

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**MIAMI DIVISION**

**CASE NO.:**

**MAUREEN FISHER,**

**Plaintiff,**

**vs.**

**OCEANIA CRUISES, INC.,**

**Defendant.**

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**COMPLAINT AND JURY DEMAND**

Plaintiff, MAUREEN FISHER (hereinafter "FISHER"), hereby brings this civil action and sues Defendant, OCEANIA CRUISES, INC. (hereinafter "OCEANIA") and alleges:

**THE PARTIES**

1. Plaintiff, FISHER is a resident of the State of California who, at all material times, was a fare paying passenger aboard the cruise ship *MARINA*.
2. Defendant, OCEANIA is a Panamanian cruise line which maintains its principal place of business in Miami-Dade County, Florida.
3. At all material times, OCEANIA owns or otherwise operates the *MARINA*.

**JURISDICTION & VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 as the parties are completely diverse and the amount in controversy exceeds the seventy-five thousand dollars (\$75,000.00) exclusive of attorney fees, costs and interest.

5. Alternatively, this Court also has admiralty subject matter jurisdiction pursuant to 28 U.S.C. § 1333 as the incident which makes up this civil action occurred on navigable waters and had the potential to disrupt maritime commerce.

6. This Court has personal jurisdiction over OCEANIA pursuant to Fla. Stat. § 48.193(1)(a)1 as it operates, conducts, engages in or carries on a passenger cruise business in Florida, maintains its principal office in Florida and otherwise consents to the personal jurisdiction of this Court.

7. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) as OCEANIA maintains its principal place of business and otherwise resides in Miami-Dade County, Florida and the cruise ticket contract which governs the relationship between FISHER and OCEANIA requires all personal injury disputes between them to be litigated before the United States District Court for the Southern District of Florida.

### **GENERAL ALLEGATIONS**

8. In the evening of May 14, 2017, FISHER, her husband Mark and their friends Greg and Maureen Starnes finished having dinner on Deck 6 and headed towards the Horizons Bar on Deck 15 to participate in a ship sponsored karaoke event. While walking on Deck 14, FISHER slipped and fell on an unreasonably slippery deck. Maureen Starnes also fell landing on FISHER. After the fall, FISHER noticed the deck was wet.

9. The lighting in the area was insufficient / dim which obscured the deck's wet condition, therefore it could not have been detected through the normal use of her senses.

10. There were also no signs within reasonable distance from the unreasonable slippery area of the deck warning FISHER of the hazard.

11. As a result of the slip and fall, FISHER suffered multiple right fibula fractures near the ankle, fractured ribs and significant bruising on her right side and upper leg which caused

circulatory issues. These injuries were extremely painful and required medical treatment. FISHER still experiences pain from these injuries.

**COUNT I**  
**NEGLIGENCE**

12. Plaintiff re-alleges all of the above paragraphs as if fully alleged herein and further alleges:

13. OCEANIA, being a cruise ship owner/operator, owed Plaintiff, who was a passenger, the non-delegable duty to exercise reasonable care under the circumstances for her safety while a passenger aboard its cruise ship. OCEANIA also owes the non-delegable duty to warn passengers of dangers which were known, or should have been known to the cruise line, but were not open and obvious to its passengers.

14. OCEANIA breached its legal duties by its own acts or acts of its agent(s) by:

- a. Failing to take reasonable steps to dry or otherwise make the area where FISHER slipped safe;
- b. Failing to provide passengers with a reasonably safe deck to walk upon;
- c. Failing to follow the cruise lines and/or ship's procedures in cleaning and/or drying wet decks;
- d. Failing to replace the decking material once it became worn and presented an unreasonable slipping hazard to passengers;
- e. Failing to coat and/or recoat the deck with aggregate or non-skid coatings within reasonable intervals and/or after becoming worn and presented an unreasonable slipping hazard to its passengers;
- f. Failing to place matting on deck which would allow passengers, including FISHER, the ability to safely traverse the deck;

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- g. Failing to cordon off or block passenger access to the area of the deck which was wet and unreasonably slippery;
- h. Failing to take reasonable actions to make the area safe after allowing liquid and water to accumulate on the deck;
- i. Failing to properly and reasonably train its employees in the proper methods of monitoring the activities of the people in the area, cleaning and drying the area of the deck and posting warning signs;
- j. Failing to properly light the area so that the wetness of the deck could be observable to passengers through the normal use of their senses;
- k. Failing to warn, either orally or with signage, FISHER that the deck was wet and/or unreasonably slippery.
- l. Failing to adequately warn, either orally or with signage, FISHER that the deck was wet and/or unreasonably slippery.

15. OCEANIA: (1) had actual knowledge of the hazards alleged in this Complaint and had a reasonable time to correct the hazards prior to the subject incident; or (2) had constructive knowledge of the hazards alleged in this Complaint by (a) the length of time the hazards existed, (b) the size and/or nature of the hazards, and/or, (c) the hazards and/or its cause was repetitive, continuous, ongoing, recurring, or occurring with some regularity so that they were reasonably foreseeable and should have been known through the exercise of reasonable care.

16. As direct cause of the negligence alleged within this Count, Plaintiff suffered serious personal injuries which resulted in pain, suffering, loss of the ability to enjoy life, mental anguish,

disfigurement, and medical expenses. These damages are continuing and are reasonably likely to continue into the future.

**WHEREFORE**, Plaintiff demands judgment against OCEANIA in the form of all compensatory damages allowable under law as well as taxable court costs, prejudgment interest and post judgment interest.

**JURY DEMAND**

Plaintiff hereby demands trial by jury on all issues so triable.

**Dated: May 9, 2018.**

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