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Court Date: Filed:**SERVE:****Work: Carnival Corporation D/B/A Carnival Cruise Lines c/o R/A: NRAI Services, Inc.,  
1200 S. Pines Island Road, Plantation, FL 33324****SPECIAL INSTRUCTIONS:****Attempts**Server: **Carlos Vila Escobar**

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Case Number: 1:23-CV-22595-JEM Southern District

Plaintiff

Defendant

TORINA KUHLMAN

CARNIVAL CORPORATION D/B/A CARNIV

Type of Writ: **Summons, Complaint and Demand For Jury Trial**

I acknowledge receipt of the documents listed above and confirm that the within-named party is / is not in active military service. (To change, go to Setup>Misc Text>FS Acknowledgement.)

\_\_\_\_\_  
Signature of Recipient

Southern District of Florida

TORINA KUHLMAN,

Plaintiff(s)

v.

CARNIVAL CORPORATION d/b/a  
CARNIVAL CRUISE LINES,

Defendant(s)

Civil Action No. 1:23-cv-22595-JEM

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Carnival Corporation d/b/a Carnival Cruise Lines  
By Serving its Registered Agent, NRAI SERVICES, INC  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FLORIDA 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Stefanie A. Black

Stefanie A. Black  
Lipcon, Margulies & Winkleman, P.A.  
2800 Ponce de Leon Blvd, Suite 1480  
Coral Gables, FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 07/13/2023



Angela E. Noble  
Clerk of Court

## SUMMONS

*s/ R. Bissainthe*

Deputy Clerk  
U.S. District Courts

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

CASE NO. \_\_\_\_\_

TORINA KUHLMAN,

Plaintiff,

v.

CARNIVAL CORPORATION d/b/a  
CARNIVAL CRUISE LINES,

Defendant.

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff sues CARNIVAL CORPORATION and alleges:

**PRELIMINARY ALLEGATIONS**

1. The Plaintiff, TORINA KUHLMAN, is a citizen of Texas.
2. Defendant, CARNIVAL CORPORATION, is a foreign entity incorporated in Panama with its principal place of business in Miami, Florida.
3. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332. As such, this matter falls under the Court's diversity jurisdiction pursuant to 28 U.S.C. § 1332. Further, this matter is being filed in the United States District Court for the Southern District of Florida located in Miami-Dade County, Florida, as required by the forum selection clause contained within the Cruise Ticket Contract issued by Defendant.
4. At all times material hereto, Defendant, personally or through an agent:
  - a. Operated, conducted, engaged in or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
  - 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 §§ 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. Defendant was engaged in the business of providing to the public and to the Plaintiff in particular, for compensation, vacation cruises aboard the vessel, the *Carnival Dream*.
5. Defendant is subject to the jurisdiction of the courts of this state.
6. The causes of action asserted in this Complaint arise under the General Maritime Law of the United States.

**FACTS COMMON TO ALL COUNTS**

7. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the subject vessel, the *Carnival Dream*, including its gangway.
8. At all times material hereto, Defendant had exclusive custody and control of the *Carnival Dream*.
9. On or about July 21, 2022, the Plaintiff was a paying passenger aboard the *Carnival Dream*, which at all times material was in navigable waters.
10. On or about July 21, 2022, the *Carnival Dream* was docked in Nassau, Bahamas where passengers including the Plaintiff disembarked and embarked the vessel.
11. On or about July 21, 2022, the Plaintiff was severely injured when she tripped and fell while walking on the ship's uneven and irregular gangway surface during embarkation aboard the *Carnival Dream* (hereinafter referred to as the "subject area").
12. At the time of the Plaintiff's incident, several passengers were also attempting to embark the vessel by using the subject gangway.

13. The change in level and tripping hazard on the gangway was not open and obvious and the Plaintiff had no way of knowing the existence of the hazardous condition. There was nothing the Plaintiff could have done to have prevented her incident.

14. The Defendant knew of the dangerous conditions aboard the *Carnival Dream* which caused Plaintiff's incident because on or about November 9, 2017, a passenger tripped and fell over an irregular surface while embarking the *Carnival Vista* in substantially similar circumstances involving an uneven surface of a gangway. *See Morales v. Carnival Corp.*, Case No. 18-24119-COOKE.

**COUNT I – NEGLIGENT FAILURE TO WARN AGAINST DEFENDANT**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through fourteen (14) as though alleged originally herein.

15. At all times material hereto, it was the non-delegable duty of Defendant to provide Plaintiff with reasonable care under the circumstances. This non-delegable duty includes a duty to provide safe ingress and egress from the vessel. *McBride v. Carnival Corporation*, 2019 WL 3503338 (S.D. Fla. August 1, 2019).

16. At all times material hereto, it was the non-delegable duty of Defendant to warn passengers (like Plaintiff) of dangers that were known, or reasonably should have been known, to Defendant in places where passengers (like Plaintiff) are invited to or may reasonably be expected to visit.

17. On or about July 21, 2022, Plaintiff was on the gangway of the *Carnival Dream*, which is a place that Plaintiff was invited to by Defendant and a place Defendant reasonably expected Plaintiff to be in during the cruise and disembarkation/embarkation process.

18. On or about July 21, 2022, Defendant and/or its agents, servants and/or employees breached its duty to warn the Plaintiff through the following acts and/or omissions:

- a. Failure to warn of the tripping hazard in light of the uneven and irregular gangway surface of the subject area that passengers like the Plaintiff are required to use to embark the vessel;
- b. Failure to warn that the flooring surface becomes unreasonably uneven or irregular;
- c. Failure to verbally warn passengers including the Plaintiff regarding the tripping hazard in the subject area;
- d. Failure to place a caution sign so as to warn passengers including Plaintiff of the tripping hazard in the subject area;
- e. Failure to warn of the risks and dangers associated with the tripping hazard condition of the gangway in the subject area including risks and dangers associated with overcrowding of passengers trying to embark/disembark;
- f. Failure to warn that there would not be adequate handrails or other assistance so that passengers, including the Plaintiff, had a reasonably safe area to walk;
- g. Failure to warn of the hazard(s) posed to passengers, including the Plaintiff, due to improper and/or inadequate maintenance and/or inspection of the area where passengers were required to walk to embark the vessel;
- h. Failure to warn of other accidents previously occurring on same area and/or type of gangway condition under substantially similar circumstances; and/or
- i. Failure to warn passengers, including the Plaintiff, of the dangerous condition.

19. The above acts and/or omissions caused and/or contributed to the Plaintiff being injured because Plaintiff was required to use the gangway to embark the vessel and would not have disembarked at the port of call had Defendant and/or its agents, servants and/or employees adequately warned and/or communicated the foregoing to the Plaintiff.

20. At all times material hereto, the subject area was not properly or adequately maintained so as to warn passengers, including the Plaintiff, of the tripping hazard and/or change in level flooring surface, thereby creating a dangerous and/or hazardous condition.

21. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident and failed to warn Plaintiff about them, or the conditions existed for a

sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them and warned about them. This knowledge was or should have been acquired through Defendant's maintenance, inspection and/or supervision of the subject area and/or through prior incidents involving passengers injured due to the unsafe flooring conditions including, but not limited to, uneven and irregular flooring surfaces, thereby creating a hazardous condition during embarkation/disembarkation of Defendant's vessels including other vessels reported within the cruise industry. Additionally, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident as a result of a substantially similar prior incident of a passenger who tripped and fell over an uneven surface while in the process of embarking the *Carnival Vista* on or about November 9, 2017. *See Morales v. Carnival Corp.*, Case No. 18-24119-COOKE.

22. As a direct and proximate result of the negligence of Defendant, Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs. Further, the injuries resulting from her incident are permanent or continuing in nature and Plaintiff will suffer these losses and impairments into the future.

**WHEREFORE**, the Plaintiff demands judgment for all damages recoverable under the law against Defendant and demands trial by jury, as well as any further relief as this Court deems just and appropriate.

**COUNT II – NEGLIGENT MAINTENANCE AGAINST DEFENDANT**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through fourteen (14) as though alleged originally herein.

23. At all times material hereto, it was the non-delegable duty of Defendant to provide Plaintiff with reasonable care under the circumstances. This non-delegable duty includes a duty to provide safe ingress and egress from the vessel. *McBride v. Carnival Corporation*, 2019 WL 3503338 (S.D. Fla. August 1, 2019).

24. At all times material hereto, it was the non-delegable duty of Defendant to maintain its walkways, platforms, and gangways in a reasonably safe condition so that passengers, including the Plaintiff, had a reasonably safe means of embarking/disembarking the vessel.

25. On or about July 21, 2022, Defendant and/or its agents, servants and/or employees breached its duty through the following acts and/or omissions:

- a. Failure to maintain materials and/or mechanisms for transitioning between change in level in effort to provide safe egress and ingress and a reasonably safe walking path for passengers like Plaintiff, without tripping hazard(s);
- b. Failure to maintain a reasonably safe walking area and gangway so that passengers, including the Plaintiff, had were reasonably safe while embarking the vessel;
- c. Failure to adequately and regularly inspect the subject area for unsafe and uneven flooring conditions so that passengers, including the Plaintiff, were reasonably safe to embark the vessel;
- d. Failure to adequately and regularly monitor the subject area to maintain it free of overcrowding in light of hazardous flooring conditions on the gangway when passengers, including the Plaintiff, embark the vessel; and/or
- e. Failure to adequately and regularly monitor the subject area to maintain it free of hazardous conditions so that passengers, including the Plaintiff, were reasonably safe to embark the vessel.



26. The above acts and/or omissions caused and/or contributed to the Plaintiff being severely injured because Plaintiff's incident would not have occurred but for Defendant's failure to adequately inspect and/or maintain the subject area.

27. At all times material hereto, the subject area was not properly or adequately maintained or inspected so that passengers, including the Plaintiff, could embark the vessel in a reasonably safe manner, thereby creating a dangerous and/or hazardous condition.

28. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident and failed to inspect and/or maintain the subject area, or the conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them. This knowledge was or should have been acquired through Defendant's set up, maintenance, inspection and/or supervision of the subject area and/or through prior incidents involving passengers injured due to the unsafe flooring conditions including, but not limited to, uneven and irregular flooring surfaces, thereby creating a hazardous condition during embarkation/disembarkation of Defendant's vessels including other vessels reported within the cruise industry. Additionally, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident as a result of a substantially similar prior trip and fall incident of a passenger who tripped and fell over an uneven surface while in the process of embarking the *Carnival Vista* on or about November 9, 2017. *See Morales v. Carnival Corp.*, Case No. 18-24119-COOKE.

29. As a direct and proximate result of the negligence of Defendant, Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost

wages and Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs. Further, the injuries resulting from her incident are permanent or continuing in nature and Plaintiff will suffer these losses and impairments into the future.

**WHEREFORE**, the Plaintiff demands judgment for all damages recoverable under the law against Defendant and demands trial by jury, as well as any further relief as this Court deems just and appropriate.

**COUNT III – GENERAL NEGLIGENCE AGAINST DEFENDANT**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through fourteen (14) as though alleged originally herein.

30. At all times material hereto, it was the non-delegable duty of Defendant to provide Plaintiff with reasonable care under the circumstances. This non-delegable duty includes a duty to provide safe ingress and egress from the vessel. *McBride v. Carnival Corporation*, 2019 WL 3503338 (S.D. Fla. August 1, 2019).

31. At all times material, Defendant through its crew, agents, employees, staff and/or representatives, who were acting in the course and scope of their employment and/or agency with the Defendant, breached the duty of care owed to the Plaintiff and were negligent in one or more of the following ways:

- a. Failure to identify the tripping hazard(s) which caused Plaintiff's incident;
- b. Failure to provide a safe embarkation process for passengers;
- c. Failure to provide an adequate gangway between the port and the vessel;

- d. Failure to provide materials and/or mechanisms for transitioning between change in level in effort to provide safe egress and ingress and a reasonably safe walking path for passengers like Plaintiff, without tripping hazard(s);
- e. Failure to eliminate, modify and/or remedy the hazard(s) which caused the subject incident;
- f. Failure to adequately instruct passengers on how to embark the vessel in a reasonably safe manner;
- g. Failure to promulgate and/or enforce adequate policies and procedures aimed at ensuring safe passage for passengers including the Plaintiff;
- h. Failure to promulgate and/or enforce adequate policies and procedures aimed at detecting and/or warning passengers of hazardous condition(s) during the embarkation process;
- i. Failure to promulgate and/or enforce adequate policies and/or procedures with regard to providing adequate assistance and/or instruction to passengers embarking the vessel;
- j. Failure to ascertain the cause of prior similar incidents occurring on the same or similar gangway and/or location so as to take adequate measures to prevent their reoccurrence, and more particularly, the Plaintiff's incident; and/or
- k. Failure to select and/or utilize reasonably safe safety mechanism to avoid surface inconsistencies and/or tripping hazards in the subject area in light of the anticipated foot traffic and overcrowding given the purpose of the subject area.

32. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident or the conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them. This knowledge was or should have been acquired through Defendant's set up, maintenance, inspection and/or supervision of the subject area and/or through prior incidents involving passengers injured due to the unsafe conditions including, but not limited to, uneven and irregular flooring surfaces, thereby creating a hazardous condition during embarkation/disembarkation of Defendant's vessels including other vessels reported within the cruise industry. Additionally, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident as a result of a

substantially similar prior trip and fall incident of a passenger who tripped and fell over an uneven surface while in the process of embarking the *Carnival Vista* on or about November 9, 2017. *See Morales v. Carnival Corp.*, Case No. 18-24119-COOKE.

33. As a direct and proximate result of the negligence of Defendant, Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs. Further, the injuries resulting from her incident are permanent or continuing in nature and Plaintiff will suffer these losses and impairments into the future.

**WHEREFORE**, the Plaintiff demands judgment for all damages recoverable under the law against Defendant and demands trial by jury, as well as any further relief as this Court deems just and appropriate.

Dated: July 12, 2023.

Respectfully submitted,

LIPCON, MARGULIES  
& WINKLEMAN, P.A.  
*Attorneys for Plaintiff*  
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Coral Gables, FL 33134  
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By: /s/ Stefanie A. Black  
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