

**DLE Process Servers, Inc**

**Priority: STANDARD**

**Field Sheet #2023047389**

Received: 9/22/2023 at 10:33 am  
Court Date: Filed:



**SERVE:**

**Work: NCL (Bahamas) LTD. c/o R/A: Daniel S. Farkas, Esq., 7300 Corporate Center Drive, Miami, FL 33126**

**SPECIAL INSTRUCTIONS:**

**Attempts**

Server: **Henry Pinto**

	Date	Time	Comments
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**Actual Service Info**

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Additional Addr: 1 2 3

Comments: \_\_\_\_\_

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Age \_\_\_\_\_ Sex M F Race \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair \_\_\_\_\_ Glasses Y N

Case Number: 1:23-CV-23591-RAR Southern District

Plaintiff

Defendant

RENEE EDWARDS

NCL (BAHAMAS) LTD

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

RENEE EDWARDS,

Plaintiff(s)

v.

NCL (BAHAMAS) LTD.

Defendant(s)

Civil Action No.1:23-cv-23591-RAR

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NCL (BAHAMAS) LTD.  
By serving: Daniel S. Farkas, Esq.  
7300 Corporate Center Drive  
Miami, FL 33126

As Registered Agent

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: Heather Smith, Esquire  
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.



Angela E. Noble  
Clerk of Court

SUMMONS

s/ W. Cendejas

Deputy Clerk  
U.S. District Courts

Date: Sep 19, 2023

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

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

RENEE EDWARDS,

Plaintiff,

v.

NCL (BAHAMAS) LTD.,

Defendant.

\_\_\_\_\_ /

**COMPLAINT AND DEMAND FOR JURY TRIAL**

The Plaintiff sues Defendant and alleges:

**PRELIMINARY ALLEGATIONS**

1. The Plaintiff, RENEE EDWARDS, is a citizen and resident of Canada.
2. Defendant, NCL (BAHAMAS) LTD. (at times “NCL”), is a foreign entity incorporated under the laws of Bermuda with its principal place of business in Florida.
3. The matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332. In the alternative, if diversity jurisdiction does not apply, then this matter falls under the admiralty and maritime jurisdiction of this Court.
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. Were 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. NCL was engaged in the business of providing to the public and to Plaintiff in particular, for compensation, vacation cruises aboard the cruise ships.
5. At all times material hereto, 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 vessel, the *Norwegian Epic* (the “vessel”).
8. At all times material hereto, Defendant NCL had exclusive custody and control of the vessel.
9. On or about October 3, 2022, Plaintiff was a paying passenger aboard the vessel, which was in navigable waters.
10. NCL made available and invited its passengers, including the Plaintiff, to participate in the Aqua Park amenities which included the Epic Plunge, where passengers could “take the slide of your life with or without a tube.”<sup>1</sup>
11. Upon information and belief, there have been prior incidents aboard NCL’s cruise vessels with waterslides where passengers have been injured while descending the waterslides.

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<sup>1</sup> <https://www.ncl.com/why-cruise-norwegian/pools-and-aqua-parks>

*See Pieper v. NCL (Bahamas) Ltd.*, Case No. 17-cv-21100-FAM (S.D. Fla. 2017) (plaintiff injured while descending the waterslide) and *Del Grosso v. NCL (Bahamas) Ltd.*, Case No.16-cv-24886-CMA (S.D. Fla. 2016) (plaintiff injured while using the waterslide).

12. On or about October 3, 2022, Plaintiff was using the Epic Plunge waterslide aboard the *Norwegian Epic*. Specifically, while Plaintiff travelled down the final descent of the waterslide in the tube provided, she flipped over and fell, hitting her head.

13. As a result, the Plaintiff suffered personal injuries.

**COUNT I – NEGLIGENT FAILURE TO WARN**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through thirteen (13) as though alleged originally herein.

14. At all times material, Defendant NCL through its employees, servants, agents, and/or representatives acting within the course and scope of their employment, owed a duty to exercise reasonable care under the circumstances to its passengers, including Plaintiff.

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

16. On or about October 3, 2022, Plaintiff was using the Epic Plunge waterslide aboard the *Norwegian Epic*, which is an attraction that Plaintiff was invited to by Defendant and/or an attraction Defendant reasonably expected Plaintiff to use during the cruise.

17. On or about October 3, 2022, Defendant and/or its agents, servants and/or employees breached its duty to warn the Plaintiff of the dangerous conditions associated with the waterslide through the following acts and/or omissions:

- a. Failure to sufficiently warn of the specific risks of injury associated with the Epic Plunge waterslide;

- b. Failure to adequately warn Plaintiff and other passengers of the danger of falling while descending in a tube on the Epic Plunge waterslide;
- c. Failure to warn Plaintiff and other passengers of prior similar incidents involving Defendant's waterslides;
- d. All other acts or omissions constituting a breach of the duty to use reasonable care revealed through discovery.

18. The above acts and/or omissions caused and/or contributed to the Plaintiff being injured because Plaintiff would not have been injured had Defendant and/or its agents, servants and/or employees adequately warned and/or communicated the foregoing to the Plaintiff.

19. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident and failed to warn Plaintiff about them. Defendant's knowledge of the foregoing condition(s) was specifically acquired through (a) its cleaning and/or inspection of the subject area prior to this incident, and/or (b) prior incidents causing personal injury to Defendant's passengers in the same or substantially similar manner and/or area, including, but not limited to, the incidents alleged in paragraph 11. Alternatively, the foregoing 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.

20. 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, and incurred medical expenses in the care and treatment of Plaintiff's injuries. 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 and transportation costs.

**WHEREFORE**, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.

**COUNT II – NEGLIGENT FAILURE TO MAINTAIN**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through thirteen (13) as though alleged originally herein.

21. At all times material it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

22. On or about October 3, 2022, Defendant and/or its agents, servants and/or employees breached its duty through the following acts and/or omissions:

- a. Failure to adequately and/or regularly maintain the waterslide to prevent the occurrence of passengers falling out of their tubes while descending the waterslide;
- b. Failure to develop, promulgate, maintain and/or follow proper safety policies, procedures and protocols to ensure the reasonably safe use of the Epic Plunge waterslide; and/or
- c. Failure to adequately and/or regularly maintain the waterslide to ensure that the tubes being used by passengers were safe.

23. 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 and/or regularly maintain, inspect and/or test the subject waterslide.

24. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident and failed to correct them. Defendant's knowledge of the foregoing condition(s) was specifically acquired through (a) its cleaning and/or inspection of the subject area prior to this incident, and/or (b) prior incidents causing personal injury to Defendant's passengers in the same or substantially similar manner and/or area, including, but not limited to, the incidents alleged in paragraph 11. Alternatively, the foregoing 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.

25. 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, and incurred medical expenses in the care and treatment of Plaintiff's injuries. 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 and transportation costs.

**WHEREFORE**, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.

**COUNT III – GENERAL NEGLIGENCE**

Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through thirteen (13) as though alleged originally herein.

26. At all times material it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

27. On or about October 3, 2022, 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 provide passengers, including Plaintiff, with a reasonably safe waterslide to use aboard the vessel, in view of Defendant offering a waterslide for passengers' use and/or undertaking a duty to provide a reasonably safe waterslide to passengers aboard the vessel;
- b. Failure to remedy the dangerous conditions associated with the Epic Plunge waterslide, outlined above, before and/or at the time of Plaintiff's incident and in view of Defendant's prior notice, also outlined above;



- c. Failure to ascertain the cause of prior similar accidents happening on any of the Defendant's vessels fleet wide so as to take adequate measures to prevent their reoccurrence, and more particularly Plaintiff's accident;
- d. Failure to promulgate and/or enforce adequate policies and procedures to ensure that the Epic Plunge waterslide was reasonably safe for passengers' use;
- e. Failure to promulgate and/or enforce adequate policies and procedures to ensure that sufficient verbal warnings or warnings signs were placed on or around the waterslide to instruct passengers on safe use of the waterslide and/or reasonably foreseeable risks associated with use of same;
- f. Failure to have an adequate number of crew supervising passenger activity on the Epic Plunge waterslide;
- g. Failure to promulgate and/or enforce adequate rules and procedures to reduce passenger-participant injuries on the Epic Plunge waterslide; and/or
- h. Failure to station crewmembers or lookouts along the ride to ensure the reasonably safe operation of the Epic Plunge waterslide.

28. 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 the above acts and/or omissions.

29. At all times material hereto, Defendant knew of the foregoing dangerous conditions causing Plaintiff's incident and failed to correct them. Defendant's knowledge of the foregoing condition(s) was specifically acquired through (a) its cleaning and/or inspection of the subject area prior to this incident, and/or (b) prior incidents causing personal injury to Defendant's passengers in the same or substantially similar manner and/or area, including, but not limited to, the incidents alleged in paragraph 11. Alternatively, the foregoing 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.

30. 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, and incurred medical expenses in the care and treatment of Plaintiff's injuries. 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 and transportation costs.

**WHEREFORE**, Plaintiff demands all damages entitled by law and demands jury trial of all issues so triable.

Dated: September 19, 2023

Respectfully submitted,

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& WINKLEMAN, P.A.  
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