in a reasonably safe manner and to maintain the deck in a reasonably safe condition, to include minimizing or eliminating the likelihood of dangerous conditions arising or existing, such as the poorly maintained deck, that existed at the time Ms. Jantzen was injured therefrom.

14. At all times material hereto, Carnival owed a duty to its passengers, generally, and to Ms. Jantzen, specifically, not to create or allow a dangerous or unsafe condition to exist as a result of its selected mode or method of operation.

15. Carnival's mode or method of operation, including, but not limited to, its decision as to the staffing level of the crew aboard its cruise ships VICTORY were inadequate and/or insufficient so that ship personnel did not have sufficient time, training or instruction to properly inspect the decks to make sure the same were in a proper state of repair and/or more particularly, failed to inspect the decks near Ms. Jantzen's cabin.

16. Carnival's mode or method of operation, including, but not limited to, its decision to not inspect and/or properly inspect and/or adequately inspect the deck where Ms. Jantzen had her accident or allowed an unsafe condition to occur and/or exists on a regular and/or frequent basis thus rendering such condition foreseeable.

17. Carnival failed to implement an adequate system to prevent, identify and maintain decks which constituted negligence and was the proximate cause of Ms. Jantzen's slipping and suffering injuries, to specifically include injuring her right knee sustaining a dislocation fracture and necessitating surgery.

18. On January 18, 2011, Carnival by and through its agents, servants, and/or employees, could have and should have reasonably anticipated that its mode or method of operation would result in poorly maintained decks injuring passengers such as occurred to Ms. Jantzen.

19. Carnival failed to exercise reasonable care to modify its mode or method of operation or to adopt an appropriate mode or method of operation so as to reduce, minimize or eliminate the foreseeable risk that a passenger or others lawfully on its VICTORY ship would be injured by poorly maintained decks on the Carnival VICTORY.

20. As a direct and proximate result of Carnival's negligent mode or method of operation and the resulting dangerous and unsafe condition (inadequate or poorly maintained decks on the Carnival VICTORY created and/or allowed to exist thereby, Ms. Jantzen slipped and fell, was injured to her right knee sustaining a dislocation fracture and necessitating surgery, suffered pain therefrom, was forced to miss work and suffer wage loss, incurred medical expenses for the treatment of her said injuries, suffered mental anguish, physical handicap, an impairment of future earning capacity and has therefrom suffered loss of enjoyment of life. Plaintiff's injuries

are permanent and continuing in nature and Plaintiff will continue to suffer losses and impairments in the future.

WHEREFORE, Plaintiff, Patricia Jantzen, hereby demands judgment for damages against the Defendant, Carnival Corporation, doing business as Carnival Cruise Lines, in an amount in excess of \$75,000.00, exclusive of attorney's fees but inclusive of interest and costs..

DATED this 27 day of February, 2012.

Respectfully submitted,

s/Jonathan B. Aronson

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