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6 **UNITED STATES DISTRICT COURT**  
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8 **CENTRAL DISTRICT OF CALIFORNIA**

9 VIRGINIA REYES  
Plaintiff,

10 vs.

11 PRINCESS CRUISE LINES, LTD. doing  
12 business as PRINCESS CRUISES

13 Defendants.  
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CASE NO.:

**PLAINTIFF'S COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Filed: 8/6/2015

Judge:

Magistrate:

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff sues Defendant and alleges

**SUBJECT MATTER JURISDICTION ALLEGATIONS**

1. This matter is being brought under the maritime and admiralty jurisdiction of the Court. In particular, Plaintiff brings this action pursuant to Article III, §2 of the United States Constitution, delegating jurisdiction over admiralty cases to the federal courts. In particular, Plaintiff brings this action pursuant to 28 U.S.C. §1333 which gives Article III courts “original jurisdiction ... of ... [a]ny civil case of admiralty or maritime jurisdiction.” *Aqua Log, Inc. v. Lost and Abandoned Pre-Cut Logs and Rafts of Logs*, 709 F. 3d 1055, 1058 (11th Cir. 2013).

2. Federal admiralty jurisdiction extends to all navigable waters, salt or fresh, with or without tides, natural or artificial, which are in fact navigable. *Aqua Log, Inc.*, at 1058. Thus, for a federal district court to have admiralty jurisdiction, the body of water must be navigable. *Id.* The term “navigable waters” means a body of water which, in its present configuration, constitutes a highway of commerce, between the states or with foreign countries. *Smith v. The Abandoned Vessel*, 610 F. Supp. 2d 739 (S.D. Tex. 2009). *See also Complaint of Paradise Holdings, Inc.*, 795 F. 2d 756 (9th Cir. 1986) (“To invoke federal admiralty jurisdiction in tort cases, the tort must occur on navigable waters and bear a significant relationship to traditional maritime activity”).

3. Defendant Princess operates the vessel *Golden Princess* in navigable waters, on the high seas, between ports in the United States and ports in foreign countries. In particular, Defendant Princess is in the business of providing to the public and to the Plaintiffs for compensation, vacation cruises aboard its vessel. The function and role of Defendant’s ship, *Golden Princess*, therefore, is clearly maritime.

4. On or about February 21, 2014, Plaintiff was a paying passenger on Defendant’s vessel, *Golden Princess*, which was in navigable waters. On the aforementioned date the Plaintiff slipped on a wet floor and sustained an internal head injury. The Plaintiff’s incident occurred while the ship was on navigable waters.

5. This Honorable Court has admiralty jurisdiction over this case because the tort (the Plaintiff’s injuries and the shipowner’s negligence<sup>1</sup>) occurred on navigable waters. More

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<sup>1</sup> The Defendant-shipowner’s negligence is succinctly described in the Plaintiff’s substantive allegations below.

1 importantly, the case arises out of a traditional maritime activity: a cruise ship transporting  
2 passengers on the high seas.

3 6. Pursuant to binding United States Supreme Court precedent, the legal rights and liabilities  
4 arising from the incident are within the full reach of this court’s admiralty jurisdiction. *See*  
5 *Kermarec v. Compagnie Generale Transatlantic*, 358 U.S. 625, 628 (1959) (“Kermarec was  
6 injured aboard a ship upon navigable waters. It was there that the conduct of which he complained  
7 occurred. The legal rights and liabilities arising from that conduct were therefore within the full  
8 reach of the admiralty jurisdiction and measurable by the standards of maritime law.”); *Doe v.*  
9 *Celebrity Cruises, Inc.* 394 F. 3d 891, 900 (11th Cir. 2004) (“As the cruise industry is maritime  
10 commerce, a crew member’s sexual assault on a passenger obviously has a potentially disruptive  
11 impact on maritime commerce ... Admiralty jurisdiction obviously exists where a crew member  
12 sexually batters a passenger while the two are onboard the ship.”); *Complaint of Paradise*  
13 *Holdings, Inc.*, 795 F. 2d 756 (9th Cir. 1986) (“[T]he wrong alleged here is the negligent operation  
14 of a vessel in navigable waters. The alleged wrong has a traditional maritime flavor sufficient to  
15 invoke this jurisdiction. The function and role of the ship and its crew were clearly maritime. The  
16 type of vehicle involved was a ship ... We conclude that there existed here a sufficient relationship  
17 to traditional maritime activity to support admiralty jurisdiction.”).

18 7. Additionally, the Defendant entered with the Plaintiffs into a maritime contract. The  
19 contract, titled “Passage Contract,” is between the Guest (in this case the Plaintiffs) and  
20 Defendant, referred to in the contract as “Princess Cruise Lines, Ltd” The contract includes a  
21 forum selection clause which provides that “[a]ll claims involving Emotional harm, bodily injury,  
22 illness to or death of any Passenger whatsoever arising out of or relating to this Passage Contract  
23 or Your Cruise shall be litigated before a court of competent jurisdiction located in the County of  
24 Los Angeles, California, U.S.A., to the exclusion of the courts of any other country, state, city,  
25 municipality, county or locale.” The United States District Court for the Central District of  
26 California is a “court of competent jurisdiction located in Los Angeles, California, U.S.A.”

27 **PERSONAL JURISDICTION ALLEGATIONS**

28 8. Defendant is subject to the jurisdiction of the Courts of this state.

9. Defendant Princess’ “Passage Contract” includes a forum selection clause which forces all  
Princess’ passengers (such as the Plaintiffs) to litigate all of their “bodily injury, illness to or death  
of any Passenger *whatsoever arising out of or relating to this Passage Contract or Your Cruise*

1 ... before a court of competent jurisdiction located in the County of Los Angeles, California,  
2 U.S.A., to the exclusion of the courts of any other country, state, city, municipality, county or  
3 locale.” (Emphasis added). Here, this case involves a claim of “illness to or death of” a passenger,  
4 “arising out of or relating” to the Plaintiff’s cruise. Defendant Princess is a named party in the  
5 passage contract (and the aforementioned forum selection clause). Accordingly, by virtue of this  
6 forum selection clause, Defendant has purposefully availed itself of the jurisdiction of courts in  
7 California.

- 7 10. Defendant, at all times material hereto, personally or through an agent;
- 8 a. Operated, conducted, engaged in or carried on a business venture in this state and/or
  - 9 country or had an office or agency in this state and/or county;
  - 10 b. Was engaged in substantial activity within this state;
  - 11 a. Operated vessels in the waters of this state;
  - 12 b. Purposefully availed themselves of the benefits of conducting activities in California
  - 13 by purposefully directing their activities toward the state, thereby obtaining the benefits
  - 14 and protections of the state’s laws;
  - 15 c. The acts of Defendants set out in this Complaint occurred in whole or in part of this
  - 16 country and/or state,

16 11. Defendant Princess was engaged in the business of providing to the public and to the  
17 plaintiff in particular, for compensation, vacation cruises aboard their vessel.

18 12. Defendant Princess included a forum selection clause in the passenger-ticket contract  
19 requiring all litigation to be brought in a court of competent jurisdiction in Los Angeles,  
20 California.

20 **GENERAL ALLEGATIONS**

21 13. The causes of action asserted in this Complaint arise under the General Maritime Law of  
22 the United States.

23 14. At all times material hereto, Defendant owned, operated, managed, maintained and/or  
24 controlled the vessel, *Golden Princess*.

25 15. At all times material hereto, Defendant Princess owned, operated, managed, maintained  
26 and/or controlled the medical equipment in the ship’s medical facility aboard the vessel, *Golden*  
27 *Princess*.

1 16. On or about February 21, 2014, Plaintiff was a paying passengers on the Defendant's  
2 vessel, *Golden Princess*, which was in navigable waters, for a cruise which began on February 14,  
3 2014 and was scheduled to end on March 1, 2014.

4 17. While walking on deck 14 of the vessel, Plaintiff slipped and fell backwards on an  
5 extremely wet tile floor, and hit the back of her head against the floor. The wet tiled floor was in a  
6 partially enclosed area near a bar/restaurant located on deck 14 of the ship. Plaintiff could not tell  
7 the floor was wet prior to her fall, but after the fall, it became clear that there was a tremendous  
8 amount of water on the floor. Reyes was treated in the medical facility onboard the ship for severe  
9 headaches.

10 18. Upon returning home to California, Plaintiffs' headaches persisted and worsened. So much  
11 so that on March 3, 2014, Ms. Reyes sought medical treatment at Kaiser Permanente Medical  
12 Group. There, an x-ray of her cervical spine and a brain CT-Scan was taken. The x-ray of her  
13 cervical spine revealed mild to moderate cervical spondylotic changes, and the Brain CT-Scan  
14 revealed a bilateral subdural hematoma with brain compression.

15 19. Ms. Reyes was provided with conservative treatment (steroids) in attempt to better her  
16 condition. However, Ms. Reyes' excruciating headaches continued to worsen. A repeat CT-Scan  
17 revealed a worsening of her internal head injury. As such, on March 14, 2014, Ms. Reyes  
18 underwent a Subdural Evacuation Port System ("SEPS") procedure, whereby a hole was drilled in  
19 her skull in order to drain the blood from her skull. The following day, the SEPS was removed.

20 20. Since the incident, Ms. Reyes has suffered from persistent severe headaches, neck  
21 stiffness, dizziness, short-term memory loss, cognitive and physical fatigue, right arm and hand  
22 numbness, and emotional distress stemming from the traumatic experience.

### 23 **COUNT I – NEGLIGENCE**

24 Plaintiff re-alleges, adopts, and incorporates by reference the allegations in paragraphs one  
25 (1) twenty (20) as though alleged originally herein.

26 21. Plaintiff was injured when she slipped and fell backwards on an extremely wet tile floor,  
27 and hit the back of her head against the floor, due to the fault and/or negligence of Defendant,  
28 and/or its agents, servants and/or employees as follows: 1. Failed to maintain the area clean and in  
dry condition and/or 2. Allowed water and/or other slippery substance to fall on the floor surface;  
and/or 3. Failed to have a non-slip or non-skid surface on the floor area; 4. Failed to warn plaintiff  
of the danger of a wet and slippery floor area; and/or 5. Failed to place rubber mats or other non-  
slip coverings in and around the area; and/or 6. Failed to provide non-skid floor surface in and

1 around the area; and/or 7. Failed to put up warning signs or cones warning plaintiff of the  
2 dangerous condition in and around the area; and/or 8. Failed to have an adequate floor surface in  
3 and around the area; and/or 9. Failed to have a procedure in place in order to ensure the floor is  
4 free from any dangerous condition and/or 10. Failed to use adequate cleaning products for the  
5 floor creating the dangerous condition, and/or 11. Failed to have proper and adequate lighting in  
6 the area of plaintiff's accident, all of which caused plaintiff to be injured when she slipped and fell,  
7 and/or 12. Failed to provide plaintiff with prompt, and proper medical care all of which aggravated  
8 plaintiff's injuries.

9 22. At all material times, Defendant had exclusive custody and control of the above named  
10 vessel.

11 23. At all material times, Defendant negligently failed to determine the hazards on the vessel  
12 to plaintiff, failed to eliminate the hazard, failed to modify the hazard and failed to properly warn  
13 plaintiff of the hazard. Defendant violated the International Safety Management Code and failed to  
14 have a proper, adequate and safe Safety Management System Manual. All of which caused the  
15 plaintiff to be injured.

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

19 25. As a result of the negligence of Defendant, the Plaintiff was injured about plaintiff's body  
20 and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability,  
21 disfigurement, aggravation of any previously existing conditions therefore, incurred medical  
22 expenses in the care and treatment of plaintiff's injuries, suffered physical handicap, lost wages and  
23 his working ability has been impaired. The injuries are permanent and continuing in nature, and  
24 Plaintiff will suffer the losses and impairments in the future. In addition, plaintiff lost the benefit  
25 of plaintiff's vacation, cruise, and transportation costs.

26 Wherefore, the plaintiff demands judgment for all damages recoverable under the law  
27 against the defendant and demands trial by jury.  
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LIPCON MARGULIES ALSINA & WINKLEMAN

DATED: 8/6/15

BY: s/ Carlos Felipe Llinas Negret  
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