

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO.

JONATHAN D. SLOANE,

Plaintiff,

vs.

CARNIVAL CORPORATION,  
D/B/A CARNIVAL CRUISE LINES, INC

Defendant.

**COMPLAINT**

COMES NOW, the Plaintiff, JONATHAN D. SLOANE by and through the undersigned counsel, and sues the Defendant, CARNIVAL CORPORATION, D/B/A CARNIVAL CRUISE LINES, INC. (hereinafter "CARNIVAL"), alleging as follows:

**GENERAL ALLEGATIONS**

1. This action is an admiralty action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between an American Corporate citizen and a citizen of New Zealand and falls within the class of actions allowed under 28 USC 1332 (a) (1-4) and Federal Jurisdiction is therefore proper under 28 USC §1332 and 28 USC §1333.
2. Plaintiff is entitled to, and demands a trial by jury pursuant to 28 USC §1332.
3. At all times material hereto, Plaintiff, JONATHAN D. SLOANE, was a native of New Zealand.
4. At all times material hereto, Defendant, CARNIVAL, was a corporation authorized to do business in the State of Florida, and has by contract made itself subject to the jurisdiction of

this Court.

5. At all times material hereto, CARNIVAL, owned and operated the cruise ship the "Victory," sailing on or about December 15, 2002 from Miami, Florida to various foreign ports and returning to Miami on or about December 22, 2002.
6. On or about December 15, 2002, the Plaintiff, JONATHAN D. SLOANE, embarked on a cruise on the Victory as a fare paying passenger.
7. On or about December 18, 2002 JONATHAN SLOANE and his family were on deck ten (10) in the pool area watching his children use the water slide.
8. On or about that time JONATHAN SLOANE'S son slipped on a pool of water and fell in the area of the pool and in so doing wedged his hand between the pool's plexiglass barrier and lower border when he slipped.
9. JONATHAN SLOANE attempted to approach his son but violently slipped on the unreasonably slippery deck near the pool.
10. At the time JONATHAN SLOANE slipped and fell there were no warning signs that the deck was unreasonably and/or excessively slippery.
11. Defendant however was aware of the unreasonably and/or excessively slippery nature of the deck because Defendant had placed outdoor rugs on the majority of the deck surface, the purpose of which was to ensure that the deck did not become unreasonably and/or excessively slippery.
12. The area of the deck on which Defendant fell contained none of the blue rugs mentioned in the preceding paragraph.
13. Plaintiff JONATHAN SLOANE was examined by the ship's doctor and sent ashore in St. Martin for x-rays, which revealed a torn right patellar tendon.

14. Mr. Sloane was returned to the Victory with his right leg, from hip to ankle in a cast, and spent the majority of the rest of his cruise in a wheel chair in his cabin with his leg raised .
15. On or about December 22, 2002 Mr. Sloane was able to disembark the Victory and had to fly home to New Zealand under the supervision of a nurse to administer blood thinning injections.
16. As a result, of his fall JONATHAN SLOANE suffered harm, including, without limitation, bodily injury and resulting pain and suffering, disability, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and/or aggravation of a previously existing condition. One or more of the losses are permanent and/or continuing and Plaintiff will suffer the loss(es) in the future.

**NEGLIGENCE AGAINST CARNIVAL**  
**on behalf of JONATHAN SLOANE**

Plaintiff realleges paragraphs one (1) through sixteen (16) above and further alleges as

follows:

17. At all times material hereto, the Defendant, CARNIVAL, was responsible for the design, ownership, inspection, construction, maintenance and/or service of the deck on which JONATHAN SLOANE slipped and fell
18. At all times material hereto, the agents, employees, and/or independent contractors of the Defendant, CARNIVAL, owed a duty of reasonable care to the Plaintiff and all invitees, licensees, and/or other individuals lawfully upon the subject premises to provide a reasonably safe premise, and a duty to warn of existing dangerous conditions that it either knew or should have known about.
19. The Defendant, CARNIVAL, by and through its agents, employees, and/or independent

contractors, breached the duties of reasonable care owed to the Plaintiff by committing one or more of the following acts and/or omissions:

- (A) Negligent and careless failure to keep the pool deck area in a reasonably safe condition and to protect the Plaintiff from dangers of which the Defendant was aware of or reasonably should have been aware of;
- (B) Negligent and careless failure to warn the Plaintiff of concealed dangers which are or should be known to the Defendant, CARNIVAL, and which were unknown to the Plaintiff and could not be discovered by him through the exercise of due care;
- (C) Failure to conduct routine inspections of the pool deck area at reasonable intervals to determine whether the pool deck area was in a safe condition;
- (D) Allowing a dangerous condition to exist on its premises specifically, by allowing the continued use of the pool deck area which was unreasonably dangerous, defective and unfit for the particular purpose for which it was designed, and constituted, in fact, a trap for those invitees attempting to walk upon the pool deck area;
- (E) Negligently maintaining the subject pool deck area creating a dangerous condition;
- (F) Negligently designing, installing, building, and/or constructing the subject pool deck area;
- (G) Failing to follow proper codes, guidelines, regulations, industry standards, and/or construction standards in the design, installation, and/or constructing of the subject pool deck area;
- (H) Failing to warn persons such as the Plaintiff of the dangerous condition that existed on the premises through the use of the pool deck area;
- (I) Failing to instruct its employees and others as to the proper maintenance of the

subject pool deck area, and to warn of the consequences of failing to maintain the subject pool deck area;

(J) Failing to correct a dangerous condition which existed through the use and operation of the pool deck area;

(K) Failing to properly hire and train its personnel in the maintenance of the subject pool deck area;

(L) Allowing a trap to exist on the premises for invitees such as the Plaintiff and other pedestrians walking on the pool deck area;

(M) Modifying or arranging for or allowing the modification of the pool deck area after its initial installation; and

(N) Failing to properly and adequately instruct its employees, agents, independent contractors, invitees, and/or owners of the Defendant in the safe manner in which to operate pool deck area.

(O) Failure to supervise and/or assist children and passengers in the pool deck area.

20. But for the above mentioned breaches of duty JONATHAN SLOANE would not have been damaged as described more fully in paragraph 16.

21. As a direct and proximate cause of the Defendant's breaches of duty JONATHAN SLOANE was damaged as described more fully in paragraph 16.

22. CARNIVAL is vicariously liable for the negligence of employees, personnel, agents and/or apparent agents acting within the scope of their employment with CARNIVAL and/or on the ship "Victory".

**WHEREFORE**, the Plaintiff, JONATHAN D. SLOANE, demands judgment for damages against the Defendant, CARNIVAL, for a sum in excess of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of fees and costs plus all other awards, including but not limited to interest, and a trial by jury.

Respectfully Submitted,  
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