

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: **11-27775CA21**

FILED FOR RECORD
2011 AUG 31 PM 3:30
CLERK - CIRCUIT & COUNTY COURTS
MIAMI-DADE COUNTY FLA.
CIVIL #15

JANE DOE,

Plaintiff,

vs.

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CELEBRITY CRUISES, INC., a foreign corporation;
HARDING BROTHERS HOLDINGS LIMITED
COMPANY, a foreign corporation; HARDING
BROTHERS RETAIL LIMITED COMPANY, a foreign
corporation; HARDING BROTHERS RETAIL LLC,
a Florida limited liability company; and HARDING
BROTHERS INCORPORATED, a Florida corporation,

Defendants.

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R# 2070157

COMPLAINT FOR DAMAGES

Plaintiff, JANE DOE (hereinafter "JANE DOE"), through undersigned counsel, files this Complaint for Damages against Defendants, CELEBRITY CRUISES, INC., a foreign corporation (sometimes hereinafter "Celebrity") and HARDING BROTHERS HOLDINGS LIMITED COMPANY, a foreign corporation; HARDING BROTHERS RETAIL LIMITED COMPANY, a foreign corporation; HARDING BROTHERS RETAIL LLC, a Florida limited liability company; and HARDING BROTHERS INCORPORATED, a Florida corporation (sometimes hereinafter collectively

Yvonne Lopez

"Harding") (Celebrity and Harding are sometimes hereinafter referred to as "Defendants"), and alleges as follows:

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

1. This maritime case involves a female crew member working on CELEBRITY's ship, the M/S CELEBRITY EQUINOX, who on or about October 10, 2010, was raped by CELEBRITY'S crew member, Ronald Jiminez.

2. Following the rape Defendants failed to provide prompt and adequate medical care and treatment to JANE DOE.

3. JANE DOE was severely injured and traumatized due to the rape by CELEBRITY'S crew member. However, Defendants arbitrarily and capriciously refuses to provide JANE DOE with complete and timely maintenance and cure as required under the General Maritime Law.

4. "JANE DOE" is a pseudonym used to protect Plaintiff's confidentiality.

Basis for Subject Matter Jurisdiction

5. The causes of action asserted herein arise under 46 U.S.C. 688 et seq., (commonly known as the "Jones Act"), and the General Maritime Law as recognized by the Courts of the United States and the State of Florida. This Court has subject matter jurisdiction over the claims under the "savings to suitors" clause of the Judiciary Act of 1789, presently codified in the United States Code as Title 28 U.S.C. Sec. 1333. This is an

action in Admiralty for damages within the original jurisdiction of this Court pursuant to 28 U.S.C. § 1333.

The Parties, Personal Jurisdiction and Venue

6. JANE DOE is over twenty-one years old (21 years old), and is a citizen of South Africa.

7. CELEBRITY is a for profit foreign corporation, based in Miami, Florida, which is authorized to conduct and is conducting business in the State of Florida. CELEBRITY is conducting substantial business in the State of Florida.

8. HARDING BROTHERS HOLDINGS LIMITED COMPANY is a foreign corporation which is authorized to conduct and is conducting business in the State of Florida. HARDING BROTHERS HOLDINGS LIMITED COMPANY is conducting substantial business in the State of Florida

9. HARDING BROTHERS RETAIL LIMITED COMPANY is a foreign corporation which is authorized to conduct and is conducting business in the State of Florida. HARDING BROTHERS RETAIL LIMITED COMPANY is conducting substantial business in the State of Florida.

10. HARDING BROTHERS RETAIL LLC is a Florida limited liability company which is authorized to conduct and is conducting business in the State of Florida.

11. HARDING BROTHERS INCORPORATED is a Florida corporation which is authorized to conduct and is conducting business in the State of Florida.

12. HARDING employs crew members on numerous ships owned and operated by various cruise lines all over the world.

13. At all times material hereto, Defendants personally or through an agent:

a. Operated, conducted, engaged in and/or carried on a business venture in the State of Florida;

b. Engaged in substantial business activity in the State of Florida;

c. Operated vessels and provided vessels for cruises in the water of this state; and

d. Committed one or more acts as set forth in Florida Statute Section 48.08 (1), 48.181, and 48.193, which submit Defendants to jurisdiction and venue of this Court.

Legal Duties Owed to JANE DOE

14. At all times material hereto, CELEBRITY owned, operated, maintained, or controlled a fleet of cruise ships, operating under the "CELEBRITY CRUISES" brand name, including the cruise ship, M/S CELEBRITY EQUINOX, and employed and controlled the crew members on these cruise ships.

15. At all times material hereto, Defendants employed JANE DOE to serve as a seaman, as defined by the General Maritime Law and 46 U.S.C. 30104, (commonly known as the "Jones Act"), aboard the M/S CELEBRITY EQUINOX.

16. Pursuant to the Jones Act, Defendants owed JANE DOE the duty of providing a reasonably safe place to work and live on the cruise ship.

17. Pursuant to the General Maritime Law, Defendant CELEBRITY owed JANE DOE the absolute and non-delegable duty to provide a seaworthy vessel.

18. Pursuant to the Jones Act and the General Maritime Law, Defendants owed JANE DOE the non-delegable duty to arrange, provide and pay for prompt, adequate, and complete medical care and treatment for illnesses and/or injuries that JANE DOE may experience while in service to the vessel.

19. Pursuant to the Jones Act and the General Maritime Law, Defendants owed JANE DOE the non-delegable duty to provide timely and complete maintenance and cure for illnesses or injuries that JANE DOE may experience while in service to the vessel.

20. Defendants' duty to provide shipboard medical treatment and timely and complete maintenance and cure exists irrespective of the legal fault of Defendants, provided that the seaman's injury or illness arose while the crew members was "in the service of the vessel." The duty of shipowners/employers to provide maintenance and cure is an ancient right in the United States and has existed for almost 200 years and requires ship owners/maritime employers like Defendants to provide all necessary living expenses, sick wages, and medical care, therapy and treatment until the crew member reaches "maximum medical cure" as defined by a doctor.

21. Pursuant to the Jones Act and the General Maritime Law, Defendants owed JANE DOE the duty to pay seaman's wages in a timely and complete manner and is liable for penalties and damages in the event that such wages are not paid timely or completely.

Facts Regarding Defendants' Knowledge Regarding the Prevalence of Ship Rapes and Date Rape Drugs and Its Failure to Provide a Reasonably Safe Environment for Crew Members on its Cruise Ships

22. Over the course of the many years preceding the rape of JANE DOE on CELEBRITY'S cruise ship, there have been many incidents of sexual harassment and sexual battery (rape), and other crimes committed against female crew members, as well as female passengers, on CELEBRITY'S fleet of cruise ships, including the M/S CELEBRITY EQUINOX, as well as cruise ships operated or controlled by CELEBRITY'S parent company, Royal Caribbean Cruise Lines, Ltd.

23. CELEBRITY is a subsidiary of Royal Caribbean Cruise Lines. CELEBRITY and Royal Caribbean brands have had interlocking managers and executives over the years and have shared information regarding dangers to their crew members and passengers, including the foreseeable risk of being raped.

24. Defendants were also on notice of shipboard rapes given the highly publicized rapes in the cruise industry. There have been four Congressional hearings in the U. S. House of Representatives and one hearing in the U. S. Senate on issues of cruise ship rape and crime. These hearings addressed the high incidents of rapes on

cruise ships and the involvement of date rape drugs. A cruise victims organization called the International Cruise Victims Association ("ICV") has attended and been instrumental in organizing these hearing and has alerted the U.S. public and legislators of the danger of cruise ship rapes and the prevalence of date rape drugs on ships. These hearings and the testimony of rape victims and the stories of ICV members were highly publicized in newspapers, television, cable news, radio and the internet. Representatives and agents of CELEBRITY parent company, Royal Caribbean attended and/or participated and/or watched the cruise crimes hearings. The executives and in house lawyers for CELEBRITY's parent company, Royal Caribbean, carefully monitored these hearings, which included testimony and submissions by victims sailing on cruise ships operated by CELEBRITY and or its parent or subsidiary brands.

25. The frequent sexual crimes and incidents of violence against women on CELEBRITY'S cruise ships are due to an inadequate number of experienced and properly trained security guards; the lack of adequately positioned and monitored closed circuit television cameras ("CCTV") in and around hallways and cabins; poor training, instruction and supervision of the crew members; and a shipboard culture where subordinate female crew members are afraid to report abusive behavior. Often, the female crew member's complaints are ignored, or the complaining crew member is terminated from her employment, or the employment of both the victim and the assailant is terminated.

26. Defendants were on actual and/or constructive notice of the problem with female crew members and passengers being sexually harassed and assaulted on its cruise ships, but refused to take reasonable steps to protect its female crew members on its cruise ships.

27. As a result of Defendants' negligence and/or intentional decision not to implement changes in its training and security protocols, cruise ships, including the M/S CELEBRITY EQUINOX, present an unreasonable danger to unsuspecting women like JANE DOE.

**Facts Regarding Defendant's Failure to Provide Prompt and Adequate
Medical Treatment on its Cruise Ships and its
Failure to Provide Maintenance and Cure to its Crew Members**

28. Over the course of several years before JANE DOE'S rape, hundreds of crew members became ill or injured on CELEBRITY'S and other cruise ships, including crew members who had been raped.

29. Defendants routinely refuse to timely provide ill or injured crew members with appropriate and complete medical evaluation and treatment. When these crew members become ill, Defendants return crew members to their home countries and refuse to provide maintenance and cure to them. Defendants often terminate maintenance and cure before the crew members reach maximum medical improvement, as determined by a doctor.

30. Over the last several years before the rape of JANE DOE on CELEBRITY'S cruise ship, CELEBRITY has attempted to eliminate the rights of its ill or injured crew members, including rape victims like JANE DOE, to obtain timely medical care and the maintenance and cure to which seamen have been owed for nearly 200 years. CELEBRITY has attempted, through unilateral crew member's employment agreements and/or through contracts of adhesion, to take away or extremely limit crew members' rights to receive medical treatment; maintenance and cure; protections under the Jones Act which require a reasonably safe place to work; protections under the Doctrine of Unseaworthiness which require a seaworthy vessel and crew; payment of earned and unearned (sick) wages in a timely manner; and trial by jury

31. These unilateral actions by Defendants' are unlawful and are evidence of Defendants' arbitrary and capricious, intentional and willful, and deliberate scheme to deprive ill or injured crew members, including rape victims like JANE DOE, of their rights under U.S. law and the General Maritime Law.

32. Instead of meeting its non-delegable duty to provide its ill crew members with maintenance and cure, Defendants routinely delegate their obligation to hiring agents in foreign countries. These hiring agents enjoy a lucrative business relationship with Defendants and make substantial monies by providing Defendants with thousands of employees to work on cruise ships. The hiring agent's loyalty is to Defendants, not to the injured or ill crew member.

33. Defendants oversee the budgeting of the maintenance and cure owed to their crew members by hiring employees who are trained to limit the medical expenses spent per particular cruise ship. These employees are trained to deny claims in a HMO-like scheme with the goal of saving money at the expenses of crew members' health and welfare. The employees defer to in house lawyers who oversee "medical" decisions using legal and cost driven criteria.

34. Defendants have a history of not arranging for appropriate medical treatment, maintenance, or even transportation for ill or injured crew members when they arrive at the airport in their home country in a state of disability. Defendants routinely abandon crew members before they reach maximum medical improvement. Defendants routinely punish ill or injured crew members who seek legal representation and act with spitefulness toward them when they assert their legal rights to maintenance and cure.

35. Defendants' ill treatment of rape victims is deliberate, capricious, arbitrary, willful and wanton.

Facts Regarding the Rape of JANE DOE

36. On or about the early morning hours of October 10, 2010, JANE DOE was in the cabin of fellow crew member, Ronald Jiminez's cabin on CELEBRITY'S M/S CELEBRITY EQUINOX.

37. While in the cabin, Ronald Jiminez gave JANE DOE an open beer which she consumed. Shortly thereafter JANE DOE became unconscious.

38. JANE DOE awoke later in the night to find Ronald Jiminez raping her. JANE DOE told Ronald Jiminez to stop, but he held her down and continued to rape her.

39. The following day, JANE DOE told her supervisor about the crime and she was subsequently evaluated at the ship's infirmary.

40. On information and belief, Defendants never reported the crime to the Federal Bureau of Investigation ("FBI") or any other investigative or enforcement agency. The assailant, Ronald Jiminez, was never prosecuted.

41. Other than her initial evaluation and treatment following the rape, Defendants provided no medical care and treatment, therapy, counseling, assistance, or maintenance and cure to JANE DOE after it abandoned her in South Africa.

42. Defendants have refused to provide JANE DOE with prompt, adequate and complete medical treatment, medicine, and therapy on the cruise ship following the rape.

43. Defendants' failure and refusal to provide JANE DOE with prompt, adequate, and complete medical care and treatment substantially worsened JANE DOE'S medical condition, caused and/or contributed to JANE DOE'S medical

condition, and caused and/or contributed to the deterioration of her emotional and mental well being.

44. Defendants failed and refused to provide JANE DOE with the necessary maintenance and cure, which Defendants were legally obligated to provide and pay pursuant to the General Maritime Law.

45. Defendants failure and refusal to provide prompt, adequate, and complete wages and maintenance and cure is intentional, willful, arbitrary and capricious, without any legal justification whatsoever, and in callous disregard for JANE DOE'S rights as a seaman.

46. The causes of action asserted herein arise under 46 U.S.C. 30104 (commonly known as the "Jones Act"), and the General Maritime Law as recognized by the Courts of the United States and the State of Florida.

COUNT I

JONES ACT NEGLIGENCE

47. JANE DOE re-alleges paragraphs 1-46 and alleges as follows:

48. At all times material hereto, JANE DOE was employed by Defendants as a seaman, within the definition of the Jones Act, to serve as a member of the crew of the M/S CELEBRITY EQUINOX, which was in navigable waters at such date and time.

49. Defendants owed JANE DOE the duty to provide a safe place to work such that JANE DOE could perform the job obligations in a reasonably safe manner and

live aboard the vessel free from sexual violence and/or sexual harassment. Defendants breached the foregoing duty, in the following respects, by:

- a. Failing to use reasonable care to provide JANE DOE with a safe place to work and live on the cruise ship;
- b. Failing to provide a reasonable number of experienced and trained security officers, supervisors, and guards on the cruise ship and/or otherwise provide adequate security to its female crew members;
- c. Failing to install security cameras on the cruise ship in the crew area and other public areas, which are monitored by security personnel, which could serve as a deterrent to incidents of sexual harassment and/or assault or permit Defendants to respond to such incidents;
- d. Failing to provide adequate training, instruction, and supervision of its crew members;
- e. Failing to maintain and enforce reasonable rules and regulations regarding preventing sexual harassment and/or assault;
- f. Refusing to implement the recommendations of security experts and sexual harassment experts;
- g. Failing to perform adequate background checks on its employees;
- h. Negligently hiring, selection and retaining crew members with dangerous propensities;
- i. Failing to adequately investigate prior and subsequent incidents and injuries where crew members and passengers have been sexually harassed and/or sexually assaulted and/or battered on the M/S CELEBRITY EQUINOX, and other vessels in the fleet of cruise ships owned and operated by CELEBRITY;
- j. Ignoring prior complaints of sexual harassment and sexual assaults on the M/S CELEBRITY EQUINOX and other vessels in the fleet of cruise ships owned and operated by CELEBRITY and failing to implement a

system of protecting female employees and passengers on the cruise ships;

- k. Covering up prior incidents of sexual harassment and/or sexual assaults and/or sexual batteries aboard its fleet of cruise ships;
- l. Failing to respond reasonably to incidents of sexual harassment and/or sexual assault and/or sexual battery;
- m. Requiring JANE DOE to work under hostile conditions;
- n. Failing to warn JANE DOE of the unreasonably dangerous conditions which existed on the ship including the prevalence of date rape drugs and rapists on cruise ships; and
- o. Failing to provide prompt, adequate, and complete medical care which aggravated JANE DOE'S injuries and caused JANE DOE to experience additional pain and suffering and disability.

50. As a direct and proximate result of Defendants' breach of the foregoing legal duties and negligence, JANE DOE suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, loss of earnings, loss of ability to earn money, aggravation of previously existing conditions, and medical expenses. These losses and injuries are either permanent or continuing and JANE DOE will suffer these losses and injuries in the future.

WHEREFORE, JANE DOE prays this Honorable Court enter a judgment against Defendants for compensatory damages in excess of the jurisdictional limits of this Court, together with costs, interest, and pre-judgment interest, and award any and

58. JANE DOE sustained serious illness/injuries while in the service of the M/S CELEBRITY EQUINOX.

59. At all times material hereto, Defendants failed to provide prompt, adequate, and complete medical care and treatment for JANE DOE'S serious illness/injuries, in the following respects, by:

- a. Failing to properly and adequately diagnose JANE DOE'S medical condition;
- b. Failing to adequately and promptly treat JANE DOE'S injuries;
- c. Failing to prescribe appropriate medication and therapy to JANE DOE;
- d. Failing to schedule JANE DOE with appropriate medical care and treatment;
- e. Failing to refer JANE DOE ashore promptly for medical evaluation, including appropriate diagnostic tests or procedures;
- f. Failing to provide JANE DOE with prompt, full and complete medical care and treatment;
- g. Failing to promptly arrange and pay for required medical care and treatment when such medical care was medically necessary and directly related to the serious illness/injuries JANE DOE sustained while in the service of the vessel;
- h. Failing to arrange for appropriate laboratory tests and other diagnostic tests;
- i. Failing to involve appropriate medical experts in JANE DOE'S medical care and treatment; and
- j. Failing to involve appropriate rehabilitation experts in JANE DOE'S case to facilitate her recovery.

60. As a ~~direct~~ and proximate result of Defendants failure to provide JANE DOE with prompt, adequate, and complete medical care, JANE DOE sustained additional illness/injuries, prolonged and delayed recovery, additional pain and suffering, mental anguish, depression, disability, lost wages, and loss of earning capability.

WHEREFORE, JANE DOE prays this Honorable Court enter a judgment against Defendants for compensatory damages in excess of the jurisdictional limits of this Court, together with costs, interest, and pre-judgment interest, and award any and all other relief this Court deems appropriate. JANE DOE seeks trial by jury on all issues.

COUNT IV

FAILURE TO TIMELY PROVIDE ENTIRE MAINTENANCE & CURE

61. JANE DOE re-alleges paragraphs 1-46 and alleges as follows:

62. JANE DOE sustained illness/injuries while serving as a member of the crew on the M/S CELEBRITY EQUINOX.

63. Pursuant to the General Maritime Law, JANE DOE is entitled to recover maintenance and cure from Defendants until JANE DOE reaches the point of maximum medical cure as determined by a doctor. Such maintenance and cure includes, among other items, sick wages, lodging expenses, food, beverages, living expenses, travel to and from healthcare providers, medical care and treatment, therapy, medication, rehabilitation, and other medical services and expenses.

64. Defendants purposefully refused to arrange for and pay such timely and complete medical cure despite their knowledge that such cure is required by law and necessary for the support and medical treatment of JANE DOE. Defendants failed to meet their maintenance and cure obligations, in the following respects, by:

- a. Failing to make appropriate arrangements for JANE DOE'S medical care and treatment;
- b. Failing to pay JANE DOE all of JANE DOE'S actual daily living expenses and all of JANE DOE'S cure;
- c. Ignoring and/or unreasonably delaying in responding to JANE DOE'S attempts to obtain the prompt and adequate maintenance and cure to which JANE DOE is legally entitled to by law;
- d. Unreasonably delaying in paying JANE DOE'S maintenance and sick wages, and paying an amount which was inadequate;
- e. Refusing to reimburse JANE DOE for the medical expenses, medication, travel expenses, lodging, food, beverages, toiletries, and other living expenses which JANE DOE incurred;
- f. Failing to provide appropriate medical treatment for JANE DOE;
- g. Failing to authorize rehabilitative therapies to permit her to engage in the normal functions of life;
- h. Engaging in a pattern of systematic delay, avoidance, and denial designed and intended by Defendants to demoralize, intimidate and defeat JANE DOE from obtaining JANE DOE'S basic maintenance and cure obligations;
- i. Hiring incompetent and unqualified doctors who practiced negligent medicine;
- j. Failing to involve appropriate medical experts in JANE DOE'S medical care and treatment;

- k. Failing to involve appropriate rehabilitation experts in JANE DOE'S case to facilitate her recovery;
 - l. Failing to arrange for appropriate medical tests, MRI's, laboratory tests, and other diagnostic procedures;
 - m. Sending JANE DOE back to her home country when JANE DOE needed substantial medical treatment and then abandoning her;
 - o. Refusing to arrange for the involvement of appropriate experts necessary to treat a rape victim;
 - p. Refusing to provide all necessary transportation to JANE DOE, either from the airport in South Africa or to and from all of the doctors, therapists, or other medical providers;
 - q. Destroying evidence;
 - r. Engaging in unauthorized and ex-parte communications with JANE DOE and her medical provider(s);
 - s. Refusing to conduct a reasonable investigation into JANE DOE'S medical condition;
 - t. Conducting an investigation solely to protect Defendants' legal interests rather than focusing on JANE DOE'S medical condition; and
 - u. Delegating it's non-delegable duty to provide maintenance and cure to a third party which was incompetent to arrange competent medical care.
65. JANE DOE employed undersigned counsel to assert JANE DOE'S rights and to obtain what Defendants failed and refused to arrange, provide and pay for to date and in the future.

66. Defendants' failure to pay JANE DOE'S maintenance and cure is willful, arbitrary, capricious, in violation of law, without any reasonable basis, unconscionable, outrageous and in complete and total disregard of JANE DOE'S right as a seaman.

67. As a direct result of the foregoing acts, JANE DOE incurred maintenance and medical expenses and has become obligated to pay the undersigned a reasonable attorney fee.

68. As a direct and proximate result of Defendants' failure to provide JANE DOE with prompt, adequate, and complete medical care, JANE DOE sustained additional illness/injuries, prolonged and delayed recovery, additional pain and suffering, mental anguish, depression, disability, lost wages, and loss of earning capability.

WHEREFORE, JANE DOE prays this Honorable Court enter a judgment against Defendants for compensatory damages in excess of the jurisdictional limits of this Court, punitive damages, attorney fees, together with costs, interest, and pre-judgment interest, and award any and all other relief this Court deems appropriate. JANE DOE seeks trial by jury on all issues.

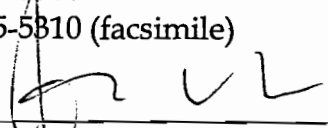
REQUEST FOR JURY TRIAL

JANE DOE is entitled to and requests trial by jury against Defendants on all issues and for all counts alleged in the complaint.

DATED this 30th day of August, 2011.

WALKER & O'NEILL, P.A.
Attorneys for Plaintiff
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By: _____


JAMES M. WALKER
Florida Bar No. 755990

all other relief this Court deems appropriate. JANE DOE seeks trial by jury on all issues.

COUNT II

UNSEAWORTHINESS

51. JANE DOE re-alleges paragraphs 1-46 and alleges as follows:

52. At all times material hereto, CELEBRITY owed, operated, maintained, or controlled the M/S CELEBRITY EQUINOX, and employed and controlled the crew, and implemented work practices aboard these cruise ships.

53. At all times material hereto, CELEBRITY owed JANE DOE the non-delegable duty to provide JANE DOE with a seaworthy vessel upon which to work and live free from sexual battery and/or sexual harassment.

54. CELEBRITY breached the foregoing duty by failing to provide JANE DOE with a seaworthy vessel on which to work. CELEBRITY'S vessels were unseaworthy due to:

- a. The inadequate crew, which was understaffed and deficient in number and in training, particularly the security personnel;
- b. The unsafe practices of the ship physicians;
- c. The unsafe practices of refusing to permit crew members to receive medical treatment in the United States where the crew members could receive prompt and adequate medical treatment;
- d. The unsafe practices of sending seriously ill/injured crew members back to their home countries where they cannot receive necessary medical treatment, in an effort to save costs; and

- e. The presence of dangerous, violent and aggressive male crew members who are were permitted to sexually harass and/or sexually assault the female crew members with impunity.

55. As a direct and proximate result of CELEBRITY'S breach of the foregoing legal duties and the unseaworthiness of the vessels, JANE DOE suffered bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, loss of earnings, loss of ability to earn money, aggravation of previously existing conditions, and medical expenses. These losses and injuries are either permanent or continuing and JANE DOE will suffer these losses and injuries in the future.

WHEREFORE, JANE DOE prays this Honorable Court enter a judgment against CELEBRITY for compensatory damages in excess of the jurisdictional limits of this Court, together with costs, interest, and pre-judgment interest, and award any and all other relief this Court deems appropriate. JANE DOE seeks trial by jury on all issues.

COUNT III

FAILURE TO PROVIDE PROMPT, ADEQUATE AND COMPLETE MEDICAL TREATMENT

56. JANE DOE re-alleges paragraphs 1-46 and alleges as follows:

57. At all times material hereto, under the mandate of the Jones Act §46 U.S.C. 688 et seq., Defendants had an affirmative and legal duty to provide to its crew members, including JANE DOE, with prompt and adequate medical treatment for any and all injuries sustained while in the service of the vessel.