

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

JOEL GOLDBERG,

Plaintiff,

v.

CELEBRITY CRUISES, INC.

Defendant,
_____ /**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff sues Defendant and alleges:

PRELIMINARY ALLEGATIONS

1. Plaintiff is a citizen of the state of Maryland and Defendant Celebrity Cruises, Inc. (hereinafter "CELEBRITY") is a Florida corporation with a principal place of business in Florida.
2. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332. In the event diversity jurisdiction does not apply, then this matter falls under the admiralty and maritime jurisdiction of this Court.
3. Defendant, at all times material hereto, personally or through an agent:
 - a. Operated, conducted, engaged in or carried on a business venture in this state and/or country or had an office or agency in this state and/or country;
 - b. Was engaged in substantial activity within this state;
 - c. Operated vessels in the waters of this state;

- d. Committed one or more of the acts stated in Florida Statutes, Sections 48.081, 48.181 or 48.193;
 - e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state;
 - f. The Defendant, as a common carrier, was engaged in the business of providing to the public and to the Plaintiff in particular, for compensation, vacation cruises aboard the vessel, CENTURY.
- 4. At all times material hereto, Defendant CELEBRITY is subject to the jurisdiction of the Courts of this state.
 - 5. At all times material hereto, the causes of action asserted in this Complaint arise under the General Maritime Law of the United States.
 - 6. At all times material hereto, Defendant CELEBRITY owned, operated, managed, maintained and/or controlled the vessel CENTURY.
 - 7. On or about March 15, 2011, Plaintiff Joel Goldberg was a paying passenger on the vessel CENTURY, which was in navigable waters.
 - 8. While aboard the vessel CENTURY, the Plaintiff suffered serious personal injuries when he was forced into a metal barrier in the vessel's pool. As a result thereof Plaintiff suffered physical injuries to his right hand.

COUNT I – NEGLIGENCE

- 9. Plaintiff realleges, adopts, and incorporates by reference the allegations in paragraphs 1 through 8 as though alleged originally herein.
- 10. It was the duty of CELEBRITY to provide Plaintiff with reasonable care under the circumstances.

11. On or about March 15, 2011, CELEBRITY and/or its agents, servants, and/or employees breached its duty to provide Plaintiff with reasonable care under the circumstances.
12. Plaintiff was injured due to the fault and/or negligence of CELEBRITY and/or its agents, servants, joint ventures and/or employees as follows:
 - a. Failure to provide an adequately hazard free and/or adequately safe pool area for the enjoyment of the Plaintiff , and/or;
 - b. Failure to adequately monitor the pool in which Plaintiff was injured due to the conditions permitted to exists and/or arise in the pool while being used by the Plaintiff, and/or;
 - c. Failure to adequately enforce the pool rules to prevent an otherwise unsafe condition from arising in the pool area where Plaintiff suffered his injury, and/or;
 - d. Failure to properly supervise the pool area where Plaintiff suffered his injury, and/or;
 - e. Failure to provide an adequately safe pool environment for the use of all it's passengers, and/or;
 - f. Failure to identify the hazards that the pool area in which the Plaintiff suffered his injury posed to the Plaintiff as a result of the Defendant's inadequate pool rules and the enforcement of them, and/or;
 - g. Failure to adequately maintain the pool area where Plaintiff suffered his injury, and/or;

- h. Failure to adequately inspect the pool area in which the Plaintiff suffered his injury, and/or;
- i. Failure to timely correct the dangerous and/or unsafe conditions in the pool area in which Plaintiff suffered his injuries, after the conditions became known to the Defendant or should have become known to the Defendant if they had exercised reasonable care and prior to those conditions being permitted to cause injury to the Plaintiff, and/or
- j. Failure to adequately warn Plaintiff, during the voyage on which the Plaintiff was injured, of the danger to the Plaintiff that the lack of adequate, maintenance, inspection, and supervision of the pool area in which the Plaintiff suffered his injuries posed to him, and/or;
- k. Failure to adequately design the subject area in which the Plaintiff suffered his accident so as to design out the possibility for the Plaintiff's accident to have occurred, and/or;
- l. Failure to have adequate rules and/or procedures in place at the time of the Plaintiff's accident for the subject area in which the Plaintiff suffered his accident so as to prevent the possibility for the Plaintiff's accident to have occurred, and/or;
- m. Failure to provide any written or verbal instructions and/or warnings concerning the dangerous and/or unsafe conditions that existed in the pool area where Plaintiff suffered his injuries, and/or;

- n. Failure to ascertain the cause of prior similar accidents happening on any of the Defendant's vessels fleet wide so as to take adequate measures to prevent their reoccurrence, and more particularly Plaintiff's accident.

All of which caused and/or contributed to the Plaintiff becoming injured when he was forced into a metal barrier while swimming in one of the CENTURY's pools.

13. At all material times, CELEBRITY had exclusive custody and control of the vessel CENTURY.

14. At all times material hereto, CENTURY negligently failed to determine the hazards in the pool area in which the Plaintiff suffered his injury posed to the Plaintiff. Failed to eliminate or modify the hazard that the pool area in which the Plaintiff suffered his injuries posed to Plaintiff and failed to properly warn the Plaintiff of the hazard. In addition, CELEBRITY violated the International Safety Management Code's goals and intent and failed to have properly, adequately and safely implement the International Safety Management Code. Further, CELEBRITY failed to have a proper, adequate and safe, Safety Management System Manual aboard the vessel CELEBRITY and/or failed to follow it in respect to the Plaintiff's incident/accident. As a result, all of the above caused and/or contributed to the Plaintiff being injured when he suffered an injury in the pool on the CELEBRITY.

15. CELEBRITY knew of the foregoing conditions causing Plaintiff's accident and did not correct them, or the conditions existed for a sufficient length of time so that CELEBRITY in the exercise of reasonable care under the circumstances should have learned of them and corrected them.

16. As a result of the negligence of CELEBRITY, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, physical handicap, post traumatic stress disorder and other mental and/or nervous disorders, suffered the aggravation of any previously existing conditions and incurred medical expenses in the care and treatment of Plaintiff's injuries. The Plaintiff also lost earnings and lost earning capacity both past and future as well as losing the benefit of Plaintiff's entire vacation, cruise and transportation costs. Further, the injuries resulting from his accident are permanent or continuing in nature and Plaintiff will suffer these losses and impairment into the future.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against the Defendant and demands trial by jury.

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